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2640 Fountain View Drive, Houston, Texas 77057 | 713.260.0600 | David A. Northern, Sr., **President & CEO**  
**Houston Housing Authority Board of Commissioners:** LaRence Snowden, *Chair* | Kristy M. Kirkendoll, *Vice Chair*  
Dr. Max Miller, Jr. | Stephanie Ballard | Andrea Hillard Cooksey | Kris Thomas | Guillermo "Will" Hernandez

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**QUALIFICATION BASED SOLICITATION  
("QBS") 23-31**

The Houston Housing Authority ("HHA"), has issued the Building Our Future – Choice Neighborhood Master Developer "QBS" to solicit sealed responses from qualified firms or individuals interested in serving as a third-party developer ("Developer" or "Developers") to assist "HHA" in the rehabilitation of the Cuney Homes affordable housing community in accordance with the requirements and terms and conditions specified herein.

**Interested parties who wish to respond to this solicitation must submit the required documents per Section 7.0 Submittals to the below individual by 2 P.M. Central Standard Time ("CST") June 23, 2023 to:**

**Houston Housing Authority  
Attn: Austin Y. Crotts, MA  
Subject: QBS 23-31 Choice Neighborhood Master Developer - DO NOT OPEN  
2640 Fountain View Drive, Houston, Texas 77057**


The face of the sealed envelope(s) must contain the above information, and once they are in the possession of "HHA", their contents will not be publicly opened or revealed until after an award is made.

**Interested parties are highly encouraged, to check HHA's website prior to the submission of their sealed response to ensure they are aware of any Amendment(s) that may affect this solicitation. They should also send an e-mail acknowledgement to [Purchasing@housingforhouston.com](mailto:Purchasing@housingforhouston.com), that they have downloaded this solicitation from HHA's website. Doing so, will allow "HHA" to notify interested parties of any Amendments that may affect this solicitation.**

**Late submissions will be handled in accordance with the provisions in Attachment I Form HUD-5369-B Section 6 entitled: "Late Submissions, Modifications, and Withdrawal of Offers".**

Interested parties, who have questions about this solicitation, or who need additional information should send an email (preferably) to [Purchasing@housingforhouston.com](mailto:Purchasing@housingforhouston.com) with "**QBS 23-31**" in the subject line, by the due dates specified in Section 4.0. As an alternative, interest parties have the option of sending a fax to 713-260-0810.

5-26-2023  
Date

  
Austin Y. Crotts, MA  
Procurement Manager,  
Houston Housing Authority



*A Fair Housing and Equal Employment Opportunity Agency. For assistance: Individuals with disabilities may contact the 504/ADA Administrator at 713-260-0353, TTY 713-260-0547 or [504ADA@housingforhouston.com](mailto:504ADA@housingforhouston.com)*

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# **I. ORGANIZATION OVERVIEW**

## **1.0 PROFILE OF THE HOUSTON HOUSING AUTHORITY**

- 1.1 “HHA” is currently governed by the Housing Authorities Law, codified in the Texas Local Government Code. It is a unit of government and its functions are essential governmental functions. It operates and manages its housing developments to provide decent, safe, sanitary and affordable housing to low-income families, the elderly, and the disabled, and implements various programs designed and funded by the U.S. Department of Housing and Urban Development (HUD). “HHA” is a Public Housing Agency.
- 1.2 The property of “HHA” is used for essential public and governmental purposes, and its property are exempt from all taxes, including sales tax on all its purchases of supplies and services.
- 1.3 “HHA” enters into and executes contracts and other instruments that are necessary and convenient to the exercise of its powers.
- 1.4 “HHA” maintains contractual arrangements with HUD to manage and operate its Low Rent Public Housing program and administers the Section 8 Housing Assistance Payments programs. HHA’s programs are federally funded, and its revenues are received from federal funds, administrative fees, development grants and rental income.
- 1.5 “HHA” provides affordable homes and services to more than 60,000 low-income Houstonians, including over 17,000 families housed through the Housing Choice Voucher Program and another 5,500 living in 25 public housing and tax credit developments around the city. “HHA” also administers the nation's third largest voucher program exclusively serving homeless veterans.

**END OF SECTION I**

## II. SPECIAL TERMS AND CONDITIONS

### 2.0 OVERVIEW

2.1 See Exhibit A Overview attached herein.

### 3.0 PROCUREMENT SCHEDULE

3.1 The anticipated procurement schedule for this solicitation is as follows:

<b><u>EVENT</u></b>	<b><u>DATE</u></b>
<b>Date Solicitation Advertised</b>	<b>May 29, 2023</b>
<b>Pre-Bid Virtual Meeting Mandatory Attendance is Required to Submit Responses</b>	<b>3:30 P.M. “CST” June 7, 2023</b>
<b>Deadline to submit Written Questions to <a href="mailto:Purchasing@housingforhouston.com">Purchasing@housingforhouston.com</a></b>	<b>4 P.M. “CST” June 13, 2023</b>
<b>Deadline “HHA” will post Answers to Written Questions via an Amendment to <a href="#">Houston Housing Authority</a></b>	<b>4 P.M. “CST” June 15, 2023</b>
<b>Due Date for Sealed Responses</b>	<b>2 P.M. “CST” June 23, 2023</b>
<b>Estimated Contract Award Date</b>	<b>July/August</b>

**NOTE: INTERESTED PARTIES ARE RESPONSIBLE FOR MONITORING [HHA’S WEBSITE](#) TO ENSURE THEY STAY ABREAST OF ANY AMENDMENTS THAT MAY AFFECT THIS SOLICITATION.**

3.2 Every effort has been made to outline requirements, and provide information that is clear and concise with the intent to obtain responses to this solicitation; however, any questions and inquires must be submitted per the due date in the Procurement Schedule, and they will be answered per the due date in the Procurement Schedule.

### 4.0 SCOPE OF SERVICES

4.1 See Exhibit B Developer’s Responsibilities attached herein.

4.2 See Exhibit C HHA’s Responsibilities attached herein.



## **5.0 SELECTION CRITERIA**

- 5.1 All responses received by the specified due date will be scored by an Evaluation Committee who will have the responsibility of evaluating and scoring the responses per Exhibit D Evaluation Criteria attached herein.
- 5.2 During the evaluation process, “HHA” reserves the right to call for supplementary information from Offerors, and to meet with them to clarify points of uncertainty or ambiguity. Offerors agree to cooperate fully and promptly in providing such supplementary information.
- 5.3 “HHA” reserves the right to:
  - 5.3.1 Conduct negotiations;
  - 5.3.2 Make multiple awards in its best interests;
  - 5.3.3 Reject any and all proposals at its discretion;
  - 5.3.4 Request additional information/clarification from any proposer(s); and,
  - 5.3.5 Select the successful proposer(s) at its sole discretion.
- 5.4 A short list of finalists may be established based upon written responses to this solicitation. Interviews may or may not be conducted with the finalists. These interviews may be used to identify the top-rated Respondent(s) utilizing the same point system as described in Exhibit D Evaluation Criteria attached herein. The finalists may be required to present their qualifications to HHA’s Board of Commissioners.
- 5.5 Written submissions containing the requested information will serve as the initial basis for selection of finalists.

## **6.0 SUBMITTALS**

- 6.1 See Exhibit E Submission Format and Requirements attached herein. All responses must conform to the requirements specified herein. Non-conforming responses may be considered non-responsive by “HHA”.
  - 6.1.1 “HHA” is not responsible for any costs that may be incurred in the development and submittal of any responses to this solicitation.
  - 6.1.2 All submissions and any information made a part thereof, will become a part of the HHA's official files, without any obligation of “HHA” to return it to the individual Offeror.

This solicitation, and the selected submittal(s) will (by reference), become a part of any formal agreement.
- 6.2 Submittals received after the specified date and time will be considered non-responsive.

**END OF SECTION II**

### **III. GENERAL TERMS AND CONDITIONS**

#### **7.0 AMENDMENTS**

7.1 Any interpretation(s) affecting this solicitation will be issued in the form of an amendment by “HHA” prior to the specified due date on page 1. “HHA” will not be bound by, or responsible for any other explanations or interpretations of this solicitation other than those given in writing as set forth herein. Oral instructions, interpretations, or representations will not be binding upon “HHA” or representatives of “HHA”. **All amendments shall be binding in the same way as if originally written in this solicitation.**

#### **8.0 AVAILABILITY OF FUNDS**

8.1 In the event that funds become unavailable, “HHA” may cancel the Contract.

#### **9.0 AVAILABILITY OF RECORDS**

9.1 The U. S. Department of Housing and Urban Development, the Inspector General of the United States, “HHA”, and any duly authorized representatives of each shall have access to and the right to examine any and all pertinent books, records, documents, invoices, papers, and the like of the firm(s) office, that relates to any work that is performed as a result of this solicitation.

#### **10.0 BASIS OF PROPOSAL**

10.1 Interested parties are responsible for ensuring they have all documents referenced and incorporated in this solicitation, and are familiar with the contents of those documents. Failure to do so shall be at the sole risk of the offeror and no relief shall be given for errors or omissions by the offeror.

#### **11.0 CANCELLING THE SOLICITATION**

11.1 “HHA” may cancel this solicitation at any time, and when it is in its best interests to do so.

11.1.2 “HHA” reserves the right to cancel this solicitation, or to reject, in whole or in part, any and all submissions received in response to this solicitation, upon its determination that such cancellation or rejection is in the best interest of the “HHA”.

#### **12.0 CONFIDENTIALITY OF SUBMITTALS**

12.1 As stated on page 1, responses to this solicitation will not be opened publicly. All submittals and information shall remain confidential until all negotiations are completed and a Notice of Award is issued. All submittals received by “HHA” shall be included as part of the official file. Therefore, any part of the submittal that is not considered confidential, privileged or proprietary under any applicable Federal, State or local law shall be available for public inspection upon completion of the procurement process.

Any material submitted by the Offeror that is to be considered as confidential must be clearly marked as such; however, the applicable provisions of Federal, State and local laws shall govern the confidentiality of submittals despite anything contrary to this provision stated in the submittal.

### 13.0 **ETHICAL BEHAVIOR**

#### 13.1 Interested Firms shall not:

13.1.1 Offer any gratuities, favors, or anything of monetary value to any official or employee of “HHA” for the purpose of influencing consideration of a submission; and,

13.1.2 Engage in any practice which may restrict or eliminate competition (i.e., collusion), or otherwise restrain trade.

13.1.2.1 The above is not intended to preclude joint ventures or subcontracts.

13.2 Ethical violations will cause a response to this solicitation to be rejected.

### 14.0 **FEDERAL REGULATIONS WITH REGARD TO NONDISCRIMINATION AND EQUAL OPPORTUNITY**

14.1 The requirements of Title VIII of the Civil Rights Act of 1968 and Title VI of the Civil Rights Act of 1964, relating to prohibitions against discrimination in housing and the benefits of federally funded programs because of race, color, religion, sex or national origin must be met by the successful bidder(s) or proposer(s).

#### 14.2 The successful bidder(s) or proposer(s) will:

14.2.1 Adhere to federal regulations prohibiting discrimination on the basis of age under the Age Discrimination Act of 1975, and prohibit discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 and the Americans With Disabilities Act of 1990.

#### 14.2.2 Meet the requirements of:

14.2.2.1 Section 3 of the Housing and Urban Development Act of 1968, relating to the training and employment of individuals, and contracting for business opportunities in metropolitan areas in which federally funded programs are being operated.

#### 14.2.2.2 Executive Orders (EO's):

- EO 11246 relating to equal employment opportunity in connection with federally funded programs.
- EO's 11625, 12432, and 12138 relating to the use of minority and women's business enterprises in connection with federally funded programs.

## 15.0 **FACILITIES**

15.1 “HHA” reserves the right to inspect the selected firm’s facilities during normal business hours. Proper notice will be given.

## 16.0 **INFORMALITIES**

16.1 “HHA” reserves the right to waive minor informalities, which are matters of form rather than substance. There are insignificant mistakes that can be waived or corrected without prejudice to the other bidders or proposers and have little or no effect on price, quantity, quality, delivery, or contractual conditions. Examples include failure to: return the number of signed bids required by the bid package; sign the bid, provided that the unsigned bid is accompanied by other documents indicating the bidder’s intent to be bound (e.g., a signed cover letter or a bid guarantee); complete one or more certifications; or acknowledge receipt of an amendment or addendum, provided that it is clear from the bid that the bidder received the amendment/addendum and intended to be bound by its terms, or the amendment/addendum had a negligible effect on price, quantity, quality, or delivery.

## 17.0 **INDEMNIFICATION AND HOLD HARMLESS**

17.1 See Exhibit F Indemnification and Hold Harmless attached herein.

## 18.0 **INSURANCE**

18.0 See Exhibit G Insurance attached herein.

18.1 The successful Developer must have the following minimum insurance coverage or include plan to acquire such coverage prior to the execution of a contract:

18.1.1 Professional Liability Insurance

18.1.2 Business Automobile Liability Insurance

18.1.3 Workers' Compensation Insurance and Employer’s Liability Insurance

## 19.0 **MISTAKES IN BIDS**

19.1 General

19.1.1 While proposers/bidders will be bound by their submittals (the “firm bid rule”), circumstances may arise where correction or withdrawal of their bid or proposal is proper and may be permitted. Correction or withdrawal of a bid or proposal will be done in a manner that will protect and maintain the integrity and fairness of the competitive solicitation process.

## 19.2 Mistakes Discovered Before Solicitations Are Opened

19.2.1 Interested parties may withdraw or modify their submittals by written or facsimile notice prior to the opening of the solicitations.

## 19.3 Review of Mistakes

19.3.1 After the solicitations are opened, “HHA” will review all submittals to ensure there are no obvious mistakes, e.g., the sum of individual bid line items does not equal the total price. If a submittal appears to have a mistake, “HHA” will notify the interested of any apparent mistake(s) in his/her submittal, and request verification of the total price as submitted.

## 19.4 Mistakes After Solicitations Are Opened

19.4.1 If this solicitation is soliciting bids, then in general, bidders will not be permitted to change a bid after bid opening. In rare cases, “HHA” may permit the revision of a bid if the bidder is able to present clear and convincing evidence, acceptable to “HHA”, of a mistake and the intended bid price. Allowing changes to bids without appropriate evidence may compromise the integrity of the public bid process and serve to undermine public confidence in HHA’s bidding process. Therefore, “HHA” will request as much evidence as it deems necessary. Examples of evidence may include: original work papers, bids from suppliers and subcontractors used to develop the bid, bonding or insurance evidence supporting a different bid price, etc. Failure or refusal by a bidder to provide adequate evidence shall result in the original bid remaining unchanged. Consultation with HHA’s Legal Dept. will occur before authorization is given change a bid. If justified, a low bidder can be replaced with the next lowest bidder.

## 20.0 **PATENTS AND ROYALTIES**

20.1 The successful Developer(s) shall indemnify and save harmless the “HHA” and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or not patented inventions, process or article manufactured or used in the performance of the contract, including its use by “HHA”. If the firm(s) use(s) any design, device or material covered by letters, patent or copyright, it is mutually agreed and understood that the Developer(s) shall include all royalties or cost arising from the use of such design, device, or materials involved in the work.

## 21.0 **PAYMENTS**

21.1 “HHA” will process all invoices after the work has been approved by HHA’s Project Manager. Payment terms are Net 30 days.

21.2 Irrespective of any default hereunder, “HHA” may at any time cancel the contract in whole or in part. Should this occur, the successful bidder(s) or proposer(s) shall be entitled to equitable compensation for all work completed and accepted by HHA’s Project Manager prior to such termination or cancellation.

## 22.0 **PERMITS**

22.1 The successful Developer(s) shall obtain and pay (independent of “HHA”), all permits, certificates, and licenses required and necessary for the performance of the work specified herein. Furthermore, they shall post all notices required by law, and shall comply with all laws, ordinances, and regulations which may affect their performance.

## 23.0 **PROJECT MANAGER**

23.1 “HHA” will designate a Project Manager who will be the point of contact on all matters relating to any contract issued as a result of this solicitation.

## 24.0 **QUESTIONS**

24.1 Interested parties should follow the instructions on page 1 should they have any questions, or if they need additional information about this solicitation. Oral instructions, interpretations, or representations will not be binding upon “HHA” or its representatives.

24.2 Interested parties are prohibited from querying “HHA” personnel or members of its Board of Commissioners regarding this solicitation except through written questions submitted in the manner, and within the time-frame indicated on page 1 of this solicitation.

## 25.0 **REMOVAL OF EMPLOYEES**

25.1 “HHA” may request the successful Developer(s) to remove immediately from the contract/project any employee found unfit to perform their duties due to one or more of the following reasons, which includes, but is not limited to:

25.1.1 Negligence, being disorderly, using abusive or offensive language, quarreling or fighting, stealing, vandalizing property; and,

25.1.2 Engaging in immoral or inappropriate behavior (e.g., being intoxicated, or under the influence of mind-altering substances), or pursuing criminal activity (e.g., selling, consuming, possessing, or being under the influence of illegal substances).

## 26.0 **RESERVATION OF RIGHTS**

26.1 Depending upon the circumstance(s), “HHA” reserves the right to change, modify, or alter any contract executed as a result of this solicitation.

## 27.0 **RULES, REGULATIONS AND LICENSING REQUIREMENTS**

27.1 The Offeror and staff must possess all necessary required license(s) to do business in Houston/Harris County and the State of Texas. Additionally, the Offeror, shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein. Offerors are presumed to be familiar with all federal, state, and local laws, ordinances, codes, rules, and regulations that may in any way affect the services.

## 28.0 **STANDARDS OF CONDUCT**

28.1 The employees of the successful Developer(s) shall conduct themselves in a responsible and professional manner, and may be removed from the project if they display behavior that is unacceptable to “HHA”.

## 29.0 **SUBCONTRACTING**

29.1 Any contract issued as a result of this solicitation will not be assigned, transferred, or subcontracted (in whole, or in part) unless it has been previously approved by “HHA” in writing.

## 30.0 **TAXES**

30.1 “HHA” is exempt from State of Texas, and Local Taxes.

## 31.0 **TRAVEL AND REIMBURSEMENTS**

31.1 Any prices/fees mutually agreed upon shall include all necessary out-of-pocket expenses needed to perform the work specified herein. “HHA” will not issue any reimbursements for travel, lodging, meals, or other miscellaneous or ancillary expenses, unless it is defined in the final Contract.

## 32.0 **SUPPLEMENTS**

32.1 The following documents are incorporated by reference into this solicitation:

Attachment A:	Declaration
Attachment B:	Non-Collusive Affidavit
Attachment C:	Conflict of Interest (CIQ) Form
Attachment D:	Requirements for Subcontracting with Small Businesses and Minority Businesses, Women Business Enterprises, and Labor Surplus Area Firms
Attachment E:	Acknowledgement
Attachment F:	M/WBE Participation Form
Attachment G:	Section 3 Requirements and Commitment
Attachment H:	Representations, Certifications, and Other Statements of Bidders Public and Indian Housing Programs (Form HUD 5369-A)
Attachment I:	Instructions to Offerors Non-Construction (Form HUD 5369-B)
Attachment J:	Model Form of Agreement Between Owner and Design Professional (Form HUD-51915-A)
Exhibit A:	Overview
Exhibit B:	Developer’s Responsibilities
Exhibit C:	HHA’s Responsibilities
Exhibit D:	Evaluation Criteria
Exhibit E:	Submission Format and Requirements
Exhibit F:	Indemnification and Hold Harmless
Exhibit G:	Insurance
Exhibit H:	General Information about the Firm
Exhibit I:	Vision Framework & Housing Program

Exhibit J: Choice Neighborhood Initiative Third Ward – Cuney Homes 2023  
Draft Transformation Plan  
Exhibit K: Mandatory Pre-Bid Virtual Meeting Instructions

- 32.2 Interested parties are responsible for ensuring they have all documents referenced and incorporated in this solicitation, and are familiar with the contents of those documents. Failure to do so shall be at the sole risk of the offeror and no relief shall be given for errors or omissions by the offeror.

**END OF SECTION III**



**Attachment A**  
**DECLARATION**

The undersigned declares the following:

- This response is being submitted in good faith, and without collusion or fraud.
- The only person(s) interested in the aforementioned solicitation is listed below, and that this response is being submitted without connection or arrangement with any other person.
- They have complied with the requirements of the aforementioned solicitation, have read all addenda (if any), and is satisfied that they fully understand the intent of the aforementioned solicitation, and the terms and conditions that will govern any award issued by HHA as a result of this solicitation
- They agree to execute an agreement with HHA based on the latter accepting the submittals required by the aforementioned solicitation.

Persons Interested in this Response:

Name

Identity of Interest

1.

2.

3.

\_\_\_\_\_  
**NAME OF CONTRACTOR/OFFEROR/FIRM/INDIVIDUAL/CORPORATION**

\_\_\_\_\_  
**MANUAL OR E-SIGNATURE**

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**E-MAIL ADDRESS**

\_\_\_\_\_  
**PHONE NUMBER / FAX NUMBER**

\_\_\_\_\_  
**ADDRESS, CITY, STATE, ZIP**

\_\_\_\_\_  
**SUBMITTAL DATE**

**Attachment B**

**NON-COLLUSIVE AFFIDAVIT**

STATE OF TEXAS

COUNTY OF HARRIS

\_\_\_\_\_, being first duly sworn, deposes and says that he is

\_\_\_\_\_  
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person to fix the bid price or affiant or of any other bidder, or to fix any overhead, profit, or cost element of said bid price, or of that of any other bidder, or to secure any advantage against

THE HOUSTON HOUSING AUTHORITY

of any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

\_\_\_\_\_  
Signature of Bidder, if Bidder is an Individual

\_\_\_\_\_  
Signature of Bidder, if Bidder is a Partnership

\_\_\_\_\_  
Signature of Officer, if Bidder is a Corporation

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
**Notary Public**

My Commission expires \_\_\_\_\_

**CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIQ****For vendor doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

**2** ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_  
Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;  
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



## **ATTACHMENT D**

### **REQUIREMENTS FOR SUBCONTRACTING WITH SMALL BUSINESSES AND MINORITY BUSINESSES, WOMEN BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.**

#### **I. INSTRUCTIONS.**

Any Prime Contractor awarded a contract pursuant to this procurement must agree to comply with the subcontracting requirements set forth below. Please note that the capitalized terms used in this document are defined below in § VII.

**(1) Please read this document carefully; (2) sign the acknowledgement; and (3) complete and sign the attached “Bidder’s Proposed M/WBE Participation Form.”**

#### **II. OVERVIEW.**

Any contract resulting from this procurement must comply with: (1) the requirements in the Houston Housing Authority’s Procurement Policy (the “Policy”) and the Code of Federal Regulations (the “Code”) regarding Subcontracting with small and minority owned businesses, women business enterprises, and labor surplus area firms (the “Policy Requirements”); and (2) the Houston Housing Authority’s goal regarding Subcontracting with minority business enterprises and women business enterprises (the “HHA’s Goal”). Any person or firm that receives an award pursuant to this procurement must take affirmative steps to comply with the Policy Requirements and must use their best efforts to meet the HHA’s Goal. The Policy Requirements and the HHA’s Goal are described in detail below.

#### **III. THE POLICY REQUIREMENTS.**

Pursuant to the Policy, at § 15, and the Code, at 2 CFR § 200.321, if a Prime Contractor awarded a contract pursuant to this procurement lets Subcontracts, then the Prime Contractor must take affirmative steps to assure that, when possible, Subcontracts are let to Small Business Enterprises (“SBEs”), Minority Businesses Enterprises (“MBEs”), Women Business Enterprises (“WBEs”), and Labor Area Surplus Firms (“LASFs”). The affirmative steps a Prime Contractor who lets Subcontracts must take are:

- Placing SBEs, MBEs, and WBEs, on solicitation lists;
- Assuring that SBEs, MBEs, and WBEs, are directly solicited for bids or proposals whenever such entities are potential sources to perform Subcontracts;
- Dividing total job requirements, whenever economically feasible, into smaller tasks or quantifies to permit maximum participation by SBEs, MBEs, and WBEs, in a given project;

- Establishing delivery schedules, when the requirement permits, that encourage participation by SBEs, MBEs, and WBEs;
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce; and
- Including in Subcontracts, to the greatest extent feasible, a clause that requires Subcontractors to provide opportunities for training and employment for lower income persons who reside in the project area.

The affirmative steps listed above shall remain in effect for the duration of the Prime Contract awarded pursuant to this procurement. The HHA encourages Prime Contractors to implement these steps when acquiring the materials they need to perform their obligations under the Prime Contract.

#### **IV. THE HHA'S GOAL.**

##### **A. Overview of the HHA's Goal and related requirements.**

In addition to taking the affirmative steps outlined above in § III, a Prime Contractor who anticipates using Subcontracts to complete any work associated with this procurement must use its best efforts to satisfy the HHA's Goal regarding the participation of MBEs and WBEs in work under contracts awarded by the HHA. The HHA's Goal, as adopted by its Board of Commissioners, is that when Subcontracts are being let, at least 30% of the Prime Contract's total dollar amount is subcontracted to MBEs or WBEs, with at least 15% of the Prime Contract's total dollar amount being subcontracted to MBEs, and at least 15% being subcontracted to WBEs.

In furtherance of the HHA's Goal, a Prime Contractor awarded a contract under this procurement who intends to let Subcontracts must use its best efforts to Subcontract with MBEs and WBEs. **Specifically, a Prime Contractor letting Subcontracts must use its best efforts (1) to Subcontract at least 15% of the Prime Contract's total dollar amount to MBEs, and (2) to Subcontract at least 15% of the Prime Contract's total dollar amount to WBEs. A Prime Contractor's obligation to use its best efforts to subcontract with MBEs and WBEs in accordance with the HHA's Goal shall remain in effect for the duration of the Prime Contract, shall apply in any instance that the Prime Contractor lets Subcontracts, and shall apply equally to all Prime Contractors letting Subcontracts, regardless of whether the Prime Contractor is itself a MBE or WBE.**

A Prime Contractor must document its use of best efforts to meet the HHA's Goal. Generally, written evidence of a Prime Contractor's attempts to Subcontract with MBEs and WBEs shall suffice to document a Prime Contractor's best efforts. Written evidence may include, but is not necessarily limited to, emails, phone logs, or correspondence showing that a Prime Contractor attempted to Subcontract with MBEs and WBEs by, at a minimum, soliciting bids or quotes. Contractors may access a list of designated MBEs and WBEs at <http://www.window.state.tx.us/procurement/cmb/cmbhub.html>. In addition, upon request, the HHA may assist contractors in identifying MBEs and WBEs (but, requesting such assistance, standing alone, is not sufficient to show best efforts).

A Prime Contractor's duty to document its best efforts to meet the HHA's Goal shall remain in effect for the duration of the Prime Contract and shall apply to all Prime Contractors awarded a contract pursuant to this procurement. The HHA encourages Prime Contractors to use their best efforts to procure from MBEs and WBEs the materials necessary for the Prime Contractor to perform its obligations under the Prime Contract.

**V. CONTRACTOR'S AGREEMENT TO COMPLETE REQUIRED FORMS AND TO COOPERATE WITH THE HHA REGARDING THE POLICY REQUIREMENTS AND THE HHA GOAL.**

**All respondents to this procurement who anticipate letting subcontracts must complete and return the attached "Bidders Proposed M/WBE Participation Form" (the "Form").** Respondents should include the Form in their response to this procurement; in addition, information documenting the respondent's use of best efforts to subcontract with MBEs and WBEs should accompany the Form. If it does not anticipate letting subcontracts, a respondent must, along with its response, inform the HHA of same, and provide a brief explanation of why no subcontracts will be let. The HHA will consider as non-responsive any response that fails to include a completed Form; the HHA will, however, allow respondents an opportunity to cure a failure to include the Form with a response.

In addition to completing and submitting the Form to the HHA, any entity awarded a contract by the HHA pursuant to this procurement must provide "M/WBE Confirmation of Payment Form(s)," as necessary or as requested by the HHA. Prime Contractor must also to submit proof of payments to SBEs, MBEs, WBEs, and LASFs, as requested by the HHA, or as otherwise is required by law.

**VI. CONSEQUENCES FOR FAILING TO TAKE THE AFFIRMATIVE STEPS MANDATED BY THE POLICY REQUIREMENTS OR USING BEST EFFORTS TO MEET THE HHA'S GOALS.**

If a Prime Contractor letting subcontracts does not take the affirmative steps mandated by the Policy Requirements, use its best efforts to meet the HHA's Goal, or cooperate with the HHA with respect to the requirements set forth herein, the HHA reserves the right to refuse to award a contract to the Prime Contractor, to deem the Prime Contractor's response to a solicitation non-responsive, to terminate an existing contract with the Prime Contractor, and to bar the Prime Contractor from being awarded any future contracts by the HHA.

**VII. DEFINITIONS.**

- "Code" means the Code of Federal Regulations.
- "Form" means the "Bidders Proposed M/WBE Participation Form" included with this procurement.
- "HHA" means the Houston Housing Authority, and, for the purposes of the requirements set forth herein, the HHA's affiliates and any property management company procuring work or services for the benefit of a property owned by the HHA or its affiliates.
- "HHA's Goal" shall have the meaning set forth above in § 3.

- “LASFs” refers to labor area surplus firms. Labor area surplus firms are businesses that will expend more than fifty percent of the cost of performing a contract in areas of concentrated unemployment or underemployment, as defined by the Department of Labor and promulgated at 20 CFR Part 654.
- “MBE(s)” refers to minority business enterprises. Minority business enterprises are businesses that are at least fifty-one percent owned by one or more minority group members, or, in the case of a publically owned business, a business where at least fifty-one percent of the business’s voting stock is owned by one or more minority group members and whose management and daily operations are controlled by one or more such individuals. Minority group members include, but are not necessarily limited to: (a) Black Americans; (b) Hispanic Americans; (c) Native Americans; (d) Asian-Pacific Americans; (e) Asian-Indian Americans; and (f) Hasidic Jewish Americans.
- “Policy” means the Houston Housing Authority’s Procurement Policy.
- “Policy Requirements” shall have the meaning set forth in § II above.
- “Prime Contract(s)” means the contract awarded pursuant to this procurement that is between a respondent to the solicitation and the HHA. For all purposes herein, the term is inclusive of all change orders or amendments to the initial contract entered between the Prime Contractor and the HHA.
- “Prime Contractor(s)” means the person or entity who responds to this procurement and is awarded a contract by the HHA.
- “SBEs” refers to small business enterprises. Small business enterprises are businesses that are independently owned, not dominant in their field of operation, and not an affiliate or subsidiary of a business that is dominant in its field of operation.
- “Subcontract(s)” means the contract between the Prime Contractor and a Subcontractor entered to accomplish all or a part of the Prime Contractor’s obligations under its contract with the HHA that results from this procurement.
- “Subcontractor(s)” means a person or entity who the Prime Contractor contracts with to perform a part or all of the Prime Contractor’s obligations under the Prime Contractor’s contract with the HHA that results from this procurement.
- “WBEs” refers to women business enterprises. Women business enterprises are businesses that are at least fifty-one percent owned by a woman who is a United States citizen, or by women who are United States citizens and who control and operate the business.



## **ATTACHMENT E**

### **VIII. ACKNOWLEDGEMENT.**

The undersigned has read the foregoing “Requirements for Subcontracting with Small Businesses, Minority Businesses, Women Business Enterprises, and Labor Area Surplus Firm,” and understands and accepts the requirements and obligations set forth therein. When Subcontracting any portion of the work associated with this procurement, the undersigned agrees to take the affirmative steps stated in § III above, and agrees to use its best efforts to meet the HHA’s Goal, as stated in § IV above. The undersigned understands and acknowledges that failure to comply the requirements set forth herein may result in the HHA refusing to award a contract to the undersigned or the termination of an existing contract.

---

**Name of Firm**

---

**Complete Address**

---

**Name of Individual Completing this Form**

---

**Title**

---

**Direct Phone Number / Cell Phone Number**

---

**Direct Fax Number**

---

**E-Mail Address**

---

**Date**

---

**Manual or E-Signature**

**ATTACHMENT F**  
**BIDDER'S PROPOSED M/WBE PARTICIPATION FORM**

**Instructions**

- The HHA requires bidders (Prime Contractors) who let Subcontracts to use their best efforts to Subcontract at least 30% of a Prime Contract's total dollar amount to Minority Business Enterprises ("MBEs") or Women Business Enterprises ("WBEs").
- It is the HHA's Goal that Prime Contractors letting Subcontracts award at least 15% of the Prime Contract's total amount to MBEs **and** at least 15% of the Prime Contract's total amount to WBEs.
- The requirement that Prime Contractors letting Subcontracts use their best efforts to Subcontract with MBEs and WBEs applies to all Prime Contractors, regardless of their own status as a MBE or WBE.
- Please complete and sign the form below indicating firm Subcontracting commitments from MBEs and WBEs. Use additional pages, if necessary.
- For detailed information on the HHA's MBE and WBE Subcontracting requirements, please see Attachment D.

<b>MBEs</b>	<b>Name of MBE Subcontractor</b>	<b>Certification(s)</b>	<b>Amount of Subcontract</b>	<b>Percent of Contract Total</b>
		<b><i>Total</i></b>		

<b>WBEs</b>	<b>Name of WBE Subcontractor</b>	<b>Certification(s)</b>	<b>Amount of Subcontract</b>	<b>Percent of Contract Total</b>
		<b><i>Total</i></b>		

\_\_\_\_\_  
**Name of Firm**

\_\_\_\_\_  
**Manual or E-Signature and Date**



**HOUSTON**  
HOUSING AUTHORITY

Transforming Lives & Communities

**ATTACHMENT G**  
**HOUSTON HOUSING AUTHORITY**  
**SECTION 3 BIDDER'S REQUIREMENTS & COMMITMENT**

<b>Company Name:</b>	
<b>Name of Contact Person for Section 3 Commitment:</b>	
<b>Title:</b>	<b>Contact Number:</b>
<b>Contact Person E-Mail:</b>	
<b>Solicitation Title: Choice Neighborhood Master Developer</b>	<b>Solicitation #: QBS 23-31</b>

- I. **Background** - Section 3 of the Housing & Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (hereinafter "Section 3") requires the Houston Housing Authority ("HHA"), to the greatest extent feasible, to provide employment and contracting opportunities to low to very low-income individuals, within the City of Houston. These opportunities are created by contracts funded, directly or indirectly, by "HHA".
- II. **Benchmarks & Goals** – Success of Section 3 activities will be measured by the achievement of the following benchmarks, annually:
- 1) Data demonstrating at least 20% of the total number of labor hours worked by all workers (employed by an employer) were worked by Section 3 Workers that are defined as Low Income Individuals or Youth Build per <https://www.huduser.gov/portal/datasets/il.html>. , OR
  - 2) Data demonstrating at least 5% of the total number of labor hours worked by all workers (employed by an employer) were worked by Targeted Section 3 Workers (Public Housing residents, Section 8 participants & Youth Build).
- III. **Solicitation Requirements** - Interested parties responding to a HHA solicitation are required to include in their submission, this form (Section 3 Requirements & Commitment), which describes efforts that will be taken to engage Section 3 Participants."
- IV. **Acceptable Section 3 Activities** – Viable Section 3 opportunities are:
1. Hire Section 3 Workers to fill a minimum of 20% of the labor hours needed to honor contractual duties with HHA. (Note: Section 3 Workers can be existing/new personnel who are deemed as low to very low-income individuals, in accordance to HUD's guidelines).
  2. Provide paid on-the-job training (apprenticeship) for Section 3 Workers to enhance job skills in core duties/services related to a bidder's contractual duties with HHA.
  3. Offer subcontracting opportunities preferably to Section 3 Business Concern or other disadvantaged businesses to fulfill contractual duties with the HHA
  4. Bidder self-certify they meet at least one criterion to be a Section 3 Business Concerns; when responding to a HHA solicitation:
    - a) At least 51% is owned and controlled by low- or very-low income person; OR
    - b) Business has at least 75% of its' labor hours performed (over the most recent 3-month period) by Section 3 Workers; OR
    - c) At least 51% is owned and controlled by a Public Housing/Section 8 Participant.

- V. **Exemption from Section 3 Activities** - Bidders submitting solicitations for any of the following goods and/or services are exempt from fulfilling any Section 3 commitments:
- 1) Contracts for “material only” and do not require the hiring of new or expanded labor (office/janitorial supply contracts, etc).
  - 2) Contracts for Section 8 Project-based Vouchers and Project-based Rental Assistance
  - 3) Professional Service contracts requiring advanced degrees or professional licensing (engineers, architects, accountants, consultants, etc.)
- VI. **Section 3 Commitment** - Bidders shall identify what efforts will be taken during contractual terms to comply with HHA’s Section 3 Requirements to the greatest extent feasible. All bidders are required to select at least one (1) of the following options:

OPTIONS	QUANTIFIABLE COMMITMENT
<input type="checkbox"/> <b><u>OPTION 1 - Exempt</u></b>	Bidder is exempt due any one of the following options: <ul style="list-style-type: none"> <li>○ Contracts for “material only” and do not require the hiring of new or expanded labor (office/janitorial supply contracts, etc).</li> <li>○ Contracts for Section 8 Project-based Vouchers and Project-based Rental Assistance</li> <li>○ Professional Service contracts requiring advanced degrees or professional licensing (engineers, architects, accountants, consultants, etc.)</li> </ul>
<input type="checkbox"/> <b><u>OPTION 2 - Jobs</u></b>	Title: _____ # of Positions: _____ Pay _____ Work Hours _____ Location _____ Skills to be Acquired : _____ Qualifications: _____
<input type="checkbox"/> <b><u>OPTION 3 – Paid Training or Apprenticeship</u></b>	Title: _____ # of Positions: _____ Pay _____ Work Hours _____ Location _____ Skills to be Acquired : _____ Qualifications: _____
<input type="checkbox"/> <b><u>OPTION 4 – Sub-Contracting with Section 3 Business Concerns</u></b>	Company Name _____ Contract Amount \$ _____ % of Contract: _____ Summary of Duties: _____
<input type="checkbox"/> <b><u>OPTION 5 -Existing Section 3 Business Concern</u></b>	Bidder self-certifies they meet at least one of the following criteria to be recognized as a Section 3 Business Concern: <ul style="list-style-type: none"> <li>○ At least 51% is owned and controlled by low- or very-low income person;</li> <li>○ Over 75% of the labor hours performed for the business (over a 3-month period) are performed by Section 3 Workers;</li> <li>○ At least 51% of the business is owned and controlled by current Public Housing resident or Section 8 Assisted participant.</li> </ul>

\_\_\_\_\_  
**Name of Firm**

\_\_\_\_\_  
**Printed Name of Authorized Individual**

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

\_\_\_\_\_  
**Manual/E-signature of Authorized Individual**



## HOUSTON HOUSING AUTHORITY SECTION 3 COMPLIANCE REPORT

This report shall be completed by contractors and/or subcontractors to report completion of tasks that fulfilled Section 3 commitments to hire and/or train low-income individuals, preferably clients of HHA. This report shall be submitted with payment invoice(s) to HHA.

Submission Date:	Reporting Period:
_____ Primary Contractor	_____ Subcontractor
Company Name:	
Person completing invoice	
Project Name:	RFP #:
Amount of Contract	Amount of Current Invoice:

Hiring Commitment	# Hired this Report Period	YTD Hired during Contract	List Individuals Employed		
			Name	Title	Gross Salary Paid
# participants hired					

Training Commitment	# Trained this Report Period	YTD Trained during Contract	List Individuals Employed		
			Name	Training Title	Stipend Amount Paid
# of participants engaged in training/ apprenticeship					

Contribution Commitment	Amount Pledged	Amount Paid	Pledge Balance
Amount contributed to Self-Sufficiency Fund	\$	\$	\$

Section 3 Business Concerns	Company Name	Contract Amount Provided
Indicate how at least 25% was subcontracted to Section 3 business(es)		\$
		\$
		\$

\_\_\_\_\_  
Print Name of Person Completing Report

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Person Completing Report

\_\_\_\_\_  
Date

Attachment H QBS 23-31  
**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing

**Representations, Certifications,  
and Other Statements of Bidders**  
**Public and Indian Housing Programs**

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

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### 1. Certificate of Independent Price Determination

#### (a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

[insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[ ] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [ ] is, [ ] is not included with the bid.

### 2. Contingent Fee Representation and Agreement

#### (a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [ ] has, [ ] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [ ] has, [ ] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

### 3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.



(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) 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 on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

#### 4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,  
(b) Impair the bidder's objectivity in performing the contract work.
- [ ] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

#### 5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

#### 6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

#### 7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) [ ] is, [ ] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [ ] is, [ ] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [ ] is, [ ] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- |                        |                              |
|------------------------|------------------------------|
| [ ] Black Americans    | [ ] Asian Pacific Americans  |
| [ ] Hispanic Americans | [ ] Asian Indian Americans   |
| [ ] Native Americans   | [ ] Hasidic Jewish Americans |

#### 8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [ ] is, [ ] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [ ] is, [ ] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

**9. Certification of Eligibility Under the Davis-Bacon Act** (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder'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).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any 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).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

**10. Certification of Nonsegregated Facilities** (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

**Note:** The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

**11. Clean Air and Water Certification** (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [ ] is, [ ] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**12. Previous Participation Certificate** (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [ ] is, [ ] is not included with the bid.

**13. Bidder's Signature**

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

\_\_\_\_\_  
(Signature and Date)

\_\_\_\_\_  
(Typed or Printed Name)

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

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Address)

# Instructions to Offerors Non-Construction

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing



- 03291 -

## 1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

## 2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

## 3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

## 4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

## 5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

## 6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

## **7. Contract Award**

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

## **8. Service of Protest**

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

## **9. Offer Submission**

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

Attachment J QBS 23-31  
**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing

OMB Approval No. 2577-0157 (exp. 11/30/2023)

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**Model Form of Agreement Between  
Owner and Design Professional**

# Model Form of Agreement Between Owner and Design Professional

U. S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

OMB Approval No. 2577-0157  
(exp. 3/31/2020)

Public reporting burden for this collection of information is estimated to average 3 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. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. These contracts between a HUD grantee (housing agency (HA)) and an architect/engineer (A/E) for design and construction services do not require either party to submit any materials to HUD. The forms provide a contractual agreement for the services to be provided by the A/E and establishes responsibilities of both parties pursuant to the contract. The regulatory authority is 2 CFR 200. These contractual agreements are required by Federal law or regulation pursuant to 2 CFR Part 200. Signing of the contracts is required to obtain or retain benefits. The contracts do not lend themselves to confidentiality.

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## Introduction to Agreement

### Agreement

made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year (yyyy) of \_\_\_\_\_

Between the **Owner** (Name & Address)

and the **Design Professional** (Name, Address and Discipline)

For the following **Project** (Include detailed description of Project, Location, Address, Scope and Program Designation)

The Owner and Design Professional agree as set forth below.



---

## Article A: Services

### A 1.0 Design Professional's Basic Services

A. 1.1 Areas of Professional's Basic Services. Unless revised in a written addendum or amendment to this Agreement, in plan-ning, designing and administering construction or rehabilitation of the Project, the Design Professional shall provide the Owner with professional services in the following areas:

- Architecture
- Site Planning
- Structural Engineering
- Mechanical Engineering
- Electrical Engineering
- Civil Engineering
- Landscape Architecture
- Cost Estimating
- Construction Contract Administration

### A 1.2 Phases and Descriptions of Basic Services.

A. 1.2.1 Schematic Design/Preliminary Study Phase. After receipt of a Notice to Proceed from the Owner, the Design Professional shall prepare and deliver Schematic Design/Preliminary Study Documents. These documents shall consist of a presentation of the complete concept of the Project, including all major elements of the building(s), and site design(s), planned to promote economy both in construction and in administration and to comply with current program and cost limitations. The Design Professional shall revise these documents consistent with the requirements and criteria established by the Owner to secure the Owner's written approval. Additionally, the Design Professional shall make an independent assessment of the accuracy of the information provided by the Owner concerning existing conditions. Documents in this phase shall include:

- Site plan(s)
- Schedule of building types, unit distribution and bedroom count
- Scale plan of all buildings, and typical dwelling units
- Wall sections and elevations
- Outline specifications
- Preliminary construction cost estimates
- Project specific analysis of codes, ordinances and regulations
- Three dimensional line drawings

A. 1.2.2 Design Development Phase. After receipt of written approval of Schematic Design/Preliminary Study Documents, the Design Professional shall prepare and submit to the Owner Design Development Documents. The Design Professional shall revise these documents consistent with the requirements and criteria established by the Owner to secure the Owner's written approval. These documents shall include the following:

- Drawings sufficient to fix and illustrate project scope and character in all essential design elements
- Outline specifications
- Cost estimates and analysis
- Recommendations for phasing of construction
- Site plan(s)
- Landscape plan
- Floor plans
- Elevations, building and wall sections
- Updated three dimensional line drawings
- Engineering drawings

A. 1.2.3 Bidding, Construction and Contract Document Phase. After receipt of the Owner's written approval of Design Development Documents, the Design Professional shall prepare Construction Documents. After consultation with the Owner and Owner's attorney, if requested by the owner, the Design Professional shall also prepare and assemble all bidding and contract documents. The Design Professional shall revise these Bidding, Construction and Contract documents consistent with the requirements and criteria established by the Owner to secure the Owner's written approval. They shall, include in a detailed, manner all work to be performed; all material; workmanship; finishes and equipment required for the architectural, structural, mechanical, electrical, and site work; survey maps furnished by Owner; and direct reproduction of any logs and subsurface soil investigations. These documents shall include:

- Solicitation for Bids
- Form of Contract
- Special Conditions
- General Conditions
- Technical Specifications
- Plans and drawings
- Updated cost estimates

A. 1.2.4 Bidding and Award Phase. After written approval of Bidding, Construction and Contract Documents from the Owner, the Design Professional shall assist in administering the bidding and award of the Construction Contract. This shall include:

- Responding to inquiries
- Drafting and issuing addendum approved by Owner
- Attending prebid conference(s)
- Attending public bid openings
- Reviewing and tabulating bids
- Recommending list of eligible bids
- Recommending award
- Altering drawings and specifications as often as required to award within the Estimated Construction Contract Cost

A. 1.2.5 Construction Phase. After execution of the Construction Contract, the Design Professional shall in a prompt and timely manner administer the Construction Contract and all work re-quired by the Bidding, Construction and Contract Documents. The Design Professional shall endeavor to protect the Owner against defects and deficiencies in the execution and performance of the work. The Design Professional shall:

- o Administer the Construction Contract.
- o Conduct pre-construction conference and attend dispute resolution conferences and other meetings when requested by the Owner.
- o Review and approve contractor's shop drawings and other submittals for conformance to the requirements of the contract documents.
- o At the Owner's written request, and as Additional Service, procure testing from qualified parties.
- o Monitor the quality and progress of the work and furnish a written field report ☐ weekly, ☐ semi monthly, ☐ monthly, or ☐ This service shall be limited to a period amounting to 110% of the construction period as originally established under the construction contract unless construction has been delayed due to the Design professional's failure to properly perform its duties and responsibilities. The Owner may direct additional monitoring but only as Additional Services.
- o Require any sub-consultant to provide the services listed in this section where and as applicable and to visit the Project during the time that construction is occurring on the portion of the work related to its discipline and report in writing to the Design Professional.
- o Review, approve and submit to Owner the Contractor Requests for Payment.
- o Conduct all job meetings and record action in a set of minutes which are to be provided to the Owner.
- o Make modifications to Construction Contract Documents to correct errors, clarify intent or to accommodate change orders.
- o Make recommendations to Owner for solutions to special problems or changes necessitated by conditions encountered in the course of construction.
- o Promptly notify Owner in writing of any defects or deficiencies in the work or of any matter of dispute with the Contractor.
- o Negotiate, prepare cost or price analysis for and counter-sign change orders.
- o Prepare written punch list, certificates of completion and other necessary construction close out documents.
- o Prepare a set of reproducible record prints of Drawings showing significant changes in the work made during construction, including the locations of underground utilities and appurtenances referenced to permanent surface improvements, based on marked-up prints, drawings and other data furnished by the contractor to the Design Professional.

A. 1.2.6 Post Completion/Warranty Phase. After execution of the Certificate of Completion by the Owner, the Design Professional shall:

- o Consult with and make recommendations to Owner during warranties regarding construction, and equipment warranties.
- o Perform an inspection of construction work, material, systems and equipment no earlier than nine months and no later than ten months after completion of the construction contract and make a written report to the Owner. At the Owner's request, and by Amendment to the Additional Services section of this contract, conduct additional warranty inspections as Additional Services.
- o Advise and assist Owner in construction matters for a period up to eighteen months after completion of the project, but such assistance is not to exceed forty hours of service and one nonwarranty trip away from the place of business of the Design Professional.

A. 1.3 Time of Performance. The Design Professional's schedule for preparing, delivering and obtaining Owner's approval for Basic Services shall be as follows:

- o Schematic Design/Preliminary Study Documents within \_\_\_\_\_ calendar days for the date of the receipt of a Notice to Proceed.
- o Design Development Documents within \_\_\_\_\_ calendar days from the date of receipt of written approval by the Owner of Schematic Design/Preliminary Study documents.
- o Bidding, Construction and Contract Documents within \_\_\_\_\_ calendar days from the date of receipt of written approval by the Owner of Design Development Documents.

## A. 2.0 Design Professional's Additional Services

A. 2.1 Description of Additional Services. Additional Services are all those services provided by the Design Professional on the Project for the Owner that are not defined as Basic Services in Article A, Section 1.2 or otherwise required to be performed by the Design Professional under this Agreement. They include major revisions in the scope of work of previously approved drawings, specifications and other documents due to causes beyond the control of the Design Professional and not due to any errors, omissions, or failures on the part of the Design Professional to carry out obligations otherwise set out in this Agreement.

A. 2.2 Written Addendum or Contract Amendment. All additional services not already expressly required by this agreement shall be agreed to through either a written addendum or amendment to this Agreement.

## Article B: Compensation and Payment B.

### 1.0 Basic Services

B. 1.1 Fixed Fee for Basic Services. The Owner will pay the Design Professional for Basic Services performed as defined by A.1.2, a Fixed Fee (stipulated sum) of \$ \_\_\_\_\_ plus Reimbursable Expenses identified in Article B.2.0. Such

payment shall be compensation for all Basic Services required, performed, or accepted under this Contract.

B. 1.2 Payment Schedule. Progress payments for Basic Services for each phase of work shall be made in proportion to services performed as follows:

Phase	Amount
Schematic Design/Preliminary Study Phase	\$ _____
Design Development Phase	\$ _____
Bidding, Construction & Contract Document Phase	\$ _____
Bidding & Award Phase	\$ _____
Construction Phase	\$ _____
Post Completion/ Warranty Phase	\$ _____
Total Basic Services	\$ _____

## B. 2.0 Reimbursables

B. 2.1 Reimbursable Expenses. The Owner will pay the Design Professional for the Reimbursable Expenses listed below up to a Maximum Amount of \$ \_\_\_\_\_ Reimbursable Expenses are in addition to the Fixed Fee for Basic Services and are for certain actual expenses incurred by the Design Professional in connection with the Project as enumerated below.

B. 2.1.1 Travel Costs. The reasonable expense of travel costs incurred by the Design Professional when requested by Owner to travel to a location that lies outside of a 45 mile radius of either the Project site, Design Professional's office (s), and Owner's office.

B. 2.1.2 Long Distance Telephone Costs. Long distance tele-phone calls and long distance telefax costs.

B. 2.1.3 Delivery Costs. Courier services and overnight delivery costs.

B. 2.1.4 Reproduction Costs. Reproduction and postage costs of required drawings, specifications, Bidding and Contract documents, excluding the cost of reproductions for the Design Professional or Subcontractor's own use.

B. 2.1.5 Additional Reimbursables. The Design Professional and Owner may agree in an addendum or amendment to this Agreement to include certain other expenses not enumerated above as Reimbursable Expenses. These Reimbursables shall not be limited by the Maximum Amount agreed to above. A separate Maximum Amount for these Reimbursables shall be established.

## B. 3.0 Additional Services

B. 3.1 Payment for Additional Services. The Owner will pay the Design Professional only for Additional Services agreed to in an addendum or amendment to this Agreement executed by the Owner and the Design Professional pursuant to A.2. Payment for all such Additional Services shall be in an amount and upon the terms set out in such amendment or addendum and agreed upon by the parties. Each such amendment or addendum shall provide for a fixed price or, where payment for such Additional Services is to be on an hourly basis or other unit pricing method, for a

maximum amount; each such amendment or addendum shall also provide for a method of payment, including, at a minimum, whether payment will be made in partial payments or in lump sum and whether it will be based upon percentage of completion or services billed for.

## B. 4.0 Invoicing and Payments

B. 4.1 Invoices. All payments shall require a written invoice from the Design Professional. Invoices shall be made no more frequently than on a monthly basis. Payments for Basic Services shall be in proportion to services completed within each phase of work. When requesting such payment, the invoice shall identify the phase and the portion completed. All invoices shall state the Agreement, name and address to which payment shall be made, the services completed and the dates of completion, and whether the invoice requests payment for Basic Services, Reimbursable or Additional Services. Invoices seeking payment for Reimbursable or Additional Services must provide detailed documentation.

B. 4.2 Time of Payment. Upon the Design Professional's proper submission of invoices for work performed or reimbursable expenses, the Owner shall review and, if the work is in conformance with the terms of the Agreement, make payment within thirty days of the Owner's receipt of the invoice.

## Article C: Responsibilities

### C. 1.0 Design Professional's Responsibilities

C. 1.1 Basic Services. The Design Professionals shall provide the Basic Service set out in Article A.1.0.

C. 1.2 Additional Services. When required under this Agreement or agreed to as set out in A.2.0, the Design Professional shall provide Additional Services on the Project.

C. 1.3 General Responsibilities. The Design Professional shall be responsible for the professional quality, technical accuracy, and coordination of all designs, drawings, specifications, and other services, furnished by the Design Professional under this Agreement. The Owner's review, approval, acceptance of, or payment for Design Professional services shall not be construed as a waiver of any rights under this Agreement or of any cause of action for damages caused by Design Professional's negligent performance under this Agreement. Furthermore, this Agreement does not restrict or limit any rights or remedies otherwise afforded the Owner or Design Professional by law.

C. 1.4 Designing Within Funding Limitations. The Design Professional shall perform services required under this Contract in such a manner so as to cause an award of a Construction Contract(s) that does not exceed (1) \$ \_\_\_\_\_ or (2) an amount to be provided by the Owner in writing to the Design Professional prior to the commencement of Design Professional services. This fixed limit shall be called the Maximum Construction Contract Cost. The amount may be increased by the Owner, but only with written notice to the Design Professional. If the increase results in a change to the scope of work, an amendment to this Agreement will be required. The Design Professional and the Owner may mutually agree to decrease the Maximum Construction Contract Cost, but only by signing a written amendment to this Agreement. Should bids for the Construction Contract(s) exceed the Maximum Construction Contract Cost, the Owner has the right to require the Design Professional to perform redesigns,

rebids and other services necessary to cause an award of the Construction Contract within the Maximum Construction Contract Cost without additional compensation or reimbursement.

C. 1.5 Compliance with Laws, Codes, Ordinances and Regulations. The Design Professional shall perform services that conform to all applicable Federal, State and local laws, codes, ordinances and regulations except as modified by any waivers which may be obtained with the approval of the Owner. The Design Professional shall certify that Contract Documents will conform to all applicable laws, codes, ordinances and regulations. The Design Professional shall prepare all construction documents required for approval by all governmental agencies having jurisdiction over the project. The Design professional shall make all changes in the Bidding and Construction Documents necessary to obtain governmental approval without additional compensation or reimbursement, except in the following situations. If subsequent to the date the Owner issues a notice to proceed, revisions are made to applicable codes or non-federal regulations, the Design Professional shall be entitled to additional compensation and reimbursements for any additional cost resulting from such changes. The Design Professional, however, is obligated to notify the Owner of all significant code or regulatory changes within sixty (60) days of their change, and such notification shall be required in order for the Design Professional to be entitled to any additional compensation or reimbursement. Both the owner and design professional are responsible for ensuring that the design and construction comply with any applicable accessibility laws, including the Fair Housing Act (see 24 C.F.R. § 100.205), Sect. 504 of the Rehabilitation Act (Sect. 504), and the Americans with Disabilities Act (ADA). Compliance with Sect. 504 requires adherence to the Uniform Federal Accessibility Standards (See <https://www.access-board.gov/guidelines-and-standards/buildings-and-sites/about-the-aba-standards/ufas>) and compliance with the ADA requires adherence to the 2010 ADA standards (See [https://www.ada.gov/regs2010/2010ADASTandards/2010ADASTandards\\_prt.pdf](https://www.ada.gov/regs2010/2010ADASTandards/2010ADASTandards_prt.pdf)).

C. 1.6 Seal. Licensed Design Professionals shall affix their seals and signatures to drawings and specifications produced under this Agreement when required by law.

C. 1.7 Attendance at Conferences. The Design Professional or designated representative shall attend project conferences and meetings involving matters related to basic services covered under this contract. Attendance at community wide meetings shall be considered an additional service.

#### C. 2.0 Owner's Responsibilities

C. 2.1 Information. The Owner shall provide information regarding requirements for the project, including a program that shall set forth the Owner's objectives and schedule. The Owner shall also establish and update the Maximum Construction Cost. This shall include the Owner's giving notice of work to be performed by the Owner or others and not included in the Construction Contract for the Project. The Design Professional, however, shall be responsible to ascertain and know federal requirements and limitations placed on the Project.

C. 2.2 Notice of Defects. If the Owner observes or otherwise becomes aware of any fault or defect in the construction of the project or nonconformance with the Construction Contract, the Owner shall give prompt written notice of those faults, defects or nonconformance to the Design Professional.

C.2.3 Contract Officer. The Owner shall designate a Contract Officer authorized to act on its behalf with respect to the design and construction of the Project. The Contract Officer shall examine documents submitted by the Design Professional and shall promptly render decisions pertaining to those documents so as to avoid unreasonably delaying the progress of the Design Professional's work.

C. 2.4 Duties to Furnish. The Owner shall provide the Design Professional the items listed below.

C. 2.4.1 Survey and Property Restrictions. The Owner shall furnish topographic, property line and utility information as and where required. The Owner may at its election require the Design Professional to furnish any of these items as an Additional Service.

C. 2.4.2 Existing Conditions. The Owner shall provide the Design Professional any available "built drawings of buildings or properties, architect surveys, test reports, and any other written information that it may have in its possession and that it might reasonably assume affects the work.

C. 2.4.3 Waivers. The Owner shall provide the Design Professional information it may have obtained on any waivers of local codes, ordinances, or regulations or standards affecting the design of the Project.

C. 2.4.4 Minimum Wage Rates. The Owner shall furnish the Design Professional the schedule of minimum wage rates approved by the U.S. Secretary of Labor for inclusion in the solicitation and Contract Documents.

C. 2.4.5 Tests. When expressly agreed to in writing by both the Owner and the Design Professional, the Owner shall furnish the Design Professional all necessary structural, mechanical, chemical or other laboratory tests, inspections and reports required for the Project.

C. 2.4.6 Contract Terms. The Owner or its legal counsel may provide the Design Professional text to be incorporated into Bidding and Construction Contract Documents.

#### Article D: Contract Administration

D. 1.0 Prohibition of Assignment. The Design Professional shall not assign, subcontract, or transfer any services, obligations, or interest in this Agreement without the prior written consent of the Owner. Such consent shall not unreasonably be withheld when such assignment is for financing the Design Professional's performance.

D. 1.1 Ownership of Documents. All drawings, specifications, studies and other materials prepared under this contract shall be the property of the Owner and at the termination or completion of the Design Professional's services shall be promptly delivered to the Owner. The Design Professional shall have no claim for further employment or additional compensation as a result of exercise by the Owner of its full rights of ownership. It is understood, however, that the Design Professional does not represent such data to be suitable for re-use on any other project or for any other purpose. If the Owner re-uses the subject data without the Design Professional's written verification, such re-use will be at the sole risk of the Owner without liability to the Design Professional.

D. 1.2 Substitutions.

A. The Design Professional shall identify in writing principals and professional level employees and shall not substitute or replace principals or professional level employees without the prior approval of the Owner which shall not unreasonably be withheld.

B. The Design Professional’s personnel identified below are considered to be essential to the work effort. Prior to diverting or substituting any of the specified individuals, the Design Professional shall notify the Owner reasonably in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the contract. No diversion or substitution of such key personnel shall be made by the Design professional without the prior written consent of the Owner.

D. 1.3 Suspension. The Owner may give written notice to the Design Professional to suspend work on the project or any part thereof. The Owner shall not be obligated to consider a claim for additional compensation if the Design Professional is given written notice to resume work within 120 calendar days. If notice to resume work is not given within 120 calendar days, the Design Professional shall be entitled to an equitable adjustment in compensation.

D. 1.4 Subcontracts. The Design Professional will cause all applicable provisions of this Agreement to be inserted in all its subcontracts.

D. 1.5 Disputes. In the event of a dispute arising under this Agreement, the Design Professional shall notify the Owner promptly in writing and submit its claim in a timely manner. The Owner shall respond to the claim in writing in a timely manner. The Design Professional shall proceed with its work hereunder in compliance with the instructions of the Owner, but such compliance shall not be a waiver of the Design Professional’s rights to make such a claim. Any dispute not resolved by this procedure may be determined by a court of competent jurisdiction or by consent of the Owner and Design Professional by other dispute resolution methods.

D. 1.6 Termination. The Owner may terminate this Agreement for the Owner’s convenience or for failure of the Design Professional to fulfill contract obligations. The Owner shall terminate by delivering to the Design Professional a Notice of Termination specifying the reason therefore and the effective date of termination. Upon receipt of such notice, the Design Professional shall immediately discontinue all services affected and deliver to the Owner all information, reports, papers, and other materials accumulated or generated in performing this contract whether completed or in process. If the termination is for convenience of the Owner, the Owner shall be liable only for payment for accepted services rendered before the effective date of termination.

D. 1.7 Insurance. The Design professional shall carry Commercial or Comprehensive General Liability Insurance, Professional Liability Insurance (for a period extending two years past the date of completion of construction), and other insurance as are re-quired by law, all in minimum amounts as set forth below. The Design Professional shall furnish the Owner certificates of insurance and they shall state that a thirty day notice of prior cancellation or change will be provided to the Owner. Additionally, the Owner shall be an additional insured on all Commercial or Comprehensive General liability policies.

Insurance	Limits or Amount

D. 1.8 Retention of Rights. Neither the Owner’s review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Design Professional shall be and remain liable to the Owner in accordance with the applicable law for all damages to the Owner caused by the Design professional’s negligent performance of any of the services furnished under this contract.

Article E: Additional Requirements

E. 1.0 Contract Provisions Required by Federal Law or Owner Contract with the U.S. Department of Housing and Urban Development (HUD).

E. 1.1 Contract Adjustments. Notwithstanding any other term or condition of this Agreement, any settlement or equitable adjustment due to termination, suspension or delays by the Owner shall be negotiated based on the cost principles stated at 48 CFR Subpart 31.2 and conform to the Contract pricing provisions of 2 CFR 200.

E. 1.2 Additional Services. The Owner shall perform a cost or price analysis as required by 2 CFR 200 prior to the issuance of a contract modification/amendment for Additional Services. Such Additional Services shall be within the general scope of services covered by this Agreement. The Design Professional shall provide supporting cost information in sufficient detail to permit the Owner to perform the required cost or price analysis.

E. 1.3 Restrictive Drawings and Specifications. In accordance with 2 CFR 200 and contract agreements between the Owner and HUD, the Design Professional shall not require the use of materials, products, or services that unduly restrict competition.

E. 1.4 Design Certification. Where the Owner is required by federal regulations to provide HUD a Design Professional certification regarding the design of the Projects (24 CFR 905), the Design Professional shall provide such a certification to the Owner.

E. 1.5 Retention and Inspection of Records. Pursuant to 2 CFR 200, access shall be given by the Design Professional to the Owner, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the Design Professional which are directly pertinent to that specific Contract for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after the Owner or Design Professional and other subgrantees make final payments and all other pending matters are closed.

E. 1.6 Copyrights and Rights in Data. HUD has no regulations pertaining to copyrights or rights in data as provided in 2 CFR 200. HUD requirements, Article 45 of the General Conditions to the Contract for Construction (form HUD-5370) requires that contractors pay all royalties and license fees. All drawings and specifications prepared by the Design Professional pursuant to this contract will identify any applicable patents to enable the general contractor to fulfil the requirements of the construction contract.

E. 1.7 Conflicts of Interest. Based in part on federal regulations (2 CFR 200 and Contract agreement between the Owner and HUD, no employee, officer, or agent of the Owner (HUD grantee) shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his or her immediate family,
- (iii) His or her partner, or
- (iv) An organization that employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, or parties to sub-agreements. Grantees and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents or by Contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Neither the Owner nor any of its contractors or their subcontractors shall enter into any Contract, subcontract, or agreement, in connection with any Project or any property included or planned to be included in any Project, in which any member, officer, or employee of the Owner, or any member of the governing body of the locality in which the Project is situated, or any member of the governing body of the locality in which the Owner was activated, or in any other public official of such locality or localities who exercises any responsibilities or functions with respect to the Project during his/her tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee of the Owner, or any such governing body member or such other public official of such locality or localities involuntarily acquires or had acquired prior to the beginning of

his/her tenure any such interest, and if such interest is immediately disclosed to the Owner and such disclosure is entered upon the minutes of the Owner, the Owner, with the prior approval of the Government, may waive the prohibition contained in this subsection: Provided, That any such present member, officer, or employee of the Owner shall not participate in any action by the Owner relating to such contract, subcontract, or arrangement.

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

E. 1.8 Disputes. In part because of HUD regulations (2 CFR 200, this Design Professional Agreement, unless it is a small purchase contract, has administrative, contractual, or legal remedies for instances where the Design Professional violates or breaches Agreement terms, and provide for such sanctions and penalties as may be appropriate.

E. 1.9 Termination. In part because of HUD regulations (2 CFR 200), this Design Professional Agreement, unless it is for an amount of \$10,000 or less, has requirements regarding termination by the Owner when for cause or convenience. These include the manner by which the termination will be effected and basis for settlement.

E. 1.10 Interest of Members of Congress. Because of Contract agreement between the Owner and HUD, no member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit to arise from it.

E. 1.11 Limitation of Payments to Influence Certain Federal Transaction. The Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions Act, Section 1352 of Title 31 U.S.C., provides in part that no appropriated funds may be expended by recipient of a federal contract, grant, loan, or cooperative agreement to pay any person, including the Design Professional, for influencing or attempting to influence an officer or employee of Congress in connection with any of the following covered Federal actions: the awarding of any federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

E. 1.12 Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

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

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. Reserved.

H. Reserved.

E. 1.13 Reserved.

E. 1.14 Clean Air and Water. (Applicable to contracts in excess of \$150,000). Because of 2 CFR 200) and Federal law, the Design Professional shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857h-4 transferred to 42 USC § 7607, section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), on all contracts, subcontracts, and subgrants of amounts in excess of \$150,000.

E. 1.15 Energy Efficiency. Pursuant to Federal regulations (2 CFR 200) and Federal law, except when working on an Indian housing authority Project on an Indian reservation, the Design Professional shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163 codified at 42 U.S.C.A. § 6321 et. seq.).

E. 1.16 Prevailing Wages. In accordance with Section 12 of the U.S. Housing Act of 1937 (42 U.S.C. 1437j) the Design Professional shall pay not less than the wages prevailing in the locality, as determined by or adopted (subsequent to a determination under applicable State or local law) by the Secretary of HUD, to all architects, technical engineers, draftsmen, and technicians.

E. 1.17 Non-applicability of Fair Housing Requirements in Indian Housing Authority Contracts. Pursuant to 24 § CFR Part 1, title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), which prohibits discrimination on the basis of race, color or national origin in federally assisted programs, and the Fair Housing Act (42 U.S.C. 3601-3620), which prohibits discrimination based on race, color, religion, sex, national origin, disability, or familial status in the sale or rental of housing do not apply to Indian Housing Authorities established by exercise of a Tribe's powers of self-government. Pursuant to 24 CFR § 1000.12, other civil rights statutes do apply to Indian Housing Authorities such as, Section 504, the Indian Civil Rights Act, and the Age Discrimination Act. (29 USC 794; 25 USC 1301.1303; and 42 USC 6101-6107 respectively).

E. 1.18 Prohibition Against Liens. The Design professional is Prohibited from placing a lien on the Owner's property. This prohibition shall be placed in all design professional subcontracts.

#### **Article F: Other Owner Requirements (if any)**

(Continue on additional pages as necessary)

This Agreement is entered into as of the day and year first written above.

Owner	Design Professional
<div></div> <div>(Housing Authority)</div>	<div></div> <div>(Firm)</div>
<div></div> <div>(Signature)</div>	<div></div> <div>(Signature)</div>
<div></div> <div>(Print Name)</div>	<div></div> <div>(Print Name)</div>
<div></div> <div>(Print Title)</div>	<div></div> <div>(Print Title)</div>



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Addendum (If any)  
(Additional Services and other modifications)

This is an Addendum to a Standard Form of Agreement between Owner and Design Professional signed and dated the \_\_\_\_\_ day  
of \_\_\_\_\_ in the year (yyyy) of \_\_\_\_\_ between the Owner \_\_\_\_\_  
and Design Professional \_\_\_\_\_ on  
Project \_\_\_\_\_. The parties to that Agreement agree to modify the Agreement by the above  
delineated Additional Services and modifications.

This Addendum is dated this \_\_\_\_\_ day of \_\_\_\_\_ in the year (yyyy) of \_\_\_\_\_

Owner

Design Professional

\_\_\_\_\_  
(Housing Authority)

\_\_\_\_\_  
(Firm)

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

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

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

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

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

## **Exhibit A**

### **Overview**

#### **1. General Information**

- a. HHA is pleased to issue this Request for Proposals (RFP) for the redevelopment of an approximately 32-acre Cuney Homes public housing site. Currently, Cuney Homes consists of 533 units and is home to 1,100 residents. Located across from Texas Southern University (TSU) in the historic Third Ward, Cuney Homes is close to downtown Houston, the Museum District, and the Texas Medical Center (TMC). The site offers easy access to Highway 288, US 59, I-45, situated on the Metro Bus service route, and is conveniently located to schools, the Houston Zoo, Hermann Park, and the local YMCA.
- b. Responses to this RFP will be accepted from qualified developers with a successful record of developing and operating innovative and groundbreaking mixed-use, mixed-income developments in underserved areas that catalyze investments to reinvigorate the surrounding neighborhood. Prior successful experience working with HUD redevelopment grant programs such as HOPE VI and Choice Neighborhood is a must. A successful development partner is expected to have been awarded a Choice Neighborhood Initiative (CNI) implementation grant in the past; has implemented mixed-income housing with measurable proven success; and has a project lead who has been a significant contributor to an awarded CNI project.
- c. HHA envisions the development to contain a vibrant mix of uses including, but not limited to:
  - Mixed-income rental units.
  - Mixed-income homeownership units.
  - Multiple commercial uses.
  - Integrated open space, parks, greenspace, and recreational areas.
  - Green and resilient building construction with green infrastructure and sustainable storm water management.
  - Pedestrian connectivity within the development and to the adjacent amenities.
  - Community uses including but not limited to meeting space, environmental education, childcare, workforce, health and education centers.
- d. HHA plans to seek a \$50,000,000 Choice Neighborhood Implementation Grant (CNIG). The redeveloped Cuney Homes development will be part of a larger neighborhood-wide, on-site housing transformation plan consisting of 1,100 units.

#### **2. Changes After Award**

It is possible that after award, HHA will need to revise the service needs or requirements specified in this document. HHA reserves the right to make such changes after consultation with the selected firm.

#### **3. Contact Policy**

Contact only HHA's Procurement Department about this solicitation from the issuance of this RFP until its award. Information obtained from any other person will not affect the risks or obligations assumed by the firm or relieve the firm from fulfilling any of the conditions of the resulting award. Such contact can disqualify the firm from the solicitation process.

#### **4. Evaluation**

- a. HHA is utilizing a Qualifications-Based Selection (QBS) method of procurement through this Request for Proposals (RFP) solicitation. Under this method, Developer compensation will not be used as an evaluation factor. Responses will be evaluated by HHA's evaluation committee utilizing the evaluation criteria outlined in this RFP.
- b. Based on the committee's evaluations, HHA's Contracting Officer will determine which of the responsive firms may be capable of providing the services described in this RFP and have a reasonable chance of award (the competitive range). HHA may, at its sole discretion, enter negotiations with the highest-ranked firm in the competitive range or request additional information and/or presentations/interviews with the firm or firms considered to be in the competitive range. The evaluation committee may then re-evaluate the competitive range firms based on their original proposals and the additional information provided.
- c. HHA will negotiate compensation and other key business terms with the top-ranked firm with the intention of reaching an agreement on fair and reasonable terms and entering a Master Development Agreement ("MDA"). If an agreement cannot be reached, HHA will terminate negotiations with this firm and proceed to the next-highest rated firm until an agreement is reached on compensation and other business terms determined to be fair and reasonable.
- d. If an award is made through this solicitation, all team members identified in the response to this RFP will also be considered approved. The selected Development Partner will be required to comply with all applicable HUD regulations pertaining to procurement of contractor and technical services and identity of interests. The Development Partner will be required to follow a competitive solicitation process that is approved by HHA for all other contractors in accordance with the terms and conditions of the MDA.
- e. HHA will review all proposals and reserves the right to request necessary modifications, waive minor technicalities, reject all proposals, reject any proposal that does not meet mandatory requirement(s) or cancel this RFP, according to HHA's best interests. HHA further reserves the right to adjust its evaluation scenario if this is in HHA's best interest and consistent with good business practices.
- f. Qualifications received in response to this solicitation may be evaluated using a two-stage evaluation process. During Stage I of the evaluation process, firms will be evaluated and scored by an Evaluation Committee based on the Evaluation Criteria as described at the end of this section. HHA may decide to enter negotiations with the highest-ranked firm at this point or, at HHA's sole discretion, they may initiate a Stage II process.
- g. If utilized, during Stage II of the evaluation process HHA will allow firms that HHA has determined have a reasonable chance of being selected, to provide a presentation of their firm's experience and capabilities and to clarify any questions the Evaluation Committee may have about their firm. After completion of Stage II interviews, the Evaluation Committee will re-evaluate each of the Stage II firms. HHA will then enter negotiations with the highest-ranked firm from the Stage II evaluation.
- h. If a contract cannot be negotiated with this firm, negotiations will be terminated. HHA will then

initiate negotiations with the next highest-ranked firm. This procedure will continue until a mutually satisfactory contract has been negotiated.

- i. HHA reserves the right to make no award or decline to enter negotiations should it believe that no respondent to this RFP will be capable of delivering the necessary level of services with acceptable terms and/or time period. HHA further reserves the right to forego Stage II of the evaluation process and enter negotiations with the highest ranked firm from Stage I of the evaluation process.
- j. Contract award may be subject to approval by HHA Board and the United States Department of Housing and Urban Development (HUD), as applicable.
- k. HHA plans to award to the best overall proposal on the evaluation scale in Exhibit D:

## **5. Advertising**

In submitting a Statement of Qualifications, the firm and their consultants agree not to use the results as a part of any commercial advertising.

## **6. Assignment of Transfer**

The successful firm shall not assign or transfer any interest in the contract, in whole or part, without written approval of HHA. Claims for sums of money due, or to become due from HHA pursuant to the contract, may be assigned to a bank, trust company or other financial institution. HHA is hereby expressly relieved and absolved of all liability in the event a purported assignment or subcontracting is attempted in the absence of the firm obtaining HHA's prior written consent the contract.

## **7. Availability of Records**

The Comptroller General of the United States, the Department of Housing and Urban Development (HUD), HHA, and any duly authorized representative of each, shall have full and free access to, and the right to audit and to make excerpts and transcripts from, all pertinent books, records, documents, invoices, papers and the like, of the firm, or in the possession of the firm, which shall relate to, or concern the performance of the contract.

## **8. Cancellation**

Irrespective of any default, hereunder HHA may also at any time at its sole discretion cancel the contract in whole or in part.

In the event of cancellation, the firm shall be entitled to receive equitable compensation for all work completed and accepted prior to such termination or cancellation as shall be indicated in the contract.

## **9. Conflict of Interest**

- a. The respondent warrants that to the best of his/her/their knowledge, belief and, except as otherwise disclosed, he/she/they do(es) not have any organizational conflict of interest. Conflict of interest is defined as a situation in which the nature of work under this solicitation and the firm's organizational, financial, contractual or other interests are such that:

- Respondent may have an unfair competitive advantage; or
  - The respondent's objectivity in performing the work solicited may be impaired. In the event the respondent has an organizational conflict of interest as defined herein, the respondent shall disclose such conflict of interest fully in the Statement of Qualifications submission.
- b. The respondent agrees that if, after award, he, she or they, discover(s) an organizational conflict of interest with respect to this solicitation, he, she or they, shall make an immediate and full disclosure in writing to the HHA Contracting Officer. This shall include a description of the action, which the respondent has taken or intends to take to eliminate or neutralize the conflict. HHA may, however, disqualify the respondent or if a contract has been entered into with the respondent, terminate said contract, in its sole discretion.
  - c. In the event the respondent was aware of an organizational conflict of interest before the award of a contract and intentionally did not disclose the conflict to the HHA Procurement Manager, HHA may disqualify the respondent.
  - d. The provisions of this Section shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the respondent. The respondent shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.
  - e. No member of or delegate to the U.S. Congress or Resident Commissioner shall be allowed to share any part of the contract awarded under this solicitation or to any benefit that may arise there from. This provision shall be construed to extend to any contract made with the successful respondent.
  - f. No member, officer, or employee of HHA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which HHA was activated, and no other public official of such locality or localities who exercises in respect to the project, shall during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in any contract or the proceeds thereof resulting from this solicitation.
  - g. No member, officer or employee of the respondent selected to perform the services described above shall, during the term of their contract, or for one year thereafter, have any interest direct or indirect, in any contract that they are responsible for procuring, managing or overseeing.
  - h. HHA reserves total discretion to determine the proper treatment of any conflict of interest disclosed under this Section.

## **10. Contract Award**

The Contract for the selected Developer/Development Team shall be subject to the approval of HHA's Board of Commissioners and may be subject to approval by the U.S. Department of Housing and Urban Development.

## **11. Contract Documents**

Written contract documents will be prepared by HHA and the selected Developer Partner. Modifications may be adopted based on final negotiations and specific requirements of the contract under this RFP.

## **12. Cost of Preparing the Statement of Qualifications**

All costs incurred, directly or indirectly, in response to the Request for Proposals shall be the sole responsibility of and shall be borne by the respondents.

## **13. Disputes**

- a. **Issues Causing Protest:** Any respondent which disputes the reasonableness, necessity, or competitiveness, of the terms and conditions of this solicitation or who has been adversely affected by a decision concerning a notice of intended or actual award, may file a written notice of protest with the contact person listed in the solicitation.
- b. **Filing the Protest:** The respondent must first advise the contact person listed in the solicitation in writing within 48 hours after receipt of the bid solicitation results or intended or actual notice of award of their intent to file a formal written notice with the contact person listed in the solicitation.
- c. **Content of Formal Written Notice:** The formal written notice should be printed, typewritten, or otherwise duplicated in legible form. The formal written notice of protest should contain the information that follows:
  - The name and address of the respondent filing the protest and an explanation of how his/her/their substantial interests have been affected by the bid solicitation or by HHA's notice of intended or actual award.
  - A statement of how and when the respondent filing the protest received notice of the bid solicitation results or notice of intended or actual award.
  - A statement of all issues of disputed material fact. If there are none, the protest must so indicate.
  - A concise statement of the ultimate facts alleged, as well as HHA's policies, which entitle the respondent filing the protest to relief.
  - A demand for relief the respondent deems themselves entitled.
  - Any other information which the respondent contends is material.
- d. **Response to Protest:** Upon receipt of a timely filed Notice of Protest and meeting the above requirements, the solicitation process, or award process will be stopped until the protest is resolved. The Procurement Manager may set forth in writing particular facts and circumstances which require continuance of the solicitation process without the above-mentioned delay to avoid material increased costs or immediate or serious danger to health, safety or welfare. This written documentation will specifically detail the facts underlying the Procurement Manager's decision and will constitute final agency action.
- e. **Resolution:** The Procurement Manager may request such information pertaining to the matter, as he/she/they deem(s) appropriate. Within seven (7) days of the date that the formal written protest is referred to him/her/them, the Executive Director will notify the Respondent making the protest his/her/their decision.

## **14. Federal, State, and Local Reporting Compliance**

The firm shall provide such financial and programmatic information as required by HHA to comply with all Federal, State and local law reporting requirements.

## **15. Form of Contract**

The acceptance of the proposed firm's offer for the services specified herein will be made by issuance of a duly authorized MDA. Respondents are cautioned to make no assumptions or accept any representations by a representative of HHA concerning the award until an MDA is negotiated and executed.

## **16. Government Restrictions**

In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the goods or services offered, it shall be the responsibility of the successful firm to immediately notify HHA in writing specifying the regulation which requires alteration. HHA reserves the right to accept any such alternation, including any reasonable price adjustments occasioned thereby, or to cancel the contract at no expense to HHA.

## **17. Insurance**

- a. The selected firm shall maintain at its expense during the term of the Contract the following insurance.
  - Worker's Compensation Employer's Liability of at least in accordance with government limits.
  - Automobile Liability Insurance in an amount not less than \$5,000,000 per occurrence and \$5,000,000 aggregate.
  - Professional Liability Insurance in the amount of \$1 million.
  - General Liability Insurance in the amount of \$5,000,000 per occurrence and \$5,000,000 aggregate.
  - HHA and project instrumentalities shall be named as additional insured on all policies.
  - The selected firm shall not hold HHA and its instrumentalities liable for any personal injury incurred by their respective employees, agents or consultants, contractors or subcontractors while working on this Project.
  - The firm agrees to hold HHA and its instrumentalities harmless from any such claim by its employees, agents, consultants, contractors or subcontractors, unless a Court having jurisdiction finds there is gross negligence of an employee of HHA while acting within the scope of their employment.
- b. The insurance company covering the firm must be licensed to do business in the State of Texas and have a Best's Guide rating of "A+" or higher.
- c. Proof of Liability Insurance
  - The successful firm shall furnish to HHA a certified copy of the policy or policies covering the work as required in the specifications as evidence that the insurance required will be maintained in force for the entire duration of the contract with HHA. HHA and its instrumentalities must be listed as an additional insured. Please see Exhibit G for additional insurance requirements

**18. Laws**

The contract shall be governed by the laws of the State of Texas and applicable federal law.

**19. Non-Conformance to Conditions/Specifications/Scope of Services**

Services will be inspected for compliance with specifications. Services not conforming to specifications may not be accepted at the firm's expense. Services not provided in accordance with the Scope of Services may result in the firm being found in default. In the event of default, all procurement cost may be charged against the firm. Any violations of these stipulations may result in the firm's name being removed from HHA's Statement of Qualifications mailing list.

**20. Notices**

All written notices required to be given by either party under the terms of the contract resulting from the contract award shall be addressed to the firm at their legal business residence as given in the contract. Written notices to HHA shall be addressed as provided in the contract.

**21. Patents, Licenses, and Royalties**

The successful firm shall indemnify and save harmless HHA, its instrumentalities, and employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or not patented invention, process or article manufactured or used in the performance of the contract, including its use by HHA. If the firm uses a design, device or material covered by letters, patent or copyright and understood that the proposal prices shall include all royalties or costs arising from the use of such design, device or materials involved in the work. Further, all residual rights to Patents, Licenses and Royalties (e.g. software and license to sue same purchased) shall revert to HHA at the end of the Agreement.

**22. Payment**

- a. To the extent required and pursuant to the schedule of deliverables in accordance with the final Development Agreement negotiated by the parties HHA may make periodic payments for services provided as required under its agreement with the selected Developer/Development Team.
- b. Payment made by HHA to the selected Developer/Development Team will be in a form approved by HHA's Board of Commissioners. The invoice is to be emailed to the Project Manager. Upon review and acceptance of the invoice, payment shall be due and payable within 30 days.

**23. Performance Evaluation Meeting**

The selected firm shall be readily available to meet with representatives of HHA weekly the first month of the contract and as often as necessary to resolve all performance problems identified at these meetings.

**24. Permits and Licenses**

The successful firm shall obtain all permits and licenses that are required for performing its work. The firm shall pay all related fees and costs in connection with required permits and licenses. Proof of ownership shall be made on all software used in the execution of the contract. The firm will hold HHA harmless for any violation of software licensing resulting from breaches by employees, owners and agents of the firm.



## **25. Project Personnel**

Except as formally approved by HHA, the key Statement of Qualifications shall be for the individuals who will actually complete the work, at the proposed levels of effort. Changes in staffing must be proposed in writing to HHA and approved by HHA in writing.

## **26. Removal of Employees**

- a. HHA may request the successful firm to immediately remove from assignment to HHA and/or dismiss any employee found unfit to perform duties due to one or more of the following reasons:
  - Neglect of Duty.
  - Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
  - Theft, vandalism, immoral conduct or any other criminal action.
  - Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol or illegal substances while on assignment at HHA.

## **27. Section 3 Clauses**

Every applicant, recipient, contracting party, contractor, and subcontractor shall incorporate or cause to be incorporated a "Section 3 Clause" in all contracts for work in connection with a Section 3 covered development. All Statement of Qualifications must also include a Compliance Plan for Section 3 requirements. (See Attachment III)

## **28. Standards of Conduct**

The successful firm shall be responsible for maintaining satisfactory standards of its employee's competence, conduct, courtesy, honesty, and integrity. It shall be responsible for taking such disciplinary action with respect to any of its employees as may be necessary.

## **29. Supervision**

The successful firm shall always provide adequate competent supervision during the performance of the contract. To that effect, a qualified consultant and one or more alternates shall be designated in writing to HHA prior to contract start. The firm or his designated representative shall be readily available to meet with HHA personnel. The successful firm shall provide the telephone numbers where its representatives can be reached.

## **30. Taxes**

The successful firm is responsible for all state and federal payroll and/or social security taxes. The firm shall hold HHA harmless in every respect against tax liability.

## **31. Travel**

All travel and miscellaneous expenses will be borne by the firm selected.

## **Exhibit B**

### **Developer's Responsibilities**

#### **1. Introduction**

- a. The selected Development Partner will be expected to serve the role of Housing Lead for the CNI application. However, as stated earlier, HHA has a great deal of experience with housing development, tax credits, various forms of debt management, etc., therefore, it is HHA's expectation, that the agency will also play a significant role in the implementation of the Cuney Homes housing strategy. HHA views the arrangement as a true partnership and a capacity-building exercise. For this reason, the roles and responsibilities are anticipated to grow for HHA throughout the project. What HHA has set out below is a starting point, but HHA is interested in your thoughts of how we can best collaborate in your response to the RFP. If your vision is a little different than what we have laid out, please describe it in your response.
  - (1) Choice Neighborhoods Implementation - HHA would expect to be a participant in all aspects of the development process but would also expect the Development Partner to be highly involved in the day-to-day of the development process. HHA would expect to share with the developer: all predevelopment costs; owner's equity requirements (including deferred developer fees, if necessary); and ownership (during the tax credit period);.
  - (2) Remaining Phases of Choice Neighborhoods Implementation. HHA would expect that it would have gained capacity in the first phase of the Choice Neighborhoods Implementation.

Thereafter, HHA would expect more responsibility for predevelopment and post development management. HHA would expect developer expertise throughout the predevelopment and construction processes, and that the Development Partner would provide a guaranty of completion to HHA in addition to the guarantees being provided to the financing parties. HHA would expect that any Developer ownership interests would be minority interests. HHA would expect the developer to provide all guarantees required for the successful financing of the redevelopment effort, including completion guarantees, operating deficit guarantees, and tax credit adjuster or recapture guarantees and guarantees of performance.

- b. During Choice Neighborhood application preparation, the Development Partner will be expected to work with HHA to manage the assembled team of consultants (along with any additional consultants) necessary to prepare the application. The Development Partner will also be expected to fully participate in the preparation and submission of the Choice Neighborhood Implementation Grant Application in 2023 and in the 2022-2023 Transformation Planning Process. For purposes of the Choice Implementation Application, HHA has already assembled a team consisting of WRT (A&E firm), Sankofa Research Institute to serve as the "People Partner" and the City of Houston to serve as the "Neighborhood Partner." Resident meetings have already begun.
- c. Throughout the redevelopment effort, the Development Partner will work closely with HHA and be responsive to the needs of the Choice Neighborhood team and all stakeholders, including but not limited to HHA's residents and the surrounding community. The Development Partner will be responsible, along with HHA, for ensuring that the redevelopment plan is approved, financed and implemented in a timely fashion.

**2. While the eventual MDA will control all phases of development, the following is an expected scope of work for the development under the Choice Implementation Project.**

- Oversee and Implement Redevelopment Efforts: Provide the necessary staffing, expertise, supervision and guarantees to implement all aspects of the redevelopment fully and expeditiously as required by MDA.
- Hire and Manage Consultants and Contractors Necessary for Planning and Implementation: With input from HHA, the Development Partner will procure other consultants and/or contractors and coordinate all tasks necessary for implementation of the redevelopment plan.
- Maintain Communication Regarding Project Progress with HHA, HUD, all key stakeholders, and the larger public: HHA will establish a regular schedule of team meetings, in which the Development Partner will participate.

Moreover, the Development Partner will be responsible for submitting monthly progress reports to HHA, in such formats and media as HHA might direct, detailing project progress and milestones achieved; updated critical path schedule; budget status and projections; Section 3 and M/WBE participation and other information deemed relevant by HHA.

- Develop and Maintain Quality Control Measures: The Development Partner is responsible for ensuring the Project is implemented and managed with the highest quality standards. The Development Partner will be required to implement quality assurance and control measures to ensure effective performance by all parties in all aspects of the program.
- Develop and Maintain a Detailed Development Schedule and Critical Path Schedule: Develop and maintain a detailed schedule of events, predicated on financing deadlines that include pre-development activities, construction start, project stabilization and permanent loan close. Develop a Critical Path Schedule for all phases of construction, and lease-up and stabilization.
- Foster Resident Involvement in Project Implementation: Facilitate and foster the involvement of public housing and other neighborhood residents in the design and implementation of the redevelopment plans. In cooperation with HHA, keep residents informed of the status of the revitalization, assist in providing job opportunities for residents during and after implementation, and assist/encourage resident businesses.
- Be Responsive to Local Community, Neighborhood, and Governmental Interests: While HHA will be the lead in any communications with the City of Houston or state agencies, Developer Partner will promote and maintain good relations with community and neighborhood groups, and federal, state, and local governments.
- Compliance with Laws, Rules and Regulations: The Development Partner will comply with all applicable federal, state, and local laws, rules and regulations. The Development Partner will also establish systems and manage all Development Team Members proposed, as well as all contractors, consultants and others providing service during the redevelopment effort to ensure their compliance with applicable federal, state and local laws, rules and regulations.

- M/WBE/Section 3 Opportunities: The Development Partner will take affirmative steps necessary to assure that minority, women-owned, and disadvantaged business enterprises are used to the greatest extent feasible, and that it develops and implements a comprehensive Section 3 Program.
- Plans and Specifications: The Development Partner will be responsible for the preparation of all construction plans and specifications necessary to implement the construction of the housing phases of the project. Plans and specifications must comply with the requirements of all local, State and Federal permitting and regulatory entities; including, but not limited to, Section 504 and Uniform Federal Accessibility Standards (UFAS) and meet HUD requirements for broadband infrastructure. In addition, plans and specifications must be prepared with the intent for the project to meet the highest possible cost-effective standards for energy efficiency.

Plans and specifications must also be comprehensive and must meet or exceed industry standards of quality and sustainability. Plans and specifications must also be of the highest quality so that construction change orders and disputes are minimized. All plans and specifications will be subject to review and approval by HUD and HHA.

### **3. Financing**

- Produce an Overall Financing Plan: Produce an attainable financing plan for the overall redevelopment effort. The Financing Plan will reflect the goals of the master plan. The financing plan must demonstrate a sensitivity and approach to using public funds from any source in the most efficient manner, maximizing leveraging of such funds to the greatest extent possible.
- Financing Application(s): In accordance with the MDA, the Development Partner will work with HHA to obtain all financing necessary to implement the redevelopment plans in a timely fashion, which may include, but not be limited to: tax credits; tax-exempt bonds; federal, state and local funds; and private debt.
- Maximize the Leveraging of Public and Private Resources: The Development Partner will be expected to maximize the leveraging of public and private resources by pursuing all reasonable sources of financing and utilizing a variety of partners and partnerships. Additionally, the Development Partner will take full responsibility for securing all financing sources in a timely fashion; coordinating discussion and negotiations with financial institutions and private partners, inclusive of HHA; and ensuring HHA is involved in all aspects of the selection of financial partners to assure that proposed terms are both competitive and reasonable. In this regard, HHA expects to fully participate in the review/approval of solicitation documents, proposals, business terms and related contractual documents.
- Obtain Equity Investment: The Development Partner will obtain equity financing commitments with the best terms currently available as required by the MDA and subject to HHA's approval.
- HUD Development Proposal(s): The Development Partner will work with HHA to prepare the necessary HUD CNI, RAD, or mixed-finance development proposals and related submissions for each phase required to obtain HUD approval.
- Guarantees: In accordance with the MDA and the long-term management structure of the project

during the term of the tax credit partnership, the Development Partner will provide such guarantees required for the successful financing of the redevelopment effort.

- Operating Feasibility: As required in the MDA, structure such reserves and other resources as will reasonably guarantee the long-term operating feasibility of the Project, including HHA subsidized units, utilizing no more subsidy than committed by HHA (as applicable).
- Accounting/Financing: The Development Partner shall maintain accounting records and ensure Project financing is available at the appropriate times and utilized in the appropriate manner, in compliance with the MDA.

#### **4. Construction**

- Hire Qualified General Contractors and Oversee Construction Activities: The Development Partner will create and implement a competitive process for selecting the most qualified General Contractor. All such entities must have all necessary licenses, financial capacity and capabilities to perform the work. During construction, the Development Partner shall provide oversight and management of construction activities by coordinating with all development team members and attending job-site meetings to ensure the expeditious implementation of construction activities. As regular onsite construction monitoring is critical to the success of the project, the Development Partner must have a full-time onsite presence during the term of construction.
- Facilitate Necessary Site Improvements: Pursuant to the MDA, the Development Partner shall initiate and complete site work and infrastructure construction in collaboration with HHA, local and regional public utility agencies and other private utilities.

## **Exhibit C**

### **HHA's Responsibilities**

1. HHA's level of participation throughout the development process will be determined by the terms and conditions codified in the MDA. Given HHA's capacity and experience, HHA fully expects to play a significant role in the implementation of the housing strategy. HHA expects to develop capacity during the initial phase and handle more responsibility as the project progresses.
- HHA will lead the process, along with the City of Houston and the Developer, in preparation of the Choice Implementation Grant Materials.
  - HHA will lead the preparation for the HUD site visits related to the Choice Implementation Grant.
  - HHA will be involved in all the design processes to finalize the site plan, the building designs and floor plans and must approve each stage (schematic, design development and construction document) before the design team is authorized to begin the following stage.
  - Subject to the Choice Neighborhood Grant, HHA will contribute its land currently containing the units to the Choice Neighborhood project and take back a seller note.
  - HHA will provide property access to developer and consultants to conduct testing.
  - HHA will provide general information relating to tenant incomes, rent, operating budgets, historical cost data, family composition, handicap accommodation, PILOTs, utilities, etc.
  - HHA will lead any necessary approvals for demolition and disposition.
  - HHA will participate in the development of the solicitation documents for investors and lenders. HHA will also participate in negotiations with the selected investors and lenders and will approve the final terms and conditions of the equity or loan agreements.
  - HHA will work with construction schedules to prepare tenant relocation plans to minimize displacement and cost.
  - HHA will lead any HUD submissions; however to the extent any such documents or evidentiaries are within the knowledge or responsibility of the Development Partner to prepare or assist in preparing, HHA may direct the Development Partner to prepare or assist in preparing .
  - During construction, HHA reserves the right for itself, its authorized agents, and HUD, to enter the property at any time to inspect the Project and any work in progress for the purpose of protecting or furthering its and/or HUD's interest.
  - HHA will direct the Development Partner on all necessary communications with external stakeholders, including the City, elected officials, the current public housing residents and community residents.

- HHA expects to secure significant funding from the City of Houston, from the Texas Housing Development Agency, as well as Choice Neighborhood funding; therefore, HHA expects whatever funds it expends on the developments to be limited and only contributed after all other reasonable sources of funding (including deferred developer fees) are exhausted.
- HHA will have the right to review/approve all payments made regardless of the funding source in accordance with the terms and conditions of the MDA.
- HHA will have the right to review all project-related contracts, contract amendments and deliverables as outlined in the terms and conditions of the MDA.
- HHA and its affiliates will not be required to provide any guarantees.

## Exhibit D

### Evaluation Criteria

Factors	Maximum Points
<u>Respondent and Team Experience</u> The degree to which the respondent and its team demonstrates: <ul style="list-style-type: none"><li>• Successful experience in the planning, redevelopment, financing, construction and management of Choice Neighborhood and/or similar mixed-income transformation development projects of comparable scope and complexity.</li><li>• Successful experience in the planning, developing, financing, construction and management of affordable homeownership units of comparable scope and complexity</li><li>• Cohesion of the team, as demonstrated by previous experience working together.</li><li>• Degree to which developer would meet all applicable CNI threshold requirements established by the last published Choice Neighborhood Implementation Grant Notice of Funding Availability (NOFA)</li><li>• Degree to which developer shows a commitment to complete the due diligence and other steps necessary to submit a Choice Neighborhood Implementation Grant Application in 2023 and manage other commitments.</li><li>• Degree to which respondent demonstrates that the key staff proposed for the developer and proposed team members have significant successful experience in their respective disciplines as required for the planning, development, and operation of developments of comparable size, scope, and complexity.</li><li>• Respondent must have participated in a minimum of one Choice Neighborhood comprehensive neighborhood transformation with measurable outcomes (or a comparable mixed-income project with measurable outcomes) to be scored.</li></ul>	35
<u>Methodology</u> <ul style="list-style-type: none"><li>• Degree to which respondent demonstrates a willingness to share roles and responsibilities of the development process.</li><li>• Degree to which the respondent demonstrates knowledge of the steps, processes, and issues involved in implementing a Choice Neighborhood transformation and redevelopment project.</li><li>• Degree to which the respondent's proposed roles and key business terms provide the best value for HHA, competitiveness for the Choice Neighborhood grant application, and the success of the implementation.</li></ul>	35
<u>Financial Resources and Financial Capacity</u> <ul style="list-style-type: none"><li>• Ability to obtain, structure, and implement financing for such projects. The financial capacity as evidenced by financial statements, the firm's most recent audit and bank references, and the Development Partner's discussion of how it intends to honor all guarantees should the need arise.</li></ul>	20
<u>M/WBE Experience and Participation Plans</u> Plan for meeting or fostering M/WBE objectives as addressed in Section 4, item 6.	5
<u>Section 3 Plan/Requirements</u> Plan for meeting or fostering Section 3 objectives as addressed in Section 4, item 7.	5
<b>Total</b>	<b>100</b>



## **Exhibit E**

### **Submission Format and Requirements**

All responses to this RFP must contain the information listed below in a format, which correlates with each of the items listed in one (1) three-ring binder and on a USB flash drive as one (1) complete adobe file. Binder and flash drive must be delivered to HHA's main office in a sealed box and or envelope by the date and time listed in Section 3.0 of the solicitation.

#### **1. Cover Letter**

Provide a 1–2-page cover letter that includes the following:

- a. Summary of key information about the firm and its qualifications; in particular, a brief introduction of at least (i) one recent Choice Neighborhood project, and (ii) at least one (1) other multi-phase mixed income project (could be Choice or a project similar in scope to Choice).
- b. Describe how the Developer meets all applicable CNI threshold requirements detailed in the 2022 Choice Neighborhood Implementation Grant NOFA.
- c. Developer's commitment to submit a Choice Neighborhoods Implementation grant with HHA in 2023.
- d. Contact information for the primary contact person, including email/phone number.

#### **2. Relevant Project Experience** - In a succinct fashion, please provide a more detailed overview of the two (2) projects listed in the cover letter.

- a. Include a chart describing (by phase) the income mixing, number of units, development sources, equity investor, total development cost, closing date and completion dates.
- b. Include a description of any non-housing buildings developed in the transformation, along with sources (if applicable).
- c. Include photographs of completed work.
- d. Explain how each of the projects engaged residents and the community and how the project achieved measurable outcomes.
- e. List a project reference for high level employee still working for the client.
- f. Include a list (name, number of units, city) of all other mixed-income developments completed in the last five (5) years as well as a list of any projects currently in the pipeline and whether they are Choice Neighborhoods projects or not.

#### **3. Key Staff Experience**

- a. Provide profiles of key staff of the Respondent and other proposed team members (if applicable) that would be providing services. Include a list of similar projects they have worked on and their

roles.

- b. Please list the proposed working project manager (the key contact of developer HHA would expect to be working with throughout the project), and provide a list of his/her/their current projects making clear how this person will manage this project with other work they are currently assigned.

#### **4. Proposed Roles and Key Business Terms**

- a. Provide an explanation of Development Partner's definition of a development partnership with HHA, and demonstrate how they intend to approach a sharing of responsibilities. If the developer envisions a different structure than that proposed by HHA, please describe in this section.
- b. Provide initial proposed business terms as a starting point for negotiations, understanding HHA's intent to play a significant role in implementation:
  - Please provide an affirmative statement that any work by developer specifically attributed to applying for the Choice Neighborhoods Grant will not be charged to HHA.
  - HHA's budget for master planning and submission of Choice Neighborhoods Implementation Grant is approximately \$700,000. HHA already secured a \$450,000 grant from HUD for master planning. Would developer be willing to share a portion of the remaining cost? If so, how much?
- c. Development Phase
  - Proposed sharing of total Pre-development Costs (%).
  - Proposed Developer fee split (%).
  - Developer commitment to including project and construction management expenses within their Developer Fee.
  - Proposed ownership in the ownership entity (%).
  - Developer's requirements relating to property management and, if Developer intends to be the manager, an explanation of its experience in managing similar projects.
  - Developer commitment to include HHA in all financing solicitations and approvals.
  - Developer's role in providing guarantees.
  - Describe the back-end buyout of the developer from the ownership structure at the end of the tax credit partnership.

**5. Financial Capacity**

Please describe the financial capacity of the entity to be the developer of this Choice Neighborhoods project, along with all the other work in its pipeline. Please be specific. The top ranked developer will be expected to confirm its narrative with audited financial statements.

**6. M/WBE Experience and Participation Plans**

- a. Describe Respondent's experience with DBE/MBE/WBE contracting on prior projects.
- b. Describe Respondent's plans for maximizing DBE/MBE/WBE contracting for HHA projects.

**7. Section 3 Plan**

Section 3's intent 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.

- a. Describe Respondent's past experience with Section 3 contracting on prior projects.
- b. Describe Respondent's plans for maximizing Section 3 contracting for HHA projects.

**8. Required Certifications and Additional Forms**

Complete the certifications and additional forms provided in Attachments A through J and Exhibit F.

**PLEASE DO NOT RETURN THIS AND THE PREVIOUS PAGES**

## **Exhibit F**

### **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

**OFFEROR SHALL INDEMNIFY, DEFEND, AND HOLD THE HOUSTON HOUSING AUTHORITY AND THEIR OFFICERS, AGENTS AND EMPLOYEES (THE "INDEMNIFIED PERSONS") HARMLESS FROM ALL LIABILITY, LOSS OR DAMAGE, INCLUDING ATTORNEY FEES AND EXPENSES, RESULTING FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER ASSERTED BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE INDEMNIFIED PERSONS' OR CONTRACTOR'S EMPLOYEES), FOR PERSONAL INJURY, DEATH, OR FOR LOSS OF OR DAMAGE TO ANY AND ALL PROPERTY IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH CONTRACTOR'S PERFORMANCE HEREUNDER.**

**OFFEROR SHALL BE RESPONSIBLE FOR ALL DAMAGE AND LOSS SUSTAINED BY IT TO ITS TOOLS AND EQUIPMENT UTILIZED IN THE PERFORMANCE OF CONTRACTORS SERVICES HEREUNDER.**

**NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, OFFEROR INDEMNIFICATION OF THE INDEMNIFIED PERSONS IS LIMITED TO \$1,000,000 PER OCCURRENCE.**

**THE HOUSTON HOUSING AUTHORITY SHALL NOTIFY OFFEROR OF ANY CLAIM THE HOUSTON HOUSING AUTHORITY RECEIVES NOTICE OF ASSERTED AGAINST THE INDEMNIFIED PERSONS WITH RESPECT TO WHICH INDEMNIFIED PERSONS ARE INDEMNIFIED AGAINST LOSS BY OFFEROR HEREUNDER WITHIN FIFTEEN (15) DAYS OF THE HOUSTON HOUSING AUTHORITY'S RECEIPT OF NOTICE OF SUCH CLAIM, AND SHALL PROMPTLY DELIVER TO CONTRACTOR THE ORIGINAL OR A TRUE COPY OF ANY SUMMONS OR OTHER PROCESS, PLEADING, OR NOTICE ISSUED OR SERVED IN ANY SUIT OR OTHER PROCEEDING TO ASSERT OR ENFORCE ANY SUCH CLAIM. IF THE AUTHORITY OR ANY OF THE INDEMNIFIED PERSONS DO NOT PROVIDE THIS NOTICE WITHIN THE FIFTEEN (15) DAY PERIOD, IT DOES NOT WAIVE ANY RIGHT TO INDEMNIFICATION EXCEPT TO THE EXTENT THAT OFFEROR IS PREJUDICED, SUFFERS LOSS, OR INCURS EXPENSE BECAUSE OF THE DELAY.**

**FOLLOWING SUCH NOTIFICATION, AND EXCEPT AS OTHERWISE PROVIDED BELOW, OFFEROR SHALL DEFEND ANY SUCH SUIT AT ITS SOLE COST AND EXPENSE WITH ATTORNEYS OF ITS OWN SELECTION WHO ARE REASONABLY SATISFACTORY TO THE AUTHORITY.**

**OFFEROR SHALL CONTROL THE DEFENSE AND ANY NEGOTIATIONS TO SETTLE THE CLAIM, BUT THE INDEMNIFIED PERSONS SHALL HAVE THE RIGHT, IF THEY SEE FIT, TO PARTICIPATE IN SUCH DEFENSE AT THEIR OWN EXPENSE. OFFEROR SHALL HAVE THE POWER TO SETTLE THE CLAIM WITHOUT THE CONSENT OR AGREEMENT OF THE AUTHORITY UNLESS THE SETTLEMENT WOULD (I) RESULT IN INJUNCTIVE RELIEF OR OTHER EQUITABLE REMEDIES OR OTHERWISE REQUIRE THE INDEMNIFIED PERSONS TO COMPLY WITH RESTRICTIONS OR LIMITATIONS THAT WOULD ADVERSELY AFFECT THE INDEMNIFIED PERSONS, (II) REQUIRE THE INDEMNIFIED PERSONS TO PAY AMOUNTS THAT OFFEROR DOES NOT FUND IN FULL, (III) NOT RESULT IN THE INDEMNIFIED PERSONS' FULL AND COMPLETE RELEASE FROM ALL LIABILITY TO THE CLAIMANTS OR OTHER PARTIES THAT ARE PARTIES TO OR ARE OTHERWISE BOUND BY THE SETTLEMENT OR (IV) ESTABLISH A PRECEDENT(S) WHICH THE INDEMNIFIED PERSONS, IN THEIR SOLE DISCRETION INDIVIDUALLY OR IN THEIR COLLECTIVE DISCRETION AS A GROUP, DETERMINES IS NOT IN THE BEST INTEREST OF THE INDEMNIFIED PERSONS.**

**IF OFFEROR NOTIFIES THE HOUSTON HOUSING AUTHORITY IN WRITING WITHIN TEN (10) DAYS AFTER RECEIPT OF THE HOUSTON HOUSING AUTHORITY'S WRITTEN NOTICE OF A CLAIM AND REQUEST FOR INDEMNIFICATION THAT IT ELECTS NOT TO DEFEND THE CLAIM, THE HOUSTON HOUSING AUTHORITY OR ANY OF THE INDEMNIFIED PERSONS SHALL ASSUME AND CONTROL THE DEFENSE AND ALL DEFENSE EXPENSES SHALL CONSTITUTE AN INDEMNIFICATION LOSS.**










## **Exhibit G**

### **Insurance Requirements**

Prior to the execution of a contract, the Successful Offeror(s) shall furnish evidence of all appropriate and applicable insurance coverage carried by the Offeror including policy coverage periods. "HHA" shall be with certificates of insurance showing that the following insurance is in force and will insure all operations under this solicitation, and name "HHA" as an additional insured. Required insurance levels are as follows:

1. Workers' compensation in accordance with the State of Texas rules and regulations.
2. General liability insurance with a single limit for bodily injury of \$1,000,000 per occurrence and property damage limit of no less than \$1,000,000 per occurrence. The insurance may have a combined aggregate of coverage amounting to no less than \$2,000,000. Such insurance shall protect Offeror against claims of bodily injury or death and property damage to others. The insurance shall cover the use of all equipment, hoists and vehicles used on the site(s) not covered by Offerors automobile liability. If Offeror 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 agreement and the extended reporting period may not be less than five (5) years following the completion date of the agreement.
3. Automobile liability on owned and non-owned motor vehicles used on the site(s) or in connection herewith for a combined single limit of bodily injury and property damage of not less than \$1,000,000 per occurrence.
4. Umbrella/Excess form of liability coverage of \$10,000,000. Such Umbrella/Excess insurance to apply over Commercial General Liability, Business Auto and Employers Liability.

All insurance shall be carried with companies that are financially responsible and admitted to do business in the State of Texas. Offeror shall not permit the insurance policies required to lapse during the period for which the agreement is in effect. All certificates of insurance shall provide that no coverage may be cancelled or non-renewed by the insurance company until at least thirty (30) day's prior written notice has been given to "HHA".

Exhibit H: General Information about the Firm					
Sign Your Name to the Right of the Arrow 					
If completing this document in Adobe, an electronic signature is acceptable to HHA.					
Your signature indicates you read and agree to “HHA’s General Instructions to Suppliers” ( <a href="http://www.housingforhouston.com">www.housingforhouston.com</a> ) and that you are authorized to bind the firm or are submitting the response on behalf of and at the direction of the firms’ representative authorized to contractually bind the firm. I represent that the firm or its applicable representative(s) has reviewed the information contained in this Solicitation Package and that the information submitted is accurate.					
Printed Name and Title 					
Company Name 					
Street Address 					
City/State/Zip 					
Contact Person (Please Print Clearly) 					
Telephone Number 					
Cell Number 					
Firm’s E-Mail Address (Please Print Clearly) 					
Addenda					
Addenda are at <a href="http://www.housingforhouston.com">www.housingforhouston.com</a> . Click on “Doing Business with HHA” and then on “Current Solicitations” to find addenda. Please check for addenda prior to submitting a proposal.					
Acknowledge addenda have been issued by checking below as appropriate:					
None <input type="checkbox"/>	Addendum 1 <input type="checkbox"/>	Addendum 2 <input type="checkbox"/>	Addendum 3 <input type="checkbox"/>	Addendum 4 <input type="checkbox"/>	Addendum 5 <input type="checkbox"/>
Statistical Information (Check all the apply)					
This firm is at least 51% owned and operated by a woman					Yes <input type="checkbox"/> No <input type="checkbox"/>
This firm qualifies as a small business by the State of Texas <i>Total gross receipts of not more than \$10,000,000 average over a three-year period <b>OR</b> employs no more than 99 persons on a full-time basis</i>					Yes <input type="checkbox"/> No <input type="checkbox"/>
This firm qualifies as Section 3 business (as defined by HUD): <i>It is at least 51% owned by a Public Housing resident or it employs Section 3 residents for at least 30% of its employee base; or it commits to subcontract at least 25% of the project’s dollars to a Section 3 business.</i>					Yes <input type="checkbox"/> No <input type="checkbox"/>
This business is owned & operated by persons at least 51% of the following ethnic background:					
Asian/Pacific <input type="checkbox"/>	Black <input type="checkbox"/>	Hasidic Jew <input type="checkbox"/>	Hispanic <input type="checkbox"/>	Native Americans <input type="checkbox"/>	White <input type="checkbox"/>



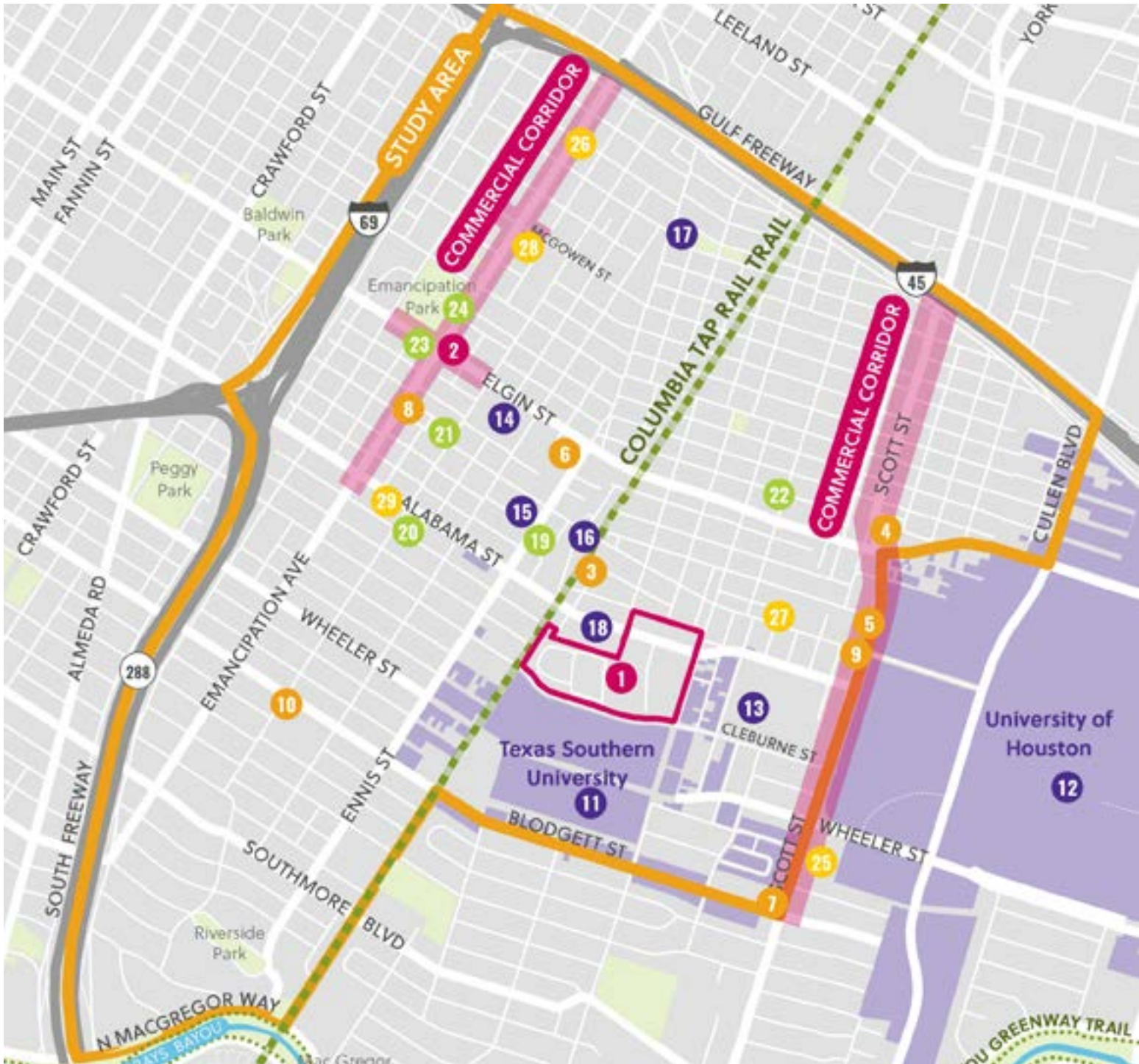


THIRD WARD-CUNEY HOMES CHOICE NEIGHBORHOOD PLAN

# VISION FRAMEWORK & HOUSING PROGRAM

4 AUGUST 2022





## Welcome to our Choice Neighborhood!

### LEGEND

#### Housing

- 1 Cuney Homes
- 2 The Affordable Housing Operations Center

#### Resources and Supportive Services

- 3 Columbia Tap Trail
- 4 METRO Light Rail - Elgin Third Ward
- 5 Scott Street Corridor
- 6 Riverside General Hospital (former)

- 7 Frenchy's Chicken
- 8 The Doshi House

- 9 Frost Bank
- 10 Unity Bank

#### Education & Child Services

- 11 Texas Southern University
- 12 The University of Houston
- 13 Yates High School
- 14 Baylor College of Medicine Academy at Ryan Middle School

- 15 Blackshear Elementary School
- 16 Workshop Houston
- 17 Yellowstone Academy
- 18 C-STEM Inc

#### Community

- 19 Third Ward Multi Service Center
- 20 Shape Community Center
- 21 Project Row Houses
- 22 Change Happens!
- 23 The historic Eldorado Ballroom

- 24 Emancipation Park, Pool, and Cultural Center

#### Religious

- 25 Wheeler Avenue Baptist Church
- 26 Wesley AME Church
- 27 Holman Street Baptist Church
- 28 Trinity East United Methodist Church
- 29 Houston Praise & Worship Center

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Transformation

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# Planning for Transformational Change

With the help of a generous grant from the U.S. Department of Housing and Urban Development (HUD), the Houston Housing Authority (HHA) and the City of Houston embarked on a Choice Neighborhoods Initiative (CNI) planning process in December 2020. The process will lead to a Neighborhood Plan centered around the redevelopment of the Cuney Homes public housing site and reinvestment in the historic Third Ward. The final plan will be submitted to HUD for approval on April 14, 2023.

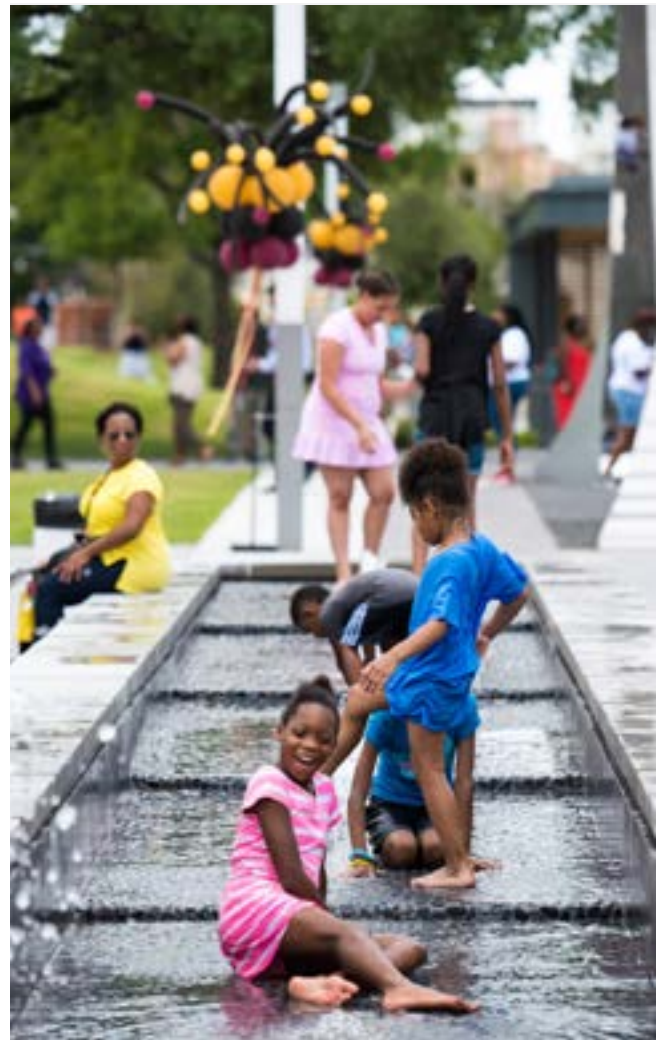
**The importance of this project to the preservation and revitalization of this historic African-American community cannot be highlighted enough.** Once a thriving self-sufficient neighborhood, this community was cut-off from the rest of the city by a series of highways, lost significant population as segregation lessened and more affluent residents moved out, and experienced significant disinvestment and deterioration, leaving the neighborhood infrastructure decimated and few resources remaining for residents to make ends meet. The neighborhood's proximity to downtown Houston, major anchors such as the University of Houston and Texas Southern University, and public transit (described below) combined with the cost of property in recent years have made the Third Ward a target of outside investors and developers. Skyrocketing prices for housing pose a significant threat to retaining existing residents and encroaching gentrification is quickly eroding the historic fabric.

This is a story that has played out in many large cities across the country. But the ending of this story must be different. **It must illustrate how meaningful transformation can occur in our most challenged communities, for we, as a nation, must figure out a**

**way to lift up our most vulnerable citizens—for their well-being and all of ours, if we want to remain competitive as a nation.**

Although not yet complete, the Third Ward-Cuney Homes Choice Neighborhood Plan will be aspirational yet achievable. The plan will not be meant to sit on a shelf; rather **goals and strategies will have clear partners to lead them, timelines for completion, and metrics to measure progress.**

*The neighborhood plan and program are being developed to be competitive for a Choice Neighborhoods Initiative Implementation Grant with an application planned to be submitted in 2023.*







To this day, residents continue to fight for hope, for a chance to have equal opportunities to support themselves, to live life with dignity, and to thrive.

⬆ I love Third Ward at Project Row Houses by artist and local resident Marc Newsome.

SOURCE: THE BUZZ MAGAZINE

⬆ Artistic expression reflects the community's culture and spirit of activism across the neighborhood.

SOURCE: WRT

⬅ Emancipation Park is the historical, spiritual, and physical heart of the Third Ward,

SOURCE: AYALA VARGAS PHOTOGRAPHY

## A glimpse of history

Between 1910 and 1930, the Black population exploded in the Third Ward, jumping from 22,929 to 66,357 and it became the epicenter of Black life, filled with a thriving community of skilled tradespeople, teachers, doctors, and community leaders. And for generations that followed, **the Third Ward was the political, economic, and cultural center of Houston's African-American community.**

Emancipation Park is the neighborhood's historical, spiritual, and physical heart built on land purchased by former slaves for the community to celebrate its freedom (Juneteenth). The Third Ward's rich cultural history includes the City's oldest black church, the famous Eldorado Ballroom, and Texas Southern University, one of the nation's largest historically black colleges and universities (HBCU) that serves over 9,500 students.

The neighborhood is also home to Houston's first and longest-standing public housing development, Cuney Homes. Built in 1939, the community is named after Norris Wright Cuney, a prominent African-American leader who used his resources in politics to fund schools and colleges for African Americans and opposed segregation in public schools. **It is at Cuney Homes, where George Floyd grew into a young man who did not see possibilities to support his family. Eventually he left his family to go to Minneapolis to find work, but never returned.**

This is the historical foundation that is shaping every aspect of this plan. And this is the reason that it requires a visionary developer to partner with the Houston Housing Authority, the City of Houston, area stakeholders, and residents to see the plan come to fruition.

*Please see the Outline with Content to be inspired further by the history of the Third Ward (see "For Further Reference" for link).*

Band celebrating  
Juneteenth in  
Emancipation Park, 1900s

SOURCE: EMANCIPATION  
PARK CONSERVANCY







*Historic picture of Houston Negro Hospital, the first hospital in the city to serve black residents and to allow doctors and nurses to practice.*

SOURCE: CHRON



*Historic picture of the community enjoying the Eldorado Ballroom.*

SOURCE: KQED



*This mural by local artist Jonah Jackson, who grew up in the Third Ward, was designed to bring the community together after his death.*

SOURCE: UNIVERSITY OF TEXAS AT SAN ANTONIO



# Life in the Third Ward Today

Today the Third Ward is under intense development pressure and at risk of losing its rich history. Disinvestment has led to severe deterioration and the people who call Cuney Homes and Third Ward home struggle to keep their community intact and to support their basic needs.

The Choice Neighborhood, which encompasses most but not all of the Third Ward, had an estimated population of 13,888 and 5,686 households in 2020 with modest growth expected through 2025. Of the current residents, 81.7% are African American compared with 23.1% in the City and there is a growing Hispanic population of 13.3%. The median age is 36.6 compared to 33 years for the City. While the neighborhood has a mix of incomes, there is a high proportion of low-income households—29.4% earn less than \$15,000. **The median household income for the neighborhood is \$28,174 compared to the City at \$53,450. Over three quarters or approximately 4,274 of the existing housing units are rental properties.** The high rate of vacancy at 24.7% adds another layer of vulnerability as do rapidly increasing housing values. In 2020, the median housing value for a home in the neighborhood was \$240,881 versus \$195,800 for the City at large.

For residents of Cuney Homes, these challenges are compounded further. Nearly 90% of the population is African American and the median household income is \$9,528. The rate of unemployment is double that of the Choice neighborhood as is the number of single-parent households.

## Displacement and Gentrification Pressures

Houston added over 1.1 million residents in the last decade. With the Third Ward in close proximity to downtown, mass transit, and major educational institutions, the neighborhood is facing displacement pressures from more people who are attracted to living in the areas surrounding downtown. With lower property values, the Third Ward has become

attractive to developers, fueling private-sector investors who see a market for new market-rate housing.

New units are being developed well beyond the price points of existing residents, fueling fears that the African-American history and culture of the Third Ward will be lost. While long-time residents would like to see investment and new services such as grocery stores, restaurants, and other amenities, they would also like to be able to maintain the community character and affordability and have a place in the neighborhood's resurgence. **With over 68% of neighborhood household incomes at less than \$50,000 and a high percentage of renters, the fear of displacement is a genuine threat for the Third Ward's African-American community and along with it the loss of African-American culture.**



Mini-mural next to Emancipation Park

SOURCE: HOUSTON CHRONICLE

Other threats, which have been heightened by the COVID-19 pandemic, include:

- Housing inadequacy
- Physical and mental health and wellness
- Healthy food access and food insecurity
- Meaningful, self-sustaining employment
- Safety

*Addressing these challenges and lifting up existing residents of Cuney Homes and Third Ward so that they may support themselves and remain in the neighborhood are the main objectives of this plan. The goals of the housing, neighborhood and people components of the plan are being developed synergistically for maximum impact.*

	CITY OF HOUSTON	CHOICE NEIGHBORHOOD	CUNEY HOMES
<b>Population</b>	2,316,797	13,888	1,124
<b>Age</b>			
Median age	33.4	36.6	20
Under 15	21%	17%	47%
15-24	13.2%	17.2%	6%
25-34	18.7%	13.5%	14%
35-64	36.1%	37.2%	27%
65+	11.3%	14.8%	6%
<b>Race &amp; Ethnicity</b>			
Black	23.1%	81.7%	89.5%
White	54.5%	8.3%	8.8%
Other	22.4%	10%	1.69%
Hispanic	45.8%	13.3%	9.6%
<b>Poverty rate</b>	20.1%	N/A	39%
<b>Unemployment</b>	5.4%	14.3%	31.8%
<b>Households</b>			
# households	876,504	5,686	508
Avg household size	2.6	2.28	3.15
Single mother households (2010)	14.9%	14.8%	35.8%
Median household income	\$52,450	\$28,174	\$9,528
<b>Housing</b>			
Total # units	987,158	7,535	553
Homeownership rate	37.6	18.7	Not applicable
Vacancy	11.2%	24.5%	6.1%
Median home value	\$195,800	\$240,881	Not applicable

SOURCE: CUNEY HOMES DATA: HOUSTON HOUSING AUTHORITY; CHOICE NEIGHBORHOOD DATA: ESRI COMMUNITY AND INCOME PROFILE 2020 ESTIMATES (UNLESS OTHERWISE NOTED); CITY OF HOUSTON DATA: ACS 2019 (UNLESS OTHERWISE NOTED)



Eleven residents who live at either Cuney Homes or within Third Ward are serving as Ambassadors to encourage participation in the planning process and share information with their peers.



SOURCE: WRT



## Planning and Engagement Process

For this plan to be realized and to have the impact we hope it will, it must be shaped by the community. From the start, the planning process has strived to be as inclusive and transparent as possible bringing together residents of Cuney Homes and the Third Ward with area stakeholders and planning partners, including many who have worked on recent neighborhood redevelopment plans and initiatives. Residents sit on all three task forces (housing, people, neighborhood) and all members of the community have been (and will continue to be) invited to attend the monthly task force meetings, large community meetings, a Neighborhood Leadership Series, and special events.

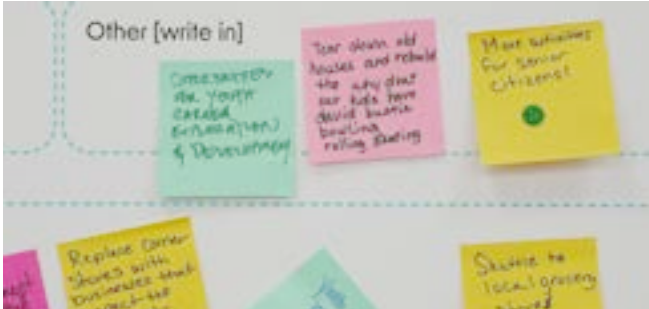
A comprehensive survey was administered to Cuney Homes residents at the start of the planning process with 68% of households participating. Findings from the 2019 Third Ward Comprehensive Needs Assessment are also being used to help shape the vision, goals, and strategies. In addition, eleven community ambassadors have been selected to serve as liaisons between residents and planning partners to ensure as many voices are heard as possible. They are

receiving ongoing leadership training, encouraging participation in the process among their networks of friends and neighbors, and leading special events and conversations to gather additional feedback. Residents and ambassadors are also serving alongside planning partners on an Early Action Activities Committee to plan and implement some neighborhood improvement projects to jumpstart transformation and build momentum.

Going forward, residents and ambassadors will join the Developer Selection Committee to review responses to this solicitation and select a developer partner. They will also serve in a similar role during implementation of the Choice Neighborhood Plan by sitting on Task Forces and Working Groups that will be established.

The vision and priorities outlined below are a direct result of this approach to planning with the community.

***For more information on the engagement activities, please refer to the Outline with Content and also the project website: [ThirdWardChoice.com/events](https://ThirdWardChoice.com/events)***



◀ Ambassadors hard at work at the Housing Workshop, June 2022  
SOURCE: WRT

▶ Cuney Homes Open House input, June 2022  
SOURCE: WRT



◀ Residents participating in a group exercise during the Neighborhood Visioning Workshop, June 2022  
SOURCE: WRT

(bottom)  
Residents shared their ideas during the Housing Visioning Workshop, June 2022  
SOURCE: WRT





# Community Priorities and Vision for Transformation

## NEIGHBORHOOD FRAMEWORK

The Cuney Homes site spans approximately 33 acres and sits adjacent to two major anchors — Texas Southern University and Yates High School — and is within walking distance of the University of Houston. It is served by multiple bus routes and a regional rail line and straddles a planned Bus Rapid Transit corridor. Running along its western edge is a 4-mile converted rail trail, the Columbia Tap Trail, that extends to downtown. **Between the scale of the Cuney Homes site and the access to transit, the redevelopment of Cuney Homes alone has the potential to greatly re-shape the character of the neighborhood. But this place-based initiative aims to increase its impact on the neighborhood more significantly by targeting several highly visible activity nodes for additional housing and placemaking improvements to propel the vision for neighborhood transformation forward.**

The community-driven vision that is emerging is that of an organic, authentic African-American community that celebrates and builds on the neighborhood's history as a self-reliant, self-sufficient, creative, accomplished, and civic-minded community. It doesn't want to look like every other part of the city; it wants to embrace and project its own unique culture; and reflect the community's traditions of social activism and artistic expression while celebrating stories of those who have achieved great things. **The vision is to create a place that nurtures black entrepreneurs and businesses through incubator spaces and programs that allow residents to create their own opportunities to thrive; a place where children can grow peacefully and safely into responsible self-supporting adults.**

WHERE WE CAN BUILD  
& PASS DOWN  
HOUSEHOLD WEALTH

AFFORDABLE

A BEAUTIFUL,  
COMFORTABLE, SAFE  
PLACE TO CALL HOME

GREEN  
SPACES

PLACE OF  
GROWTH &  
COMMUNITY

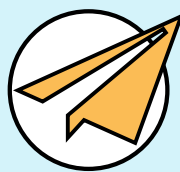
FRESH PRODUCE AT  
GOOD PRICES

WHERE NATURE,  
HEALTH & SAFETY  
ARE INTEGRATED  
TO SUPPORT  
COMMUNITY  
WELLBEING



These aspirations are articulated in a set of guiding principles that are forming the basis of the Neighborhood Plan goals and strategies and that will be used to guide implementation.

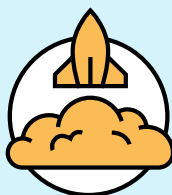
The goal of this place-based initiative is to have an impact on the neighborhood that goes far beyond the Cuney Homes site, knitting together the objectives of ongoing efforts to create lasting change.



**Create vibrant destinations** to strengthen the local economy (walkable, mixed-use corridors with housing, and local businesses).



**Build household wealth** by creating job opportunities and skills training for neighborhood residents in partnership with local anchor institutions.

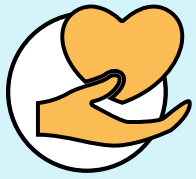


**Promote quality businesses** by addressing nuisances, creating pop-up shops, and building the capacity of local entrepreneurs to launch and grow businesses.



**Increase transportation access** through an affordable, multi-modal transit network that provides convenient access to Cuney Homes, the neighborhood, and the city.





### Improve community health and wellness

by increasing access to support services, quality healthcare, affordable fresh food, and safe outdoor recreation.



### Ensure residents of all ages can thrive

in the neighborhood by creating social, educational, and recreational opportunities for youth and seniors.



### Integrate quality, affordable housing

and retain existing residents through tools that limit displacement and increase economic support to existing homeowners and renters.



### Address neighborhood safety concerns

by building stronger relationships, expanding local programs, ensuring safe mobility, and addressing loitering.



### Enhance the physical environment

by honoring the history and creating a positive identity through a coordinated art, branding, and placemaking strategy that in part, repurposes vacant lots.



### Empower the community

through neighborhood planning, inclusion, and advocacy.



### Celebrate People, History, + Culture

by building and strengthening the sense of place and community through cultural programming and preservation efforts.

The four, highly visible character areas we have identified can anchor the foundation of an intentional, shared vision and act as a catalyst for forward momentum.



While still nascent, the Neighborhood Plan Framework is illustrated in the diagram at right. There are essentially four focus areas in addition to the Cuney Homes site. These areas have been identified as catalyst sites because of the assets and services they provide, their high visibility and potential to demonstrate and advance change, and clusters of vacancies:

- Cuney Homes and sites immediately adjacent to it
- Alabama Avenue (a planned BRT corridor)
- Emancipation Avenue (the spiritual and historic heart of Third Ward)
- Former Riverside Hospital Redevelopment (an innovative health and wellness hub reimagining the City's first African-American Hospital and Nursing School)
- Scott Street Corridor (a transit-oriented town-gown corridor in its infancy)

Each focus area is distinct for the resources and experiences it offers yet the areas are connected by major arteries and designed to work in unison to establish a place that is uniquely Third Ward.

**The hope is that by creating this framework and focusing energy, attention, and investments on these focus areas initially, the private market will eventually support the vision with investment activity rather than continuing the scattered pattern of site-specific development that is not part of a larger vision.**



(top)  
*Cuney Homes entrance  
from Cleburne Avenue.*

SOURCE: HHA

(bottom)  
*The Scott Street corridor  
is primarily auto-oriented  
but new development  
is adding density and  
creating more of a street  
edge to leverage the  
existing METRORail  
Purple Line.*

SOURCE: GOOGLE MAPS



LEGEND

- 3W-Cuney Homes Planning Area
- Complete Streets (completed)
- Complete Streets (proposed)
- Neighborhood Corridor
- Planned Bus Rapid Transit
- Proposed Placemaking Node
- Cuney Homes Site
- Off-site Focus Area
- Planned or Completed Anchor Development

- Potential Opportunity for Anchor Development
- 1 Former Riverside Hospital Redevelopment
- 2 Legacy Community Health Clinic & Law Harrington Senior Living Center
- 3 Change Happens! The Citadel, Independent Living Community
- 4 Wesley Chapel AME Redevelopment Project

- A Emancipation Focus Area
- B Alabama Focus Area
- C Elgin Focus Area
- D Scott Focus Area

Neighborhood Framework Plan.

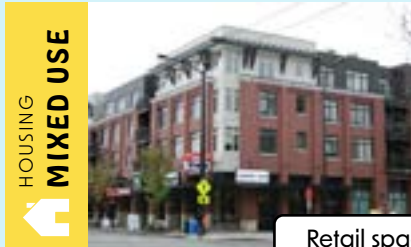




## Emancipation Avenue

The spiritual, communal, and historic heart of the Third Ward.

**A Third Place** in  
Third Ward



HOUSING  
**MIXED USE**

Retail space of  
mixed-use buildings  
should serve 3W



AMENITIES  
**CAFE**

**Black-owned small businesses**



AMENITIES  
**CO-WORKING SPACE**

Multigenerational,  
multi-agency  
resource center to  
navigate people  
to services

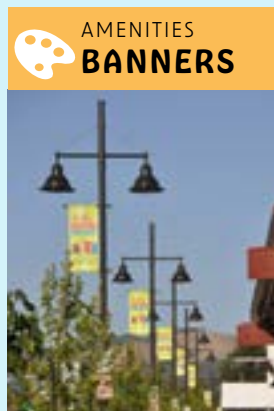
**Public amenities:**  
trash cans, restrooms,  
shady places to sit,  
scooters



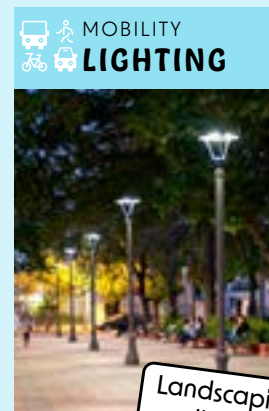
AMENITIES  
**SEATING**



AMENITIES  
**GREEN INFRASTRUCTURE**



AMENITIES  
**BANNERS**



MOBILITY  
**LIGHTING**

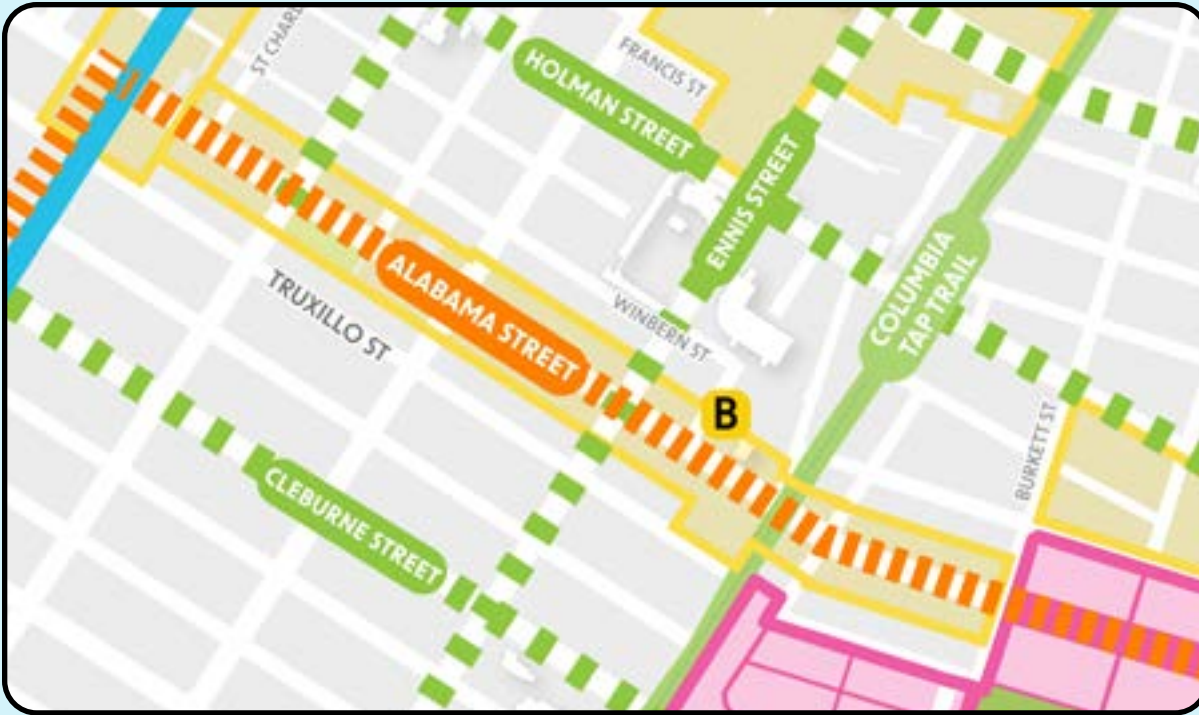
Landscaping &  
lighting



MOBILITY  
**CROSSWALK**

# Alabama Street

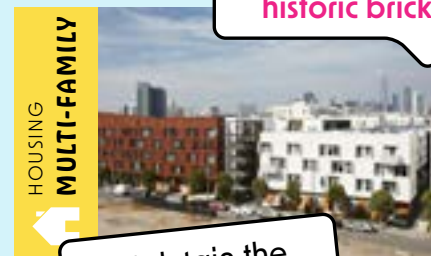
A lively main street bursting with Black art, culture, and businesses, and places to sit and socilize.



Integrate **art into the street** that speaks to "Black community"



Incorporate the **historic bricks**



Maintain the **historical character**



Maintain the **small scale feel**



Community plazas



Cobblestone streets



# WHAT IS THE VISION?

## Elgin Street

An innovative health and wellness hub for the entire community that celebrates the site's rich history.



Design that fits into  
the neighborhood —  
modern & traditional



Yellow brick  
road Main Street



AMENITIES  
MARKET



AMENITIES  
POP-UP LIBRARY



History!



MOBILITY  
CROSSWALK



MOBILITY  
LIGHTING



# Scott Street

Utilizing transit to move and to build a prosperous and pristine future.



Add signage to guide people to library & other amenities



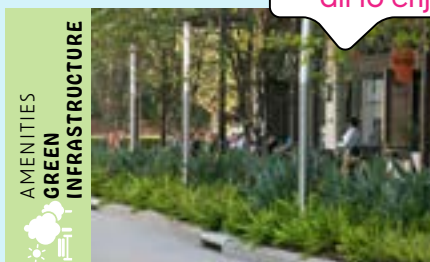
Local artists and creatives!



Create spaces & experiences for all to enjoy

Using density to support things to do

Create "a cool place where cool things happen!"





## **HOUSING FRAMEWORK AND PROGRAM**

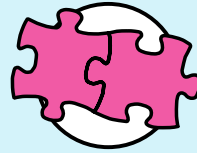
### **The Existing Site**

Currently, there are 553 units of housing at Cuney Homes, clustered within 80 residential buildings. Cuney Homes was built between 1939 and 1941 as HHA's first public housing site, built specifically for African Americans. All of the apartments are two-story, constructed of concrete with brick veneer on the exterior walls. There is a tremendous sense of community in part because of the layout of the site, which breaks the large program into smaller clusters: 18 buildings have 5 or fewer units, 38 contain 6-8 units, and 24 buildings contain 8-12 units. Several large oak trees enhance the character and provide valuable shade. There is also a one-story community building, a covered basketball court, and several small playgrounds on site.

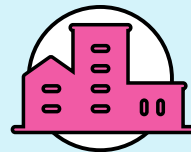
### **Guiding Principles**

Working closely with residents of Cuney Homes through Housing Task Force meetings, the resident survey, a Housing Typologies Workshop and subsequent Housing Visioning Workshop, the planning team has assembled a set of guiding principles for the Housing Plan.

**These principles address the needs and reflect the aspirations of the residents not just for housing on the redeveloped Cuney Homes site but also in the Third Ward Choice Neighborhood.**



**Preserve and celebrate the history, culture, and character** of the Third Ward in art, murals, landmark signage and wayfinding with QR codes that share stories, and streets named for significant Third Ward residents.



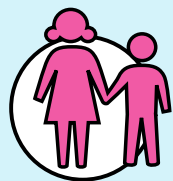
**Create a distinct place that speaks to the Black community** and says Third Ward, preserving the small scale with a maximum of 3-4 stories, front porches and courtyards, gabled roofs, and green spaces.



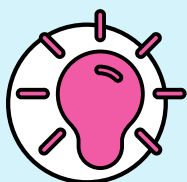
**Increase safety for all ages and businesses** through design, lighting, and disaster resiliency planning, including safe play spaces for children.



**Foster the sense of community** by organizing housing in clusters and weaving in seating and gathering areas outdoors.



**Design with all residents in mind**, using a range of housing types and amenities for people at different stages of their life (seniors, those with disabilities, in transition, youth, families, single parents) and maintain affordability.



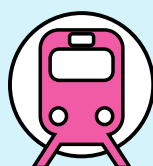
**Integrate amenities that build skills, education, and wellness**, such as a learning and rec center with programs and activities (tech lab, job training, portable library) for all ages as well as playgrounds, outdoor fitness, and community gardens.



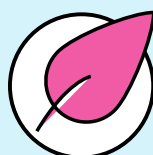
**Limit displacement** by maintaining permanent affordability, incentivizing resident return, and helping existing homeowners remain in their homes.



**Create safe access to stores and services nearby**, particularly a co-op market, an incubator for entrepreneurs, community kitchen, entertainment, and job opportunities (including for youth).



**Link new housing to reliable Metro routes and encourage other forms of transportation** (through bike lanes and racks, bus shelters, scooters).



**Incorporate energy efficiency and green infrastructure** into the design including solar energy, green roofs, rain gardens, and solar shading.



**Use (and even reuse) lasting materials like brick, textures, and cobblestone** crosswalks to create a sense of longevity and quality.

## Housing Program

Based on these guiding principles, the Housing Program is being developed to respond to the desire of Cuney Homes residents to return to the site after it is developed (79% wish to return), to help keep existing residents in the neighborhood, to address the high demand for affordable housing in the City and the Third Ward, and to create opportunities for homeownership and generational wealth building. The program calls for a mix of incomes on each site that is developed to de-concentrate poverty. Multiple sites are anticipated to realize the full program. Currently, the only site secured for redevelopment is Cuney Homes. **Part of the scope of the Developer RFP is to work with HHA and the City to identify and secure other development sites.** (Several sites are under consideration. Details of those will be shared with the winning bidder.)

The overall program calls for the development of 1100 rental units and 100 homeownership units, broken down as follows with regard to affordability:

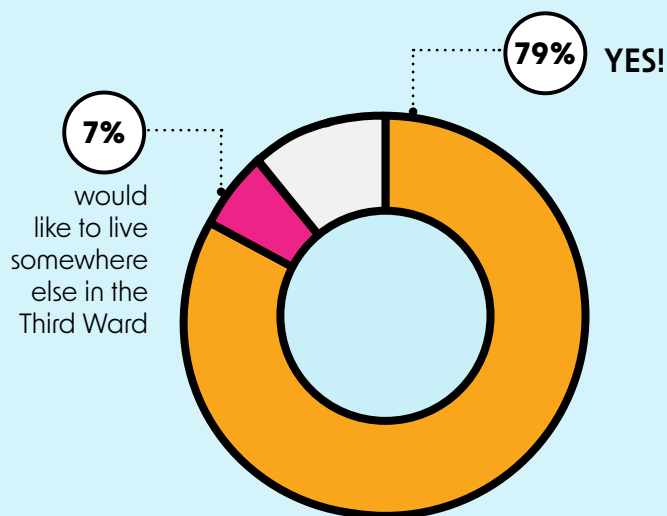
- 550 replacement units (RAD/PBV) at 0-80% AMI (inclusive of senior only units)
- 330 non-replacement units at 30-60% AMI (inclusive of senior only units)
- 220 unrestricted market-rate units (inclusive of senior only units)
- 100 homeownership units at 80-120% AMI

The housing program integrates a mix of housing types based on the preferences of Cuney Homes and neighborhood residents. These include mixed-use buildings (retail, office, educational, commercial on ground floor with residential above), multi-family residential buildings, townhomes and stacked townhomes, garden-style apartments, live-work buildings, and potentially duplex units.

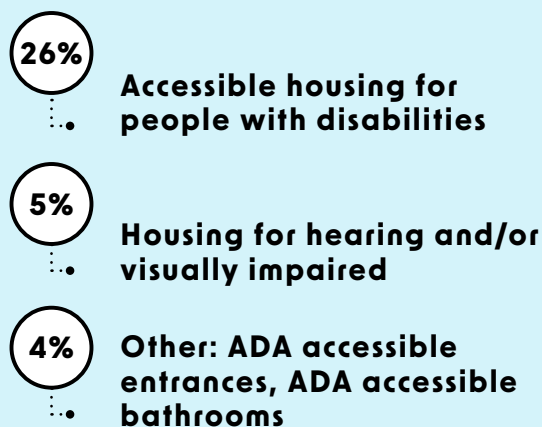
## Findings from the Needs Assessment Survey

SOURCE: CUNEY HOMES RESIDENT SURVEY, 2022

"If Cuney Homes is redeveloped, would you like to return to the site when it is completed?"



"Does your household have any special housing needs?"





## The Vision

Working closely with residents, the planning team developed a Redevelopment Framework for Cuney Homes that define five character areas reflecting preferences and aspirations for housing and amenities. This framework is described and illustrated on the following pages. It is followed by a preliminary site plan and housing program (two options) for Cuney Homes based on the redevelopment framework.

### LEGEND

- High density
- Medium density
- Low density
- Residential Village
- Live/Work
- Open Space
- ✱ Placemaking Nodes
- Community Center
- Planned BRT
- Complete Streets (completed)

Cuney Homes  
Framework diagram.





# Alabama Street

Alabama Street forms a major connection between Scott Street, the University of Houston, Cuney Homes, Emancipation Avenue, and Midtown. The planned METRORapid Route (University Corridor Bus Rapid Transit) has the potential to attract and support residential uses, new stores, services, and businesses.

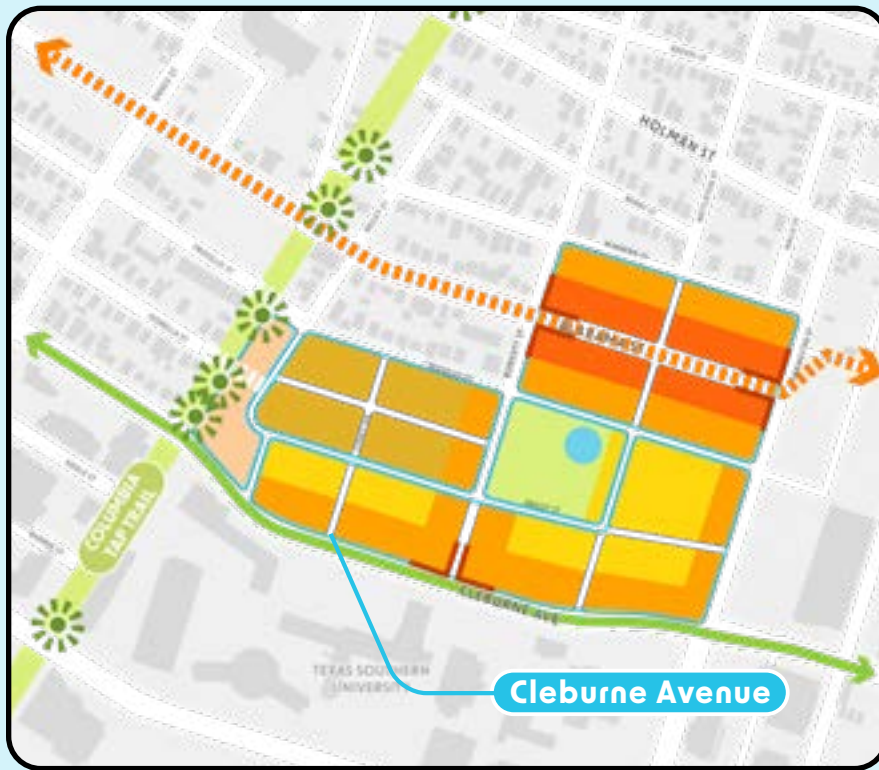
The vision is to create:

- A lively neighborhood Main Street celebrating Black history and culture through art and design, while building an empowered community with black-owned businesses and services.
- A multi-modal streetscape with wide sidewalks, seating areas, and safe crosswalks to encourage walking and socializing.
- A distinct streetscape with durable materials such as red brick and cobble stones, designed as a new front door to Cuney Homes.
- Mixed-use development, combining housing with ground floor retail amenities and services.
- Residential buildings that integrate interior courtyards with programmed areas, and incorporate solar energy and green roofs.



## LEGEND

- High density
- Medium density
- Low density
- Residential Village
- Live/Work
- Open Space
- ✱ Placemaking Nodes
- Community Center
- Planned BRT
- Complete Streets (completed)



#### LEGEND

- High density
- Medium density
- Low density
- Residential Village
- Live/Work
- Open Space
- ✱ Placemaking Nodes
- Community Center
- Planned BRT
- Complete Streets (completed)

## Cleburne Avenue

Cleburne Avenue is an important east-west connection that was recently transformed into a Complete Street to make it safe for pedestrians, cyclists, drivers, and users of public transit. It forms another front door to Cuney Homes and TSU that will be made more welcoming and visible.

The vision is to create:



- A green and peaceful neighborhood street that preserves the large trees.
- Lush plantings and raingardens to reinforce a sense of tranquility and provide additional stormwater management.
- A safe place to walk with good lighting and small civic plazas to pause.
- Multi-family buildings with pocket parks/ gathering spaces within the blocks.
- A welcoming gateway into the Cuney Homes site that acts as a good neighbor to Texas Southern University.

WHAT IS THE VISION?

## Burkett and Nettleton streets & the Town Green

Breaking up the existing superblocks at Cuney Homes will foster safety by re-orienting the buildings and "eyes" to the street. Burkett Street (and Nettleton Street) will form important north-south connections through the site.

The vision is to create:



- A clear north-south axis through the site connecting Alabama Street and Cleburne Street.
- Gateway elements through architectural design to help frame the entrance points and reinforce the sense of arrival to this special place.
- A welcoming view of the "Town Green" that will be programmed as a multi-generational gathering, recreation, and learning space.
- The Town Green will include a Community Resource Center with a front porch overlooking the park.

## Residential Village

Many children live at Cuney Homes and there are many single parents as well as grandparents caring for them. Residents have asked for safe spaces for children to play as well as small scale homes similar to the traditional bungalows found in Third Ward.

The vision is to create:

- An intimate residential village based on Project Row Houses with porches, shared spaces, and clear sight lines that allow children to play safely outside and caregivers to have supervision.
- Townhomes/duplexes that are in keeping with the scale and character of the Third Ward.
- A welcoming village for residents of all ages.



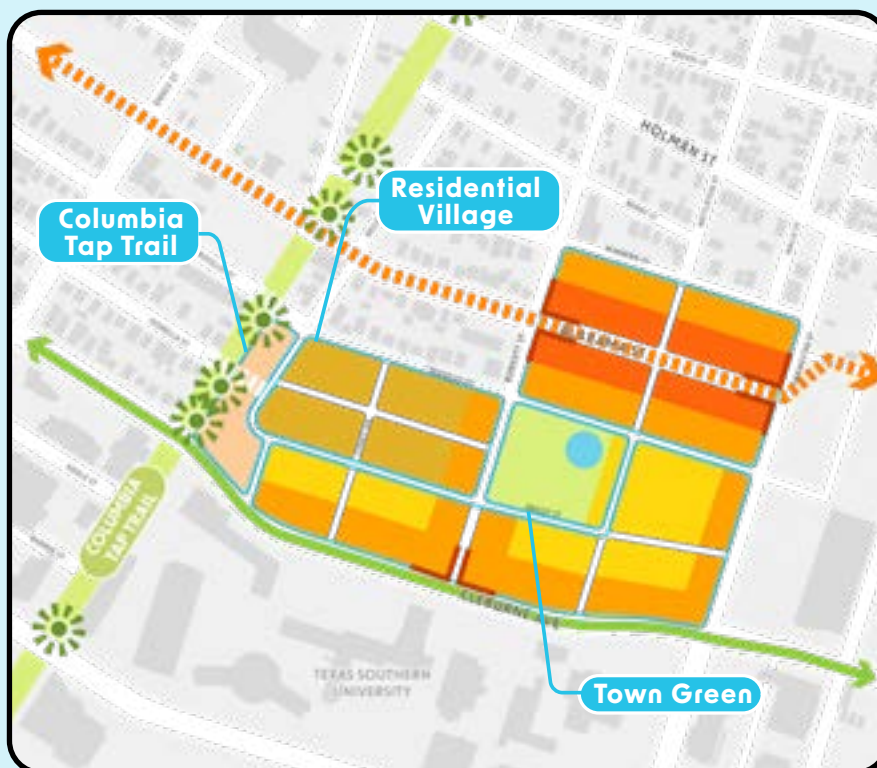


# Columbia Tap Trail

The Columbia Tap Rail Trail runs right by Cuney Homes, connecting the Third Ward to Brays Bayou in the south and downtown Houston to the north. As more people use the trail it has the potential to become a valuable recreational asset, a route to employment centers, and another front door to Cuney Homes.

The vision is to create:

- A distinct living experience overlooking the trail that integrates live-work-play and/or garden apartments.
- Architectural design that embraces the unique and lively artistic and cultural expression of the community while promoting safety.
- Activity nodes along the Columbia Tap that celebrate community history and heritage, and integrate seating, art, lighting, and amenities such as a dog park, playground, and community garden.
- Community connectivity and safety by extending footpaths over the trail along Truxillo Street and Isabella Street.



## LEGEND

- High density
- Medium density
- Low density
- Residential Village
- Live/Work
- Open Space
- ✱ Placemaking Nodes
- Community Center
- Planned BRT
- Complete Streets (completed)

## Option A: main street on Burkett

**Block A**

Unit Type	Total
Multifamily	72
Stacked Townhome	0
Townhome	8
Live Work	0
Gardens	0
Parking	72

**Block D**

Unit Type	Total
Multifamily	72
Stacked Townhome	0
Townhome	8
Live Work	0
Gardens	0
Parking	72

**Block J**

Unit Type	Total
Multifamily	95
Stacked Townhome	0
Townhome	0
Live Work	0
Gardens	0
Parking	95

**Block M**

Unit Type	Total
Multifamily	75
Stacked Townhome	0
Townhome	8
Live Work	0
Gardens	0
Parking	82

**Block B**

Unit Type	Total
Multifamily	72
Stacked Townhome	0
Townhome	8
Live Work	0
Gardens	0
Parking	72

**Block E (Park)**

Unit Type	Total
Multifamily	0
Stacked Townhome	0
Townhome	0
Live Work	0
Gardens	0
Parking	50

**Block K**

Unit Type	Total
Multifamily	41
Stacked Townhome	0
Townhome	0
Live Work	9
Gardens	12
Parking	62

**Block N**

Unit Type	Total
Multifamily	78
Stacked Townhome	0
Townhome	0
Live Work	0
Gardens	0
Parking	78

**Block C**

Unit Type	Total
Multifamily	72
Stacked Townhome	0
Townhome	8
Live Work	0
Gardens	0
Parking	72

**Block F**

Unit Type	Total
Multifamily	0
Stacked Townhome	0
Townhome	60
Live Work	0
Gardens	0
Parking	60

**Block L**

Unit Type	Total
Multifamily	75
Stacked Townhome	0
Townhome	8
Live Work	0
Gardens	0
Parking	82

**Block O**

Unit Type	Total
Multifamily	75
Stacked Townhome	0
Townhome	0
Live Work	15
Gardens	0
Parking	90

## SUMMARY

**Development Unit Count**

1-Bed Count	334
2-Bed Count	388
3-Bed Count	137
4-Bed Count	6
Total	871

**Development Unit Mix %**

1-Bed %	38%
2-Bed %	45%
3-Bed %	16%
4-Bed %	1%
Parking total	887

**LEGEND**

- Mixed-use/Multi-family
- Multi-family
- 3-story Townhouse
- 2-story Rowhouse
- Live/Work
- Open Space
- Gardens
- Community Center

As illustrated by these Cuney Homes Site Plan Options, the site could be redeveloped to house approximately 820-865 mixed-income units. This is based on a parking ratio of approximately 1:1 and a recommendation of 5% of each block designated as accessible.

Approximately 235-280 additional mixed-income units will need to be located on other parcels in the Choice Neighborhood boundary in partnership with HHA and the City in addition to identifying parcels for 100 units of homeownership. The location and conceptual development of these sites will be designed to further support the overarching vision for the housing and neighborhood outlined above.

## Option B: main street on Nettleton

**Block A**

Unit Type	Total
Multifamily	72
Stacked Townhome	0
Townhome	8
Live Work	0
Gardens	0
Parking	72

**Block D**

Unit Type	Total
Multifamily	72
Stacked Townhome	0
Townhome	8
Live Work	0
Gardens	0
Parking	72

**Block G**

Unit Type	Total
Multifamily	0
Stacked Townhome	0
Townhome	23
Live Work	0
Gardens	0
Parking	28

**Block L**

Unit Type	Total
Multifamily	55
Stacked Townhome	0
Townhome	12
Live Work	0
Gardens	0
Parking	72

**Block O**

Unit Type	Total
Multifamily	25
Stacked Townhome	0
Townhome	0
Live Work	5
Gardens	18
Parking	50

**Block B**

Unit Type	Total
Multifamily	72
Stacked Townhome	0
Townhome	8
Live Work	0
Gardens	0
Parking	72

**Block E**

Unit Type	Total
Multifamily	30
Stacked Townhome	0
Townhome	0
Live Work	0
Gardens	0
Parking	50

**Block J**

Unit Type	Total
Multifamily	95
Stacked Townhome	0
Townhome	0
Live Work	0
Gardens	0
Parking	95

**Block M**

Unit Type	Total
Multifamily	75
Stacked Townhome	0
Townhome	8
Live Work	0
Gardens	0
Parking	82

**Block C**

Unit Type	Total
Multifamily	72
Stacked Townhome	0
Townhome	8
Live Work	0
Gardens	0
Parking	72

**Block F**

Unit Type	Total
Multifamily	0
Stacked Townhome	0
Townhome	28
Live Work	0
Gardens	0
Parking	32

**Block K**

Unit Type	Total
Multifamily	41
Stacked Townhome	0
Townhome	0
Live Work	9
Gardens	12
Parking	62

**Block N**

Unit Type	Total
Multifamily	78
Stacked Townhome	0
Townhome	0
Live Work	0
Gardens	0
Parking	78

**SUMMARY****Development Unit Count**

1-Bed Count	297
2-Bed Count	353
3-Bed Count	173
4-Bed Count	6
Total	834

**Development Unit Mix %**

1-Bed %	36%
2-Bed %	42%
3-Bed %	21%
4-Bed %	1%
Parking total	837





#### LEGEND

- Mixed-use/Multi-family
- Multi-family
- 3-story Townhouse
- 2-story Rowhouse
- Live/Work
- Open Space
- Gardens
- Community Center



## For Further Reference...

For further reference about Third Ward-Cuney Homes Choice Neighborhoods project, please see the following:

- Website: [link](#)
- Outline with content: [link](#)
- Cuney Homes Resident Needs Assessment
  - Survey Findings: [link](#)
  - Summary: [link](#)
- Third Ward Comprehensive Needs Assessment (2019) by Sankofa Research Institute: [link](#)
- Market Scan Draft: Please see attached pdf.







**WE RISE FOR  
OUR FUTURE**  
CUNEY + 3<sup>RD</sup> WARD

Exhibit J IFB 23-31

**CHOICE NEIGHBORHOOD INITIATIVE  
THIRD WARD – CUNEY HOMES 2022**

# CHOICE NEIGHBORHOOD INITIATIVE

## THIRD WARD – CUNEY HOMES 2022

Prepared for:

**WRT Planning + Design**

Philadelphia, PA

April 2022

Prepared by:



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Houston, TX 77077

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[www.cdsmr.com](http://www.cdsmr.com)

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## CDS Company Bio

CDS is a leading national consulting firm headquartered in Houston, Texas, providing economic analysis, public planning, and market research services to clients in a wide variety of industries. CDS was formed in 1971 and is staffed with seasoned professionals who have training and experience in economic development, demographic research, urban planning, statistical analysis, market evaluation, and all aspects of real estate development.



Since 1971, CDS has remained at the forefront of the industry by doing three things:

1. Staying actively involved in numerous professional and trade associations.
2. Providing clear, unbiased, and up-to-date solutions by employing the most appropriate and cost-effective research methods.
3. Utilizing solution-oriented analysis teams to focus on each project assignment adapted to your needs.

## The Purpose of this Study

This report contains the most recent research, analysis, and findings for demographic and housing data in the Choice Neighborhood Initiative Third Ward/Cuney Homes study area.

# SUMMARY

## Population and Households

- Estimates for 2021 showed 13,619 total residents in the Study Area and 5,754 households.
- The Study Area added an estimated 755 new residents and 450 new households from 2010 to 2021.
- Estimates for 2026 project an increase of 621 new residents and 329 new households.
- The median age for the Study Area was 36 and 35 for the City.
- Those identifying as Hispanic or Latino made up 16% in the Study Area and 47% in the City.
- Black or African American represented 75% of the Study Area's population and 21% of the City's.
- The estimated average household size were:
  - Study Area – 2.20
  - City of Houston – 2.64
- Family households and non-family households in the Study Area were evenly split and the City had a 61% share of family households to 39% non-family households.
- In the Study Area 43% of households were 1-person and the City had a 31% share of 1-person households.
- The Study Area had a 26% share of households with 1 or more people under 18 compared to 35% for the City.
- The educational attainment of the populace over age 25 shows about 17% in the Study Area had less than a high school diploma or GED, compared to 22% for the City.
- Current enrollment count for all combined campuses in the Study Area, plus YWCP Academy (which lies just west of the Study Area boundary) was 2,807 students.
- Total combined enrollment of all five campuses peaked in 2016 and since has decreased each year.
- Median household income in the Study Area was estimated to be \$33,558, much lower than the estimated median of \$54,978 for City of Houston.

## Occupation of Residents

- The top occupations for the estimated 5,965 residents 16 and over civilian employed residents in the Study Area were:
  - Transportation/Moving (13%), Sales/Related (13%), Office/Admin. Support (9%), Food Prep/Serving (9%) and Education/Training/Library (7%). These occupations accounted for 51% of the estimated 5,965 employed residents in the Study Area.

## Housing Characteristics

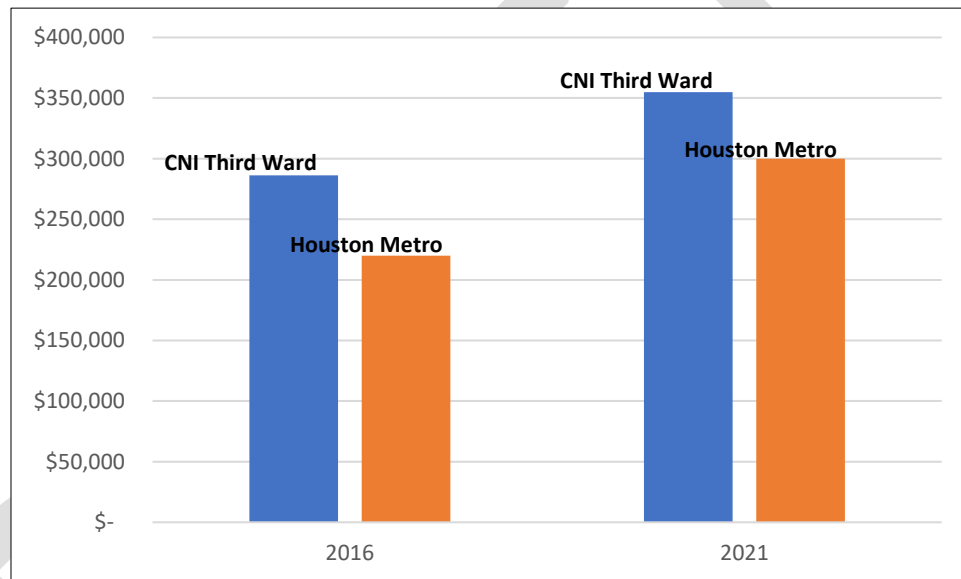
- There was an estimated total of 7,533 total housing units in the Study Area.
- In the Study Area 27% of occupied housing units were estimated to be owner-occupied (1,568 units) with the remaining 73% (4,186 units) renters.
- There were 3,832 detached single-family homes but only 1,568 owner occupied units which means single-family rentals make up a large portion of the rental units in the Study Area.
- Approximately 56% of the Study Area's housing units were single-family detached.
- Duplex, triplex and four-plex units accounted for 21% of housing units in the Study Area.
- Small scale multi-family apartments (5 to 19 units) appear to play a strong role in the rental housing market in the Study Area, making up 15% (1,150) of housing units.

## ACS 2019 5-Year Household Data

- The Study Area had 5,650 total households with 28% (1,569) owner occupied and 72% (4,081) renter occupied. This is compared to 42% owner occupied in Houston and 58% renter occupied.
- In the Study Area an estimated 11% of owner households made less than \$50,000 and 52% of renters made less than \$50,000.
- In comparison, Houston had 13% of owner occupied households that made less than \$50,000 and 35% of renters made less than \$50,000.
- About 18% (289) of homeowners with a mortgage in the Study Area and 9% (143) without a mortgage paid 30% or more of their income on housing.
- A total of 432 (28%) out of 1,569 owner households paid 30% or more of household income on housing in the Study Area.
- Out of 4,081 renters in the Study Area, approximately 45% (1,835) paid 30% or more on housing.
- About 25% (972) of renters spent 50% or more of their income on housing, something only 12% (191) of homeowners did.
- The median gross rent as a share of income for the Study Area was 32.5% compared to 30.4% for Houston.
- Renter households making less than \$34,999 in the Study Area made up 91% of housing cost burden renters.

## Single-Family Home Sales

- Single-family detached home sales volume in the Study Area increased by 84% from 80 in 2016 to 147 in 2021.
- The median sale price in 2016 was \$261,250 and went up 40% by 2021 to \$365,000.
- Average sales price per square foot increased about 40% from \$131 psf. in 2016 to \$183 psf. in 2021.
- Single-family townhome sales volume in the Study Area from 2016 to 2021 stayed flat with 26 and 28 sales.
- The median townhome sale price in 2016 was \$296,500 and \$299,500 in 2021.
- Average sales price per square foot increased about also stayed flat at \$160 psf.
- The Study Area had a higher median price than the Houston Metro in 2016 and 2021.



- The bulk of single-family detached sales in 2021 were in the \$350,001 to \$400,000 price range.
- There were no townhome sales under \$250,000 in 2016 or 2021.
- As of February 2022, there were 63 single-family detached active listings with a median list price of \$375,000 in the Study Area.
- Of the 63 single-family detached active listings, median square feet was 1,777 and median list price per square foot was \$215 psf.
- As of February 2022, there were 3 single-family townhome active listings with a median list price of \$335,000.
- Of the 3 single-family townhome active listings, median square feet was 1,779 and median list price per square foot was \$191 psf.

## Multifamily Market

- There were a total of 77 existing multifamily buildings with no indication of demolitions in the past 12 months and 41 new units delivered in that same time frame.
- Based on data from CoStar there were about 1,752 total multifamily units in the Study Area at average unit rent of \$757 per month and average unit square foot of 770 sf. for an average rent per square foot of \$1.01 psf.
- Overall occupancy was 93%-95% indicating a somewhat tight rental market which could indicate demand for additional rental units in the Study Area.
- Asking rent per square foot was \$0.91.
- Rents ranged from \$634 for a studio unit to \$992 for a 3 bedroom unit.
- The amount of single-family rentals listed on the MLS showed overall number of leased units increased by almost 80% in the Study Area since 2016 up from 157 to 280.
- There were 48 single-family rentals listed in the Study Area as of February 2022.
- The median listed lease price was \$1,538 up from \$1,200 in 2016.
- Average listed lease price per square foot was \$1.24 per square foot.
- Average market rent per unit and rent growth have increased from 2015 through 2021 from around \$750 to \$825.

## Job Inflow and Outflow

- LEHD estimates for 2019 denoted 2,630 employed in the Study Area.
- Of the 2,630 working in the Study Area 97% lived outside the area and 3% worked and lived in the Study Area.
- Most workers in the Study Area lived in zip codes to the south along Hwy. 288.
- The primary employers in the Study Area are Texas Southern University and University of Houston along with local retail, food and accommodation establishments.

## 2045 Forecast

- CDS' forecast shows a greater amount of population and jobs than HGAC in the Study Area by 2045

	Population		Households		Jobs	
	CDS 2019	H-GAC 2018	CDS 2019	H-GAC 2018	CDS 2019	H-GAC 2018
<b>2010</b>	11,755		5,189		5,405	
<b>2015</b>	12,472	13,034	5,321	6,964	6,224	5,434
<b>2020</b>	12,919	13,669	5,492	7,402	6,456	5,663
<b>2025</b>	13,344	13,903	5,658	7,614	7,003	5,871
<b>2030</b>	13,729	14,195	5,816	7,636	7,719	5,906
<b>2035</b>	14,140	14,519	5,985	7,625	8,156	5,933
<b>2040</b>	14,510	14,188	6,153	7,620	8,642	5,958
<b>2045</b>	14,839	13,806	6,288	7,615	9,140	5,982



## STUDY AREA DESCRIPTION

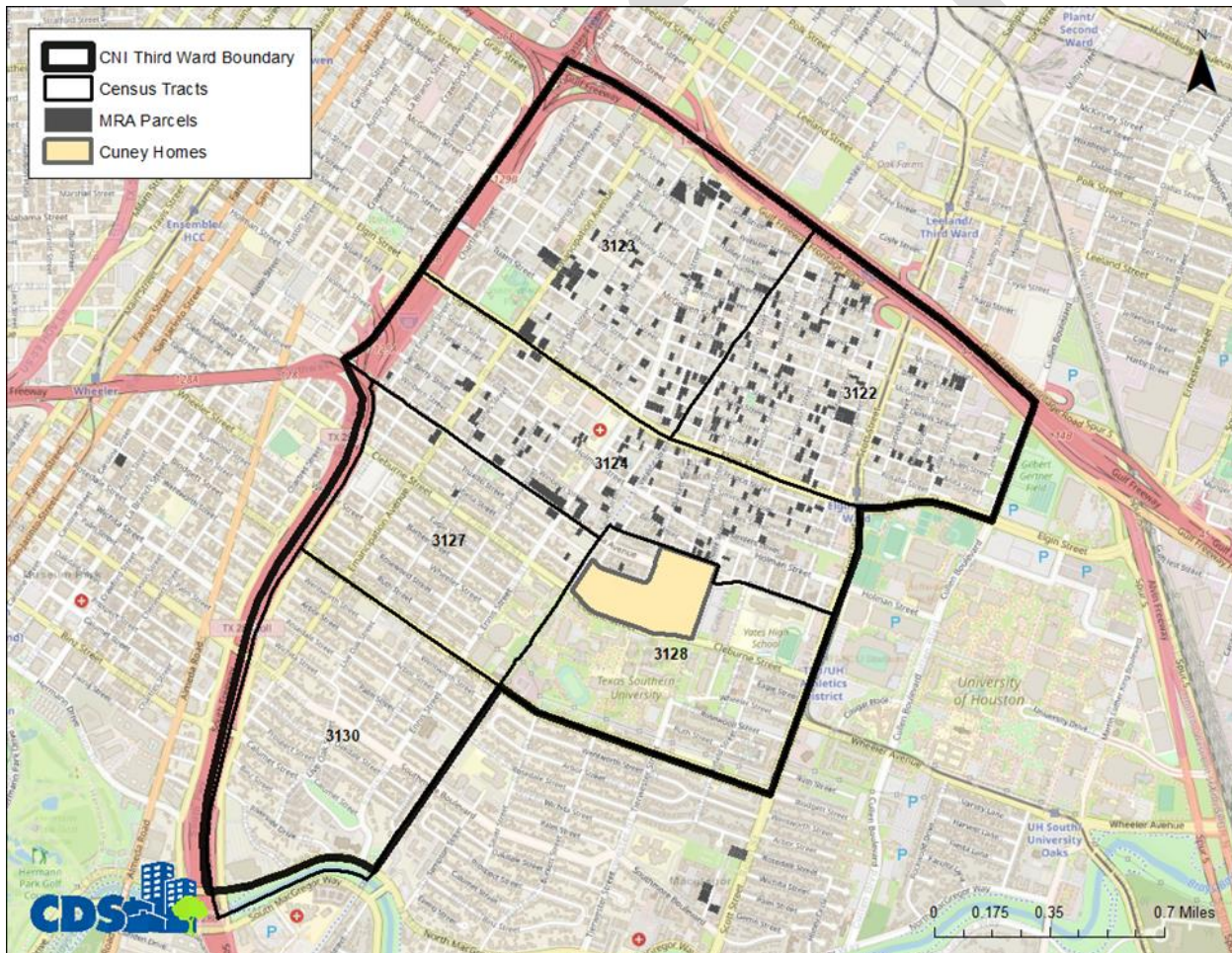
The Third Ward is located less than one mile southeast of downtown Houston and is one of Houston's historic African American neighborhoods and is sometimes referred to colloquially as the "Tre".

After the Civil War ended, former slaves from the surrounding Houston area began residing in Third Ward. Influential African Americans that were led by Reverend John Henry Yates managed to raise \$8,000 to purchase four acres of land in 1872. This land was eventually established as Emancipation Park, one of the first parks for black Houstonians. Emancipation Park became the site of many local and city wide activities and events like the annual Juneteenth Celebration.

Third Ward is also home to Texas Southern University, University of Houston and multiple historic sites and famous neighborhood establishments.

The boundaries of the Study Area are shown in the bold black outline in the map below.

**Figure 1: CNI Third Ward Study Area, Census Tracts and MRA Owned Parcels**



Source: Midtown Redevelopment Authority, CDS



# DEMOGRAPHIC AND ECONOMIC ANALYSIS

## Population and Households

Table 2 provides population and household counts for 2000 and 2010, as well as estimates for 2021 and projections for 2026.

**Table 2: Population and Households, 2000 to 2026**

Population	2000 Census	2010 Census	2021 PCensus	2026 Projection	Change 2010 to 2021	% Change 2010 to 2021	Change 2021 to 2026	% Change 2021 to 2026
CNI Third Ward	15,437	12,864	<b>13,619</b>	14,240	755	6%	621	5%
City of Houston	1,974,547	2,099,451	<b>2,414,313</b>	2,566,115	314,862	15%	151,802	6%
Households	2000 Census	2010 Census	2021 PCensus	2026 Projection	Change 2010 to 2021	% Change 2010 to 2021	Change 2021 to 2026	% Change 2021 to 2026
CNI Third Ward	6,254	5,304	<b>5,754</b>	6,083	450	8%	329	6%
City of Houston	725,156	780,148	<b>900,950</b>	959,418	120,802	15%	58,468	6%

Source: PCensus 2021

- Based on estimates in Table 1 population in the Study Area grew by 755 new residents and 450 new households from 2010 to 2021.
- Estimates for 2026 project an increase of 621 new residents and 329 new households.

## Age Distribution

Table 3 shows the breakdown of the population by age in the Study Area and City of Houston for 2021. The total population as well as cohorts of 16 and over, 18 and over, 21 and over and 65 and older have been identified along with their respective percentages of total population in 2021.

The median age for the Study Area was 36 and 35 for the City.

**Table 3: Population by Age, 2021**

Age	CNI Third Ward		City of Houston	
	Count	Share	Count	Share
<b>Total</b>	<b>13,619</b>	<b>100%</b>	<b>2,414,313</b>	<b>100%</b>
Age 0 to 4	849	6%	176,141	7%
Age 5 to 9	809	6%	169,169	7%
Age 10 to 14	825	6%	168,922	7%
Age 15 to 17	496	4%	99,472	4%
Age 18 to 20	971	7%	94,552	4%
Age 21 to 24	776	6%	121,866	5%
Age 25 to 34	1,881	14%	385,740	16%
Age 35 to 44	1,840	14%	364,728	15%
Age 45 to 54	1,520	11%	293,205	12%
Age 55 to 64	1,650	12%	249,797	10%
Age 65 to 74	1,228	9%	176,352	7%
Age 75 to 84	560	4%	82,797	3%
Age 85 and over	214	2%	31,572	1%
Age 16 and over	10,979	81%	1,867,472	77%
Age 18 and over	10,640	78%	1,800,609	75%
Age 21 and over	9,669	71%	1,706,057	71%
Age 65 and over	2,002	15%	290,721	12%
<b>Median Age</b>	<b>36</b>		<b>35</b>	

Source: PCensus 2021

## Race and Ethnicity

Table 4 shows the estimated 2021 ethnic makeup of the Study Area and City of Houston.

- Those identifying as Hispanic or Latino made up 16% in the Study Area and 47% in the City.
- Black or African American represented 75% of the Study Area's population and 21% of the City's.

**Table 4: Ethnic Makeup, 2021**

Ethnicity	CNI Third Ward		City of Houston	
	Count	Share	Count	Share
<b>Total Population</b>	<b>13,619</b>	<b>100%</b>	<b>2,414,313</b>	<b>100%</b>
White Alone	850	6%	548,428	23%
Black or African American Alone	10,177	75%	517,531	21%
American Indian and Alaska Native Alone	9	0%	3759	0%
Asian Alone	205	2%	172,272	7%
Native Hawaiian and Other Pacific Islander Alone	4	0%	758	0%
Some Other Race Alone	17	0%	4,680	0%
Two or More Races	240	2%	36,109	1%
<b>Not Hispanic or Latino</b>	<b>11,502</b>	<b>84%</b>	<b>1,283,537</b>	<b>53%</b>
<b>Hispanic or Latino</b>	<b>2,117</b>	<b>16%</b>	<b>1,130,776</b>	<b>47%</b>

Source: PCensus 2021

## Household Size and Type

Table 5 shows 2021 estimates for household size and average household size for the Study Area and City.

The estimated average household size were:

- Study Area – 2.20
- City of Houston – 2.64

Family households and non-family households in the Study Area were evenly split and the City had a 61% share of family households to 39% non-family households.

In the Study Area 43% of households were 1-person and the City had a 31% share of 1-person households.

**Table 5: Household Size and Type, 2021**

Household Size	CNI Third Ward		City of Houston	
	Count	Share	Count	Share
<b>Total:</b>	<b>5,754</b>	100%	<b>900,950</b>	100%
1-person household	2,479	43%	280,520	31%
2-person household	1,548	27%	247,774	28%
3-person household	773	13%	137,192	15%
4-person household	458	8%	108,570	12%
5-person household	240	4%	65,301	7%
6-person household	142	2%	33,695	4%
7-or-more person household	114	2%	27,898	3%
<b>Average Household Size</b>	<b>2.20</b>		<b>2.64</b>	
<b>Family Households</b>	2,791	49%	551,889	61%
<b>Nonfamily Households</b>	2,963	51%	349,061	39%

Source: PCensus 2021

Table 6 shows households by presence of children, householders with no children and married households in the Study Area and City of Houston.

- The Study Area had a 26% share of households with 1 or more people under 18 compared to 35% for the City.

**Table 6: Household Type, 2021**

Households by Type	CNI Third Ward		City of Houston	
	Count	Share	Count	Share
<b>Total Households</b>	<b>5,754</b>	<b>100%</b>	<b>900,950</b>	<b>100%</b>
With 1 or more People under Age 18	1,482	26%	311,560	35%
With No People under Age 18	4,272	74%	589,390	65%
<b>Households with 1 or more People under Age 18</b>	<b>1,482</b>	<b>100%</b>	<b>311,560</b>	
Married-Couple Family	465	31%	184,074	59%
Other Family, Male Householder	147	10%	29,358	9%
Other Family, Female Householder	858	58%	95,738	31%
Nonfamily, Male Householder	9	1%	1,674	1%
Nonfamily, Female Householder	3	0%	716	0%
<b>Households with No People under Age 18</b>	<b>4,272</b>	<b>100%</b>	<b>589,390</b>	<b>100%</b>
Married-Couple Family	535	13%	169,175	29%
Other Family, Male Householder	232	5%	26,382	4%
Other Family, Female Householder	554	13%	47,184	8%
Nonfamily, Male Householder	1581	37%	180,354	31%
Nonfamily, Female Householder	1,370	32%	166,295	28%
<b>Family HH Type by Presence of Own Children</b>	<b>2,791</b>	<b>100%</b>	<b>551,889</b>	<b>100%</b>
Married-Couple Family, own children	391	14%	169,227	31%
Married-Couple Family, no own children	606	22%	184,040	33%
Male Householder, own children	107	4%	23,118	4%
Male Householder, no own children	276	10%	32,550	6%
Female Householder, own children	631	23%	78,342	14%
Female Householder, no own children	780	28%	64,612	12%

Source: PCensus 2021

Table 7 shows 2021 estimates of families by poverty status in the Study Area and City of Houston.

A family household is a group of two or more people living together with the householder related by birth, marriage, or adoption.

Households are defined as any group of people residing together in one housing unit.

- There were an estimated 5,754 total households in the Study Area with about 49% (2,791) family households.
- Families at or above poverty were approximately 70% (1,943) of all family households in the Study Area compared to 82% for the City.
- In the Study Area an estimated 848 of families were below poverty and 614 were below poverty with children which are higher than Houston's rates of below poverty and below poverty with children.

**Table 7: Family Households and Poverty, 2021**

Family Households	CNI Third Ward		City of Houston	
	Count	Share	Count	Share
<b>Total Households</b>	<b>5,754</b>	<b>100%</b>	<b>900,950</b>	<b>100%</b>
2026 Family Household Projection	2,951	-	586,380	-
<b>2021 Family Household Estimate</b>	<b>2,791</b>	<b>-</b>	<b>551,889</b>	<b>-</b>
2010 Family Households Census	2,572	-	482,106	-
2000 Family Households Census	3,296	-	463,161	-
Growth 2021-2026	6%	-	6%	-
Growth 2010-2021	9%	-	14%	-
Growth 2000-2010	-22%	-	4%	-
<b>2020 Families by Poverty Status</b>	<b>2,791</b>		<b>551,889</b>	
At or Above Poverty	1,943	70%	454,454	82%
At or Above Poverty with Children	646	23%	211,137	38%
<b>Total Below Poverty</b>				
Below Poverty	848	30%	97,435	18%
Below Poverty with Children	614	22%	75,832	14%

Source: PCensus 2021

## Educational Attainment

Table 8 provides 2021 educational attainment data, which shows the highest level of education attained by the 25 years and older population.

The educational attainment of the populace over age 25 shows about 17% in the Study Area had less than a high school diploma or GED, compared to 22% for the City.

**Table 8: Educational Attainment, 2021**

Educational Attainment	CNI Third Ward		City of Houston	
	Count	Share	Count	Share
<b>Pop Age 25+</b>	<b>8,893</b>	<b>100%</b>	<b>1,584,191</b>	<b>100%</b>
Less than 9 <sup>th</sup> grade	562	6%	199,165	13%
Some High School, no diploma	1,012	11%	138,846	9%
High School Graduate (or GED)	2,346	26%	364,071	23%
Some College, no degree	2,011	23%	278,821	18%
Associate Degree	391	4%	86,749	5%
Bachelor's Degree	1,558	18%	311,928	20%
Master's Degree	632	7%	136,689	9%
Professional School Degree	207	2%	42,717	3%
Doctorate Degree	174	2%	25,205	2%

Sources: PCensus 2021

## School District Enrollment

**Table 9: K-12 Enrollment by Campus, 2014-2021**

Enrollment by Campus	2014	2015	2016	2017	2018	2019	2020	2021
<b>Blackshear Elementary</b>	343	574	535	537	494	418	425	342
<b>Lockhart Elementary</b>	685	697	733	720	665	573	578	481
<b>Baylor College of Medicine Academy at James Ryan Middle School</b>	236	493	787	763	777	728	632	621
<b>Young Women's College Prep Academy*</b>	535	522	623	582	513	477	530	541
<b>Yates High School</b>	977	1,030	928	847	814	879	814	822
<b>Total</b>	<b>2,776</b>	<b>3,316</b>	<b>3,606</b>	<b>3,449</b>	<b>3,263</b>	<b>3,075</b>	<b>2,979</b>	<b>2,807</b>

Source: Texas Education Agency \*Note: Young Women's College Preparatory Academy is located just West of the Study Area boundary

- Current enrollment count for all combined campuses in the Study Area, plus YWCP Academy (which lies just west of the Study Area boundary) was 2,807 students.
- Total combined enrollment of all five campuses peaked in 2016 and since has decreased each year.



## Household Income

Table 10 shows estimated 2021 household income.

It should be noted that average household income was significantly higher than the median household income in the Study Area and City.

This reflects higher concentrations of household incomes close to and less than the median income, and a smaller number of much higher incomes which increases the average household income greater than the median.

**Table 10: Household Income, 2021**

Household Income	CNI Third Ward		City of Houston	
	Count	Share	Count	Share
<b>Total Households</b>	<b>5,754</b>	<b>100%</b>	<b>900,950</b>	<b>100%</b>
< \$15,000	1,508	26%	111,994	12%
\$15,000 to \$24,999	912	16%	96,342	11%
\$25,000 to \$34,999	534	9%	93,084	10%
\$35,000 to \$49,999	739	13%	119,457	13%
\$50,000 to \$74,999	751	13%	148,657	17%
\$75,000 to \$99,999	433	8%	94,165	10%
\$100,000 to \$124,999	276	5%	65,944	7%
\$125,000 to \$149,999	182	3%	43,523	5%
\$150,000 to \$199,999	211	4%	47,774	5%
\$200,000 to \$249,999	91	2%	23,630	3%
\$250,000 to \$499,999	86	1%	34,839	4%
\$500,000+	31	1%	21,541	2%
<b>Average Household Income</b>	<b>\$55,899</b>	-	<b>\$87,997</b>	-
<b>Median Household Income</b>	<b>\$33,558</b>	-	<b>\$54,978</b>	-

Sources: PCensus 2021

- Median household income in the Study Area was estimated to be \$33,558, much lower than the estimated median of \$54,978 for City of Houston.
- The greatest household income cohorts in the Study Area were:
  - Less than \$15,000
  - \$15,000 to \$24,999
  - \$35,000 to \$49,999

## Occupation of Residents

Table 11 displays employment by occupation for residents aged 16 and older residing in the Study Area and City of Houston.

This data describes the work of residents who live in the Study Area and City of Houston, regardless of the physical location of their employment.

In the Study Area 56% (3,350) of employed residents were employed in White Collar occupations, 20% (1,195) in Blue Collar and 24% (1,420) in Service and Farm.

The top occupations for residents of the Study Area were:

- Transportation/Moving (13%), Sales/Related (13%), Office/Admin. Support (9%), Food Prep/Serving (9%) and Education/Training/Library (7%). These occupations accounted for 51% of the estimated 5,965 employed residents in the Study Area.

**Table 11: Occupation of Residents, Age 16 and Older, 2021**

Occupation	CNI Third Ward		City of Houston	
	Count	Share	Count	Share
<b>Civilian Employed Pop 16+ by Occupation</b>	<b>5,965</b>	<b>100%</b>	<b>1,182,525</b>	<b>100%</b>
Architect/Engineer	117	2%	30,998	3%
Arts/Entertainment/Sports	141	2%	20,078	2%
Building Grounds Maintenance	236	4%	67,782	6%
Business/Financial Operations	279	5%	68,740	6%
Community/Social Services	160	3%	13,686	1%
Computer/Mathematical	125	2%	30,304	3%
Construction/Extraction	249	4%	111,208	9%
Education/Training/Library	390	7%	59,702	5%
Farming/Fishing/Forestry	2	0%	1,209	0%
Food Prep/Serving	517	9%	75,643	6%
Healthcare Practitioner/Technician	334	6%	56,663	5%
Healthcare Support	286	5%	33,328	3%
Maintenance Repair	72	1%	35,089	3%
Legal	106	2%	18,031	2%
Life/Physical/Social Science	117	2%	16,215	1%
Management	290	5%	102,506	9%
Office/Admin. Support	537	9%	113,364	10%
Production	112	2%	60,604	5%
Protective Service	180	3%	22,119	2%
Sales/Related	754	13%	120,178	10%
Personal Care/Service	199	3%	29,901	3%
Transportation/Moving	762	13%	95,177	8%
<b>2021 Est. Pop 16+ by Occupation Classification</b>				
Blue Collar	1,195	20%	302,078	26%
White Collar	3,350	56%	650,465	55%
Service & Farm	1,420	24%	229,982	19%

Sources: PCensus 2021

## HOUSING CHARACTERISTICS

The following tables present information regarding the estimated housing characteristics and trends in the Study Area and City of Houston.

This data was sourced from PCensus 2021 which bases estimates on past trends from the U.S. Census Bureau and the American Community Survey, and in some cases, is self-reported data.

While this can generate minor anomalies (such as are present in the data on age of housing stock or housing values), the information presented in this section still provides a valuable overview of the housing stock in the City. One important note to make is that the total housing unit number used in this section is an estimate.

The table below shows the type and number of housing units.

**Table 12: Housing Types, 2021**

Structure Type	CNI Third Ward		City of Houston	
	Count	Share	Count	Share
1 Unit Attached	364	5%	54,059	5%
1 Unit Detached	3,832	51%	460,011	45%
2 Units	843	11%	16,784	2%
3 or 4 Units	756	10%	38,037	4%
5 to 19 Units	1,150	15%	208,587	21%
20 to 49 Units	111	1%	73,854	7%
50 or More Units	435	6%	151,409	15%
Mobile Home or Trailer	47	1%	10,058	1%
Boat, RV, Van, etc.	0	0%	484	0%
<b>Total Units</b>	<b>7,538</b>	<b>100%</b>	<b>1,013,283</b>	<b>100%</b>
Owner Occupied Units	1,568	27%	414,064	46%
Renter Occupied Units	4,186	73%	486,886	54%
<b>Total Occupied Units</b>	<b>5,754</b>	<b>100%</b>	<b>900,950</b>	<b>100%</b>
<b>Unoccupied Units</b>	<b>1,784</b>		<b>112,333</b>	

Source: PCensus 2021

- In the Study Area 27% of occupied housing units were estimated to be owner-occupied (1,568 units) with the remaining 73% (4,186 units) renters.
- There were 3,832 detached single-family homes but only 1,568 owner occupied units which means single-family rentals make up a large portion of the rental units in the Study Area.
- Approximately 56% of the Study Area's housing units were single-family detached.
- Duplex, triplex and four-plex units accounted for 21% of housing units in the Study Area.
- Small scale multi-family apartments (5 to 19 units) appear to play a strong role in the rental housing market in the Study Area, making up 15% (1,150) of housing units.

Although new single-family development has increased in the Study Area over the past decade, the Study Area still had a larger share of very old homes built prior to the 1950's when compared to Houston.

Table 13 contains the estimated of the age of the existing housing stock.

There was an estimated total of 7,533 total housing unit in the Study Area.

Although new single-family development has increased in the Study Area over the past decade, the Study Area still had a larger share of very old homes built prior to the 1950's when compared to Houston.

**Table 13: Age of Existing Housing Stock, 2021**

	CNI Third Ward		City of Houston	
	Count	Share	Count	Share
<b>Total Housing Units</b>	<b>7,538</b>	<b>100%</b>	<b>1,013,283</b>	<b>100%</b>
Built 2014 or Later	571	8%	105,066	10%
Built 2010 to 2013	185	2%	33,631	3%
Built 2000 to 2009	854	11%	138,267	14%
Built 1990 to 1999	241	3%	96,966	10%
Built 1980 to 1989	267	4%	136,218	13%
Built 1970 to 1979	350	5%	199,637	20%
Built 1960 to 1969	482	6%	125,141	12%
Built 1950 to 1959	939	12%	97,047	10%
Built 1940 to 1949	1,199	16%	42,015	4%
Built 1939 or Earlier	2,450	33%	39,295	4%
<b>Dominant Year Structure Built</b>	<b>1939 or Earlier</b>		<b>1970 to 1979</b>	

Sources: PCensus 2021

## Household Income Profiles

The following data tables were sourced from 2019 ACS 5-Year data for the census tracts making up the Study Area and City of Houston.

According to 2019 ACS estimates the Study Area had 5,650 total households with 28% (1,569) owner occupied and 72% (4,081) renter occupied. This is compared to 42% owner occupied in Houston and 58% renter occupied.

In the Study Area an estimated 11% of owner households made less than \$50,000 and 52% of renters made less than \$50,000.

In comparison, Houston had 13% of owner occupied households that made less than \$50,000 and 35% of renters made less than \$50,000.

**Table 14: Household Income by Tenure, 2019**

Households	CNI Third Ward		City of Houston	
	Count	Share	Count	Share
<b>Total:</b>	<b>5,650</b>	<b>100%</b>	<b>858,374</b>	<b>100%</b>
		-		-
<b>Owner occupied:</b>	<b>1,569</b>	<b>28%</b>	<b>363,093</b>	<b>42%</b>
Less than \$5,000	22	0%	8,219	1%
\$5,000 to \$9,999	41	1%	6,148	1%
\$10,000 to \$14,999	114	2%	10,164	1%
\$15,000 to \$19,999	43	1%	11,557	1%
\$20,000 to \$24,999	50	1%	13,096	2%
\$25,000 to \$34,999	148	3%	26,571	3%
\$35,000 to \$49,999	188	3%	37,992	4%
\$50,000 to \$74,999	181	3%	58,579	7%
\$75,000 to \$99,999	260	5%	45,687	5%
\$100,000 to \$149,999	257	5%	57,382	7%
\$150,000 or more	265	5%	87,698	10%
		-		-
<b>Renter occupied:</b>	<b>4,081</b>	<b>72%</b>	<b>495,281</b>	<b>58%</b>
Less than \$5,000	479	8%	28,133	3%
\$5,000 to \$9,999	350	6%	24,035	3%
\$10,000 to \$14,999	365	6%	30,624	4%
\$15,000 to \$19,999	480	8%	36,131	4%
\$20,000 to \$24,999	326	6%	34,852	4%
\$25,000 to \$34,999	407	7%	66,439	8%
\$35,000 to \$49,999	646	11%	77,861	9%
\$50,000 to \$74,999	552	10%	84,737	10%
\$75,000 to \$99,999	130	2%	45,396	5%
\$100,000 to \$149,999	235	4%	39,329	5%
\$150,000 or more	111	2%	27,744	3%
		-		-

Source: U.S. Census Bureau, 2019 American Community Survey

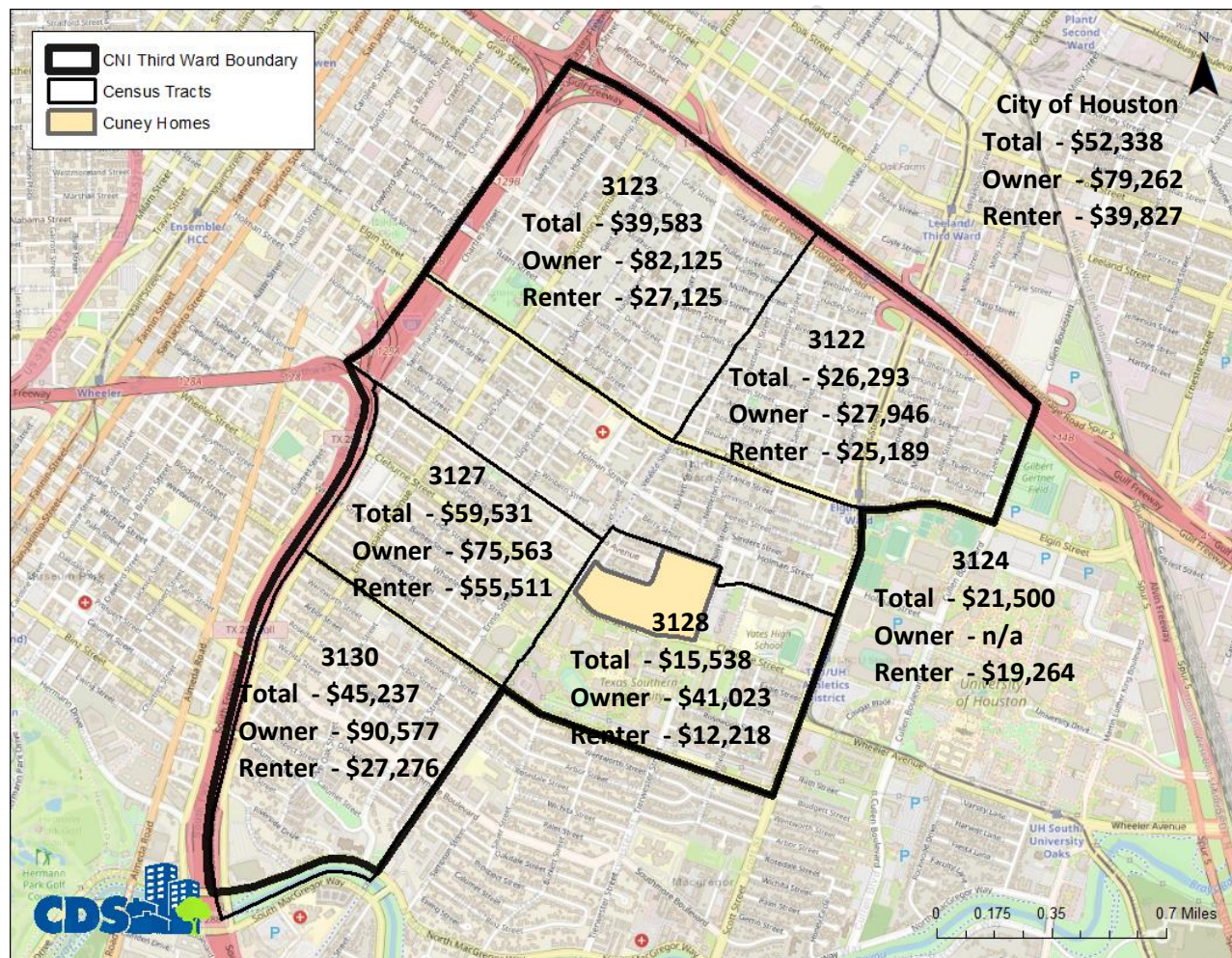


The figure below shows the CNI Third Ward Study Area boundary and the six Census tracts that make up the Study Area.

Each Census tract shows the total median household income as well as median household income for owner and renter occupied households.

The median household income as well as owner and renter median household income for the City of Houston is located to the right of the map.

**Figure 15: CNI Third Ward Study Area, Census Tracts and Median Household Income, 2019**



Source: U.S. Census Bureau, 2019 American Community Survey



## Owners

In the Study Area 52% (820) of owner-occupied households had a mortgage and 48% (749) did not.

About 18% (289) of homeowners with a mortgage in the Study Area and 9% (143) without a mortgage paid 30% or more of their income on housing.

Typically shares of housing cost burden occur at lower rates for households without a mortgage as what is typically the largest cost for owned housing is no longer a concern.

**Table 16: Monthly Owner Costs as a Percentage of Household Income, 2019**

	CNI Third Ward		City of Houston	
	Count	Share	Count	Share
<b>Total Owner-Occupied</b>	<b>1,569</b>	<b>100%</b>	<b>363,093</b>	<b>100%</b>
<b>Housing units with a mortgage</b>	<b>820</b>	<b>52%</b>	<b>196,209</b>	<b>54%</b>
Less than 10.0 percent	40	3%	17,643	5%
10.0 to 14.9 percent	74	5%	34,583	10%
15.0 to 19.9 percent	226	14%	39,070	11%
20.0 to 24.9 percent	93	6%	28,724	8%
25.0 to 29.9 percent	98	6%	19,446	5%
30.0 to 34.9 percent	56	4%	12,118	3%
35.0 to 39.9 percent	49	3%	9,008	2%
40.0 to 49.9 percent	44	3%	10,893	3%
50.0 percent or more	140	9%	23,598	6%
Not computed	0	0%	1,126	0%
<b>30.0 percent or more</b>	<b>289</b>	<b>18%</b>	<b>55,617</b>	<b>15%</b>
<b>Housing units without a mortgage</b>	<b>749</b>	<b>48%</b>	<b>166,884</b>	<b>46%</b>
Less than 10.0 percent	323	21%	75,064	21%
10.0 to 14.9 percent	112	7%	31,650	9%
15.0 to 19.9 percent	75	5%	17,557	5%
20.0 to 24.9 percent	40	3%	10,085	3%
25.0 to 29.9 percent	52	3%	7,157	2%
30.0 to 34.9 percent	31	2%	5,353	1%
35.0 to 39.9 percent	6	0%	3,045	1%
40.0 to 49.9 percent	55	4%	3,723	1%
50.0 percent or more	51	3%	10,237	3%
Not computed	4	0%	3,013	1%
<b>30.0 percent or more</b>	<b>143</b>	<b>9%</b>	<b>22,358</b>	<b>6%</b>

Source: U.S. Census Bureau, 2019 American Community Survey

The table shows owner-occupied households by income and cost burden.

As one would expect, the share of homeowners paying 30% or more of income for housing falls as household incomes increase.

A total of 432 (28%) out of 1,569 owner households paid 30% or more of household income on housing in the Study Area.

**Table 17: Monthly Owner Costs 30 Percent or more of Household Income by Income, 2019**

Owner-Occupied	CNI Third Ward		City of Houston	
	Count	Share	Count	Share
<b>Total Owners</b>	<b>1,569</b>	<b>100%</b>	<b>363,093</b>	<b>100%</b>
<b>Total In Income Range</b>	<b>1,569</b>	<b>100%</b>	<b>363,093</b>	<b>100%</b>
Less than \$10,000	63	4%	14,367	4%
\$10,000 to \$19,999	157	10%	21,721	6%
\$20,000 to \$34,999	198	13%	39,667	11%
\$35,000 to \$49,999	188	12%	37,992	10%
\$50,000 to \$74,999	181	12%	58,579	16%
\$75,000 to \$99,999	260	17%	45,687	13%
\$100,000 or more	522	33%	145,080	40%
<b>30% or more of Income</b>	<b>432</b>	<b>28%</b>	<b>77,975</b>	<b>21%</b>
Less than \$10,000	46	3%	9,461	3%
\$10,000 to \$19,999	119	8%	13,839	4%
\$20,000 to \$34,999	87	6%	19,510	5%
\$35,000 to \$49,999	40	3%	13,434	4%
\$50,000 to \$74,999	66	4%	11,073	3%
\$75,000 to \$99,999	68	4%	4,876	1%
\$100,000 or more	6	0%	5,782	2%

Source: U.S. Census Bureau, 2019 American Community Survey

## Renters

In the Study Area renters paid 30% and greater of their income on housing costs at higher rates than of owners.

Out of 4,081 renters in the Study Area, approximately 45% (1,835) paid 30% or more on housing.

About 25% (972) of renters spent 50% or more of their income on housing, something only 12% (191) of homeowners did.

The median gross rent as a share of income for Amarillo was 32.5% compared to 30.4% for Houston.

**Table 18: Gross Rent as a Percentage Of Household Income, 2019**

Renter-Occupied	CNI Third Ward		City of Houston	
	Count	Share	Count	Share
<b>Total</b>	<b>4,081</b>	<b>100%</b>	<b>495,281</b>	<b>100%</b>
Less than 10.0 percent	144	4%	17,991	4%
10.0 to 14.9 percent	312	8%	39,821	8%
15.0 to 19.9 percent	557	14%	59,830	12%
20.0 to 24.9 percent	371	9%	59,196	12%
25.0 to 29.9 percent	364	9%	53,882	11%
30.0 to 34.9 percent	301	7%	41,194	8%
35.0 to 39.9 percent	302	7%	32,294	7%
40.0 to 49.9 percent	260	6%	44,625	9%
50.0 percent or more	972	24%	119,157	24%
Not computed	498	12%	27,291	6%
<b>30.0 percent or more</b>	<b>1,835</b>	<b>45%</b>	<b>237,270</b>	<b>48%</b>
<b>Median gross rent as a % of household income</b>	<b>32.5%</b>	<b>-</b>	<b>30.4%</b>	<b>-</b>

Source: U.S. Census Bureau, 2019 American Community Survey

Approximately 45% of renter households in the Study Area paid 30% or greater of income on housing.  
Renter households making less than \$34,999 in the Study Area made up 91% of housing cost burden renters.

**Table 19: Monthly Renter Costs 30% or More of Household Income by Income, 2019**

Renter-Occupied	CNI Third Ward		City of Houston	
	Count	Share	Count	Share
<b>Total</b>	<b>4,081</b>	<b>100%</b>	<b>495,281</b>	<b>100%</b>
<b>Total In Income Range</b>	<b>4,081</b>	<b>100%</b>	<b>495,281</b>	<b>100%</b>
Less than \$10,000	829	20%	52,168	11%
\$10,000 to \$19,999	845	21%	66,755	13%
\$20,000 to \$34,999	733	18%	101,291	20%
\$35,000 to \$49,999	646	16%	77,861	16%
\$50,000 to \$74,999	552	14%	84,737	17%
\$75,000 to \$99,999	130	3%	45,396	9%
\$100,000 or more	346	8%	67,073	14%
<b>30% or More of Income</b>	<b>1,835</b>	<b>45%</b>	<b>237,270</b>	<b>48%</b>
Less than \$10,000	382	9%	33,036	7%
\$10,000 to \$19,999	713	17%	62,093	13%
\$20,000 to \$34,999	592	15%	86,101	17%
\$35,000 to \$49,999	90	2%	36,065	7%
\$50,000 to \$74,999	41	1%	16,169	3%
\$75,000 to \$99,999	17	0%	2,514	1%
\$100,000 or more	0	0%	1,292	0%

Source: U.S. Census Bureau, 2019 American Community Survey

## SINGLE-FAMILY HOME SALES

Single-family detached home sales volume in the Study Area increased by 84% from 80 in 2016 to 147 in 2021.

The median sale price in 2016 was \$261,250 and went up 40% by 2021 to \$365,000.

Average sales price per square foot increased about 40% from \$131 psf. in 2016 to \$183 psf. in 2021.

**Table 20: Study Area Single-Family Detached Homes Sales, 2016 and 2021**

CNI Third Ward - Single Family Detached	2016	2021	Change
# of sales	80	147	83.8%
Median sales price	\$261,250	\$365,000	39.7%
Average sales price	\$257,224	\$342,271	33.1%
Average sales price / sq.ft.	\$131	\$183	39.3%
Average DOM	58	56	-3.9%
Median DOM	37	25	-31.5%

Source: HAR-MLS, CDS

Single-family townhome sales volume in the Study Area from 2016 to 2021 stayed flat with 26 and 28 sales.

The median townhome sale price in 2016 was \$296,500 and \$299,500 in 2021.

Average sales price per square foot increased about also stayed flat at \$160 psf.

**Table 21: Study Area Single-Family Townhome Sales, 2016 and 2021**

CNI Third Ward - Townhomes	2016	2021	Change
# of sales	26	28	7.7%
Median sales price	\$296,500	\$299,500	1.0%
Average sales price	\$313,237	\$317,898	1.5%
Average sales price / sq.ft.	\$161	\$160	-1.0%
Average DOM	60	46	-22.6%
Median DOM	49	40	-18.6%

Source: HAR-MLS, CDS

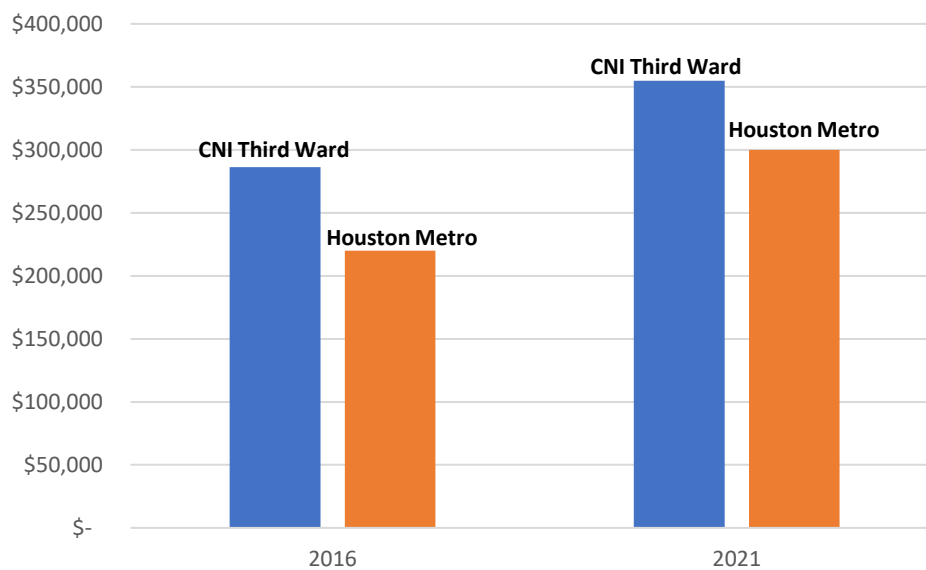
The table and figure below shows median sales price for 2016 and 2021 for single-family detached and single-family townhomes in the Study Area and Houston metro.

**Table 22 / Figure 23: Study Area and Houston Metro Median Single-Family and Townhome Sales Price, 2016 and 2021**

	2016	2021	Change
CNI Third Ward – Single-Family Detached and Townhomes	\$286,250	\$354,900	24.0%
Houston Metro	\$220,000	\$300,000	36.4%

Source: HAR-MLS, CDS

As can be seen in the chart below, the Study Area had a higher median price than the Houston Metro in 2016 and 2021.



Source: HAR-MLS, CDS



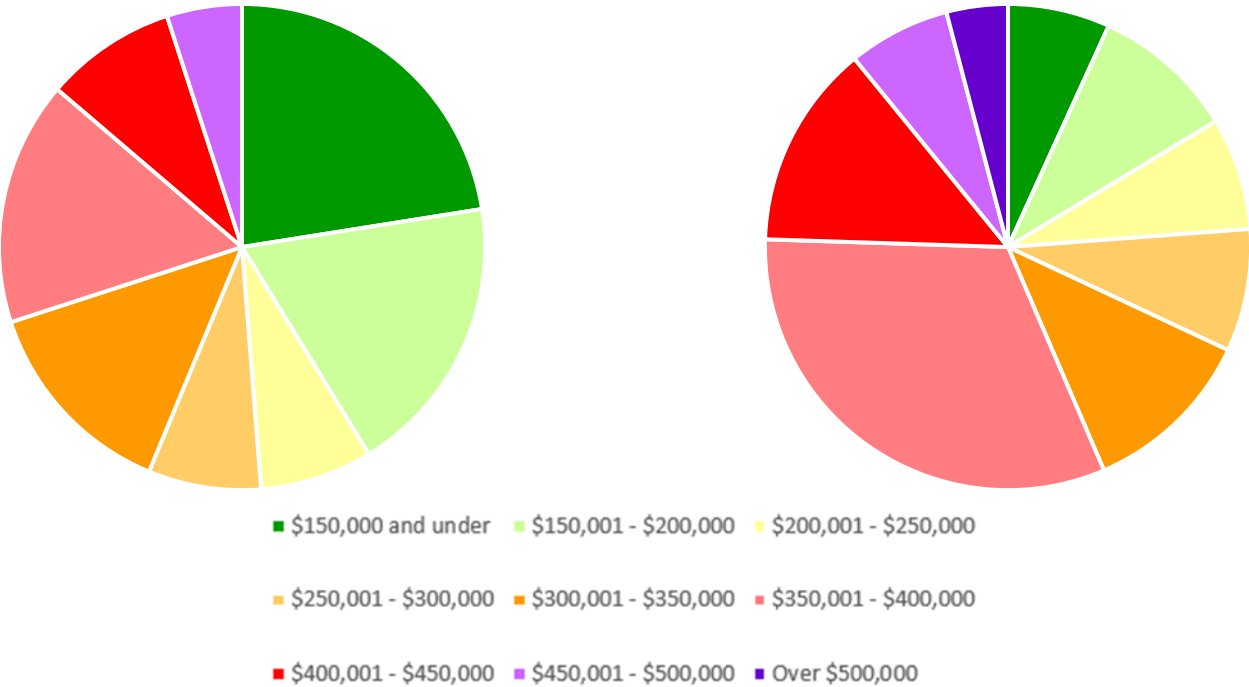
The share of single-family detached homes sold in the \$150,000 and under, shown in dark green in the chart below, has shrank significantly from 2016 to 2021.

The bulk of single-family detached sales in 2021 were in the \$350,001 to \$400,000 price range.

**Figure 24: CNI Third Ward Single-Family Detached Sales by Price Range, 2016 and 2021**

Single Family Detached Sales 2016

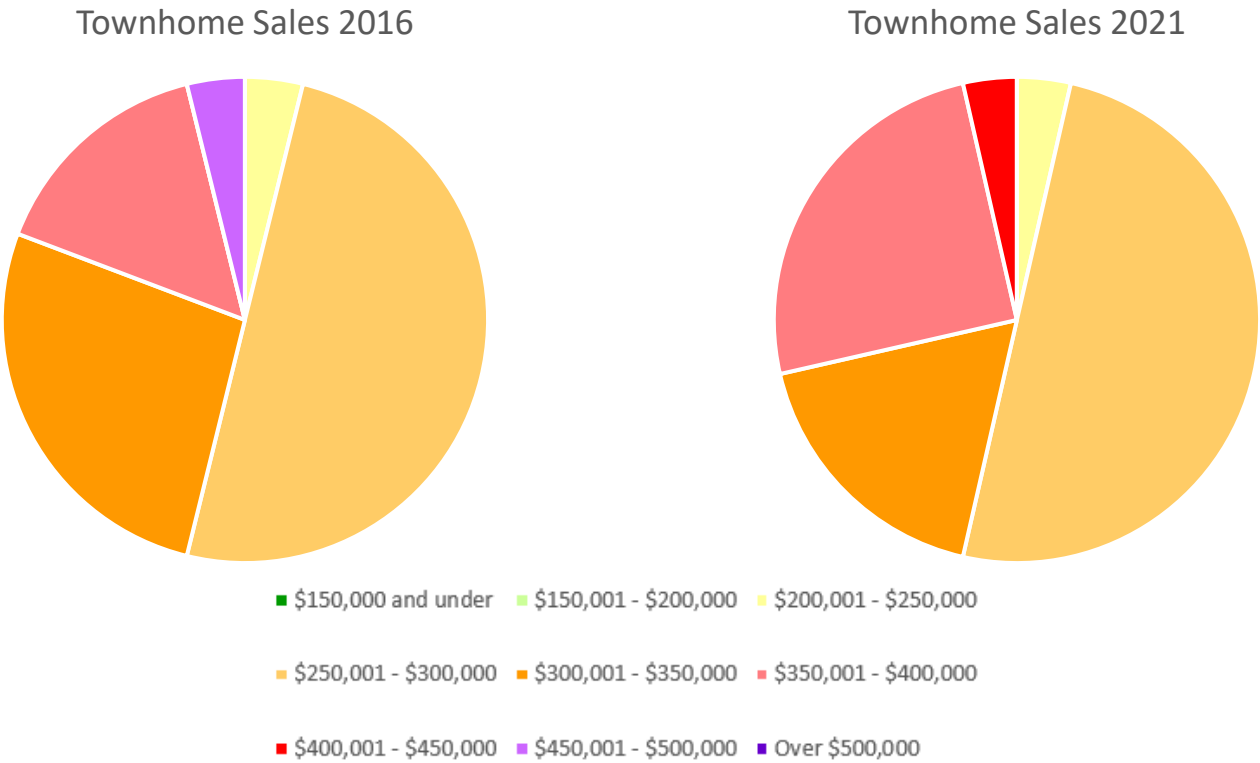
Single Family Detached Sales 2021



Source: HAR-MLS, CDS

The chart below shows townhome sales by price range in the Study Area in 2016 and 2021. There were no townhome sales under \$250,000 in 2016 or 2021.

Figure 25: CNI Third Ward Townhome Sales by Price Range, 2016 and 2021



Source: HAR-MLS, CDS

The table below displays single-family detached active listings as of February 2022.

There were 63 active listings with a median list price of \$375,000.

Median square footage was 1,777 and median list price per square foot was \$215 psf.

**Table 26: CNI Third Ward Active Single Family Detached Listings, February 2022**

63 Listings	SqFt	Yr Built	Lot Size	List Price	List Price / SqFt	DOM	Cum .DOM
Min	600	1927	1,400	\$110,000	\$113.88		
Max	3,500	2022	6,400	\$777,999	\$371.89	365	944
Avg	1,701	1984	3,533	\$349,393	\$211.65	79	106
<b>Median</b>	<b>1,777</b>	<b>2008</b>	<b>3,570</b>	<b>\$375,000</b>	<b>\$215.01</b>	<b>53</b>	<b>58</b>

Source: HAR-MLS, CDS

The table below displays single-family townhome active listings as of February 2022.

There were 3 active listings with a median list price of \$335,000.

Median square footage was 1,779 and median list price per square foot was \$191 psf.

**Table 27: CNI Third Ward Active Townhome Listings, February 2022**

3 Listings	SqFt	Yr Built	Lot Size	List Price	List Price / SqFt	DOM	Cum .DOM
Min	1,410	1999	1,964	\$270,000	\$188.31	11	11
Max	2,246	2013	2,278	\$429,000	\$191.49	51	220
Avg	1,812	2006	2,075	\$344,667	\$190.27	27	94
<b>Median</b>	<b>1,779</b>	<b>2007</b>	<b>1,984</b>	<b>\$335,000</b>	<b>\$191.01</b>	<b>18</b>	<b>51</b>

Source: HAR-MLS, CDS

## MULTIFAMILY MARKET

The tables below show multifamily market data for the Study Area.

There were a total of 77 existing multifamily buildings with no indication of demolitions in the past 12 months and 41 new units delivered in that same time frame.

**Table 28: CNI Third Ward Multifamily Market**

Inventory	
Existing Buildings	77
Average Units Per Building	21
12 Month Demolished Units	0
12 Month Occupancy % at Delivery	83%
12 Month Construction Starts Units	0
12 Month Delivered Units	88
12 Month Average Delivered Units	41

Source: CoStar, CDS

Availability	
Vacant Units	78
Asking Rent/SF	\$0.91
Concession Rate	0.5%
Studio Asking Rent	\$634
1 Bedroom Asking Rent/Unit	\$690
2 Bedroom Asking Rent/Unit	\$803
3 Bedroom Asking Rent/Unit	\$992

Source: CoStar, CDS

Asking rent per square foot was \$0.91.

Rents ranged from \$634 for a studio unit to \$992 for a 3 bedroom unit.

Single-family rentals made up a significant portion of the rental inventory in the Study Area.

The amount of single-family rentals listed on the MLS showed overall number of leased units increased by almost 80% in the Study Area since 2016 up from 157 to 280.

There were 48 single-family rentals listed in the Study Area as of February 2022.

The median listed lease price was \$1,538 up from \$1,200 in 2016.

Average listed lease price per square foot was \$1.24 per square foot.

**Table 29: CNI Third Ward Single-Family Rentals**

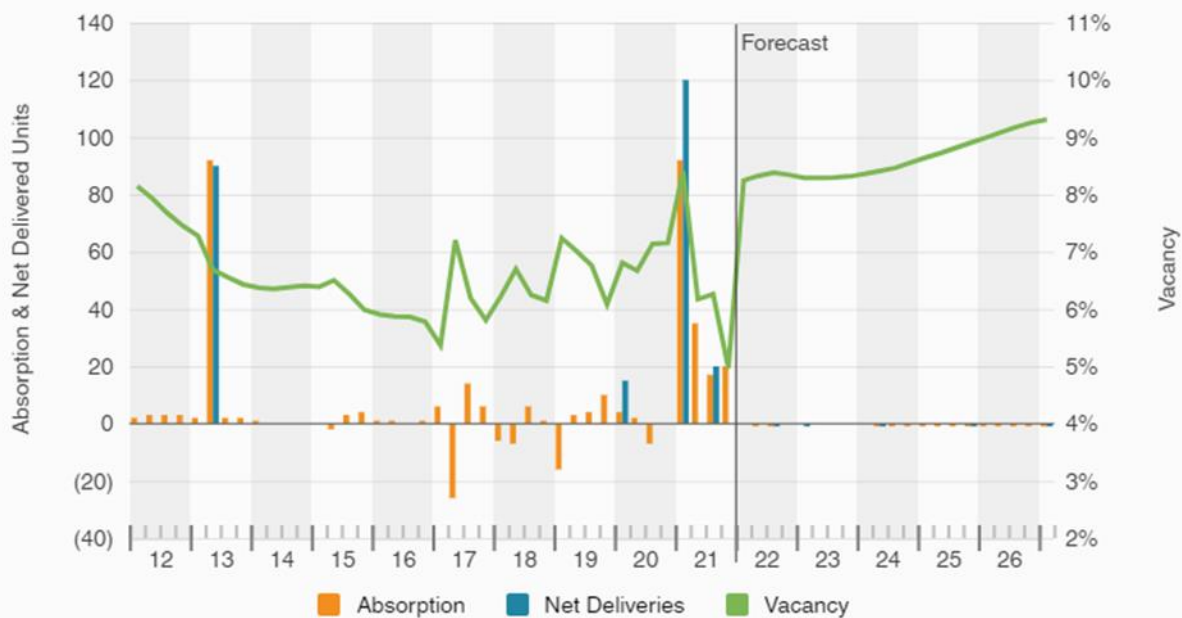
	2016	2021	Change	Feb. 2022 Listings
# of leases	157	280	78.3%	48
Median lease price	\$1,200	\$1,300	8.3%	\$1,538
Average lease price	\$1,312	\$1,546	17.9%	\$2,025
Average lease price / sq.ft.	\$0.88	\$1.12	27.2%	\$1.24
Average lease price / bedroom	\$586	\$691	17.9%	\$754
Median lease price / bedroom	\$550	\$650	18.2%	\$738
Average DOM	45	52	13.9%	-
Median DOM	40	32	-20.0%	-

Source: HAR-MLS, CDS

The chart below shows absorption of about 140 new multifamily units in the Study Area in 2021 with an overall occupancy rate at the end of 2021 around 95%.

Vacancy, indicated by the green line, forecasts future vacancy to increase to about 8% in 2022. However, this is likely only to occur given a large loss of currently occupied multifamily units in the Study Area by demolition or other means which does not appear very likely.

**Figure 30: CNI Third Ward Multifamily Absorption, Net Deliveries, and Vacancy**



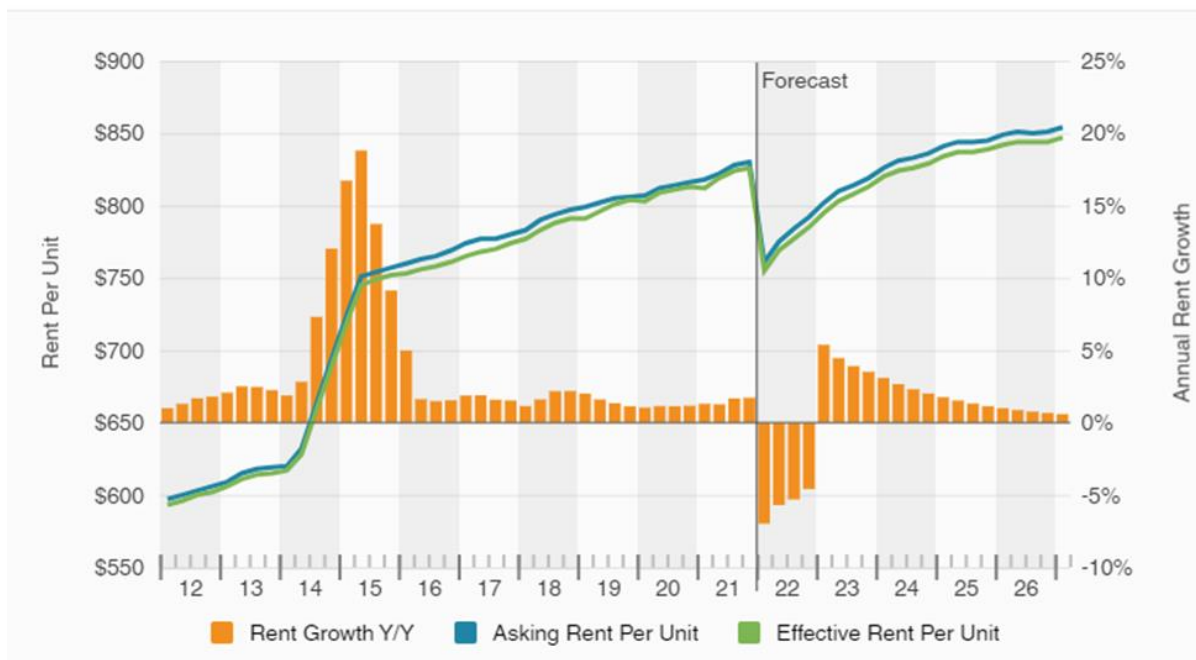
Source: CoStar, CDS



Market rent per unit and rent growth have increased from 2015 through 2021 from around \$750 to \$825.

Forecast data shows a drop in rent per unit in 2022, yet evidence of potential sharp decrease in multifamily rents in the Study Area appear to be unfounded in the opinion of CDS analysts.

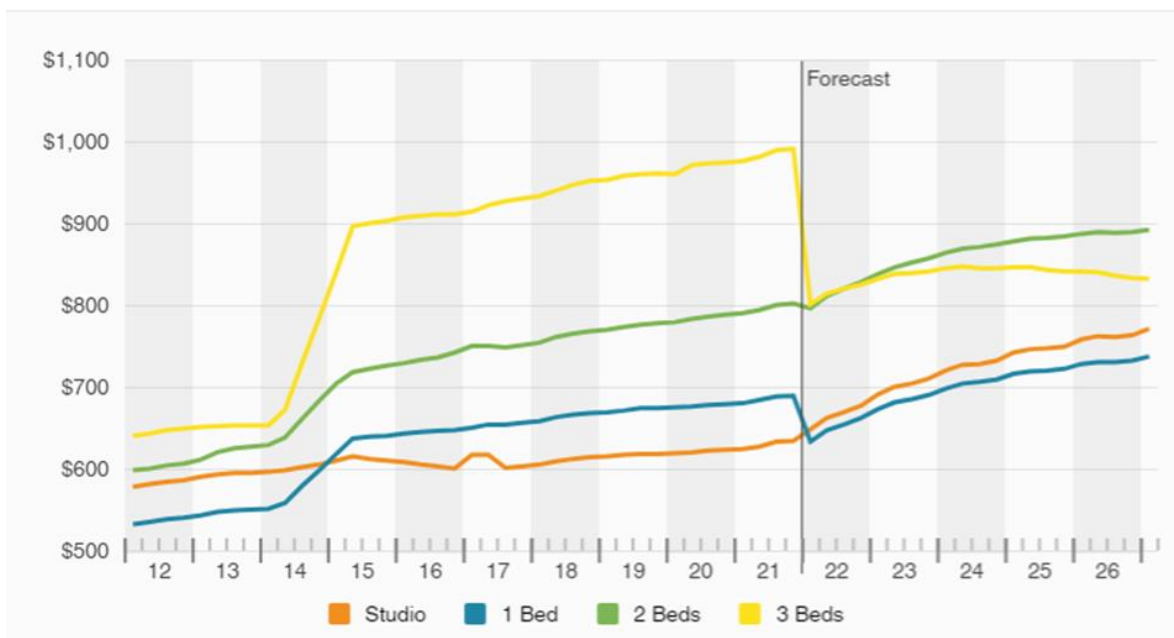
**Figure 31: CNI Third Ward Multifamily Market Rent Trends**



Source: CoStar, CDS

Rent per unit increased for each bedroom type, although studio unit rents appear to have stayed mostly flat at around \$600.

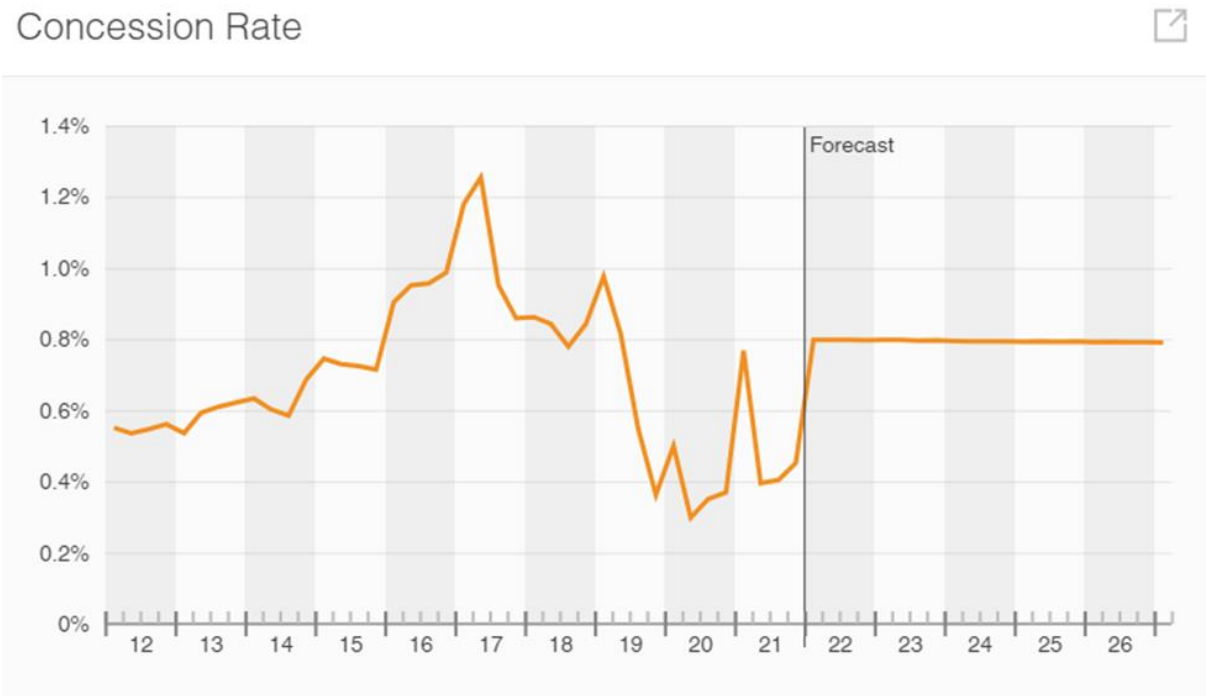
**Figure 32: CNI Third Ward Multifamily Rent by Bedroom**



Source: CoStar, CDS

Concession rates have been falling since 2017 to about %0.8 by the end of 2021.

Figure 33: CNI Third Ward Multifamily Trends



Source: CoStar, CDS

**Table 34: CNI Third Ward Multifamily Supply**

Property Name	Address	Building Class	Rent Type	Yr. Built	Yr. Renovated	Total Units	Avg. Rent	Avg. Sf.	Avg. Rent/Sf	Occupancy
	3709 Anita St	B	Market	2021		8		656		84%
	3446 Blodgett St		Market	1950	2021	2				97%
	3523 Hadley St	C	Market/Affordable	1937	2021	8				97%
	2617 Napoleon St	B	Market	2020		15				97%
	2305 Southmore Blvd	C	Market	1950		12				97%
	2605 Alabama St	C	Market	1930		6		648		97%
The Suites at Alabama	3238 Alabama St	B	Market	2004		16				97%
	3117 Anita St	C	Market	1980		8		765		98%
	2318 Arbor St	C	Market	1930	1990	4				97%
	3514 Attucks St	C	Market	1955		12	\$636	600	\$1.06	97%
	3521 Attucks St	C	Market	1955		6				97%
The Residences at Barbee Street	2907 Barbee St	B	Market	1950		15		902		97%
Barbee Street Apartments	2909 Barbee St	C	Market	1950	2018	5		1,641		97%
	2405 Bastrop St	C		2018						100%
Bastrop Plaza Apartments	2407-2419 Bastrop St	C	Affordable	1952	2014	21	\$799	700	\$1.14	100%
	2402 Berry St	C	Market	1960		8				97%
	2522 Binz St	C	Market	1963		4				97%
	2524 Binz St	C	Market	1963		4				97%
	2201 Blodgett St		Affordable	1935	1989					100%
	2703 Blodgett St	C	Market	1930		4				97%
	2820 Blodgett St	C	Market	1945		6				97%
	3016 Blodgett St	C	Market	1965		7				97%
	3801 Briley St	C	Market	1960	2009	4				97%
	2619 Canfield St	F	Market	1948		4		810		2%
	2623 Canfield St	F		1948		4				97%
	2719 Canfield St	C	Market	1930		10		648		97%
Twelve Canfield Place	3800 Canfield St	C	Market	1958		72	\$895	786	\$1.14	92%
The Law Harrington Senior Living Center	2222 Cleburne St	B	Affordable	2021		112	\$915	928	\$0.99	97%
	2402 Cleburne St	C	Market	1950		2				97%
	2501 Delano St	C	Market	1950		16	\$490	624	\$0.79	90%
	2907 Delano St	C	Market	1960		6	\$827			97%
	3711 Delano St		Market/Affordable	1938	2007					100%

Property Name	Address	Building Class	Rent Type	Yr. Built	Yr. Renovated	Total Units	Avg. Rent	Avg. Sf.	Avg. Rent/Sf	Occupancy
	3807 Delano St	C	Market	1935		6	\$775	670	\$1.16	97%
	3308 Elgin Ct	C	Market			12				97%
	3463 Elgin St	B	Market	2006		6				97%
Haven at Elgin	3719 Elgin St	B		2022		166				100%
	5010 Ennis St	C	Market	1950		8				100%
	2706 Francis St	C	Market	1940		6				97%
	3422 Francis St	C	Market	1980		4		810		97%
	3124 Gray St	C	Market	1962		16		667		97%
Zion Village	3154 Gray St	B	Affordable	2008		50	\$730	765	\$0.95	97%
	3523-3611 Hadley	C	Market	1937		8				97%
	2619 Hadley St	C	Affordable	1940		22				98%
	3229 Holman St	C	Market	1938		8				97%
	2508 Isabella St		Market	1938	2017	2		660		97%
	2602 Isabella St	C		1930	2018	4				97%
	2116 Live Oak St	C	Market	1950		4		900		2%
	2603 Live Oak St	F	Market	1930		6				97%
	5020 Paige St	C	Market	1960		12				97%
	3315 Reeves St	C	Market/Affordable	1930		6	\$594			97%
	3009 Rosalie	C	Market	1935		6				97%
	3455 Rosalie St	C	Market	1946		4				97%
	2303 Rosewood St	C	Market	1950		6				97%
	2113 Saint Charles St	F	Market	1949		2				97%
	2401 Sampson St	C	Market	1928	2018	8		500		97%
	3522 Sampson St		Market	1940	2016					100%
Riveria Apartments	2403 Southmore Blvd	C	Market	1960		30	\$617	667	\$0.92	98%
Southmore Gardens	2408-2412 Southmore Blvd	C	Market	1960		32	\$751	750	\$1.00	80%
	2411 Southmore Blvd	C	Market	1935		2				97%
	2415 Southmore Blvd	C	Market	1979		5				97%
	2508 Southmore Blvd	C	Market	1940		16		600		100%
	2602 Southmore Blvd	C	Market	1945		5				97%
	2501 Truxillo St	C	Market	1930	2013	6				97%
	3008-3014 Truxillo St	C	Market	1948		20	\$875	650	\$1.35	6%
Cuney Homes	3260 Truxillo St	C	Affordable	1938	1997	544	\$840	963	\$0.87	100%
Tuam Terrace Apartments	2309 Tuam St	A	Market	1940		24	\$584			81%

Property Name	Address	Building Class	Rent Type	Yr. Built	Yr. Renovated	Total Units	Avg. Rent	Avg. Sf.	Avg. Rent/Sf	Occupancy
	3335 Tuam St	C	Market/Affordable	1938		4				97%
	3721 Tuam St	C	Market	1952		12				97%
Zion Gardens	2502 Webster St	B	Affordable	2013		90	\$870	1,150	\$0.76	89%
	3124 Webster St	C	Market	1940		10		443		97%
	2919 Wentworth St	C	Market	1955		2				97%
	2506 Wheeler St	C	Market	1940		7				97%
	2315 Wichita -1	C		1975		1				97%
	2840 Winbern St	C	Market	1940		6				97%
3610 Burkett St	3257 Winbern St	B	Market	1965	2017	5				97%
Calumet Court	2608 Calumet St	B	Market	1964		88		880		97%
	5102 Emancipation Avenue -1			1980						100%
	2709 Isabella St	C		1930		2				97%
	5011 Paige St	C	Market/Affordable	1960		24				97%
	2511 Rosalie St	C	Market	1948		4				97%
St Charles Place	3113 St. Charles St	B	Affordable	2021		20	\$920			100%
	3711 Taum St	C	Market			12				97%
	3019 Truxillo St	C	Market	1950		8				97%
<b>Total/Average</b>				<b>1956</b>	<b>2011</b>	<b>1,752</b>	<b>\$757</b>	<b>770</b>	<b>\$1.01</b>	<b>93%</b>

Source: CoStar, CDS

Based on data from CoStar there were about 1,752 total multifamily units in the Study Area at average unit rent of \$757 per month and average unit square foot of 770 sf. for an average rent per square foot of \$1.01 psf.

Overall occupancy was 93%-95% indicating a somewhat tight rental market which could indicate demand for additional rental units in the Study Area.

## JOB INFLOW AND OUTFLOW

LEHD estimates for 2019 denoted 2,630 employed in the Study Area.

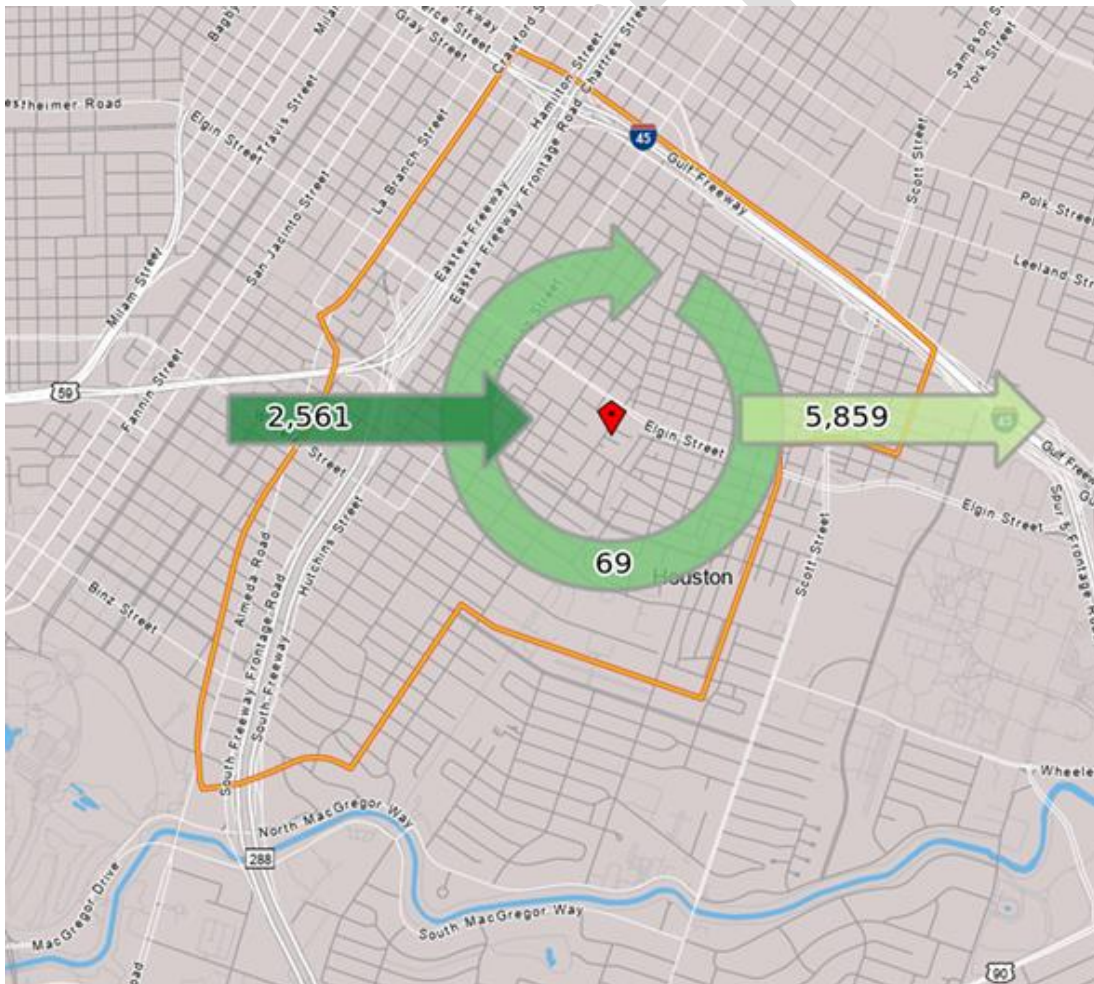
The figure below shows the direction in 2019 of job inflow and outflow of those employed in the Study Area.

The dark green arrow indicates workers employed in the Study Area living outside the boundary who commute in for work (2,561).

The lighter green round arrow represents those employed and living in the Study Area (69).

The lightest green arrow shows the number of those living in the Study Area yet employed outside of the boundary (5,859).

**Figure 35: Amarillo 2019 LEHD Job Inflow/Outflow**



Source: US Census Bureau, Center for Economic Studies, Longitudinal Employer-Household Dynamics (LEHD), OnTheMap



The table below reiterates the information from the previous map.

As can be seen of the 5,928 estimated living in the Study Area just 1% of them are also employed there.

This shows that the Study Area does not provide much employment opportunities for local residents to work in the same community they reside.

At the same time it should be noted that the Study Area benefits from an advantageous location very close to some of the largest employment areas in the Houston area such as the Port/Ship Channel, Downtown/CBD, Texas Medical Center, Hobby Airport, and other large scale employment nodes where Study Area residents could already be finding sufficient employment opportunities near their home.

**Table 36: CNI Third Ward LEHD Inflow/Outflow Job Counts, 2019**

Inflow/Outflow Job Counts (All Jobs)	Count	%
<b>Employed in the Selection Area</b>	<b>2,630</b>	<b>100%</b>
Employed in the Selection Area but Living Outside	2,561	97%
Employed and Living in the Selection Area	69	3%
<b>Living in the Selection Area</b>	<b>5,928</b>	<b>100%</b>
Living in the Selection Area but Employed Outside	5,859	99%
Living and Employed in the Selection Area	69	1%

Source: US Census Bureau, Center for Economic Studies, Longitudinal Employer-Household Dynamics (LEHD), OnTheMap

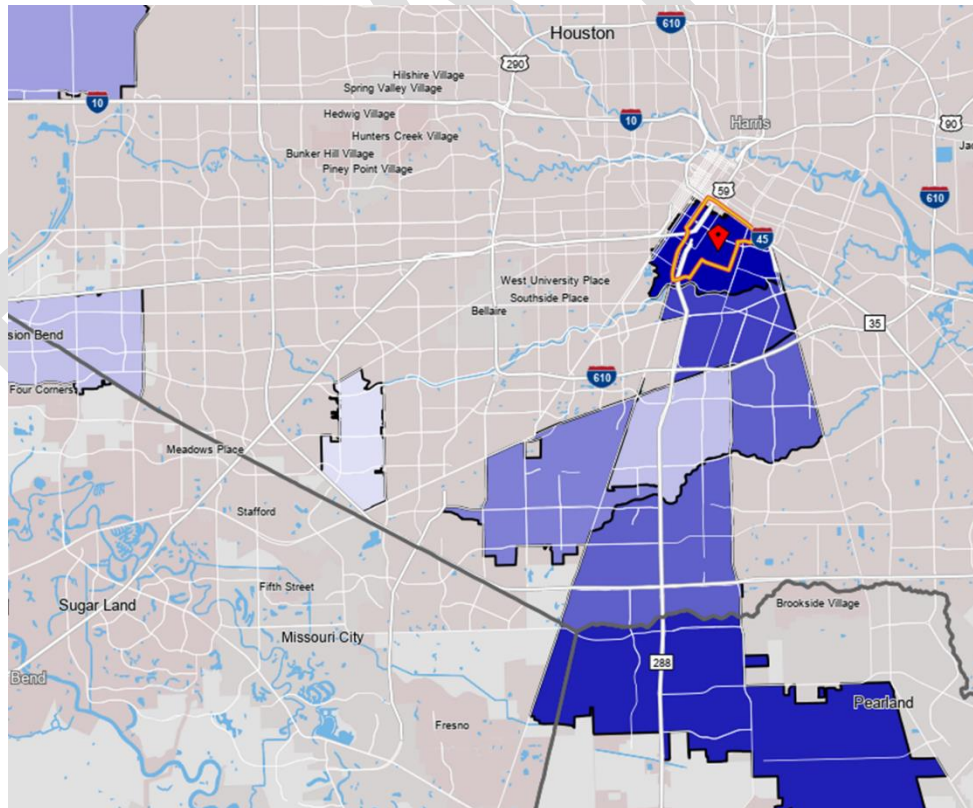
Most workers in the Study Area lived in zip codes to the south along Hwy. 288.

The primary employers in the Study Area are Texas Southern University and University of Houston along with local retail, food and accommodation establishments.

**Table 37 /Figure 38: CNI Third Ward, Where Workers Live, 2019**

Zip Codes Where Workers Live	Count	Share
<b>All ZIP Codes (ZCTA)</b>	<b>2,630</b>	<b>100%</b>
77004	131	5%
77584	54	2%
77021	53	2%
77033	50	2%
77047	50	2%
77045	44	2%
77084	36	1%
77051	35	1%
77083	35	1%
77071	34	1%
All Other Locations	2,108	80%

Source: US Census Bureau, Center for Economic Studies, Longitudinal Employer-Household Dynamics (LEHD), OnTheMap



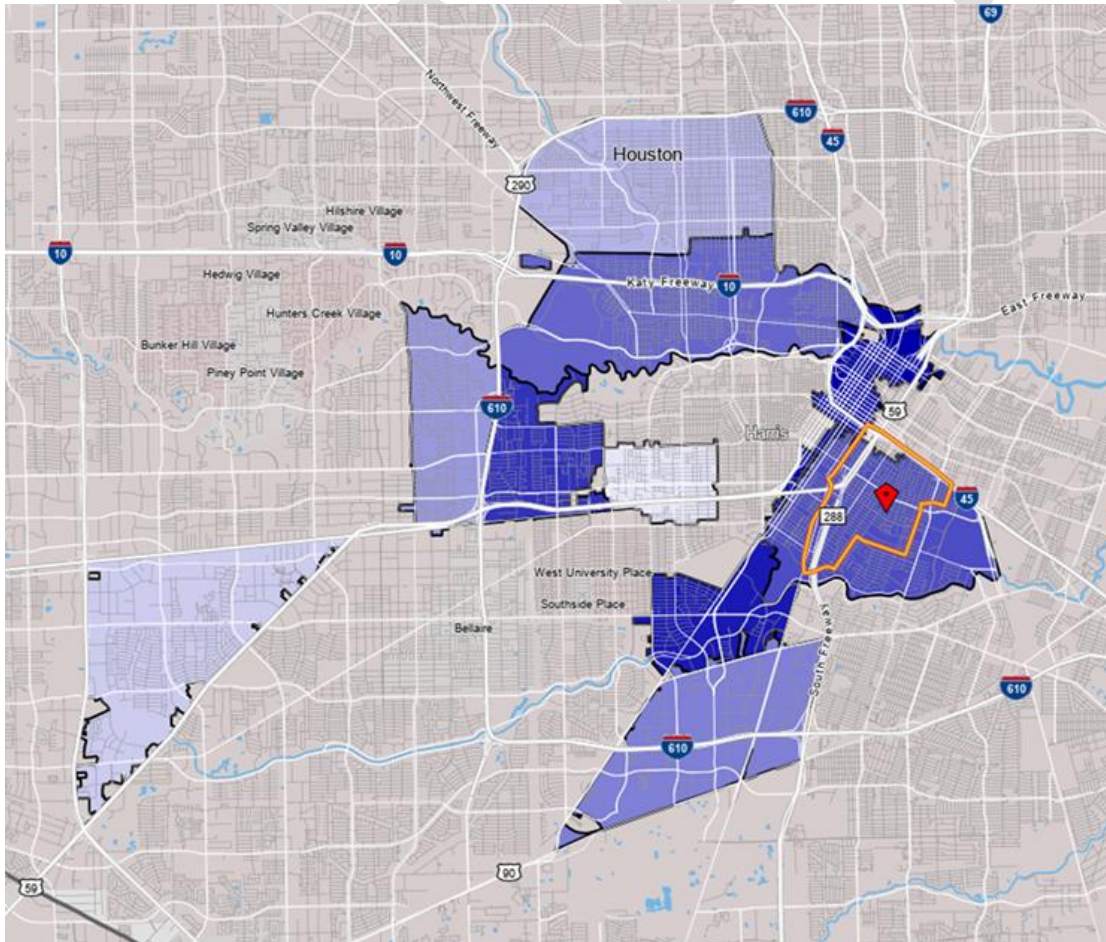
Source: US Census Bureau, Center for Economic Studies, Longitudinal Employer-Household Dynamics (LEHD), OnTheMap

The table and figure below show zip codes where Study Area residents work based on LEHD 2019 data.

**Table 39 /Figure 40: CNI Third Ward, Where Residents Work, 2019**

Zip Codes Where Residents Work	Count	Share
<b>All ZIP Codes (ZCTA)</b>	<b>5,928</b>	<b>100%</b>
77002	583	10%
77030	393	7%
77027	274	5%
77004	214	4%
77007	178	3%
77054	161	3%
77056	134	2%
77008	128	2%
77036	118	2%
77098	109	2%
All Other Locations	3,636	61%

Source: US Census Bureau, Center for Economic Studies, Longitudinal Employer-Household Dynamics (LEHD), OnTheMap



Source: US Census Bureau, Center for Economic Studies, Longitudinal Employer-Household Dynamics (LEHD), OnTheMap



## 2045 FORECAST

CDS and HGAC's Regional Growth Forecast of population, employment for the 8-county H-GAC Transportation Management Area (Brazoria, Chambers, Fort Bend, Galveston, Harris, Liberty, Montgomery, and Waller counties) have been updated in 2019 (CDS) and 2018 (HGAC).

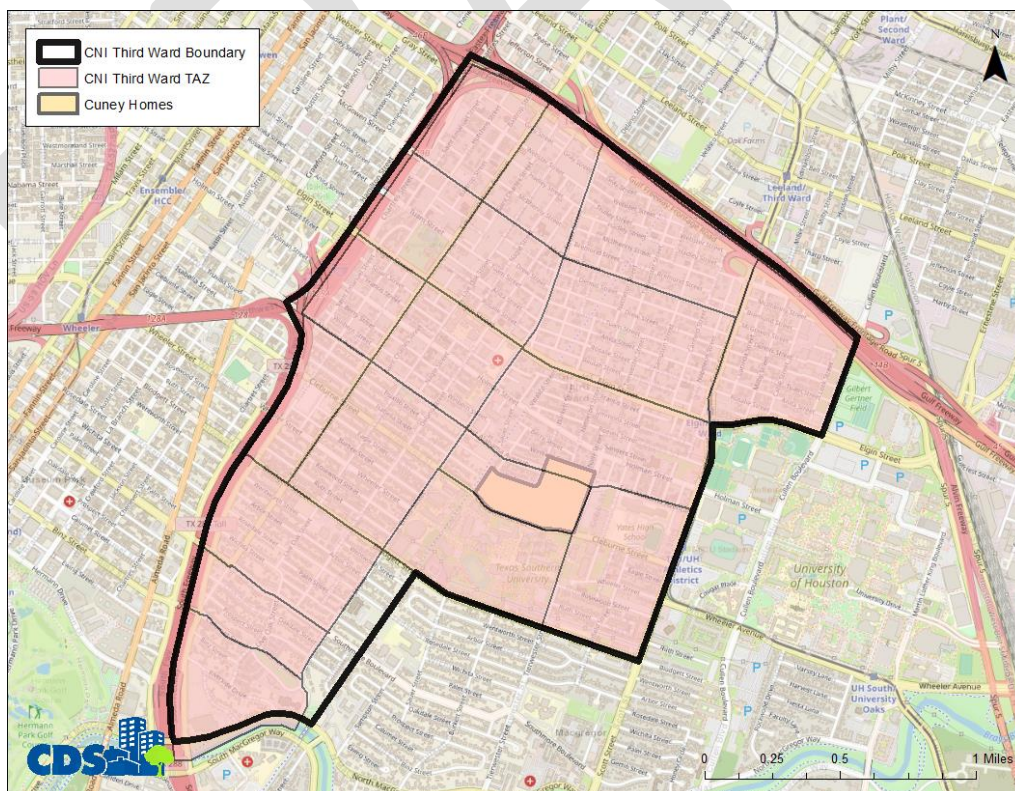
Population household and employment data and figures from CDS and HGAC most recent regional forecasts are shown at the Transportation Analysis Zones (TAZ) for the Study Area.

CDS' forecast shows a greater amount of population and jobs than HGAC in the Study Area by 2045

**Table 41 /Figure 42: CNI Third Ward, CDS and HGAC TAZ Forecast**

	Population		Households		Jobs	
	CDS 2019	H-GAC 2018	CDS 2019	H-GAC 2018	CDS 2019	H-GAC 2018
<b>2010</b>	11,755		5,189		5,405	
<b>2015</b>	12,472	13,034	5,321	6,964	6,224	5,434
<b>2020</b>	12,919	13,669	5,492	7,402	6,456	5,663
<b>2025</b>	13,344	13,903	5,658	7,614	7,003	5,871
<b>2030</b>	13,729	14,195	5,816	7,636	7,719	5,906
<b>2035</b>	14,140	14,519	5,985	7,625	8,156	5,933
<b>2040</b>	14,510	14,188	6,153	7,620	8,642	5,958
<b>2045</b>	14,839	13,806	6,288	7,615	9,140	5,982

Source: CDS and HGAC TAZ Forecast



Source: HGAC, CDS

## MIDTOWN AFFORDABLE HOUSING PLAN 2017

The Midtown Redevelopment Authority (MRA)/Tax Increment Reinvestment Zone No. 2 (TIRZ) are parallel organizations. The TIRZ was created on December 14, 1994, and the MRA was created in January 1995.

They were created to redevelop the area; aid, assist, and act on behalf of the City in governmental functions; and to provide an operating and financing vehicle for implementing the TIRZ Project and Financing Plan.

The current TIRZ includes approximately 771 acres of land including all annexations within its boundaries and are all within the City.

- The MRA/TIRZ have been responsible for physical and capital improvements in Midtown Houston. From the baseline appraised value of \$211 million, every increase in value and the taxes it generated is committed to Midtown Houston for 30 years.
- The most current appraised value of property in the district is over \$1.6 billion. This gives the MRA/TIRZ the ability to issue bonds based on the current and anticipated increase in value.

### **Affordable Housing Plan**

MRA has engaged the Center for Civic and Public Policy Improvement to provide oversight for the preparation of the Midtown Affordable Housing Plan (Plan), which will guide the Southeast Houston Affordable Housing Initiative.

Both partners are committed to making the comfort of a safe, sound residence a possibility for Houstonians who are having difficulty making this a reality with a new approach to affordable housing with the construction of *100 Homes Initiative*.

The Plan, which is an evergreen document that will evolve over time, incorporates:

- An analysis of existing conditions in the study area
- Market data
- Affordability analyses
- Design concepts that informed the preparation of a Development Program
- A Development Program that includes proposals for the types and number of units, as well as the number of stories (or levels) each development is proposed to have
- Strategies for implementing a systematic approach to the delivery of affordable housing units.

### **Southeast Houston Affordable Housing Initiative**

- Land acquired by the Midtown Redevelopment Authority will be provided at nominal cost to housing sponsors (defined as for-profit and nonprofit entities that develop housing), with the stipulation that affordable housing be constructed on it.
- The Southeast Houston Affordable Housing Initiative will serve families, students, faculty, singles, seniors, persons with special needs, veterans, and others. Households that require permanent or transitional housing will be served.

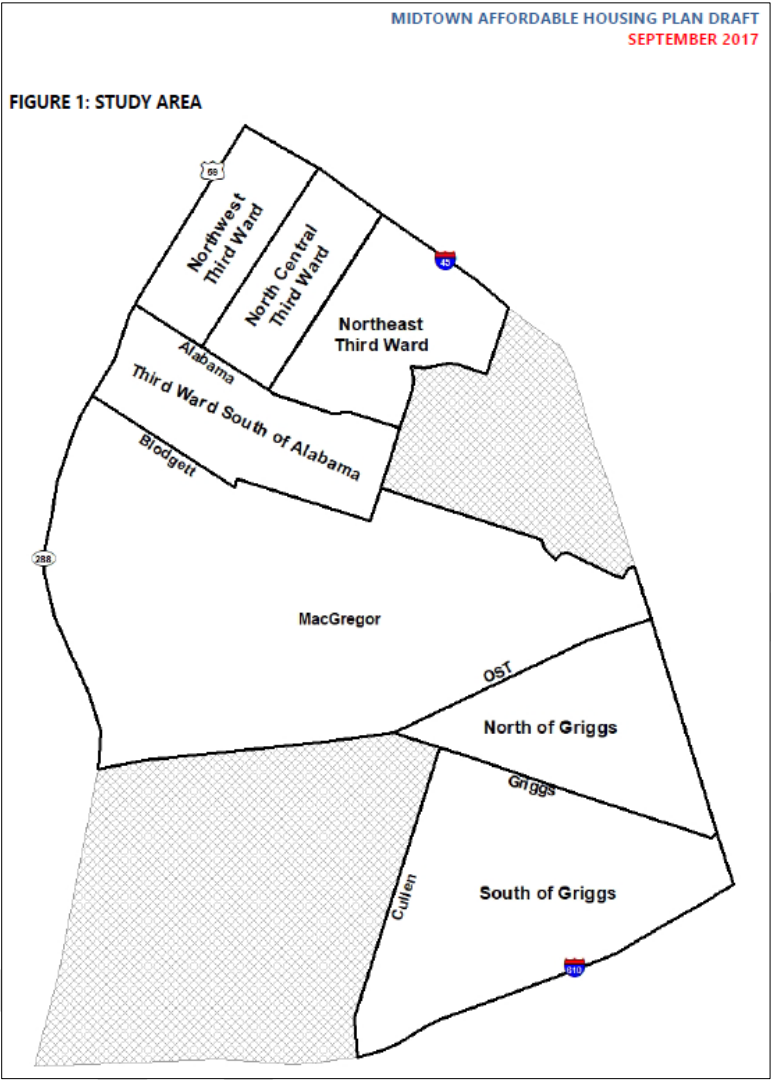
- Both renter households and households that desire to purchase will be served. Households with incomes from 30% to 120% of Area Median Income (AMI) will be served.
- There is no time limit on how long an occupant(s) can reside in permanent housing; transitional housing stays are of limited duration.
- The AMI for the region was \$71,500, as of 2017.

The Development Program includes the following prototypes:

- multi-family high density (50+ units)
- multi-family high-density with commercial (50+ units with commercial)
- multi-family medium density (26-49 units)
- multi-family low density (10-25 units)
- multi-family very low density (triplexes, 4-plexes, 6-plexes, and 8-plexes)
- duplexes
- single family detached units
- micro units (small single family detached units and units in multi-family developments)

The implementation of the Plan will begin with a mixed-use development at the intersection of Emancipation Avenue and Elgin Street that will include 20 units of multi-family housing and approximately 200 multi-family units north of the mixed-use development, all to be located in the Emancipation Avenue Mixed-Use District (*aka* Revive Emancipation!), in the Northwest Third Ward sector.

Figure 43: MRA Affordable Housing Plan Study Area





## LOCAL REALTOR FEEDBACK

CDS reached out to several local real estate agents, builders and developers active within the Study Area. Their anonymous feedback has been paraphrased in the bullet points below

- So far in 2022 prices have continued to increase to the high \$300,000s as the lowest priced new detached single-family home.
- Older homes are bought almost exclusively by investors.
- Most new construction is from a few local investors, developers and builders that have been the most active over the past five to seven years.
- Older homes are not being preserved or rehabbed.
- Not enough rental units, almost everything new is higher priced for-sale.
- Single-family rentals are getting harder to find.
- Empty lots are going for \$125,000 to \$245,000 apiece.
- Most recent buyers for new product are professionals working downtown like engineers, or lawyers, or at the universities as professors or faculty or work in or around the Texas Medical Center in healthcare.
- Age for buyers of newest single-family in the \$380,000's to \$400,000 ranges have mostly been 28 to 40 high salary earners in the \$150,000 and up range.
- Most of the buyers of highest priced homes in the \$500,000s and up have been 40 and older since those prices require so much savings and down payment.
- Older buyers of the highest priced homes seem to be mostly coming in from outside of Texas from other parts of the country and world.
- New permits from the city have gone from 3 to 5 months to 14 months now to start building on additional owned lots that plans have been submitted and paid for.
- Time delays are passed on to the buyer and they pay with not much pushback because they know everything is backed up from materials to permits and they are getting a very nice, brand new home.
- The local builders and developers that are active in Third Ward right now have the experience and understanding to construct new duplex and multi-unit rental housing.

Figure 44: CNI Third Ward Photos















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## **EXHIBIT K**

### **Mandatory Pre-Bid Virtual Meeting Instructions**

**Date:** June 7, 2023

**Time:** 3:30 P.M. Central Standard Time (“CST”)

Please send an e-mail to [Purchasing@housingforhouston.com](mailto:Purchasing@housingforhouston.com) if you plan to participate in the Pre-Bid Conference via Zoom for **QBS 23-31 Choice Neighborhood Master Developer**.

#### **Zoom from your phone or computer**

**Step 1: Using a phone Dial 1-346-248-7799**

**Step 2: When prompted enter code 881-1251-4620**

**Step 3: Press # a second time to enter the meeting**

**Step 4: When prompted enter Passcode 764173**

**Zoom Link:** <https://us02web.zoom.us/j/88112514620?pwd=ZThnRFYyVXUvc1ZiSG5hc1o2dXpwdz09>

#### **Meeting Instructions**

- Your phone will be automatically muted when you access the meeting, and will stay muted until HHA’s meeting facilitator has unmuted it.
- Press \*9 on your phone during the meeting to ask a question.
- Questions will be acknowledged by HHA’s meeting facilitator in the order they are received.
- You will be allowed to ask your question (which will be heard by all attendees), once HHA’s meeting facilitator identifies you by the last four (4) numbers of your phone number.
- After you have asked your question, HHA’s meeting facilitator will re-mute your phone.
- There will be a slight pause between the Sections of the solicitation that are being discussed to give bidders an opportunity to ask questions.
- Any statements made by HHA during the pre-bid conference, and during any site visits are not binding, unless they are incorporated into the above referenced solicitation via an Amendment.