

**COWAN PLACE
REQUEST FOR PROPOSAL**

**CONSTRUCTION SUPPORT SERVICES
RELATED TO
SECTION 3, AND M/WBE BUSINESS AND LABOR UTILIZATION,
DAVIS BACON WAGE RATES AND PAYROLL**

Introduction

McCormack Baron Salazar Development, Inc. is requesting proposals from firms for performing Construction Support Consulting Services for the Cowan Place in the Stop Six Neighborhood of Fort Worth, Texas.

Since early 1970, McCormack Baron Salazar, Inc. (MBS) has been a leading for-profit developer committed to the rebuilding of urban neighborhoods. The firm has moved from restoring single historic buildings to undertaking multi-block developments that incorporate both market rate and affordable housing plus commercial and retail components. The firm has developed new housing in many historic urban districts and sites, that respects the historic and contextual architectural of the neighborhood. The new developments have a history of spurring new social and economic environments that stimulate other new public and private investments into the community. For more information about McCormack Baron Salazar, please visit the website at www.mccormackbaron.com.

MBS is partnering with Fort Worth Housing Solutions (FWHS). FWHS was established by the Fort Worth City Council in 1938 to provide decent and safe housing for low- to moderate-income families and individuals. The Agency's first public housing properties, Ripley Arnold Place and Butler Place, opened their doors in 1942, and they built their third housing community, J.A. Cavile Place, in the early 1950s. In the 1970s, FWHS began to purchase and renovate private-sector properties, such as Hunter Plaza, to offer mixed-income housing opportunities and began offering rental subsidies to enable eligible households to rent units in the private sector. In 2015, FWHS received approval from HUD to convert its public housing portfolio through the Rental Assistance Demonstration (RAD) program, and will utilize other HUD-approved programs, as needed, to complete the conversion. The Agency is now focused on transforming its housing into mixed-income communities that offer both affordable and market-rate units; it has 1,600 units under development. For more information about FWHS, please visit the website at www.fwhs.org.

Project Description

This development is the first of a six-phase housing strategy in the *Stop Six Choice Neighborhood Transformation Plan*, updated and adopted by the City of Fort Worth in October 2019 which includes the demolition and redevelopment of Cavile Place, a 300-unit apartment complex built in the 1950s and owned by FWHS. This first phase is part of a broader housing plan that is one of three major components of the \$35 million Choice Neighborhoods Initiative (CNI) application submitted by the FWHS and the City of Fort Worth to the Department of Housing and Urban Development (HUD) in November 2019.

The *Stop Six Choice Neighborhood Transformation Plan* calls for the demolition of the 300 units and a management building, and the development of approximately 990 rental units of new mixed income and mixed use multifamily and senior housing construction on roughly 47 acres of land bounded by Miller to Stalcup and Rosedale to Fitzhugh. The existing public housing buildings, along with other identified and owned properties, will be remediated and demolished, and the existing site will be prepared for the future phases of new construction to follow. The development would be built in 6 phases over a 7-year time period. The total overall development costs are estimated to be approximately \$287 million.

To implement the *Stop Six Choice Neighborhood Transformation Plan*, FWHS selected McCormack Baron Salazar (MBS) as the Developer. The rental housing will be owned by limited partnership entities which will include FWHS and MBS entities as members of those partnerships.

The subject area of this RFP is the Phase I-Cowan Place within the project area shown on the attached **Attachment A – Cowan Place Site Plan and Survey**. The new Housing Phase I area will include at least 120 rental units in one building, and all site improvements in conformance with local, state and federal requirements and related funding requirements.

RFP Schedule

<i>Issue Request for Proposal (RFP)</i>	
<i>Construction Support Consultant</i>	4/16/20
<i>Consultants submit RFP responses to MBS</i>	5/7/20
<i>Interviews with selected Consultants</i>	5/12/20
<i>Selection of Construction Support Consultant</i>	5/15/20
<i>Execute Agreement/Notice to Proceed</i>	5/18/20

Coordination and Clarifications

Any questions or requests for additional information regarding this Request for Proposals are to be made in writing by email or facsimile to:

Monique Chavoya
(Monique.Chavoya@mccormackbaron.com)
McCormack Baron Salazar
454 Soledad Street, Suite 300
San Antonio, TX 78205
(210) 819-6494

Business and Labor Participation for Section 3 and M/WBE

The MBS Team is committed to Section 3, MBE and WBE business and labor participation on all phases and components of the project. The Construction Support Consultant shall indicate in its proposal the extent and effort made to advance this philosophy and commitment.

Positive efforts shall be made to utilize small Section 3, minority and women-owned businesses. Prime contractors are to follow affirmative actions as listed below:

1. Include qualified small, Section 3, minority and women-owned businesses on solicitation lists;
2. Assure that labor training, apprentice, and surplus area firms, if applicable, are solicited for Section 3, minority and women-owned businesses;
3. Divide total requirements into smaller tasks or quantities to permit maximum participation by small, Section 3, minority, and women-owned businesses;
4. Where the requirement permits, establish delivery schedules which will encourage participation by small, Section 3, minority and women-owned businesses;
5. Use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce, and the Community Services Administration, FWHS, City of Fort Worth, and other local organizations; and
6. Require subcontractors to take the affirmative steps specified in items 1 through 5 above.

The Construction Support Consultant shall also review and adhere to the following FWHS Section 3 Employment & Training Goals:

It is the policy of FWHS to utilize its residents and other Section 3 eligible persons and businesses in contracts partially or wholly funded with monies from the Department of Housing and Urban Development (HUD). FWHS has established employment and training goals that contractors and subcontractors should meet in order to comply with Section 3 requirements. (Reference 24 CFR 135.30 – Numerical goal for meeting the greatest extent feasible requirement). The numerical goal is:

- *Thirty percent (30%) of the aggregate number of new hires in any fiscal year.*

It is the responsibility of contractors, vendors and suppliers to implement progressive efforts to attain Section 3 compliance. Any contractor that does not meet the Section 3 numerical goals must demonstrate why meeting the goals was not feasible. All contractors submitting bids or proposals to FWHS are required to certify that they comply with the requirements of Section 3.

The Section 3 Contract Clause specifies the requirements for contractors hired for Section 3 covered projects. The Section 3 Clause must be included in all Section 3 covered projects. See **Attachment B** – FWHS Section 3 Policy.

The Construction Support Consultant shall also review and adhere to the following FWHS M/WBE goal:

It is the policy of Fort Worth Housing Solutions (FWHS) to involve Minority Business Enterprises (MBEs) in all phases of its procurement and contracting programs and to allow them equal opportunities to compete for contracts for construction, provision of professional services, purchase of equipment and supplies, and provision of other services required by FWHS.

FWHS has the following goal for minority participation as a percentage of the total dollar value of contracting and procurement activities within its Development program – Four (4%) for MBEs and One (1%) for WBEs, of the dollar value of the total contracts awarded and purchases made under the development program.

All consultants and sub-consultants shall make good faith efforts to involve Section 3 and M/WBEs. All prime contract bidders will be required to provide documentation demonstrating that they have made good faith efforts in attempting to do so through the submittal of acceptable M/WBE forms included in **Attachment C** – MBE Compliance Statement, Schedule of MBW/WBE Utilization, “Good Faith Effort” Documentation Form, and Schedule of MBE/WBE Unavailability forms.

Insurance Requirements

Each Consultant shall furnish a valid insurance certificate from its broker and/or insurance underwriter with its RFP response. The Consultant’s certificate(s) shall indicate its ability to provide the required minimum insurance as noted in **Attachment D**.

Proposed Component Project Schedule

Respondents to the RFP should review the schedule below and propose their services as necessary according to their understanding of the scope of work. Time is of the essence in the completion of this work. The date of orientation will be scheduled after the Notice to Proceed date. Progress reviews will be held bi-monthly at a minimum to keep all parties current and informed, to coordinate with MBS’ Team (Project Architect and Project Manager), to resolve problems as they occur and to keep the project on track. Additional informal reviews may be held if requested by either the Consultant or the MBS Team. The proposed schedule is as follows:

<i>Notice to Proceed/Orientation-CS Consultant</i>	<i>5/18/20</i>
<i>Outreach for Sub-Level Bidding</i>	<i>8/1/20</i>
<i>Site Preparation Construction</i>	<i>1/1/21 – 3/30/21</i>
<i>Housing Construction</i>	<i>3/17/21 – 6/7/22</i>
<i>Public Improvement Construction</i>	<i>8/1/21 – 4/30/22</i>
<i>Post Construction</i>	<i>6/8/22 – 8/30/22</i>

The Consultant is encouraged to improve upon or modify its schedule to make it more responsive for the need to coordinate outreach for sub-level bidding process beginning in August 2020.

REQUEST FOR PROPOSAL – CONSTRUCTION SUPPORT SERVICES

McCormack Baron Salazar Development, Inc. is requesting qualifications and proposals from consultants for Construction Support Services to assist it in complying with federal, state, and local regulations and contract requirements and conditions for three major construction contracts related to the development of Cowan Place. The construction contracts include Site Preparation, Housing Construction, and Public Improvements Construction.

Specifically, McCormack Baron Salazar Development, Inc. desires to secure a consulting firm to conduct outreach and provide construction contract management support in the areas of reporting and monitoring Section 3 Labor/Business Utilization, M/WBE Labor/Business Utilization, and Davis-Bacon Wage compliance on the Cowan Place project.

MBS will collect, review, evaluate, and select competitive Consultant proposals for final consideration and then will ultimately select a limited number of Consultants to interview. From the number of Consultants to be included on the final list for interviews, MBS will ultimately select one Consultant for final negotiation.

MBS reserves the right to reject any and/or all qualifications/proposals and submittals, to waive informalities or irregularities in any submittal, to solicit new qualifications, or to proceed to do the work by other means, as determined to be in the best interests of McCormack Baron Salazar Development, Inc., FWHS, the City of Fort Worth, former residents of Cavile Place, and residents of Stop Six.

All costs required by any respondent or firm to submit the requested qualifications and proposal shall be the complete responsibility and risk of the respondent or responding firm.

Responses to this RFP must be sent electronically to Monique.Chavoya@mccormackbaron.com by May 7, 2020, 4:00 P.M., CST.
Late proposals will not be accepted.

SCOPE OF WORK:

Section 3 Scope & Compliance

Consultant must understand Section 3 of the HUD Act of 1968, which guarantees that employment and other business and economic opportunities would be created in Federally-assisted housing and economic development programs. Consultants must provide the following services to support McCormack Baron Salazar Development, Inc. with the following project requirements:

- Consultant shall be responsible for connecting and communicating with local resources about bidding opportunities, with special emphasis on conducting outreach to Section 3 businesses and workers.
- Effectively educate the construction contractor and its subcontractors on Section 3 requirements and opportunities. Provide information and technical assistance, as needed,

to contractors and subcontractors for understanding their compliance responsibility with Section 3 requirements.

- Work with Prime and Subcontractors to ensure the project work is divided into smaller tasks or quantities and establishing delivery schedules that encourage maximum participation by Section 3, minority and women-owned businesses as detailed on page 3, under Business and Labor Participation for Section 3 and MWBE.
- Maintain a dialogue with the MBS development team and its contractors and subcontractors to identify opportunities and issues for Section 3 training and employment.
- Effectively coordinate and connect contractors and subcontractors with qualified and compatible Section 3 businesses and workers with local skills training organizations and training opportunities to increase the skill set of businesses and applicants for construction and related service work areas and the construction trades with Section 3 business and employee demand on MBS contracts.
- Provide information and guidance to MBS staff related to Section 3 strategy and compliance efforts.
- Report Section 3 progress of the contractors and their subcontractors monthly to the MBS team, and include information on the following activities:
 - Section 3 contracts awarded to date
 - Section 3 contracts payment progress to date for the Contractor and its subcontractors
 - Section 3 businesses and status of contracts and subcontracts
 - Section 3 new hires and status of employment
 - Outreach activities and meetings
 - Status of outstanding issues
 - Timely notification to Owner, contractors and/or subcontractors of any non-compliance

Consultant shall provide project examples and references of the above similar scopes and shall note the past projects whereby the consultant has performed, managed and monitored these services before for a prior Owner entity. Provide prior references and documentation that will confirm these past experiences. Indicate other strategies or approaches Consultant has previously utilized to improve compliance.

M/WBE Business Enterprise Utilization

Consultant must understand federal, state, and local Minority and Women Business and Utilization programs and support MBS with the following services:

- Disseminate informational updates on service and subcontracting opportunities to M/WBE firms that contact the project office or that are affiliated with minority and woman business organizations.
- Assist contractors and subcontractors to identify qualified M/WBE's to bid on or respond to projects.
- Consultant shall also work with Prime and Subcontractors to ensure the project work is divided into smaller tasks or quantities and establishing delivery schedules that encourage maximum participation by qualified and compatible Section 3, minority and women-owned businesses as detailed on page 3, under Business and Labor Participation for Section 3 and M/WBE.
- Provide feedback and recommendations to MBS on processes and procurement procedures which may enhance M/WBE participation and meet federal, state, and local M/WBE program requirements.
- Maintain a dialogue and written communication with the MBS team and its contractors/subcontractors to identify opportunities and issues for M/WBE utilization.
- Confirm the status of M/WBE certification of contractors and subcontractors utilized to meet the program M/WBE goals.
- Enhance the visibility of the MBS team and its members in the community by communicating successes in M/WBE utilization.
- Report M/WBE progress monthly to the development team, to include information on the following activities:
 - M/WBE contracts awarded to date
 - M/WBE contracts payment progress to date for the Contractor and its subcontractors
 - M/WBE businesses and status of contracts
 - M/WBE worker hiring and status of employment
 - Outreach activities and meetings
 - Status of outstanding issues
 - Timely notification to Owner, contractors and/or subcontractors of any non-compliance

Consultant shall provide examples of the above similar scopes and shall reference past projects whereby the consultant has performed, managed and monitored these services before for a prior Owner entity. Provide prior references and documentation that will confirm these past experiences. Indicate other strategies or approaches Consultant has previously utilized to improve compliance.

Section 3, M/WBE Worker Utilization

- Connect and communicate with local resources about bidding opportunities, with special emphasis on conducting outreach to Section 3 and small businesses.
- Disseminate information updates on services and subcontracting opportunities to local, small, disadvantaged M/WBE and Section 3 business entities and workers that contact the project office, local organizations, or labor entities that have a verifiable third-party certification as a Minority or Women or Section 3 worker.
- Assist contractors, subcontractors and consultants to identify qualified and compatible local, small, and disadvantaged M/WBE and Section 3 labor workforce to participate on the projects.
- Provide feedback and recommendations to MBS on processes and procurement procedures which may enhance local and disadvantaged Section 3, Minority, and Women worker participation.
- Maintain a dialogue and written communication with the development team and its contractors to identify opportunities and issues for local and disadvantaged Section 3, Minority, and Women worker participation.
- Solicit and provide feedback and recommendations to MBS on processes and procurement procedures which may enhance Section 3, Minority, and Women worker participation.
- Confirm the local, small, and disadvantaged M/WBE and Section 3 business status of contractors and subcontractors utilized to meet the project goals for worker participation.

Provide summary reporting of local, small, and disadvantaged M/WBE and Section 3 business and worker hiring progress monthly to the development team, to include information on the following activities:

- Section 3, Minority, and Women worker participation progress to date for the Contractor and its Subcontractors
- Section 3, Minority, and Women workers hired and status of employment
- Outreach activities and meetings
- Status of outstanding issues
- Timely notifications to Owner, Contractor and Subcontractors of any non-compliance

Consultant shall provide examples of the above similar scopes and shall reference past projects whereby the consultant has performed, managed, and monitored these services before for a prior Owner entity. Provide prior references and documentation that will confirm these past experiences. Indicate other strategies or approaches Consultant has previously utilized to improve compliance.

Davis-Bacon Prevailing Wage Training & Compliance Monitoring

Consultant is to provide administrative support to MBS to ensure Davis-Bacon Wage Reporting requirements are efficiently and accurately met, including the following tasks:

- Provide a hands-on orientation session for contractors on the Davis-Bacon Certified Payroll requirements and the compliance effort and documentation required as part of their contract.
- Assist contractors in understanding and completing Payroll Form WH-347 (or other approved form) to report weekly pay and fringe benefits reports correctly.
- Assist contractors to identify correct worker class, worker rate, and hourly fringe information for proper payment of employees and to request additional wage classifications, as necessary.
- Review payroll submittals for MBS direct contracts for completeness and correctness prior to submission to designated Labor Wage Rate Compliance representative or entity.
- Provide MBS document tracking tools to ensure receipt, review and submission of certificate payroll reports from all Contractors and their subcontractors.

Consultant shall provide examples of the above similar scopes and shall reference past projects whereby the consultant has utilized these services before. Provide prior references and documentation that will confirm these past experiences. Indicate other strategies or approaches Consultant has previously utilized to improve compliance.

Hiring Plan Compliance

Formulate and document data, forms, and plans for submittal to FWHS and HUD outlining the efforts and measures to include minority business enterprises and workers (MBE), women business enterprises and workers (WBE), and Section 3 business concerns, and Section 3 worker hiring as required by each type of funding incentive or component project, or more specifically:

- M/WBE Utilization – Encourage, track and report awards to certified Minority or Women Owned Business Enterprises (M/WBE) of at least four percent (4%) MBE and one percent (1%) WBE of the total dollar amount of the funding of the Cavile Place CNI – Phase I – Cowan Place components of Site Preparation, Housing, and Public Improvements development.
- Minority and Women Labor/Worker Utilization – Encourage, track and report awards to Minority and Women Labor/Workers of at least four percent (4%) minority labor/workers and one percent (1%) women labor/workers of the total amount of personnel and hours.
- Section 3 Hiring Goals – Encourage, track and report training and employment of qualified Section 3 residents, as defined by the U. S. Department of Housing and Urban

Development (HUD), Fort Worth Housing Solutions (FWHS) and the City of Fort Worth, for thirty percent (30%) of the aggregate number of new hires resulting from contracts and subcontracts on each component project.

Total Labor Dollars Use Total Contract Amount for Service Contracts	Resident as a % of Total Labor Dollars
Labor dollars \$25,000 but less than \$100,000	10% of the labor dollars
\$100,000, but less than \$200,000	9% of the labor dollars
At least \$200,000, but less than \$300,000	8% of the labor dollars
At least \$300,000 but less than \$400,000	7% of the labor dollars
At least \$400,000, but less than \$500,000	6% of the labor dollars
At least \$500,000, but less than \$1 million	5% of the labor dollars
At least \$1 million, but less than \$2 million	4% of the labor dollars
At least \$2 million, but less than \$4 million	3% of the labor dollars
At least \$4 million, but less than \$7 million	2% of the labor dollars
\$7 million or more	1 – ½% of the labor dollars

Consultant shall provide examples of the above similar scopes and shall reference past projects whereby the consultant has performed, managed, and monitored these services before for a prior Owner entity. Provide prior references and documentation that will confirm these past experiences. Indicate other strategies or approaches Consultant has previously utilized to improve compliance.

SELECTION CRITERIA

Consultant shall indicate how it will staff all of the above scopes and how it will approach dealing with multiple component contracts of construction work (site preparation for housing, housing construction, public improvements related to housing construction) that may be occurring in overlapping sequences and schedule.

Consultant shall provide its experience and documentation in performing the above similar services and its current status of such similar work.

Consultant shall include its business license, business classification, and ownership structure.

Consultant shall indicate its commitment and plan to maximize its participation of Section 3 and M/WBE business and labor employment.

Consultant shall provide its experience and track record, including business references of working with and collaborating with Owners, Agencies, and Construction firms during the construction process to accomplish the above work scopes.

Consultant shall document its proposed methodology to maximize the local participation of business entities and labor for each component of work and yet deal with the perceived lack of qualified businesses and labor that may or may not be available in certain work disciplines.

Submission Requirements

Consultants or consultant firms interested in submitting a response to this RFP must submit the following information which will have percentage values for evaluation as shown below:

1.	Proposal Cost per Proposal Breakdown Form (Attachment F)	50%
2.	Submission of Business and Labor Participation Plan (Attachments B & C)	15%
3.	Description of previous experience with similar projects, covering: A summary of previous Site Preparation projects within the past 5 years including environmental abatement of buildings and site of a similar scope. Identify your role as lead Consultant, joint venture Consultant, Sub-consultant, etc. and indicate whether this experience was through a company other than that which is responding. Identify all personnel and their roles that worked on the previous similar projects.	12%
4.	Company Overview: <ul style="list-style-type: none"> a. description of firm b. background c. self-performed work d. legal composition e. years of tenure Team organization: <ul style="list-style-type: none"> a. all members identified b. relationships and responsibilities Key personnel: <ul style="list-style-type: none"> a. roles and experience b. % proposed participation on these component projects 	10%
5.	A proposed schedule of work stages and an indication of whether the Proposed Component Project Schedule and sequence can be met or improved.	3%
6.	HUD 2530 Previous Participation Certification	2%
7.	Insurance certificate(s) per Insurance Requirements Summary	3%
8.	References (including Owners, Agencies, Developers)	5%
	Total	100%

Responses to this RFP must be sent electronically to Monique.Chavoya@mccormackbaron.com by May 7, 2020, 4:00 P.M., CST.

Late proposals will not be accepted.

For additional copies of this RFP or questions regarding submission requirements and/or the scope of work, please contact Monique Chavoya of McCormack Baron Salazar at 210-819-6494 or via email at Monique.Chavoya@mccormackbaron.com.

ATTACHMENTS

Attachment A – Cowan Place Site Plan and Survey

Attachment B – FWHS Section 3 Policy

Attachment C – Fort Worth Housing Authority Minority Business Enterprise Policy

Attachment D – Insurance Requirements Summary

Attachment E – HUD 2530 Previous Participation Certification

Attachment F – Proposal Form

Attachment G – Form of Agreement

ATTACHMENTS

COWAN PLACE

Request for Proposal – Construction Support Services

ATTACHMENT A	COWAN PLACE SITE PLAN & SURVEY
ATTACHMENT B	FWHS SECTION 3 PLAN
ATTACHMENT C	FORT WORTH HOUSING AUTHORITY MINORITY BUSINESS ENTERPRISE POLICY
ATTACHMENT D	INSURANCE REQUIREMENTS SUMMARY
ATTACHMENT E	HUD 2530 PREVIOUS PARTICIPATION CERTIFICATION
ATTACHMENT F	PROPOSAL FORM
ATTACHMENT G	FORM OF AGREEMENT

ATTACHMENT A

COWAN PLACE SITE PLAN AND SURVEY

SITE INFORMATION

SITE SIZE: 5.15 ACRES

FLOOD MITIGATION: SITE NOT IN FLOOD PLAIN
DETENTION POND PROVIDED

PARKING: LOCAL ZONING PD REQUIRES 6 SPACES PER UNIT
1 SPACE PER 350 SQFT OF COMMON AREA
120 UNITS = 60 REQUIRED PARKING SPACES
5100 SQFT COMMON AREA = 15 REQD. PARKING SPACES
75 TOTAL REQUIRED PARKING SPACES
75 SURFACE PARKING SPACES PROVIDED
06 ACCESSIBLE PARKING SPACES PROVIDED

MOBILITY AND HEARING/VISUAL ACCESSIBLE UNITS SHOWN ON FLOOR PLANS

UNIT MIX AND AREA CALCULATIONS

UNIT	NET AREA	#OF UNITS	TOTAL NET AREAS
Type A1 - 1 BEDROOM	654 S.F.	96	67,362 S.F.
Accessible Units	654 S.F.	5	
Hearing/Visual Units	654 S.F.	2	
Type A2 - 1 BEDROOM	765 S.F.	6	4,590 S.F.
Type B - 2 BEDROOM	925 S.F.	5	6,475 S.F.
Accessible Unit	925 S.F.	1	
Hearing/Visual Unit	925 S.F.	1	
Type C - 2 BEDROOM	956 S.F.	4	3,824 S.F.
Total:		120	82,251 S.F.

FIRST FLOOR (29,732 GSF) (27,968 NSF)

UNIT TYPE A1 - 1 BEDROOM (19)	12,426 SF
UNIT TYPE A2 - 1 BEDROOM (0)	0 SF
UNIT TYPE B - 2 BEDROOM (1)	925 SF
UNIT TYPE C - 2 BEDROOM (1)	956 SF
UNIT TOTALS	14,307 SF

COMMON AREAS

CORRIDOR	
WEST	456 SF
NORTH	1,906 SF
EAST	728 SF
LOBBY	623 SF
VESTIBULES	330 SF
STAIR 01	250 SF
STAIR 02	250 SF

ELEVATOR CORE

TRASH	130 SF
IT / ELECTRIC ROOM	153 SF
ELEVATOR SHAFTS	182 SF

WEST WING CORE

UNISEX RESTROOM	136 SF
JANITOR ROOM	136 SF
COMMUNITY LAUNDRY ROOM	269 SF

COMMON AREA

COMMUNITY ROOM	1,111 SF
COMMUNITY DINING ROOM	900 SF
COMMUNITY THEATER	686 SF
BUSINESS CENTER	158 SF
MAIL	183 SF
WAITING / LIBRARY	341 SF
BILLIARDS	453 SF
RESTROOMS	285 SF
FITNESS	321 SF
SERVICE PROVIDERS OFFICE	252 SF

MANAGEMENT AREA

RECEPTION	312 SF
UNISEX RESTROOM	102 SF
STORAGE ROOM	187 SF
CONFERENCE ROOM	208 SF
OFFICE	125 SF
OFFICE	109 SF
BREAK ROOM	213 SF
WORK ROOM	191 SF

MAINTAINED SHOP

UNISEX RESTROOM	468 SF
FIRE RISER ROOM	55 SF
ELECTRICAL ROOM	224 SF
	411 SF

EXTERIOR

COVERED PATIO	817 SF
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FLOOR 1 COMMON SPACE TOTALS

	13,661 SF
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SECOND - FORTH FLOOR (30,219 GSF EACH) (27,911 NSF EACH)

UNIT TYPE A1 - 1 BEDROOM (28)	18,312 SF
UNIT TYPE A2 - 1 BEDROOM (2)	1,530 SF
UNIT TYPE B - 2 BEDROOM (2)	1,850 SF
UNIT TYPE C - 2 BEDROOM (1)	956 SF
UNIT TOTALS	22,648 SF

CORRIDOR

WEST	456 SF
NORTH	1,408 SF
EAST	1,149 SF
STAIR 01	250 SF
STAIR 02	250 SF

ELEVATOR CORE

TRASH	130 SF
IT / ELECTRIC ROOM	153 SF
UNISEX RESTROOM	83 SF
ELEVATOR SHAFTS	182 SF
COMMUNITY LAUNDRY ROOM	187 SF
COMMON SPACE	474 SF

WEST WING CORE

UNISEX RESTROOM	136 SF
JANITOR ROOM	136 SF
BOH STORAGE	269 SF

TOTAL COMMON PER FLOOR

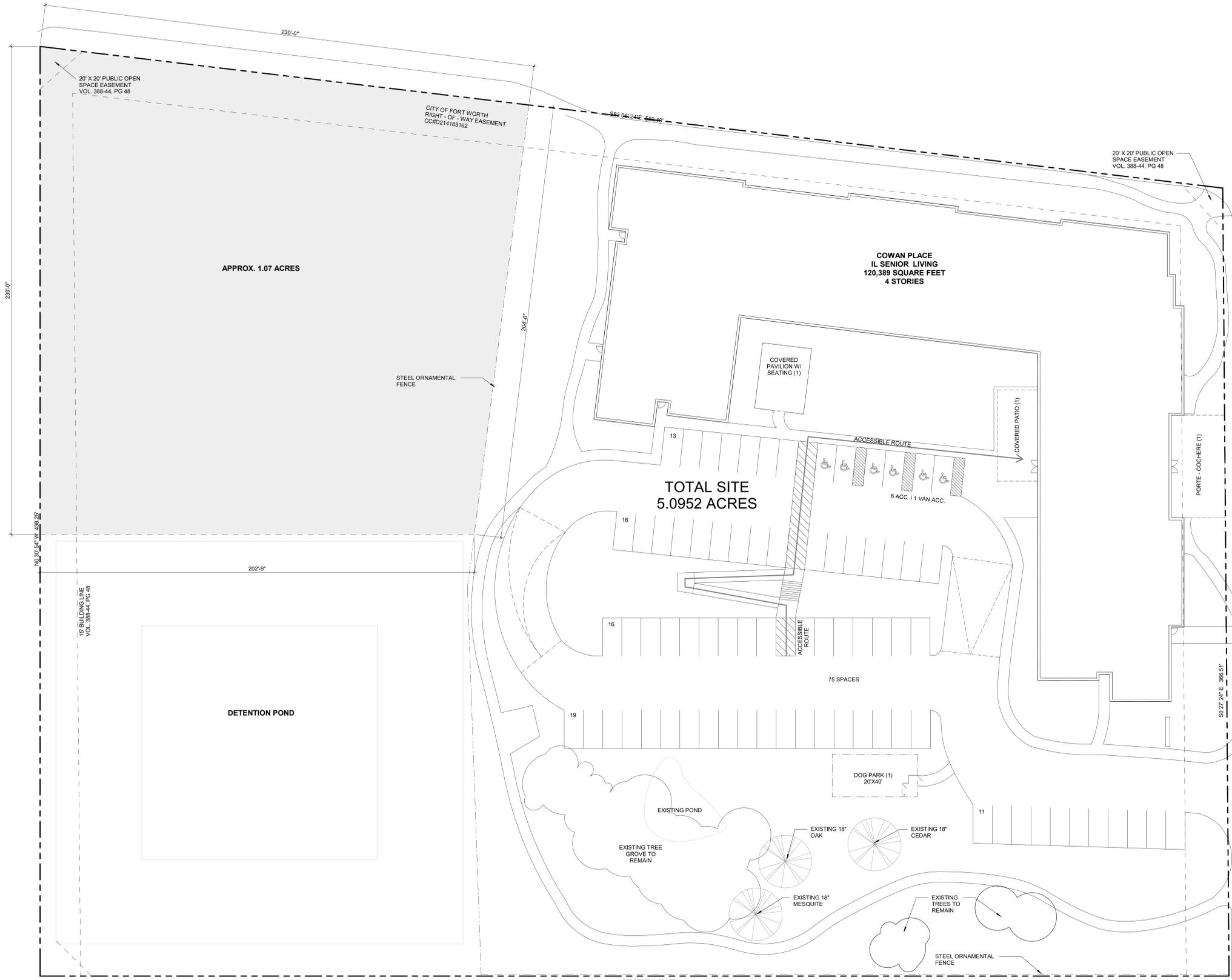
	5,263 SF
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FLOORS 2-4 COMMON SPACE TOTALS

	15,789 SF
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TOTAL ALL FLOORS COMMON SPACE TOTAL

	29,450 SF
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Cowan Place
FORT WORTH

Developers
McCormack Baron Salazar

Co-Developers
Fort Worth Affordability, Inc.

02/21/2020

Michael Bennett AIA, 12795
These documents are incomplete
and may not be used for regulatory
approval, permit, or construction.

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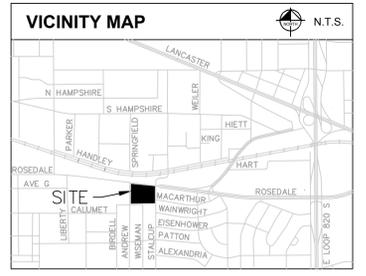
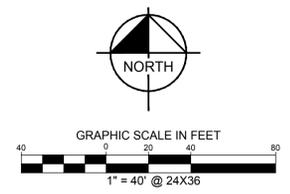
Project No: 20106.00
Issue Date: 02/21/2020

Rev	Description	Date

plot date/time: 2/28/2020 10:25:22 AM
SITE PLAN

SD-1

1 Site Plan
1" = 20'-0"



DESCRIPTION OF PROPERTY SURVEYED:

TRACT 1

BEING all of Block 1R, Rosedale Plaza Addition, an addition to the City of Fort Worth, Tarrant County, Texas, According to the plat thereof recorded in Volume 388-44, Page 48, Plat Records, Tarrant County, Texas, and in Volume 3663, Page 125, Deed Records, Tarrant County, Texas.

NOTES ADDRESSING SCHEDULE B EXCEPTIONS:

(Pursuant to Commitment for Title Insurance, provided by First American Title Insurance Company, GF. No. NCS-997149-STLO, effective date January 14, 2020, issued January 29, 2020.)

- The surveyed property is part of the land described in the documents recorded in Volume 388-26, Page 92, Volume 388-44, Page 48, Plat Records, Tarrant County, Texas, and in Volume 3663, Page 125, Deed Records, Tarrant County, Texas.
- The Easements and Building Lines shown on the plat recorded in Volume 388-44, Page 48, Plat Records, Tarrant County, Texas, are located on the subject tract as shown hereon.
- The Right-of-Way Easement recorded in Instrument No. D214183162, Official Public Records, Tarrant County, Texas, is located on the subject tract as shown hereon.
- The Temporary Construction Easement recorded in Instrument No. D214183163, Official Public Records, Tarrant County, Texas, is located on the subject tract as shown hereon. No determination has been made on the completeness of road widening activities described in said recorded document.
- The surveyed property is part of the land described in the document recorded in Instrument No. D212090814, Official Public Records of Tarrant, County, Texas. This survey does not provide a determination or opinion concerning the mineral estates and interests and all rights incident thereto in the above recorded document. Only the mineral estate's location relative to the surveyed property was determined by the surveyor.
- The surveyed property is part of the land described in the document recorded in Instrument No. D212090815, Official Public Records of Tarrant, County, Texas. This survey does not provide a determination or opinion concerning the mineral estates and interests and all rights incident thereto in the above recorded document. Only the mineral estate's location relative to the surveyed property was determined by the surveyor.
- The surveyed property is part of the land described in the document recorded in Instrument No. D215258663, Official Public Records of Tarrant, County, Texas. This survey does not provide a determination or opinion concerning the mineral estates and interests and all rights incident thereto in the above recorded document. Only the mineral estate's location relative to the surveyed property was determined by the surveyor.

NOTES:

- The bearing system for this survey is based on the Texas Coordinate System of 1983, North Central Zone 4202.
- Except as specifically stated or shown on this plat, this survey does not purport to reflect any of the following which may be applicable to the subject tract: easements, building setback lines, restrictive covenants, subdivision restrictions, zoning or other land-use regulations, agreements, lease agreements and ownership title evidence.
- Any declaration made hereon or herein is made to the original purchaser of the survey and the other parties to whom the Surveyor's Certification is addressed.
- This survey does not provide a determination or opinion concerning the location of existing wetlands, fault lines, toxic or hazardous waste areas, subsidence, subsurface and environmental conditions or geological issues. No statement is made concerning the suitability of the subject tract for any intended use, purpose or development.
- The word "certify" or "certificate" as shown and used hereon means an expression of professional opinion regarding the facts of the survey and does not constitute a warranty or guarantee, expressed or implied.
- No improvements are shown on this survey.

FLOOD STATEMENT:

According to Map No. 48439C0330K, dated September 25, 2009 of the National Flood Insurance Program Map, Flood Insurance Rate Map of Tarrant County, Texas, Federal Emergency Management Agency, Federal Insurance Administration, this property is not within a special flood hazard area. If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

SURVEYORS CERTIFICATION:

To: Cavile Public Facility Corporation, a Texas nonprofit corporation,
First American Title Insurance Company; and
Republic Title of Texas, Inc.:

I hereby certify that this survey substantially complies with the current Texas Society of Professional Land Surveyors Standards and Specifications for a Category 1B Condition II Survey.

Survey Date: January 31, 2020

Joshua D. Wargo
Joshua D. Wargo
Registered Professional Land Surveyor No. 6391
Kimley-Horn and Associates, Inc.
801 Cherry Street, Unit 11, Suite 1300
Fort Worth, Texas 76102
Ph. 817-962-2193
josh.wargo@kimley-horn.com



LEGEND

☐	ROOF DRAIN	☐	MAIL BOX
☐	CABLE TV BOX	☐	SANITARY SEWER CLEAN OUT
☐	CABLE TV HANDHOLE	☐	SANITARY SEWER MANHOLE
☐	CABLE TV MANHOLE	☐	SANITARY SEWER MARKER FLAG
☐	CABLE TV MARKER FLAG	☐	SANITARY SEWER MARKER SIGN
☐	CABLE TV MARKER SIGN	☐	SANITARY SEWER SEPTIC TANK
☐	CABLE TV VAULT	☐	SANITARY SEWER VAULT
☐	COMMUNICATIONS BOX	☐	STORM SEWER BOX
☐	COMMUNICATIONS HANDHOLE	☐	STORM SEWER DRAIN
☐	COMMUNICATIONS MANHOLE	☐	STORM SEWER MANHOLE
☐	COMMUNICATIONS MARKER FLAG	☐	STORM SEWER VAULT
☐	COMMUNICATIONS MARKER SIGN	☐	TRAFFIC BARRIER
☐	COMMUNICATIONS VAULT	☐	TRAFFIC BOLLARD
☐	ELEVATION BENCHMARK	☐	TRAFFIC BOX
☐	FIBER OPTIC BOX	☐	CROSS WALK SIGNAL
☐	FIBER OPTIC HANDHOLE	☐	TRAFFIC HANDHOLE
☐	FIBER OPTIC MANHOLE	☐	TRAFFIC MANHOLE
☐	FIBER OPTIC MARKER FLAG	☐	TRAFFIC MARKER SIGN
☐	FIBER OPTIC MARKER SIGN	☐	TRAFFIC SIGNAL
☐	FIBER OPTIC VAULT	☐	TRAFFIC VAULT
☐	MONITORING WELL	☐	UNIDENTIFIED BOX
☐	GAS HANDHOLE	☐	UNIDENTIFIED MANHOLE
☐	GAS METER	☐	UNIDENTIFIED METER
☐	GAS MANHOLE	☐	UNIDENTIFIED POLE
☐	GAS MARKER FLAG	☐	UNIDENTIFIED MARKER FLAG
☐	GAS SIGN	☐	UNIDENTIFIED MARKER SIGN
☐	GAS TANK	☐	UNIDENTIFIED TANK
☐	GAS VAULT	☐	UNIDENTIFIED VAULT
☐	GAS VALVE	☐	UNIDENTIFIED VALVE
☐	TELEPHONE BOX	☐	UNIDENTIFIED VALVE
☐	TELEPHONE HANDHOLE	☐	TREE
☐	TELEPHONE MANHOLE	☐	WATER BOX
☐	TELEPHONE MARKER FLAG	☐	FIRE DEPT. CONNECTION
☐	TELEPHONE MARKER SIGN	☐	WATER HAND HOLE
☐	TELEPHONE VAULT	☐	FIRE HYDRANT
☐	PIPELINE MARKER SIGN	☐	WATER METER
☐	ELECTRIC BOX	☐	WATER MANHOLE
☐	FLOOD LIGHT	☐	WATER MARKER FLAG
☐	GUY ANCHOR	☐	WATER MARKER SIGN
☐	GUY ANCHOR POLE	☐	WATER VAULT
☐	ELECTRIC HANDHOLE	☐	WATER VALVE
☐	LIGHT STANDARD	☐	AIR RELEASE VALVE
☐	ELECTRIC METER	☐	WATER WELL
☐	ELECTRIC MANHOLE	☐	5/8" IRON ROD W/ "KH" CAP SET
☐	ELECTRIC MARKER FLAG	☐	IRON ROD WITH CAP FOUND
☐	ELECTRIC MARKER SIGN	☐	PK# PK NAIL SET
☐	UTILITY POLE	☐	PK# PK NAIL FOUND
☐	ELECTRIC TRANSFORMER	☐	RF# IRON ROD FOUND
☐	ELECTRIC VAULT	☐	IRON PIPE FOUND
☐	HANDICAPPED PARKING	☐	ALUMINUM DISK FOUND
☐	SIGN	☐	"X" CUT IN CONCRETE SET
☐	MANHOLE BILLBOARD	☐	"X" CUT IN CONCRETE TANK
☐	BORE LOCATION	☐	P.O.B. POINT OF BEGINNING
☐	FLAG POLE	☐	P.O.C. POINT OF COMMENCING
☐	GRASE TRAP	☐	TRC# POINT FOR CORNER

LINE TYPE LEGEND

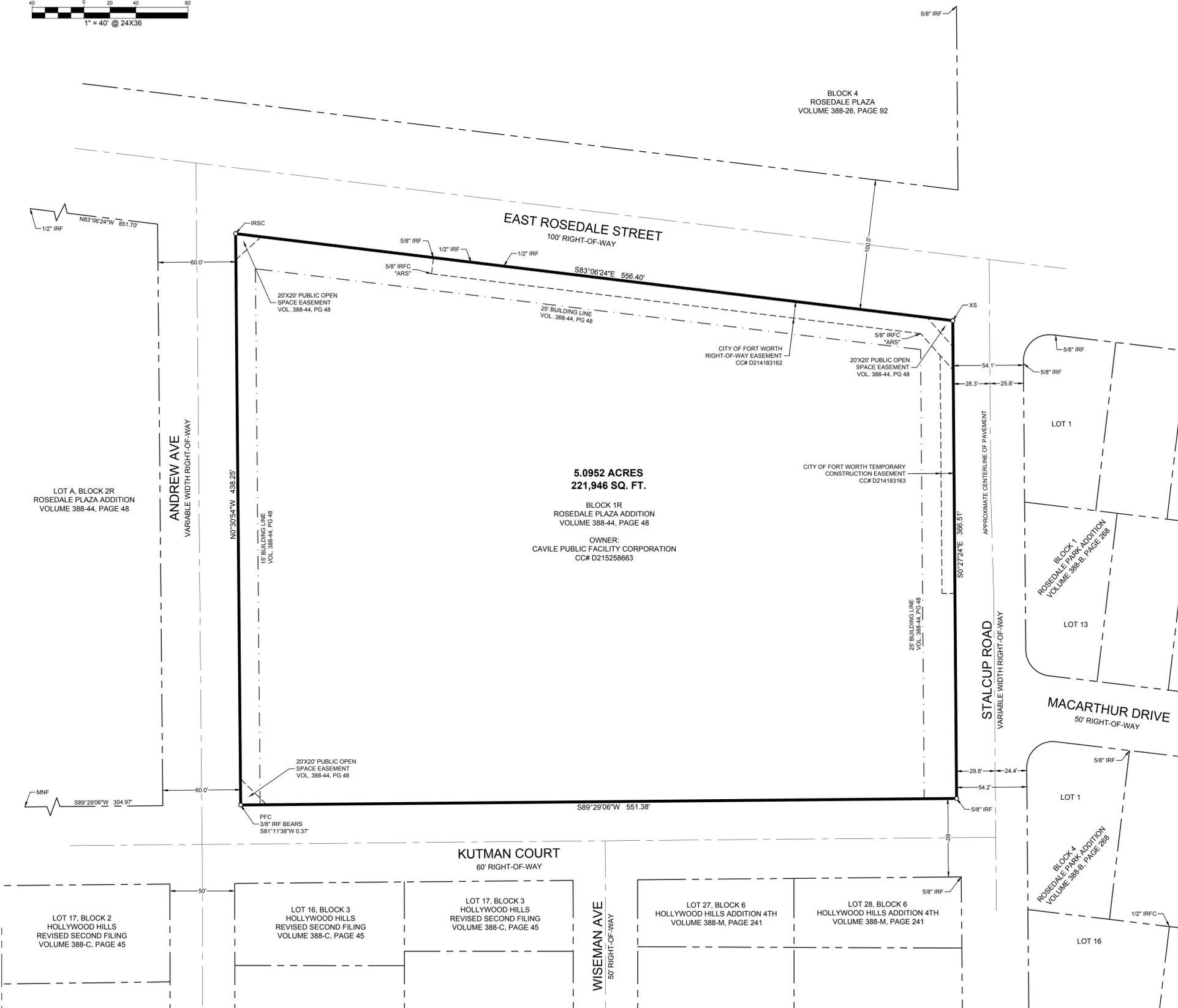
---	BOUNDARY LINE	
---	EASEMENT LINE	
---	BUILDING LINE	
---	WATER LINE	
---	W	WATER LINE
---	SS	SANITARY SEWER LINE
---	SS	STORM SEWER LINE
---	GAS	UNDERGROUND GAS LINE
---	OHE	OVERHEAD UTILITY LINE
---	USE	UNDERGROUND ELECTRIC LINE
---	UGT	UNDERGROUND TELEPHONE LINE
---	---	FENCE
---	---	CONCRETE PAVEMENT
---	---	ASPHALT PAVEMENT

STANDARD LAND SURVEY
5.0952 ACRES
DANIEL DULANEY SURVEY
ABSTRACT NO. 411
CITY OF FORT WORTH
TARRANT COUNTY, TEXAS

Kimley»Horn

801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102
FIRM # 10194040
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	JDW	MCB	1/31/2020	061290040	1 OF 1



ATTACHMENT B

FORT WORTH HOUSING SOLUTIONS SECTION 3 PLAN



Fort Worth Housing Solutions
Section 3 Policy

Organizational Functional Area:	Resident Services
Policy For:	Section 3 Policy
Implementation Date:	July 2014
Revised Date:	March 2019
Resource Person/Supervisor:	Vice President of Resident Services

Section 3 Policy

Policy Statement

As a Public Housing Authority, Fort Worth Housing Solutions (“FWHS”) is obligated to promote economic self-sufficiency and advancement through training, job placement, and entrepreneurial opportunities.

To ensure compliance with the Housing and Urban Development (HUD) Act of 1968, as amended by Section 915 of the Housing and Community Development Act of 1992 (hereafter, Section 3), the Board of Commissioners hereby adopt Resolution Number _____, on _____, to establish a Section 3 program to assist staff, contractors, and subcontractors in complying with the requirements of Section 3.

Purpose

The purpose of this policy is to ensure that employment and other economic opportunities generated by certain HUD financial assistance will, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed toward low and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very low-income persons. HUD regulation 24 CFR Part 135 establishes the standards to be met by Public Housing Authorities, such as Fort Worth Housing Solutions (FWHS), to ensure that the requirements of Section 3 are met.

This Policy:

- Sets forth goals and contracting preferences adopted by the Board of Commissioners, that are to be used in FWHS’s administration of its Section 3 program;
- Summarizes the departmental standards and procedures to be followed;
- Provides helpful links to additional information; and
- Contains forms for FWHS and contractors to demonstrate compliance.

Applicability

This policy applies to Fort Worth Housing Solutions, its Commissioners, Officers, employees, subsidiaries, and affiliates.

Definitions

See glossary of terms at the end of this document

Statements containing:

- A ‘**must**’ are mandatory requirements.

- A **‘should’** are best practice specifications, where compliance is generally expected unless a significant business reason exists to the contrary.
- A **‘will’** refers to actions that are part of an existing process, e.g., “users **will** be subject to disciplinary action” or “variances from policy **will** be dealt with on a case-by-case basis”. A **‘may’** refers to an open option for decision, e.g., “Employees may be required to work overtime as assigned by their supervisor and as may be required due to business requirements”.

Policy and Procedures

FWHS is committed to helping its residents receiving financial housing assistance that reside in the Fort Worth-Arlington Metropolitan Statistical Area (MSA), achieve their goals of self-sufficiency by providing opportunities for training and employment. The Fort Worth-Arlington MSA includes the following counties: Tarrant, Johnson, Parker and Hood. So that FWHS residents may take advantage of these opportunities, FWHS has developed extensive community development programs for its residents to help develop a better trained workforce. FWHS provides employment opportunities on contracts and projects by requiring its contractors to hire low-income persons, connecting residents to job training and placement activities, and providing program coordination that facilitates economic opportunities to residents. FWHS also provides employment opportunities by hiring qualified residents of FWHS communities, HCV holders, and other low-income and very low-income persons available for FWHS positions.

FWHS will incorporate Section 3 in its existing Procurement Policy and adopt a Section 3 Contracting Policy and Procedure to be included in all procurements generated for use with HUD funding. This policy and procedure contains goal requirements for awarding contracts to Section 3 Business Concerns.

All contractors/businesses seeking Section 3 preference must before submitting bids/proposals to FWHS be required to complete certifications, as appropriate, as acknowledgement of the Section 3 contracting and employment provisions required by this section. Such certifications shall be adequately supported with appropriate documentation as referenced in the form.

I. Section 3 Employment & Training Goals

It is the policy of FWHS to utilize its residents and other Section 3 eligible persons and businesses in contracts partially or wholly funded with monies from the Department of Housing and Urban Development (HUD). FWHS has established employment and training goals that contractors and subcontractors should meet in order to comply with Section 3 requirements. (Reference 24 CFR 135.30 – Numerical goal for meeting the greatest extent feasible requirement). The numerical goal is:

- Thirty percent (30%) of the aggregate number of new hires in any fiscal year.

It is the responsibility of contractors, vendors and suppliers to implement progressive efforts to attain Section 3 compliance. Any contractor that does not meet the Section 3 numerical goals must demonstrate why meeting the goals were not feasible. All contractors submitting bids or proposals to FWHS are required to certify that they comply with the requirements of Section 3.

The Section 3 Contract Clause specifies the requirements for contractors hired for Section 3 covered projects. The Section 3 Clause must be included in all Section 3 covered projects.

II. Section 3 Program Participant Certification Procedure

FWHS will certify Section 3 program participants who reside in the City of Fort Worth and who are seeking preference in training and employment by completing the appropriate forms and attaching adequate proof of Section 3 eligibility.

- All persons living in the City of Fort Worth who meet the Section 3 eligibility guidelines can, by appointment, visit with the Section 3 Coordinator to complete a job readiness assessment.
- Once this assessment is complete, the Section 3 Coordinator will determine if the individual meets the eligibility requirements and is job ready.
- If the individual is deemed eligible for Section 3 participation and deemed not ready for employment, a referral will be made to other agencies that are better equipped to address the individual’s needs.
- The Section 3 job readiness component is part of FWHS commitment to provide economic opportunities and training to residents/eligible participants to become gainfully employed.

III. Resident Hiring Requirements

FWHS had adopted the following scale for resident hiring that is to be used on all construction contracts, service contracts and professional service contracts that contain a labor component. It is expected that an appropriate number of residents with particular qualifications or willingness to begin unskilled labor will be able to participate in FHWS contracted labor efforts. A prime contractor may satisfy resident hiring requirements through its subcontractors.

Total Labor Dollars Use Total Contract Amount for Service Contracts	Resident as a % of Total Labor Dollars
Labor dollars \$25,000 but less than \$100,000	10% of the labor dollars
\$100,000, but less than \$200,000	9% of the labor dollars
At least \$200,000, but less than \$300,000	8% of the labor dollars
At least \$300,000 but less than \$400,000	7% of the labor dollars
At least \$400,000, but less than \$500,000	6% of the labor dollars
At least \$500,000, but less than \$1 million	5% of the labor dollars
At least \$1 million, but less than \$2 million	4% of the labor dollars
At least \$2 million, but less than \$4 million	3% of the labor dollars
At least \$4 million, but less than \$7 million	2% of the labor dollars
\$7 million or more	1 – ½% of the labor dollars

With this sliding formula, it is expected that an appropriate number of FWHS public housing residents and neighborhood residents with particular qualifications or willingness to begin unskilled labor will be able to participate in contracted labor efforts. A prime contractor, through its subcontractor(s), may satisfy the FWHS resident hiring requirement set forth above.

- Subcontract or joint ventures with resident owned business. The business must be 51% or more owned by FHWS public housing residents, or subcontract/joint venture with a business that employs full-time, 30% or more FWHS or low and very low- income individuals with the City of Fort Worth or
- Direct hiring of FWHS’s public housing residents and/or low and very low-income neighborhood residents based on the Resident Hiring Scale, or

- Contractor incurs the cost of providing skilled training for residents in an amount commensurate with the sliding scale set forth in the Resident Hiring Scale, or

IV. Assisting Contractors to Achieve Section 3 Goal Hiring and Contracting Goals

FWHS will assist contractors with little or no experience in achieving Section 3 hiring and contracting goals by:

- Requiring the contractor to present a list, to the Section 3 Coordinator, of the number of subcontracting and/or employment opportunities expected to be generated from the initial contract.
- FWHS Section 3 Coordinator will provide the contractor with a list of interested and qualified Section 3 residents for construction projects.
- FWHS Section 3 Coordinator will provide contractor with a list of Section 3 business concerns interested and qualified for construction projects.
- FWHS Section 3 Coordinator will inform contractor of known issues that might affect Section 3 residents from performing job related duties.
- FWHS Section 3 Coordinator will review the new hire clause with contractors and subcontractors to ensure that the requirement is understood. It is not intended for contractors and subcontractors to terminate existing employees, but to make every effort feasible to employ Section 3 program participants before any other person, when hiring additional employees needed to complete proposed work to be performed with HUD (federal) funds.

V. Preference for Contracting with Section 3 Business Concerns

FWHS in compliance with Section 3 regulations, will require contractors and subcontractors (including professional service contractors) to direct their efforts towards contracts to Section 3 business concerns in the following order of priority:

- **Category 1:** Business concerns that are 51% or more owned by residents of the housing development for which the work is performed, or whose full-time, permanent workforce includes 30% of these persons as employees.
- **Category 2:** Business concerns that are 51% or more owned by residents of the Authority's public housing development(s) other than the housing development where the work is to be performed; or whose full-time permanent workforce includes 30% of these persons as employees.
- **Category 3:** HUD Youthbuild programs being carried out in the City of Fort Worth in which Section 3 covered assistance is expended.

- **Category 4:** Business concerns that are 51% or more owned by a Section 3 resident(s), or whose permanent, full-time workforce includes no less than 30% Section 3 residents (category 4 business); or that subcontract in excess of 25% of the total amount of subcontracts to Section 3 business concerns.

Contractors and subcontractors are expected to extend to the greatest extent feasible, efforts to achieve the numerical goals established by FHWS.

VI. Evidence of Section 3 Certification

Any business seeking Section 3 preference in the awarding of contracts or purchase agreements with FWHS shall complete the Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Capability form, which can be obtained from the FWHS Section 3 Coordinator. The business seeking Section 3 preference must be able to provide adequate documentation as evidence of eligibility for preference under the Section 3 Program.

Certifications for Section 3 preference for business concerns must be submitted to the Section 3 Coordinator of FHWS prior to the submission of bids for approval. If the Section 3 Coordinator previously approved the business concern to be Section 3 certified, then the certification can be submitted along with the bid.

VII. Resident Owned Business Contracting

FWHS will consider utilizing the alternative procurement process (Section 24 CFR Part 963) when contracting with businesses owned in substantial part by FWHS residents (resident-owned business) for public housing services, supplies or construction.

To be eligible for the alternative procurement process, a business must submit evidence to FWHS that shows how each of the following requirements has been met:

- Submit certified copies of any city, state, or county municipal licenses that support the type of business activity for which it performs.
- Disclose to the Section 3 Coordinator, all owners of the business, as well as, each owners' percentage of ownership and names of those individuals who possess the authority to make decision on a day-to-day basis.
- Submit evidence that the business is able to perform successfully under the terms and conditions of the proposed contract.
- Provide a certified listing of all contracts awarded and received under the alternative procurement process within a two-year period. If a resident-owned business has received under this alternative contracting procedure one or more contracts (within the two-year period) with the total combined dollars of \$1,000,000, then it is no longer eligible for additional contracts under the alternative process until the 2-year period is past.

This alternative procurement policy is based upon the procurement procedure and policy set forth in HUD's regulations at 24 CFR, Part 85.36, but applies only to solicitations of resident-owned businesses. FWHS will utilize the alternative contracting procedure for resident-owned businesses only in cases where it is considered to be in the best businesses, economic and service interest of the agency.

VIII. Efforts to Award Contract Opportunities to Section 3 Business Concerns

FWHS will use the following methods to notify and contract with Section 3 business concerns when contracting opportunities exist.

- Advertise contracting opportunities via newspaper, mailings, posting notices that provide general information about the work to be contracted and where to obtain additional information.
- Provide written notice of contracting opportunities to all known Section 3 business concerns. The written notice will be provided in sufficient time to enable business concerns the opportunity to respond to the bid invitation.
- Coordinate pre-bid meetings at which the Section 3 business concerns would be informed of upcoming contracting opportunities in advance.
- Conduct workshops on FWHS's contracting procedures to include bonding, insurance, and other pertinent requirements, in a timely manner in an effort to allow Section 3 business concerns the opportunity to take advantage of any upcoming contracting opportunities.
- Contact the City of Fort Worth Business Development Department, business assistance agencies, Minority and Women's Enterprise M/WBE contractor associations, and community organizations to inform them of contracting opportunities and to request their assistance in identifying Section 3 businesses.
- Establish relationships with the Small Business Administration (SBA), Minority and Women's Business Enterprise M/WBE association, Community Development Corporations, and other sources as necessary to assist FWHS with educating and mentoring residents with a desire to start their own businesses.
- Seek out referral sources in order to ensure job readiness for public housing residents through on-the-job training (OJT) and mentoring to obtain necessary skills that will transfer into the external labor market.
- Develop resources or seek out training to assist residents interested in starting their own businesses to learn to prepare contracts, prepare taxes, and obtain licenses, bonding, and insurance.

IX. Section 3 Residents Recruitment, Training, and Employment

FWHS will develop resources to provide training and employment opportunities to Section 3 program participants by implementing the following:

- Training opportunities will be advertised by distributing flyers via mass mailings and posting in common areas of the housing developments as well as all FWHS public housing management offices.
- The resident councils, resident management corporations, as well as neighborhood community organizations will be contacted to request their assistance in notifying residents of the available training and employment opportunities.

- Employment opportunities will be advertised by posting job vacancies in common areas of all of the FWHS housing developments as well as contacting resident councils, resident management corporations, and neighborhood community organizations.
- A database will be developed to maintain a skill assessment of all Section 3 residents of public housing and other Section 3 residents.
- A database will be developed of eligible qualified Section 3 Business concerns to contact with respect to the availability of contract opportunities.
- Relationships will be developed with local area employers in an effort to solicit job vacancies to determine skills needed in their workforce, thereby providing training to residents developing skills that will transfer into the external labor market.
- A provision for a specific number of public housing or Section 3 program participants to be trained or employed by the contractor will be incorporated into the contract.

X. Employment of Section 3 Program Participants

- The Section 3 Coordinator will conduct pre-interview with all residents prior to being hired by a contractor.
- The pre-interview will assess job readiness (i.e. childcare, transportation, work maturity, job retention skills). Only residents meeting the minimum qualifications of the contractor or subcontractor will be referred to the job site. Residents not deemed job ready would be referred elsewhere. It is imperative that the resident's basic needs are met prior to employment.
- If a resident is referred to a contractor and does not perform satisfactorily due to poor work habits (i.e. tardiness, absenteeism, alcohol/drugs, abusive language, fighting, etc.) she/he will be allowed two additional opportunities to be referred to other contractors. If after that time the resident still does not perform satisfactorily, it will be mandatory that she/he attend and complete a job readiness class, alcohol/drug treatment center, or any other program that he or she may be required to attend. After successful completion the resident will be given the opportunity to be reinstated on the list of resident available for work.
- Residents experiencing problems with contractors should first communicate the problem to the employer. If the problem cannot be solved between the employee and employer, the Section 3 Coordinator will meet with the parties involved to assist in trying to resolve the problem. Residents and employers (contractors or subcontractors) should document problems whenever they occur and record any and all efforts to correct them. The written documentation of the problem should be submitted to the Section 3 Coordinator.
- In order to qualify for employment with contractors, public housing residents must have their name(s) on a FWHS lease, be current on rent, be at least eighteen years of age, and not be involved in any legal action with FWHS (current documented eviction, criminal and drug activity, or trespassing).

- Residents not interested in construction employment opportunities will be assessed for other skills (clerical, administrative, etc.) and will have the opportunity to receive help with interviewing techniques, mock interviews, resume preparation, application assistance, employment leads, and how to dress for success when conducting a job search.
- Residents interested in pursuing General Equivalency Diploma (GED) and continued training education will be referred to those resources by the Section 3 Coordinator who will maintain biweekly contact with residents to monitor progress.

XI. Contractor's Requirements in Employing Section 3 Participants

Under the FWHS Section 3 Program, contractors and subcontractors are required to:

- Provide employment opportunities to Section 3 residents/participants in the priority order listed below:

Category 1 – Section 3 Resident

Residents of the housing development or developments for which the contract shall be expended.

Category 2 – Section 3 Resident

Residents of other housing developments managed by Fort Worth Housing Solutions.

Category 3 – Participants in HUD Youthbuild program being carried out in the project boundary area.

Category 4 – Section 3 Resident

Residents of Section 8 of FWHS as well as all other residents in the City of Fort Worth who meet the income guidelines for Section 3 preference (refer to Section 3 Income Limits).

- After the award of contracts, the contractor must, prior to beginning work, inform Section 3 participants of the development at which the work will be performed, by providing the following:
 - names of the Section 3 business concerns to be utilized,
 - estimates of the number of employees to be utilized for contract,
 - projected number of available positions, to include job descriptions and wage rates (construction wages consistent with Davis Bacon),
 - efforts that will be utilized to seek Section 3 participants.
- Contractors must notify the Section 3 Coordinator of their interests regarding employment of Section 3 participants prior to hiring. The Section 3 Coordinator will ensure that the participant is Section 3 eligible, by assessing the Section 3 database to ensure job readiness. Additionally, the legal department will be contacted to ensure that the individuals are not involved in any legal proceedings against/with FWHS.
- Submit a list of core employees (including administrative, clerical, planning and other positions pertinent to the construction trades) at the time of contract award.
- Document the performance of Section 3 participants (positive and negative), regarding punctuality, attendance, etc., and provide this information to the FWHS Section 3 Coordinator.

- Immediately notify the Section 3 Coordinator of any problems experienced due to the employment of Section 3 participants.
- Immediately notify the Section 3 Coordinator if a participant quits, walks off, or is terminated for any reason. The contractor must provide written documentation of all such incidents to support such decisions to the Section 3 Coordinator to determine if an investigation is warranted.

XII. Internal Section 3 Complaint Procedure

In an effort to resolve complaints generated due to non-compliance through an internal process, FWHS encourages submittal of such complaints to its Section 3 Coordinator as follows:

- Complaints of non-compliance should be filed in writing and must contain the name of the complainant and a brief description of the alleged violation of 24 CFR 135.
- Complaints must be filed within thirty (30) calendar days after the complainant becomes aware of the alleged violation.
- An investigation will be conducted if complaint is found to be valid. The Section 3 Coordinator will conduct an informal, but thorough investigation affording all interested parties, if any, an opportunity to submit testimony and/or evidence pertinent to the complaint.
- The Section 3 Coordinator will provide written documentation detailing the findings of the investigation of FWHS. FWHS will review the findings for accuracy and completeness before it is released to complainants. The findings will be made available no later than thirty (30) days after the filing of complaint.

If complainants wish to have their concerns considered outside of FWHS a complaint may be filed with:

Assistant Secretary for Fair Housing and Equal Opportunity
United States Department of Housing and Urban Development
451 Seventh Street, SW
Washington, DC 20410

The complaint must be received not later than 180 days from the date of the action or omission upon which the complaint is based, unless the time for filing is extended by the Assistant Secretary for a good cause shown.

XIII. Definitions

Applicant – Any entity which makes an application for Section 3 covered assistance, and includes, but is not limited to, any State, unit of local government, public housing agency or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association.

Assistant – the Assistant Secretary of Fair Housing and Equal Opportunity.

Business Concern – a business entity formed in accordance with State law, and which is licensed under State, county or municipal law to engage in the type of business activity for which it was formed.

Contractor – any entity which contracts to perform work generated the expenditure of Section 3 covered assistance, or for work in connection with a Section 3 covered project.

Employment Opportunities Generated by Section 3 Covered Assistance – all employment opportunities generated by the expenditure of Section 3 covered public assistance (i.e., operating assistance, development assistance and modernization assistance, (as described in Section 135.3 (a) (1). With respect to Section 3 covered housing and community development assistance, this term means all employment opportunities arising in connection with Section 3 covered projects (as described in Section 135.3 (a) (2), including management and administrative jobs. Management and administrative jobs include architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, e.g. construction manager, relocation specialist, payroll clerk, etc.

Housing Authority (HA) – Public Housing Agency.

Housing Development – low-income housing owned, developed, or operated by public housing agencies in accordance with HUD’s public housing program regulations codified in 24 CFR Chapter IX.

HUD Youthbuild Programs – programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12899), and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low- and very low-income families.

JTPA – The Job Training Partnership Act (29 U.S. C. 1579 (a).

Low-income person – families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families.

Metropolitan Area – a metropolitan statistical area (MSA), as established by the Office of Management and Budget.

New Hires – full-time employees for permanent, temporary or seasonal employment opportunities.

Recipient – any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State unit of local government, PHA, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.

Section 3 – Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 Business Concern – a business concern,

1. That is 51 percent or more owned by Section 3 resident: or
2. Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or

3. That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar ward of all subcontractors to be awarded to business concerns that meet the qualifications set forth in paragraphs 1 or 2 above.

Section 3 Covered Assistance –

1. Public housing development assistance provided pursuant to Section 5 of the 1937 Act;
2. Public housing operating assistance provided pursuant to Section 9 of the 1937 Act;
3. Public housing modernization assistance provided pursuant to Section 14 of the 1937 Act;
4. Assistance provided under any HUD housing or community development program that is expended for work arising in connection with housing rehabilitation, construction, or other public construction project (which includes other buildings or improvements, regardless of ownership).

Section 3 Clause – the contract provisions set forth in Section 135.38.

Section 3 Covered Contracts – a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project.

Section 3 covered contracts do not include contracts awarded under HUD’s procurement program, which are governed by the Federal Acquisition Regulation (FAR). Section 3 covered contracts also do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 covered contract.

Section 3 Covered Project – the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

Section 3 Resident – a public housing resident or an individual who resides in the metropolitan area or nonmetropolitan county in which the Section 3 covered assistance is expended and who is considered to be a low-to very low-income person.

Subcontractor – an entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor’s obligation for the performance of work generated by the expenditure of Section 3 covered assistance, or arising in connection with a Section 3 covered project.

Very low-income person – families (including single persons) whose income do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of unusually high or low family incomes.

RELATED POLICIES/REFERENCES FOR MORE INFORMATION

Procurement Policy

APPLICABLE FORMS/ATTACHMENTS

Section 3 Clause

Section 3 Clause

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 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 or 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 title subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking application for each of the positions; and the anticipated date the work shall begin.

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

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

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

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7 (b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

ATTACHMENT C

FORT WORTH HOUSING AUTHORITY MINORITY BUSINESS ENTERPRISE POLICY

**FORT WORTH HOUSING AUTHORITY
MINORITY BUSINESS ENTERPRISE POLICY**

The following policy and attachments will be included in all
Fort Worth Housing Authority
bid specifications or purchases \$25,000 and over.

FORT WORTH HOUSING AUTHORITY MINORITY/WOMEN BUSINESS ENTERPRISE POLICY

POLICY STATEMENT

It is the policy of the Fort Worth Housing Authority (FWHA) to involve Minority Business Enterprises (MBEs) in all phases of its procurement and contracting programs and to allow them equal opportunities to compete for contracts for construction, provision of professional services, purchases of equipment and supplies, and provision of other services required by the FWHA.

The FWHA will provide assistance, when requested, to MBE's by providing information on bid specifications, compliance with procurement policy and general bid requirements. The FWHA will seek and use its best efforts to insure that MBE's are informed of current and future procurement activities through direct contact and coordination with assistance and community service organizations.

DEFINITION OF MINORITY BUSINESS ENTERPRISE

A Minority Enterprise (MBE) means a business concern which is (A) at least fifty-one percent owned by one or more minority individual(s) and (B) whose management and daily business operations are controlled by one or more of the minority individuals who own it. Minority individuals means those individuals who are citizens of the U.S. or legal residents and are members of one of the following groups: Black Americans, Hispanic Americans, American Indians, Asian-Pacific Americans, Hasidic Jewish Americans and Asian-Indian Americans. Women Business Enterprise (WBE) means a business concern which follows the same guideline as a "minority business", but is woman owned. Whenever the term "Minority Business Enterprise (MBE)", it shall be construed to include "Women Business Enterprise" (WBE) unless otherwise specifically stated.

GOALS

The FWHA goals for minority participation represent percentages of the total dollar value of contracting and procurement activities within the specific programs as follows:

DEVELOPMENT GOAL - Four (4%) for MBEs and One (1%) for WBEs, of the dollar value of the total contracts awarded and purchases made under the development program.

MODERNIZATION GOALS - Sixteen (16%) for MBEs and Four (4%) for WBEs, of the dollar value of the total contracts awarded and purchases made with modernization funds.

MANAGEMENT GOAL - Eight (8%) for MBEs and Two (2%) for WBEs, of the amount expended for management operations under the account classifications listed below as shown on the statement of Operating Receipts and Expenditures, Form HUD-52599.

It should not be inferred that minority participation should be limited to expenditures under these classifications.

<u>ACCOUNT NO.</u>	<u>ACCOUNT TITLE</u>
4130	Legal Expense
4170	Accounting and Auditing Fees
4190	Sundry
4220	Tenant Services-Recreation, Publications and Other Services
4230	Tenant Services-Contract Costs, Training and Other Services
4420	Ordinary Maintenance and Operation - Material
4430	Ordinary Maintenance and Operation - Contract Costs
4470	Protective Services - Materials
4480	Protective Services - Contract Costs
4510	Insurance
4610	Extraordinary Maintenance (Contracts and Purchases)
7520	Replacement of Nonexpendable Equipment
7540	Property Betterments and Additions (Contracts and Purchases)

COMPLIANCE WITH THE FWHA MBE GOALS

The FWHA will consider the bidders performance regarding its MBE participation goals in the evaluation of bids. Failure to comply or meet the FWHA MBE goals or to demonstrate a "Good Faith Effort" may result in a bid being considered non-responsive to the specifications.

All prime contract bidders must submit the following documentation form regarding minority participation within three (3) working days after bid opening.

1. MBE Compliance Statement (attachment 1A)
2. Schedule of MBE/WBE Utilization (attachment 1B)
3. "Good Faith Effort" Documentation Form (attach 1C)
4. Schedule of MBE/WBE Unavailability (attach. 1D)

FAILURE TO MEET THE FWHA MBE GOALS AND/OR SUBMIT THE REQUIRED DOCUMENTATION SHALL RESULT IN A BID CONSIDERED NON-RESPONSIVE TO SPECIFICATIONS.

Attachment 1A

**FORT WORTH HOUSING AUTHORITY
MBE COMPLIANCE STATEMENT**

The undersigned bidder hereby certifies that they will comply with the FWHA MINORITY ENTERPRISE POLICY AND GOALS in the following manner:

1. ENTIRE CONTRACT SUPPLIED BY MBE OR WBE

___ Certified by

___ In the process of being certified by _____

2. ___ CONTRACT SUPPLIED WITH MBE/WBE PARTICIPATION

___ Attached hereto is the Schedule of Utilization for Minority Participation (attachment 1B).

___ IF MBE PARTICIPATION IS LESS THAN THE FWHA GOALS YOU MUST COMPLETE ATTACHMENTS 1B, 1C, & 1D.

3. ___ CONTRACT SUPPLIED WITHOUT MBE OR WBE PARTICIPATION

___ Complete the "GOOD FAITH EFFORT DOCUMENTATION" FORM
Attachment 1C

The bidder further agrees to provide, directly to the FWHA upon request, complete and accurate information regarding actual work performed by the MBE on the contract, the payment therefore and any changes to the original MBE arrangements submitted with this bid/proposals. The bidder also agrees to allow an audit and/or examination of any books, records, and files held by their company that will substantiate the actual work performed by the MBE on this contract, by an authorized officer or employee of the FWHA. Any material misrepresentation will be grounds for terminating the contract and for initiating action under Federal, State or Local Laws concerning false statements.

It is preferred that all MBEs be certified by the North Central Texas Regional Certification Agency, however certifications from other agencies may be presented for consideration. Other acceptable certifying agencies include but are not limited to:

City of Dallas
Dallas/Ft Worth Airport
Dallas Area Rapid Transit
Small Business Administration
8A Status Certifications
Dallas/Ft Worth Minority Business
Development Council
National Minority Certifications

Name of Company

Authorized Signature

Date _____

Title _____

SCHEDULE OF MBE/WBE UTILIZATION

 Prime Contractor

 Project Name

 Date of Report

 Project Number

Company Name, Address and Telephone Number	Name of Person Contacted	Scope of Work To Be Performed	Dollar Amount of Work	MBE or WBE	Certifying Agency

The undersigned will enter into a formal agreement with the Minority/Women Contractors and/or suppliers listed above in this schedule conditioned upon execution of a contract with the Fort Worth Housing Authority.

Signature _____

Title _____

Date _____

Attachment 1C

"GOOD FAITH EFFORT" DOCUMENTATION FORM

Project Name _____

Project Number _____

Prime Contractor _____

If you have failed to secure MBE firms or if your MBE participation is less than the FWHA goal, you must complete this form.

FAILURE TO COMPLETE THE REQUIRED MBE PARTICIPATION FORMS MAY BE GROUNDS FOR REJECTION OF THE BID.

1. Did you obtain a list of MBE firms from the FWHA or the City of Fort Worth MBE/WBE Office?
Yes___ No___
2. Did you contact any of the organizations that are available to assist MBEs, to obtain a list of potential subcontractors and/or suppliers?
Yes___ No___

If yes, list the agencies below:

3. Please list every subcontractor/supplier opportunity which will be used in the completion of this project.
If none, explain.
4. Did you send written notice to MBE firms soliciting bids on this project?
Yes___ No___
5. Did you solicit bids from MBE firms by telephone?
Yes___ No___

If yes, please list firms on Attachment 1D, Schedule of Unavailability.

6. Did you solicit bids from MBE firms by advertisement in the Newspaper.
Yes___ No___

If yes, attach copy(s) of advertisement(s).

7. If you propose to perform the entire contract without subcontractors or suppliers, please provide a detailed explanation below, that proves, based on the size and the scope of the project, this is your normal business practice.

The undersigned certifies that the information provided and the MBEs listed was/were contacted in good faith. It is understood that the MBEs on the attached list will be contacted and the reasons for using them will be verified by the Housing Authority.

THE MISREPRESENTATION OF FACTS IS GROUNDS FOR CONSIDERATION OF DISQUALIFICATION AND MAY RESULT IN A BID BEING CONSIDERED BEING NON-RESPONSIVE TO THE SPECIFICATIONS.

COMPANY NAME _____

AUTHORIZED SIGNATURE _____

TITLE _____

DATE _____

Attachment 1D

**FORT WORTH HOUSING AUTHORITY
SCHEDULE OF MBE/WBE UNAVAILABILITY**

Prime Contractor

Project Name

Date of Report

Project Number

Name of MBE/WBE Contractor/Supplier Address	Name of Person Contacted & Telephone	Type of Work To Be Performed	MBE or WBE	Reason For Not Subcontracting

10 Page
Minority Business

ATTACHMENT D

INSURANCE REQUIREMENTS SUMMARY

Attachment D

INSURANCE REQUIREMENTS SUMMARY

Consultant shall procure and maintain, during the life of this Contract, Public Liability Insurance, Automobile Liability Insurance, Employer’s Liability Insurance, Workmen’s Compensation Insurance, and Umbrella Liability covering each and every obligation herein including, but not limited to, the indemnity and defense obligations, with not less than the following limits, with each such policy of insurance naming Owner, McCormack Baron Development, Inc.; the Department of Housing and Urban Development (“HUD”); and FWHS as additional insureds hereunder:

Commercial Bodily Injury and Advertising Injury	\$1,000,000 each occurrence	\$1,000,000 annual aggregate
Commercial Property Damage	\$1,000,000 each occurrence	\$1,000,000 annual aggregate
Automobile Bodily Injury	\$1,000,000 each occurrence	\$1,000,000 annual aggregate
Employer’s Liability	\$1,000,000 each occurrence	\$1,000,000 annual aggregate
Workmen’s Compensation	Statutory	
Umbrella Liability	\$1,000,000 each occurrence	\$1,000,000 annual aggregate

Each insurance policy required hereunder is to be placed with an insurer duly licensed or approved unlicensed companies in the State where the Consultant performs its business with an “A.M. Best” rating of not less than A-VII. Owner, Owner’s lenders, and FWHS in no way warrant that this minimum insurer rating is sufficient to protect Consultant from potential insurer insolvency.

ATTACHMENT E

HUD 2530

PREVIOUS PARTICIPATION CERTIFICATION

US Department of Housing and Urban Development
Office of Housing/Federal Housing Commissioner

US Department of Agriculture
Farmers Home Administration

Part I to be completed by Principals of Multifamily Projects (See instructions)		For HUD HQ/FmHA use only	
Reason for submission:			
1. Agency name and City where the application is filed		2. Project Name, Project Number, City and Zip Code	
3. Loan or Contract amount \$	4. Number of Units or Beds	5. Section of Act	6. Type of Project (check one) <input type="checkbox"/> Existing <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Proposed (New)

7. List all proposed Principals and attach organization chart for all organizations

Name and address of Principals and Affiliates (Name: Last, First, Middle Initial) proposing to participate	8 Role of Each Principal in Project	9. SSN or IRS Employer Number

Certifications: The principal(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as principal(s) in the role(s) and project listed above. The principal(s) each certify that all the statements made on this form are true, complete and correct to the best of their knowledge and belief and are made in good faith, including any Exhibits attached to this form. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. The principal(s) further certify that to the best of their knowledge and belief:

1. Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the principal(s) have participated or are now participating.
2. For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
 - a. No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;
 - b. The principals have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
 - c. There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the principals or their projects;
 - d. There has not been a suspension or termination of payments under any HUD assistance contract due to the principal's fault or negligence;
 - e. The principals have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
 - f. The principals have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;
 - g. The principals have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;
3. All the names of the principals who propose to participate in this project are listed above.
4. None of the principals is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
5. None of the principals is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
6. None of the principals have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any principals or affiliates have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
7. None of the principals is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
8. Statements above (if any) to which the principal(s) cannot certify have been deleted by striking through the words with a pen, and the relevant principal(s) have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.

Name of Principal	Signature of Principal	Certification Date(mm/dd/yyyy)	Area Code and Tel. No.
This form prepared by (print name)			Area Code and Tel. No.

Previous Participation Certification

OMB Approval No. 2502-0118
(Exp. 05/31/2019)

Schedule A: List of Previous Projects and Section 8 Contracts. Below is a complete list of the principals' previous participation projects and participation history in multifamily Housing programs of HUD/FmHA, State and local Housing Finance Agencies. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, **"No previous participation, First Experience"**.

1. Principals Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved)	3. List Principals' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of loan (current, defaulted, assigned, foreclosed)	5. Was the Project ever in default during your participation Yes No If yes, explain		6. Last MOR rating and Physical Insp. Score and date

Part II- For HUD Internal Processing Only

Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.

Date (mm/dd/yyyy)	Tel No. and area code	<input type="checkbox"/> A. No adverse information; form HUD-2530 approval recommended. <input type="checkbox"/> B. Name match in system <input type="checkbox"/> C. Disclosure or Certification problem <input type="checkbox"/> D. Other (attach memorandum)	
Staff	Processing and Control		
Supervisor	Director of Housing/Director, Multifamily Division	Approved <input type="checkbox"/> Yes <input type="checkbox"/> No	Date (mm/dd/yyyy)

Instructions for Completing the Previous Participation Certificate, form HUD-2530

Carefully read these instructions and the applicable regulations. A copy of those regulations published at 24 C.F.R. 200.210 to 200.245 can be obtained from the Multifamily Housing Representative at any HUD Office. Type or print neatly in ink when filling out this form. Mark answers in all blocks of the form. If the form is not filled completely, it will delay approval of your application.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record.

Carefully read the certification before you sign it. Any questions regarding the form or how to complete it can be answered by your HUD Office Multifamily Housing Representative.

Purpose: This form provides HUD with a certified report of all previous participation in HUD multifamily housing projects by those parties making application. The information requested in this form is used by HUD to determine if you meet the standards established to ensure that all principal participants in HUD projects will honor their legal, financial and contractual obligations and are acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify your record of previous participation in HUD/USDA-FmHA, State and Local Housing Finance Agency projects by completing and signing this form, before your project application or participation can be approved.

HUD approval of your certification is a necessary precondition for your participation in the project and in the capacity that you propose. If you do not file this certification, do not furnish the information requested accurately, or do not meet established standards, HUD will not approve your certification.

Note that approval of your certification does not obligate HUD to approve your project application, and it does not satisfy all other HUD program requirements relative to your qualifications.

Who Must Sign and File Form HUD-2530:

Form HUD-2530 must be completed and signed by all principals applying to participate in HUD multifamily housing projects, including those who have no previous participation. The form must be signed and filed by all principals and their affiliates who propose participating in the HUD project. Use a separate form for each role in the project unless there is an identity of interest.

Principals include all individuals, joint ventures,

partnerships, corporations, trusts, non-profit organizations, any other public or private entity that will participate in the proposed project as a sponsor, owner, prime contractor, turnkey developer, managing agent, nursing home administrator or operator, packager, or consultant. Architects and attorneys who have any interest in the project other than an arm's length fee arrangement for professional services are also considered principals by HUD.

In the case of partnerships, all general partners regardless of their percentage interest and limited partners having a 25 percent or more interest in the partnership are considered principals. In the case of public or private corporations or governmental entities, principals include the president, vice president, secretary, treasurer and all other executive officers who are directly responsible to the board of directors, or any equivalent governing body, as well as all directors and each stockholder having a 10 percent or more interest in the corporation.

Affiliates are defined as any person or business concern that directly or indirectly controls the policy of a principal or has the power to do so. A holding or parent corporation would be an example of an affiliate if one of its subsidiaries is a principal.

Exception for Corporations – All principals and affiliates must personally sign the certificate except in the following situation. When a corporation is a principal, all of its officers, directors, trustees and stockholders with 10 percent or more of the common (voting) stock need not sign personally if they all have the same record to report. The officer who is authorized to sign for the corporation or agency will list the names and title of those who elect not to sign. However, any person who has a record of participation in HUD projects that is separate from that of his or her organization must report that activity on this form and sign his or her name. The objective is full disclosure.

Exemptions – The names of the following parties do not need to be listed on form HUD-2530: Public Housing Agencies, tenants, owners of less than five condominium or cooperative units and all others whose interests were acquired by inheritance or court order.

Where and When Form HUD-2530 Must Be Filed:

The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects, or when otherwise required in the situations listed below:

- Projects to be financed with mortgages insured under the National Housing Act (FHA).
- Projects to be financed according to Section 202 of the Housing Act of 1959 (Elderly and

Handicapped).

- Projects in which 20 percent or more of the units are to receive a subsidy as described in 24 C.F.R. 200.213.
- Purchase of a project subject to a mortgage insured or held by the Secretary of HUD.
- Purchase of a Secretary-owned project.
- Proposed substitution or addition of a principal or principal participation in a different capacity from that previously approved for the same project.
- Proposed acquisition by an existing limited partner of an additional interest in a project resulting in a total interest of 25 percent or more or proposed acquisition by a corporate stockholder of an additional interest in a project resulting in a total interest of 10 percent or more.
- Projects with U.S.D.A., Farmers Home Administration, or with state or local government housing finance agencies that include rental assistance under Section 8 of the Housing Act of 1937. For projects of this type, form HUD-2530 should be filed with the appropriate applications directly to those agencies.

Review of Adverse Determination: If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration by the HUD Review Committee. Alternatively, you may request a hearing before a Hearing Officer. Either request must be made in writing within 30 days from your receipt of the notice of determination.

If you do request reconsideration by the Review Committee and the reconsideration results in an adverse determination, you may then request a hearing before a Hearing Officer. The Hearing Officer will issue a report to the Review Committee. You will be notified of the final ruling by certified mail.

Specific Line Instructions:

Reason for submitting this Certification: e.g., refinance, change in ownership, change in management agent, transfer of physical assets, etc.

Block 1: Fill in the name of the agency to which you are applying. For example: HUD Office, Farmers Home Administration District office, or the name of a State or local housing finance agency. Below that, fill in the name of the city where the office is located.

Block 2: Fill in the name of the project, such as "Greenwood Apts." If the name has not yet been selected, write "Name unknown." Below that, enter the HUD contract or project identification number, the Farmers Home Administration project number, or the State or local housing finance agency project or contract number. Include **all** project or contract

identification numbers that are relevant to the project. Also enter the name of the city in which the project is located, and the ZIP Code.

Block 3: Fill in the dollar amount requested in the proposed mortgage, or the annual amount of rental assistance requested.

Block 4: Fill in the number of apartment units proposed, such as "40 units." For hospital projects or nursing homes, fill in the number of beds proposed, such as "100 beds."

Block 5: Fill in the section of the Housing Act under which the application is filed.

Block 7: Definitions of all those who are considered principals and affiliates are given above in the section titled "Who Must Sign and File...."

Block 8: Beside the name of each principal, fill in the appropriate role. The following are examples of possible roles that the principals may assume: Owner/Mortgagor, Managing Agent, Sponsor, Developer, General Con-tractor, Packager, Consultant, Nursing Home Administrator etc.

Block 9: Fill in the Social Security Number or IRS employer number of every principal listed, including affiliates.

Instructions for Completing Schedule A:

Be sure that Schedule A is filled-in completely, accurately and the certification is properly dated and signed, because it will serve as a legal record of your previous experience. All Multifamily Housing projects involving HUD/ FmHA, and State and local Housing Finance Agencies in which you have previously participated **must be** listed. Applicants are reminded that previous participation pertains to the individual principal within an entity as well as the entity itself. A newly formed company may not have previous participation, but the principals within the company may have had extensive participation and disclosure of that activity is required.

Column 2. All previous projects must be listed or your certification cannot be processed. Include the name of all projects, project number, city where it is located and the governmental agency (HUD, USDA-FmHA or state or local housing finance agency) that was involved.

Column 3. List the role(s) as a principal, dates participated and if fee or identity of interest (IOI) with owners.

Column 4. Indicate the current status of the loan. Except for current loan, the date associated with the status is required. Loans under a workout arrangement are considered assigned. For all noncurrent loans, an explanation of the status is required.

Column 5. Explain any project defaults during your participation.

Column 6. Provide the latest Management Review (MOR) rating and Physical Inspection score.

Certification: After you have completed all other parts of

form HUD-2530, including schedule A, read the Certification carefully. In the box below the statement of the certification, fill in the names of all principals and affiliates as listed in block 7. Each principal should sign the certification with the exception in some cases of individuals associated with a corporation (see "Exception for Corporations" in the section of the instructions titled "Who Must Sign and File Form HUD-2530). Principal who is signing on behalf of the entity should attach signature authority document. Each principal who signs the form should fill in the date of the signature and

a telephone number. By providing a telephone number, HUD can reach you in the event of any questions.

If you cannot certify and sign the certification as it is printed because some statements do not correctly describe your record, use a pen to strike through those parts that differ with your record, and then sign and certify.

Attach a signed statement of explanation of the items you have struck out on the certification. Item 2e. relates to felony convictions within the past 10 years. If you are convicted of

a felony within the past 10 years, strike out 2e. and attach statement of explanation. A felony conviction will not necessarily cause your participation to be disapproved unless there is a criminal record or other evidence that your previous conduct or method of doing business has been such that your participation in the project would make it an unacceptable risk from the underwriting stand point of an insurer, lender or governmental agency.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law (42 U.S.C. 3535(d) and 24 C.F.R. 200.217) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a principal may not participate in a proposed or existing multifamily project. HUD uses this information to evaluate whether or not principals pose an unsatisfactory underwriting risk. The information is used to evaluate the potential principals and approve only individuals and organizations that will honor their legal, financial and contractual obligations.

Privacy Act Statement: The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN.

Public reporting burden for this collection of information is estimated to average 1 hour 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. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

A response is mandatory. Failure to provide any of the information will result in your disapproval of participation in this HUD program.

ATTACHMENT F

PROPOSAL FORM

Attachment F

Construction Support Services RFP
Proposal Form

	Section 3 Business & Labor	Minority/Women Business & Labor	Wage Rates & Payroll	Reimbursable Expenses	Total
Site Preparation					
Housing					
Public Improvements					
Total					

Consultant Name

Consultant Address

EIN

Consultant Signature &

Date

ATTACHMENT G

FORM OF AGREEMENT

CONSULTING AGREEMENT

This Consulting Agreement (“**Agreement**”) is entered into this ___ day of _____, 2020, by and between McCormack Baron Salazar Development, Inc., an Missouri limited partnership (the “**Developer**”), and _____, (the “**Consultant**”), with respect to its provision of services relating to workforce monitoring/compliance; M/WBE/Section 3 compliance management, tracking and reporting; Davis Bacon/prevaling wage certified payroll reviews; and management and community engagement services for the Cowan Place project, at the southwest intersections of East Rosedale Street and Stalcup Road (the “**Project**”).

1. Scope of Consultant’s Services.

a. Pursuant to this Agreement, Consultant’s “**Services**” shall consist of, and Consultant shall provide, (i) those services, activities, evaluations, assessments, deliverables, reports and other documents, all as set forth in or required by this Agreement (including Exhibit A; all exhibits hereto are and incorporated herein by reference); and (ii) any other services reasonably inferable from or incidental to the foregoing. Consultant’s Services shall be performed consistently with the standards of skill, care and diligence as applicable to consultants providing services similar to those required under this Agreement (collectively, the “**Standard of Care**”).

b. Consultant shall be solely responsible for the means and methods employed in connection with the Services and for all work and activities necessary to complete the Services in accordance with the terms and conditions of this Agreement. Consultant agrees to exercise Consultant’s best efforts, skill and judgment in performing the Services, and to perform the same in an expeditious and economical manner consistent with Developer’s interests. Consultant acknowledges that time is of the essence with respect to the completion of the Services, and agrees that it shall complete the Services in accordance with, and no later than, such timeframes as may be established hereby or by the parties.

2. Responsibility of Consultant.

a. Consultant shall be responsible for the quality, accuracy and coordination of all Services and shall maintain close communication and coordinate its activities with Developer, the Separate Consultants (as defined below) and all governmental authorities with jurisdiction over the Project (collectively, “**Governmental Authorities**”) as necessary to facilitate the full, timely and proper performance of such Services. The Services shall be performed in a manner, and shall be sequenced and timed, so as not to delay or disrupt the performance of the work by or services of any Separate Consultant.

b. Consultant shall review and approve the Services and Consultant Documents it provides pursuant hereto before submitting the same to Developer.

c. Consultant agrees that any Errors (as defined below) in any Services or the Consultant Documents will be corrected, with reasonable promptness, as part of Consultant’s Services and at no cost to Developer and that Consultant shall also be responsible for any damages or losses incurred by Developer as a result of any such Errors. “**Errors**” are defined as errors, omissions or other defects in any Services or Consultant Documents that breach of the Standard of Care or otherwise constitute negligence.

d. Consultant acknowledges that it has described and represented itself to Developer as possessing experience and knowledge in projects similar to this Project and in performing services similar to the Services required hereby.

e. Consultant acknowledges and agrees that Developer shall have the right, either directly or through a Separate Consultant, to participate in and observe any and all of the Services performed by Consultant or its subconsultants hereunder. Consultant agrees that its performance of Services hereunder together with or under the supervision or observation of Developer (or any other person or entity retained by Developer) shall not relieve, reduce or diminish Consultant’s responsibility to Developer for Errors or breaches of this Agreement. Specifically in this regard, Consultant agrees that the failure of Developer (or any such other person or entity) to give notice of or to otherwise observe or discover any Error or breach shall not constitute a waiver or acceptance thereof and shall not affect or reduce Consultant’s responsibilities to Developer under this Agreement.

f. Consultant represents that it is familiar with and knowledgeable about laws, codes, ordinances, rules, statutes and regulations applicable to any Services performed by Consultant and that Consultant shall perform all Services hereunder in compliance therewith.

g. Consultant acknowledges that the Services and any work product (including, without limitation, any Consultant Documents, as defined herein) provided hereunder may be used and relied upon by Developer and third parties retained by Developer for other work relating to the Project.

3. Meetings and Reports. Consultant shall meet with Developer at such reasonable times and places chosen by Developer in its discretion, to discuss the results and progress of the Services and address any problems therewith. If requested or required by Developer, Consultant shall provide Developer with written reports and recommendations relating thereto.

4. Developer's Separate Consultants. Consultant acknowledges and agrees that Developer may retain certain other consultants or other persons or entities to perform work or provide services in connection with the Project (collectively, the "***Separate Consultants***") and that certain of Developer's Separate Consultants may assist Developer in reviewing, supervising or evaluating Consultant's Services.

5. Ownership of Documents and Proprietary Information.

a. Any documents, assessments, reports, testing, evaluations and other work, information, deliverables or work product (collectively, "***Documents***") prepared by Consultant as part of the Services pursuant to this Agreement (collectively, "Consultant ***Documents***"), and any Documents prepared by Developer or any Separate Consultant and provided to Consultant in connection with Consultant's performance of the Services (collectively, "***Developer Documents***"), shall be the sole property of Developer. Consultant shall not use any of the Consultant Documents or Developer Documents on projects other than the Project.

b. As used herein, the term "***Proprietary Information***" shall mean all information relating to the Project or the Developer's business and activities that the Developer informs Consultant must be treated as confidential and/or proprietary, or which Consultant should reasonably know is confidential and/or proprietary. Consultant agrees that it will not disclose any of the Developer's Proprietary Information to any third person and that it will not use any Proprietary Information other than on the Developer's behalf as necessary to accomplish Consultant's Services, except as the Developer may otherwise authorize in writing. Consultant agrees to take reasonable precautions to safeguard disclosure of any documents containing Proprietary Information. Consultant agrees, upon completion of the Services, to return to Developer or destroy all Documents containing Proprietary Information.

6. Independent Contractor. Consultant is an independent contractor to Developer and shall have no other relationship to Developer, the Project or Separate Consultants other than that defined in this Agreement. Nothing herein shall be construed to create a partnership, joint venture or similar relationship between Developer and Consultant or to authorize either party to act as general agent or undertake any contracts for the other party. Consultant shall not have any authority to bind Developer in connection with any matters relating to the Project except as expressly directed by Developer in writing.

7. Subconsultants. Consultant shall secure the written approval of Developer prior to hiring any subconsultant to perform the Services. Consultant shall be responsible for the acts or omissions of any person or entity hired by Consultant as a subconsultant to perform any Services.

8. Termination.

a. Developer may terminate this Agreement, with or without cause, upon seven (7) calendar days' written notice to Consultant. As used herein, the term "cause" shall mean any failure by Consultant to perform its Services in accordance with the terms of this Agreement and/or the Standard of Care. Upon termination of this Agreement by Developer without cause, Consultant shall be compensated for all Services performed by Consultant and accepted by Developer (such acceptance not to be unreasonably withheld) up to and including the date of

termination, subject to any withholdings or deductions permitted by this Agreement or otherwise at law (such compensation, subject to the foregoing, is the "**Termination Amount**"); and payment thereof shall be made within thirty (30) days from the effective date of termination. It is expressly agreed that Consultant shall be entitled to no compensation, including anticipated profit or overhead, for unperformed Services. In the event Developer terminates this Agreement with cause, Consultant shall not be entitled to any further compensation until Consultant has paid Developer for all costs and damages incurred by Developer as a result of the negligence or Errors of, or breach of this Agreement by, Consultant or its subconsultants. After all such costs and damages have been paid, Developer shall pay the Termination Amount (or may offset such costs and damages against the Termination Amount); if such costs and/or damages exceed the Termination Amount, Consultant shall be liable to Developer for the difference.

b. Consultant may terminate this Agreement if Developer fails to make any undisputed payment to Consultant, within thirty (30) days after such payment is due in accordance with this Agreement and has been submitted in accordance with the regular draw schedule, for Services performed by Consultant and accepted by Developer. In such event, Consultant may, upon ten (10) working days' written notice to Developer, suspend or terminate the performance of Services under this Agreement. Unless such payment is thereafter received by Consultant within ten (10) working days, the suspension or termination shall take effect without further notice to Developer. Upon termination for such reason, Consultant shall be compensated in the amount of the Termination Amount. Such compensation shall be due and payable to Consultant thirty (30) days after the date of termination.

c. Limitation of Remedies. Consultant's sole and exclusive rights and remedies in the event of termination or suspension shall be those set forth in Section 8(a) and (b) above, as applicable, and Consultant shall be entitled to no additional compensation and shall have no additional or other rights of any kind, type or nature under or arising out of this Agreement by virtue of such termination or suspension. A termination by Developer for cause that is later determined to be unjustified shall be deemed a termination without cause under this Agreement. Payment by Developer to Consultant of any monies pursuant to this Agreement shall not constitute a waiver of any remedies which Developer may otherwise have against Consultant for any failure of Consultant to perform in accordance with this Agreement.

9. Payment.

a. Consultant shall be compensated for the Services performed and required pursuant to this Agreement as provided in Exhibit B (such compensation is referred to herein as the "**Fee**"). Except and only to the extent that an increase is authorized by Developer in writing, the Fee shall be Consultant's complete and maximum compensation for all Services rendered in connection with this Agreement.

b. Consultant's invoices shall be submitted on a monthly basis by the tenth (10th) day of the month following that in which the completed Services were provided. The invoices shall be accompanied by such supporting documentation and information as may be reasonably required by Developer, its lenders or any Governmental Authority, shall be itemized and shall provide a description of the charges in such detail as Developer may reasonably require.

c. Developer shall review each invoice submitted by Consultant and make such exceptions as Developer deems reasonably necessary or appropriate under the circumstances then existing. Within [_____] (___) days after receipt of such invoice, Developer shall make payment to Consultant in the amount approved, subject to the provisions herein. No payment made shall be construed to be an acceptance of that part of the Services to which the payment relates, or relieve Consultant of any of its obligations hereunder and with respect thereto. All payments to Consultant shall be subject to reduction by all amounts in dispute between Developer and Consultant and all amounts due to Developer from Consultant as a result of Consultant's fault, Errors or breach of contract. Such amount shall be withheld by Developer only in good faith.

d. The Fee includes, and Consultant shall pay, all federal, state or local taxes and all sales, consumer, use and similar taxes applicable to the Services provided by Consultant (or relating to the performance of any work, furnishing of any materials or ownership, use, or transfer of any property in connection with such Services), and all taxes measured by the wages of all Consultant's employees as required by law.

10. Indemnification and Insurance.

a. Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold harmless Developer, the U.S. Department of Housing and Urban Development (“**HUD**”), the Housing Authority of the City of Fort Worth d/b/a Fort Worth Housing Solutions (“**FWHS**”), the City of Fort Worth, TX, including, without limitation, the Neighborhood Services Department of the City of Fort Worth (collectively referred to herein as the “**City**”), McCormack Baron Salazar Development, Inc. and their respective officers, directors, agents, representatives and employees from and against any and all claims, demands, damages, liabilities, losses, costs and expenses (including but not limited to reasonable attorneys’ fees, expert fees and court costs) arising out of or in connection with Consultant’s performance of the Services to the extent caused by the negligent act or omissions, breaches of this Agreement, Errors or statutory violations of Consultant, any subconsultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

b. Insurance. Consultant shall maintain and keep in effect during the term of this Agreement, at Consultant’s sole cost and expense, such types and amounts of insurance (and by insurance companies licensed to do business in the State(s) where the Services are to be performed and having a minimum A.M. Best’s rating of A-VIII) with respect to Consultant and its activities, as Developer, may from time to time reasonably require, including, without limitation, those set forth in Exhibit C. Except for Worker’s Compensation, Employer Liability Insurance, and Professional Errors and Omissions insurance, Developer and each of the other indemnitees named in Section 10(a) above shall be named as additional insureds on all liability insurance coverages carried by Consultant, and Consultant shall furnish evidence of such insurance coverages reasonably satisfactory to Developer. Each policy of insurance shall require the insurer to provide Developer with thirty (30) days’ written notice prior to any cancellation or non-renewal.

c. Developer and Consultant waive all rights against each other and the subcontractors, subconsultants, agents and employees of each other to the extent actually paid by any insurance obtained by either party which is applicable to the Project.

d. The provisions of this Section 10 hereof shall survive any termination of this Agreement.

11. Time; Change in Scope. Consultant’s Services shall be performed as expeditiously as possible, consistent with the Standard of Care, so as to cause no delay in the performance of the Services or otherwise on the Project and so as not to interfere with the schedule of any other Separate Consultant performing work or services for the Project. The time limits established for the performance of Consultant’s Services in Exhibit A shall not be exceeded by Consultant, except and only for those delays beyond the reasonable control of Consultant and its subconsultants (including any act or neglect of Developer, its agents or the Separate Consultants). In the event Consultant fails to complete a Service or activity within such time limits, Developer shall, without limitation to any other remedies for such breach of contract, have the right, but not the obligation, without terminating this Agreement, to hire another person or entity to perform such Service or activity and Consultant shall be responsible to Developer for all additional costs paid by Developer to procure such performance to the extent allowed by law. If services are required beyond the scope of the Services, as defined in the Agreement, such additional services must be approved in advance by Developer (and no payment will be made by Developer with respect to such services unless they are so approved in advance), and Consultant’s compensation shall be calculated by multiplying the number of hours worked by Consultant and its employees (billed on an hourly basis in 1/10th of an hour increments) by the applicable hourly rates set forth in Exhibit A.

12. Miscellaneous.

a. Developer designates _____ as its representative authorized to act on Developer’s behalf with respect to this Agreement (“**Developer’s Representative**”). Developer’s Representative shall be the sole person authorized to act on behalf of Developer with regard to the Project and this Agreement, and Consultant shall not accept requests for services or other directions in connection with the performance of Services unless such request or direction is issued by Developer’s Representative or unless otherwise agreed in writing between the parties.

b. Consultant and Developer agree that _____ shall be the “*Consultant’s Representative*” authorized to act on behalf of Consultant with respect to the Project, and who shall be responsible for coordinating, scheduling and supervising Consultant's performance of the Services, shall be the person who attends any meetings and conferences with Developer and/or Developer’s Separate Consultants required by the Agreement, and shall be the person responsible for communicating, on behalf of Consultant, with Developer as necessary to facilitate the timely and proper performance of Consultant’s Services. Consultant’s Representative shall not be discontinued by Consultant (except in the event of resignation or disability or if Developer requests a replacement to resolve incompatible working relationships) and no new individual shall be designated as Consultant’s Representative, without the prior, written approval of Developer, which approval shall not be unreasonably withheld.

c. No failure by Consultant or Developer to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy upon a breach thereof, shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

d. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstance other than those as to which it is held invalid or unenforceable, as the case may be, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Neither this Agreement nor any term or provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which the enforcement of the change, waiver, discharge or termination is sought.

e. The headings, Section and Article descriptions and other captions of this Agreement are for convenience of reference only and in no way define, limit or describe the scope or intent of this Agreement or any part hereof, nor in any way affect this Agreement or any part hereof.

f. Neither this Agreement nor the performance hereof by either party shall be construed as creating any employment relationship whatsoever between Developer and Consultant’s employees. Neither Consultant nor any of its employees are or shall be deemed to be employees of Developer. Consultant shall be solely responsible for its employees’ payroll and shall withhold from its employees’ wages and salaries and make all tax filings and payments with respect to such employees as is required by law.

g. All claims, disputes or other matters in question between the parties to this Agreement, arising out of or relating to this Agreement, or the breach thereof, shall be decided by resort to litigation in any court of competent jurisdiction in the State where the Project is located. However, the parties agree that no dispute between Developer and Consultant may be litigated unless and until the parties have first conducted negotiations with regard to the dispute and submitted the dispute to non-binding mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association. In the event that one of the parties is not participating in, or is unnecessarily delaying, the mediation process, the other party may immediately pursue litigation. After a demand for mediation has been made, the parties shall make good faith efforts to agree on a mediator and a process for mediation. In the event that the parties cannot agree on a mediator and a process for mediation within sixty (60) days after the demand for mediation, the mediation shall be administered by the American Arbitration Association. The site of the mediation shall be in a location as agreed to by the parties at a location in the city and state where the Project is located. Any mediation commenced pursuant to this Section shall include, by consolidation, joinder, or joint filing, any additional person or entity not a party to this Agreement to the extent necessary to the final resolution of the matter in controversy, except that if any such additional person or entity refuses to participate in such mediation and cannot legally be required to do so, the mediation nevertheless shall go forward without such person or entity. Consultant shall include in all subcontracts litigation, mediation and consolidation provisions equivalent to those contained in this Section. This agreement to mediate and consolidate parties and claims shall be specifically enforceable.

h. Pending final resolution of any claim, dispute or other matter referenced in the above paragraph, Consultant shall proceed diligently with performance of the Services and Developer shall continue to make payments in accordance with this Agreement, except as otherwise agreed in writing or as provided in Section 8.

i. Any claim by Consultant for additional compensation or additional time must be made in writing within seven (7) days after the occurrence of the event giving rise to such claim or within seven (7) days after Consultant first recognizes the condition giving rise to the claim, whichever is later. Notwithstanding any other provision of this Agreement, the failure of Consultant to provide Developer with written notice of any claim whatsoever within such period shall mean that Consultant has waived such claim.

j. If requested by Developer's Representative, Consultant shall provide Developer's Representative with any information or records relating to Consultant's Services and the amounts paid by Developer for such Services, as may be necessary for Developer to comply with, or obtain reimbursement or funding pursuant to, any applicable local, state or federal law or program. All records relating to the Project shall be maintained by Consultant for a period of at least five (5) years after completion of the Project.

13. Lien and Claim Waivers. Upon receipt of payment from Developer for any Services provided pursuant to this Agreement, Consultant shall provide Developer with executed lien waivers releasing and discharging any lien rights or claims of any type whatsoever against the Project belonging to Consultant, and/or any subcontractors, suppliers or other persons or entities performing work or providing services for Consultant in connection with this Agreement, with respect to the Services or work for which payment is made.

14. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by a written agreement between Developer and Consultant signed by each party. The rights and duties of each party shall be limited to those provided herein.

15. Governing Law. This Agreement shall be construed and governed according to the laws of the State of Missouri.

16. Successors and Assigns; Assignment. Developer and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Consultant shall not assign this Agreement without the written consent of Developer. Without limiting Developer's right of assignment hereunder, Consultant acknowledges and agrees that Developer may assign this Agreement to the Project ownership entity, a lender or other entity providing financing for the Project or to which Developer has responsibility for managing the design and construction of the Project, if the ownership entity, lender or other entity agrees to assume Developer's rights under this Agreement.

17. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and transmitted by PDF or facsimile and, in such event, the PDF or facsimile shall have the same force and effect as the hand delivery of an original of this Agreement to the recipient duly executed in ink.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties have caused this Consulting Agreement to be executed by their duly authorized representatives on the day and year first above written.

Consulting Company

By: _____
Printed Name: _____
Title: _____

McCormack Baron Salazar Development, Inc.

By: _____
Name: _____
Title: _____

EXHIBIT A

Scope of Services

EXHIBIT B

Consultant's Fee Schedule

EXHIBIT C

Insurance Coverage and Limits

FORM OF COVERAGE	LIMITS OF LIABILITY												
Worker's Compensation	Statutory Limits												
Employer's Liability	\$1,000,000.00 per accident \$1,000,000.00 disease, policy limit \$1,000,000.00 each employee												
Commercial General Liability, including: a) Bodily Injury/Property Damage (Occurrence Basis) b) Premises/Operations; c) Independent Contractors; d) Blanket Contractual Liability, including protection for the Contractor from claims arising out of liability and indemnity obligations in connection with this Agreement; and e) Personal Injury Liability.	<table> <tr> <td>General Aggregate</td> <td>\$2,000,000</td> </tr> <tr> <td>Products/Completed Operations Aggregate</td> <td>\$2,000,000</td> </tr> <tr> <td>Personal and Advertising Injury</td> <td>\$1,000,000</td> </tr> <tr> <td>Each Occurrence</td> <td>\$1,000,000</td> </tr> <tr> <td>Fire Damage</td> <td>\$25,000</td> </tr> <tr> <td>Medical Expense</td> <td>\$5,000</td> </tr> </table>	General Aggregate	\$2,000,000	Products/Completed Operations Aggregate	\$2,000,000	Personal and Advertising Injury	\$1,000,000	Each Occurrence	\$1,000,000	Fire Damage	\$25,000	Medical Expense	\$5,000
General Aggregate	\$2,000,000												
Products/Completed Operations Aggregate	\$2,000,000												
Personal and Advertising Injury	\$1,000,000												
Each Occurrence	\$1,000,000												
Fire Damage	\$25,000												
Medical Expense	\$5,000												
Automobile liability, including non-owned and hired car liability	\$1,000,000 per accident combined single limit for bodily injury and property damage												
Excess or Umbrella Liability (exclusive of defense costs if applicable) in excess of all liability insurance policies referenced above, including but not limited to Commercial General Liability, Products and Completed Operations and Automobile liability	\$5,000,000 per occurrence and aggregate												
Professional errors and omissions liability insurance	\$2,000,000 per occurrence and aggregate												

All policies of liability insurance required under this Agreement (except for the professional errors/omissions liability insurance) shall be on an "occurrence" form and shall cover the full period during which all Services required under this Agreement are provided. Subject to commercial availability, professional errors/omissions liability insurance may be on a "claims made" form, but must cover the full period during which all Services required under this Agreement are to be performed and must continue in full force (either by renewal or the procurement of tail coverage) for a period of not less than five (5) years following the completion of Consultant's Services.