



**MIAMI-DADE COUNTY AS REPRESENTED BY  
PUBLIC HOUSING AND COMMUNITY DEVELOPMENT (PHCD),  
701 NW 1<sup>st</sup> Court, 16<sup>th</sup> floor,  
Miami, Florida 33136  
E-mail: RFA 2015-01@miamidade.gov**

**Request For Application (RFA) No. 2015-01  
to**

**Developer Pool  
Pursuant to RFQ #794A, #794B and #794C  
for Redevelopment of Liberty Square and Lincoln Gardens  
*“Liberty Square Rising”***



**(May 27, 2015)**



All proposals received and time stamped prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped by Miami-Dade Public Housing and Community Development Department (PHCD) after the proposal submittal deadline will be evaluated by PHCD in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. PHCD will in no way be responsible for delays caused by mail delivery or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to PHCD, or any work performed in connection therewith, shall be borne by the Proposer(s).

The submittal of a proposal by a Proposer will be considered by PHCD as constituting an offer by the Proposer to perform the required services as stated in its response to the RFA. A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. PHCD will only consider the latest version of the proposal.

Requests for additional information or inquiries must be made in writing via e-mail and received up to the date specified in this RFA. PHCD will issue responses to inquiries and any changes to this RFA it deems necessary in written addenda issued via e-mail prior to the proposal due date. Proposers who obtain copies of this RFA from sources other than PHCD risk the possibility of not receiving addenda and are solely responsible for those risks.

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## 1.0 PROJECT OVERVIEW

Request for Qualifications #794A, #794-B and #794C (herein RFQ's) established a pre-qualified pool of developers (Developer Pool) that would be available as needed for public housing development opportunities. This Request for Application (RFA) is herein issued to the Developer Pool. Only developers that have been selected to participate in the Developer Pool are eligible to submit proposals for this RFA. Only those site(s) indicated in this RFA will be considered.

A vendor's status as a pre-qualified proposer in the Developer Pool shall not be understood as a guarantee of work, but rather that the County has determined the vendor has demonstrated minimum qualifications indicated in RFQ's. An Evaluation/Selection Committee will be convened by PHCD, as necessary, to evaluate responses to the RFA. Each resulting agreement will be presented to the Miami-Dade Board of County Commissioners (Board) for approval.

The dwelling units, commercial spaces or special purpose facilities may be sold (subject to a ground lease), or rented. The County will retain ownership of the land and may participate in partnership arrangements with the company that owns the improvements. The County expects to share in any revenue generated by new development, this may include, but is not limited to, ground lease payments, net revenues, share of developer fees, and other sources as may be provided by developers in their proposals.

### 1.1 INTRODUCTION:

Miami-Dade County, hereinafter referred to as the County, as represented by the PHCD is soliciting proposals for developer services from the Developer Pool to maximize and expedite the development potential of subject site(s), and provide a financial return to the County, while increasing the supply of quality affordable housing for the residents of the County. The County seeks to remove and replace existing obsolete public housing units and permit commercial and other special purpose mixed uses where appropriate. The County also seeks to replace its older units with new designs and incorporate creative and sustainable design solutions.

### 1.2 DEVELOPMENT GOALS:

The County seeks to match qualified developers who have successful experience in obtaining project financing and can aggressively pursue all available funding sources through the Florida Housing Finance Corporation (FHFC) including but not limited to LIHTC and SAIL, as well as any other funding sources; Federal Home Loan Bank (Affordable Housing Program (AHP) and Community Investment Program (CIP)), New Market Tax credits, EB-5 program, etc., in addition to any other funding which may be available from private foundations, corporations, etc., to make the project financially viable and meet stated objectives and requirements of this RFA.

The County seeks Proposers who can provide employment opportunities for very low, low, and moderate income residents housed in the development areas, and improve the quality of life through the development of County site(s). The County encourages the hiring and training of very low, low and moderate income individuals, Section 3, minority and women-owned business participation, resident job training, job creation and other initiatives as further enumerated in this RFA.

**Refer to Section 6.0 Description of Existing Site(s) Available for Redevelopment for additional information, specific goals and requirements for the redevelopment project.** Additional information on PHCD developments is available at [www.miamidade.gov/Housing](http://www.miamidade.gov/Housing).

### 1.3 GENERAL INFORMATION:

A mixed-income, mixed-use, and mixed-finance approach to development, is required for this project. This approach is authorized by the federal regulations governing the County's housing programs, such as public housing. The mixed-income, mixed-use, and mixed-finance approach to the development of public housing has dramatically changed the manner in which public housing authorities (PHA) can deliver public housing units. This approach: (1) permits development of projects which include both non-public housing units, public housing units, and other uses; (2) permits the County to enter into partnership arrangements with non-profit and private developers; (3) permits private, third party management of mixed-income and mixed-finance developments; and (4) permits the County to assign operating and capital subsidies to such properties.

A mixed-finance approach encourages the leveraging of public housing financial resources with other private and public funds. There is more flexibility in funding mixed-finance projects, and in mixing unit types, so that developments may include residents with a mix of incomes, with "affordable" and "market-rate" units along with public housing units. HUD has encouraged Public Housing Agencies (PHA's) to approach the development of new units in as entrepreneurial a manner as possible. The County has demonstrated the willingness, and the capacity, to plan mixed-income and mixed-finance developments, and to execute mixed finance transactions.

To the greatest extent possible, the proposer's development plan shall mitigate disruption to the daily lives of the residents by providing for continued resident services and use of community and recreational areas during development activities.

This RFA is subject to the budget and fiscal provisions under which the County operates. The selected developer(s) will be required to adhere to PHCD's Admission and Continued Occupancy Policy (ACOP), with respect to all public housing residents in the proposed developments.

**Davis-Bacon Requirements:** The most recent Davis-Bacon Wage Rate decision will be applicable for the construction phase of a development project at the time the construction contract is awarded. All construction and/or rehabilitation on PHCD sites (public housing units, non-public housing units, commercial, etc.) shall comply with Davis-Bacon wage requirements.

**Uniform Federal Accessibility Standards (UFAS) Requirements:** UFAS requirements minimum features and amenities are required to be incorporated in all proposed development. Not less than 5% of all public housing units, in addition to all common areas and site shall, comply with UFAS for development site(s) in this RFA. In addition, not less than 2% of public housing units shall comply with hearing and sight impaired UFAS requirements. UFAS units shall not be concentrated in any one area or phase of the project (s) but spread evenly throughout the project, including the first phase.

**Section 3 Compliance:** The work to be performed under any contract that results from this RFA is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC § 1701u (Section 3). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing. (See Exhibit B.)

**Developer Agreements:** The County anticipates entering into developer agreements, that contemplate the execution of additional mixed-finance and other related documents, including but not limited to a short term property ground lease of up to 11 months to provide developers site control in order to apply for funding and a long-term property ground-lease, which complies

with all applicable federal, state and local requirements, with the selected development entity subject to the selected developer successfully obtaining the financing to make the project financially viable. The terms of any agreement will be negotiated with selected developer.

**The anticipated schedule for this RFA is as follows:**

**RFA issued:** May 27, 2015

**Pre-Proposal Conference:** June 4, 2015 at 2:00PM (local time)  
PHCD Boardroom  
1407 NW 7<sup>th</sup> St. (by Miami River)  
Miami, FL 33125

**Deadline for receipt of questions:** June 18, 2015  
All questions shall be forwarded in writing via e-mail  
to: RFA 2015-01@miamidade.gov

**Proposal due date:** July 2, 2015 at 2:00PM (local time) at  
Public Housing and Community Development (PHCD)  
701 NW 1<sup>st</sup> Street, 16<sup>th</sup> Floor Miami, Florida 33136  
Attention: Procurement Section

**1.4 DEFINITIONS:**

The following words and expressions used in this RFA shall be construed as follows, except when it is clear from the context that another meaning is intended:

- 1.4.1 Annual Contribution Contract or ACC shall mean the contract(s), as amended, between HUD and the County that was executed in accordance with the U.S. Housing Act of 1937 (Act) and contains the terms and conditions under which HUD assists the County in providing decent, safe, and sanitary housing for low income families. HUD agrees to provide assistance in the development, modernization and/or operation of a low income housing project under the Act, and the County agrees to develop, modernize and operate the project in compliance with all provisions of the ACC and the Act, and all HUD regulations and implementing requirements and procedures. In the case of this RFA, ACC shall refer to the annual subsidy contribution agreement for each public housing unit in a development. PHCD completes and submits to HUD a performance funding worksheet by Asset Management Projects (AMPS), not per development. Each AMP group typically incorporates several developments. The funding allocation to each development is based on the number of units it contains. The performance funding worksheet has information on the number of units in each AMP group and other information that assists HUD in making its funding determination.
- 1.4.2 Bonds shall mean a certificate that serves as evidence of a debt and of the terms under which it is undertaken. An example is multi-family housing revenue bonds issued to finance construction of multi-family housing projects where a specified proportion of the units will be rented to moderate-and low-income families.
- 1.4.3 “Contractor” shall mean the Proposer that receives any award of a contract from the County as a result of this RFA, also to be known as “the prime Contractor”.

- 1.4.4 "County" shall mean Miami-Dade County, a political subdivision of the State of Florida.
- 1.4.5 Crime Prevention Through Environmental Design or CPTED shall mean the strategies implemented to directly modify the environment to take advantage of pre-existing environmental assets or change the design features and conditions of particular targets (e.g. store fronts, parking garages, or abandoned buildings) or areas in an effort to reduce crime. In some instances, CPTED strategies are implemented during the beginning phases of a project (e.g. during planning of a new housing development.) But, in many instances, the strategies are applied when the need for intervention occurs (e.g. adding security cameras to a store after a robbery.) CPTED strategies are often linked with other community-based crime prevention strategies, such as problem-oriented policing, which emphasizes tailoring crime prevention strategies to solve specific problems. As with other types of community-based crime prevention programs, CPTED is made up of multiple elements or approaches and can be used by various stakeholders within and outside of the criminal justice system. CPTED strategies address quality of life issues by attempting to deter criminal activity, increase overall safety for citizens, and reduce citizen fear of crime. CPTED strategies are thus evaluated to determine not only whether crime was reduced but also whether citizen perceptions of crime were affected by implementation of the strategy. Several key components of CPTED are combined to maximize crime prevention and create positive public perception of measure to promote community safety, including:
- a. Territoriality (promotes a sense of ownership and may include the use of signs, fences, or artwork that helps define ownership of a given location);
  - b. Activity Support (encourages legitimate activities in public places to foster opportunities for natural surveillance and may include block parties, neighborhood clean-up days, or the design of mini malls to encourage more social interaction);
  - c. Access Control (restricts access to specific areas and can include the use of street barricades, landscaping, locked doors, changes in pedestrian or vehicular traffic patterns, or the use of security personnel to keep people away from restricted areas);
  - d. Surveillance (increase visibility by natural, formal, and mechanical methods such as through promoting routine surveillance by community residents or through the practice of employing more than one employee at retail stores, police patrols, or Closed Circuit Television also referred to as CCTV);
  - e. Maintenance (insures the routine maintenance or upkeep of the environment such as clean-up programs or repairs and modifications to meet new threats); and
  - f. Target Hardening (adds physical features that will make it more difficult to commit a crime such as through the use of improved lighting or electronic alarms.)
- 1.4.6 Deferred Developer's Fee shall mean the portion of the Developer Fee that will not be paid to the Developer from the project's funding sources but will be paid to the Developer from the project's cash flow.
- 1.4.7 Developer's Fees shall mean for mixed-financed projects, Developer fees are subject to Cost Control and Safe Harbor Standards (Safe Harbor) limitations for

all categories (including Developer's overhead, Developer's fees, contractor fees, consultant fees, etc.) HUD requires that a fee in excess of the 9% limit per Safe Harbor be justified by meeting most of the criteria of the qualifiers stated in Safe Harbor. Additionally, a fee in excess of 12% will only be allowed if: 1) allowed by the Florida Housing Finance Corporation if funding is awarded by said agency; and 2) with significant justification from the housing authority and Developer demonstrating the increased risk. Under no condition will the County reimburse developers for costs incurred on the development prior to an executed written agreement and loan closing with recorded documents in effect.

- 1.4.8 Developer's Hard Costs shall mean the monetary costs of physically preparing the site, and building the structure.
- 1.4.9 Development Site shall mean the land and improvements included within a public housing development listed as part of the properties in this RFA.
- 1.4.10 Development Soft Costs shall mean costs for appraisals, attorney's fees, architectural fees, construction related, engineering fees, and other development costs not associated with the actual hard construction or permanent financing of the development
- 1.4.11 Financial Closing shall mean the period of time after an agreement has been entered when all conditions have been fulfilled (or waived) and all documents have been properly filed and executed.
- 1.4.12 "Gap" Funding for Projects shall the funding necessary to supplement the funds, in order to finalize all funding necessary for the completion of the development, construction and maintenance of the project. Certain forms of gap financing may be limited to a specific percentage of a projects development costs.
- 1.4.13 Green Building or Green Construction or Sustainable Building shall mean an approach to development that incorporates in design and operations, ecologically sensitive and resource efficient technologies, system and management practices. For proposed developments involving new construction units, regardless of the development category of the application, the applicant must commit that (i) each new construction unit in the proposed development that is eligible for the energy star new homes (Florida standard) will achieve a home energy rating system (HERS) index (equal to or less than)  $\leq 75$ , and (ii) each new construction unit in the proposed development that is not eligible for the Energy Star new homes will include, at a minimum, the energy features outlined in the County's Green Code through Ordinance No. 07-65. The applicant will also adhere to all the requirements of said ordinance.
- 1.4.14 Labor Surplus Area (LSA) shall mean a civil jurisdiction that has a civilian average annual unemployment rate during the previous two calendar years of 20 percent or more above the average annual civilian unemployment rate for all states (including Puerto Rico) during the same 24-month reference period. If the National annual average unemployment rate during the referenced period is less than 6.0 percent then the qualifying rate is 6.0 percent. If the National annual average unemployment rate during the referenced period is above 10 percent then the qualifying rate is 10 percent.
- 1.4.15 Low Income Housing Tax Credits or LIHTC shall mean the tax credit issued in exchange for the development of affordable rental housing pursuant to Section 42 of the Internal Revenue Code and the provisions of Rule Chapter 67-48, Florida Administrative Code.

- 1.4.16 Memorandum of Understanding (MOU) shall mean a document that describes a bilateral or multilateral agreement between two or more parties. It expresses a convergence of will between the parties, indicating an intended common line of action. It is often used in cases where parties either do not imply a legal commitment or in situations where the parties cannot create a legally enforceable agreement.
- 1.4.17 Mixed-Finance Development shall mean a development that utilizes financing from multiple sources, including public and private sources, in the formation of new public/private partnerships. The mixed-finance approach permits ownership of the public housing units by an entity other than the PHA.
- 1.4.18 Mixed-Income Development shall mean a development that incorporates a mix of income groups as a fundamental part of its financial and operating plans. A Mixed-Income Development may include housing that is priced based on the dominant housing market (market-rate units) as well as units priced for lower-income residents, or it may not include any market-rate units and be built exclusively for low- and moderate-income residents.
- 1.4.19 Mixed-Use Development shall mean a development that blends a combination of residential, commercial, cultural, or institutional uses, where those functions are physically and functionally integrated with pedestrian connections.
- 1.4.20 Non-Recourse Loan shall mean a loan for which the sole source of satisfaction for default thereon is the real property that was given as collateral. Lenders may take the property as collateral to satisfy a debt, but have no recourse to other assets of the borrower.
- 1.4.21 PHCD shall mean Miami-Dade County Department of Public Housing and Community Development Department or successor department.
- 1.4.22 Principal shall mean an applicant, any general partner of an applicant, and any officer, director, or any shareholder of any applicant or shareholder of any general partner of an applicant.
- 1.4.23 Proposer shall mean the firm, entity or organization, as stated on Form A-1, submitting a response to this RFA, which has been pre-qualified under RFQ #794-A, RFQ #794-B and #794C.
- 1.4.24 Recourse shall mean the ability of a lender to claim money from a borrower in default, in addition to the property pledged as collateral.
- 1.4.25 RFA shall mean Request for Application (RFA) and all associated addenda and attachments.
- 1.4.26 Scope of Services shall mean the work to be performed by the Contractor, as indicated in this RFA.
- 1.4.27 Section 3 Business shall mean is a business certified by PHCD, in order to be considered as a Section 3 business, under this RFA
- 1.4.28 Special Needs Household shall mean a household consisting of a family that is considered to be homeless, a survivor of domestic violence, a person with a disability, or youth aging out of foster care. These households require initial, intermittent or on-going supportive services from one or more community based service providers to obtain and retain stable, adequate and safe housing in their communities.

- 1.4.29 Subcontractor or Consultant shall mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
- 1.4.30 Total Development Cost or TDC shall mean the total cost of completing the entire project, from acquisition to the issuance of Certificate of Occupancy, including, but not limited to, the costs for design, planning, zoning, variances, financing costs, legal costs, construction, and permitting but excluding operating deficit reserves that are part of the permanent phase which have not been included within a Developer Fee. For construction and rehabilitation projects, the cost of land acquisition shall be deducted from the Total Development Cost.
- 1.4.31 UFAS shall mean the Uniform Federal Accessibility Standards which are applicable for public housing units' rehabilitation and/or new construction.
- 1.4.32 Work, Services, Program, or Project shall mean all activities that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this RFA.

## 1.5 PROPOSAL INFORMATION:

The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope, County participation, payments, and fees for each phase of the project; postpone or cancel at any time this RFA process; or waive any irregularities in this RFA or in the responses received as a result of this process. Proposers may take exceptions to any of the terms of this RFA unless the RFA specifically states where exceptions may not be taken. The County may accept or reject the exceptions at its sole discretion and the Proposer's proposal shall be binding on the Proposer as if submitted without exception. The County reserves the right to request and evaluate additional information from any respondent after the submission deadline as the County deems necessary.

Proposals, once opened, shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this RFA, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals.

Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Records Act". The Proposer shall not submit any information in response to this RFA which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this RFA shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. Under no circumstances shall the County request the withdrawal of the confidentiality restriction if such communication would in the County's sole discretion give to such Proposer a competitive advantage over other proposers. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible. To request a copy of any ordinance, resolution and/or administrative order cited in this RFA, the Proposer must contact the Clerk of the Board at (305) 375-5126.

#### **1.6 CONE OF SILENCE:**

For the purpose of this solicitation, the Cone of Silence applies to this RFA. Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP, RFQ, RFA or bid after advertisement and terminates at the time a written recommendation is issued. With the exception of Section 3 communications, the Cone of Silence prohibits any communication regarding RFPs or RFQs/RFAs between, among others:

- potential Proposers, service providers, lobbyists or consultants and the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff, the County Commissioners or their respective staffs;
- the Mayor, County Commissioners or their respective staffs and the County's professional staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs and any member of the respective selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Assistance Unit, the responsible Procurement Agent or Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the RFA document;
- oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFA documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning this RFA with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail to the contact person, with a copy to the Clerk of the Board at [clerkbcc@miamidade.gov](mailto:clerkbcc@miamidade.gov).

#### **1.7 PUBLIC ENTITY CRIMES:**

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, 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 proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant



under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$10,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**1.8 LOBBYIST CONTINGENCY FEES:**

- A) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

**1.9 COLLUSION:**

Where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer or the principals thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a proposal for the same services shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

**1.10 APPLICABLE STATE STATUTES:**

- Section 255.05, Fla. Stat.
- Section 255.20, Fla. Stat.
- Section 125.35, Fla. Stat.
- Section 125.38, Fla. Stat.

**1.11 REQUIRED PERSONNEL:**

In addition to architectural/engineering, financial, legal, and property management services and any other required services, awarded developer shall procure a general contractor (using a competitive low-bid process or submit identity of interest waiver (when the contractor is affiliated with Proposer) for PHCD and HUD approval) that has the experience, bonding and Insurance capacity to build the proposed project. Bonds and Insurance shall comply with the standards outlined in **Exhibit E** herein.

For projects which involve construction or rehabilitation work, the County requires the applicant provide the County with a Payment and Performance Bond in the full amount of the construction

contract, naming the County as a dual obligee. For projects which involve construction or rehabilitation work on County-owned property, the County shall require, at least ten (10) days' prior to the commencement of any construction work on the property and to the purchase and delivery of any materials, equipment or supplies for construction, a payment and performance bond that meets the requirements set forth in Florida Statutes, Section 255.05, which bond shall be in the full amount of the construction costs of all of the improvements to be undertaken on County-owned property and shall cover all contractors, subcontractors, or materials providers downstream from the Developer, including but not limited to the General Contractor. The payment and performance bond shall name the Developer as the principal and the County as a dual obligee. In lieu of applicant providing a Payment and Performance Bond, the County may, at its sole and absolute discretion, accept an alternative form of security permitted pursuant to Florida Statutes, Section 255.05(6) in an amount to be determined by the County, in its sole and absolute discretion. However, the County shall in no event be required to accept any alternative to the Payment and Performance Bond.

### **1.12 COMPLIANCE WITH STATE AND FEDERAL REQUIREMENTS:**

Selected proposers shall comply with applicable state statutes for the Work to be completed assigned under contract with the County, including, but not limited to, compliance with Florida Statute 255.05 and 255.20. Additionally, the Selected Proposer shall comply with all applicable federal laws, mixed-finance regulations, PIH notices, directives of HUD, and HUD's general conditions for construction, applicable professional standards, County orders, ordinances, rules and regulations which may pertain to this RFA, including but not limited to:

- a) Executive Order 11246 "Equal Employment Opportunity", as amended by executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR Chapter 60), as well as the Americans with Disabilities Act of 1990 and implementing regulations, the Rehabilitation Act of 1973, as amended, Chapter 553 of Florida Statutes and any and all other local, State and Federal directives, ordinances, rules, orders, and laws relating to people with disabilities..
- b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as may be applicable.
- c) Environmental Protection Agency (EPA), as applicable to this RFA.
- d) Miami-Dade County Code, Chapter 11A, Article IV (Employment). All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, status as a victim of domestic violence, dating violence or stalking, gender identity or gender expression, sexual orientation, disability, or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Miami-Dade County Commission on Human Rights, Equal Employment Opportunity Commission, Florida Commission on Human Relations or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.
- e) Miami-Dade County Code, Chapter 11A, Articles II (Housing) and III (Public Accommodation), which prohibit discrimination on the basis of race, religion, color, age, sex, national origin, status as a victim of domestic violence, dating violence or stalking, gender identity or gender expression, sexual orientation, disability, marital status or source of income (housing only).
- f) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance No. 01-199.

- g) Miami-Dade County Code Section 10-38 "Debarment".
- h) Miami-Dade County Ordinance No. 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.
- i) Miami-Dade County Ordinance No. 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- j) The labor standards as set forth in the Davis-Bacon Act and other related acts, which are more fully described in **General Conditions for Construction Contracts-Public Housing Programs, which is attached hereto as Exhibit C** and incorporated by reference, Section 46 of the General Conditions for Construction Contracts- Public Housing Program.
- k) The Copeland "Anti-Kickback" Act as supplemented in Department of Labor regulations (29 CFR Part 3).
- l) HUD's reporting requirements and regulations, as specified in the Grant Agreement and required of the Owner.
- m) Compliance with Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs.
- n) Mandatory standards and policies related to energy efficiency which are contained in the State of Florida energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- o) HUD procurement regulations as set forth in 24 CFR Part 85 and 24 CFR Part 963 as further explained in HUD Handbook 7460.8 Rev. 1.
- p) Lead-Based Paint Poisoning Act (42 USC § 4821, et. seq.)
- q) The Fair Housing Act (42 USC §§ 3601-19 and regulations pursuant thereto (24 CFR Part 100); Executive Order 11063 (Equal Opportunity in Housing) and regulations pursuant thereto (24 CFR Part 107); the Florida Fair Housing Act (Section 760.20 et seq.) and the fair housing poster regulations (24 CFR Part 110).
- r) Title VI of the Civil Rights Act of 1964 (42 USC. § 2000d) and regulations pursuant thereto (24 CFR Part relating to non-discrimination in housing.
- s) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 USC §6101-07) and regulations issued pursuant thereto (24 CFR Part 146).
- t) The prohibitions against discrimination on the basis of disability under Section 504 of the Rehabilitation Act of 1973 (29 USC § 794) and regulations issued pursuant thereto (24 CFR Part 8); the Americans with Disabilities Act and regulations pursuant thereto (28 CFR Part 36); and the Architectural Barriers Act of 1968, as amended, and regulations issued pursuant thereto (24 CFR Part 40).
- u) Executive Orders 11246, 11625, 12432, and 12138. Consistent with HUD's responsibilities under these orders, the Developer must make efforts to encourage the use of minority and, women's business enterprises in connection with funded activities.
- v) Section 102 of the Department of Housing and Urban Development Reform Act of 1989 and regulations issued pursuant thereto (24 CFR Part 4, Sub-Part A) which contain provisions designed to ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD.
- w) 24 CFR Part 24 which applies to the employment, engagement of services, awarding of contracts, sub-grants, or funding of any recipients, or Developers or sub-Developers

during any period of debarment, suspension, or placement in ineligibility status.

- x) All applicable federal regulations including but not limited to 24 CFR part 990 and 24 CFR part 965, subpart C, and applicable HUD Public and Indian Housing Notices, including but not limited to PIH 2009-16(HA).

**1.13 SUSTAINABLE BUILDINGS PROGRAM:**

The selected proposer will be required to cooperate and cause its contractors and consultants to cooperate with the County's Sustainability Manager in order to incorporate green building practices into the planning and design of the Capital Improvements pursuant to County Ordinance No. 07-65 concerning the County's Sustainable Buildings Program. The selected proposer shall, in each of its contracts and subcontracts, include a provision that the contractor, subcontractor and/or sub consultant shall comply with all requirements of the County's Sustainable Building Program. The terms for compliance with the County's Sustainable Buildings Program will be negotiated at the time of the award of the contract.

**END OF SECTION 1.0**

## 2.0 DEVELOPER QUALIFICATIONS

### 2.1 DEVELOPER QUALIFICATIONS:

The County seeks proposals from the pre-qualified Developer Pool pursuant to RFQ #794A, #794B and #794C with demonstrated capabilities, expertise, and resources to pursue and obtain financing and successfully perform the Scope of Work for the proposed site(s) as indicated in this RFA.

END OF SECTION 2.0

## 3.0 SUBMITTAL REQUIREMENTS

### 3.1 SUBMITTAL REQUIREMENTS:

**In response to this RFA, Proposer shall return the entire completed Proposal Submission Package.** Proposers shall carefully review and follow the format (letters and number sequence) and instructions outlined therein. Submittal shall be provided as follows:

- One (1) original submittal in a 3-ring binder with tabs as indicated herein.
- Two (2) copies of the submittal in a 3-ring binder with tabs as indicated herein.
- Sixteen (16) thumb drives of the submittal. Provide a divider for each tab, in color.
- For each item requiring a response, Proposer's proposal shall indicate the requirement (in the same manner as indicated in RFA) and the Proposers response to that item.
- Indicate the name of Proposer and name of this RFA on cover page of all proposals submitted and container with thumb drives.

All documents must be fully completed and signed as required. The proposal shall be written in a clear and concise manner (page count has been included) in the form and format as indicated herein and in sufficient detail to permit the County to conduct a meaningful evaluation of the RFA requirements and Proposer's responses. However, information not requested in RFA or overly elaborate responses are not requested or desired.

*Note: PHCD is seeking Proposers from the Developer Pool who can provide responsive, responsible, realistic and well thought out proposals that meet the requirements of this RFA and deliver on what has been proposed. PHCD will hold Proposers accountable for commitments contained in their proposals. If the awarded Proposer fails to meet any of its commitments, it is subject to sanctions as determined by PHCD which may include but are not limited to: termination, deletion from PHCD developer pools, disqualification from future developer pool applications, disqualification from future PHCD RFA applications, etc.*

## TAB 1 – Forms / Affidavits and Acknowledgments

### PROPOSER INFORMATION

Complete and submit the information requested below. Refer to Section 7.0 for forms and 8.0 for Exhibits.

**3.2 FORM A-1, COVER PAGE OF PROPOSAL**

Complete and sign (by Proposed or representative of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer) as required.

**3.3 AFFIDAVITS/ACKNOWLEDGEMENTS**

Complete and sign the following forms:

Form A-2 Affidavit of Miami-Dade County Lobbyist Registration

Form A-3 Acknowledgement of Addenda

Form A-4 Submittal Form

Exhibit A - HUD-5369-C Certifications and Representations of Offerors, Non-Construction Contract

Exhibit B - PHCD Section 3 of the HUD Act of 1968

Document 00400 – Section 3 Economic Opportunity and Affirmative Marketing Plan and Document required with Bid Document 00200-B Section 3 Business Preference Claim Form

<p><b>TAB 2 – Proposer’s Qualifications, Experience, Capacity, Past Performance and Financial Strength</b></p>
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**3.4 COVER LETTER**

For Section 3.4, provide requested information in not more than two (2) pages (one sided, single spaced and 11 point font size) describe the following:

- A) Qualifications of the Proposer (pre-qualified for the Developer Pool) and its Development Team. **(If the Proposer is a Joint Venture (JV), clearly identify the responsibility of each JV member for the project)**

**3.5 PROPOSER’S QUALIFICATIONS, EXPERIENCE, CAPACITY, PAST PERFORMANCE AND FINANCIAL STRENGTH**

For Section 3.5, provided requested information in not more than six (6) pages (one-sided, single spaced and 11 point font size). Page count excludes attachments: HUD approvals, funding/financing sources, job training back-up, site plans, renderings, financial statements, pending litigation, completed developments for last 10 years.

A) Describe the following:

1. Proposer’s demonstrated qualifications, experience, capacity and past performance in mixed-financed/HUD-subsidized family housing and other proposed uses of similar size, scope, complexity and financing strategy as the project proposed by Proposer;
2. State the number of years that the Proposer has been in existence;
3. The current number of Proposer’s employees, and where these employees are located;
4. The primary markets served;

- B) For the most recent and most comparable four (4) projects to the proposed project, within the last six (6) years, provide requested information on two (2) projects which have been completed to 100% of construction and two (2) projects which have been completed to a minimum of 50% of construction.
1. Name of Developer
  2. Owner and contact information (name, title, phone number and e-mail)
  3. Project name and address
  4. Developer's project manager and list of all other pertinent personnel for Proposer who worked on this project.
  5. A brief description of the project
  6. Site acreage and density
  7. Total number of units, rental or homeownership and affordability type for each unit type (e.g. 30 - ACC rental units, 20 - affordable rental units, 10 - market rate rental units, etc.)
  8. Unit types and numbers of each (e.g. 20 - 2-story walkup units, 30-townhouse units, etc.)
  9. Bedroom mix and number of each (e.g. 20 - 2BR units, 30 - 3 BR units, etc.)
  10. Size and use of commercial or special purpose space (non-housing development, if applicable)
  11. Income groups served
  12. Total development costs and development cost per unit
  13. Total non-construction cost and non-construction cost per unit
  14. Total construction cost, construction cost per unit and construction cost per square foot
  15. Total Developer fee and Developer fee as percentage of total development costs
  16. Owner participation including; share of Developer fee, ground lease payment(s), share of net profits and any other "Owner participation"
  17. Dates covering the term of the contract
  18. Notice to proceed (NTP) date
  19. Pre-construction activities duration (in months)
  20. Attach proof/copies of HUD approvals received
  21. Financial closing date (or anticipated date)
  22. Substantial construction completion date (or anticipated date)
  23. Current project phase (construction at 50% completion or more, construction at 100%, completed and occupied, etc.)
  24. Provide proof/copies of project phase (Certificate of Completion or Occupancy for completed projects. Building permits and verification of percentage complete from Lender(s) for 50% or more completion projects

25. Construction duration (in months)
  26. Lease-up activities duration (in months)
  27. Was the project completed on time and within budget?
  28. Summary of all permanent funding/financing sources and amounts for each (identify grants applied for and received). Contact names and phone numbers for all funding/financing sources
  29. Funding sources gaps (if applicable) and how these were resolved
  30. Attach proof/copies of all funding and financing sources obtained by the Developer from funding entities (award letters, etc.).
  31. Community and supportive services provided (if applicable)
  32. Job training programs provided, including type of program, number of individuals trained, number of individuals hired and Section 3 individuals hired and companies where hired. Attach copies of corresponding back-up documentation (i.e. attach copies of letters, flyers, etc., indicating initiatives taken, list of individuals trained and hired with hiring company names and contact information for company)
  33. Property manager (if different from Developer, briefly explain relationship)
  34. Architect(s)
  35. General contractor(s)
  36. Attach in 8 ½ x 11 format, a rendered site plan and exterior renderings or photographs (no more than 3 per project) depicting the design and general character of the project
- C) List all contracts which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Miami-Dade County Code, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such the Proposer must list and describe all work performed for Miami-Dade County and include for each project:
1. Name of the County Department which administers or administered the contract,
  2. Description of work,
  3. Total dollar value of the contract,
  4. Dates covering the term of the contract,
  5. County contact person, phone number and e-mail,
  6. Statement of whether Proposer was the prime contractor or subcontractor, and
  7. The results of the project including whether project was completed on time and within budget.
- D) Attach a spreadsheet that indicates all developments completed by Proposer within the last ten (10) years and include:
1. Development name



2. Development address
3. Developer name
4. Owner and Owner contact information (name, phone number and e-mail)
5. The total number of units for each development
6. The total development cost for each development
7. The total development costs per unit for each development
8. Total number of units for all developments indicated
9. Total development costs (TDC) for all developments indicated

E) Provide the following financial information:

1. Attach the most recent certified business financial statements for the past two years as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the past two years business income tax returns will be accepted if certified financial statements are unavailable.
2. Attach information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, and/or its Development Team, any of its employees or consultants is or has been involved within the last three years.

F) Describe the Proposers Experience partnering (as a co-owner or co-developer) with small and minority firms and/or women-owned enterprises.

<b>TAB 3 – Development Team Qualifications and Proposals for Project Site</b>
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**3.6 KEY PERSONNEL AND PROFESSIONAL CONSULTANTS FOR PROPOSED PROJECT**

For Section 3.6, 3.7, 3.8, and 3.9, provide requested information in not more than twelve (12) pages (one sided, single spaced and 11 point font size). Page count excludes attachments: management experience (as indicated), site plans, photos and renderings, spreadsheets for legal counsel.

- A) Development Team's demonstrated qualifications, experience, (including past performance on PHCD and/or County projects) and capacity, including key personnel of Developer, consultants, and legal counsel that will be assigned to the project proposed by Developer, with similar complex projects and development of multi-family rental housing for HUD. Capability of the development team to manage and deliver on all aspects of the proposed project.
- B) Provide an organization chart showing all key Development Team personnel, including their titles, to be assigned to proposed project. This chart must clearly

identify the Proposer's key personnel and those of the consultants and legal counsel. Key personnel shall include all partners, managers, and other key professional staff that will perform work and/or services on proposed project.

- C) List the names and addresses of the Development Team's key personnel and describe the extent of work to be performed by each and where they will be located during the entire duration of the development project. Describe the experience, qualifications and other vital information, including relevant experience on previous similar complex projects involving HUD multi-family rental housing.
- D) Describe the experience of the Development Team in interacting with residents of a multi-family development, and obtaining their input in the development process, including organizing design charrettes.
- E) Describe the experience of the Development Team in interacting with the community at large and the media.
- F) Describe the experience of the Development Team in completing complex projects with phased completion (i.e. Phase I completion – 24 months, all other phases completion – 36 months. See also Section 3.10, 9)
- G) Describe the experience of the Development Team in building multi-family units with a Total Development Cost (TDC) of no more than \$225,000/unit.

**Note: After proposal submission, but prior to the award of any contract issued as a result of this RFA, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key personnel identified in its proposal.**

### 3.7 MANAGEMENT EXPERIENCE

- A) Summarize the Developer's experience in overseeing the operation, management, maintenance, and financial reporting for all of its low-income rental buildings, with identification of family and senior developments.
- B) Attach a separate spreadsheet indicating all affordable or mixed-income, mixed-finance rental buildings owned and/or controlled by the Developer, which have a vacancy rate of more than 5 percent, have adverse tax credit findings, or have any missed payments of debt. Include the development name and address, length of time in operation, and number of dwelling units (separating residential and commercial).
- C) Attach the latest year's audited financial statement for the most comparable development (i.e., in operation for one year and financed with tax exempt bonds and/or low income housing tax credits).

### 3.8 ARCHITECT'S EXPERIENCE

- A) Describe no more than three (3) completed developments within the last six (6) years where the architect was the lead architect on completed projects that are comparable in complexity and scope to the proposed development.
- B) Provide development name and address and tabulation of units, commercial or other spaces (as applicable), construction cost, and year completed.

- C) Describe sustainable design experience and any other innovative design/construction approaches by the architect on similar complex projects. Describe experience on projects with UFAS requirements.
- D) Attach an 8-1/2 x 11 or smaller site plan and photos of the exteriors of these developments that display architectural design, character and features, relationships of buildings, and relationships with adjacent properties.

### **3.9 LEGAL COUNSEL EXPERIENCE**

Describe the following legal counsel experience:

- A) Demonstrated experience with preparing HUD documents for mixed-finance agreements and the documents for financial closing including, but not limited to: ground leases, master development agreements, rental term sheets, regulatory and operating agreements, etc.
- B) Demonstrated experience in dealing with HUD agencies relative demolition/disposition applications, such as with the Special Application Center (SAC) and HUD's Fair Housing and Equal Opportunity Office (FHEO).
- C) Demonstrated experience in dealing with HUD offices/personnel who review mixed finance deals: Office of General Counsel (OGC), Office of Inspector General (OIG), and Enforcement Center.
- D) Demonstrated experience in preparing ACC amendments and related HUD documents associated with HUD housing subsidies and similar issues.
- E) For the last ten (10) mixed finance / HUD subsidized projects completed by legal counsel, attach a spreadsheet with the following:
  - 1. Project name and address
  - 2. Developer name
  - 3. Description of project
  - 4. Dates covering term of Developer contract
  - 5. Client contact person, phone number and e-mail
  - 6. Extent of legal services provided

### **3.10 DEVELOPMENT CONCEPT FOR DESIGNATED PROJECT**

For Section 3.10, provide requested information in not more than five (5) pages (one sided, single spaced and 11 point font size). Page count excludes attachments: schematic design, site plan, conceptual rendering, and conceptual phasing site plan.

- A) Describe the following:
  - 1. Proposed total units
  - 2. Proposed number of public housing units
  - 3. Proposed number of new non-public housing units
  - 4. Affordability mixes, (i.e. number of public housing units, affordable tax credit units, market-rate units, other)
  - 5. Range of dwelling unit types to be provided a) townhouse, walk-up flat, elevator building flat; b) the proposed range of total units by bedroom

count; c) number and location of family units; d) number and location of elderly units, if applicable; e) the types of community rooms and other development amenities; f) the types of management and maintenance facilities, and e) the types of proposed non-dwelling uses

6. Proposed re-zoning by Proposer for the redevelopment of project.
7. Describe a projected development schedule and timeline for the project, addressing all major milestones of development including: negotiations, site plan approval, re-zoning (as applicable), design / construction documents, building permit approvals, financial closing, resident relocation in accordance with HUD requirements, demolition, construction, marketing and lease-up.
8. Describe a plan of action to accomplish the proposed development concept including completion requirements: 24 months for the first phase (development completion of Lincoln Gardens and relocation of a portion of public housing residents to new units at this site.) 36 months for all subsequent phases (development completion and relocation of all remaining public housing residents to new units at the existing Liberty Square site.) Describe temporary Relocation Plan and phasing of the project to achieve proposed planned redevelopment. Explain how the Proposer's development concept is the most appropriate and beneficial approach for developing the project.
9. Describe strategy and how the strategy will be implemented, to obtain resident input in the design and development of the new project, including community design charrette exercise to include residents, developer and design team to discuss and receive input on the project's overall design concept, features, amenities, building systems, etc. (Refer also to Section 6.0, 2, b, for resident engagement.) Describe site amenities a) to remain and be rehabilitated (if applicable); b) to be replaced; c) non-existent to be added in new construction. Summarize how residents will benefit from these amenities.
10. Attach a "schematic design site plan" and a "conceptual rendering" indicating the proposed concept for the project.
11. Attach a "conceptual phasing site plan" indicating graphically how the project will be phased and a breakdown of number of units, unit mixes and other uses for each phase.

B) Describe the Smart Growth development approach being implemented. This should incorporate design components like pedestrian friendly environment with a walkable, connected neighborhood that provides tree lined streets, "eyes on the Street" design, economically justifiable "green," sustainable development, etc.

### **3.11 FINANCIAL STRATEGIES FOR THE DESIGNATED PROJECT AND COUNTY PARTICIPATION IN FINANCIAL PROCEEDS**

For Section 3.11, provide requested information in not more than five (5) pages (one sided, single spaced and 11 point font size). Page count excludes attachments: underwriting analysis and budget/pro-forma.

- A) Describe the approach to financing the project in its entirety, including how the Annual Contribution Contract (ACC) units and other units will be financed, identifying the potential funding sources and firm financing commitments (i.e. attach

written underwriting analysis performed by financing sources). Describe proposed financing terms, affordability, target resident population, proposed service and/or commercial space use (if applicable), and project phases with corresponding financing for each phase. Attach development budget/pro-forma indicating all major development activities and corresponding development costs. Identify all funding gaps (if applicable) and provide recommendations for filling said gaps between total development costs and total funding required. If 9% Low Income Housing Tax Credits (LIHTC) are part of the financial development strategy, provide a 4% Tax Credit alternative since the 9% tax credits involve a highly competitive process, which may not result in an award. If the Proposer intends to apply for tax credits, or any other similar financing requiring a Single Purpose Entity (SPE), the Proposer shall establish said SPE for its application to the Florida Housing Finance Corporation (FHFC) or other agencies as may be required.

- B) When applicable as may be required to obtain financing, local funding may be available through the PHCD's division of Community Development for successful tax credit projects.
- C) Describe proposed participation by the County in any revenue and income streams, including but not limited to:
  - 1. Developer fees in accordance with Safe Harbor Standards. (Note: a minimum of 30% of Developer fee to the County is required. Additional percentage above 30% is at the discretion of the Proposer and should be included in Proposal.)
  - 2. Ground lease payments, indicating amounts and when these payments will be made.
  - 3. Share of net revenues/net cash flow.
  - 4. Other participation as may be proposed by the Developer.

With the exception of County funding, as indicated in **Section 6.0**, which may be supplied by PHCD for leveraging of additional funding in accordance with appropriate RFA process/contract requirements and dedicated to the project, all project funding applications, pre-development, development, and/or any other related costs shall be borne by Developer.

- D) Describe experience with projects using the Capital Fund Financing Program (CFFP).

**NOTE: All submissions of applications for public funding (LIHTC, SAIL, etc.) shall be presented for PHCD review at least 10 working days prior to submittal to the applicable funding entity. Developer shall keep PHCD informed of all funding applications prior to submission.**

**3.12 RESIDENT JOB TRAINING, EMPLOYMENT, SECTION 3 AND SMALL AND MINORITY FIRMS, WOMEN-OWNED ENTERPRISES AND LABOR SURPLUS AREA FIRMS PLAN AND COMMITMENTS**

For Section 3.12, provide requested information in not more than four (4) pages (one sided, single spaced and 11 point font size) describing the following:

**A. Employ Miami**

Miami-Dade County Mayor Carlos A. Gimenez, "CareerSource" South Florida, Neighbors and Neighbors Association (NANA), and other local agencies have partnered to offer a Construction Certification Training to help put eligible Miami-Dade County residents living in zip codes 33142 and 33147 back to work.

Employ Miami-Dade has three goals: 1) connect employers who need workers with those workers; 2) provide the skills training necessary to prepare our residents to enter the workforce; and 3) ensure that Miami-Dade residents are first in line to be considered for jobs. Explain training programs that will be implemented for construction and post construction jobs, including the proposer's commitment of the number of jobs that will be provided.

- B. Section 3 of the HUD Act of 1968** requires that job training and employment opportunities be directed to businesses that are owned by, or that substantially employ low or very-low income persons (**see Exhibit B**).
- C.** Describe proposer's commitment to job training classes for residents, capacity per class, and trade covered for each class. Provide evidence and documentation (i.e. work plans, Memorandum of Understanding (MOU), etc.)
- D.** Describe proposer's commitment for total number of Section 3 jobs to be created and breakdown by trade during construction and post-construction. Provide evidence and documentation (i.e. work plans, MOU's, etc.)
- E.** Identify certified Section 3 businesses and other certified small and minority firms, women-owned enterprises and labor area surplus firms that are part of the development team, and additional commitment on number of participating sub-contractors and suppliers that will be Certified Section 3 or other certified minority-owned businesses. Provide evidence of participation and/or documentation to support commitment and ability to access resources (i.e. past experience.)
- F.** The awarded developer shall take affirmative steps as indicated in HUD CFR 85.36 (e) to include:
1. Placing qualified small and minority businesses and women's business enterprises on solicitation list;
  2. Assuring that small and minority business and women's business enterprises are solicited whenever they are potential sources;
  3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
  4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
  5. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
  6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) 1 through 5 of this section.

- G. Identify partners and resources that will contribute to the Liberty City/Liberty Square well-being, such as education, family counseling, etc. Provide evidence of participation and/or documentation to support commitment and ability to access resources (i.e. past experience.)
- H. Training and employment of ex-offenders. Proposer shall confirm in writing if it is agreeable to training and employment of ex-offenders (which is highly encouraged). Describe previous experience in this area on other development projects or programs.

**3.13 EXCEPTION AND PROPOSED ALTERNATIVE APPROACH TO PROVIDING THE SERVICES**

Identify if Proposer has taken any exception to the terms of this RFA. If so, indicate what alternative is being offered and the cost implications of the exception(s).

**END OF SECTION 3.0**

**4.0 EVALUATION PROCESS**

**4.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS**

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this RFA. Determination of responsiveness shall be at the sole discretion of PHCD. A responsive proposal is one which follows the requirements of this RFA, includes all requested documentation, is submitted in the form and format outlined in this RFA, is a timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

**4.2 EVALUATION CRITERIA**

Proposals will be evaluated by an Evaluation/Selection Committee which will evaluate and rank proposals on criteria listed below. The Evaluation/Selection Committee will be comprised of appropriate County personnel with the appropriate experience and/or knowledge, striving to ensure that the Evaluation/Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total amount as indicated on following page per Evaluation/Selection Committee member.

<u>Evaluation Criteria</u>	<u>Maximum Points</u>	
1. Proposer's demonstrated qualifications, experience, capacity and past performance in mixed-financed/HUD-subsidized family housing and other proposed uses of similar size, scope, complexity and financing strategy as the project(s) proposed by developer. <b>(Refer to TAB 2)</b>	18	
1.1. Proposer's Financial Strength <b>(Section 3.5)</b>	4	
1.2. Proposers Experience partnering (as a co-owner or co-developer) with small and minority firms and/or women-owned enterprises. <b>(Section 3.5)</b>	3	
		<b>25</b>
2. Development Team's demonstrated qualifications, experience, (including past performance on PHCD and/or County projects) and capacity, including key personnel of developer, consultants, and legal counsel that will be assigned to the project proposed by Developer with similar complex projects and development of multi-family rental housing for HUD. <b>(Refer to TAB 3)</b>		
2.1. Development Team key personnel experience developing similar complex projects. <b>(Section 3.6)</b>	10	
2.2. Development Team key personnel experience in developing multi-family rental housing for HUD projects <b>(Section 3.6)</b>	5	
2.3. Experience interacting with community, residents, and media. <b>(Section 3.6)</b>	5	
2.4. Development Team key personnel experience in completing complex projects with phased completion (i.e. Phase I completion - 24 months, all other phases completion - 36 months). <b>(Section 3.6)</b>	9	
2.5. Capability of building family units at no more than \$225,000/unit of Total Development Cost (TDC). <b>(Section 3.6)</b>	6	
2.6. Management experience. <b>(Section 3.7)</b>	4	
2.7. Architect's experience. <b>(Section 3.8)</b>	4	
2.8. Legal Counsel experience with mixed-finance HUD transactions, HUD Disposition/Demolition approval process, and other HUD requirements. <b>(Section 3.9)</b>	7	
		<b>50</b>
3. Development concept and financial strategies for designated project. <b>(Refer to TAB 3)</b>		
3.1. Proposed design and development concept (including zoning) and its compatibility with proposed use. <b>(Section 3.10)</b>	12	
3.2. Action plan, relocation plan in accordance with USHUD requirements, project phasing, and project schedule / completion requirements. <b>(Section 3.10)</b>	13	
3.3. Proposed financial strategy and firmness of financing commitments, financing for each phase, proforma, and proposed County participation in revenue and income streams. <b>(Section 3.11)</b>	20	
		<b>45</b>
4. Resident Job Training, Employment, Section 3 and small and minority firms, women-owned enterprises and labor surplus firms for proposed project. <b>(Refer to TAB 3)</b>		
4.1. Commitment on number of job training classes for residents, capacity per class, and trade covered for each class and strength of evidence supporting commitments. <b>(Section 3.12)</b>	7	
4.2. Commitment for total number of Section 3 jobs to be created and breakdown by trade during construction and post-construction and strength of evidence supporting commitments. <b>(Section 3.12)</b>	7	



4.3. Identity of Certified Section 3 businesses and other certified small and minority firms, women-owned enterprises and labor surplus area firms, that are part of the development team and additional commitment on number of participating sub-contractors and suppliers that will be Certified Section 3 or other certified small and minority firms, women-owned enterprises and labor surplus firms. ( <b>Section 3.12</b> )	7	
4.4. Identity of partners and resources that will contribute to the Liberty City/Liberty Square well-being, such as education, family counseling, etc. ( <b>Section 3.12</b> )	7	
4.5. Training and employment of ex-offenders ( <b>Section 3.12</b> )	2	
		<b>30</b>
<b>Total points</b>		<b>150</b>

Optional additional points based on proposer being a Certified Section 3 business 5

**Note: Proposers pre-certified by PHCD as a Section 3 business are eligible to receive a maximum of five (5) additional points. Proof of certification shall be submitted with proposal. A Proposer must be certified by PHCD by the proposal due date and must comply with the requirements of Exhibit B, Document 00200-B, Section 3 Business Preference Claim Form to qualify for the preference.**

#### 4.3 ORAL PRESENTATIONS

Upon completion of the technical criteria evaluation indicated above, rating and ranking, the Evaluation/Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (**See Form A-2** regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Evaluation/Selection Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation. In the interest of ensuring the evaluation process can be completed within the timeframe required to meet dates for Board approval of recommendations resulting from this RFA, the County reserves the right to combine oral presentations with its technical review.

#### 4.4 NEGOTIATIONS

The County may determine the initial proposal is sufficient and requires no negotiations. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint. In the event, the Proposer intends to compete for 9% LIHTC or other financing opportunities with the Florida Housing Finance Corporation or other agencies, the County intends to initially negotiate, subject to the approval of the Miami-Dade Board of County Commissioners, a short term ground lease agreement for up to 11 months, which will serve as evidence of site control over the property(ies). This ground lease agreement will be conditioned on the successful Proposer obtaining housing credits or other financing. If the Proposer is successful in obtaining an award from the Florida Housing Finance Corporation and/or other funding that makes the project financially viable, the County further intends to negotiate other mixed-finance documents which are required and subject to HUD's approval.

The Evaluation/Selection Committee will evaluate, score and rank proposals, and submit the results of their evaluation to the County Mayor or designee with recommendations for negotiations. It is the County's intent to award the contract to one (1) Proposer who will develop Liberty Square and Lincoln Gardens (i.e. Liberty Square Rising) in its' entirety. The Proposer selected as first choice will be recommended for negotiations. The County Mayor or designee

will determine with which Proposer(s) the County shall negotiate, if any. In his sole discretion, the County Mayor or designee may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, or may request best and final offers. The County intends to negotiate a master development agreement, long term ground lease agreement and other applicable agreement(s) with selected proposer for the site recommended by the County Mayor through the evaluation process. The County reserves the right not to award as it may not be in the County's best interest.

Notwithstanding the foregoing, if the County and the highest ranked proposer cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Mayor's or designee's discretion, begin negotiations with the next highest ranked Proposer(s) for a site. This process may continue until a contract acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the county arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall:

- a) Complete a Non-Collusion Affidavit, in accordance with Sections 2-8-1.1 of the Miami-Dade County Code as amended by Ordinance No. 08-113. (If a Proposer fails to submit the required Non-Collusion Affidavit, said Proposer shall be ineligible for award.)

#### **4.5 CONTRACT AWARD**

Any contract, resulting from this RFA, will be submitted to the County Mayor or designee for approval. All Proposers will be notified in writing when the County Mayor or designee makes an award recommendation. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding rights of protest, the County's decision of whether to make the award and to which Proposer shall be final. Time is of the essence; therefore, in order to expedite the project, after the County makes a selection to award and a master development agreement is approved by the Board of County Commissioners and is executed, the selected proposer shall begin pre-development activities immediately prior to Financial Closing. This includes organizing design charrettes with stake holders, preparing final conceptual plan and applying for any proposed zoning changes.

#### **4.6 DEVELOPMENT RIGHTS**

The Developer shall have not more than 11 months from the execution of the initial ground lease to obtain financing to make the first phase of the project financially feasible for development, as determined by PHCD, after which time development rights will automatically expire under this RFA. The County however, shall have no obligation to provide a new ground lease beyond the initial 11 month ground lease provided to Developer. Selected Proposer shall not transfer development rights.

**END OF SECTION 4.0**

## **5.0 TERMS AND CONDITIONS**

The terms and conditions summarized below are of special note.

### **5.1 VENDOR REGISTRATION**

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. The Vendor Registration Package, including all affidavits can be obtained by downloading from the Internal Services Department (ISD) website at <http://www.miamidade.gov/procurement/library/vendor-affidavits> or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, Florida. The recommended Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete and accurate, at the time they submitted a response to the RFA, by completing an Affirmation of Vendor Affidavit form.

### **5.2 INSURANCE REQUIREMENTS**

The Contractor shall furnish to the County, Department of Procurement Management, prior to the commencement of any work under any agreement, Certificate(s) of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

### **5.3 INSPECTOR GENERAL REVIEWS**

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise indicated.

**END OF SECTION 5.0**

**6.0 DESCRIPTION OF EXISTING SITES(S) AVAILABLE FOR REDEVELOPMENT**

All information indicated in this RFA and other sources concerning existing public housing developments is provided for your convenience and for initial planning purposes only. It is the Proposers responsibility to perform any due diligence required in determining and verifying zoning, possible density, historic designations, land use restrictions, acreage, etc.

SITE #	Development Name	Address	Comm Dist	Jursidiction	Elderly or Family	Bedroom Sizes	# of Elderly Units	# of Family Units	Total Units	Zoned	Acres	Existing # Stories
170	Liberty Square-5-002 (Folio #01-3114-002-0010)	1301 NW 62nd St. (Property Appraiser: 1200 NW 62 LN)	3	Miami	Family	1 BR = 16 2 BR = 132 3 BR = 28 4 BR = 64 5 BR = 12	0	252	252	R-3	16.4*	1 & 2
170	Liberty Square- 5-005 (Folio #01-3114-009-0010)	1415 NW 63rd St.	3	Miami	Family	2 BR = 140 3 BR = 42 4 BR = 56 5 BR = 42	0	280	280	R-3	17.3*	1 & 2
170	Liberty Square- 5-003 (Folio #01-3114-002-0010)	1219 NW 63rd St. (Property Appraiser: 1200 NW 62 LN)	3	Miami	Family	1 BR = 16 2 BR = 57 3 BR = 90 4 BR = 10 5 BR = 4	0	177	177	R-3	15.4*	1 & 2
120	Lincoln Gardens (Folio # 30-3122-004-0010)	4701 NW 24th Ct. (Property Appraiser: 4771 NW 24 CT)	3	County	N/A	N/A	N/A	N/A	N/A	RU-2 and RU-4	9.06	N/A

\*Approximate Acres – not including the streets. Refer to survey.

1. "Liberty Square Rising" - The redevelopment of Liberty Square and Lincoln Gardens is the top priority for PHCD and is the only project included in this RFA.
2. In addition to other requirements and goals enumerated in previous sections of the RFA, other specific goals and requirements of this project include:
  - a) "Liberty Square Rising" is a comprehensive redevelopment approach to significantly revitalize not only the Liberty Square and Lincoln Gardens public housing sites but the Liberty City area. The selected Developer will work cooperatively with PHCD, Liberty Square residents, their resident council, and other stakeholders including the City of Miami (including City Manager, Building and Zoning, etc.) the School Board, City of Miami Police Department, social services agencies, community groups, private foundations and companies, etc. so that the redevelopment is a catalyst for more widespread neighborhood revitalization. Additionally, PHCD (under a separate RFA) will provide for home ownership and rental affordable opportunities in Liberty City to further promote transformation and positive change in the area. This redevelopment is not only about bricks and mortar but also about the community and its residents.
  - b) A very important part of the development process is resident engagement. The awarded Developer shall hold a series of meetings to review all aspects of the development process with residents and obtain their input. Issues to be discussed shall include: project schedule, design (including unit interior, exterior, air conditioning and other building systems, materials, accessible units, common areas, site and parking, security systems, landscaping, amenities and features), construction, phasing, relocation and expenses (to be paid by Developer), services to be maintained during construction, residents right to return, property management, resident leases, Section 3, job training and opportunities, services, programs, any existing historically designated structures and/or historic significant structures and any other pertinent issues. The awarded Developer shall also provide residents with updates on the progress of the project.
  - c) The redevelopment of Liberty Square will pair the existing occupied Liberty Square site with Lincoln Gardens, a vacant public housing site approximately two miles from Liberty Square. Both of these sites together will be considered the redevelopment project. One developer shall be selected for the redevelopment project.
  - d) All Liberty Square eligible public housing residents will have right of first refusal to return to occupy new public housing units once these are completed. The date to be used for eligibility determination will be determined in conjunction with HUD, the selected Developer and PHCD. However, the County wants the Evaluation Committee to be able to compare RFA proposals received in a fair and equitable manner (i.e. "apples to apples"). Therefore, for the purpose of the proposal responses to this RFA only and to provide an equal baseline for comparison of proposals, Proposers should use 640 public housing units as the number of public housing units that will be replaced with the understanding that the actual number of public housing units will change, either up or down, depending on eligibility to return. Additionally, Proposers should assume that the percentage of bedroom sizes as currently exists is to be provided for the public housing replacement units (see chart on page 32 of this RFA).

- e) Awarded Developer shall confirm that all public housing residents who are eligible to return will receive a new public housing unit with the appropriate bedroom size in accordance with HUD and PHCD occupancy guidelines.
  - f) The Proposer shall make its own evaluation and determination of proposed number of overall units, (in addition to 640 public housing units), for affordable units, market rate units and other uses to achieve required mixed-income, mixed-finance and mixed-use approach.
  - g) Other than Phase 1 of resident relocation, which will be a relocation of some of the residents of Liberty Square to Lincoln Gardens, additional resident relocation will be phased within the existing Liberty Square site to allow construction of various portions of the site while other portions remain occupied.
    - 1) Options to on-site relocation may include temporary relocation with friends or family off-site, with a stipend, at the option of the residents. Additionally, the County may designate a limited number of off-site comparable public housing units for temporary off-site relocation of residents, with a stipend, at the option of the residents. Residents who select these options will maintain their right to return.
  - h) The design of the project shall include Crime Prevention Through Environmental Design (CPTED) strategies, in addition to meeting with police and others who can provide beneficial input for additional crime prevention initiatives. (Refer to section 1.4 – Definitions, 1.4.5, for detailed description of CPTED.)
3. The existing Liberty Square site has approximately 57 acres and will be paired with the Lincoln Gardens vacant site (approximately 9 acres) as one redevelopment project (i.e. Liberty Square Rising.) Lincoln Gardens is approximately two miles from Liberty Square. The existing Liberty Square site has three lots. Lot #5-003 has 280 existing public housing units, Lot #5-002 has 252 existing public housing units and Lot #5-005 has 177 existing public housing units. Lots 5-002 and 5-003 have folio #01-3114-002-0010 and Lot 5-005 has folio #01-3114-009-0010. Lot #5-005 contains a community center, baseball field, basketball court and a tot lot. The existing community center should not be taken out of service until a new community center with corresponding services is completed.
4. Subject to HUD approval of the County's demolition/disposition application, existing public housing units at Liberty Square will be demolished in phases and replaced with a mix of new affordable, market rate and public housing units (i.e. the new units). Phase 1 will include the construction of a portion of the new units (as applicable) at the Lincoln Gardens vacant site. (Note: this will require re-zoning of the Lincoln Gardens site to allow more than 95 units). Once construction of Phase 1 is completed and occupied, residents from an existing portion (i.e. phase) of the current Liberty Square site (Phase 2) will be relocated to Phase 1. Only after completion of Phase 1 will Phase 2 be available for demolition and new construction. Once Phase 2 is completed and occupied, existing residents from the next phase (Phase 3) will be relocated to Phase 2 and Phase 3 would be demolished and new units built. The phasing would be repeated until all of the existing public housing units are demolished and the new units are built, in addition to new common areas and site improvements.
5. The architectural character, design and amenities for Liberty Square Rising (Phase I and subsequent phases at the existing Liberty site) shall be similar so that there is an identifiable connection between the sites even though they are geographically separate.

6. At a minimum, amenities for the Liberty Square Rising shall include: central air conditioning, child care center, tot lot/playground, community center with library and computer lab, energy star appliances, washer and dryer hook-ups in each unit, laundry facilities, cable connection in each unit and security cameras throughout. The Lincoln Gardens site will have its own amenities which shall be the same as indicated above.
7. Knowledge and experience with required zoning changes to accommodate Proposer's development concept, RFA requirements and the corresponding process to obtain zoning approvals, is a critical component of the redevelopment process. The awarded Developer will proceed with the zoning changes applications and approvals immediately after award by the Board in order to expedite this process.
8. On March 3, 2015, the Board of County Commissioners (Board) approved the re-allocation of approximately \$32 million in General Obligation Bonds (GOB) previously allocated to Elizabeth Virrick II, Victory Homes and Lincoln Gardens, to the Liberty Square/Lincoln Gardens redevelopment. PHCD will allocate \$2 million per year in Documentary Surtax funding over the next three Surtax funding cycles (2015, 2016 and 2017) and an additional \$8 million is expected to be obtained from the Capital Fund Financing Program (CFFP), subject to HUD approval (a total of approximately \$46 million.) It is important to note that this funding will be available only after selected Developer has aggressively pursued all other available funding sources as enumerated in Section 1.2 Development Goals. The referenced funding from the County will be considered "gap" financing.
9. Elizabeth Virrick II, Victory Homes, Lincoln Gardens and Liberty Square are all located in County Commission District 3.

Note #1: Section 6.0, paragraph 4 above indicates a conceptual phasing to allow relocation of residents to Lincoln Gardens first followed by phasing within the existing Liberty Square site. The Proposer shall make its own evaluation and determination to meet RFA stated goals and requirements and submit its own phasing plan, including a conceptual phasing site plan with its proposal (refer also to Section 3.10, 11).

Note #2: Proposers may also provide an "alternative approach" to that indicated herein for consideration by the County. Proposer shall explain the benefits of this alternative approach for the County, the community, Liberty Square residents and the project. This shall be indicated in proposal as "Alternative Approach" and a response to each item under Section 3.10 – Development Concept for Designated Project and Section 3.11 - Financial Strategies for Designated Project and County Participation in Financial Proceeds, shall be provided.

**ATTACHMENT 6.1**

**LIBERTY SQUARE SURVEY**



Not valid without the signature and original robot seal of a Florida Licensed surveyor and mapmaker.

THIS DOCUMENT IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED.

DATE: 08-15-2023

TRINACLE SURVEYING AND MAPPING, INC.

John Little  
Professional Surveyor and Mapper #2272  
State of Florida

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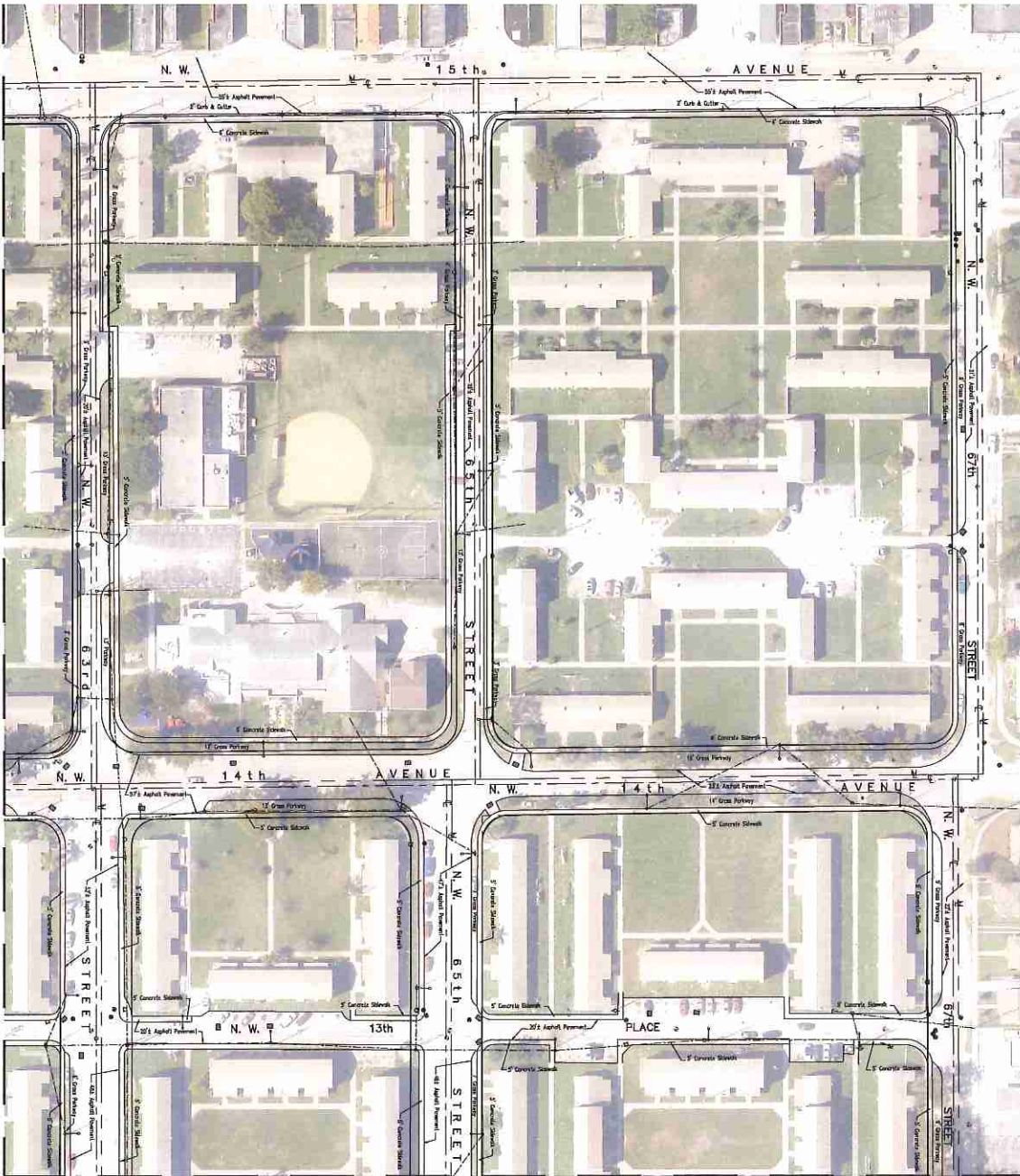
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SEE SHEET 3 OF 5

SEE SHEET 5 OF 5

- LEGEND:**
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  - Concrete gate
  - Catch basin
  - Catch basin
  - Clean out
  - Concrete light pole
  - Electric box
  - Fire hydrant
  - Street light pole
  - Electrical meter
  - Gas meter manhole
  - Drainage manhole
  - Electrical manhole
  - Fire hydrant
  - Monitoring well
  - Signal mast arm
  - Gas valve
  - Sewer valve
  - Water valve
  - Water meter
  - Water meter
  - Signal master control

DATE: 03/23/16	PROJECT: 2400-15
DRAWN: TWP	CHECKED BY: JF
PLOT: 3/24/16 (3:40)	DRAWING NO. 2272
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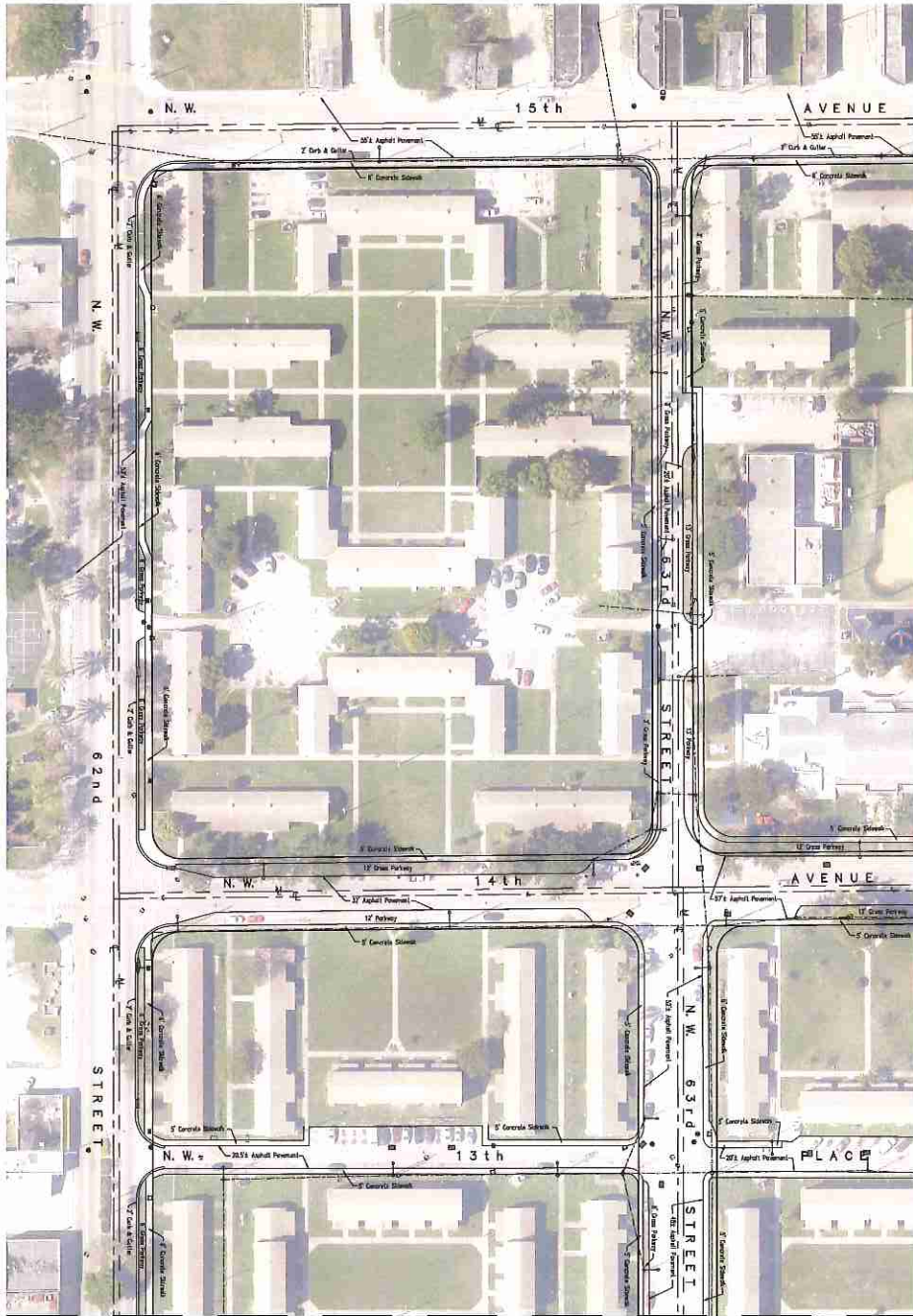
**LIBERTY SQUARE**

**SKETCH OF BOUNDARY SURVEY**



Not valid without the signature and original raised seal of a Florida licensed surveyor and mapper.

This document is intended only for the specific purpose and client for which it was prepared.



SEE SHEET 2 OF 5

SEE SHEET 4 OF 5

- LEGEND:**
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  - Guy
  - Concrete pole
  - wood pole
  - catch basin
  - clean out
  - Wood light pole
  - Electric box
  - Fire hydrant
  - Gas meter
  - Electrical meter
  - Ductage manhole
  - Electrical manhole
  - Sanitary sewer manhole
  - Monitoring well
  - Single sign support
  - Sewer valve
  - Water valve
  - Wood light pole
  - Wire pull box
  - Signal master control

DATE: 03/25/2015	PROJECT: 2400-15
DRAWN: T.M.C.	CHECKED: J.R.
DATE: 04/03/2015	DATE: 04/03/2015
SHEET: 3 OF 5	SHEET: 2272

LIBERTY SQUARE

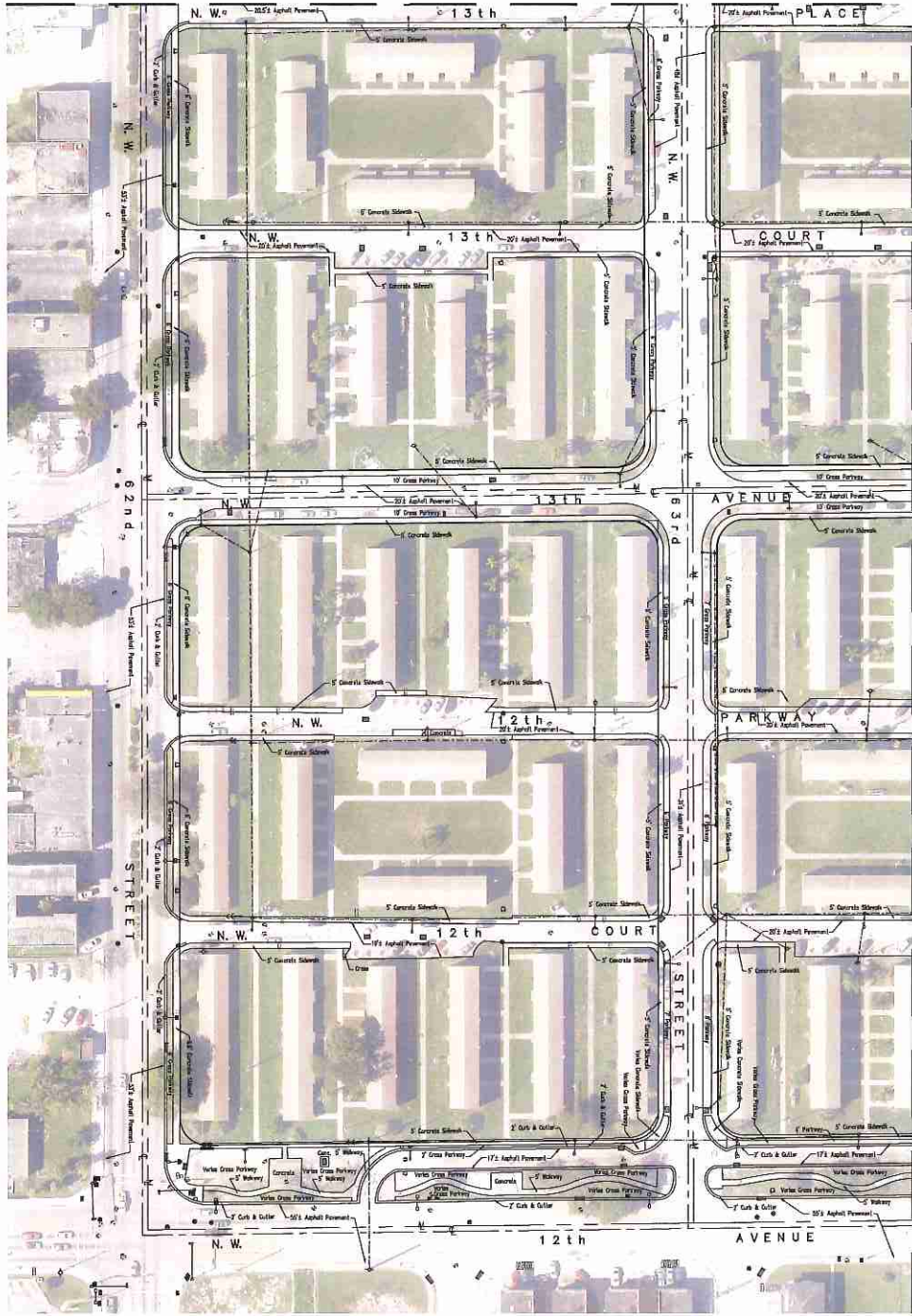
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SEE SHEET 3 OF 5



SEE SHEET 5 OF 5

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  - ☐ Cotton basin
  - ☐ Clean out
  - ☐ Wood light pole
  - ☐ Electric light pole
  - ☐ Fire hydrant
  - ☐ Gas meter
  - ☐ Gas meter
  - ☐ Gas meter
  - ☐ Electric meter
  - ☐ Electric meter
  - ☐ Water mainline
  - ☐ Sanitary sewer mainline
  - ☐ Signal mast arm
  - ☐ Single sign support
  - ☐ Sign
  - ☐ Water valve
  - ☐ Wood light pole
  - ☐ Wire pull box
  - ☐ Signal master control

DATE: 02/23/2016	PROJECT: 2400-15
SCALE: 1"=40'	DRAWN BY: JF
FILE: 2400-15 (2400-15)	DATE: 02/23/2016
SHEET 4 OF 5	DATE: 2/27/12

**LIBERTY SQUARE**

**SKETCH OF BOUNDARY SURVEY**

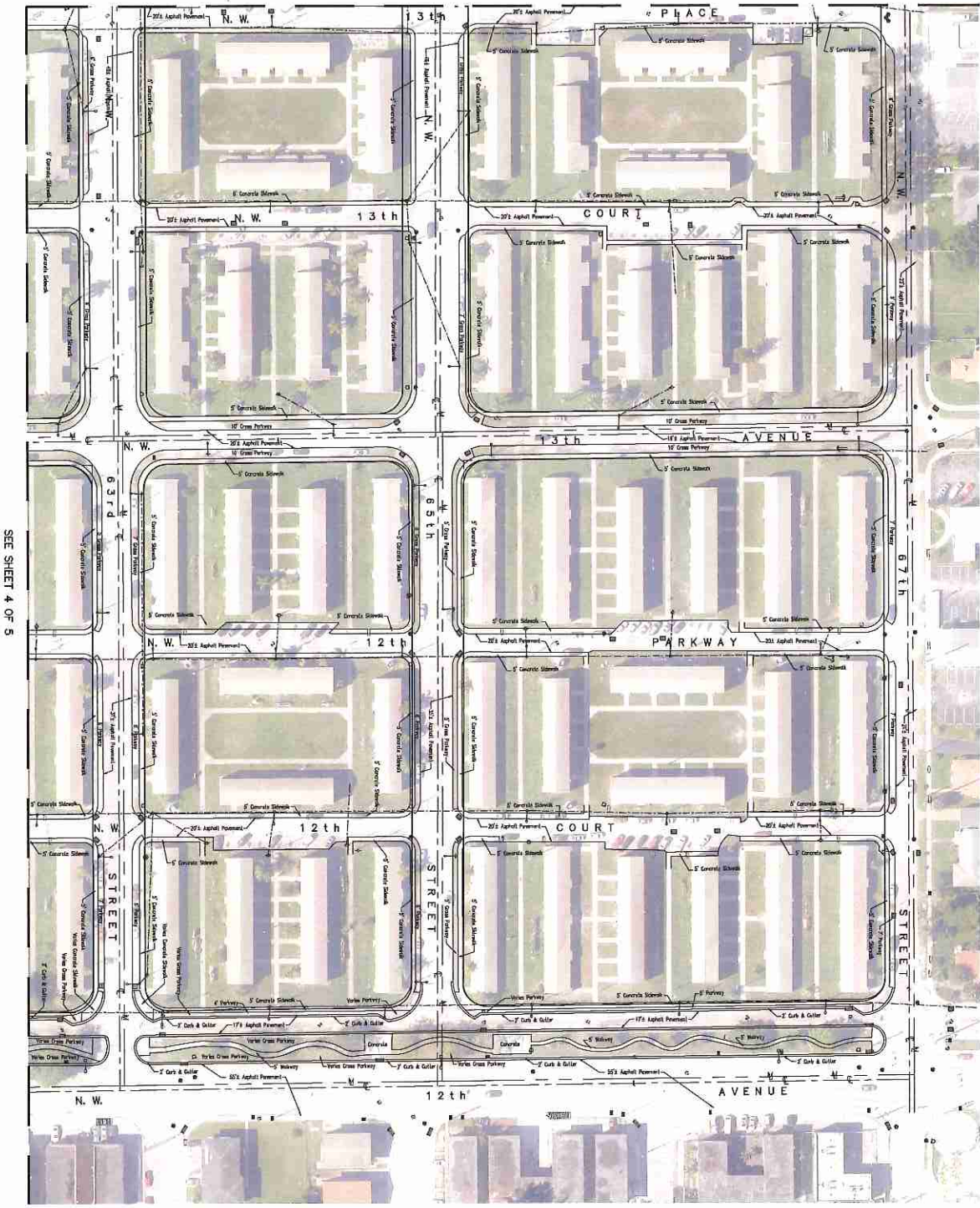


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SEE SHEET 2 OF 5



SEE SHEET 4 OF 5

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  - ⊖ Catch basin
  - ⊕ Clean out
  - ⊖ Wood light pole
  - ⊕ Electric box
  - ⊖ Fire hydrant
  - ⊕ Street light pole
  - ⊖ Electrical meter
  - ⊕ Dismeter
  - ⊖ Dismeter
  - ⊕ Electrical manhole
  - ⊖ Sanitary sewer manhole
  - ⊕ Monitoring well
  - ⊖ Signal mast arm
  - ⊕ Signal support
  - ⊖ Signal support
  - ⊕ Sewer valve
  - ⊖ Sewer valve
  - ⊕ Water valve
  - ⊖ Water meter
  - ⊕ Water meter
  - ⊖ Wire pull box
  - ⊕ Signal master control

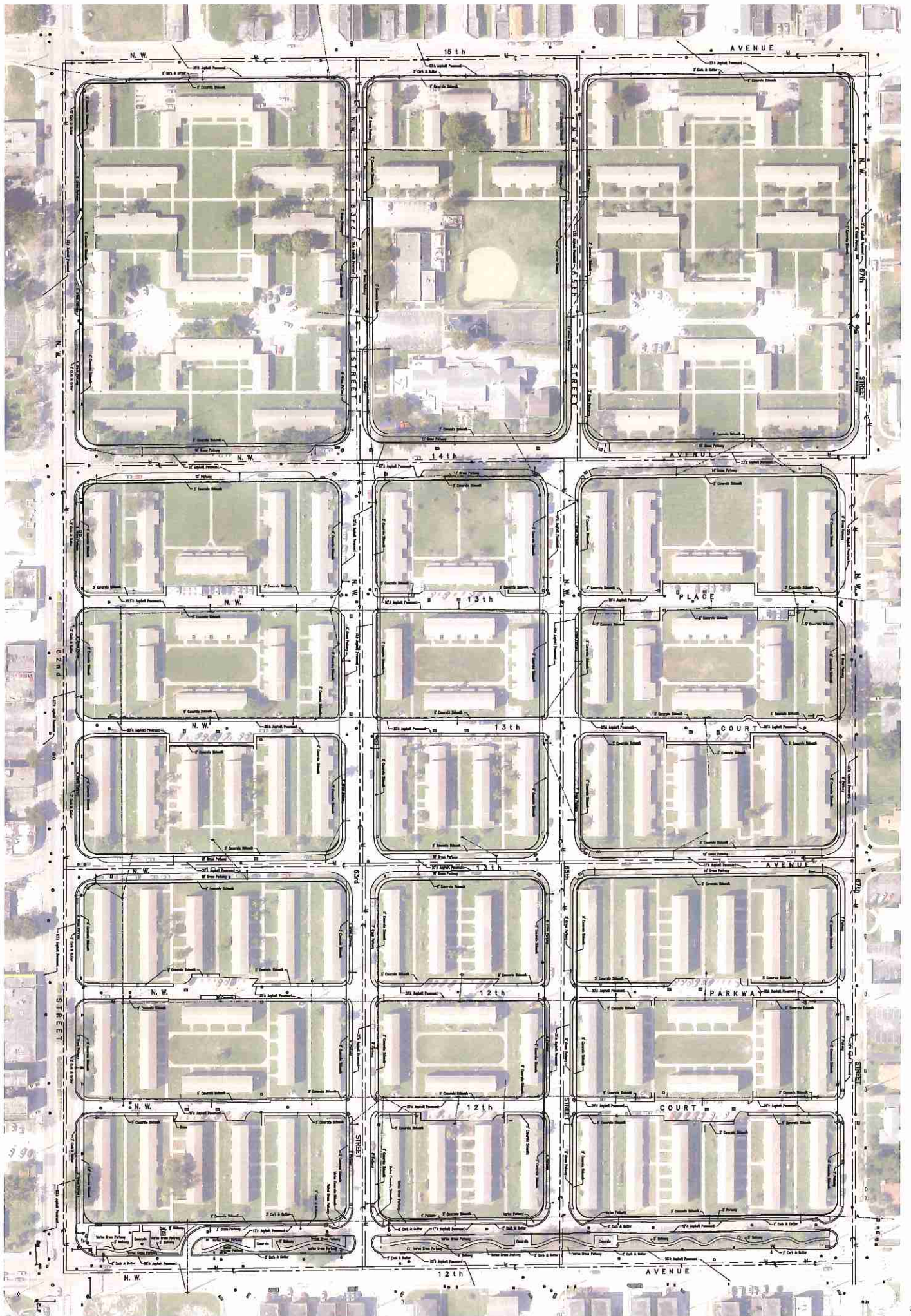
DATE: 01/03/2016	PROJECT: 2400-15
SCALE: 1"=40'	DRAWN BY: JF
P.E. 30476 (02-26)	CHECKED BY: AB
SHEET 5 OF 5	SUBJECT: 2272

LIBERTY SQUARE

SKETCH OF BOUNDARY SURVEY



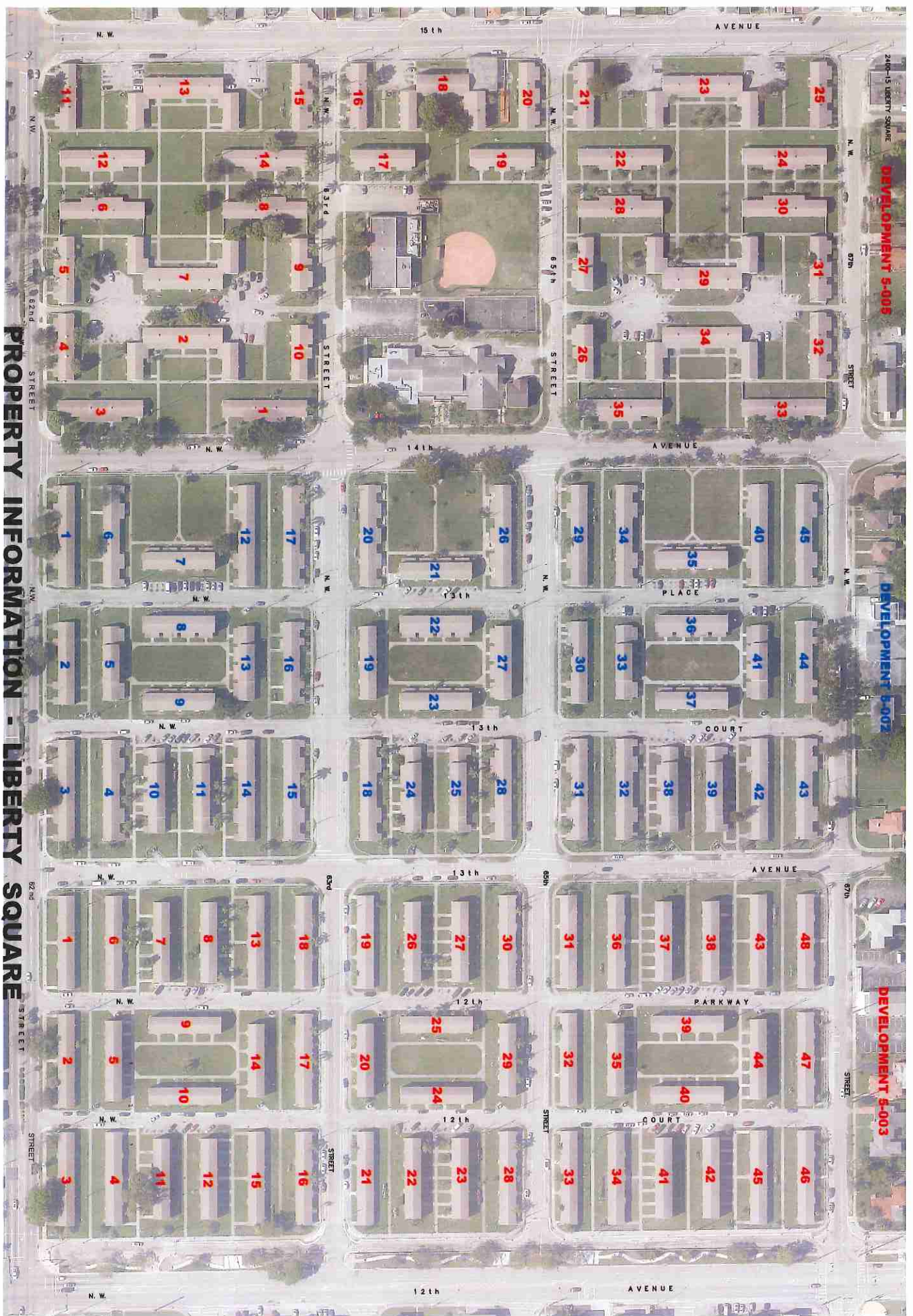




**ATTACHMENT 6.2**

**LIBERTY SQUARE PROPERTY INFORMATION**







# Building and Dwelling Unit Information

Site: 170

Dev#: 5-002

**Legend:** Building Identifier: How you identify each building, ie, Building A, Building 1, etc.  
 Building Address: Would mainly apply to a single family or duplex building but could only apply to apartment complexes as well  
 Building Types: Common Building – Duplex – Single Family – Low-rise or Garden Apartment – Mix or High-rise Apartments – Row or Townhouses  
 Total Units: The total number of dwelling units within that building  
 List Units: All units and types within a building must be listed in ascending order, ie., from lowest number to highest

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					001	002	003	004												
1	1375, 1371, 1365, & 1361 NW 62 Street	Row	4	1937	4	4	4	4	4											
		Number of bedrooms in each unit				4	4	4	4											

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					005	006	007	008												
2	1331, 1329, 1321 & 1319 NW 62 Street	Row	4	1937	2	3	3	2												
		Number of bedrooms in each unit				2	3	3	2											

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					009	010	011	012												
3	1317, 1311, 1305, & 1301 NW 62 Street	Row	4	1937	4	4	4	4												
		Number of bedrooms in each unit				4	4	4	4											

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					013	014	015	016												
4	1300, 1304, 1310, & 1314 NW 62 Street	Row	4	1937	4	4	4	4												
		Number of bedrooms in each unit				4	4	4	4											

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					017	018	019	020	021	022										
5	1316, 1326, 1320, 1330, 1322 & 1324 NW 62 Terr.	Row	6	1937	2	2	2	2	2	2										
		Number of bedrooms in each unit				2	2	2	2	2	2									

# Building and Dwelling Unit Information

Site: 170

Dev#: 5-002

**Legend:** Building Identifier: How you identify each building, ie, Building A, Building 1, etc.

Building Address: Would mainly apply to a single family or duplex building but could only apply to apartment complexes as well.

Building Types: Common Building – Duplex – Single Family – Low-rise or Garden Apartment – Mix or High-rise Apartments – Row or Townhouses

Total Units: The total number of dwelling units within that building

List Units: All units and types within a building must be listed in ascending order, ie, from lowest number to highest

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor										
					023	024	025	026							
6	1360, 1364, 1370, & 1374 NW 62 Terrace	Row	4	1937	3	3	3	3							
					Number of bedrooms in each unit										

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor									
					027	028	029	030	031	032	033	034		
7	6231, 6221, 6229, 6219, 6227, 6217, 6225 & 6215 NW 13 Place	Row	8	1937	2	2	2	2	2	2	2	2	2	
					Number of bedrooms in each unit									

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor									
					035	036	037	038	039	040	041	042		
8	6216, 6224, 6218, 6226, 6220, 6228, 6222 & 6230 NW 13 Court	Row	8	1937	2	2	2	2	2	2	2	2	2	
					Number of bedrooms in each unit									

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor									
					043	044	045	046	047	048	049	050		
9	6231, 6221, 6229, 6219, 6227, 6217, 6225 & 6215 NW 13 Court	Row	8	1937	2	2	2	2	2	2	2	2	2	
					Number of bedrooms in each unit									

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor									
					051	052	053	054	055	056				
10	1317, 1311, 1303, 1301, 1309 & 1305 NW 62 Terrace	Row	6	1937	2	4	3	4	3	2				
					Number of bedrooms in each unit									

# Building and Dwelling Unit Information

Site: 170

Dev#: 5-002

## Legend:

Building Identifier: How you identify each building, ie, Building A, Building 1, etc.  
 Building Address: Would mainly apply to a single family or duplex building but could only apply to apartment complexes as well.  
 Building Types: Common Building – Duplex – Single Family – Low-rise or Garden Apartment – Mix or High-rise Apartments – Row or Townhouses  
 Total Units: The total number of dwelling units within that building  
 List Units: All units and types within a building must be listed in ascending order, ie., from lowest number to highest

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor									
					057	058	059	060	061	062				
11	1300, 1312, 1304, 1314, 1306 & 1310 NW 62 Lane	Row	6	1937	057	058	059	060	061	062				
		Number of bedrooms in each unit				2	4	3	4	3	2			

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor									
					063	064	065	066						
12	1375, 1371, 1365 & 1361 NW 62 Lane	Row	4	1937	063	064	065	066						
		Number of bedrooms in each unit				4	4	4	4					

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor									
					067	068	069	070	071	072				
13	1335, 1325, 1331, 1319, 1329 & 1327 NW 62 Lane	Row	6	1937	067	068	069	070	071	072				
		Number of bedrooms in each unit				2	2	2	2	2	2			

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor									
					073	074	075	076						
14	1317, 1311, 1305 & 1301 NW 62 Lane	Row	4	1937	073	074	075	076						
		Number of bedrooms in each unit				4	4	4	4					

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor									
					077	078	079	080						
15	1300, 1304, 1310 & 1314 NW 63 Street	Row	4	1937	077	078	079	080						
		Number of bedrooms in each unit				4	4	4	4					

# Building and Dwelling Unit Information

Site: 170

Dev#: 5-002

## Legend:

- Building Identifier: How you identify each building, ie, Building A, Building 1, etc.
- Building Address: Would mainly apply to a single family or duplex building but could only apply to apartment complexes as well.
- Building Types: Common Building – Duplex – Single Family – Low-rise or Garden Apartment – Mix or High-rise Apartments – Row or Townhouses
- Total Units: The total number of dwelling units within that building
- List Units: All units and types within a building must be listed in ascending order, ie., from lowest number to highest

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor										
					081	082	083	084							
16	1316, 1318, 1324 & 1326 NW 63 Street	Row	4	1937	081	082	083	084							
		Number of bedrooms in each unit		2	3	3	2								

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor										
					085	086	087	088							
17	1360, 1364, 1370 & 1374 NW 63 Street	Row	4	1937	085	086	087	088							
		Number of bedrooms in each unit		4	4	4	4	4							

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor										
					089	090	091	092							
18	1300, 1304, 1310 & 1314 NW 63 Terrace	Row	4	1937	089	090	091	092							
		Number of bedrooms in each unit		4	4	4	4	4							

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor										
					093	094	095	096	097	098	099	100			
19	1316, 1318, 1320, 1322, 1324, 1326, 1328 & 1330 NW 63 Terrace	Row	8	1937	093	094	095	096	097	098	099	100			
		Number of bedrooms in each unit		2	2	2	2	2	2	2	2	2	2		

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor										
					101	102	103	104	105	106	107	108			
20	1360, 1370, 1362, 1372, 1364, 1374, 1366 & 1368 NW 63 Terrace	Row	8	1937	101	102	103	104	105	106	107	108			
		Number of bedrooms in each unit		1	1	1	1	1	1	1	1	1	1		

# Building and Dwelling Unit Information

Site: 170

Dev#: 5-002

## Legend:

- Building Identifier:** How you identify each building, i.e. Building A, Building 1, etc.
- Building Address:** Would mainly apply to a single family or duplex building but could only apply to apartment complexes as well.
- Building Types:** Common Building – Duplex – Single Family – Low-rise or Garden Apartment – Mix or High-rise Apartments – Row or Townhouses
- Total Units:** The total number of dwelling units within that building
- List Units:** All units and types within a building must be listed in ascending order, i.e., from lowest number to highest

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor									
21	6331, 6321, 6329, 6319, 6327, 6317, 6325 & 6315 NW 13 Place	Row	8	1937	109	110	111	112	113	114	115	116		
		Number of bedrooms in each unit			2	2	2	2	2	2	2	2	2	

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor									
22	6316, 6318, 6320, 6322, 6324, 6326, 6328 & 6330 NW 13 Court	Row	8	1937	117	118	119	120	121	122	123	124		
		Number of bedrooms in each unit			2	2	2	2	2	2	2	2	2	

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor									
23	6331, 6329, 6327, 6325, 6321, 6319, 6317 & 6315 NW 13 Court	Row	8	1937	125	126	127	128	129	130	131	132		
		Number of bedrooms in each unit			2	2	2	2	2	2	2	2	2	

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor									
24	1317, 1311, 1309, 1305, 1303 & 1301 NW 63 Terrace	Row	6	1937	133	134	135	136	137	138				
		Number of bedrooms in each unit			2	4	3	4	3	2				

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor									
25	1300, 1304, 1306, 1310, 1312 & 1314 NW 64 Street	Row	6	1937	139	140	141	142	143	144				
		Number of bedrooms in each unit			2	4	3	4	3	2				

## Building and Dwelling Unit Information

Site: 170

Dev#: 5-002

### Legend:

- Building Identifier:** How you identify each building, ie, Building A, Building 1, etc.
- Building Address:** Would mainly apply to a single family or duplex building but could only apply to apartment complexes as well.
- Building Types:** Common Building – Duplex – Single Family – Low-rise or Garden Apartment – Mix or High-rise Apartments – Row or Townhouses
- Total Units:** The total number of dwelling units within that building
- List Units:** All units and types within a building must be listed in ascending order, ie., from lowest number to highest

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor									
26	1375, 1373, 1371, 1369, 1367, 1365, 1363 & 1361 NW 64 Street	Row	8	1937	145	146	147	148	149	150	151	152		
		Number of bedrooms in each unit				1	1	1	1	1	1	1	1	

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor									
27	1335, 1333, 1331, 1329, 1327, 1325, 1321 & 1319 NW 64 Street	Row	8	1937	153	154	155	156	157	158	159	160		
		Number of bedrooms in each unit				2	2	2	2	2	2	2	2	

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor									
28	1317, 1311, 1305 & 1301 NW 64 Street	Row	4	1937	161	162	163	164						
		Number of bedrooms in each unit				4	4	4	4					

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor									
29	1375, 1371, 1365 & 1361 NW 65 Street	Row	4	1937	165	166	167	168						
		Number of bedrooms in each unit				4	4	4	4					

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor									
30	1331, 1329, 1321 & 1319 NW 65 Street	Row	4	1937	169	170	171	172						
		Number of bedrooms in each unit				2	3	3	2					

**Building and Dwelling Unit Information**

**Legend:**

- Building Identifier: How you identify each building, ie, Building A, Building 1, etc.
- Building Address: Would mainly apply to a single family or duplex building but could only apply to apartment complexes as well.
- Building Types: Common Building – Duplex – Single Family – Low-rise or Garden Apartment – Mix or High-rise Apartments – Row or Townhouses
- Total Units: The total number of dwelling units within that building
- List Units: All units and types within a building must be listed in ascending order, ie., from lowest number to highest

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					1	2	3	4	5	6	7	8	9	10	11	12	13			
31	1317, 1311, 1305 & 1301 NW 65 Street	Row	4	1937	173	174	175	176												
		Number of bedrooms in each unit				4	4	4	4											

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					1	2	3	4	5	6	7	8	9	10	11	12	13			
32	1300, 1304, 1310 & 1314 NW 65 Terrace	Row	4	1937	177	178	179	180												
		Number of bedrooms in each unit				4	4	4	4											

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					1	2	3	4	5	6	7	8	9	10	11	12	13			
33	1316, 1320, 1322, 1324, 1326 & 1330 NW 65 Terrace	Row	6	1937	181	182	183	184	185	186										
		Number of bedrooms in each unit				2	2	2	2	2	2									

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					1	2	3	4	5	6	7	8	9	10	11	12	13			
34	1360, 1364, 1370 & 1374 NW 65 Terrace	Row	4	1937	187	188	189	190												
		Number of bedrooms in each unit				4	4	4	4											

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					1	2	3	4	5	6	7	8	9	10	11	12	13			
35	6531, 6529, 6527, 6525, 6521, 6519, 6517 & 6515 NW 13 Place	Row	8	1937	191	192	193	194	195	196	197	198								
		Number of bedrooms in each unit				2	2	2	2	2	2	2	2							

## Building and Dwelling Unit Information

Site: 170

Dev#: 5-002

### Legend:

- Building Identifier: How you identify each building, ie, Building A, Building 1, etc.  
 Building Address: Would mainly apply to a single family or duplex building but could only apply to apartment complexes as well.  
 Building Types: Common Building – Duplex – Single Family – Low-rise or Garden Apartment – Mix or High-rise Apartments – Row or Townhouses  
 Total Units: The total number of dwelling units within that building  
 List Units: All units and types within a building must be listed in ascending order, ie., from lowest number to highest

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor										
					207	208	209	210	211	212	213	214	215	216	
36	6516, 6518, 6520, 6522, 6524, 6526, 6528 & 6530 NW 13 Court	Row	8	1937	199	200	201	202	203	204	205	206			
		Number of bedrooms in each unit			2	2	2	2	2	2	2	2	2		

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor										
					207	208	209	210	211	212	213	214	215	216	
37	6531, 6529, 6527, 6525, 6521, 6519, 6517 & 6515 NW 13 Court	Row	8	1937	207	208	209	210	211	212	213	214			
		Number of bedrooms in each unit			2	2	2	2	2	2	2	2	2		

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor										
					215	216	217	218	219	220	221	222	223	224	
38	1317, 1311, 1309, 1305, 1303 & 1301 NW 65 Terrace	Row	6	1937	215	216	217	218	219	220					
		Number of bedrooms in each unit			2	4	3	4	3	2					

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor										
					221	222	223	224	225	226	227	228	229	230	
39	1300, 1304, 1306, 1310, 1312 & 1314 NW 66 Street	Row	6	1937	221	222	223	224	225	226					
		Number of bedrooms in each unit			2	4	3	4	3	2					

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor										
					227	228	229	230	231	232	233	234	235	236	
40	1375, 1371, 1365 & 1361 NW 66 Street	Row	4	1937	227	228	229	230							
		Number of bedrooms in each unit			3	3	3	3							



## Building and Dwelling Unit Information

Site: 170

Dev#: 5-002

### Legend:

- Building Identifier: How you identify each building, ie, Building A, Building 1, etc.  
 Building Address: Would mainly apply to a single family or duplex building but could only apply to apartment complexes as well.  
 Building Types: Common Building – Duplex – Single Family – Low-rise or Garden Apartment – Mix or High-rise Apartments – Row or Townhouses  
 Total Units: The total number of dwelling units within that building  
 List Units: All units and types within a building must be listed in ascending order, ie., from lowest number to highest

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					231	232	233	234	235	236										
41	1335, 1331, 1329, 1327, 1325 & 1319 NW 66 Street	Row	6	1937																
		Number of bedrooms in each unit				2	2	2	2	2	2	2								

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					237	238	239	240												
42	1317, 1311, 1305 & 1301 NW 66 Street	Row	4	1937																
		Number of bedrooms in each unit				4	4	4	4	4										

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					241	242	243	244												
43	1300, 1304, 1310 & 1314 NW 67 Street	Row	4	1937																
		Number of bedrooms in each unit				4	4	4	4	4										

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					245	246	247	248												
44	1316, 1318, 1324 & 1326 NW 67 Street	Row	4	1937																
		Number of bedrooms in each unit				2	3	3	2											

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					249	250	251	252												
45	1360, 1364, 1370 & 1374 NW 67 Street	Row	4	1937																
		Number of bedrooms in each unit				4	4	4	4											

# Building and Dwelling Unit Information

Site: 170

Dev#: 5-003

## Legend:

- Building Identifier: How you identify each building, ie, Building A, Building 1, etc.
- Building Address: Would mainly apply to a single family or duplex building but could only apply to apartment complexes as well.
- Building Types: Common Building – Duplex – Single Family – Low-rise or Garden Apartment – Mix or High-rise Apartments – Row or Townhouses
- Total Units: The total number of dwelling units within that building
- List Units: All units and types within a building must be listed in ascending order, ie., from lowest number to highest

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					001	002	003	004												
1	1251, 1245, 1243 & 1237 NW 62 Street	Row	4	1937																
		Number of bedrooms in each unit				4	4	4	4	4										

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					005	006	007	008												
2	1235, 1229, 1227 & 1219 NW 62 Street	Row	4	1937																
		Number of bedrooms in each unit				4	4	4	4	4										

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					009	010	011	012												
3	1217, 1209, 1207 & 1201 NW 62 Street	Row	4	1937																
		Number of bedrooms in each unit				4	4	4	4	4										

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					013	014	015	016												
4	1200, 1206, 1208 & 1214 NW 62 Terrace	Row	4	1937																
		Number of bedrooms in each unit				4	4	4	4	4										

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					017	018	019	020	021	022										
5	1218, 1220, 1224, 1226, 1230 & 1232 NW 62 Terrace	Row	6	1937																
		Number of bedrooms in each unit				5	3	5	3	5	3									

## Building and Dwelling Unit Information

Site: 170

Dev#: 5-003

### Legend:

Building Identifier: How you identify each building, i.e., Building A, Building 1, etc.

Building Address: Would mainly apply to a single family or duplex building but could only apply to apartment complexes as well.

Building Types: Common Building – Duplex – Single Family – Low-rise or Garden Apartment – Mix or High-rise Apartments – Row or Townhouses

Total Units: The total number of dwelling units within that building

List Units: All units and types within a building must be listed in ascending order, i.e., from lowest number to highest

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor											
6	1234, 1240, 1242 & 1248 NW 62 Terrace	ROW	4	1937	023	024	025	026								
		Number of bedrooms in each unit		4	4	4	4									

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor											
7	1249, 1247, 1243, 1241, 1237 & 1235 NW 62 Terrace	ROW	6	1937	027	028	029	030	031	032						
		Number of bedrooms in each unit		5	3	5	3	5	3							

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor											
8	1236, 1238, 1242, 1244, 1248 & 1250 NW 42 Lane	ROW	6	1937	033	034	035	036	037	038						
		Number of bedrooms in each unit		5	3	5	3	5	3							

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor											
9	6216, 6218, 6220, 6222, 6224, 6226, 6228 & 6230 NW 12 Pkwy	ROW	8	1937	039	040	041	042	043	044	045	046				
		Number of bedrooms in each unit		2	2	2	2	2	2	2	2					

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor											
10	6231, 6229, 6227, 6225, 6221, 6219, 6217 & 6215 NW 12 Court	ROW	8	1937	047	048	049	050	051	052	053	054				
		Number of bedrooms in each unit		2	2	2	2	2	2	2	2	2				

# Building and Dwelling Unit Information

Site: 170

Dev#: 5-003

## Legend:

- Building Identifier: How you identify each building, ie, Building A, Building 1, etc.
- Building Address: Would mainly apply to a single family or duplex building but could only apply to apartment complexes as well.
- Building Types: Common Building – Duplex – Single Family – Low-rise or Garden Apartment – Mix or High-rise Apartments – Row or Townhouses
- Total Units: The total number of dwelling units within that building
- List Units: All units and types within a building must be listed in ascending order, ie., from lowest number to highest

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					055	056	057	058	059	060										
11	1217, 1215, 1209, 1207, 1203 & 1201 NW 62 Terrace	Row	6	1937																
		Number of bedrooms in each unit			5	3	5	3	5	3										

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					061	062	063	064	065	066										
12	1202, 1204, 1208, 1214, 1210 & 1216 NW 62 Lane	Row	6	1937																
		Number of bedrooms in each unit			5	3	5	3	5	3										

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					067	068	069	070												
13	1251, 1245, 1243 & 1237 NW 62 Lane	Row	4	1937																
		Number of bedrooms in each unit			4	4	4	4												

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					071	072	073	074	075	076	077	078								
14	1235, 1233, 1231, 1229, 1227, 1225, 1221 & 1219 NW 62 Lane	Row	8	1937																
		Number of bedrooms in each unit			2	2	2	2	2	2	2	2	2							

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					079	080	081	082												
15	1217, 1209, 1207 & 1201 NW 62 Lane	Row	4	1937																
		Number of bedrooms in each unit			4	4	4	4												

# Building and Dwelling Unit Information

Site: 170

Dev#: 5-003

## Legend:

- Building Identifier: How you identify each building, i.e. Building A, Building 1, etc.
- Building Address: Would mainly apply to a single family or duplex building but could only apply to apartment complexes as well.
- Building Types: Common Building – Duplex – Single Family – Low-rise or Garden Apartment – Mix or High-rise Apartments – Row or Townhouses
- Total Units: The total number of dwelling units within that building
- List Units: All units and types within a building must be listed in ascending order, i.e., from lowest number to highest

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor									
					083	084	085	086	087	088				
16	1200, 1202, 1204, 1206, 1208 & 1210 NW 63 Street	Row	6	1937	083	084	085	086	087	088				
		Number of bedrooms in each unit		2	2	2	2	2	2	2				

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor									
					089	090	091	092	093	094				
17	1212, 1214, 1216, 1218, 1220 & 1222 NW 63 Street	Row	6	1937	089	090	091	092	093	094				
		Number of bedrooms in each unit		2	2	2	2	2	2	2				

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor									
					095	096	097	098	099	100				
18	1224, 1226, 1228, 1230, 1232 & 1234 NW 63 Street	Row	6	1937	095	096	097	098	099	100				
		Number of bedrooms in each unit		2	2	2	2	2	2	2				

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor									
					101	102	103	104	105	106				
19	1243, 1241, 1239, 1237, 1235 & 1233 NW 63 Street	Row	6	1937	101	102	103	104	105	106				
		Number of bedrooms in each unit		2	2	2	2	2	2	2				

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor									
					107	108	109	110	111	112	113	114		
20	1231, 1229, 1227, 1225, 1221, 1219, 1217 & 1215 NW 63 Street	Row	8	1937	107	108	109	110	111	112	113	114		
		Number of bedrooms in each unit		2	2	2	2	2	2	2	2	2		

# Building and Dwelling Unit Information

Site: 170

Dev#: 5-003

## Legend:

- Building Identifier: How you identify each building, ie, Building A, Building 1, etc.
- Building Address: Would mainly apply to a single family or duplex building but could only apply to apartment complexes as well.
- Building Types: Common Building – Duplex – Single Family – Low-rise or Garden Apartment – Mix or High-rise Apartments – Row or Townhouses
- Total Units: The total number of dwelling units within that building
- List Units: All units and types within a building must be listed in ascending order, ie., from lowest number to highest

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor													
					115	116	117	118	119	120								
21	1211, 1209, 1207, 1205, 1203 & 1201 NW 63 Street	Row	6	1937														
		Number of bedrooms in each unit				2	2	2	2	2	2							

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor													
					121	122	123	124	125	126								
22	1202, 1204, 1208, 1210, 1214 & 1216 NW 64 Street	Row	6	1937														
		Number of bedrooms in each unit				5	3	5	3	5	3							

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor													
					127	128	129	130	131	132								
23	1217, 1215, 1209, 1207, 1203 & 1201 NW 64 Street	Row	6	1937														
		Number of bedrooms in each unit				5	3	5	3	5	3							

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor													
					133	134	135	136	137	138	139	140						
24	6316, 6318, 6320, 6322, 6400, 6402, 6404 & 6406 NW 12 Court	Row	8	1937														
		Number of bedrooms in each unit				2	2	2	2	2	2	2	2	2				

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor													
					141	142	143	144	145	146	147	148						
25	6407, 6405, 6403, 6401, 6321, 6319, 6317 & 6315 NW 12 Pkwy.	Row	8	1937														
		Number of bedrooms in each unit				2	2	2	2	2	2	2	2	2				

## Building and Dwelling Unit Information

Site: 170

Dev#: 5-003

### Legend:

Building Identifier: How you identify each building, ie, Building A, Building 1, etc.

Building Address: Would mainly apply to a single family or duplex building but could only apply to apartment complexes as well.

Building Types: Common Building – Duplex – Single Family – Low-rise or Garden Apartment – Mix or High-rise Apartments – Row or Townhouses

Total Units: The total number of dwelling units within that building

List Units: All units and types within a building must be listed in ascending order, ie., from lowest number to highest

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					149	150	151	152	153	154										
26	1236, 1238, 1242, 1244, 1248 & 1250 NW 64 Street	Row	6	1937																
		Number of bedrooms in each unit			5	3	5	3	5	3										

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					155	156	157	158	159	160										
27	1249, 1247, 1243, 1241, 1237 & 1235 NW 64 Street	Row	6	1937																
		Number of bedrooms in each unit			5	3	5	3	5	3										

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					161	162	163	164	165	166										
28	1200, 1202, 1204, 1206, 1208 & 1210 NW 65 Street	Row	6	1937																
		Number of bedrooms in each unit			2	2	2	2	2	2	2									

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					167	168	169	170	171	172	173	174								
29	1212, 1214, 1216, 1218, 1220, 1222, 1224 & 1226 NW 65 Street	Row	8	1937																
		Number of bedrooms in each unit			2	2	2	2	2	2	2	2	2	2						

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					175	176	177	178	179	180										
30	1228, 1230, 1232, 1234, 1236 & 1238 NW 65 Street	Row	6	1937																
		Number of bedrooms in each unit			2	2	2	2	2	2	2									

# Building and Dwelling Unit Information

Site: 170

Dev#: 5-003

## Legend:

- Building Identifier: How you identify each building, ie, Building A, Building 1, etc.
- Building Address: Would mainly apply to a single family or duplex building but could only apply to apartment complexes as well.
- Building Types: Common Building – Duplex – Single Family – Low-rise or Garden Apartment – Mix or High-rise Apartments – Row or Townhouses
- Total Units: The total number of dwelling units within that building
- List Units: All units and types within a building must be listed in ascending order, ie., from lowest number to highest

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor										
					181	182	183	184	185	186					
31	1243, 1241, 1239, 1237, 1235 & 1233 NW 65 Street	Row	6	1937	181	182	183	184	185	186					
		Number of bedrooms in each unit		2	2	2	2	2	2	2					

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor										
					187	188	189	190	191	192					
32	1227, 1225, 1221, 1219, 1217 & 1215 NW 65 Street	Row	6	1937	187	188	189	190	191	192					
		Number of bedrooms in each unit		2	2	2	2	2	2	2					

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor										
					193	194	195	196	197	198					
33	1211, 1209, 1207, 1205, 1203 & 1201 NW 65 Street	Row	6	1937	193	194	195	196	197	198					
		Number of bedrooms in each unit		2	2	2	2	2	2	2					

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor										
					199	200	201	202							
34	1200, 1206, 1208 & 1214 NW 65 Terrace	Row	4	1937	199	200	201	202							
		Number of bedrooms in each unit		4	4	4	4								

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor									
					203	204	205	206	207	208	209	210		
35	1216, 1218, 1220, 1222, 1224, 1226, 1228 & 1230 NW 65 Terrace	Row	8	1937	203	204	205	206	207	208	209	210		
		Number of bedrooms in each unit		2	2	2	2	2	2	2	2	2		



# Building and Dwelling Unit Information

Site: 170

Dev#: 5-003

## Legend:

Building Identifier: How you identify each building, ie, Building A, Building 1, etc.

Building Address: Would mainly apply to a single family or duplex building but could only apply to apartment complexes as well.

Building Types: Common Building – Duplex – Single Family – Low-rise or Garden Apartment – Mix or High-rise Apartments – Row or Townhouses

Total Units: The total number of dwelling units within that building

List Units: All units and types within a building must be listed in ascending order, ie., from lowest number to highest

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					211	212	213	214												
36	1234, 1240, 1242 & 1248 NW 65 Terrace	Row	4	1937																
		Number of bedrooms in each unit				4	4	4	4											

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					215	216	217	218	219	220										
37	1249, 1247, 1243, 1241, 1237 & 1235 NW 65 Terrace	Row	6	1937																
		Number of bedrooms in each unit				5	3	5	3	5	3									

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					221	222	223	224	225	226										
38	1236, 1238, 1242, 1244, 1248 & 1250 NW 66 Street	Row	6	1937																
		Number of bedrooms in each unit				5	3	5	3	5	3									

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					227	228	229	230	231	232	233	234								
39	6516, 6518, 6520, 6522, 6524, 6526, 6528 & 6530 NW 12 Court	Row	8	1937																
		Number of bedrooms in each unit				2	2	2	2	2	2	2	2	2						

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					235	236	237	238	239	240	241	242								
40	6531, 6529, 6527, 6525, 6521, 6519, 6517 & 6515 NW 12 Court	Row	8	1937																
		Number of bedrooms in each unit				2	2	2	2	2	2	2	2	2						

# Building and Dwelling Unit Information

Site: 170

Dev#: 5-003

## Legend:

- Building Identifier:** How you identify each building, ie, Building A, Building 1, etc.
- Building Address:** Would mainly apply to a single family or duplex building but could only apply to apartment complexes as well.
- Building Types:** Common Building – Duplex – Single Family – Low-rise or Garden Apartment – Mix or High-rise Apartments – Row or Townhouses
- Total Units:** The total number of dwelling units within that building
- List Units:** All units and types within a building must be listed in ascending order, ie., from lowest number to highest

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					243	244	245	246	247	248										
41	1217, 1215, 1209, 1207, 1203 & 1201 NW 65 Terrace	Row	6	1937																
		Number of bedrooms in each unit			5	3	5	3	5	3										

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					249	250	251	252	253	254										
42	1202, 1204, 1208, 1210, 1214 & 1216 NW 66 Street	Row	6	1937																
		Number of bedrooms in each unit			5	3	5	3	5	3										

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					255	256	257	258												
43	1253, 1247, 1245 & 1239 NW 66 Street	Row	4	1937																
		Number of bedrooms in each unit			4	4	4	4												

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					259	260	261	262	263	264										
44	1235, 1233, 1229, 1227, 1221 & 1219 NW 66 Street	Row	6	1937																
		Number of bedrooms in each unit			5	3	5	3	5	3										

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					265	266	267	268												
45	1217, 1209, 1207 & 1201 NW 66 Street	Row	4	1937																
		Number of bedrooms in each unit			4	4	4	4												

## Building and Dwelling Unit Information

Site: 170

Dev#: 5-003

### Legend:

Building Identifier: How you identify each building, ie, Building A, Building 1, etc.

Building Address: Would mainly apply to a single family or duplex building but could only apply to apartment complexes as well.

Building Types: Common Building – Duplex – Single Family – Low-rise or Garden Apartment – Mix or High-rise Apartments – Row or Townhouses

Total Units: The total number of dwelling units within that building

List Units: All units and types within a building must be listed in ascending order, ie., from lowest number to highest

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					269	270	271	272												
46	1200, 1206, 1208 & 1214 NW 67 Street	Row	4	1937																
		Number of bedrooms in each unit				4	4	4	4	4										

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					273	274	275	276												
47	1216, 1222, 1224 & 1230 NW 67 Street	Row	4	1937																
		Number of bedrooms in each unit									4	4	4	4						

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					277	278	279	280												
48	1232, 1238, 1240 & 1246 NW 67 Street	Row	4	1937																
		Number of bedrooms in each unit									4	4	4	4						

# Building and Dwelling Unit Information

Site: 170

Dev#: 5-005

## Legend:

- Building Identifier: How you identify each building, ie, Building A, Building 1, etc.
- Building Address: Would mainly apply to a single family or duplex building but could only apply to apartment complexes as well.
- Building Types: Common Building – Duplex – Single Family – Low-rise or Garden Apartment – Mix or High-rise Apartments – Row or Townhouses
- Total Units: The total number of dwelling units within that building
- List Units: All units and types within a building must be listed in ascending order, ie, from lowest number to highest

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					001	002	003	004												
1	6244, 6240, 6238 & 6234 NW 14 Avenue	Row	4	1937																
		Number of bedrooms in each unit				3	3	3	3											

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					005	006	007	008	009	010	011	012	013							
2	6232, 6230, 6228, 6226, 6222, 6220, 6218, 6216 & 6214 NW 14 Avenue	Row	9	1937																
		Number of bedrooms in each unit				3	2	2	2	2	2	2	2	2	2	2				

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					014	015	016	017												
3	6212, 6208, 6206 & 6202 NW 14 Avenue	Row	4	1937																
		Number of bedrooms in each unit				3	3	3	3											

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					018	019	020													
4	1403, 1405 & 1411 NW 62 Street	Row	3	1937																
		Number of bedrooms in each unit				3	4	3												

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					021	022	023													
5	1417, 1419 & 1425 NW 62 Street	Row	3	1937																
		Number of bedrooms in each unit				3	4	3												

# Building and Dwelling Unit Information

Site: 170

Dev#: 5-005

## Legend:

- Building Identifier: How you identify each building, ie, Building A, Building 1, etc.
- Building Address: Would mainly apply to a single family or duplex building but could only apply to apartment complexes as well.
- Building Types: Common Building – Duplex – Single Family – Low-rise or Garden Apartment – Mix or High-rise Apartments – Row or Townhouses
- Total Units: The total number of dwelling units within that building
- List Units: All units and types within a building must be listed in ascending order, ie., from lowest number to highest

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					024	025	026	027												
6	6201, 6205, 6207 & 6211 NW 14 Court	ROW	4	1937																
		Number of bedrooms in each unit				3	3	3	3											

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					028	029	030	031	032	033	034	035	036							
7	6213, 6215, 6217, 6219, 6223, 6225, 6227, 6229 & 6231 NW 14 Court	ROW	9	1937																
		Number of bedrooms in each unit				3	2	2	2	3	2	2	2	2	3					

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					037	038	039	040	041	042										
8	6233, 6235, 6237, 6239, 6241 & 6243 NW 14 Court	ROW	6	1937																
		Number of bedrooms in each unit				3	1	1	1	1	3									

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					043	044	045													
9	1416, 1412 & 1410 NW 63 Street	ROW	3	1937																
		Number of bedrooms in each unit				5	2	3												

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					046	047	048													
10	1408, 1406 & 1402 NW 63 Street	ROW	3	1937																
		Number of bedrooms in each unit				3	2	5												

# Building and Dwelling Unit Information

Site: 170

Dev#: 5-005

## Legend:

- Building Identifier: How you identify each building, i.e., Building A, Building 1, etc.
- Building Address: Would mainly apply to a single family or duplex building but could only apply to apartment complexes as well.
- Building Types: Common Building – Duplex – Single Family – Low-rise or Garden Apartment – Mix or High-rise Apartments – Row or Townhouses
- Total Units: The total number of dwelling units within that building
- List Units: All units and types within a building must be listed in ascending order, i.e., from lowest number to highest

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					049	050	051													
11	1439, 1433 & 1431 NW 62 Street	Row	3	1937																
		Number of bedrooms in each unit				3	4	3												

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					052	053	054	055												
12	6202, 6206, 6208 & 6212 NW 14 Court	Row	4	1937																
		Number of bedrooms in each unit				3	3	3	3											

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					056	057	058	059	060	061	062	063	064							
13	6214, 6216, 6218, 6220, 6222, 6226, 6228, 6230 & 6232 NW 14 Court	Row	9	1937																
		Number of bedrooms in each unit				3	2	2	2	2	2	2	2	2	2	2	2			

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					065	066	067	068	069	070										
14	6234, 6236, 6238, 6240, 6242 & 6244 NW 14 Court	Row	6	1937																
		Number of bedrooms in each unit				3	1	1	1	1	1	3								

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					071	072	073													
15	1420, 1426 & 1428 NW 63 Street	Row	3	1937																
		Number of bedrooms in each unit				3	4	3												

# Building and Dwelling Unit Information

Site: 170

Dev#: 5-005

## Legend:

- Building Identifier: How you identify each building, ie, Building A, Building 1, etc.
- Building Address: Would mainly apply to a single family or duplex building but could only apply to apartment complexes as well.
- Building Types: Common Building – Duplex – Single Family – Low-rise or Garden Apartment – Mix or High-rise Apartments – Row or Townhouses
- Total Units: The total number of dwelling units within that building
- List Units: All units and types within a building must be listed in ascending order, ie., from lowest number to highest

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					074	075	076													
16	1427, 1421 & 1419 NW 63 Street	Row	3	1937																
		Number of bedrooms in each unit				3	4	3												

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					077	078	079	080	081	082										
17	6302, 6304, 6306, 6308, 6310 & 6312 NW 14 Court	Row	6	1937																
		Number of bedrooms in each unit				3	2	3	2	2	3									

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					083	084	085	086												
18	6314, 6316, 6318 & 6320 NW 14 Court	Row	4	1937																
		Number of bedrooms in each unit				2	2	2	2											

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					087	088	089	090	091											
18 Cont.	6322, 6324, 6326, 6328 & 6330 NW 14 Court	Row	5	1937																
		Number of bedrooms in each unit				3	2	2	2	2	3									

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					092	093	094	095												
18 Cont.	6332, 6334, 6336 & 6338 NW 14 Court	Row	4	1937																
		Number of bedrooms in each unit				2	2	2	2											

## Building and Dwelling Unit Information

Site: 170

Dev#: 5-005

### Legend:

- Building Identifier: How you identify each building, ie, Building A, Building 1, etc.  
 Building Address: Would mainly apply to a single family or duplex building but could only apply to apartment complexes as well.  
 Building Types: Common Building – Duplex – Single Family – Low-rise or Garden Apartment – Mix or High-rise Apartments – Row or Townhouses  
 Total Units: The total number of dwelling units within that building  
 List Units: All units and types within a building must be listed in ascending order, ie., from lowest number to highest

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor													
					1	2	3	4	5	6	7	8	9	10	11	12		
19	6340, 6342, 6344, 6346, 6348 & 6350 NW 14 Court	Row	6	1937	096	097	098	099	100	101								
		Number of bedrooms in each unit																

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor													
					1	2	3	4	5	6	7	8	9	10	11	12		
20	1420, 1424 & 1428 NW 65 Street	Row	3	1937	102	103	104											
		Number of bedrooms in each unit																

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor													
					1	2	3	4	5	6	7	8	9	10	11	12		
21	1427, 1421 & 1419 NW 65 Street	Row	3	1937	105	106	107											
		Number of bedrooms in each unit																

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor													
					1	2	3	4	5	6	7	8	9	10	11	12		
22	6502, 6504, 6506, 6508, 6510 & 6512 NW 14 Court	Row	6	1937	108	109	110	111	112	113								
		Number of bedrooms in each unit																

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor													
					1	2	3	4	5	6	7	8	9	10	11	12		
23	6514, 6516, 6518, 6520, 6522, 6526, 6528, 6530 & 6532 NW 14 Court	Row	6	1937	114	115	116	117	118	119	120	121	122					
		Number of bedrooms in each unit																



# Building and Dwelling Unit Information

Site: 170

Dev#: 5-005

## Legend:

- Building Identifier: How you identify each building, ie, Building A, Building 1, etc.
- Building Address: Would mainly apply to a single family or duplex building but could only apply to apartment complexes as well.
- Building Types: Common Building – Duplex – Single Family – Low-rise or Garden Apartment – Mix or High-rise Apartments – Row or Townhouses
- Total Units: The total number of dwelling units within that building
- List Units: All units and types within a building must be listed in ascending order, ie., from lowest number to highest

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					1	2	3	4	5	6	7	8	9	10						
24	6534, 6538, 6540 & 6544 NW 14 Court	Row	4	1937	123	124	125	126												
		Number of bedrooms in each unit				3	3	3	3											

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					1	2	3	4	5	6	7	8	9	10						
25	1432, 1438 & 1440 NW 67 Street	Row	3	1937	127	128	129													
		Number of bedrooms in each unit				3	4	3												

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					1	2	3	4	5	6	7	8	9	10						
26	1401, 1405 & 1407 NW 65 Street	Row	3	1937	130	131	132													
		Number of bedrooms in each unit				5	2	3												

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					1	2	3	4	5	6	7	8	9	10						
27	1409, 1411 & 1415 NW 65 Street	Row	3	1937	133	134	135													
		Number of bedrooms in each unit				3	2	5												

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor															
					1	2	3	4	5	6	7	8	9	10						
28	6501, 6503, 6505, 6507, 6509 & 6511 NW 14 Court	Row	6	1937	136	137	138	139	140	141										
		Number of bedrooms in each unit				3	1	1	1	1	3									

Site: 170

Dev#: 5-005

### Building and Dwelling Unit Information

**Legend:**

- Building Identifier: How you identify each building, ie, Building A, Building 1, etc.
- Building Address: Would mainly apply to a single family or duplex building but could only apply to apartment complexes as well.
- Building Types: Common Building – Duplex – Single Family – Low-rise or Garden Apartment – Mix or High-rise Apartments – Row or Townhouses
- Total Units: The total number of dwelling units within that building
- List Units: All units and types within a building must be listed in ascending order, ie., from lowest number to highest

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor									
29	6513, 6515, 6517, 6519, 6523, 6525, 6527, 6529 & 6531 NW 14 Court	Row	9	1937	142	143	144	145	146	147	148	149	150	
		Number of bedrooms in each unit			3	2	2	2	2	3	2	2	2	3

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor									
30	6533, 6537, 6539 & 6543 NW 14 Court	Row	4	1937	151	152	153	154						
		Number of bedrooms in each unit			3	3	3	3						

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor									
31	1426, 1424 & 1418 NW 67 Street	Row	3	1937	155	156	157							
		Number of bedrooms in each unit			3	4	3							

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor									
32	1412, 1410 & 1404 NW 67 Street	Row	3	1937	158	159	160							
		Number of bedrooms in each unit			3	4	3							

### Building and Dwelling Unit Information

**Legend:**

- Building Identifier: How you identify each building, ie, Building A, Building 1, etc.
- Building Address: Would mainly apply to a single family or duplex building but could only apply to apartment complexes as well.
- Building Types: Common Building – Duplex – Single Family – Low-rise or Garden Apartment – Mix or High-rise Apartments – Row or Townhouses
- Total Units: The total number of dwelling units within that building
- List Units: All units and types within a building must be listed in ascending order, ie., from lowest number to highest

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor										
					161	162	163	164							
33	6544, 6540, 6538 & 6534 NW 14 Avenue	Row	4	1937	3	3	3	3							
		Number of bedrooms in each unit			3	3	3	3							

Building Identifier	Building Address, if applicable	Building Type	Total Units in Building	Year Built	List Units & Types of Building/Units & Types per Floor									
					165	166	167	168	169	170	171	172	173	
34	6532, 6530, 6528, 6526, 6522, 6520, 6518, 6516 & 6514 NW 14 Avenue	Row	9	1937	3	2	2	2	3	2	2	2	3	
		Number of bedrooms in each unit			3	2	2	2	3	2	2	2	3	
35	6512, 6508, 6506, & 6502 NW 14 Avenue	Row	4	1937	3	3	3	3						
		Number of bedrooms in each unit			3	3	3	3						

**ATTACHMENT 6.3**

**LINCOLN GARDENS SURVERY**

# ATTACHMENT 6.3 LINCOLN GARDENS SURVEY

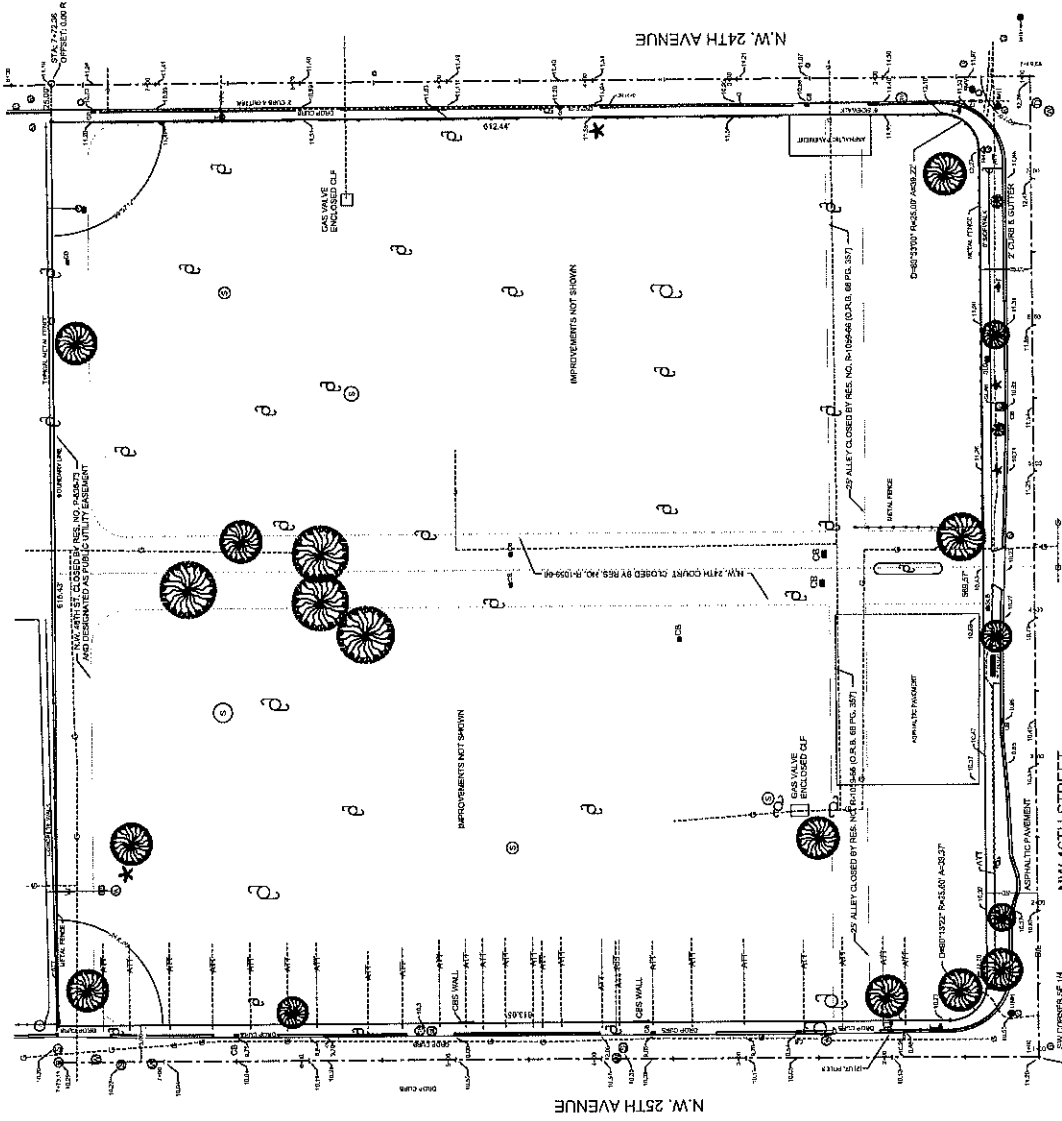
CODE FILE: LINCOLN GARDENS  
PAGE: 1 OF 1



- ABBREVIATIONS AND SYMBOLS**
- Ⓛ UTILITY POLE
  - Ⓜ SANITARY MANHOLE
  - Ⓝ CATCH BASIN
  - Ⓜ WATER METER
  - Ⓜ WATER VALVE
  - Ⓜ GAS VALVE
  - Ⓜ FIRE HYDRANT
  - Ⓜ FIRE HYDRANT BOX
  - Ⓜ SANITARY MANHOLE
  - Ⓜ GAS LINE
  - Ⓜ STORM SEWER MANHOLE
  - Ⓜ FORCE MAIN VALVE

**NOTES:**

1. See attached plat for recorded plat of Lincoln Gardens, recorded in the County of Cook, Illinois, at the County Clerk's Office, Book 22, Page 41, and in the County of DuPage, Illinois, at the County Clerk's Office, Book 22, Page 41.
2. This plat is a subdivision of the Lincoln Gardens, recorded in the County of Cook, Illinois, at the County Clerk's Office, Book 22, Page 41, and in the County of DuPage, Illinois, at the County Clerk's Office, Book 22, Page 41.
3. The plat is a subdivision of the Lincoln Gardens, recorded in the County of Cook, Illinois, at the County Clerk's Office, Book 22, Page 41, and in the County of DuPage, Illinois, at the County Clerk's Office, Book 22, Page 41.
4. The plat is a subdivision of the Lincoln Gardens, recorded in the County of Cook, Illinois, at the County Clerk's Office, Book 22, Page 41, and in the County of DuPage, Illinois, at the County Clerk's Office, Book 22, Page 41.
5. The plat is a subdivision of the Lincoln Gardens, recorded in the County of Cook, Illinois, at the County Clerk's Office, Book 22, Page 41, and in the County of DuPage, Illinois, at the County Clerk's Office, Book 22, Page 41.
6. The plat is a subdivision of the Lincoln Gardens, recorded in the County of Cook, Illinois, at the County Clerk's Office, Book 22, Page 41, and in the County of DuPage, Illinois, at the County Clerk's Office, Book 22, Page 41.
7. The plat is a subdivision of the Lincoln Gardens, recorded in the County of Cook, Illinois, at the County Clerk's Office, Book 22, Page 41, and in the County of DuPage, Illinois, at the County Clerk's Office, Book 22, Page 41.
8. The plat is a subdivision of the Lincoln Gardens, recorded in the County of Cook, Illinois, at the County Clerk's Office, Book 22, Page 41, and in the County of DuPage, Illinois, at the County Clerk's Office, Book 22, Page 41.
9. The plat is a subdivision of the Lincoln Gardens, recorded in the County of Cook, Illinois, at the County Clerk's Office, Book 22, Page 41, and in the County of DuPage, Illinois, at the County Clerk's Office, Book 22, Page 41.
10. The plat is a subdivision of the Lincoln Gardens, recorded in the County of Cook, Illinois, at the County Clerk's Office, Book 22, Page 41, and in the County of DuPage, Illinois, at the County Clerk's Office, Book 22, Page 41.



## PLAN OF BOUNDARY SURVEY

**LEGAL DESCRIPTION:**

THAT 1/2, 3/4 and 5/8 of LINCOLN GARDENS, according to the Plat thereof recorded in the County of Cook, Illinois, at the County Clerk's Office, Book 22, Page 41, and in the County of DuPage, Illinois, at the County Clerk's Office, Book 22, Page 41, and the portion of NW 46th Street, lying between NW 24th Avenue and NW 25th Avenue, as described and located by Recordation No. 10-10346-04.

That portion of NW 24th Court, lying between NW 46th Street and NW 48th Street, as described and located by Recordation No. 10-10346-04.

That portion of NW 24th Court, lying between NW 46th Street and NW 48th Street, as described and located by Recordation No. 10-10346-04.

That portion of NW 24th Court, lying between NW 46th Street and NW 48th Street, as described and located by Recordation No. 10-10346-04.

The above described improvements were placed and accepted by the Board of County Commissioners.

FOR THE BENEFIT OF 10-10346-04 PUBLIC HOUSING ACCENT

**K.M.B.C.**  
**CHADBOIS**  
Surveying & Engineering  
1111 N. Dearborn Street, Suite 100  
Chicago, IL 60610  
Phone: 312.462.5138  
Fax: 312.462.5139  
Email: jerry@kmbc.com

Contract No. 10-10346-04  
Project No. 10-10346-04  
Drawing No. 10-10346-04  
Date: 10/10/2024

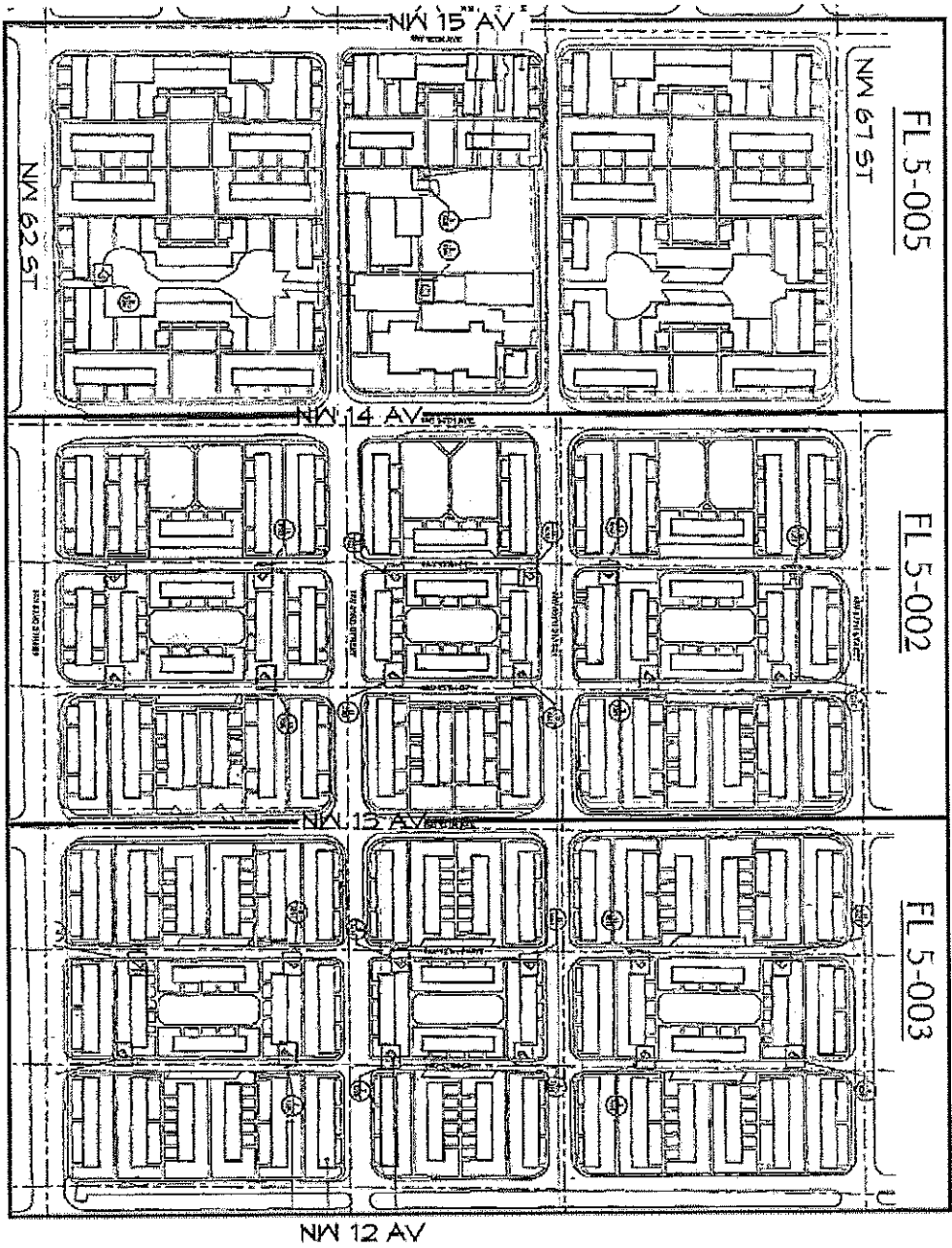
By: [Signature]  
Title: [Title]

NOT VALID UNLESS WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL SURVEYOR'S EMBOSSED SEAL.

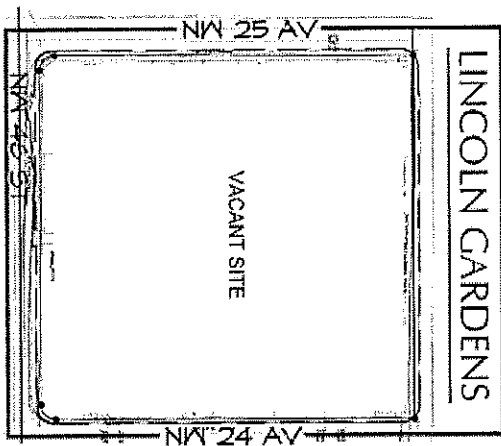
**ATTACHMENT 6.4**

**LIBERTY SQUARE & LINCOLN GARDENS  
EXISTING SCHEMATIC SITE PLAN**

**ATTACHMENT 6.4**



**SCHEMATIC SITE PLAN**



**LIBERTY SQUARE**  
A NEW STATE-OF-THE-ART RESIDENTIAL AND COMMUNITY DEVELOPMENT  
MIAMI, FLORIDA



**ATTACHMENT 6.5**

**OPPORTUNITIES FOR THE BANNERMAN PARK/LINCOLN GARDNES  
AREA**



## **ATTACHMENT 6.5**

Below are opportunities provided by Miami-Dade County Parks and Recreation for consideration by Proposer for the Lincoln Gardens site and adjacent Bannerman Park.

### **Opportunities for the Bannerman Park/Lincoln Gardens Area**

- A. Explore partial street closure for a portion of the day or other traffic calming devices to provide safe routes between Brownsville Middle Marva Y. Bannerman Park & the Lincoln Gardens Site.**
- B. Develop connectivity plan to the Metrorail Transit Stations in terms of walkability and direct access (Brownsville/Earlinton Heights Stations).**
- C. Develop recommendations for a Bicycle Boulevard with landscaped “green” network connectivity/shared trails with wayfinding and safe routes on major roads in the area.**
- D. Partner with the neighboring schools (Olinda Elementary, Brownsville Middle, Corporate Academy and Earlinton Heights Elementary schools) for potential shared use of facilities.**
- E. Provide design standards that improve existing corridors and convert them into pedestrian friendly streets with safety features that include complete sidewalks, crosswalks, on-street parking, landscaping, shade trees, canopy and pedestrian scale lighting.**
- F. Design new buildings with the concept of “eyes on the street” to deter crime.**
- G. Implement the recommendations of the Model City/Brownsville Charrette area plan and its proposed district zoning ordinance.**
- H. Establish local farmers markets in the parks to provide access to healthy foods.**
- I. Improve traffic circulation around schools for drop-off, pick-up of students.**

**7.0 COUNTY DOCUMENTS**

(Refer to Instructions in each Document, execute and return with Proposal)

- Form A-1      Cover Page of Proposal
- Form A-2      Affidavit of Miami-Dade County Lobbyist Registration for Oral  
Presentation
- Form A-3      Acknowledgement of Addenda
- Form A-4      Submittal Identification Form

## Form A-1

<b>PROPOSER'S NAME (Name of firm, entity or organization):</b>		
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b>		
<b>NAME AND TITLE OF PROPOSER'S CONTACT PERSON:</b>		
Name: _____		Title: _____
<b>MAILING ADDRESS:</b>		
Street Address: _____		
City, State, Zip: _____		
<b>TELEPHONE:</b> (____) _____	<b>FAX:</b> (____) _____	<b>E-MAIL ADDRESS:</b> _____
<b>PROPOSER'S ORGANIZATIONAL STRUCTURE:</b>		
<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other (Explain): _____		
<b>IF CORPORATION:</b>		
Date Incorporated/Organized: _____ State Incorporated/Organized: _____		
States registered in as foreign corporation: _____		
<b>PROPOSER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS RFA REQUESTS FOR:</b>		
<b>LIST NAMES OF PROPOSER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT:</b>		
<b>LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE:</b>		
<p>A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and b) prior to proposal submittal is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. At the time of proposal submission, the Local Certified Service-Disabled Veteran Business Enterprise must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit said affirmation and a copy of the actual certification along with the proposal submission.</p> <p><input type="checkbox"/> Place a checkmark here only if affirming Proposer is a certified Local Certified Service-Disabled Veteran Business Enterprise. A copy of the required certification must be submitted with the proposal.</p>		
<b>CRIMINAL CONVICTION DISCLOSURE:</b>		
<p>Pursuant to Miami-Dade County Ordinance No. 94-34, any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving funding from the County.</p> <p><input type="checkbox"/> Place a checkmark here only if Proposer has such conviction to disclose to comply with this requirement.</p>		
<b>PROPOSER'S AUTHORIZED SIGNATURE</b>		
The undersigned hereby certifies that this proposal is submitted in response to this RFA.		

**THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS RFA WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.**

Signed By: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

*A-1 Rev. 11/9/09*

**Form A-2  
AFFIDAVIT OF MIAMI-DADE COUNTY  
LOBBYIST REGISTRATION FOR ORAL PRESENTATION**

(1) Project Title: \_\_\_\_\_ Project No.: \_\_\_\_\_  
 (2) Department: \_\_\_\_\_  
 (3) Proposer's Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Business Telephone: (\_\_\_\_) \_\_\_\_\_

**(4) List All Members of the Presentation Team Who Will Be Participating in the Oral Presentation:**

NAME	TITLE	EMPLOYED BY	TEL. NO.
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(ATTACH ADDITIONAL SHEET IF NECESSARY)

**The individuals named above are Registered and the Registration Fee is not required for the Oral Presentation ONLY.**

Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee must be listed on an affidavit provided by the County. The affidavit shall be filed with the Clerk of the Board at the time the response is submitted. The individual or firm must submit a revised affidavit for additional team members added after submittal of the proposal with the Clerk of the Board prior to the oral presentation. Any person not listed on the affidavit or revised affidavit may not participate in the oral presentation, unless he or she is registered with the Clerk's office and has paid all applicable fees.

Other than for the oral presentation, Proposers who wish to address the county commission, county board or county committee concerning any actions, decisions or recommendations of County personnel regarding this RFA in accordance with Section 2-11.1(s) of the Code of Miami-Dade County MUST register with the Clerk of the Board and pay all applicable fees.

I do solemnly swear that all the foregoing facts are true and correct and I have read or am familiar with the provisions of Section 2-11.1(s) of the Code of Miami-Dade County as amended.

Signature of Authorized Representative: \_\_\_\_\_ Title: \_\_\_\_\_  
 STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this  
 (date) \_\_\_\_\_ by \_\_\_\_\_,  
 a \_\_\_\_\_, who is \_\_\_\_\_ personally known (Individual,  
 Officer, Partner or Agent) (Sole Proprietor, Corporation or Partnership) to me or who has  
 produced \_\_\_\_\_ as identification and who did/did not take an  
 oath.

\_\_\_\_\_  
 (Signature of person taking acknowledgement) (Title or Rank) (Serial Number, if any)

\_\_\_\_\_  
 (Name of Acknowledger typed, printed or stamped)

**Form A-3**  
**ACKNOWLEDGEMENT OF ADDENDA**

**Instructions:** Complete Part I or Part II, whichever is applicable.

---

**PART I:** Listed below are the dates of issue for each Addendum received in connection with this RFA.

- Addendum #1, Dated \_\_\_\_\_, 201\_\_
- Addendum #2, Dated \_\_\_\_\_, 201\_\_
- Addendum #3, Dated \_\_\_\_\_, 201\_\_
- Addendum #4, Dated \_\_\_\_\_, 201\_\_
- Addendum #5, Dated \_\_\_\_\_, 201\_\_
- Addendum #6, Dated \_\_\_\_\_, 201\_\_
- Addendum #7, Dated \_\_\_\_\_, 201\_\_
- Addendum #8, Dated \_\_\_\_\_, 201\_\_
- Addendum #9, Dated \_\_\_\_\_, 201\_\_

---

**PART II:**

\_\_\_\_ No Addendum was received in connection with this RFA.

---

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Firm Name: \_\_\_\_\_

**Form A-4**  
**SUBMITTAL IDENTIFICATION FORM**  
*(Submit one form for each development site of interest)*

<b>1. DEVELOPER (PROPOSER)</b>	
Entity Name:	Form of Organization:
Contact Name:	Taxpayer ID or SS Number:
Address:	
Phone:	Fax:
JV Entity Name:	Form of Organization:
Contact Name:	Taxpayer ID or SS Number:
Address:	
Phone:	Fax:
Entity Name:	Form of Organization:

<b>2. PRINCIPALS</b>	
Name:	Title:
Address:	
Phone:	Fax:
Name:	Title:
Address:	
Phone:	Fax:
Name:	Title:
Address:	
Phone:	Fax:

<b>3. OTHER DEVELOPMENT TEAM MEMBERS</b>	
Company Name:	Role in Project:
Contact Name:	Title:
Address:	
Phone:	Fax:

Company Name:	Role in Project:
Contact Name:	Title:
Address:	
Phone:	Fax:
Company Name:	Role in Project:
Contact Name:	Title:
Address:	
Phone:	Fax:

**Form A-4**  
**SUBMITTAL IDENTIFICATION FORM**

<b>4. BANK REFERENCES</b>	
Bank Name:	
Contact Name:	Title:
Address:	
Phone:	Fax:
Construction Lender Name:	
Contact Name:	Title:
Address:	
Phone:	Fax:
Permanent Lender Name:	
Contact Name:	Title:
Address:	
Phone:	Fax:
<b>5. PUBLIC HOUSING AUTHORITY REFERENCE</b>	
Project Name:	Project Type:
Project Address:	Number of Dwelling Units:
Nature of Developer's Involvement:	
Public Housing Authority Name:	
Contact Name:	Title:
Address:	
Phone:	Fax:
<b>6. PUBLIC HOUSING AUTHORITY REFERENCE</b>	
Project Name:	Project Type:
Project Address:	Number of Dwelling Units:
Nature of Developer's Involvement:	
Public Housing Authority Name:	
Contact Name:	Title:
Address:	
Phone:	Fax:
<b>7. PUBLIC HOUSING AUTHORITY REFERENCE</b>	
Project Name:	Project Type:
Project Address:	Number of Dwelling Units:
Nature of Developer's Involvement:	
Public Housing Authority Name:	
Contact Name:	Title:
Address:	
Phone:	Fax:



**8.0 EXHIBITS**

- Exhibit A HUD-5369-B Instructions to Offerors, Non-Construction & HUD-5369-C Certifications and Representations of Offerors, Non-Construction Contract
- Exhibit B Appendix, PHCD Section 3 of the HUD Act of 1968, Document 00400-Section 3 Economic Opportunity and Affirmative Marketing Plan, Document 0200B-Section 3 Business Preference Claim Form, Section 3 Program, Possible Strategies to Meet Section 3 Compliance Goals
- Exhibit C HUD-5370 General Conditions for Construction Contracts - Public Housing Programs
- Exhibit D HUD-5370-C General Conditions for Non-Construction Contracts, Section I
- Exhibit E Insurance Requirements, Non-Construction

**EXHIBIT A**

**HUD-5369-B INSTRUCTIONS TO OFFERORS, NON-CONSTRUCTION**

**HUD-5369-C CERTIFICATIONS AND REDPRESENTATIONS OF OFFERORS, NON-  
CONSTRUCTION CONTRACT**

**FORM HUD-5369-C CERTIFICATIONS AND REPRESENTATIONS  
OF OFFERORS, NON-CONSTRUCTION**

**CERTIFICATION OF ELIGIBILITY**

This is to certify that \_\_\_\_\_  
(Firm's Name)

*involved with this work, is not debarred, suspended, or otherwise prohibited from contracting by any Federal, State, or Local Agency.*

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**EXHIBIT B**

**APPENDIX, PUBLIC HOUSING AND COMMUNITY DEVELOPMENT (PHCD)  
SECTION 3 OF THE HUD ACT OF 1968**

**DOCUMENT 00400 – SECTION 3 ECONOMIC OPPORTUNITY AND AFFIRMATIVE  
MARKETING PLAN**

**DOCUMENT REQUIRED WITH BID DOCUMENT 00200-B  
SECTION 3 BUSINESS PREFERENCE CLAIM FORM**

**SECTION 3 PROGRAM**

- What is Section 3
- Purpose of Section 3
- Section 3 Resident
  - Section 3 Employment Opportunities
- Preference for Training and Employment
  - Section 3 Business Concerns
- Section 3 Forms (Resident Preference and Income Certifications)

**POSSIBLE STRATEGIES TO MEET SECTION 3 COMPLIANCE GOALS**

**APPENDIX**  
**PUBLIC HOUSING AND COMMUNITY DEVELOPMENT (PHCD)**  
**SECTION 3 OF THE HUD ACT OF 1968**

CONE OF SILENCE EXEMPTION. PHCD staff and bidders may communicate orally while a bid is in progress and prior to award of bid to clarify Section 3 definitions, requirements and business preference procedures, pursuant to the Miami-Dade Commission on Ethics opinion on March 10, 2004.

**I. GENERAL REQUIREMENTS FOR PHCD ONLY**

This contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations in 24 CFR Part 135, as amended by interim rule published on June 30, 1994 (59 FR 33866). Bidders interested in receiving copy of this regulation may email their request to PHCD's Resident Services Unit at section3@miamidade.gov. Section 3 requires that, to the greatest extent feasible and consistent with Federal, State and local laws and regulations, job training, employment, and contracting opportunities be directed to low and very-low income persons. Contractors must familiarize themselves with Section 3 regulations and requirements.

This contract is also subject to federal affirmative marketing plan requirements, which require the contractor to take all necessary affirmative marketing steps to ensure small, minority and women-owned business enterprises are used only, if subcontracting is applicable to this contract.

**II. SECTION 3 DEFINITIONS**

The term "Section 3 business" is defined as follows:

Firms owned by Miami-Dade County (M-DC) residents who meet M-DC's low income household limits (see "Miami-Dade Income Limits") or whose firms include 30% of these persons as full-time employees.

The term "new hires" is defined as follows:

New hires means full-time employees for permanent, temporary or seasonal employment opportunities and include, but are not necessarily limited to, all management, maintenance, clerical and administrative jobs arising in connection with the development(s) stipulated in the contract award.

The term "Section 3 Resident" is defined as follows:

A **Section 3 Resident** is an individual who lives in Miami-Dade County and (a) is a resident of public housing; **or** (b) is a resident of another federally assisted housing program (Section 8, Section 202, etc.); **or** is a current recipient or participant in a public assistance program (TANF, JTPA, etc.); **or** (c) whose family household income meets the definition of a low-or very-low income family (see no. 5, below).

The definition of a small, minority or woman business is as follows:

A business at least 51 percent owned or controlled by a small business owner, **or** one or more minority group members, **or** women and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are: Black Americans, Hispanic Americans,

Native Americans, Asian Pacific Americans, Asian Indian Americans and Hasidic Jews.

The current Miami-Dade Income Limits are as follows:

**INCOME LIMITS (effective 7/1/2014)**

	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Very Low Income (50%)	\$23,800	\$27,200	\$30,600	\$34,000	\$36,750	\$39,450	\$42,200	\$44,900
Low-Income (80%)	\$38,100	\$43,550	\$49,000	\$54,400	\$58,800	\$63,150	\$67,500	\$71,850

**III. SECTION 3 BID PREFERENCE TERMS AND REQUIREMENTS**

***Preference in the award of PHCD requests for quotes under this contract will be provided as follows:***

1. Bids are being solicited from all businesses. If no responsive bid by a PHCD pre-certified Section 3 business meets the "X" factor, as defined below, the contract may be awarded to the lowest responsive, responsible bidder.
2. Where applicable, an award will be made to the LOWEST responsive, responsible pre-certified Section 3 business, with the highest priority ranking, as stipulated under Section III, "Section 3 Business Priority Rankings", if that bid: is within the maximum total contract price established in PHCD's budget, and is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

Bid Amount	X = Lesser of:
When the lowest responsive bid is less than \$100,000	10% of that bid, up to \$9,000
When the lowest responsive bid is between:	
\$100,000, but less than \$200,000	9% of that bid, up to \$16,000
\$200,000, but less than \$300,000	8% of that bid, up to \$21,000
\$300,000, but less than \$400,000	7% of that bid, up to \$24,000
\$400,000, but less than \$500,000	6% of that bid, up to \$25,000
\$500,000, but less than \$1 million	5% of that bid, up to \$40,000
\$1 million, but less than \$2 million	4% of that bid, up to \$60,000
\$2 million, but less than \$4 million	3% of that bid, up to \$80,000
\$4 million, but less than \$7 million	2% of that bid, up to \$105,000
\$7 million or more	1 %of lowest/responsive bid, with no dollar limit

3. For information on how to become a PHCD-certified Section 3 business, *email*, PHCD Resident Services Unit, at [section3@miamidade.gov](mailto:section3@miamidade.gov) or contact Jesus Hernandez at (786) 469-2131, e-mail at [jeshher@miamidade.gov](mailto:jeshher@miamidade.gov)
4. **In order for bidder to qualify for a Section 3 contracting preference**, bidder must be pre-certified by PHCD as a Section 3 business, at least two weeks prior to the bid opening date, and submit **Document 00200-B, "Section 3 Business Preference Claim"** with bid quote.

5. Section 3 businesses are required to comply with procedures listed under Section IV, "Section 3 Required Documents to Be Submitted with Each PHCD Bid (When Subcontracting is not applicable)", page 3, and Section VI "Section 3 Required Contractor and Subcontractor Post-Award Procedures (PHCD Projects Only)".
6. **SECTION 3 BUSINESS PRIORITY RANKINGS:** (The highest priority ranking (PR) is #1.)
  - PR#1:** 51% or more owned by PHCD public housing residents, **or** whose full-time, permanent work force includes 30 percent of these persons as employees (**Category 1 Businesses**);
  - PR#2:** Business owners who are or were participants (within last three years) in HUD Youth build programs currently operating in Miami-Dade County. For more information, contact YWCA of Greater Miami, Inc., at 305- 377-9922, or Fax 305-373-9922 (**Category 2 Businesses**);
  - PR#3:** 51% or more owned by residents of a federally assisted housing program, such as Section 8, Section 202, HOME, etc., **or** whose full-time, permanent work force includes no less than 30 percent of those persons as employees (**Category 3 Businesses**);
  - PR#4:** a) 51 percent or more owned by low or very low-income persons who reside in Miami-Dade County; **or** whose permanent, full-time work force includes no less than 30 percent of low-income Miami-Dade County persons as employees, including persons that are not currently low or very low-income persons but were low or very- low-income persons, as long as the date of first employment with the business concern has not exceeded a period of three years (see Section II. no. 4", for current Miami-Dade low and very-low income limits); **or**
    - b) Provide evidence of a commitment to subcontract in excess of 25 percent of the total amount of subcontracts to be awarded to business concerns identified under Priority # 1 (category 1 businesses only (PR#4 a and b above are **Category 4 Businesses**).

IV. **SECTION 3 REQUIRED DOCUMENTS TO BE SUBMITTED WITH EACH PHCD BID (WHEN SUBCONTRACTING IS NOT APPLICABLE)**

This contract is a Section 3 covered activity (PHCD only). Section 3 requires that job training, employment and contracting opportunities be directed toward low and very-low income persons and to businesses that provide economic opportunities to those persons.

**All bidders are required to execute and submit Document 00400, "Section 3 Economic Opportunity and Affirmative Marketing Plan (Plan)", with the bid.** An executed Plan document is the bidder's certification that he or she will take all necessary affirmative marketing steps required, in connection with PHCD project award, to (a) meet Section 3 training and employment goals, where feasible, when filling vacant or new positions resulting from PHCD awards, and also seek to recruit qualified minorities and women to fill vacant or new positions resulting from PHCD awards; and (b) meet Section 3 subcontract goals and ensure small minority and women subcontractors are used (where applicable is permitted).

**V. SECTION 3 OPTIONAL DOCUMENT (TO BE SUBMITTED WITH BID)**

Bidders who wish to claim a Section 3 bid preference, are required to submit *Document 00200-B, "Section 3 Business Preference Claim"*, with the bid. Only bidders who have been pre-certified by PHCD at least 2 weeks prior to the bid opening and submit Document 010200-B "Section 3 Business Preference Claim as a Section 3 business shall be eligible to claim a Section 3 business preference.

**VI. SECTION 3 POST-AWARD PROCEDURES (PHCD PROJECTS ONLY)**

1. The contractor must submit required PHCD post-award forms (presented at a PHCD post-award meeting), during the performance of the contract in the frequency and format requested by PHCD.
2. Contractor will be required to submit documentation to PHCD of efforts and results made to train and employ Section 3 residents (resulting from PHCD awards only) in accordance with his or her Plan during the performance of the contract in the format and frequency required by PHCD.
3. Contractor, including any Section 3, small, minority or women-owned business concern awarded work through this PHCD project, must commit to train and employ qualified Section 3 residents (only where vacant or new positions exist in connection with this award) to the greatest extent feasible, not less than **30% of the total number of new hires, but no less than one, whichever is greater**, within their labor force during the term of the contract, in the priority order indicated under Section VII, "Section 3 Resident Priority Order for Training and Employment Opportunities", no.8, below.
4. Contractor is also required to undertake efforts to hire public housing, Section 8 and other Section 3 residents (only where vacant or new positions exist in connection with this award), in part-time positions, for permanent, temporary, or seasonal employment.
5. In addition to nos. 1 and 2 above, contractors must solicit to all minorities and women when filling vacant or new full-time or part-time positions generated through PHCD projects.
6. Contractor must explain to all job applicants how to claim a Section 3 preference (using PHCD forms provided at each pre-construction meeting) and show them the Miami-Dade income chart, included under Section II, page 1.
7. When there is a need for new hires, contractor must include Section 3 preference language in job news ads, flyers, and community notice. Notices must be placed at the site where work is to take place and in the surrounding community.
8. When there is a need for new hires resulting from PHCD awards, contractor must carry out recruitment in accordance with the training and employment recruitment requirements listed in Contractor's Plan (see Document 00400.)

**VII. SECTION 3 RESIDENT PRIORITY ORDER FOR TRAINING AND EMPLOYMENT OPPORTUNITIES**

1. PHCD public housing residents (Category 1 residents);
2. Participants in HUD Youth build programs currently operating in Miami-Dade County. For more information, contact YWCA of Greater Miami, Inc. at 305-377-9922, or Fax 305-373-9922 (Category 2 residents);



3. Recipients of federal government housing assistance programs, such as Section 8, Section 202, HOME, etc., or who are participants in a federally funded job training program, such as J.T.P.A., etc. (Category 3 residents); or
4. Other individuals who reside in Miami-Dade County, and meet the definition of a low, or very low-income person, as defined, in the current Miami-Dade Income limits (Category 4 residents).

**VIII. WELFARE-TO-WORK TAX INCENTIVE AND WORK OPPORTUNITY TAX CREDIT PROGRAM**

For information and application assistance, contact Career Service South Florida, [www.careersourcesfl.com](http://www.careersourcesfl.com) or the State of Florida at [www.floridajobs.org](http://www.floridajobs.org)

**IX. SECTION 3 CLAUSE**

The *Section 3 Clause* found at Section 3 regulation, 24 CFR Part 135, p.135.38, must be included in all Section 3 covered contracts. The awarded contractor and subcontractors (where applicable) will be bound by its provisions and the *Clause* and must be included in all subcontractor agreements.

**SECTION 3 CLAUSE**

- a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC § 1701u (Section 3). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The contractor agrees to include this Section 3 clause in every subcontract subject to be in compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed; and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

**DOCUMENT 00400**

**SECTION 3 ECONOMIC OPPORTUNITY AND AFFIRMATIVE MARKETING PLAN**

(To be completed by proposers who have not previously submitted this document under MCC 7360 Plan)

**Firm Name** \_\_\_\_\_ **Contact Name** \_\_\_\_\_

The individual above, (consultant), is responsible for planning, implementing and tracking firm's Section 3 (S-3) and affirmative marketing training, employment and contracting goals applicable to Public Housing and Community Development (PHCD) projects and must comply with HUD's S-3 regulation at 24 CFR Part 135 (*email PHCD [section3@miamidade.gov](mailto:section3@miamidade.gov) or [jeshher@miamidade.gov](mailto:jeshher@miamidade.gov) to obtain a copy*).

**Recruitment Procedures Required to Fill Vacant or New Consultant/Subconsultant Positions Resulting from PHCD Awards (Applicable to Single Trade and Multi-Trade Projects)**

1. Email [section3@miamidade.gov](mailto:section3@miamidade.gov) or [jeshher@miamidade.gov](mailto:jeshher@miamidade.gov), PHCD Section 3 Coordinator, for employment referrals from public housing, Section 8 and other housing program recipients, and low-income persons, minorities and women.
2. Advertise at job site and surrounding neighborhood for targeted workers (see #1 above) and use *Document 00404, "Section 3 Language for News Ads, Flyers and Job Notices"* in all job notices & flyers.
3. Schedule a time and place convenient for public housing, other S-3 residents (listed under no. 1 above), minorities and women to complete job applications.
4. Contact YWCA of Greater Miami, Inc. at 305-377-9922, or fax 305-373-9922, for HUD Youth build employment referrals.
5. Send notices about S-3 training and employment obligations and opportunities required for PHCD projects to labor organizations, where applicable (review **Section 3 Clause**).
6. Present *Document 00401, "Section 3 Resident Preference Claim Form"* to all job applicants, explaining S-3 residents will receive preference in the recruitment process, if they meet minimum job eligibility criteria.
7. Ensure applicants that claim a S-3 preference provide proof as described in Document 00401, or complete *Document 00402, "Section 3 Resident or Employee Household Income Certification Form"* (Public housing residents must receive the highest preference points during the interview/selection process.)
8. Consultant and sub consultants are required to: (a) establish files to document all recruitment efforts and results when filling vacancies or new positions in connection with PHCD projects; (b) use Document 00403, "Training & Employment Outreach Documentation" form to document agency referral responses, and (c) produce evidence of recruitment efforts to PHCD as requested.
9. Consultant is responsible for collection of sub consultant(s) training and employment documentation outreach efforts (described under no. 8), new hire reports (required) and weekly employment forms (only when sub consultant(s) hire workers for vacant or new positions in connection with PHCD awards).

Forms described above, under nos. 2 and 6-8, are post-award forms, applicable to successful PHCD bidder only, and will be distributed at each pre-construction meeting (*fax PHCD 786-469-4151 to obtain copies*).

**Consultant's Recruitment of Section 3, Small, Minority and Women-Owned Businesses (Solicitation Requirements Applicable to Multi-Trade Projects Only).**

Consultant will follow Plan's affirmative marketing steps for each PHCD award, when he or she subcontracts work, to award a minimum goal of 10% of the overall award amount to S-3 businesses, where feasible, and ensure small, minority and women-owned businesses are used (definitions of a S-3 business and a small, minority and/or women-owned business may overlap, permitting S-3 and affirmative marketing goals in these awards to be simultaneously met). Consultants who subcontract work are required to provide PHCD with a written explanation if the S-3 minimum subcontracting goal is not met.

Consultant shall demonstrate compliance in solicitation to the business categories, listed above, by following the steps described on page two of this Plan and providing evidence to PHCD when requested.

1. Refer any interested sub consultants that may meet the criteria to become a certified S-3 business to *PHCD Section 3 Coordinator (Compliance)* for S-3 business application assistance.
2. Email [section3@miamidade.gov](mailto:section3@miamidade.gov) or [jeshher@miamidade.gov](mailto:jeshher@miamidade.gov), *Section 3 Coordinator*, for current PHCD S-3 business lists and solicit to firms on these lists.
3. Contact *Miami Dade County Small Business Development*, 305-375-3121 or visit [www.miamidade.gov](http://www.miamidade.gov) to obtain lists of small businesses. Solicitations and awards must be made, where feasible, to various minority-owned firms, including minorities other than firm's own minority, and to women firms.
4. Advertise for S-3 sub consultants/subcontractors (subs) in construction trade journals, such as "The Dodge Reports", and post notices and distributes flyers at work site and surrounding neighborhood. The purpose of such advertisements is to make prospective subs aware of the Section 3 preference requirements applicable to PHCD project awards.
5. Fax, send or deliver "***Sub consultant Solicitation to Section 3, Small, Minority and Women Businesses***" form, to all prospective sub consultant firms solicited for each PHCD award.
6. Allow each sub consultant *a minimum of five business days* to respond to consultant's solicitation request. Include all "***Letters of Intent***" forms received from S-3, small, and minority, and women-owned sub consultants. Request sub consultants not interested or unavailable to bid to provide consultant with "***Certificate of Unavailability***" form.
7. Use the "***Outreach Documentation Form***" to document recruitment and follow-up with sub consultants. Make a second attempt to solicit to any S-3 firms who did not respond to the first solicitation attempt, using a variety of communication methods, i.e. facsimile, telephone, pager, e-mail, etc.
8. Consultants are required to negotiate with S-3 businesses, first and small, minority and women-owned businesses, second, if the sub consultant's bid amount would make the project infeasible.
9. Submit the following evidence to PHCD when requested (described under nos. 3-8 above and under "Contractors Recruitment of S-3, Small, Minority and Women businesses", page one, Para. one). Other post-award required submittals include *Document 00430, "List of Subcontractors/Sub consultants"*, and, from consultant and its sub consultants or

subcontractors, Documents 00450, 00452 and 00453, ***“Estimated Workforce Breakdown”, “Employee List” and “Consultant/Sub consultant Certification”***.

10. For each PHCD project award, retain documentation of outreach efforts and responses received from any organizations and sub consultants contacted for three years after project is completed.

\_\_\_\_\_  
**Sign and Print Firm Official's Name and Title**

\_\_\_\_\_  
**Submission Date**

\_\_\_\_\_  
Firm Name/Address

Firm Telephone and Fax Numbers: \_\_\_\_\_

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**DOCUMENT REQUIRED WITH BID SUBMISSION FROM PROPOSERS WHO HAVE NOT PREVIOUSLY SUBMITTED PLAN UNDER MCC 7360 PLAN.**

**DOCUMENT 00200-B**

**(Required to be submitted if claiming Section 3 preference)**

**SECTION 3 BUSINESS PREFERENCE CLAIM FORM**

**OPTIONAL DOCUMENT:** Only applicable to current PHCD certified Section 3(S-3) businesses who wish to claim a bidder's preference. S-3 businesses must become certified at least two weeks prior to bid opening date to be eligible to claim S-3 bidder's preference. Business application requests may be emailed to PHCD at [Section3@miamidade.gov](mailto:Section3@miamidade.gov).

**\*\*\*Only initial those items applicable to your firm.**

1. \_\_\_\_ (Initial) \_\_\_\_\_ (Firm Name) was certified by PHCD as a S-3 Business on \_\_\_\_ (Date). **SAID FIRM IS CLAIMING A PREFERENCE FOR THE BID, IDENTIFIED BELOW.**
2. \_\_\_\_ (Initial) Firm's original business certification was based on proof that firm owner was low or very low income. Firm owner's current family income meets the definition of a very-low or low-income household.
3. \_\_\_\_ (Initial) Said firm certifies, below, with the firm president's signature, that the full-time employee composition, and the ratio of S-3 full-time employees to non-S-3 employees continues to be at least 30% or higher.
4. \_\_\_\_ (Initial) Said firm has attached Document 00452, "Employee List". This list includes all current employees and is back-up for item no. 3 above.
5. \_\_\_\_ (Initial) Said firm has attached, for each new S-3 employee (hired since original business certification date shown under item one above, if this proof has not previously been provided to PHCD Section 3 Coordinator), Documents 00401, "Resident or Employee Preference Claim" and 00402, "Household Income Verification", or other applicable documentation, to demonstrate whether any new employees who have been hired after date of business certification meet the definition of a low or very-low income Miami-Dade family (based on household size and family income).

If items 4 and 5 above are initialed by bidder and/or applicable to bidder, bidder must attach the listed S-3 documentation. FAILURE TO DO SO SHALL INVALIDATE BIDDER'S S-3 BUSINESS PREFERENCE CLAIM.

**BID NUMBER** \_\_\_\_\_ **BID NAME** \_\_\_\_\_

**FIRM NAME** (Please print or type) \_\_\_\_\_

**PRESIDENT'S NAME** \_\_\_\_\_  
(Please print or type)

**PRESIDENT'S SIGNATURE:** \_\_\_\_\_

**PHONE AND FAX NUMBERS:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



## Section 3 Program

### Contents of this handout:

- ✓ What is Section 3
- ✓ Purpose of Section 3
- ✓ Section 3 Resident
- ✓ Section 3 Employment Opportunities
- ✓ Preference for Training and Employment
- ✓ Section 3 Business Concern
- ✓ Section 3 Forms

### What is Section 3

- Section 3 of the Housing and Urban Development Act of 1968 (Section 3) ensures that HUD-funded jobs, training and contracts are provided to local low-income or very low income residents, particularly those that reside in public housing and businesses that substantially employ them.

### Purpose of Section 3

- To ensure that economic opportunities generated from HUD funded projects will be directed to low or very low-income persons-particularly those receiving assistance for housing (24 CFR Subpart 135.1)



## Section 3 Resident

- Public Housing resident OR
- A resident of the Metropolitan area or Non-Metropolitan County in which the Section 3 covered assistance is expended, and who qualifies as a low or very-low income person.
- Low Income= 80% of the Area Median Income (AMI)
- Very Low-Income= 50% AMI (24 CFR Subpart 135.5)

## Section 3 Employment Opportunities

### Public and Indian Housing Programs

- All positions associated with Public / Indian Housing development, operations and modernization
- Management and administrative support
- Architectural, Engineering, and professional services (24 CFR Subpart 135.5)

## Preference for Training and Employment

### Order of Priority:

- Category 1-Residents of the housing development
- Category 2-Residents of other housing developments managed by the Housing Authority (PHCD)
- Category 3-Participants in HUD's Youth build program
- Category 4-Other Section 3 Residents (24 CFR Subpart 135.34a1)





## Section 3 Business Concern

- 51% or more owned by Section 3 Residents,

OR at least

- At least 30% of its full-time employees to include persons that are currently Section 3 residents, OR were Section 3 residents within three years of the date of first hire;

OR

- Provides evidence, as required, of a commitment to subcontract in excess of 25% of the dollar award to all subcontracts to businesses that meets the 1<sup>st</sup> and 2<sup>nd</sup> Section 3 Concern qualifications criteria above (24 CFR Subpart 135.5)

## Section 3 Forms

- See attached Section 3 Resident Preference Claim - Document 401 (page 4)
- See attached Section 3 Resident Household Income Certification - Document 402 (page 5)
- See attached Section 3 Residents Job referral Intake Form (page 6)
- Forms should be forwarded via e-mail or mailed to:  
Section 3 Coordinator, Jesus Hernandez  
Email: [Section3@miamidade.gov](mailto:Section3@miamidade.gov)  
Public Housing and Community Development,  
701 NW 1st Court, 14th Floor, Miami, Florida 33136
- Any questions about Section 3 or Section 3 forms contact: Jesus Hernandez at Telephone: (786)469-2131 Fax: (786)469-2230



**PUBLIC HOUSING AND COMMUNITY DEVELOPMENT**  
**Resident Services Community Planning and Outreach Division**  
**701 NW 1st Court • Miami, FL 33136**  
**786-469-4162 • Fax: 786-469-4230**  
[www.miamidade.gov/housing](http://www.miamidade.gov/housing)  
[Section3@miamidade.gov](mailto:Section3@miamidade.gov)

**SECTION 3 RESIDENT PREFERENCE CLAIM – Document 401**

A Section 3 resident *seeking the preference in training and employment* as defined in the Section 3 regulation at 24 CFR Part 135, shall certify to the recipient, contractor or subcontractor, and submit evidence showing they meet the criteria of a Section 3 resident, (i.e. proof of receipt of public assistance or residency in a United States Department of Housing and Urban Development (USHUD) or other federally-assisted housing program, e.g., Public Housing, Section 8, Section 202, etc.)

**MIAMI-DADE 2015 INCOME LIMITS (Effective 3/6/2015)**

	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
<b>Very Low Income (50%)</b>	<b>\$23,700</b>	<b>\$27,100</b>	<b>\$30,500</b>	<b>\$33,850</b>	<b>\$36,600</b>	<b>\$39,300</b>	<b>\$42,000</b>	<b>\$44,700</b>
<b>Low-Income (80%)</b>	<b>\$37,950</b>	<b>\$43,350</b>	<b>\$48,750</b>	<b>\$54,150</b>	<b>\$58,500</b>	<b>\$62,850</b>	<b>\$67,150</b>	<b>\$71,500</b>

**Section 3 Resident Certification**

I, \_\_\_\_\_, am a legal resident of the U.S.A.  
 (Name)

My Social Security Number is \_\_\_\_\_ My Race/Ethnicity is \_\_\_\_\_  
 (Optional: For statistical purposes only)

My permanent address is \_\_\_\_\_  
 \_\_\_\_\_  
 (Include City, Street, Zip Code)

I have attached one of the following documents as proof of my status:

- 1. Proof of residency (lease in a USHUD or other federally assisted program).
- 2. Proof of public assistance, e.g., Temporary Assistance to Needy Families (TANF) recipients, etc.
- 3. Proof of participation in a HUD YOUTHBUILD program.
- 4. Proof of participation in a federally assisted program such as Job Training Partnership Act (JTPA), etc.
- 5. Proof of participation in a state or local assistance program, or other program that assists low- or very-low income persons.

**ONLY PROVIDE FOLLOWING IF ONE OF THE ABOVE IS NOT APPLICABLE:**

- 6. Use Document 402, "Section 3 Resident Household Income Certification" to show employee household income, if no other documents are attached.

Print Name: \_\_\_\_\_

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

**Warning:** Title 18, US Code Section 1001, states that a person who knowingly and willingly makes false or fraudulent statements to any Department or Agency of the United States is guilty of a felony. State law may also provide penalties for false or fraudulent statements.





**PUBLIC HOUSING AND COMMUNITY DEVELOPMENT**  
 Resident Services Community Planning and Outreach Division  
 701 NW 1st Court • Miami, FL 33136  
 786-469-4162 • Fax: 786-469-4230  
[www.miamidade.gov/housing](http://www.miamidade.gov/housing)  
[Section3@miamidade.gov](mailto:Section3@miamidade.gov)

**SECTION 3 RESIDENT HOUSEHOLD INCOME CERTIFICATION – Document 402**

Any individual who is seeking to be certified as a Section 3 resident, and who is not a public housing resident, or not in a federally assisted housing program, or not a recipient public assistance program shall attest to their total current gross annual household income, **and provide the name and date of birth of each household member.** All additional household income earned by household members, excluding children under 18, and/or provided through public or private assistance, child support, bank or investment earnings must be included, where indicated below.

I, \_\_\_\_\_, (Individual's Full Name) do solemnly swear that the information I have provided below is true.

Number of family members who live in my household: \_\_\_\_\_.

My total current gross annual household income is: \_\_\_\_\_.

The source(s) of my total annual household income is/are:

	Head of Household	Spouse (if applicable)	Other Adult Member age 18 & over (if applicable)	Other Adult Member age 18 & over (if applicable)	Other Adult Members age 18 & over (if applicable)	Other Adult Member age 18 & over (if applicable)
Gross Earnings						
TANF						
Child Support						
Income from interest earned by bank account						
Other Income (list)						
1.						
2.						
3.						

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Warning:** Title 18, US Code Section 1001, states that a person who knowingly and willingly makes false or fraudulent statements to any Department or Agency of the United States is guilty of a felony. State law may also provide penalties for false or fraudulent statements.





PUBLIC HOUSING AND COMMUNITY DEVELOPMENT
SECTION 3 RESIDENT JOB REFERRAL INTAKE FORM

This is not an employment application. This information will be used for referral of Section 3 residents to vendors awarded Section 3 covered contracts upon request, for potential employment when "new" hires are required for completion of the project. Section 3 residents are: 1) Public Housing residents, or 2) individuals who reside in the area in which Section 3 covered assistance is expended and who are low- or very-low income persons.

Date: \_\_\_/\_\_\_/\_\_\_ Client No: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Date of Birth: \_\_\_/\_\_\_/\_\_\_ Date of availability: \_\_\_/\_\_\_/\_\_\_

Current Public Housing Resident: [ ] YES [ ] NO If "YES," provide Site Name: \_\_\_\_\_

Participant in other federally-assisted housing program (i.e. Section 8 programs)? [ ] YES [ ] NO

Receiving Government Subsidies? [ ] YES [ ] NO Sex (optional): [ ] Male [ ] Female

Returning Veteran? [ ] YES [ ] NO Race (optional): \_\_\_\_\_

YouthBuild Participant? [ ] YES [ ] NO Ethnicity (optional): \_\_\_\_\_

PLEASE CIRCLE ALL TRADES IN WHICH YOU:

[ ] HAVE TRAINING AND/OR EXPERIENCE, OR [ ] WANT TO GET TRAINING/EXPERIENCE

Table with 7 columns: Asbestos abatement, Land Clearing & earth moving, Electrical, Fire Alarm installation, Seal Coating & weatherproofing, Fence installation, Other (describe). Rows include Demolition, Security services, Heavy equipment operation, "Green" building construction, Hauling, General Labor, Formwork & Concrete Pouring, Plumbing General, Masonry, Carpentry, Roofing, Installing Insulation, Mechanical (air conditioning), Gyp. Board installation, Window & door installation, Painting, Flooring installation, Water Heaters, Paving or paver installation, Elevator installation, Lawn maintenance, Janitorial services, Clerical, and Welding.

Have you completed a training and/or certificate program? [ ] YES [ ] NO

Type of Certification: \_\_\_\_\_ Completion Date: \_\_\_/\_\_\_/\_\_\_

Please return completed form to: Section 3 Coordinator, Public Housing and Community Development, 701 NW 1st Court, 16th Floor, Miami, Florida 33136. Telephone: 786-469-2131; Fax: 786-469-2230; Email: Section3@miamidade.gov. If you are a public housing resident, please provide a copy of this completed form to your site manager.

Warning: Title 18, US Code Section 101, states that a person who knowingly and willingly makes false or fraudulent statements to any Department or Agency of the United States is guilty of a felony. State law may also provide penalties for false or fraudulent statements.



## POSSIBLE STRATEGIES TO MEET SECTION 3 COMPLIANCE GOALS

1. **Establish relationships with local job placement providers**
2. **Prepare an effective job readiness training program for Section 3**

Three possible strategies:

- Use qualified and trained Developer's staff, to deliver the training program
- Contract with a nonprofit or for-profit training consultant. This option may permit training to occur quickly, because there is no need to train staff. Using training providers that have established relationships with employers will increase the likelihood of job placements for graduates.
- Partner with local provider. These may include:
  - Local Private Industry Council (PIC) or Workforce Development Boards
  - Local Temporary Assistance for Needy Families (TANF) program / agencies
  - Department of Human Services
  - Department of Labor
  - Local Chambers of Commerce
  - For-profit temporary employment agencies
  - The American Society for Training and Development's national database of training providers
  - Local service provider directories published in selected cities by the Welfare to Work Partnership in conjunction with The Enterprise Foundation and the United Way.
  - HUD certified Section 3 business registry
  - PHCD certified Section 3 business registry

3. **Assess the job readiness levels of the target population**
4. **Design the job readiness training program**
5. **Measure Outcomes**

Developer should assign a staff person or consultant to monitor the progress of program graduates. Measurement should focus on job placement or failure to obtain employment for each participant and on the percentage of program graduates still employed at 3-, 6-, and 9-month intervals following initial placement.

Compiling accurate performance measurement data is valuable in several ways.

- It provides guidance on how to improve the training product.
- The data provide a critical tool for raising funds from both the government and private foundations.
- The data can be used to market the program to potential employer partners and participants.

**For additional information, refer to the HUD website at the following link:**

[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/fair\\_housing\\_equal\\_opp/section3/section3](http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/section3/section3)

**EXHIBIT C**

**HUD-5370 GENERAL CONDITIONS FOR  
CONSTRUCTION CONTRACTS – PUBLIC HOUSING**

# General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB Approval No. 2577-0157 (exp. 12/31/2011)

**Applicability. This form is applicable to any construction/development contract greater than \$100,000.**

This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 24 CFR 85.36, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24.CFR Part 135. The form is required for construction contracts awarded by Public Housing Agencies (PHAs).

The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, HAs would be unable to enforce their contracts.

Public reporting burden for this collection of information is estimated to average 1.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Responses to the collection of information are required to obtain a benefit or to retain a benefit.

The information requested does not lend itself to confidentiality.

HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number.

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## 1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
- (b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
- (c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
- (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
- (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
- (f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Contract (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
- (g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
- (h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.
- (i) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (l) "Work" means materials, workmanship, and manufacture and fabrication of components.
- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.
- (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [ ] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.
- (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
- (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
- (e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
- (f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
- (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
- (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

## 3. Architect's Duties, Responsibilities, and Authority

- (a) The Architect for this contract, and any successor, shall be designated in writing by the Contracting Officer.

## 2. Contractor's Responsibility for Work



- (b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.
- (c) The Architect's duties and responsibilities may include but shall not be limited to:
- (1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;
  - (2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;
  - (3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and,
  - (4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

#### 4. Other Contracts

The PHA may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with PHA employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by PHA employees

### **Construction Requirements**

#### 5. Pre-construction Conference and Notice to Proceed

- (a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.
- (b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

#### 6. Construction Progress Schedule

- (a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.
- (b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.
- (c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

#### 7. Site Investigation and Conditions Affecting the Work

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is

reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.

- (b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

#### 8. Differing Site Conditions

- (a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.
- (b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.
- (c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.
- (d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

#### 9. Specifications and Drawings for Construction

- (a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be

promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

- (b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.
- (c) Where "as shown", "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".
- (d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.
- (e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.
- (f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- (g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be

required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

- (h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.
- (i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

#### 10. As-Built Drawings

- (a) "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. "As-built drawings" shall be synonymous with "Record drawings."
- (b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.
- (c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

#### 11. Material and Workmanship

- (a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.
- (b) Approval of equipment and materials.
- (1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the

machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

- (2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.
- (3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.
- (4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.
- (5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.
- (6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.
- (c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

#### 12. Permits and Codes

- (a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any

waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

- (b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the PHA can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.

### 13. Health, Safety, and Accident Prevention

- (a) In performing this contract, the Contractor shall:
- (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
  - (2) Protect the lives, health, and safety of other persons;
  - (3) Prevent damage to property, materials, supplies, and equipment; and,
  - (4) Avoid work interruptions.
- (b) For these purposes, the Contractor shall:
- (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
  - (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.
- (c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.
- (d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- (e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

### 14. Temporary Heating

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the PHA in the condition and at the time required by the specifications.

### 15. Availability and Use of Utility Services

- (a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.
- (b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

### 16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.
- (b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- (c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.
- (e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

- (f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.
- (g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.
- (h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.
- (i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.
- (j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- (k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

#### 17. Temporary Buildings and Transportation of Materials

- (a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.
- (b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

#### 18. Clean Air and Water

The contractor shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which this contract is to be performed.

#### 19. Energy Efficiency

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under the contract is performed.

#### 20. Inspection and Acceptance of Construction

- (a) Definitions. As used in this clause -
  - (1) "Acceptance" means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.
  - (2) "Inspection" means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.
  - (3) "Testing" means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) PHA inspections and tests are for the sole benefit of the PHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the PHA after acceptance of the completed work under paragraph (j) below.
- (d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.
- (e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

- (f) The PHA may conduct routine inspections of the construction site on a daily basis.
- (g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.
- (i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the PHA considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right under any warranty or guarantee.

**21. Use and Possession Prior to Completion**

- (a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas

occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

**22. Warranty of Title**

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

**23. Warranty of Construction**

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of \_\_\_\_\_ (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.
- (b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—
  - (1) The Contractor's failure to conform to contract requirements; or
  - (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.
- (c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.
- (d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
- (e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
  - (1) Obtain all warranties that would be given in normal commercial practice;
  - (2) Require all warranties to be executed in writing, for the benefit of the PHA; and,
  - (3) Enforce all warranties for the benefit of the PHA.
- (g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

- (h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the repair of any damage that results from any defect in PHA furnished material or design.
- (i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.
- (j) This warranty shall not limit the PHA's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

**24. Prohibition Against Liens**

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

**Administrative Requirements**

**25. Contract Period**

The Contractor shall complete all work required under this contract within \_\_\_\_\_ calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

**26. Order of Provisions**

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

**27. Payments**

- (a) The PHA shall pay the Contractor the price as provided in this contract.
- (b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
- (c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a

- basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.
  - (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved breakdown of the contract price. Such estimates shall be submitted not later than \_\_\_\_\_ days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.
  - (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:
    - (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
    - (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
    - (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.
- \_\_\_\_\_  
Name:
- \_\_\_\_\_  
Title:
- \_\_\_\_\_  
Date:

- (f) Except as otherwise provided in State law, the PHA shall retain ten (10) percent of the amount of progress payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.
- (g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.



Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.

- (h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.
- (i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.
- (j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.
- (k) The PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bonds furnished under this contract.

## 28. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or

responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

- (c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

## 29. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
  - (1) In the specifications (including drawings and designs);
  - (2) In the method or manner of performance of the work;
  - (3) PHA-furnished facilities, equipment, materials, services, or site; or,
  - (4) Directing the acceleration in the performance of the work.
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- (f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:



- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.
- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.

- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

### 30. Suspension of Work

- (a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the PHA.
- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have

been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

- (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

### 31. Disputes

- (a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (e) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.
- (f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

### 32. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to

proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—
- (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
  - (2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the PHA.

### 33. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of \$\_\_\_\_\_ Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.
- (b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final

completion of the work together with any increased costs occasioned the PHA in completing the work.

- (c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

### 34. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

### 35. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the PHA under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

### 36. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
- (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
  - (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$\_\_\_\_\_ [Contracting Officer insert amount]

per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

- (3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$\_\_\_\_\_ [Contracting Officer insert amount] per occurrence.
- (b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.
- (c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

### 37. Subcontracts

- (a) Definitions. As used in this contract -
- (1) "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.

(2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

- (b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.
- (c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- (d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- (e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

### 38. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and
- (e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

### 39. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.

- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.

**40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.**

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

#### 41. Interest of Members of Congress

No member or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

#### 42. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the PHA, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the PHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

#### 43. Limitations on Payments made to Influence Certain Federal Financial Transactions

- (a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

#### 44. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the PHA harmless from loss on account thereof; except that the PHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

#### 45. Examination and Retention of Contractor's Records

- (a) The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

#### 46. Labor Standards - Davis-Bacon and Related Acts

If the total amount of this contract exceeds \$2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

- (a) Minimum Wages.
- (1) All laborers and mechanics employed under this contract in the development or construction of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall

be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.
- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the

amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- (b) Withholding of funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.
- (c) Payrolls and basic records.
- (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to

- make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- (d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under



the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (i) Certification of eligibility.
  - (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
  - (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
  - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause.
  - (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.
- (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.



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#### 47. Non-Federal Prevailing Wage Rates

- (a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:
  - (1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

#### 48. Procurement of Recovered Materials.

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

**EXHIBIT D**

**HUD-5370-C GENERAL CONDITIONS FOR NON-CONSTRUCTION CONTRACTS,  
SECTION I**

# General Conditions for Non-Construction Contracts

## Section I – (With or without Maintenance Work)

### U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 12/31/2011)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

**Applicability.** This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) greater than \$100,000 - use Section I;
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) **Maintenance contracts** (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

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**Section I - Clauses for All Non-Construction Contracts greater than \$100,000**  
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### 1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

### 2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- (d) proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

### 3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

### 4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
  - (i) appeals under the clause titled Disputes;
  - (ii) litigation or settlement of claims arising from the performance of this contract; or,
  - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

**5. Rights in Data (Ownership and Proprietary Interest)**

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

**6. Energy Efficiency**

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

**7. Disputes**

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

**8. Contract Termination; Debarment**

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

**9. Assignment of Contract**

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

**10. Certificate and Release**

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

**11. Organizational Conflicts of Interest**

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
  - (i) Award of the contract may result in an unfair competitive advantage; or
  - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

**12. Inspection and Acceptance**

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

### 13. Interest of Members of Congress

No member or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

### 14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

## 16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## 17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

## 18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

## 19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

## 20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

## 21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

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apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

## **22. Procurement of Recovered Materials**

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.



**EXHIBIT E**

**INSURANCE REQUIREMENTS, NON-CONSTRUCTION**

## INSURANCE REQUIREMENTS, NON-CONSTRUCTION

### INSURANCE AND INDEMNIFICATION

The **awarded Developer** shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by the awarded Developer or its employees, agents, servants, partners, principals or subcontractors. The awarded Developer shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The **awarded Developer** expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the awarded Developer shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The **awarded Developer** shall furnish to Miami-Dade County, Department of Procurement Management 111 N.W. 1st Street, 13<sup>th</sup> Floor, Miami, Florida 33128, Certificate(s) of Insurance evidencing insurance coverage that meets the requirements outlined below:

- A. Worker's Compensation Insurance as required by Chapter 440, Florida Statutes.
- B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage combined. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this agreement in an amount not less than \$500,000 per occurrence for Bodily Injury and Property Damage combined.

### DESIGN STAGE (IF APPLICABLE)

In addition to the insurance required in (A) – (C) above, a certificate of insurance must be provided as follows:

- D. Professional Liability Insurance in the name of the **awarded Developer** or the licensed design professional employed by the Tenant in an amount not less than \$1,000,000 per claim.

**CONSTRUCTION PHASE (IF APPLICABLE)**

In addition to the insurance required in (A) – (D) above, the **awarded Developer** shall provide or cause its contractors to provide policies indicating the following type of insurance coverage prior to commencement of construction:

- E. Completed Value Builders' Risk Insurance on an "all risk" basis in an amount not less than one hundred (100%) percent of the insurable value of the building(s) or structure(s). The Policy will name Miami-Dade County as a Loss Payee A.T.I.M.A.

**OPERATION PHASE (IF APPLICABLE)**

In addition to the insurance required in (A) – (C) above, the following coverage may be required:

- F. Property Insurance Coverage on an "All Risk" basis in an amount not less than one hundred (100%) percent of the replacement cost of the property. Miami-Dade County must be named a Loss Payee with respect to this coverage.

*CONTINUITY OF COVERAGE*

The awarded Developer shall be responsible for assuring that the insurance documentation required in conjunction with this subsection remain in force for the duration of the agreement period, including any and all option years. The **awarded Developer** will be responsible for submitting renewal insurance documentation prior to expiration.

All insurance policies required above shall be issued in companies authorized to do business under the laws of the State of Florida, with the following qualifications as to management and financial strength:

The company must be rated no less than "B" as to management, and no less than "Class V" as to strength, by A.M. Best Company, Oldwick, New Jersey.