

ROOSEVELT HALL



REQUEST FOR PROPOSAL

OCTOBER 29, 2018



Table of Contents

General RFP Information.....	3
RFP Synopsis.....	3
Proposals and Interviews.....	3
Schedule of Events.....	3
Communications.....	4
1. Project Summary.....	5
1.1 Project Vision.....	5
1.2 Invitation to Respondents.....	6
1.3 Purpose of the RFP.....	6
1.4 Site Information.....	6
1.5 Market Scan Summary.....	7
1.6 Example Proforma / Schematic.....	7
1.7 Community Engagement Report.....	7
2. Project Context.....	8
2.1 AH Background.....	8
2.2 Project Site.....	9
2.3 Westside Area Overview.....	9
2.3 The Choice Neighborhood Program & Scholar’s Landing.....	10
2.4 Atlanta University Center Neighborhood Overview.....	11
2.5 University Homes and Roosevelt Hall History.....	12
3. Roles and Responsibilities.....	13
3.1 Financial Structure.....	13
3.2 AH Roles and Responsibilities.....	13
3.3 Development Partner Roles and Responsibilities.....	14 - 16
4. Development Summary.....	17
4.1 Development Concept.....	18-19
4.2 Development Parameters.....	20
5. Qualifications and Submissions.....	22
5.1 Pre-Requisites for Submission of Qualification Documents.....	22
5.2 Submission Format and Structure.....	22
5.3 Submission of Response.....	24
6. Evaluation Criteria.....	25-32
7. Appendices.....	
Appendix A – Market Scan Report.....	
Appendix B – Example Pro Forma / Schematic.....	
Appendix C – Community Engagement Report.....	
Appendix D – Roosevelt Hall Adaptive Reuse Report.....	
Appendix E- Scholars Master Plan Required Representations	

General RFP Information

RFP Synopsis

It is the intent of The Housing Authority of the City of Atlanta, Georgia (“Atlanta Housing or AH”) to enter into an agreement with a qualified, professional developer or developer team as a development partner (the “Development Partner”) to provide services related to the redevelopment and revitalization of Roosevelt Hall, the former administration center of the demolished University Homes housing project. This document is a Request for Proposal (“RFP”), which will include the submission of both developer qualifications and a proposal. All Respondents to this RFP (any of which may consist of multiple firms, evidenced by a formal business relationship) with proven capacity to plan, develop, and manage adaptive reuse commercial properties are invited to submit qualifications.

Proposals and Interviews

Selection of the Development Partner will be a multi-step process:

- 1) Initial Written Submittal: Respondents will submit statements of qualifications and a written technical proposal in response to this RFP. An Evaluation Committee will evaluate the qualifications and the written proposal against the RFP’s evaluation criteria, which is provided in this document, to determine which Respondent is most qualified and presents the vision most in line with AH and the community’s goals.
- 2) Interview and Final Evaluation: As part of the evaluation, shortlisted firms may be invited to a formal interview to explain their proposal and to answer questions from the Evaluation Committee. From the evaluations of the written proposals and interviews, the Evaluation Committee will rank the shortlisted firms in order of suitability and appropriateness for this project. The Evaluation Committee will recommend the shortlisted firm, which it has determined to be the most suitable and appropriate for this project, to AH’s Board of Commissioners for approval as the selected Development Partner.

Schedule of Events

The following Schedule of Events represents AH’s estimate of the timetable that will be followed in connection with this solicitation:

Event	Date and/or Time
RFP Posted on AH’s Website	Tuesday, October 30, 2018
RFP Pre-Proposal Conference and Site Visit	Tuesday, November 13, 2018 11:00am EST 227 Roach Street, SW, Atlanta, GA 30310
Deadline for Questions and/or Comments	Tuesday, November 20, 2018 @ 2:00pm EST
Proposal Due	Thursday, January 31, 2019 @ 3:00pm EST

Communications

In order to maintain a fair and impartial competitive process, AH and any outside consultants assisting AH with this solicitation shall avoid private communication concerning this procurement with prospective Respondents during the entire procurement process. From the issue date of this RFP until the final award is announced, Respondents are not allowed to communicate about this RFP for any reason with any AH staff and/or outside consultants assisting AH with this solicitation except:

- through the RFP Point of Contact named below;
- designated AH/Consultant participants in attendance at the RFP Pre-Proposal Conference and Negotiations;
- as otherwise specified in this RFP; and / or
- as provided by existing work agreement(s) (if any).

Prohibited communication includes all contact, including but not limited to, telephone communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. AH reserves the right to reject the proposal of any Respondent violating this provision.

- 1) Questions must be submitted in writing to the attention of Qiana Ayana, Analyst, Contracts and Procurement at 404-685-4936 or via email at qiana.ayana@atlantahousing.org. **AH will receive requests for additional information and/or clarification relative to this solicitation between October 30 and November 20, 2018.**
- 2) Responses to these questions will be addressed in writing and issued as an addendum to this RFP. AH will not respond to requests for information after the date stated above.
- 3) It is the responsibility of the Respondent to monitor AH's website for any addenda issued. All Respondents are encouraged to frequently check AH's website for additional information.
- 4) All requests for information or clarification pertaining to this solicitation must be addressed in writing.

Questions must be submitted electronically through the Questions & Answers Board ("Q & A Board") associated with this Event. To access the Q & A Board, interested parties must log in to AH's Business Management Portal to view the deadline date and time for submission of questions or to request additional information from AH regarding this Event. **Neither AH nor the Point of Contact for this Event will acknowledge receipt of or respond to any questions and/or requests for additional information via e-mail or alternate methods of communication other than stated above.**

All addenda (e.g., changes to scope of work, extension of close date to this Event, changes to evaluation factors, etc.) will be publicly posted prior to the closing date on AH's Business Management Portal. AH reserves the right to increase or delete any scheduled items, to increase or reduce the quantity of any scheduled item, to waive informalities and technicalities, and to make other changes and modifications consistent with AH's policies and the laws and regulations governing HUD programs. As such, it is the responsibility of Respondent to monitor AH's Business Management Portal for any addenda, amendments or responses to questions, relating to the Event.

1. Project Summary

1.1 Project Vision

The AH is seeking a developer or developer team (“Respondent”) with a successful track record developing and operating innovative, adaptive reuse commercial projects to submit qualifications and proposals to rehabilitate the two-story, 16,000 square foot Roosevelt Hall building located in the Atlanta University Center neighborhood. Roosevelt Hall will form the commercial and community core of AH’s future Scholars Landing redevelopment and will serve as an anchor for the rejuvenation of Atlanta Student Movement Boulevard, the corridor that connects the four Atlanta University Center (AUC) Consortium institutions: Clark Atlanta University, Morehouse College, Spelman College, and Morehouse School of Medicine.

As part of this Request for Proposal (“RFP”), the Respondent will provide both qualifications of experience and a full redevelopment proposal. Based on responses to the RFP, AH anticipates selecting one developer or development team to manage both the rehabilitation and ongoing operations of Roosevelt Hall under a ground lease from AH. The Respondent must provide the terms under which they would pursue that ground lease and specify the level of funding from AH necessary to realize the full rehabilitation and operation of Roosevelt Hall.

The project is the result of AH’s ongoing redevelopment of Scholar’s Landing through the HUD Choice Neighborhoods program. As part of that redevelopment, AH has subsidy available to support a community-oriented vision of the adaptive reuse of Roosevelt Hall. AH understands that there is risk in the project and is willing to provide subsidy, either through direct capital infusions or below-market rents for a specified term, for projects that demonstrate the creation of a public good. The subsidy provided will be commensurate with the social impact generated by the project – including its connections to the AUC institutions – and determined through a negotiated amount requested by the Respondent and based on the Respondent’s development budget and operating pro forma.

As envisioned, Roosevelt Hall will be transformed into a destination for Atlanta’s Westside, where all of Atlanta is invited to join local residents in support and celebration of their community’s African-American heritage and culture. Roosevelt Hall presents a unique opportunity to attract investment into a marketable project that blends commercial and community space.

Through this solicitation process, AH seeks Respondents with experience in rehabilitation and adaptive reuse, but also with the ability and vision to attract and manage a unique selection of tenants that align with AH and the surrounding community’s goals. Through consultation with the community, and in line with AH’s mission objectives, this RFP outlines multiple development objectives (the “Development Objectives”) and provides a framework for the types of institutions and businesses AH desires as tenants. Development proposals that meaningfully engage and collaborate with the AUC institutions will be looked upon favorably. Above all, AH is seeking a Development Partner who is willing and able to creatively combine both the objectives and framework to curate a unified commercial and community-oriented concept.

1.2 Invitation to Respondents

Through this solicitation process, AH seeks a Development Partner who will:

1. Plan, develop, and manage a commercial redevelopment of Roosevelt Hall, consistent with the mission of AH and the real estate market;
2. Secure private funds and non-AH funds to leverage AH's contribution;
3. Work in partnership with the Area Stakeholders (including the AUC institutions), residents, and businesses; and
4. Promote reinvestment in the surrounding neighborhood and stimulate economic development.

Through this RFP, AH extends an invitation to partner and collaborate creative, experienced, and visionary developers who are aligned with AH's mission. Together, AH believes both private and public resources can be leveraged to transform Roosevelt Hall into a first-class facility.

1.3 Purpose of the RFP

The purpose of this RFP is to collect, review, and evaluate the qualifications of firms and proposals to help AH implement the vision for the redevelopment of Roosevelt Hall. AH invites developers and their partners to submit proposals for a comprehensive redevelopment of the former public housing administrative building ("Development Plan"), which will include a tenant leasing plan, proposed schedule, budget and financing, business terms, deal structure, as well as community building strategies and investments. As set forth in this RFP, interested parties must meet AH's qualifications, which will include proving their experience as a developer with the ability to implement the Development Plan for Roosevelt Hall.

1.4 Site Information

- *Address:* 660 Atlanta Student Movement Boulevard, Atlanta, GA 30314
- *Square footage:*
 - First Floor: 8,115 SF
 - Second Floor: 8,284 SF
 - Total: 16,399 SF (Net building area)
- *Current Condition:* The building is currently vacant. The interior of the building has suffered from ongoing vacancy and some vandalism, but the exterior of the building remains in good condition.
- *Neighborhood Information:* The site is located in Atlanta's Neighborhood Planning Unit T and City Council District 4. It lies in the Atlanta University Center Neighborhood to the west of Downtown Atlanta.
- *Utilities, Topography, Existing Roads:* The site is at a low point along Atlanta Student Movement Boulevard and the building has a grade change of about 4 feet from end to end.
- *Zoning:* The site's zoning district is MRC - 3 with conditions, which limits car sales and repair and mortuary services. The building is bounded by Atlanta Student Movement Boulevard to the north and Roach Street to the west.
- *Historic.* This building is not located within the AUC Historic District however it should be noted that it is the only remaining building of the former University Homes public housing project.
- *Area Stakeholders:* On all revitalization projects, AH works with the City of Atlanta, Invest Atlanta, and the Atlanta Public Schools to collaboratively transform neighborhoods by

aligning strategies and investments. As neighboring anchor institutions with a commitment to the revitalization of the west side of Atlanta, the Atlanta University Center Consortium schools are anticipated to play a role in the redevelopment the surrounding area.

1.5 Market Scan Summary

The Market Scan Report, attached as Appendix A, provides market research and analysis for several specific uses including office, retail, restaurant, business incubators, kitchen incubators, and event space. The Market Scan Report also provides a methodology for social impact modeling that AH will utilize when evaluating proposals. Specifically, the Market Scan Report includes: local rents, demand for certain tenants, local economic conditions, retail demand leakage, and the state of local industries. AH is using this report to form initial recommendations for developer selection and will review all proposals through the information and recommendations found in the report, unless the Respondent provides their own research to validate their program. Please note that the Social Return Impact Model mentioned in this report will be used to determine the extra-financial impacts of the proposals.

1.6 Example Proforma / Schematic

An example project proforma and schematic is included as Appendix B. The schematic and proforma demonstrate the level of detail appropriate for the Respondent's submission.

1.7 Community Engagement Report

On February 10th, 2018, AH hosted a Community Design Open House on behalf of the Roosevelt Hall adaptive reuse RFP. Over 50 residents and concerned citizens attended the event and provided feedback on the history of the structure and their preferences for the redesign of the building, the audiences that building will serve, and the desired tenants selected for the project. The results of this event are tallied in the Community Design Open House Report, found in Appendix C. This report is included to provide Respondents with guidance on how they are to align with the community's objectives for the project.

2. Project Context

2.1 AH Background

Serving approximately 50,000 people, AH is the largest housing authority in Georgia and one of the largest in the nation. AH is organized under Georgia law to develop, acquire, operate, and lease affordable housing for low-income families. AH's ability to adapt to change by cultivating strategic partnerships and by developing innovative solutions has made AH the national leader in the transformation of public housing. In recognition of AH's ranking as a High Performing public housing agency, the U.S. Department of Housing and Urban Development ("HUD") selected AH to participate in the Moving to Work ("MTW") Demonstration Program. With its status as an MTW agency, AH, with a few exceptions, was granted regulatory and statutory relief from the U. S. Housing Act of 1937, as amended ("1937 Act").

Since 1994, AH has envisioned and created a new "blueprint" for providing affordable housing opportunities in amenity-rich, mixed-use, mixed-income communities that are economically integrated places where people from all walks of life can live, learn, work, and play. AH's blueprint envisions restoring human dignity and instilling a strong sense of personal responsibility and empowerment through long-term strategic investments in families and the adoption and implementation of policies that serve to mainstream families into a culture of education, work, and building economic independence and self-reliance. Powered by the innovation afforded under its MTW Agreement and working with private sector development partners, AH has successfully built sustainable communities while assisting thousands of families along the path to self-sufficiency through public-private partnerships and transformed its business model and corporate structure for providing affordable housing resources. In the last three years, AH began implementing streamlined business processes and modernized systems to support AH's business model.

The initial MTW Agreement between AH and HUD was effective July 1, 2003. Later, AH was able to retain the unique provisions under its original agreement when it negotiated its amended and restated MTW Agreement on November 13, 2008, further amended it on January 16, 2009 and in 2015 was extended through 2028. It is important to note that AH's MTW Agreement may be automatically extended for additional ten-year periods, subject to HUD's approval and certain agreed-upon conditions.

2.2 Project Site

Roosevelt Hall is located in Atlanta's Neighborhood Planning Unit T ("NPU-T") and City Council District 4. The 80-year old structure was once the central offices and commercial space for the former University Homes public housing project, which was demolished in 2008. The property fronts the corner of Atlanta Student Movement Boulevard and Roach Street. It lies in the Atlanta University Center (AUC) Neighborhood, immediately west of downtown Atlanta and the new Mercedes Benz stadium. It is less than a 5-minute walk from the historical centers of the Morehouse College, Spelman College, and Clark Atlanta University campuses. The AUC neighborhood is one of four neighborhoods considered part of Atlanta's Westside, which has been the recipient of a growing number of revitalization projects in recent years.

It is less than 1/3 mile from Northside Drive SW, the major north-south corridor on Atlanta's Westside, and less than 3/4 mile from Mercedes Benz stadium, which directly abuts Northside Drive SW. Roosevelt Hall enjoys good access to three of Atlanta's major interstates. Interstate 20 is located less than 1-mile away, while Interstates 75 and 85 are located less than 2 miles away. About ½ mile East of Roosevelt Hall is Castleberry Hill, a historic, walkable neighborhood of warehouse loft conversions with a thriving art gallery scene. Immediately surrounding Roosevelt Hall is Scholar's Landing, an ongoing mixed-income community steered by AH's Choice Neighborhoods program. Roosevelt Hall will form the future commercial center of the Scholar's Landing development. General information is provided below regarding local neighborhood amenities.

2.3 Westside Area Overview

Located immediately west of downtown Atlanta, the Westside is comprised of the historic neighborhoods of Vine City, Ashview Heights, the Atlanta University Center, English Avenue and Castleberry Hill. These neighborhoods are rich in historic significance, playing a vital role in the national struggle for civil rights, desegregation and equal opportunity. The neighborhoods were home to many great African American leaders and are the location of the largest cluster of historically black colleges and universities in the nation including Clark Atlanta University, the Interdenominational Theological Seminary, Morehouse College, and Spelman College, as well as Morehouse School of Medicine. The neighborhood leaders, residents, faculty, students, and staff were collectively responsible for incubating much of the infrastructure and discourse that gave birth to the 1960s civil rights movement, which transformed American society, culture, and politics.

Today these neighborhoods are known as high poverty communities that have suffered from decades of disinvestment, visible in vacant storefronts and boarded homes, struggling schools, a high crime rate and concentrated poverty. However, working collaboratively, the community, AH, the City of Atlanta, Invest Atlanta, the Blank Foundation, the Westside Future Fund and a myriad of other community stakeholders and top leaders of Atlanta's corporate, university and philanthropic community have established a cross-sector, coordinated redevelopment investment strategy to turn the tide of disinvestment in these Westside neighborhoods and are actively engaged in raising funds and implementing strategies collaboratively.

There is growing momentum with both small- and large-scale initiatives underway or completed, including the \$1.6 billion Mercedes Benz stadium for the Atlanta Falcons, the Atlanta BeltLine connecting 22 miles of future park land, trails, rail transit and affordable housing, the Choice Neighborhood Implementation Grant (CNIG) that leverages \$400 million in public and private commitments, the Westside Promise Zone designation by HUD to support economic development, and the Westside Future Fund that raises private and philanthropic dollars to bolster and coordinate ongoing investments at the scale necessary.

2.3 The Choice Neighborhood Program & Scholars Landing

After four years of planning by AH with the residents of Ashview Heights, Atlanta University Center and Vine City, a Neighborhood Transformation Plan (“NTP”) was created. The NTP envisioned strategies to redevelop the former University Homes public housing project, located in the heart of the Atlanta University Center, to be a catalyst for broader neighborhood revitalization, with strategies designed to leverage resources to remove blight, develop new housing in the surrounding neighborhoods, attract businesses, and improve the health, education and economic outcomes for the residents. The vision attracted numerous partners to support the redevelopment of the former University Homes site, including neighborhood and human development.

On September 28, 2015, the City of Atlanta and AH were awarded a \$30 million Choice Neighborhood Implementation Grant (CNIG) by HUD to support the implementation of the NTP strategies. Numerous parties committed to the implementation, leveraging over \$400 million to support the initiative. The CNIG Program is well underway, with 160 units already developed on the former University Homes site as part of the Scholars Landing development. Ashley I at Scholars Landing, a 135 unit mixed income rental development is currently under construction with an expected completion date of December, 2019.

Implementation of the neighborhood strategies includes \$500,000 in funding to support the Quest II workforce center in Vine City; \$500,000 to support the construction of the new Harland Boys & Girls Club in Ashview Heights; the development of the Truly Living Well Center for Natural Urban Agriculture; the sale of six lots for the development of five affordable homes for Atlanta police officers in partnership with the City of Atlanta, the Atlanta Police Foundation, Pulte Homes and the Arthur M. Blank Foundation; and the installation of security cameras and tag readers in the three neighborhoods to enhance the safety of the neighborhoods. An additional 260 rental and 33 for-sale units are planned for construction through 2022.

The CNI area encompasses approximately 1,000 acres located on the west side of Atlanta. The boundaries were chosen intentionally to include the three neighborhoods that share a unique heritage and history. Along with University Homes, the neighborhood includes four former public housing sites which have been redeveloped into mixed-income communities by AH and its private sector developers. Within the boundaries are two elementary schools and one high school, which, with the historically black colleges and universities, allow for a cradle-to career educational continuum within the neighborhood.

The CNI boundaries include Joseph E. Boone Blvd to the north, Northside Drive to the east, I-20 and the Atlanta BeltLine to south and southwest to Martin Luther King Jr Drive to the north to Joseph E. Lowery Blvd to the west.



Figure 1 Choice Neighborhoods Boundary

2.4 Atlanta University Center Neighborhood Overview

The Atlanta University Center neighborhood earned its name from the Atlanta University Center Consortium (AUCC), the largest contiguous consortium of historically black colleges and universities (HCBUs) in the United States. The AUCC is a nonprofit organization that operates on behalf of its members to advance each institution’s mission and strategic goals by fostering collaboration, managing center-wide initiatives, offering services that benefit students and the community, and leveraging shared resources. Today the AUCC institutions include Morehouse College, Morehouse School of Medicine, Spelman College, and Clark Atlanta University. All four schools are located in the neighborhood and enroll approximately 9,000 undergraduate and graduate-level students.

The residential character surrounding the schools is small but growing, with major developments announced by both AH and Friendship Baptist Church. In total, both of these developments could bring over 2,100 residential units to market.¹

¹ Saporta, Maria. “\$300M mixed-use project planned near Mercedes-Benz Stadium”. 2017.

2.5 University Homes and Roosevelt Hall History

Roosevelt Hall was built as a community center, administration office, and local retail center within the University Homes housing project, a New Deal and Public Works Administration (PWA) project constructed in Atlanta during the Great Depression in 1937. University Homes was the African-American counterpart of the all-white Techwood Homes (redeveloped and known as Centennial Place) and is historic in that it was the first public housing project built in the nation for African-Americans. University Homes was built to replace Beaver Slide, an impoverished community largely made up of poorly built houses of wood plank construction.

University Homes contained 677 apartments spread across forty-two concrete and brick buildings. Roosevelt Hall served as the central meeting place for residents. A small stage was constructed upstairs, which was used for children's theater and local musical acts. One of the rooms contained a resident-organized library and reading room. The bottom floor was largely made up of University Homes' administrative offices and small, local retail and service spaces.

University Homes was demolished from 2008 to 2009, with plans to eventually replace the older structures with a new, mixed-income community, which eventually became Scholars Landing. Roosevelt Hall is the only remaining structure left from the original University Homes development.

3. Roles and Responsibilities

3.1 Financial Structure

AH anticipates making financial contributions towards the implementation of the Development Plan and expects to receive financial benefit from the various commercial aspects of the development. AH is interested in a financial structure that:

- a) Awards some level of subsidy to the Development Partner, justified by need and the extent of social impact from the commercial redevelopment;
- b) Leverages AH funds to attract private capital; and
- c) Allows for AH to retain title to the underlying land through a ground lease.

3.2 AH Roles and Responsibilities

In order to implement the Development Plan, AH will have several specific roles as owner, contract administrator, ground lessor and funder. Each role is discussed briefly below and will be described in the Master Developer Agreement.

Owner Representative

As the Owner, AH will oversee the implementation of the Development Plan from design planning through project completion in accordance with the Master Developer Agreement and approved plans, schedules, and budgets, and will have final approval of the Development Plan and subsequent amendments. AH will have representation at all project meetings and discussions regarding the revitalization of Roosevelt Hall.

Contract Administrator

In those instances in which AH is the recipient of public or private funding in support of the new development under the Development Plan, AH will have contract and fiduciary responsibility to manage the expenditure of funds in compliance with funder requirements and scope of work. In general, AH will communicate with HUD and other funders on all matters; however, to the extent that program documents reflect matters within the particular knowledge of the Development Partner, or that they set forth development plans and the like, AH will expect the Development Partner to prepare drafts for AH's review and approval.

Ground Lessor

AH will retain ownership of the land subject to a ground lease with a term between 40-55 years. The Development Partner will construct and own the improvements. The amount of annual rent under the ground lease is subject to negotiation and should be part of the financial structure proposed by the Respondent.

Funder

Under terms and conditions to be negotiated and as may be memorialized in the Master Developer Agreement, project loans, operating agreements and other legal instruments, AH may provide capital and operational investments where need is demonstrated to support the viability and sustainability of the project.

3.3 Development Partner Roles and Responsibilities

The selected Development Partner will manage the implementation of the Development Plan based on a collaborative vision established between AH and the Development Partner. The selected Development Partner will be responsible for designing, financing, rehabilitating, leasing, managing (property, commercial, construction, and any other management), and otherwise performing any other activities that are necessary to successfully implement the agreed upon Development Plan.

Development Partner services may include but are not limited to the following activities as applicable and as consistent with the Development Plan.

Architectural Design

- Work in partnership with Area stakeholders to develop a comprehensive design plan for redevelopment of the building that respects its historical significance.
- Develop architectural and engineering schematics for the rehabilitated Roosevelt Hall inclusive of sustainability design principles.
- Develop a realistic budget and schedule, based on negotiated business terms and consistent with funder requirements.
- Ensure zoning, permitting, and design approvals and other City governmental approvals and pursue desired designations that could enhance the development options for the site.
- Ensure compliance with the Americans for Disabilities Act in design documents as well as meeting other Federal, State and local requirements.
- Oversee the bidding and award process, and A/E construction administration in compliance with funders' regulations and requirements.

Rehabilitation and Rehabilitation Management Activities

- Perform and/or oversee the project rehabilitation, either directly through an identity of interest entity or through the procurement of a general contractor consistent with approved budget and schedule.
- Obtain permits, licenses, and other required approvals, and coordinate construction-related activities such as monitoring budgets and schedules and overseeing Section 3 and M/WBE compliance.
- Perform site remediation, improvements, and restorations as required.
- Develop or cause to be developed retail and commercial space relating to the Development Plan.
- Ensure compliance with the Americans for Disabilities Act in all construction activities, as well as meeting other Federal, State and local requirements.
- Guarantee that all wages associated with the construction and rehabilitation of the site are determined through the Davis-Bacon Wage Act.
- Work in accordance with AH environmental protocols should there be the discovery of hazardous materials including but not limited to asbestos, lead based paint, and contaminated soil. Please, note that AH has previously conducted soil remediation in an effort to remove known impacted soil present. A Phase I Environmental Site Assessment, Phase II Investigation, and remediation took place this calendar year.

Financing Activities

- Develop a realistic financing strategy, in conjunction with the Development Plan, consistent with the development budget and schedule as well as Atlanta construction market costs.

- Determine and minimize the need for local subsidy, taking into account the amount of public development funds committed to the project and other proposed state and federal funding programs.
- Determine the probability and extent of any gap between public development dollars and other project financing and total development costs.
- Identify and secure structures and funding sources to maximize any development funds and to close any possible funding gap for commercial product.
- Conduct all necessary negotiations with private sector funding source providers and if necessary participate with AH in discussions/negotiations with their funding sources.
- Identify, negotiate, and secure all private and public funding commitments to complete the development of the project; create and update development and operating pro formas; and develop investor packages for equity syndication.
- Plan, fund, and execute requirements associated with support infrastructure, public improvements, and other requirements (working with AH) as required.
- As needed and negotiated, provide funding for the rental and operating costs associated with the retail and commercial build-out to achieve project stabilization.
- If applicable, determine the need or desirability for historic tax credits in the project's rehabilitation, taking into consideration the risk of award and the addition to the schedule.
- Provide all reasonable and conventional guarantees and promises to secure the public and private funding mentioned above.

Legal Activities

- May include the creation of limited partnerships and other ownership structures necessary to implement the Development Plan.

Tenant Programming, Partnering, and Marketing Activities

- Ensure competitive lease-up of space including the preparation of market analyses and marketing plans to support leasing activities.
- Create a tenant operation plan that details the desired tenants for operations, potential partners that could fill that tenancy, and an operations analysis of these potential tenants that ensures a financial sustainable project.
- Assure a competitive lease up for the remaining commercial and retail space.
- Create an operations plan for selected tenants.

Compliance and Reporting Activities

- Coordinate and report compliance activities to meet funders' requirements.
- Monitor contract compliance, preparation of all reporting to AH, HUD, investors, and other parties.
- Update and review the master "critical path" schedule.
- Update and review the master budget.

Community/Area Stakeholder Activities

- Support AH outreach to former residents, community residents, AUC institutions and businesses to the extent applicable or as otherwise directed by AH.
- Participate in AH, HUD, City, Area Stakeholder, and community meetings relevant to the project.

- Manage key Area Stakeholder relationships in partnership with AH in order to support the successful implementation of the Choice Neighborhoods Revitalization Plan.

Asset Management

- Maximize the performance and value of the real estate assets that are owned and managed as a result of the redevelopment.
- Perform activities necessary to maximize lease-up.
- Perform budgeting and expense management, including but not limited to appropriate forecasting, submission of income and expense statements, and annual budget.
- Perform fundraising as necessary to meet the needs of the community.
- Perform program compliance as required.
- Submit reporting on operations as required by AH, including but not limited to annual budget for approval by AH, monthly budget and leasing reporting, and property forecasting.

Other Activities

- Perform other activities as required and prudent in order to fully implement the Development Plan.

4. Development Summary

4.1 Development Objectives

Roosevelt Hall will be redeveloped consistent with the development objectives (“Development Objectives”) listed in this section and will apply to the overall development program. Proposals submitted to this RFP should achieve the overall Development Objectives noted below to the maximum extent possible.

Neighborhood Revitalization

A Development Plan should be proposed that catalyzes or supports reinvestment in the surrounding neighborhood, continuously engages the community and stakeholders, mitigates community displacement and stimulates economic development for local residents and businesses.

Engagement of AUC Institutions and Atlanta Student Movement Boulevard

AH strongly encourages respondents to identify opportunities to collaborate with the AUC institutions in some form at Roosevelt Hall. Collaboration could take many forms, ranging from an institutional presence in the building to developing spaces that are attractive to students as well as the larger community. In addition, the development should endeavor to activate and engage Atlanta Student Movement Boulevard to the greatest extent possible. This may include the programming of retail and food uses at grade, with outdoor seating if feasible. And while AH does not control the public rights of way along Atlanta Student Movement Boulevard, AH seeks a developer willing to engage in a discussion with the City as needed to explore the potential of facilitating improvements to infrastructure including upgraded sidewalks, street lighting, and street furniture.

Architectural Design

The development should be designed with quality interior space that celebrates the history of the building, prioritizes the goals of the project, and considers the design of the building interior as a single, large concept, inviting social interaction and fostering a healthier, more social and economically viable community. The redesign of the exterior must respect the architectural character of the building while enhancing its historic significance.

People Impact

The developer should implement place-based designs with community-based partnerships and programs that can advance the education, health, and economic outcomes and self-reliance of residents.

Economic Diversity

The developer should create a commercial development targeted to mixed-income needs, with neighborhood-serving amenities.

Value Creation

The development should maximize value to AH with innovative financing, consistent with AH’s mission, based on Atlanta market conditions.

Feasibility

Development must be financially feasible to develop and operate and evidence that it can be developed on-time and within budget. If the Development Partner is requesting financial assistance from AH to help in making the development feasible, this must be clearly demonstrated through a development budget and operating pro forma.

Sustainability

Developments should incorporate design and operating principles that foster environmental sustainability and economic sustainability, including the use of energy-efficient and sustainable materials, construction practices, and adherence to a comprehensive green design standard.

Unified Concept

The development should strive for a unified concept for the building, where the space is highly programmed and designed to share amenities and encourage cross-collaboration and interaction between tenants, employees, customers, and community members.

Encourages Entrepreneurship

Concept that draws in a wide range of both experienced and inexperienced entrepreneurs and encourages the creation of spontaneous professional relationships and mentorship opportunities through interactive space.

Historic Preservation

Attention to historic details, features, and the ongoing preservation of the building should be of the highest priority. The design and rehabilitation of the building must comply with the National Historic Preservation Act, Section 106, which requires consultation with the Georgia Historic Preservation Division (HPD) and possibly the Advisory Council on Historic Preservation. The proposed redevelopment should incorporate the legacy of the building and attempt to tell these stories through the design and repurposing of the building.

4.2 Development Concept

The redevelopment proposal should be crafted as a market-driven project capable of supplying valuable services to both local and city-wide customers. Available public subsidy should not determine project feasibility but instead should be used to expand equitable access to building uses and amenities. This falls in line with AH's overall mission of creating privately owned development while maintaining long-term financial sustainability independent of project subsidy.

Below we provide additional perspective regarding priorities for tenant selection.

Tenant Priorities

There are many examples of tenant types that could substantially satisfy the development objectives delineated in Section 4.1 above. AH is interested in the Respondents assessment of market opportunities, and ways of balancing through careful programming the desire for financial sustainability with the desire to offer uses that are responsive to the desires of the community.

AH is particularly interested in opportunities to marry community-serving uses with institutional uses emanating from the four AUC Consortium institutions: Morehouse College, Morehouse School of Medicine, Spelman College, and Clark Atlanta University. AH believes that some institutional presence at Roosevelt Hall can be thoughtfully married to the goals of economic development,

neighborhood revitalization, and community engagement, and strongly encourages respondents to identify opportunities for collaboration with the AUC institutions. In addition, we believe that locating some university use at Roosevelt Hall could provide the additional benefit of drawing traffic eastward on Atlanta Student Movement Boulevard, thereby creating greater foot traffic, activating the street, and enhancing opportunities for the development of local retail.

Examples of this type of partnership might include:

- 1) A comprehensive, but small-footprint cluster around **business management and entrepreneurship**. Such a program could combine courses available to students and community members together with a business incubator staffed part time by students or faculty.
- 2) **Food incubator concept** – A shared kitchen or kitchen incubator that can also serve as a teaching kitchen for the local community
- 3) **An innovation and maker space** providing flexible spaces for students and faculty to prototype, test ideas, and network, as well as providing accessibility and mentorship for community members.
- 4) **A studio theater for the performing arts**, providing a flexible space for the performing arts for faculty, students, and neighborhood residents, including use for daytime and nighttime classes in addition to performance space.
- 5) **A health and wellness cluster** that makes university-based health and wellness programs available to the community, offering classes, workshops, and skill training for community residents interested in these fields.

These programs and uses could be located in the upper floor of Roosevelt Hall as well as at grade, while making some amount of grade-level space for active street uses including food and beverage.

Some examples of program uses that would reflect a number of AH's and the community's objectives would include:

- Retail for local produce and kitchen incubator food products;
- Café that could serve as a local gathering place for local students, workers, and residents;
- Meeting/event space;
- Business incubator (or co-working space);
- Living History Center that would serve as both a central meeting place for history tours on the Westside and as an informational display for the history of the former University Homes and the AUC neighborhood; Center for Continuing Education that could provide classes for adults and seniors, either relating to information technology, food, or other topics;
- Local services that cater to neighborhood needs like laundromats and daycare.

Case Study Examples

Through the examination of case studies around the country, the case studies below provide good examples of the types of projects AH wants to see in the Respondent's proposal.

- Shared Kitchen w/ Event Space – shared kitchen, event space, and host of pop-up restaurants. These facilities provide cooking and event space for local caterers and chefs looking to build their brand, practice their recipes, or prep their product.
 - "Mess Hall" in Washington D.C.
 - "KitchenCru" in Portland, OR

- Food Production Facility w/ Retail and Financing – kitchen incubators focused on business training and increasing scale of food product production. These facilities often have an accompanying financial investment component and also provide in-house retail opportunities or cafés for the sale of food products.
 - “La Cocina” in San Francisco, CA
 - “Hot Bread Kitchen” in New York City, NY
 - “Kitchentown” in San Francisco, CA
- Business Incubator w/ Café and Business Center – Largely follows the co-working space model, with business mentoring and educational opportunities. A café is often attached, providing social space for local workers and residents.
 - “Club E” in East Point, GA
- Upcoming projects of interest – These kitchen incubator projects are in the planning and implementation phase.
 - “Woodlawn Kitchen Project” in Birmingham, AL
 - “Prep2” and “Prep3” in Atlanta, GA

4.3 Development Parameters

The following guidelines are based on community feedback and goals of the AH’s Vision 2022. These parameters are in line with the “Development Objectives” and provide examples of AH’s specific needs.

- Local Jobs: Development should strive to create sustainable jobs for local residents within the Choice Neighborhoods boundaries.
- Economic Development: The development should provide tools for local small businesses to develop and grow, with a key focus on making these tools accessible to a wide range of incomes.
- Equitable Access: Developer proposal should supply a vision on how services will be provided to a wide-range of incomes, which could be achieved in a variety of ways: grants, reduction in costs for local residents, scholarships, or merely tenants that have a low-price business model.
- Education/Training: The development should provide education and training opportunities where available, particularly in highly sought-after skillsets that would benefit residents within the Choice Neighborhoods boundaries.
- Support AH housing development residents: Facilities should support the needs of the future residents of the surrounding AH mixed-income housing developments. Proposed tenants should anticipate the needs of this group of residents.
- Energy Efficiency: Development should strive for highest standards of energy efficiency on the site and in the structures.
- Feasibility: Development must be financially feasible to develop and operate and can be developed on-time and within budget.
- Residents/Community: The Development Plan will demonstrate a long-term commitment to community engagement and to working in partnership with stakeholders, the AUC institutions, residents and local businesses. Development must include a plan for programs and partnerships to support the community and resident programs and evidence of commitment of partnerships.

- **Choice Neighborhood (CN) Offices: The Development Plan must reserve roughly 2,000 square feet for the Choice Neighborhoods offices. CN plans to rent these offices for at least the next four years.**

5. Qualifications and Submissions

5.1 Pre-Requisites for Submission of Qualification Documents

Respondents must meet the minimum criteria. By submitting a response to this request, the Respondent agrees that the firm or partnership meets the following minimum criteria:

- 1) The Respondent MUST have successfully developed a minimum of two commercial properties in the last ten years, one of which must have been of a similar scope and scale as described in this RFP.
- 2) The Respondent MUST have a minimum of five years of experience in property management in commercial development.

5.2 Submission Format and Structure

The proposals shall be submitted in a suitable binder with no loose documents, securely bound with tabs clearly identifying each section presented below and properly identified in a table of contents. The Respondent must label its response using the below corresponding section / tab numbers so that AH can easily organize and navigate the Respondent's response.

Tab	Major Category	Page Count	Criteria Summary
A	Introductory Letter and Statement of Interest	4	<ul style="list-style-type: none"> • Brief synopsis of response to the RFP. The letter must be signed by an authorized representative of the firm. • Expression of interest in contracting with AH for the revitalization project.
B	Organization	15	<ul style="list-style-type: none"> • Basic Information/Primary Contact • Development Partner Description and Form(s) of Ownership • Organization Chart • Financial Position • Litigation
C	Developer Qualifications	20	<ul style="list-style-type: none"> • Developer company and partner(s) background, viability, staffing, and resumes • Commercial development, community-based development, development under a unified concept, and green energy and sustainability development experience with references • Management experience relevant to any proposed use, especially regarding the common area, suggested tenants, kitchen and business incubators • Commercial, green energy and sustainability management experience with references • Historic preservation experience
D	Developer Proposal	20	<ul style="list-style-type: none"> • Redevelopment vision, plan, and design conceptual narrative • Proposed Development Program • Conceptual building schematic • Detail how the development will incorporate green building practices • Detail the collaboration with AUC institutions • Economic, social, and fiscal impact projections • Project timeline • Ownership structure • Partnership structure

			<ul style="list-style-type: none"> • Detailed financing strategy and proforma with sources & uses (<i>See Appendix B for sample development budget and proforma and presentation template</i>). • Proposed development schedule • Marketing, leasing, and operations strategy
--	--	--	--

Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation.

A page is considered to be one side of a single side of an 8½" x 11" paper, single spaced, using not smaller than an 11 point font, and containing margins at the top, bottom and sides of no less than one inch in width.

Foldouts containing art, spreadsheets, and oversize Exhibits are permissible and will be included in page count. AH will allow a font size no smaller than 9 point for information included in tables and charts only. **All proposal pages must be consecutively numbered.** Proposal responses should not exceed fifty (50) pages, excluding résumés, certificates and any other applicable Attachments or supplemental information specially requested by AH within this solicitation. **Respondents are cautioned that if their Proposal exceeds the page limitation, AH will evaluate up through the permitted number of pages only. Information contained on pages beyond that limit will not be considered.** Brevity with respect to proposals is strongly encouraged.

All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will in no way contribute to the evaluation process.

All information presented in response to this RFP must be included in the submitted response. There can be no information that is linked to a website that requires reviewers to access the website for consideration of content. Any such conditions will not be considered as part of the Respondent's proposal.

5.3 Submission of Response

By submitting a response to the RFP the Respondent is acknowledging that the Respondent:

- 1) Has read the information and instructions; and
- 2) Agrees to comply with the information and instructions contained herein:
 - a. *Submission Requirements:* An original and eight (8) copies of proposals are due on or before, Thursday, January 31, 2019 at 3:00 P.M., Atlanta Time. Proposals must be submitted and time and date stamped no later than the Proposal Due Date and Time. All proposals will be time stamped by AH upon receipt. Proposals received after the due date and time will not be evaluated.
 - b. Proposals will only be accepted during AH's normal business days and hours which are Monday through Friday, 8:00 A.M. through 5:00 P.M. EST.
 - c. All proposals shall be enclosed in an envelope/box, securely sealed, and clearly labeled as follows:

PROPOSAL DOCUMENTS
Name of Respondent
Roosevelt Hall RFP
RFP #2018-0132
Thursday, January 31, 2019 by :3:00 P.M.,
EST

NOTE: Please mark all originals as 'ORIGINAL' and all copies as 'COPY'. AH is not responsible for submissions not properly identified.
 - d. All proposals transmitted by mail or hand delivered shall be addressed with the same information to the RFP Point of Contact.
 - e. All materials submitted to AH in response to this RFP shall become the property of AH. Selection or rejection of a proposal does not affect this right.
 - f. Submittal of proposals by facsimile or email transmission is not acceptable, and any proposal so transmitted will be rejected as non-responsive.
 - g. AH reserves the right to reject any or all offers, in whole and in part, and to discontinue this RFP process in whole or in part, and re-advertise without obligation or liability to any potential Respondent.

6. Evaluation Criteria

The evaluation criteria used in reviewing and ranking submittals, along with their respective weights, follows the letters and numbers that should correspond to the submittal.

The Evaluation Committee shall be established to evaluate proposals based solely on the Evaluation Factors set forth in this RFP. Factors not specified in the RFP will not be considered. AH reserves the right to waive any minor irregularities or technicalities in the proposals received. Proposals will be evaluated on an individual basis against the requirements stated in the RFP.

After evaluations, the Evaluation Committee will determine a competitive range. The competitive range includes the proposals that have a reasonable chance of being selected for award considering all aspects of the RFP. AH will negotiate with the Respondent(s) who fall within the competitive range. If required, only those Respondents within the competitive range may be selected for oral presentations and/or interviews.

The presentation/interview process will be arranged to assist the evaluation committee in differentiating those Respondents within the competitive range. Points may be added or deducted from the Respondent's preliminary score as deemed necessary by the evaluation committee.

AH reserves the right to negotiate the final scope of services, price, schedule and any and all aspects of this solicitation with all Respondents in the competitive range. Once negotiations are complete, AH shall establish a date and time for the submission of best and final offers. If a Respondent does not submit a notice of withdrawal of its offer, or a best and final offer, the Respondent's immediate offer shall be construed as its best and final offer.

The best and final offers shall be evaluated in essentially the same manner as the initial offers. The contract shall be awarded to the responsible Respondent whose qualifications, price and other factors considered, are the most advantageous to AH.

AH reserves the right to award this contract to one Respondent, to make multiple awards and to award without discussions. AH may reject any or all offers if such action is in AH's interest, award contract other than to the lowest Respondent, waive informalities and minor irregularities in offers received, and award all or part of the requirements stated.

Proposals that are considered nonresponsive will not receive consideration. AH reserves the right at any time during the evaluation process to reconsider any proposal submitted. It also reserves the right to meet with any Respondent at any time to gather additional information. Furthermore, AH reserves the right to delete, add or modify any aspect of this procurement through competitive negotiations up until the final contract pricing.

Proposals will be evaluated based on the following Evaluation Factors:

EVALUATION QUESTIONS/FACTORS	MAXIMUM POINTS
Developer Qualifications	25
Development Proposal	40
Implementation and Management Plan	25
Marketing, Leasing, and Operations	10
TOTAL	100

The establishment, application and interpretation of the above Evaluation Factors shall be solely within the discretion of AH. AH reserves the right to determine the suitability of proposals on the basis of all of these factors.

1) Introductory Letter with Statement of Interest

(Maximum 4 pages. Pages won't count towards 50 page proposal limit)

- a. Introductory Letter – Provide a letter of introduction bearing the signature of the managing general partner of the Respondent and the name(s) of the individual(s) authorized to negotiate services and costs with AH. The letter should give a brief synopsis of the response to the RFP.
- b. Statement of Interest - As part of the Introductory Letter, provide a statement explaining why the team is interested in this contract and why the team should be selected. The letter should identify any collaboration with an AUC institution(s), if applicable. Provide specific information that may differentiate the team from others who also may be able to provide the services described in this RFP and how the vision for redeveloping this site aligns with AH's vision and mission.

2) Organization

- a. Basic Information
 - i. Firm name (or in the case of a Respondent that is a joint venture of an otherwise unrelated Developer Team Member(s) and Property Management Team Member(s), firm names for each of those Team Members)
 - ii. Address & Zip code
 - iii. Telephone number
 - iv. Office locations and applicable qualified staff who may be providing the services described in this RFP
 - v. Evidence of formal business relationship between unrelated Team Members/Partners
- b. Primary Contact
 - i. Provide one email address, telephone number, and name for the primary contact related to this RFP
- c. Development Partner Member Description and Form(s) of Ownership

statements and related information will not be returned. In accordance with AHA procedures, after review and analysis, all financial statements will be shredded and destroyed prior to award of the subsequent contract(s). The committee will use this information only to confirm that the entity is financially capable of completing the project. This information will be used for no other purposes and will remain confidential to the extent permitted by law.

3) Developer Qualifications.....25 Points

a. Developer Experience

- i. Developer company and partner(s) background, viability, staffing, and resumes
 - 1. Provide a brief history of your company or companies. Provide résumés of key staff members who will provide development and management services described in this RFP. Include relevant experience, education and training. If partners are involved in a development or as a future tenant, please provide a company profile and resumes for the key members.

ii. Commercial Development Experience

- 1. Tell us about your experience in revitalizing urban communities and developing sustainable commercial projects. Demonstrate your successful experience in seeking out and managing a wide-range of retail and office tenants in line with AH’s preferred concepts and mission goals. Demonstrate your experience working with public and regional organizations. Demonstrate your experience in managing developments under a unified concept, where uses are actively integrated to promote collaboration. Demonstrate experience in sustainable building practices. Demonstrate alignment with AH’s mission and vision. Describe the experience of the team members or companies that will be responsible for commercial (retail/office) development and ownership. Provide information on the relevant projects built in the past ten years, and describe any current projects as well as any future development opportunities that the company currently has under contract or is currently pursuing. Describe how the projects were funded, including equity and debt sources.

iii. Community-Based Experience

- 1. Demonstrate your working experience with governmental groups, resident groups, and community groups in conjunction with development activity. Demonstrate experience incorporating service providers and community building programs into the development activity. Demonstrate specific experience with community residents, businesses and Area Stakeholders already defined in this RFP and/or similar organizations and groups. Demonstrate ability and capacity to manage relationships.

iv. Designated Energy Efficient, Green Building and Sustainability

- 1. Demonstrate planning and development experience in using sustainable and “green” building practices. Examples include LEED, EarthCraft, or other types of nationally and regionally recognized energy saving and environmentally friendly systems.

- v. Historic Preservation Experience
 - 1. Demonstrate experience in the adaptive reuse and preservation of historic structures.
- vi. References
 - 1. Give references for two commercial development for which your firm provided all or a substantial amount of development services and is comparable in scale and scope to this project. Give a point of contact for each, including the name of the organization for which the services were provided; a current contact name and organizational title at the organization; the contact's current address, email address and telephone number.
- b. Asset/Management Experience
 - i. Commercial Management Experience
 - 1. Tell us about your experience in managing the type of community as described in this RFP. Provide resumes of key staff members who will provide development and management services described in this RFP. Include relevant experience, education and training.
 - ii. Designated Energy Efficient, Green Building and Sustainability Experience
 - 1. Demonstrate management experience in operating buildings and communities with green and/or sustainable designations. Examples include LEED, EarthCraft, LEED ND, or other types of nationally and regionally recognized energy saving and environmentally friendly systems.
 - iii. References
 - 1. Give references for one commercial developments for which your firm provided all or a substantial amount of management services, one of which is comparable in scale and scope to this project. Give a point of contact for each, including the name of the organization for which the services were provided; a current contact name and organizational title at the organization; the contact's current address, email address and telephone number.

4) Development Proposal.....40 points

- a. Redevelopment Vision, Plan, and Design
 - i. Narrative Stating Project Concept
 - 1. Provide a narrative summarizing the overarching concept of your Roosevelt Hall redevelopment vision. If there are relevant existing business models that demonstrate that concept, please provide descriptions of these and how they would match the development's concept. State in your narrative how your project plans to achieve each of AH's development objectives. References to desired audiences or tenants mentioned, including the AUC institutions, should also be made. The response should provide answers to the following questions:
 - a. Do the individual tenants create a greater whole of complementary uses?

- b. What can this project achieve for the local community? How will it serve their interests? How, specifically, does the project engage the AUC institutions?
 - c. How will the project draw in a broad-core of customers, partnerships, or tenants that extend beyond the neighborhood's boundaries? How will this core interact with and complement the interests of local residents? Respondents should offer a conception on how parking can be managed by using the vacant lot behind Roosevelt Hall.
 - ii. Proposed Development Program
 - 1. Proposed uses, public amenities, square footage breakdown
 - a. Create a table detailing the specific square footage totals for each individual building tenant and use. If the Respondent is partnering with potential lessees, please note where they fall under the program. **The Development Plan must reserve roughly 2,000 square feet for the Choice Neighborhoods offices. CN plans to rent these offices for at least the next four years.**
 - 2. Parking Strategy
 - a. Provide details on the total number of parking spaces required by local zoning, the total number of parking spaces provided, the plan on how to utilize local street parking, and a site plan detailing the construction of new off-street parking. Please note if there are opportunities for a reduction in the provided parking due to complementary uses.
 - 3. Zoning
 - a. Provide details on any changes required to the existing MRC-3 zoning as well as anticipated special use permits and/or variances. Explain why the changes are required and provide a plan to accomplish the approval. Include the entitlement approval timeline in the overall schedule.
 - iii. Conceptual Building Schematic
 - 1. Provide a detailed building schematic that demonstrates the planned location and use of space of tenants within the building, any architectural additions that you propose to add (such as rooftop amenities), interior flow, and the use of shared building amenities. Provide an illustrated elevation of the front façade of the building if any major architectural additions are planned.
 - iv. Green Building / Sustainability
 - 1. Provide a description of the construction quality, green rehabilitation techniques utilized, and any energy efficiencies anticipated to be produced, and the quality of the proposed certification(s) to be attained.
 - v. Economic, fiscal, and social impact projections
 - 1. Please provide impact projections based on the expected extra-financial return of your project, detailing any potential social benefits, fiscal

benefits, or economic benefits that may occur to the city, AH, the surrounding community, or other area stakeholders.

b. Implementation and Management Plan.....25 Points

- i. Project timeline
- ii. Ownership structure
- iii. Partnership structure
- iv. Detailed Financing Strategy and Proforma
 1. Develop a narrative stating the economic feasibility of the development, making note to reference the Market Scan provided in Appendix A. If planned tenants or partnerships are involved with the use of building space, provide a narrative that supports their ongoing economic feasibility.
 2. Itemized Development Budget. *(See Appendix B for a sample Development Budget and presentation template.)*
 - a. Provide an itemized budget, including line items for hard, soft, and financing costs, together with any contingencies – including costs for public improvements, request for development of operating subsidy, remediation, and site work.
 3. Financial plan
 - a. Discuss a financing strategy for each development Section. Provide a Sources and Uses of Funds detailing how the project will be financed through a combination of debt and equity, including public improvements, subsidies, remediation and site work:
 - i. Equity sources; specify amount of equity to be invested by developer and identify potential equity providers, supported by letter of interest, term sheet, or partnership agreement.
 - ii. Construction financing: identify potential lender(s) and provide a letter of interest.
 - iii. Permanent financing: identify potential lender(s) and include a letter of interest if available.
 - iv. Subsidy sought, if any from AH and for what use specifically, in the form of reduced ground rent for the project.
 - v. Subsidy sought from other public agencies and for what use specifically with documentation demonstrating agency support.
 - b. Total amount of subsidy sought (in the form of reduced leasing or other forms).
 - c. Any other public or non-profit funding required.
 4. Detailed ProForma *(See Appendix B for a sample Proforma and presentation template.)*
 - a. Provide a proforma to demonstrate project operational feasibility. Include a 10-year cash flow projection, indicating all assumptions clearly and specify:

- i. Projected rents for commercial and retail tenants
- ii. Operating subsidies, if any
- iii. Operating expenses
- iv. Upfront capital expenditures for full tenant build out
- v. Real Estate taxes,
- vi. Net operating income
- vii. Annual debt service
- viii. Net cash flow
- ix. Equity return

5. Schedule

- a. Provide the Development timetable demonstrating that the start of construction is within six (6) months of execution of the Master Developer Agreement and completion no later than 14 months from the signed MDA. Demonstrate that this schedule is consistent with the scope and scale of what is being proposed in the RFP or could be more aggressive.
 - i. Provide a timeline and milestones for predevelopment/planning, design, and entitlement approvals
 - ii. Provide a timeline and milestones through project completion.
 - iii. Provide a timeline and milestones for lease-up and project stabilization.

- 6. Discuss any challenges or impediments to achieving the proposed financial feasibility or schedule.

v. Marketing, Leasing, and Operations.....10 Points

1. Leasing Strategy

- a. Provide a narrative stating the overall leasing strategy, mentioning any collaborating tenants as partners and a short summary of their business plans. Describe how the tenant mix would create agglomeration efficiencies through collaboration and complementary uses. Describe any prospective tenants, relationship with tenant, proposed services. Provide an Letter of Interest from the tenant.

2. Marketing Strategy

- a. Describe a realistic commercial and retail tenant marketing strategy for space based on available market data. Describe tenant mix and identify potential leases.

3. Operations Strategy

- a. Describe a realistic management plan for retail and commercial operations.

7. Appendices

Appendix A – Market Scan Report

Appendix B – Example Pro Forma / Schematic

Appendix C – Community Engagement Report

Appendix D – Roosevelt Hall Adaptive Reuse Report (2015)

Appendix E- Scholars Landing Master Plan

Required Representations and Certifications

The following Required Representations and Certifications must be included as a part of a Respondent's proposal and be received by the due date and time:

Required Representations and Certifications
Exhibit A- HUD Form 5370-A: General Conditions for Construction Contracts- Public Housing Programs
Exhibit B- Subcontractor Utilization and Section 3 Action Plan
Exhibit C- Principal Personnel Disclosure Statement Certification and Instructions
Exhibit D- Respondent Disclosure Certification
Exhibit E- Survey Record Responsibility
Exhibit F- Addenda Acknowledgement Form (if applicable)
Exhibit G- Clean Hands
Exhibit H- State of Georgia Contractor E verify Affidavit
Exhibit I- Davis Bacon Wage Classifications and Rates

Submissions of Qualifications

Service Providers interested in responding to this Request for Proposal MUST be registered with Atlanta Housing at:

<https://solutions.sciquest.com/apps/Router/RegistrationChecklist?CustOrg=AH>

Each proposal and all materials submitted to AH in response to this RFQ shall become the property of AH. Selection or rejection of a proposal does not affect this right.

Submittal of proposals by facsimile or email transmission is not acceptable, and any proposal so transmitted will be rejected as non-responsive.

NOTE 1: Forms shall be completed, signed, and notarized where required or marked "Not Applicable" where appropriate.

NOTE 2: All forms are available in Adobe's PDF format for viewing and printing. To view and use the forms you must install Adobe Acrobat Reader on your computer. Acrobat 5.0 (minimum) is required for all fillable forms.



Roosevelt Hall

Market Scan Report

March 2, 2018

Prepared for Atlanta Housing Authority



Executive Summary.....	3
Introduction.....	4
Market Scan Methodology.....	5
Data Used	5
Trade Areas.....	5
Linking Uses to Commercial Space.....	6
Demand and Supply Analysis.....	7
Demand.....	7
Existing Industry Sectors.....	7
Demographic and Consumer Patterns	8
Incubator Specific Factors.....	9
Demand Analysis Conclusions	10
Supply	11
Retail/Restaurant.....	11
Office.....	13
Event Space	13
Supply Analysis Conclusion	14
Social Impact Model.....	15
Defining the SROI Scope	15
Quantifying the Outputs	15
Potential Drawbacks of Model.....	16
Roosevelt Hall SROI Model Application	16
Input	16
Outcomes.....	16
Indicators.....	17
Implications of Findings and Recommendations	18

Executive Summary

The Atlanta Housing Authority (client) has expressed interest in various programmatic uses for the redevelopment of Roosevelt Hall which includes office, retail, restaurant, business incubator, kitchen incubator, and event space. A combination of the Market Scan and Social Impact Model will guide and inform the client of the various uses outlined in the redevelopment of Roosevelt Hall. The market scan will show the feasibility of these uses and provide a market rate lease rate for each use. The social impact model should guide conversations on how the use of space can bring local investment into the community through the opportunity cost of deferred revenue.

The Market Scan aims to uncover the demand, supply, and market lease rate for each of the proposed uses. The demand analysis examines existing industry sectors, demographic and consumer patterns, and specific incubator factors to understand prominent influences on the demand of commercial space. Essential findings of the demand analysis include:

- Projected growth of local industrial sectors will increase the future demand of restaurant and office space;
- Proximity to major office districts may exude a spillover effect onto adjacent areas, increasing the demand of office space within the trade area;
- Consumer spending leakage proves there is a large demand for retail but more importantly restaurant space.

The supply analysis examines recent, current, and projected supply of retail/restaurant, office, and event space. Major findings of the supply analysis include:

- There is a low supply of retail and restaurant space in the trade area. The average lease rate is \$18.50 per square foot.
- A sizeable supply of office space exists in the trade area. The average lease rate is \$21.00 per square foot.
- A tremendous supply of event space exists in the trade area and will continue to grow. Venue rates range from \$750 to \$2,500 due to venue size, date, and hours reserved.
- The handful of Kitchen Incubators in metro Atlanta are concentrated away from the central business district. Average lease rates range from \$10.00 to \$12.00 per square foot.

The social impact model measures the project's return on investment (ROI) through the combination of social, economic, and environmental outcomes through a shared, financialized ratio. Additional model uses include:

- Providing the social impact but also contextualizing the social impacts resulting from the redevelopment of Roosevelt Hall.
- Presenting a summary of other benefits such as social capital, skills development, and local business growth.

Introduction

The Market Scan and Social Impact Model will assist the Atlanta Housing Authority (AHA) and its prospective partners through the selection of various programmatic uses in the redevelopment of Roosevelt Hall. To keep within the historical significance of the building, and previous community input, a short list of programmatic uses for Roosevelt Hall includes retail, restaurant, office, kitchen incubator, business incubator, and event space. The market scan will identify the feasibility of each programmatic use and provide a feasible lease rate for the use. The social impact model will guide the conversation on how the use of space can bring local investment into the community through the opportunity cost of deferred revenue. For the project to be feasible, the redevelopment must not only be financial sound but also provide a substantial positive social impact on the community.

Roosevelt Hall is located within the Atlanta University Center neighborhood on Student Movement Boulevard. The property is currently owned by the Atlanta Housing Authority and is the only remaining building of the former University Homes public housing site. The historic two-story building has significant street presence with original store-fronts and an inviting entrance located in the center of the building. In its heyday, Roosevelt Hall served as the anchor community space for local residents. A community theatre, offices for resident services, and a community laundry were just but a handful of community uses found in Roosevelt Hall. Presently, the building has been victim to neglect and vandalism. Regardless, the building exterior continues to be in good condition.

Market Scan Methodology

The Market Scan aims to uncover demand, supply, and current lease rates for office, retail, restaurant, business incubators, kitchen incubators, and event space. Several constraints exist within the neighborhood and require consideration. The target neighborhood, the Atlanta University Center, does not have a large supply of commercial space due to the Atlanta University Center Consortium being the primary property owner. This deficiency will create difficulties in the supply-side analysis of the scan. Additionally, the neighborhood does not have enough business or kitchen incubators to use as direct comparables for the scan.

The approach considers these constraints by creating a unique database, establishing multiple trade areas, and linking unique uses to existing commercial spaces. A database on unique uses was created through the collection of primary data on business incubators, kitchen incubators, and event space. Combining secondary market data with the database ensures a robust scan. Multiple trade areas will assist in expanding the amount of available commercial real estate data for the market scan. The lack of dedicated commercial space for unique uses requires linking these uses to an appropriate commercial space in the neighborhood. The database will inform suitable commercial spaces for these uses.

Data Used

The Market Scan includes primary and secondary sources for demographic and commercial real estate data. Primary data sources include a database gathered through soliciting 10 kitchen incubators, 9 business incubators, and 17 event spaces throughout Metro Atlanta. This required calling or examining an organization's website for data points on lease rates, space leased, and other pertinent real estate information. Secondary data sources include: the U.S. Census Bureau; State of Georgia Labor Market Explorer; ESRI Business Analyst; International Council of Shopping Centers; and LoopNet. Data sets downloaded from these sources include demographic information and commercial real estate information for office and retail space.

Trade Areas

The Market Scan establishes three trade areas; one to serve as the basis of the scan and the other two for data collection as seen in Figure 1. The base trade area is a one-mile radius around Roosevelt Hall and is in accordance to the U.S. Shopping Classification and Typical Characteristics guidelines in Table 1. Roosevelt Hall is a "Strip/Convenience" center due to having roughly 16,000 gross square footage on a site less than two acres. All demographic, consumer spending, and commercial revenue/sales measures will derive from the base trade area.

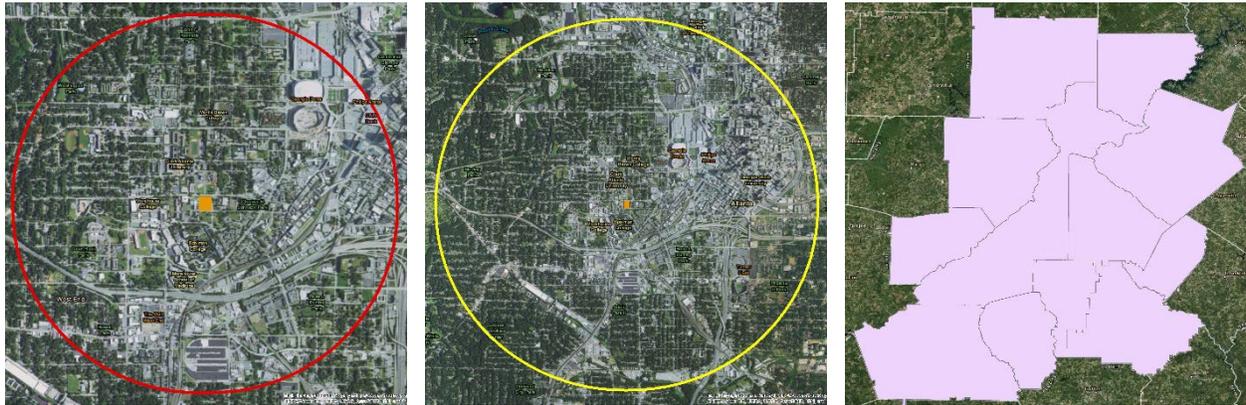
Table 1: U.S. Shopping Classification and Typical Characteristics

Shopping Center Type		Range of Gross Square Footage	Acres	Number of Anchors	Number of Tenants	Trade Area Size
Large Center	Neighborhood	125,000 – 400,000	10 – 40	2+	15 – 40 stores	3 – 6 miles
	Neighborhood Center	30,000 – 125,000	3 – 5	1+	5 – 20 stores	3 miles
	Strip/Convenience	< 30,000	< 3	Anchor-less	n/a	< 1 mile

Source: *International Council of Shopping Centers.*

The market scan relies on the two-mile and Metro Atlanta trade areas to expand the amount of commercial real estate data available for the scan. The two-mile trade area expands the search for commercial real estate data into similar neighborhoods such as English Avenue, Ashview Heights, West End, Bankhead, Westview, and Adair Park. Commercial data for midtown and downtown areas within the two-mile trade area were excluded to ensure accurate comparables. No Class A office space is considered in the scan; the only office spaces in the scan include Class B, Class C, and Loft/Creative space. The Metro Atlanta trade area allows data collection of all kitchen and business incubators found in the region. All supply-side data and analysis for office, retail, restaurant, and event space will derive from the two-mile trade area. All supply-side data and analysis for business and kitchen incubators will derive from the Metro Atlanta trade area.

Figure 1: One-Mile, Two-Mile, and Metro Atlanta Trade Areas



Source: APD-Urban Planning and Management.

Linking Uses to Commercial Space

The Market Scan focuses on commercial space types instead of the programmatic use of the space. This approach allows unique uses such as kitchen and business incubators to fit within common commercial space types found in the base trade area. Links between the two are shown in Table 2.

Table 2: Programmatic Use to Commercial Space Linkage

Programmatic Use	Commercial Space
Office	Office Space
Retail	Retail/Restaurant Space
Restaurant	Retail/Restaurant Space
Business Incubator	Office Space
Kitchen Incubator	Retail/Restaurant Space
Event Space	Event Space

Source: APD Urban Planning and Management

Demand and Supply Analysis

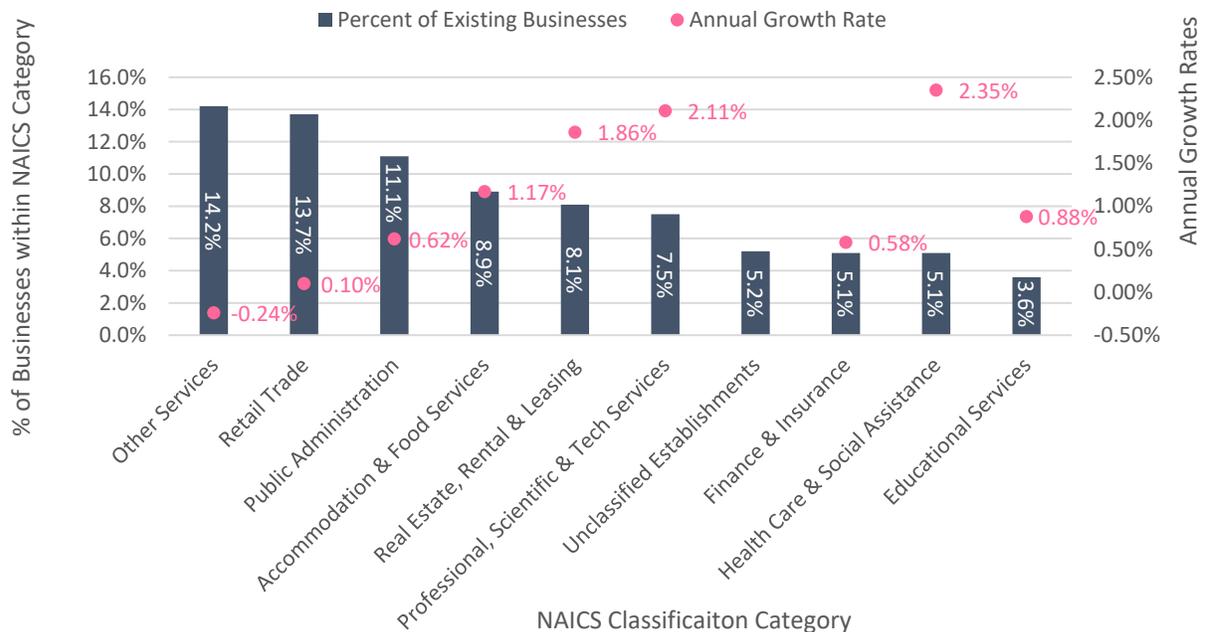
Demand

The demand analysis examines existing industry sectors, demographic and consumer patterns, and specific incubator factors within the one-mile trade area. The purpose is to understand where the demand for various commercial uses originates. Study of existing industry sectors reveals which sectors currently generate demand and which ones will generate future demand for commercial space. Demographic and consumer patterns show how residents spending habits generate demand for commercial uses. Incubator specific factors examine how each factor correlates to demand.

Existing Industry Sectors

Dominant industry sectors in the trade area account for a sizeable portion of current demand but will not be the source of future demand for commercial space. Instead, future demand for commercial space will come from smaller industry sectors in the trade area. Roughly 40% of existing businesses in the trade area classify as Other Services; Retail Trade; or Public Administration (Figure 2). These industry sectors constitute the current demand for commercial space. Overlaying projected future growth rates over the next ten years in the City of Atlanta (Figure 2), the above industry sectors will experience little to no future growth. Thus, these sectors will not generate a substantial future demand for commercial space. Industry sectors such as Health Care & Social Assistance; Professional, Scientific, & Tech Services; Real Estate, Rental & Leasing; and Accommodation & Food Services will account for a sizeable portion of the future demand for commercial space.

Figure 2: Top 10 Industry Sectors and Projected Growth Rates within One-Mile Trade Area



Source: APD Urban Planning and Management; State of Georgia Labor Market Explorer; ESRI Business Analyst.

The Accommodation & Food Services industry sector constitutes a notable portion of future demand for retail/restaurant space. This sector accounts for roughly 9% of existing businesses in the trade area and is projected to grow at an annual rate of 1.17% over the next ten years (Figure 2). These businesses tend to follow either rooftops or offices and will look to establish themselves in office districts, high-traffic corridors, and neighborhood centers.

The Health Care & Social Assistance; Professional, Scientific, & Tech Services, and Real Estate, Rental, & Leasing industry sectors constitute most of the future demand for office space. These sectors account for 20% of existing businesses in the trade area and is projected to grow at annual rates ranging from 1.86% to 2.35% over the next ten years (Figure 2). Organizations and enterprises priced out of downtown and midtown office markets may seek more affordable space in adjacent areas. Additionally, businesses may seek to open local branches to service the community such as clinics, accounting services, and real estate branches.

Demographic and Consumer Patterns

Select demographic data comparisons between the trade area and the City of Atlanta reveal differences in household incomes and educational attainment. These differences ultimately reveal a low resident purchasing power, or the amount demand is generated by consumer spending. Examination of the tapestry segmentation and consumer spending habits will show not only their spending habits but also how the “middle class” impacts the resident purchasing power.

Comparisons between the trade area and City of Atlanta shows larges differences in incomes and educational attainment. Both median household incomes and per capita incomes for trade area residents is less than half of the City’s average (Figure 3). Both the City and trade area share similar proportions of residents with a high school degree but differ in residents with secondary education. These data points conclude that residents in the trade area generally less educated and have smaller incomes. They cannot purchase the same amount of goods as the average City of Atlanta residents and therefore command a smaller purchasing power.

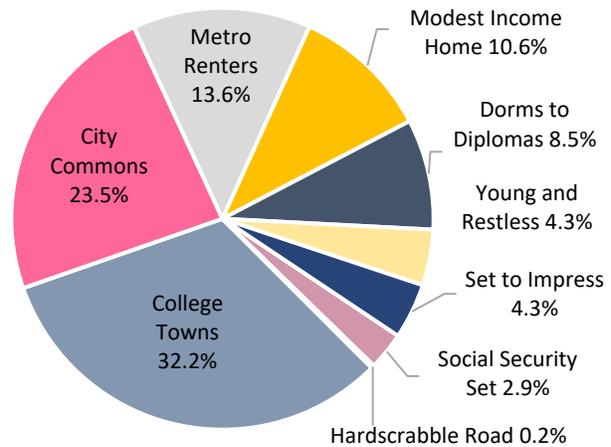
Figure 3: Demographic Comparisons Between One-Mile Trade Area and City of Atlanta

Category	Trade Area (2017)	City of Atlanta (2016)
Population	20,086	472,522
Average Household Size	2.28	2.24
Median Household Income	\$ 22,804.00	\$ 49,398.00
Per Capita Income	\$ 16,054.00	\$ 38,686.00
Percent of Persons over 25 with a High School Diploma	84.9%	89.5%
Percent of Persons over 25 with a Bachelors Degree	30.0%	48.3%

Source: U.S. Census; ESRI Business Analyst.

The tapestry segmentation refines the profile of the average resident in the trade area. College Towns and City Commons segmentations account for over half of the target area population (Figure 4). The College Town category describes a typical college/university student; their limited incomes force thrifty spending habits (in terms of eating and shopping) but they are not afraid to spend money. The City Commons category describes more of an urban single parent; their low incomes (usually supplemented) forces a preference towards fast food and consumer products while making ends meet. The third largest segmentation are Metro Renters which account for 13.6% of the target area population (Figure 4). These residents are highly educated and mobile, preferring to live with a roommate, and enjoy the urban lifestyle and work-life balance. The tapestry reveals that a sizeable proportion of “middle class” residents reside in the trade area and impacts the resident purchasing power in a positive way.

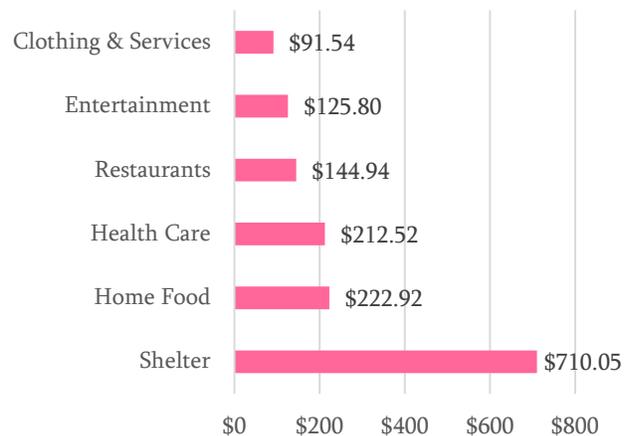
Figure 4: Tapestry Segmentation for One Mile Trade



Source: ESRI Business Analyst.

The top three spending categories for the average trade area consumer, aside from housing and healthcare, include food, entertainment, and clothing. The average consumer will spend a quarter of their income on food, or roughly \$360 a month (Figure 5). Entertainment accounts for 7% of the average consumer’s income while Clothing and Services accounts for 5% (Figure 5). These spending habits help generate the demand for restaurants, grocery stores, and other food establishments within trade area. The amounts in Figure 4 could easily be doubled for consumers in the Metro Renters and Modest Income Home segmentations in Figure 5.

Figure 5: Monthly Spending Habits of Average Consumer in One Mile Trade Area



Source: ESRI Business Analyst.

Incubator Specific Factors

According to the Incubator Specific Factors, the target area has an established entrepreneur pipeline but does not have a foundation of existing entrepreneurs. The Incubator Specific Factors look at four demographic data points to begin formulating a potential demand for incubators. These demographic data points include proximity to research university, educational attainment, population over the age of 25, and concentration of entrepreneurs. Essentially, the data will attempt to reveal people who are entrepreneurs, those with the capacity to become entrepreneurs, or future entrepreneurs. Additional data points such as ethnic diversity of the area or household composition are not examined in this data set.

A large pipeline of potential entrepreneurs exists in the trade area due to high number of college/university students. The trade area is home to roughly 6,888 college/university students, representing 36% of the total population (Appendix A). This population will increase in the future due to the expansion of student housing for Morehouse College of Medicine.

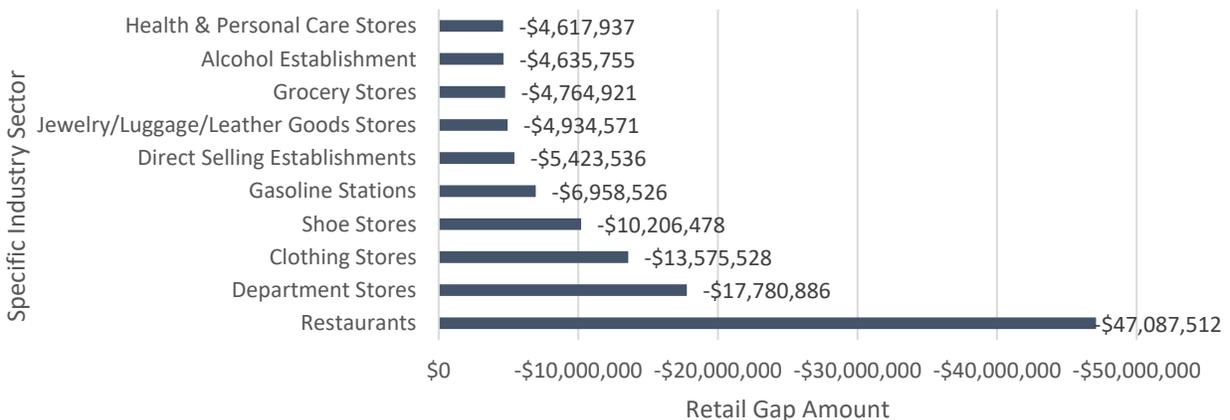
The trade area has moderate concentrations of residents within 25 to 64 years of age that have a secondary education. These data points signal additional signs of a pipeline of potential entrepreneurs. Roughly 41% of the total population in the trade area is between 25 to 64 years of age (Appendix A). The age group is a good measure of both nascent entrepreneurs (those who are interested but have not formally started a business) and current entrepreneurs¹. Additionally, 30% of those above the age of 25 have a bachelor’s degree or higher. This is lower than the City of Atlanta average of 48.3% but could potential grow if students decide to settle near the university.

The area lacks a strong, existing entrepreneurial base. Only 6% of current workers are self-employed (Appendix A). The remaining 94% of workers are either private or public employees. Unfortunately, the U.S. Census does not capture the number of people in the secondary labor market. Jobs in the secondary labor market require usage of entrepreneurial skills (such as catering, landscaping, and handyman jobs) could potential increase the percentage of entrepreneurs.

Demand Analysis Conclusions

The trade area currently experiences consumer spending leakage for a variety of industrial sectors (Figure 6). The retail gap analysis combines all the mentioned demographic data to generate purchasing potential, or demand for commercial space. The demand is superimposed with retail sales to show a gap, or leakage. The largest leakage emanates from the restaurant industry sector and accounts for 37% of the total consumer spending leakage. Essentially, the high demand for restaurants is not being met and has forced consumers to go outside the trade area to meet their needs. Additional leakages related to restaurants include the alcohol establishment sector and the grocery sector.

Figure 6: Top 10 Retail Gaps by Specific Industry Sector within Trade Area



Source: ESRI Business Analyst.

¹ Strangler, Marion. “The Age of Entrepreneur: Demographics and Entrepreneurship”. March 2013

Existing demand for office space is small but there is a large projected demand for office space in the future. Future demand will increase due to the projected growth of specific industry sectors. A spillage effect from the downtown and midtown office districts also adds to the future demand of office space. Additionally, growth of specific industry sectors will see businesses locate closer to their customers or community, increasing the future demand for office space.

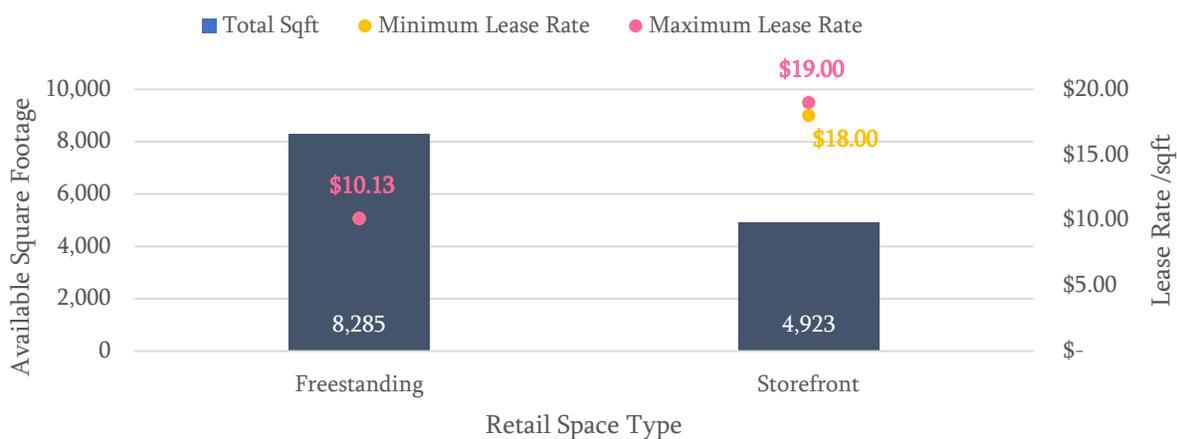
Supply

The supply analysis examines recent, current, and projected supply of Retail/Restaurant, Office, and Event space within the two-mile trade area. This approach considers any current or future developments which could impact the supply of commercial space within proximity of Roosevelt Hall. Primary data of Business and Kitchen incubators, collected at the Metro Atlanta trade area, will help inform and provide some real estate data to gain a comprehension of their cost and impact. The resulting supply analysis will produce current available space for lease and lease rates.

Retail/Restaurant

The supply of retail/restaurant space is miniscule; barely any is available for lease and what is on the market leases for an average of \$18.50 per square foot. A total of 13,208 square feet of retail/restaurant space is available for lease (Figure 7). Roughly 34% of that is available in a store front set-up. LoopNet data shows the average lease is 1,000 square feet and the average lease rate is \$18.50 per square feet (Figure 7). All 8,285 square feet of freestanding space is available under one lease. There has been no new construction of retail space in the trade area as of Q1 of 2017. Future retail/restaurant space could potential become available through proposed developments in the Westside; no exact numbers are available.

Figure 7: Available Retail/Restaurant Space by Maximum and Minimum Lease Rates within Trade Area



Source: APD Urban Planning and Management; LoopNet.

Kitchen Incubators in Metro Atlanta amount to roughly 26,275 square feet. Only one kitchen incubator exists within the one-mile trade area; the remaining 9 exist outside of the one-mile trade area but are within the Metro Atlanta trade area. The business-oriented clientele which utilize kitchen incubators show a willingness to travel throughout the metro area to attain these resources. Any kitchen incubator set up in Roosevelt Hall would likely compete with other service providers on a metropolitan scale.

With the introduction of PREP Kitchen Facilities in 2018, total square footage dedicated to Kitchen Incubators will more than double to roughly 59,275 due to the construction of PREP2, a 33,000 square foot addition to the 17,000 square foot PREP facilities². Plans have been announced to eventually expand to 85,000 square feet.

Average lease rates for Kitchen Incubators range from \$10.00 to \$12.00 per square foot. To maintain these low lease rates, Kitchen Incubators lease older retail, office, or industrial spaces at a distance from higher rent business districts. The majority of available space for Kitchen Incubators are found along I-85 in Northwest Metro Atlanta, where cheap leases exist in conjunction with access to major highways (I-85 and I-285).

Kitchen incubator tenants are largely made up of caterers, food truck owners, and independent chefs trying to establish or promote their own brand. National trends indicate that both the catering and food truck business continue to expand healthily. The national food truck industry grew by 7.3% in 2017 and is now valued as an almost one-billion-dollar industry.³ The catering industry, though growing slower, has shown positive results in the past 5 years. Catering to business clients is on the upswing – showing an annual 10% growth since 2015.⁴ A state of the industry survey showed that 77% of catering companies reported positive to significantly higher growth in 2017.

There are two kitchen incubators in proximity to downtown Atlanta but only one lies within the two-mile trade area. Marddy's is a kitchen incubator and local marketplace located within the two-mile trade area in Ashview Heights. The organization focuses on product development and offers access to a commercial kitchen, professional training, and both an online and physical marketplace.⁵ Marddy's has received support from both the Westside Innovation Lab and Village Microfund. The Westside Community Market lies in the Hills Park Neighborhood outside of the two-mile trade area. The Market is a vertical integration of the local food system by providing storage, logistics, preparation, packaging, and shared kitchen services along with restaurant and retail space. The distance and location of the market will not provide any competition with uses in Roosevelt Hall. Potential product development programs at Roosevelt Hall may face some competition from Marddy's but more importantly presents opportunities for collaboration and partnership.

The proposed development on 960 Martin Luther King Jr Boulevard is not considered a kitchen incubator and therefore will not provide any competition for Roosevelt Hall. The proposed development is marketed as a multi-purpose community hub, or a third place, by offering commercial, restaurant, and community space. The shared kitchen concept within the proposed development does not fit the kitchen incubator category due to a lack of programs to create and incubate potential restaurants. Instead, the space is being used as a shared kitchen between two potential tenants.

² Figueras, Ligaya. "PREP Atlanta announces \$7 million expansion". June 10, 2017.

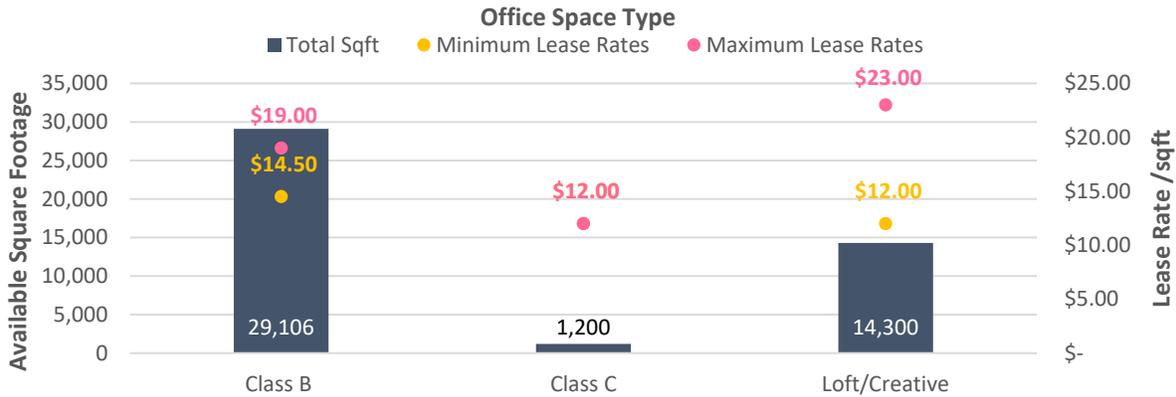
³ IBIS. "Food Trucks – US Market Research Report". December 2017.

⁴ Stoeher, Kathleen. "State of the Industry 2017". January 18, 2017.

⁵ www.marddys.com, February 26, 2017

Office

Figure 8: Available Office Space by Maximum and Minimum Lease Rates within Trade Area



Source: APD Urban Planning and Management; LoopNet.

A sizeable supply of office space exists in the trade area with average lease rates of \$21.00 per square foot. A total of 44,606 square feet of office space is available for lease, with 65% of that space available as Class B space (Figure 8). Newer Class B office space goes for \$19.00 per square foot while older Class B office space goes for \$14.50 per square foot (Figure 8). Space available for Loft and Creative space total to 14,300 square feet, with 11,710 square feet available from new construction. Newer Loft space goes for \$23.00 per square feet while older Loft space goes \$12.00 per square feet.

Future retail/restaurant space could potential become available through proposed developments in the Westside; no exact numbers are available. Limited data was available for Business Incubators and Shared Office Space even after expansion to the Metro Atlanta trade area. Total square footage of Business Incubators and Shared Office Space is unknown, though local and national trends indicate it has been rapidly increasing over the past five years. The lease rates for these uses vary from \$15.00 to \$30.00 per square foot. Lease rate are attached closely to the local office lease rates in which they settle. Overall, there are a total of 9 organizations with the majority of them occupying a building in proximity to a major university/research center and in proximity to downtown Atlanta.

Event Space

Event space within the two-mile trade area is steadily increasing over the past decade. Overall, there are 49,300 square feet of private event space (Table 3). Event space within the core Downtown Atlanta CBD was excluded from these results, as this event space was in a market incongruent with Roosevelt Hall. Due to inconsistencies and requirements for package deals, pricing was difficult to translate between the different event venues. Considering these differences, prices start around \$2,500 for the larger venues (~10,000 square feet); midsize venues (~4,000 square feet) begin around \$1,800; and smaller venues (~2,000 square feet) start around \$750. The pricing is highly variable and dependent on the hours needed, day, time, and other factors.

Table 3: Supply of Event Space within Trade Area

Event Space	Distance (Miles)	Size	Founded
Ambient Studio	0.6	10,000	2007
595 North Event Center	1.5	9,000	2008
Ventanas	1.2	10,000	2009
Blue Mark Studios	1.9	3,300	2009
LOFT at Castleberry Hill	0.4	4,400	2010
COZE Event Space	0.8	2,000	2013
Terminus 330	1.2	5,400	2015
Studio No. 7	1.2	4000	2016
The Blank Canvas Atl	0.7	1,200	2016

Source: APD Urban Planning and Management; LoopNet.

Supply Analysis Conclusion

Little to no space is available for retail/restaurant space while a sizeable amount of space is available for office space. Average lease rates for retail/restaurant space averages \$18.50 per square foot. The average lease rate for office space is \$21.00 per square foot. Office space within the trade area has realized recent growth from new construction. Additionally, both retail/restaurant and office space could potentially realize future growth due to several proposed developments in the surrounding area.

There is large inventory of event space within the trade area, but spaces vary by size and location. Historical data on event space points towards future growth. Additionally, the entrance of community focused organizations could potential increase the supply of event space in the trade area. Venue rates range from \$750 to \$2,100 due to a variety of factor such as hours needed, days needed, and other factors.

Social Impact Model

A social impact model can provide a quantifiable understanding of how an investment impacts a community beyond a simple financial return. Due to the unique AHA and Choice Neighborhood mission of neighborhood revitalization and the potential catalytic effect of the rehabilitation of Roosevelt Hall, a social impact model has been recommended to complement the traditional financial model in evaluating the potential costs and outcomes of this project. Both of these models, when presented together, will provide a wide-ranging understanding of the potential impact and efficacy of the Roosevelt Hall rehabilitation investment.

The standard model to demonstrate social impact is the Social Return on Investment (SROI), developed by the Social Return on Investment (SROI) Network.⁶ The model places a monetary value on social benefits and compares public and private benefits to costs. Similar to how an expected financial return would demonstrate to investors the likelihood and degree of an investment's profitability through a "return on investment" (or ROI) percentage, a project's social impact expresses the social, economic and environmental outcomes through a shared, financialized "Social Return on Investment Impact Ratio". This ratio measures the present value of an impact over the value of inputs, or when displayed as a formula: (Present value of Impact / Value of Inputs). Apply a quantifiable value to outcomes to create impacts is the major consideration and challenge when developing an SROI model.⁷

Defining the SROI Scope

The first step is to define the scope of the analysis. This involves determining who the stakeholders are, defining the issues and objectives for the project, and determining the potential inputs, activities, and outputs integral to the project. A stakeholder is defined by anyone who is affected by the investment and issues are defined as the central problems affecting the stakeholders that the investment is trying to solve. The objective describes the overall organizational mission and how the stakeholders and issues relate to the organization.

Inputs are classified resources necessary to make the project and investment feasible. An example of an input would be time or money. Activities express how those inputs are used, an example being trained in computer classes or having local meals delivered to the elderly. Outputs are the final results, which in the case of the computer training example, would be the ability to better operate a computer independently. Finally, outcomes should be assessed for their relevancy in relation to the overall objectives. Outcomes that are not relevant are abandoned within the process.

Quantifying the Outputs

The most crucial step in the SROI model is transforming outputs into quantifiable impacts. This occurs through the use of indicators, which translate the opportunity costs of inaction through a monetary counterfactual. An example of this would be the number of additional doctors' visits or medicine required due to the health consequences of a poor diet. In this example, the cost of a poor diet is expressed through the indicator, which are the medical actions required to solve for the health consequences of that poor diet. The impact understood as the costs of failing to enact a program that could promote a healthier diet.

⁶ SROI Network. "A Guide to Social Return on Investment". January 12, 2012

⁷ So, Ivy and Staskevicius, Alina. "Measuring the 'Impact' in Impact Investing". Harvard Business School. 2015

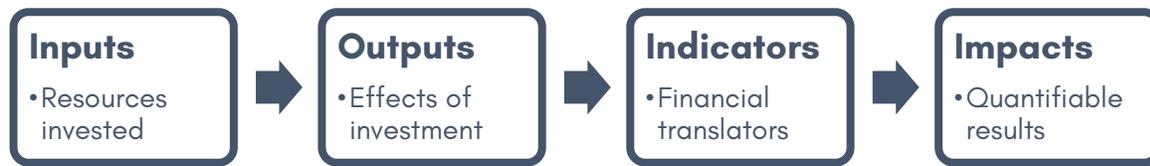


Figure 9 SROI Impact Model

These indicators will then be quantified, which determines the impact assessment. Assessments take into account how these outcomes might change over time, the potential negative consequences of the outcome, and the “deadweight” which considers the probability that the output would have occurred independent of the investment. Values are assigned after the assessments have been made. Monetary values are assigned to those outcomes considered significant. If outcomes are to occur over a specified period, then a net present value (NPV) methodology, using a discounted variable, will be applied. At this point, the SROI ratio (NPV of Impacts/Inputs) for these outcomes can be calculated. An SROI ratio above 1 represents an investment that has made an impact beyond the initial resources invested. An SROI ratio below 1 represents an investment that resulted in an impact that totals less than the initial investment and signals that an alternative scenario or investment may be advisable. These SROI ratios can be compared across multiple scenarios for the same investment, or across multiple different investments, to determine the best use of resources.

Potential Drawbacks of Model

While the SROI model is appropriate for this project, there are potential drawbacks which may limit the effectiveness of this metric.⁸ The model is as only as strong as the data, especially the indicators, that feeds it. Outputs without quantifiable benefits are very difficult to include in the model. It is also difficult to account for all the potential catalytic effects of the investment, which are hard to model quantitatively. Overall, decision makers should consider the whole model and take into account the process used to derive the final SROI ratio. While an SROI ratio is a useful tool, a healthy dose of caution is necessary when evaluating the model, especially those values used to communicate the financial impact of the social outcomes.

Roosevelt Hall SROI Model Application

Below, potential inputs, outputs, and indicators for the Roosevelt Hall Rehabilitation are shown.

Input

1. Determine the amount of subsidy or public investment required
 - a. Determine the “break even” point for profitable redevelopment of the site, given projected rehabilitation costs
 - b. The difference between the ongoing market cost that a similar business would have to pay in the area and the price charged for a “profitable” development
 - c. This will determine the total subsidy, or social investment

Outcomes

1. The total number of jobs potentially created through this service
2. The effects of employment growth
 - a. Business

- b. Culinary (professional)
- 3. The effects of skills training
 - a. Business
 - b. Culinary (professional)
 - c. Culinary (amateur)
- 4. The effects of healthier diets through retail
- 5. Social benefits from additional community events
- 6. Removal of blight/vacant building

Indicators

- 1. Job Growth
 - a. Reduced governmental assistance
- 2. Knowledge gained through learning from peers
 - a. Cost of culinary class by the hour
- 3. Discounted retail space for local merchants in a gentrifying scenario
 - a. Take into account potential rent escalation over a ten-year scenario

8 Mulgan, Geoff. "Measuring Social Value". Stanford Social Innovation Review. 2010.

Implications of Findings and Recommendations

- Demand
 - High demand for retail and restaurant goods and services are not being met in the neighborhood. Residents leave the neighborhood to purchase these good and services;
 - Overall neighborhood purchasing power is low but is supplemented by the number of middle-income residents who have high incomes and spending habits;
 - An existing pipeline of future entrepreneurs exists in the neighborhood but lacks a foundation of existing entrepreneurs. Opportunities include programs to bridge the gap from potential to realized entrepreneurs.
 - There is a future demand for retail/restaurant and office space due to the growth of select industry sectors which rely on these uses.
- Supply
 - There is a very low supply of retail and restaurant space within the two-mile trade area. Average lease rates hover around \$18.50 per square foot;
 - There is a growing supply of office space within the two-mile trade area. Average lease rates are \$21.00 per square foot;
 - A host of event space is available within the two-mile trade area. Venue rates range from \$750 to \$2,100 due to a variety of factors.
- Social Impact Model
 - The model will be able to not only provide the social impact but as well contextualize the social impacts resulting from the redevelopment project of Roosevelt Hall.
 - In addition to the financial impact of the model, the social impact model will be able to provide a summary of other benefits such as social capital, skills development, and local business growth.

CONSTRUCTION COST ASSUMPTIONS	Unit Costs	Unit Type
Rehabilitation	\$125	per square foot
Demolition	\$4.38	per square foot
Rooftop Construction	\$40	per square foot
Parking	\$5,000	per space
Soft Costs	20%	of total hard costs
Contingencies	2.0%	of total development costs
Development Fee	7%	of total development costs and contingency costs

PROJECT INPUTS	Unit Totals	Unit Type
Existing Building	19,975	square feet
Proposed Office/Business Incubator	3,700	square feet
Proposed Retail/Café/Pop-Up	5,200	square feet
Proposed Kitchen Incubator	3,000	square feet
Proposed Event Space	3,500	square feet
Proposed Common Space/Basement	4,575	square feet
New: Rooftop Conversion	3,000	square feet
New Parking	60	spaces

COST OUTPUTS	Cost	% of Total Development Costs
Property Purchase	\$0	0%
Demolition	\$87,453	2%
Hard Costs:		
<i>Construction Costs: Rehabilitation</i>	\$2,496,875	65%
<i>Construction Costs: New Parking</i>	\$300,000	8%
<i>Construction Costs: Rooftop Conversion</i>	\$120,000	3%
Soft Costs	\$499,375	13%
Contingencies	\$71,000	2%
Developer Fee	\$246,000	6%
TOTAL COST ESIMATE	\$3,820,703	
TOTAL COST + FINANCING COST	\$4,043,699	
Cost Per Square Feet	\$202.44	



Roosevelt Hall

Community Design

Open House Report



February 16, 2018

Prepared for Atlanta Housing Authority



Table of Contents

Table of Contents	2
1. Meeting Summary	3
Meeting Purpose	3
Meeting Structure and Attendees	4
2. Results	6
History	6
Building Features	9
Target Audience & Market Demand	10
Tenant Mix.....	13
3. Conclusion	16



1. Meeting Summary

Meeting Purpose

The Atlanta Housing Authority (AHA) and Choice Neighborhoods (CN) is seeking to renovate and redevelop Roosevelt Hall, the former administration building of the demolished University Homes housing project in the Atlanta University Center neighborhood, through the selection of a development partner by a Request for Proposal. APD Urban Planning and Management (APD-U) was contracted by AHA to assist in guiding the vision and arranging that process. In order to realize the vision, an open house community design meeting was held to solicit feedback from community members and stakeholders. The meeting also served as an informational meeting to offer a timeline and AHA's initial ideas for how they want to pursue this project.

The purpose of the meeting was to establish the goals, direction, and priorities in the selection of future development partners through community feedback. The community design open house featured exercises to elicit feedback on Roosevelt Hall's:

- Historical significance and preservation priorities,
- Preferred future tenants,
- Desired audience for the building to serve, and
- Physical features to protect or emphasize during the renovation process.

This open house report, when combined with the Market Scan, will provide the information and analysis necessary to redevelop Roosevelt Hall into an innovative, financially sustainable, and community-oriented commercial anchor for the neighborhood and AHA's upcoming Scholar's Landing mixed-income development.

Meeting Structure and Attendees

The community design open house was held on Saturday, February 10th between 10 AM and 12 PM at the Choice Neighborhood community offices on 227 Roach Street in the Atlanta University Center neighborhood. The open house was composed of multiple exercises found at six (6) stations located throughout the meeting space:

1. Informational Presentation
2. History of Roosevelt Hall and Preservation Priorities
3. Building Features
4. Target Audience Survey
5. Tenant Mix
6. Ask an AHA Representative

Attendees were allowed to move from station to station in whatever order they found agreeable. Multiple types of exercises were made available, each with an APD-U represent to provide instruction. Each exercise also required the respondent to note which attendee category they fell under, which are shown below:

- Former University Homes Resident
- Ashview Heights, AUC, or Vine City Resident
- AUCC student, staff, or faculty
- Other

In total, fifty-one (51) people attended the event. Attendees were largely made up of former residents of University Homes, AUCC affiliates, residents of the CN affiliated neighborhoods (Ashview Heights, AUC, and Vine City), and other interested parties. The following chart represents the make-up of attendees:

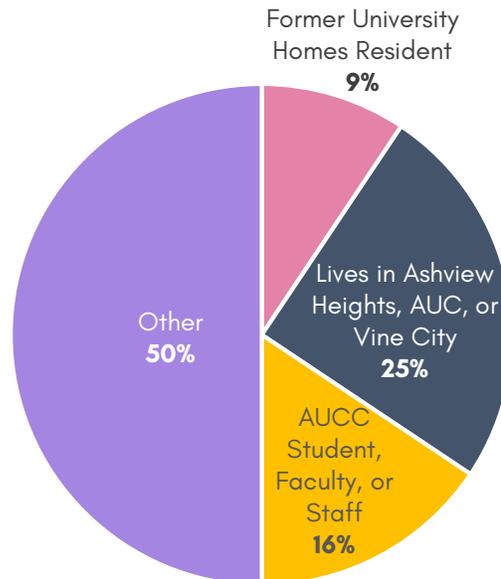


FIGURE 1 ATTENDEE MAKEUP

Station 4 also provided an attendee survey that allowed respondents to select multiple responses. Of the twenty-eight (28) that replied, the following chart represents the make-up of attendees:

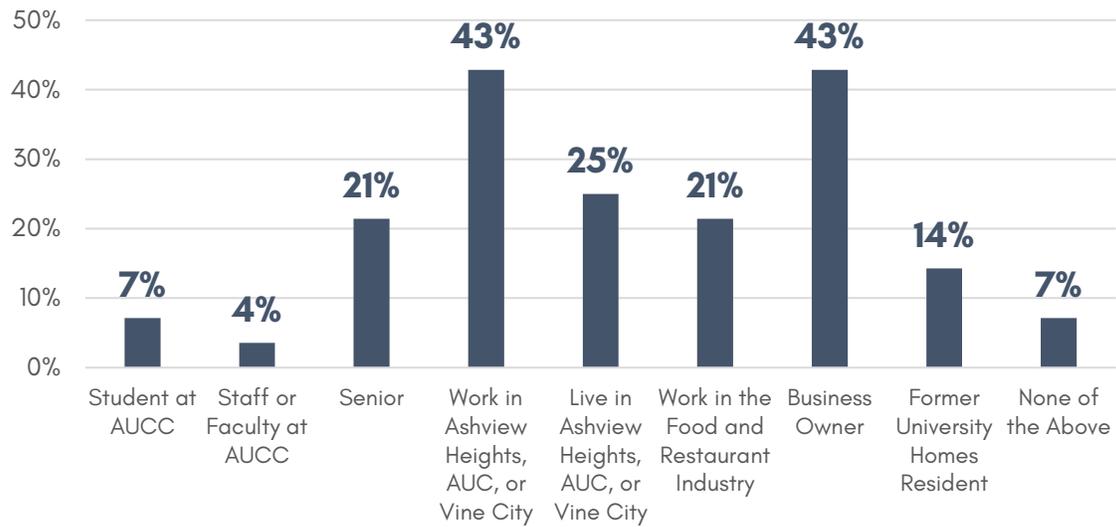


FIGURE 2 ATTENDEE MAKEUP

This survey allowed for further detail on the large “Other” group. This group was made up of about 62% of people that work in the Choice Neighborhood boundary. This group also contained 56% business owners. Additionally, about 30% of the “Other” category work in a food or food-related business.

It is important to note that there is a discrepancy in the attendee make up between exercises, largely because some attendees did not complete every exercise.

2. Results

Of the six stations, four contained exercises which solicited feedback pertaining to topic areas important to the redevelopment of Roosevelt Hall:

- History
- Building Features
- Target Audience
- Tenant Mix

In the following pages, the results of these exercises will be described, analyzed, and converted into a community choice narrative which can be used in the developer partner selection process by AHA and CN.

History

The goal of this exercise was to document Roosevelt Hall’s history and see how this could be converted into preservation efforts. The first exercise collected personal narratives that former residents or neighbors have with the history of Roosevelt Hall. The second exercise asked respondents to identify which historical elements they most wanted to see preserved in the building’s redevelopment. In addition to asking for feedback, a short, visual summary of the building’s history was also given to provide attendees with a background of the building. Results from the exercise are shown on the next page.



Exercise: Document Your Personal History

This exercise collected attendees' individual histories and anecdotes about Roosevelt Hall, which are shown below:

- Consumer Education classes were taught to residents of University Homes in the upstairs meeting space as a partnership with Atlanta Technical College.
- A 6-week Atlanta Choice Workgroup occurred in the upstairs space. This workgroup envisioned agriculture as part of future redevelopment.
- The building has a long history with afterschool programs and arts and performance space.
- Ms. Verna Mobley was mentioned as a former University Homes President, and as someone who deserved recognition in the redeveloped building. The Mobley Museum was formerly located in the building.
- The field in the back of Roosevelt Hall once served as a playfield for local children.
- The building was associated with Camp John Hope, and many University Children attended the camp (located in Macon County, Georgia).

Exercise: Preserve Historic Features

This exercise asked respondents to place two color-coded stickers on the historic features, represented by photographic documentation, they felt were most worthy of preserving. Below are the results, separated by type of respondent.

TABLE 1 PRESERVE HISTORIC FEATURES EXERCISE

Feature Type	Former Resident	AUCC Affiliated	AH/VC/AUC	Other	Total
Front Façade/ Entrance	4	2	5	6	17
Surrounding Trees	2	2	0	6	10
Staircase	0	0	0	0	0
Upstairs Stage	2	0	1	2	5
Windows & Doors	1	0	4	0	5

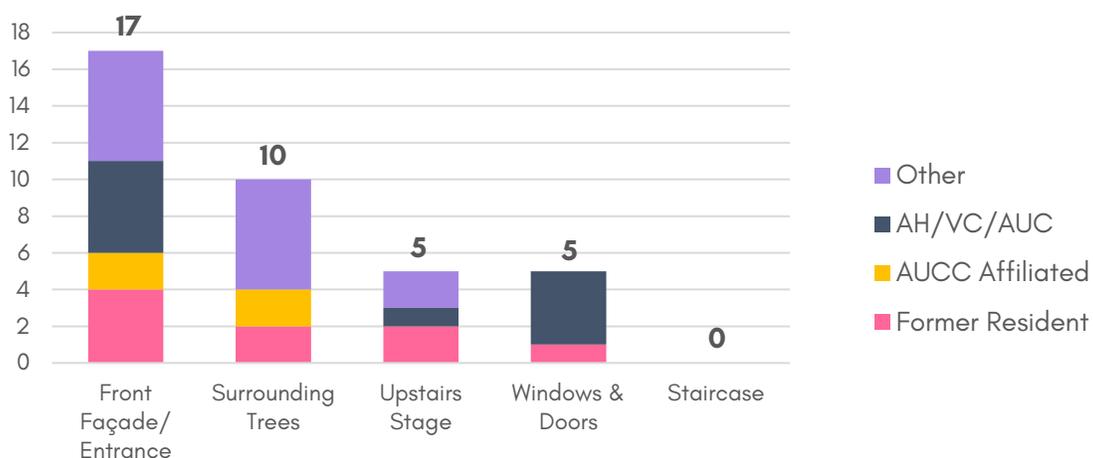


FIGURE 3 PRESERVE HISTORIC FEATURES EXERCISE

The exterior features enjoyed a more positive response compared to interior features, which makes sense, as more respondents would have become more familiar with these over the years. Few residents had experience with the interior Roosevelt Hall when it was a fully functioned administrative and community center. Former residents of University Homes would have had that experience, and they favored the upstairs stage with equal importance to the surrounding trees. Even considering issues with feature familiarity, the building's front façade and entrance enjoyed the most support for preservation from all groups.



FIGURE 4 FRONT FACADE



Building Features

Station Three, Building Features Exercise, required participants to select the most important building feature they would like to see in Roosevelt Hall. These building features include: Expanded Rooftop, Technology, Sustainability, Historic Adaptive Reuse, and Safety. The twenty-nine (29) participants who completed Activity Two selected “Sustainability” as the most important building feature in Roosevelt Hall. “Historic Adaptive Reuse” and “Technology” also ranked highly among the participants. Former Residents selected all building features except Historic Adaptive Reuse as most important. Local Residents selected Expanded Rooftops, Technology, and Sustainability as the most important building features in Roosevelt Hall.

The expanded rooftop enjoyed the most support from local residents, students, and former residents of the area, while not enjoying as much support as from the “Other” group. This may signal those groups’ desire to see Roosevelt Hall become a central gathering spot for the neighborhood, where features are targeted towards creating social space. The “Other” group, who is largely composed of local workers and business owners, leaned towards emphasizing the adaptive reuse and sustainability, features that could be considered more inherent in the quality of renovation.

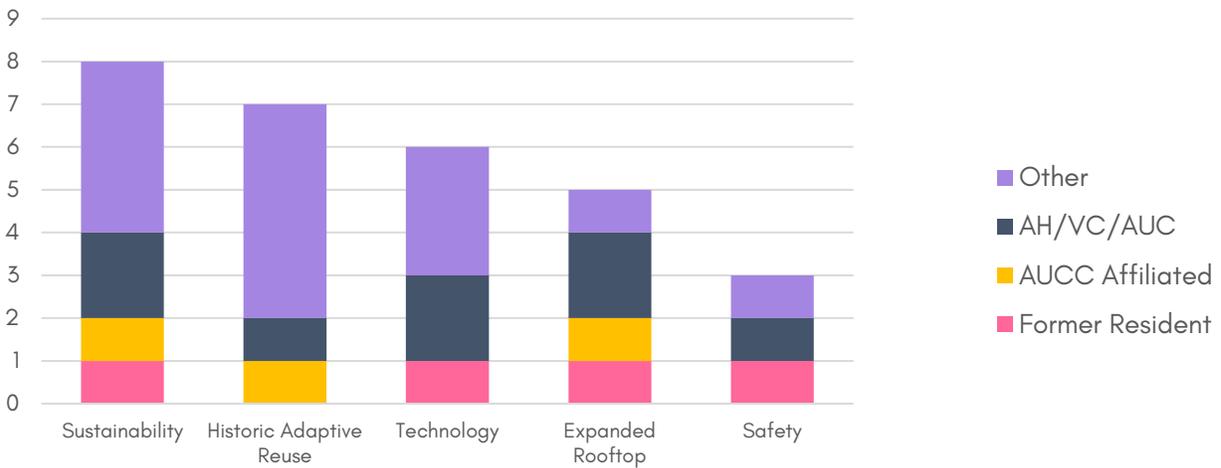


FIGURE 5 BUILDING FEATURES RESULTS

Building Features Exercise

Mark the box with the building feature that is most important to you

Expanded Rooftop
The existing rooftop to be converted to a 3rd story

Technology
Public computers, free WiFi, and other tech features

Sustainability
Green energy and water features – solar panels, rain water retention, etc.



Historic Adaptive Reuse
Historic architectural features to be preserved and new features integrated into the design

Safety
Security cameras, on-site guards, and other safety systems to be emphasized

Are you at:

Former Resident

AUC Student/Worker/Faculty

Local Resident

Other



Target Audience & Market Demand

This exercise was conducted through the use of tablets and a traditional survey application. Respondents were asked to provide answers related to audience and to gauge interest in certain types of tenants. Each question is displayed below along with the corresponding answer.

Target Audience Priorities

The first question and the results are found below:

Q1: The businesses that make up Roosevelt Hall will serve a variety of groups. Please rank how important you think it is for each of these groups to be served below, with 1 being the most important and 9 being the least important.

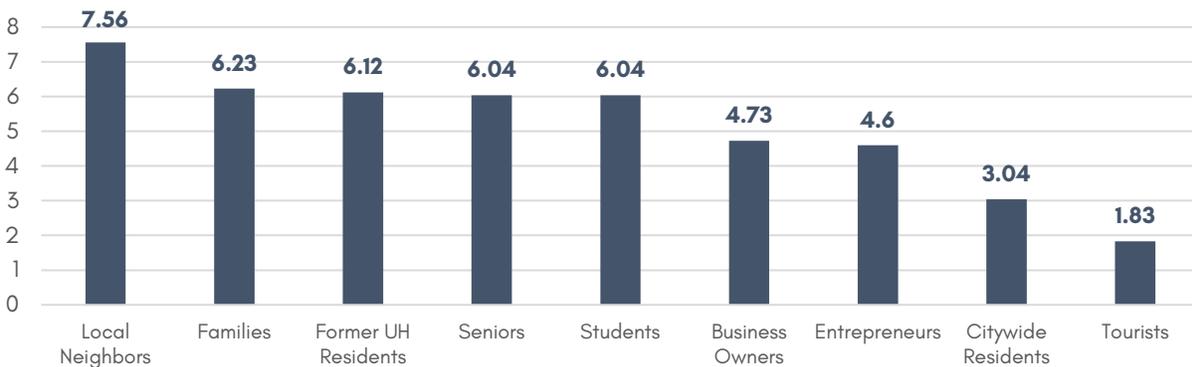


FIGURE 6 TARGET AUDIENCE PRIORITIES SCORE

Above, a higher score notes a higher priority from respondents. The score results from Figure 4 show that attendees favored a Roosevelt Hall that served “Local Neighbors” as the highest priority. 39% of respondents also selected “Local Neighbors” as their number one priority, signaling this as an important community goal for the project. “Local Neighbors” enjoyed the most support from all four attendee groups, ranking as either the 1st and 2nd target audience priority. “Tourists” were decidedly selected as the least preferred target audience.

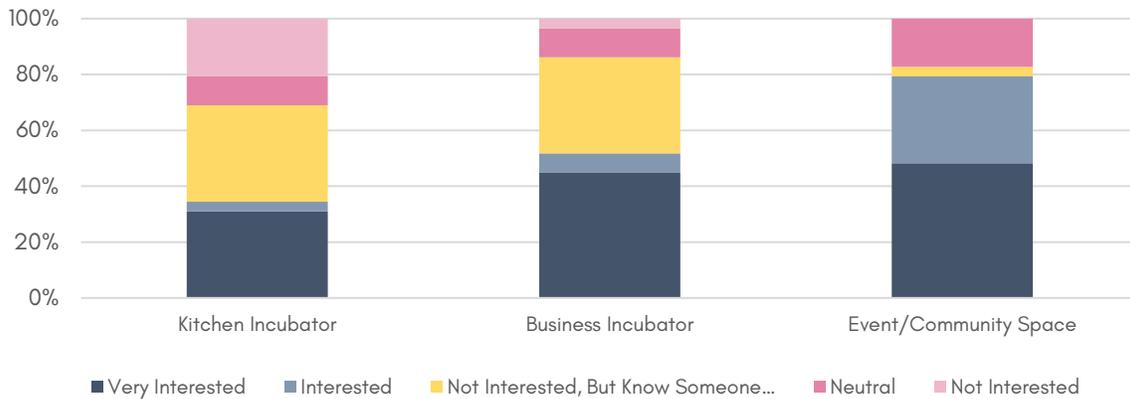
Measuring Demand for a Tenant Uses

Questions 2, 4, and 6 asked what level interest the respondent had for joining a kitchen incubator, business incubator, or renting event/community space, and if they knew of anyone interested in this type of space. They were asked in the same general format. An example is found below:

Q2: If you are interested in joining a Shared Kitchen/Kitchen Incubator, how much would you be willing to pay for a month's membership to the facility with 30 hours of kitchen time?

The results are found on the next page.

FIGURE 7 TENANT LEVEL OF INTEREST



Level of Interest	Kitchen Incubator	Business Incubator	Event/Community Space
Very interested	31%	45%	48%
Interested	3%	7%	31%
Not Interested, but know someone who would be	34%	34%	3%
Neutral, don't know anyone...	10%	10%	17%
Not interested, don't know anyone...	21%	3%	0%

These results demonstrate a fair to large amount of interest in each of these tenant types. While the kitchen incubator enjoyed the least amount of interest, 68% of respondents showed interest or at least know of someone who would be. Event and community space was the most popular, with nearly 79% of respondents expressing interest. This result aligns with the attendee categories present at the open house, which suggests that a broader use like an event and community space would enjoy more interest from the local residential community. The incubator model requires membership reach beyond the borders of the local area, but it is reassuring to see that there is also some local support for these types of use.

Questions 3, 5, and 7 asked about pricing for the kitchen incubator and business incubator and for intended use of the event and community space. Questions 3 and 5 were asked in the same format, while Question 7 was asked in a unique format. The Q3 and Q5 format and results are shown below.

Q3: If you are interested in joining a Shared Kitchen/Kitchen Incubator, how much would you be willing to pay for a month's membership to the facility with 30 hours of kitchen time?

TABLE 2 KITCHEN INCUBATOR WILLINGNESS TO PAY

	< 200\$	\$200 - 400	\$400 - \$600	> \$600
Kitchen Incubator Willingness to Pay	56%	31%	12%	0%

TABLE 3 BUSINESS INCUBATOR WILLINGNESS TO PAY

	< 50\$	\$50 - \$100	\$100 - \$200	> \$200
Business Incubator Willingness to Pay	35%	38%	19%	8%

The Willingness to Pay (Q3 & Q5) survey questions fill in the details for how interest in an incubator is converted into a dollar amount through membership. Kitchen incubators are expensive commercial enterprises and monthly memberships below \$200 are not financially viable. The results show that 43% of respondents are willing to pay in the price range which could support a self-sustaining kitchen incubator. Business incubators allow for a lower price point to be financially viable. Most business incubator or shared work-space monthly memberships in Atlanta fall between \$100 and \$250, though College Park's Club E has an option for as low as \$50 per month. In total, about 65% of interested respondents would be willing to pay an amount that would support a financially sustainable business incubator.

Q7: If you are interested in renting event space, what type of events would you imagine hosting?

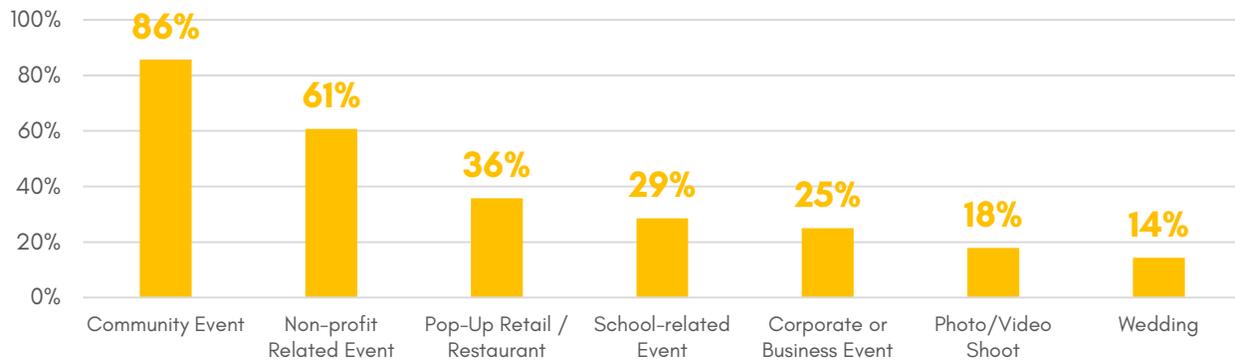


FIGURE 8 EVENT RENTAL PREFERENCE

Non-profit and community related events would not be expected to generate much revenue, nonetheless respondents expressed a strong demand for hosting these types of events. Large revenue generating events, like corporate/business, weddings, and photo/video shoots did not receive as much interest. One area worth noting is the 36% of respondents interested in renting out the space for pop-up retail and restaurants.



Tenant Mix

Exercise One: Rank Tenant Priorities

Activity One in Station Five required participants to select up to six (6) tenant options for Roosevelt Hall, prioritizing them from most important to least important. Stickers with the numbered rank were placed next to the selected tenant. Participants had a total of eight tenant options which include: Teaching Kitchen, Business Incubator, Kitchen Incubator, Local Services, Retail, Community/Event Space, Café, Restaurant, Green Roof/Garden, and Life Long Learning Centers. The thirty-two (32) activity participants prioritized Community/Event Space as the most important tenant for Roosevelt Hall. Additional tenants prioritized by all participants include Retail, Business Incubator, Green Roof/Garden, Café, and Local Services.

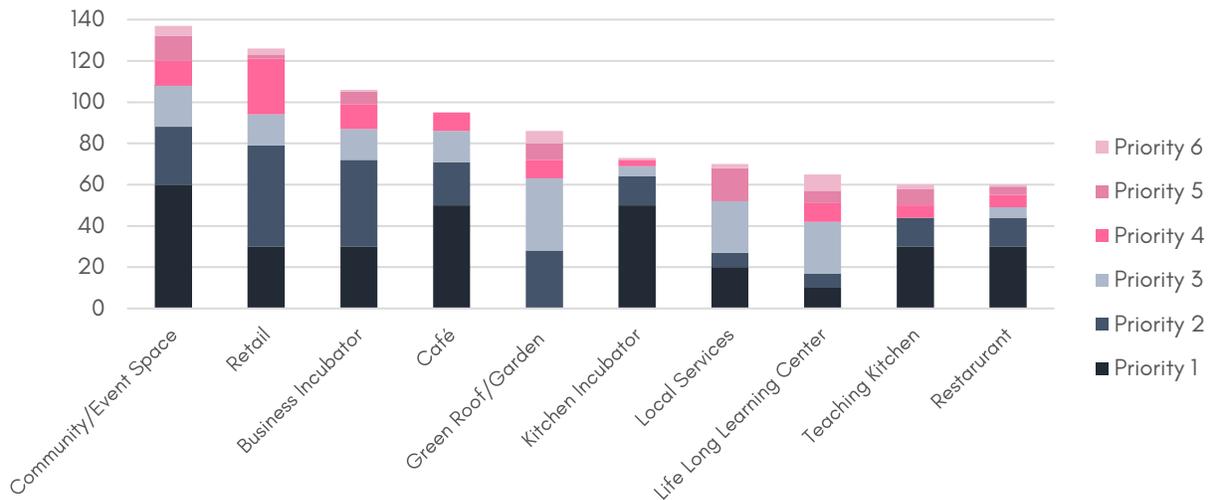


FIGURE 9 TENANT MIX PRIORITIES BY SCORE

In Figure 9 and Figure 10, tenant priorities have been ranked by a scoring system, where:

- 1st priority is 10 points,
- 2nd priority is 7 points,
- 3rd priority is 5 points
- 4th priority is 3 points
- 5th priority is 2 points, and
- 6th priority is 1 point

This scoring system placed heavier emphasis on the types of tenants attendees most want to see. Figure 9 shows how those priorities are distributed between each tenant type. “Community/Event Space” is clearly the most prioritized in general and also received the most votes as 1st priority. The “Kitchen Incubator” tenant type, which would be used by a narrower group, received the second most 1st priority votes, but did not receive many 2nd – 6th priority votes. This indicates that this concept is a very high priority for a select group of people, likely those who plan on using the service. “Local Services” and “Life Long Learning Center” received a lot of votes as a priority, but most of these were low priority. “Local Services” had the most 5th priority votes (8 in total) and “Life Long Learning Center” had the most 6th priority votes (8 in total).

When breaking down the tenant mix priorities by attendee, both “Community/Event Space” and “Retail” enjoy a broad amount of support from all attendee types. The “Café” received the most support from AUC affiliates, while the “Restaurant” received the most support from local residents. The “Kitchen Incubator” tenant type received a great deal of support from the “Other” attendee type.

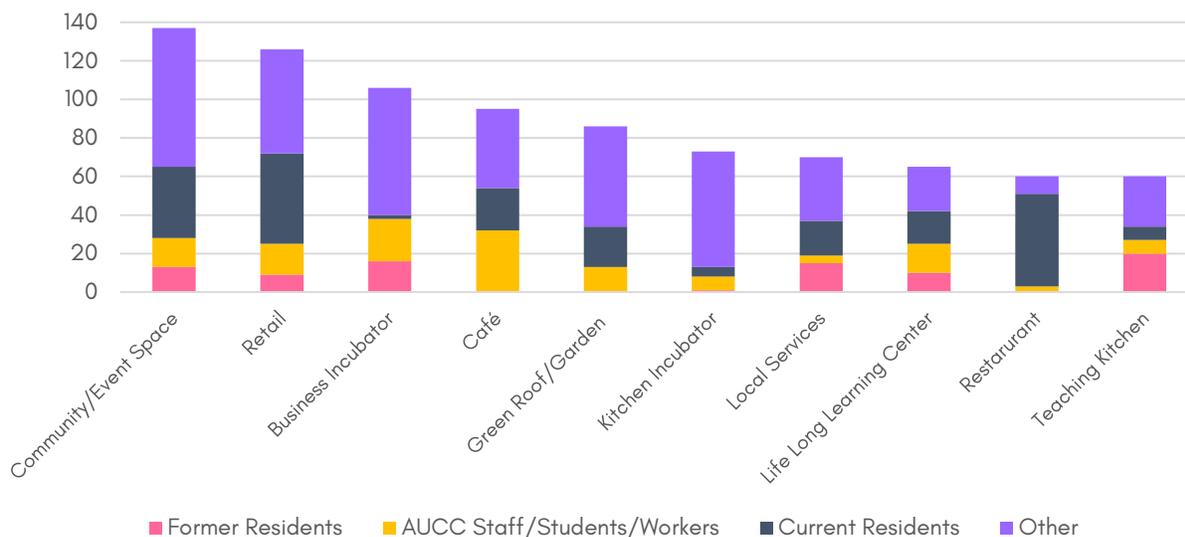


FIGURE 10 TENANT MIX PRIORITIES BY ATTENDEE

Exercise Two: Build Roosevelt Hall

Exercise Two in Station Five required participants to place tenant cards on a cutout of Roosevelt Hall, arranging the amount, type, and placement within the building. The purpose of the activity was for participants to show their tenant preference in terms of quantity, type, and location. Each tenant card resembled approximately 1,000 square feet in the activity.

Participants placed the most “Community/Event Space” tenant cards, followed by “Retail”, “Life Long Learning Center”, “Business Incubator”, and “Café”. These selections share similar priorities with the results from Station Five’s Exercise One. A majority of participants placed “Community/Event Space cards” on the second floor, along with “Life Long Learning Center” and “Business Incubator” cards. Participants placed Retail and Café tenant cards on the first floor. This shows us that participants prefer the first floor to be programmed towards leisure and dining while the second floor to contain event space and offices.

The placement of tenant cards also revealed participant’s allocation preference for each tenant in square feet. Participants dedicated an average of 3,800 square feet towards “Community/Event Space”. This represents a quarter of the total square footage in Roosevelt Hall. “Retail”, “Business Incubator”, and “Life Long Learning Center” were each dedicated above 1,500 square feet. All other tenants ranged from 900 to 1500 square feet.

While only “Community/Event Space” could be seen as the favorite, most of the other tenant options received a similar range of support. This indicates that there could be many possible combinations of tenants in the building that would satisfy the community.

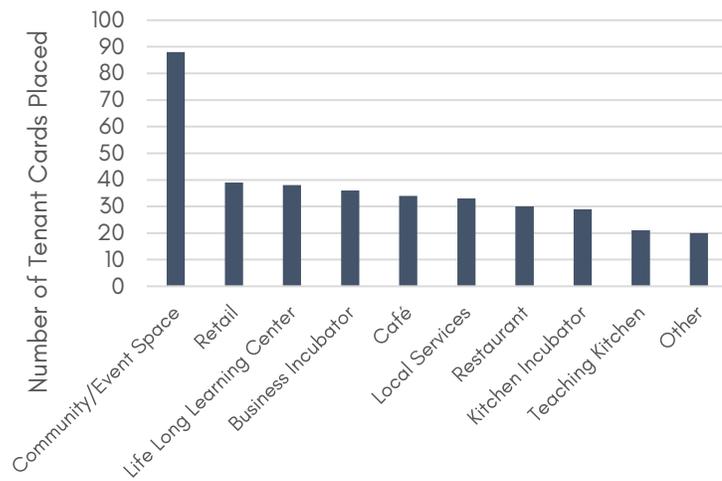


FIGURE 11 BUILD YOUR OWN ROOSEVELT HALL RESULTS

Average Square Footage Dedicated to Tenant	
Specific Use	Total Sq.ft.
Restaurant	1300
Retail	1700
Other	900
Café	1500
Community/Event Space	3800
Kitchen Incubator	1300
Teaching Kitchen	900
Business Incubator	1600
Local Services	1400
Life Long Learning Center	1700

TABLE 4 AVERAGE SQUARE FOOTAGE DEDICATED TO TENANT



3. Conclusion

Roosevelt Hall offers a unique opportunity for community-inclusive redevelopment. This Community Design Open House Report offers the first step in continued engagement with local residents, workers, stakeholders, and students. The renovation of Roosevelt Hall allows for a solution that would appease all these groups, and through the diversity of tenants, actually create a more unified, community-oriented concept.

Below are some of the key takeaways from the open house, organized by type of exercise and type of attendee.

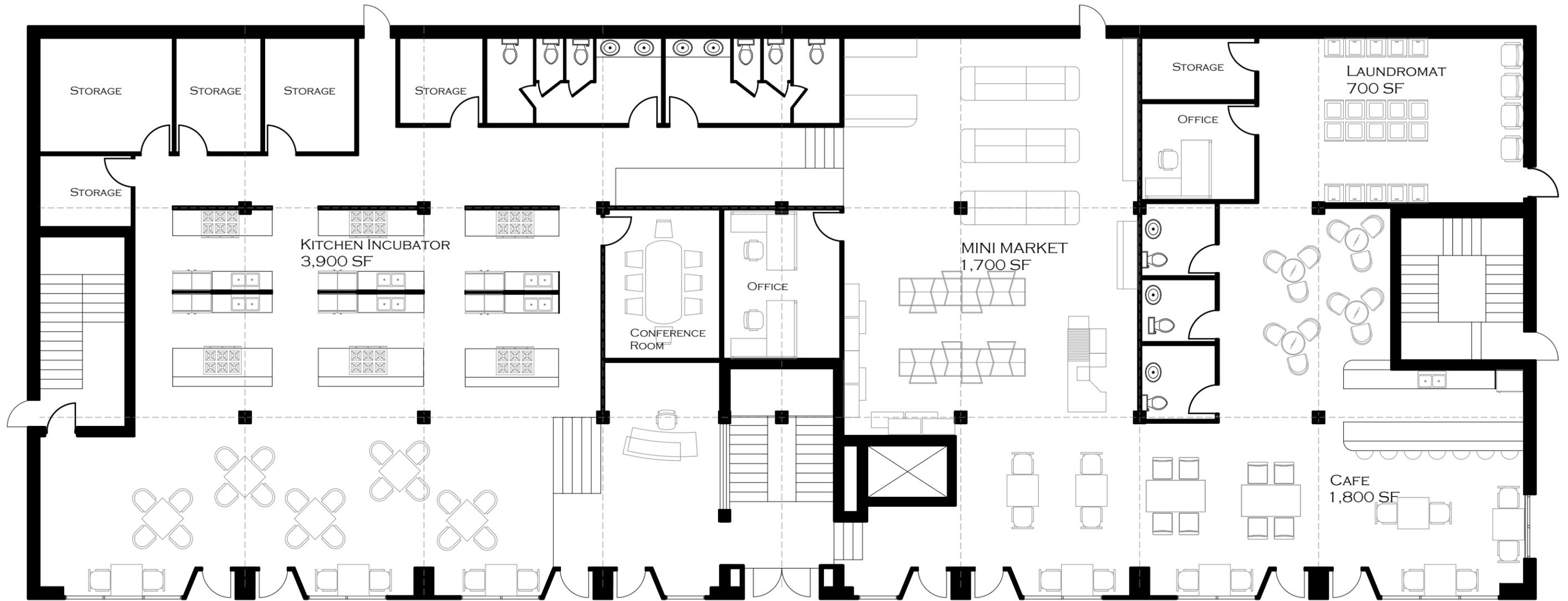
By Topic

- The feedback concerning the history of the property moved beyond the physical features of the building. While many attendees stressed the importance of preserving the façade, surrounding trees, and window details, they also expressed hope that the building historic function as a communal center would be preserved.
- “Local Neighbors”, “Families”, and “Former University Homes Residents” saw support as a preferred target audience across all attendee types. Only the “Tourist” target audience was of least importance to respondents.
- The “Community/Event Space” tenant type received common support from all attendee types and across multiple exercises. This was the clear favorite and could provide valuable flex space to help complement some of the other preferred tenant types.
- More commercial tenant concepts were not rejected, but they did see less support among “Former UH Residents” and “AH/AUC/VC Residents”, though this group did strongly prefer the inclusion of a restaurant. AUC affiliates and outside groups were keen on seeing more commercial uses for the building, especially those that support entrepreneurial uses, like a business incubator and a kitchen incubator.

By Attendee Type

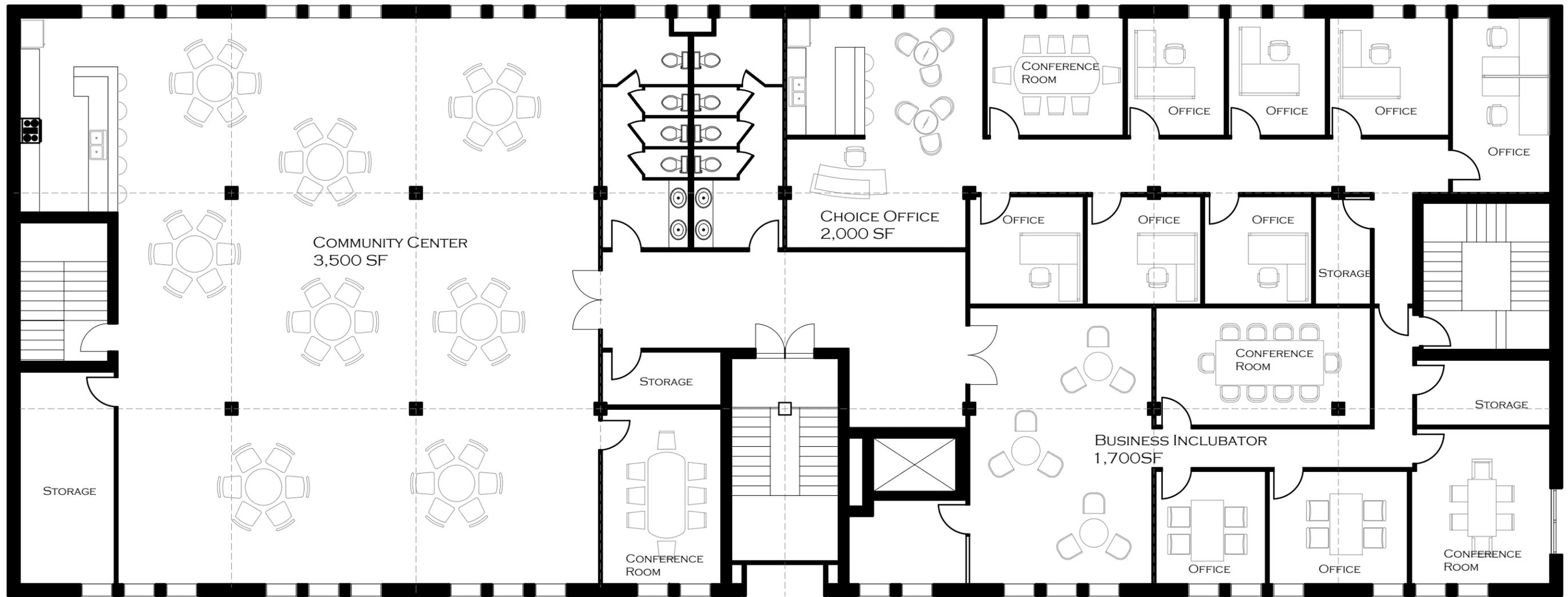
- “Other”, the largest group, emphasized more commercial oriented projects. This group also demonstrated the most willingness to pay for the kitchen and business incubators.
- “Ashview Heights, AUC, or Vine City Resident”, the second largest group, were most supportive of the building as a gathering space and community-hub.
- “Former Residents of University Homes” focused their support around local supportive services and education, demonstrating a strong preference towards the “Teaching Kitchen” and “Local Services” tenant categories.
- “Students” saw Roosevelt Hall as an opportunity to create an active space, centered towards their interests in business development and socializing.

Appendix D
For Illustrative Purposes Only



Concept Only





Concept Only

Appendix E



SCHOLARS LANDING MASTER PLAN ATLANTA, GEORGIA

KEY

- PHASE 1: Independent Senior Living (Completed)
- 1 The Veranda at Scholars Landing (100 Units)
- PHASE 2: Senior Assisted Living (Completed)
- 2 Oasis at Scholars Landing (60 Units)
- PHASE 3: Multifamily Residential - 183 Units
- 3-A Multifamily Residential Units (59 Units)
- 3-B Multifamily Residential Units (76 Units)
- 3-C "Big House" Units (48 units, 24 each)
- PHASE 4: Multifamily Residential - 212 Units
- 4-A Community Use / Choice Neighborhood Offices with Potential Retail
- 4-B Multifamily Residential Units (128 Units, 4-Stories)
- 4-C Multifamily Residential Units (30 Units, 3-Stories)
- 4-D Multifamily Residential Units (54 Units, 2/3/4-Stories)
- PHASE 5: Townhouses - 33 Units (For Sale)
- 5-A Townhouses (33 Units)
- 6 Future C.A.U. Institutional Use

Indicates Terraced Level

LOADING AREA

PARKING AREA

PARKING AREA

PARKING AREA

PARKING AREA

FAIR STREET

NORTHSIDE DRIVE

GRAPHIC SCALE

(IN FEET)
1 inch = 80 ft.

PREPARED BY: REES/DESIGN ASSOCIATES, P.C.
ARCHITECTURE • PLANNING • INTERIORS

8/8/2018

Proposed Site Plan Notes, as 'Conditions'

- Retaining walls are to be minimized where possible
- Utilities on-site to be placed underground
- Supplemental zones to be landscaped with ground cover and tree plantings
- All sidewalks will conform to UFAS and ADA requirements
- Landscape buffer strip to be placed between building street frontage and sidewalk
- Illumination on site will support safety and security needs of new building
- Bicycle parking to be provided on site as per DCA requirements

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. 01/31/2014)

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.

Table of Contents

Clause		Page	Clause		Page
1.	Definitions	2		Administrative Requirements	
2.	Contractor's Responsibility for Work	2	25.	Contract Period	9
3.	Architect's Duties, Responsibilities and Authority	2	26.	Order of Precedence	9
4.	Other Contracts	3	27.	Payments	9
	Construction Requirements		28.	Contract Modifications	10
5.	Preconstruction Conference and Notice to Proceed	3	29.	Changes	10
6.	Construction Progress Schedule	3	30.	Suspension of Work	11
7.	Site Investigation and Conditions Affecting the Work	3	31.	Disputes	11
8.	Differing Site Conditions	4	32.	Default	11
9.	Specifications and Drawings for Construction	4	33.	Liquidated Damages	12
10.	As-Built Drawings	5	34.	Termination of Convenience	12
11.	Material and Workmanship	5	35.	Assignment of Contract	12
12.	Permits and Codes	5	36.	Insurance	12
13.	Health, Safety, and Accident Prevention	6	37.	Subcontracts	13
14.	Temporary Buildings and Transportation Materials	6	38.	Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms	13
15.	Availability and Use of Utility Services	6	39.	Equal Employment Opportunity	13
16.	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	6	40.	Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968	14
17.	Temporary Buildings and Transportation Materials	7	41.	Interest of Members of Congress	15
18.	Clean Air and Water	7	42.	Interest of Members, Officers, or Employees and Former Members, Officers, or Employees	15
19.	Energy Efficiency	7	43.	Limitations on Payments Made to Influence	15
20.	Inspection and Acceptance of Construction	7	44.	Royalties and Patents	15
21.	Use and Possession Prior to Completion	8	45.	Examination and Retention of Contractor's Records	15
22.	Warranty of Title	8	46.	Labor Standards-Davis-Bacon and Related Acts	15
23.	Warranty of Construction	8	47.	Non-Federal Prevailing Wage Rates	19
24.	Prohibition Against Liens	9	48.	Procurement of Recovered Materials	19

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.
- (j) "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.

- (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 required in the planning and production of the work. Such

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 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. Before installing the work, the Contractor shall

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
- 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.
- (f) New work which connects to existing work

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.
- 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

- (f) The PHA may conduct routine inspections of the construction site on a daily basis.

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.
- (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
- (h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, 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.
- 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 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

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.

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
- (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

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 a 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:
- 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 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

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

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.**
- 41. Interest of Members of Congress**
- (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).

No member of 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

be posted at all times by the Contractor and its

- (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 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.

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.

MBE / WBE / SECTION 3 BUSINESS UTILIZATION PLAN

As a recipient of Federal financial assistance, The Housing Authority of the City of Atlanta, Georgia ("AHA") must collect data on the economic opportunities provided to MWBE and Section 3 (low and very-low income) Business. All bidders submitting responses to this procurement must complete this MWBE & Section 3 Utilization Plan and submit it as part of their proposal or quote. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each MBE/WBE/Section 3 Business under the contract. Use additional pages if necessary.

Bidder's Name: _____ ETHNIC GROUP*: _____ Code _____ WBE _____ Section 3 Business

Address: _____ City: _____, State: _____ Zip: _____

Solicitation No. _____ (and/or) Name: _____

SUBCONTRACTOR UTILIZATION

Subcontractor Name and Address	Contact Person Phone and Email Address	Ethnic Group*			Description of Supplies and/or Service(s)	Projected Contract Amount
		Code	WBE	Sec. 3		

*ETHNIC GROUP: ENTER CODE: 1 – White Americans 2 – Black Americans 3 – Native Americans 4 – Hispanic Americans 5 – Asian Americans 6 – Hasidic Jews; X – if Women Business Enterprise and/or Section 3 Business

Preparer Name _____ (Print or Type)

Signature _____

Date _____

Subscribed and sworn to before me this

_____ day of _____, 20____

Notary Public: _____ **(SEAL)**

My Commission Expires: _____

THE HOUSING AUTHORITY OF THE CITY OF ATLANTA, GEORGIA
PRINCIPAL PERSONNEL DISCLOSURE STATEMENT CERTIFICATION
Instructions

Every Offeror is required to read the below instructions and submit this *Principal Personnel Disclosure Statement Certification*. This Certification must be completed accurately and must be **notarized**. If a financial or personal interest exists, Offerors are required to make Full Disclosure in a **Disclosure Statement** (see “Disclosure Statement Instructions” below) and **should not** submit this *Principal Personnel Disclosure Statement Certification*.

FINANCIAL OR PERSONAL INTEREST DISCLOSURE

No AHA employee, officer, member of its Board of Commissioners, or agent shall participate directly or indirectly in the selection, award or administration of any contract if a conflict of interest, either real or apparent, would be involved. This type of conflict of interest occurs when one of the following persons have a financial or any other type of interest in a respondent (including its officers, members, and partners) competing for the award:

1. An employee, officer, member of the Board of Commissioners, or agent of AHA or any public official (including members of the City of Atlanta City Council, Fulton County Board of Commissioners, DeKalb County Board of Commissioners, or Georgia legislator;
2. A relative (including spouse, father, mother, child, brother and sister, including “half” or “step” relatives) of any of the above;
3. The partner (financial or otherwise) of any of the above; or
4. An organization that employs or is negotiating to employ or has an arrangement concerning prospective employment of any of the above.

DISCLOSURE STATEMENT INSTRUCTIONS

Offerors having a financial or personal interest in this solicitation, subsequent contract and/or the above-identified business shall make immediate, full and complete disclosure in writing to the Office of the General Counsel (a “Disclosure Statement”).

All Disclosure Statements must be presented on the Offeror’s letterhead, notarized and signed by the individual making the disclosure.

If applicable, provide the following information in the Disclosure Statement:

- | | |
|--|---|
| ■ Describe the nature of the interest(personal/financial) | ■ Type of involvement (principal, officer, employees, etc.) |
| ■ Names of individuals involved/associated with AHA and Respondent | ■ Value of financial interest |
| ■ Title of individuals named | ■ Name and address of business |
| ■ Relationships (blood/marriage), (mother, father etc.) | ■ Other pertinent information |
| ■ Social Security numbers or Taxpayer Identification number | |

I, _____, being an authorized representative of _____
 certify that all Principal Personnel identified on Page 2 of this Certification have read the above instructions and that none of the persons listed above have a financial or any other type of interest in Respondent or any Principal Personnel of Respondent.

Signature of Respondent

 Signature

 Title

 Date

WARNING: All information is to be true and accurate. False, misleading statements or failure to provide all information requested will disqualify a Respondent from this solicitation process. AHA reserves the right, based upon the information provided, to determine if a conflict of interest is real or apparent and whether or not a Respondent is qualified to participate in this solicitation process.

THE HOUSING AUTHORITY OF THE CITY OF ATLANTA, GEORGIA
PRINCIPAL PERSONNEL DISCLOSURE STATEMENT CERTIFICATION

List the appropriate individuals related to your company.

SOLE PROPRIETORSHIP	PARTNERSHIPS <small>* Identify additional partners (if any) on a separate page</small>	CORPORATIONS <small>** Identify all other officers and assistant officers (if any) of the corporation (add separate page if required)</small>	LIMITED LIABILITY CORPORATIONS <small>*** Identify additional members (if any) on a separate page</small>
Owner (PRINT NAME)	Partner (PRINT NAME)	Officer (PRINT NAME)	Member (PRINT NAME)
Signature	Signature	Signature	Signature
Title	Title	Title	Title
	Partner (PRINT NAME)	Officer (PRINT NAME)	Member (PRINT NAME)
	Signature	Signature	Signature
	Title	Title	Title
	Partner (PRINT NAME)	Officer (PRINT NAME)	Member (PRINT NAME)
	Signature	Signature	Signature
	Title	Title	Title
	Partner (PRINT NAME)	Officer (PRINT NAME)	Member (PRINT NAME)
	Signature	Signature	Signature
	Title	Title	Title
	Partner (PRINT NAME)	Officer (PRINT NAME)	Member (PRINT NAME)
	Signature	Signature	Signature
	Title	Title	Title

I, _____, being an authorized representative of _____ certify that the above-identified sole proprietor, partners, or corporate officers hold the positions identified above and that I have not excluded any persons.

Signature of Respondent:

 Signature of Sole Proprietor
 (If Respondent is an Individual)

 Signature of Partner
 (If Respondent is a Partnership)

 Signature of Officer
 (If Respondent is a Corporation)

 Signature of Member
 (If Respondent is Limited Liability Corporation)

Subscribed and sworn before me on this _____ day of _____ 20____. My Commission expires:

RESPONDENT DISCLOSURE CERTIFICATION

All Respondents responding to this Solicitation must submit a *Respondent Disclosure Certification*. This Certification must be completed accurately and must be *notarized*. If a financial or personal interest exists (i.e., if you answer yes to any question), Respondents must make a full and separate disclosure as described in the *Financial or Personal Interest Disclosure* section of this Respondent Disclosure Certification.

For purposes of this Respondent Disclosure Certification, the following terms shall have the meanings ascribed below:

AHA employee means persons who work at AHA as a full time, part time, temporary or contract employee. Current means as of the date that this disclosure is made. Former means within the last 12 months from the date of this disclosure. Interest means any interest that may yield monetary or other material gain or benefit. Immediate family member means spouse, mother, father, brother, sister, child (whether related as a "half" or "step" relative, e.g., half brother or stepchild) partner or a significant other living in the same household. Public official means any public official, member of the local governing body or State or local legislator, members of or delegate to the Congress of the USA or resident commissioner. Resident Commissioner means an individual appointed to oversee a territory or possession of the U.S.

Please respond to each question by circling the applicable response. If your answer is "YES" to any question, please see the FINANCIAL OR PERSONAL INTEREST DISCLOSURE section.

AHA EMPLOYEE DISCLOSURES

- | | | | |
|----|--|-----|----|
| 1. | DO YOU EMPLOY A CURRENT OR FORMER AHA EMPLOYEE OR ANY IMMEDIATE FAMILY MEMBER OF A CURRENT OR FORMER EMPLOYEE OF AHA? | YES | NO |
| 2. | DO ANY CURRENT OR FORMER AHA EMPLOYEES OR IMMEDIATE FAMILY MEMBERS OF CURRENT OR FORMER AHA EMPLOYEES HAVE A DIRECT OR INDIRECT INTEREST IN YOUR BUSINESS? | YES | NO |

AHA BOARD OF COMMISSIONERS DISCLOSURES

- | | | | |
|----|--|-----|----|
| 3. | DO YOU EMPLOY CURRENT OR FORMER OFFICERS OR MEMBERS OF AHA'S BOARD OF COMMISSIONERS OR ANY IMMEDIATE FAMILY MEMBERS OF THE BOARD OF COMMISSIONERS? | YES | NO |
| 4. | ARE YOU OR ANY PERSON EMPLOYED BY YOUR BUSINESS CURRENT OFFICERS OR MEMBERS OF AHA'S BOARD OF COMMISSIONERS? | YES | NO |
| 5. | DO ANY CURRENT OFFICER OR MEMBER OF AHA'S BOARD OF COMMISSIONERS OR IMMEDIATE FAMILY MEMBERS OR CURRENT OR FORMER MEMBERS OF AHA'S BOARD OF COMMISSIONERS HAVE A DIRECT OR INDIRECT INTEREST IN YOUR BUSINESS? | YES | NO |

PUBLIC OFFICIALS DISCLOSURES

- | | | | |
|----|---|-----|----|
| 6. | DO YOU EMPLOY CURRENT OR FORMER PUBLIC OFFICIALS OR ANY IMMEDIATE FAMILY MEMBERS OF PUBLIC OFFICIALS? | YES | NO |
| 7. | DO ANY CURRENT OR FORMER PUBLIC OFFICIALS HAVE A DIRECT OR INDIRECT INTEREST IN YOUR BUSINESS? | YES | NO |

I, _____, an officer authorized to make this certification on behalf of Respondent, _____, hereby certify and swear that the information provided above regarding Respondent is true and correct as of the date that this Certification is made and that Respondent has no known conflicts of interests or personal or financial interests in this Solicitation or the subsequent Contract.

I understand that Respondent is responsible for updating this information and providing all disclosures to AHA as soon as such information is discovered by Respondent or as soon as such information should have been discovered by Respondent. I understand that failure to provide such disclosure may lead to termination of any Contracts entered into between Respondent and AHA. I also understand that failure to provide such disclosure may lead to a negative note on AHA's Vendor Performance Record.

Sworn to and subscribed Before me this ____ day Of _____ 201__	Signed: _____ Name: _____ Title: _____	Dated: _____
--	--	--------------

NOTARY PUBLIC

FINANCIAL OR PERSONAL INTEREST DISCLOSURE

Respondents having a financial, contractual, organizational or personal interest in this Solicitation or subsequent Contract shall make an immediate, full and complete disclosure in writing to the Office of the General Counsel in the form of a *Disclosure Statement*.

All *Disclosure Statements* must be presented on the Respondent's letterhead, notarized and signed by the individual making the disclosure.

Each disclosure shall include, if applicable:

- Name and address of business
- Names of individuals involved/associated with AHA and Respondent
- Social security numbers and Tax Payer Identification of business and individuals involved
- Title of individuals named
- Description of the nature of the personal/financial/contractual/organizational interest
- Type of immediate family member involved
- Value of financial interest
- Other pertinent information

SURVEY DATA FOR DETERMINATION OF RESPONSIBILITY

SOLICITATION NUMBER AND TITLE:

REFERENCE BEING PROVIDED FOR...

COMPANY NAME			
COMPANY ADDRESS			
CONTACT PERSON			
PHONE/FAX NUMBERS	PHONE		FAX
E-MAIL ADDRESS			

REFERENCE CONTACT INFORMATION...

SURVEY DATE			
COMPANY / OWNER'S NAME			
PROJECT NAME			
CONTACT PERSON			
PHONE / FAX NUMBERS	PHONE		FAX
E-MAIL ADDRESS			
CONTRACT AMOUNT (\$)			
TYPE OF WORK			
% COMPLETED / COMPLETED			
ESTIMATED COMPLETION DATE			

TECHNICAL PERFORMANCE

FACTORS/RATINGS	PLUS (6)	EXCELLENT (5)	GOOD (4)	FAIR (3)	POOR (2)	UNSATISFACTORY (1)	NOT APPLICABLE (N/A)
Completion of major tasks / milestones / deliverables on schedule.							
Responsiveness to changes in technical direction.							
Ability to identify risk factors and alternatives for alleviating risk.							
Ability to identify and solve problems expeditiously.							
Ability to employ standard tools / methods.							

MANAGEMENT PERFORMANCE

FACTORS/RATINGS	PLUS (6)	EXCELLENT (5)	GOOD (4)	FAIR (3)	POOR (2)	UNSATISFACTORY (1)	NOT APPLICABLE (N/A)
Overall communication with staff.							
Effectiveness and reliability of Contractor's Key Personnel.							
Ability to recruit and maintain qualified personnel.							
Ability to manage multiple and diverse projects/tasks from planning through execution.							
Ability to effectively manage subcontractors.							
Ability to accurately estimate and control cost to complete tasks.							
Overall performance in planning, scheduling, and monitoring.							
Use of management tools (e.g. cost/schedule, task management tools).							

CONTRACT ADMINISTRATION

FACTORS/RATINGS	YES	NO
Was the project completed on schedule? If not, how late was it: ___ < 30 days; ___ < 60 days; ___ < 90 days; ___ > 90 days		
Did the contractor submit unnecessary Change Order requests?		
Were contractor proposals for Change Orders reasonably priced?		
Were there any claims?		
Compliance with labor laws?		
Compliance with safety requirements?		
Given a choice, would you do business with this contractor again?		

SURVEY COMPLETED BY (PRINT):

SIGNATURE:



THE HOUSING AUTHORITY OF THE CITY OF ATLANTA, GEORGIA
ADDENDA ACKNOWLEDGEMENT FORM

SOLICITATION #	
SOLICITATION TITLE	

The undersigned hereby acknowledges the following Addendum to the above noted solicitation. The undersigned hereby further acknowledges that its proposal response includes allowances for all of the amended provisions and requirements of the Scope of Work / Specifications, solicitation document and Addenda associated with the above noted solicitation and each has been taken into consideration.

**FAILURE TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM
MAY SUBJECT YOUR FIRM TO DISQUALIFICATION**

- ADDENDUM # ISSUANCE DATE - _____

No addenda were received for the above referenced solicitation.

DATE	
COMPANY PROVIDING OFFER	
NAME/TITLE OF PERSON PROVIDING OFFER	
COMPANY ADDRESS	
COMPANY PHONE NUMBER	
COMPANY FAX NUMBER	
PERSON PROVIDING OFFER E-MAIL ADDRESS	
SIGNATURE OF PERSON PROVIDING OFFER	

Upon completion of this document, please upload in the attachment section of the event.

CLEAN HANDS CERTIFICATION

I, _____, an officer authorized to make this certification on behalf of Respondent, _____, hereby certify and swear that:

1. Respondent does not owe AH more than \$100 pursuant to a contract or other transaction;
2. Respondent does not have a civil or criminal dispute or action against AH whatsoever, whether procedural, administrative, legal or otherwise; and
3. Respondent has done nothing, whether by threat or written or verbal action, to assert a civil or criminal dispute or action against AH, whether procedural, administrative, legal or otherwise (including any appeal or review of any of the foregoing actions).

Respondent understands that falsifying information on this Certification may lead to termination of the resulting contracts or transactions entered into between Respondent and AH.

Sworn to and subscribed
Before me this ____ day
Of _____ 20__

NOTARY PUBLIC

Signed: _____ Dated: _____

Name: _____

Title: _____

Waiver Requests. Respondents who are not able to certify to the above statements may request a waiver by contacting the Contact for this solicitation in writing. If applicable, provide the following:

- Describe the reason for the waiver request
- State the amount owed to AH
- Indicate whether the amount owed may be paid to AH within 30 days of the request for waiver
- If not, indicate whether Respondent is willing to agree to a payment schedule, the amount to be paid and at what intervals, and the time table when the total amount may be expected to be paid in full
- Describe the dispute or action taken against AH
- Indicate whether the dispute or actions can be resolved within 30 days and what actions have been taken to resolve the dispute or action
- Provide any pertinent information to waive compliance with the Clean Hands Policy

The Clean Hands Policy was authorized by AH's Board of Commissioners to protect the interests of AH. The grant of a waiver is solely in the discretion of AH. Requesting a waiver does not guarantee a waiver of compliance with the Policy.

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of The Housing Authority of the City of Atlanta, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of E-Verify Authorization

Contractor Name

Name of Project

The Housing Authority of the City of Atlanta, Georgia
Public Employer

Contract Number

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 20__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Sworn to and subscribed before me
This ____ day of _____, 20 ____

Notary Public
My commission expires: _____

General Decision Number: GA180051 05/04/2018 GA51

Superseded General Decision Number: GA20170051

State: Georgia

Construction Type: Residential

County: Fulton County in Georgia.

RESIDENTIAL CONSTRUCTION PROJECTS (Consists of single family homes and apartments up to and including 4 stories)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018
1	05/04/2018

ENGI0926-009 01/01/2017

	Rates	Fringes
Operating Engineers: Backhoe, Compactor, and Loader.....	\$ 21.95	9.98

ENGI0926-014 01/01/2017

	Rates	Fringes
Operating Engineer: Bulldozer.....	\$ 21.95	9.98

* PLAS0148-004 08/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 26.06	7.07

SHEE0085-006 08/01/2011

	Rates	Fringes
SHEET METAL WORKER (including HVAC duct installation) Buildings over 100,000 square feet.....	\$ 29.70	13.41
Buildings up to 100,000 square feet.....	\$ 25.49	11.73

FOOTNOTE: Work on swinging stages, boatswains chairs or scaffolds, booms, or scissors lifts over 50 ft. high: \$1.25 per hour additional.

SUGA2008-095 08/14/2008

	Rates	Fringes
BRICKLAYER.....	\$ 13.83	0.00
CARPENTER, Excludes Drywall		

Hanging, and Form Work.....	\$ 12.00	0.00
DRYWALL FINISHER/TAPER.....	\$ 13.45	0.00
DRYWALL HANGER.....	\$ 11.42	0.00
ELECTRICIAN, Includes Installation of Alarms.....	\$ 11.57	0.00
FORM WORKER.....	\$ 8.50	0.16
HVAC MECHANIC (HVAC Pipe Installation).....	\$ 11.14	0.00
LABORER: Common or General.....	\$ 10.09	0.00
LABORER: Mason Tender.....	\$ 8.00	0.00
OPERATOR: Excavator.....	\$ 8.96	0.00
PAINTER: Brush, Roller and Spray, Excludes Drywall Finishing/Taping.....	\$ 10.57	0.00
PLUMBER, Excludes HVAC Pipe Installation.....	\$ 11.53	0.00
ROOFER.....	\$ 11.50	0.00
TILE SETTER.....	\$ 11.07	0.00
TRUCK DRIVER.....	\$ 12.13	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

EXHIBIT I

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

General Decision Number: GA180146 05/04/2018 GA146

Superseded General Decision Number: GA20170146

State: Georgia

Construction Type: Building

County: Fulton County in Georgia.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018
1	01/12/2018
2	04/13/2018
3	05/04/2018

ASBE0048-001 04/02/2018

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 27.62	15.76

ASBE0048-002 04/02/2018

	Rates	Fringes
FIRESTOPPER.....	\$ 27.62	15.76

* BOIL0026-001 03/01/2018

	Rates	Fringes
BOILERMAKER.....	\$ 28.97	22.39

CARP0225-001 07/01/2016

	Rates	Fringes
CARPENTER (Drywall Finishing, Drywall Hanging, and Metal Stud Installation).....	\$ 23.40	6.80

ELEV0032-001 01/01/2018

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 40.08	32.645

PAID HOLIDAYS:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.

b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years' service.

ENGI0926-001 01/01/2017

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Backhoe/Excavator,		
Bobcat/Skid Loader/Skid		
Steer, Bulldozer,		
Forklift, and Loader.....	\$ 23.24	10.33
Crane.....	\$ 28.63	12.63
Oiler.....	\$ 21.95	9.98

 PAIN1940-001 10/01/2017

	Rates	Fringes
GLAZIER.....	\$ 22.35	9.81

FOOTNOTE: Paid holidays: Thanksgiving Day, Christmas Day, New Year's Day, National Memorial Day, July 4th and Labor Day; if the employee works the day before and the day after the holiday.

 PLUM0072-023 08/01/2016

	Rates	Fringes
PLUMBER.....	\$ 27.98	13.58

 PLUM0072-024 08/01/2016

	Rates	Fringes
PIPEFITTER (Including Installation of HVAC Pipe, HVAC Unit, & HVAC Electrical /Temperature Controls).....	\$ 27.98	14.03

 SHEE0085-001 07/01/2017

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation; Excluding Metal Roof Installation).....	\$ 31.54	13.58

 SUGA2012-053 08/11/2012

	Rates	Fringes
ACOUSTICAL CEILING MECHANIC.....	\$ 15.00	0.00
ALARM INSTALLER.....	\$ 18.49	3.88
BRICKLAYER.....	\$ 16.00	0.00
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Finishing/Taping, Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 17.86	3.62
CEMENT MASON/CONCRETE FINISHER...	\$ 15.08	3.36
ELECTRICIAN (Low Voltage Wiring and Installation of Sound and Communication Systems).....	\$ 22.44	5.42
ELECTRICIAN, Excludes Low Voltage Wiring and Installation of Alarms and Sound and Communication Systems.....	\$ 22.78	5.27
FLOOR LAYER (Carpet, Vinyl and Resilient Flooring).....	\$ 20.00	0.00
FORM WORKER.....	\$ 12.20	0.49

INSULATOR (Batt, Blown and Foam).....	\$ 17.67	0.14
IRONWORKER, REINFORCING.....	\$ 20.48	8.41
IRONWORKER, STRUCTURAL.....	\$ 20.00	0.35
LABORER: Common or General.....	\$ 11.39	0.00
LABORER: Flagger.....	\$ 13.44	0.00
LABORER: Landscape.....	\$ 12.19	0.00
LABORER: Mason Tender - Brick...	\$ 9.00	0.00
LABORER: Pipelayer.....	\$ 12.00	0.23
OPERATOR: Asphalt Spreader.....	\$ 16.53	0.00
OPERATOR: Grader/Blade.....	\$ 17.52	0.00
OPERATOR: Roller.....	\$ 14.49	0.00
OPERATOR: Screed.....	\$ 14.17	0.00
PAINTER: Brush, Roller and Spray.....	\$ 16.00	1.62
ROOFER, Excludes Installation of Metal Roofs.....	\$ 10.49	0.64
SHEET METAL WORKER (Metal Roofs Installation).....	\$ 21.75	0.00
SPRINKLER FITTER (Fire Sprinklers).....	\$ 22.69	12.30
TILE FINISHER.....	\$ 10.36	0.00
TILE SETTER.....	\$ 20.00	0.00
TRUCK DRIVER: Dump Truck.....	\$ 16.05	2.92
TRUCK DRIVER: Lowboy Truck.....	\$ 17.41	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====
 Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the

cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour

Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION