

**REQUEST FOR PROPOSALS (RFP)
FOR
BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BONDS

MIXED-USE HOUSING AND COMMERCIAL TRANSIT-ORIENTED
DEVELOPMENT OF THE OKEECHOBEE TRANSIT SITE**

PRE-PROPOSAL CONFERENCE TO BE HELD ON
FRIDAY, SEPTEMBER 16, 2016 at 2:00 p.m. (LOCAL TIME)

at
111 NW 1st STREET, 18th FLOOR, ROOM 18-3
MIAMI, FLORIDA 33128

DEPARTMENT:
PUBLIC HOUSING AND COMMUNITY DEVELOPMENT

APPLICATIONS FOR PROPOSED PROJECTS ARE DUE
AT THE ADDRESS SHOWN BELOW NO LATER THAN
FRIDAY, OCTOBER 14, 2016 by 4:30 p.m. (LOCAL TIME)

at
DEPARTMENT OF PUBLIC HOUSING AND COMMUNITY DEVELOPMENT
OVERTOWN TRANSIT VILLAGE
701 NW 1st COURT, 16TH FLOOR
MIAMI, FLORIDA 33136

**SECTION 3 COVERED ACTIVITIES. SECTION 3 REQUIRES THAT JOB TRAINING, EMPLOYMENT, AND
CONTRACTING OPPORTUNITIES BE DIRECTED TOWARD LOW-AND VERY LOW-INCOME PERSONS**

MIAMI-DADE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER AND DOES NOT
DISCRIMINATE BASED ON AGE, GENDER, RACE OR DISABILITY.

VISIT THE COUNTY DEPARTMENT OF PUBLIC HOUSING AND COMMUNITY DEVELOPMENT
WEBSITE: <http://www.miamidade.gov/Housing/>

1.0 Overview and Proposal Procedures**2.0 Scope of Services****3.0 Proposal Format****4.0 Evaluation/Selection Process****5.0 Form of Agreement****6.0 Attachments**

Form A-1	Cover Page for Proposal
Form A-2	Affidavit of Miami-Dade County Lobbyist Registration for Oral Presentation
Form A-3	Acknowledgment of Addenda
Form A-4	Disability Non-Discrimination Affidavit
Form A-7.1	Proposer's Disclosure of Subcontractors and Suppliers
Form A-7.2	Proposer's Disclosure of Fair Subcontracting Policies
Form A-8	Affirmative Action Plan/Procurement Policy Affidavit
Form A-10	Miami-Dade County Collection of Taxes, Fees and Parking Tickets Proposers not in Arrears Affidavit
Form A-12	Code of Business Ethics
Form A-13	Domestic Violence Leave Affidavit
Exhibit A	HUD Forms 50030; 51915; 5369; 5369-A; and 5370
Exhibit B	Section 3 Provisions
Exhibit C	Davis-Bacon Act
Exhibit D	Funding Agreement Checklist
Exhibit E	Survey Sketch and Legal Description – Okeechobee Metrorail Station
Exhibit F	Transit Development Standards
Exhibit G	Administrative Rules

DEFINITIONS

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

1. The word “**Act**” to mean the United States Housing Act of 1937 (42 U.S.C. § 1437, et seq.), as amended from time to time, any successor legislation, and all implementing regulations issued there under or in furtherance thereof.
2. The words “**Area Median Income**” (AMI) to mean the United States Department of Housing and Urban Development’s (US HUD) calculated income by household size for the Miami-Dade area that is used in eligibility determinations; middle or midpoint income for a particular area. The term is used to estimate the “*average*” income for a particular area.
3. The words “**Audited Financial Statements**” to mean financial statements that have been prepared in accordance with Generally Accepted Accounting Principles (GAAP) and that have been audited by an independent third party certified public accountant in accordance with generally accepted auditing standards.
4. The words “**Certified Financial Statements**” to mean financial statements to include, but not limited to, balance sheet, income statement, and statement of cash flows that have been prepared and certified by an independent third party certified public accountant in accordance with GAAP.
5. The words “**Contractor**” or “**Consultant**” to mean the Proposer that receives any award of a Contract from the County as a result of this Solicitation, which is also to be known as “the Prime Contractor” or “the Prime Consultant.”

6. The word “**County**” to mean Miami-Dade County (MDC), a political subdivision of the State of Florida.
7. The words “**County Property**” to mean Property that is owned by Miami-Dade County.
8. The words “**Crime Prevention Through Environmental Design or CPTED**” to mean the strategies implemented to directly modify the environment to take advantage of pre-existing environmental assets or change the design features and conditions of particular targets (e.g., store fronts, parking garages, or abandoned buildings) or areas in an effort to reduce crime. In some instances, CPTED strategies are implemented during the beginning phases of a project (e.g., during planning of a new housing development.) However, in many instances, the strategies are applied when the need for intervention occurs (e.g., adding security cameras to a store after a robbery.) CPTED strategies are often linked with other community-based crime prevention strategies, such as problem-oriented policing, which emphasizes tailoring crime prevention strategies to solve specific problems. As with other types of community-based crime prevention programs, CPTED is made up of multiple elements or approaches and can be used by various stakeholders within and outside of the criminal justice system. CPTED strategies address quality of life issues by attempting to deter criminal activity, increase overall safety for citizens, and reduce citizen fear of crime. CPTED strategies are thus evaluated to determine not only whether crime was reduced but also whether citizen perceptions of crime were affected by implementation of the strategy. Several key components of CPTED are combined to maximize crime prevention and create positive public perception of measures to promote community safety, including:
 - a. Territoriality (promotes a sense of ownership and may include the use of signs, fences, or artwork that helps define ownership of a given location);
 - b. Activity Support (encourages legitimate activities in public places to foster opportunities for natural surveillance and may include block parties, neighborhood clean-up days, or the design of mini malls to encourage more social interaction);
 - c. Access Control (restricts access to specific areas and can include the use of street barricades, landscaping, locked doors, changes in pedestrian or vehicular traffic patterns, or the use of security personnel to keep people away from restricted areas);
 - d. Surveillance (increase visibility by natural, formal, and mechanical methods such as through promoting routine surveillance by community residents or through the practice of employing more than one employee at retail stores, police patrols, or Closed Circuit Television also referred to as CCTV);
 - e. Maintenance (insures the routine maintenance or upkeep of the environment such as clean-up programs or repairs and modifications to meet new threats); and
 - f. Target Hardening (adds physical features that will make it more difficult to commit a crime such as through the use of improved lighting or electronic alarms).
9. The word “**Day**” to mean a calendar day.
10. The word “**Department**” to mean Miami-Dade Public Housing and Community Development (PHCD), a department of Miami-Dade County.
11. The words “**Developer**” and “Mixed-finance Developer Entity” to mean any person, firm, corporation, partnership, limited liability company, association, joint venture, community-based organization, or any entity or combination of entities, excluding any governmental entity, responsible for completing the scope of work, as specified in this Request For Proposals (RFP), meeting all regulatory requirements and obtaining approval from the authorities having jurisdiction. The Developer shall utilize leveraging of public funds with private resources to develop communities into vibrant and sustainable "mixed-income" neighborhoods with a wide range of family incomes.
12. The words “**Developer Team**” to mean the developer and its Subcontractor or Subconsultant which will be responsible for completing the scope of work outlined in the proposal.

13. The words “**Development Agreement**” to mean any development agreement or agreements, or other document showing the proposed development schedule; the respective responsibilities of each party for each development phase; the expected costs and financing for those costs; the allocation of risk of loss as between or among the parties; and guarantees of completion, insurance, and bonding requirements.
14. The words “**Extremely Low Income**” to mean any household/individual whose income is less than 30% of AMI.
15. The words “**Floor Area Ratio (F.A.R.)**” to mean the floor area of the buildings, excluding parking structures divided by the lot area of the development site.
16. The Words “**FTA**” to mean Federal Transit Administration.
17. The words “**HUD**” or “**USHUD**” to mean the U.S. Department of Housing and Urban Development.
18. The words “**HUD Funds**” to mean Funds provided to the County by HUD, including Community Development Block Grant (CDBG funds), Home Investment Partnership Program (HOME funds), Housing Development Action Grant (HODAG Funds) and Rental Rehabilitation.
19. The words “**Labor surplus area business**” to mean a business which, together with its immediate subcontractors, will incur more than 50% of the cost of performing the contract in an area of concentrated unemployment or underemployment, as defined by the U.S. Department of Labor in 20 CFR 654, Subpart A, and in lists of labor surplus areas published by the Employment and Training Administration.
20. The words “**Minority-owned business**” to mean a business which is at least 51% owned by one or more minority group members; or, in the case of a publicly-owned business, one in which at least 51% of its voting stock is owned by one or more minority group members, and whose management and daily business operations are controlled by one or more such individuals. Minority group members include, but are not limited to Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans and Asian Indian Americans, and Hasidic Jewish Americans.
21. The words “**Mixed finance**” to mean the option to mix public, private and non-profit funds to develop and operate housing developments.
22. The word “**Multi-family**” to mean twenty (20) or more contiguous units under the control of one owner entity.
23. The words “**Notice to Proceed**” (NTP) to mean initiation of the start of the contracted services.
24. The words “**Pre-Qualification Certification**” to mean an annual certification process required of all firms providing architectural, engineering, landscape architectural, land surveying and mapping professional services pursuant to Miami-Dade County professional services agreements. Pre-qualification certification is the consolidation of the various certification processes into one streamlined process and includes, but may not be limited to, technical certification, affirmative action plan verification, vendor registration and execution of the basic Miami-Dade County affidavits, as applicable. The pre-qualification certification program is administered by the County’s Internal Services Department (ISD). Pre-Qualification approval is granted to firms who have received approval from ISD on all the required certification processes outlined above.
25. The words “**Procurement Contracting Manager**” to mean the person holding the title of Procurement

Contracting Manager or his/her designee.

26. The words “**Project Completion**” to mean the construction of each unit will not be considered complete until all the PHCD final punch-list items are completed, approval of the final building inspection and a Certificate of Occupancy from the County Building Department is obtained, all open permits are closed out and all warranty documents and related systems manuals and warranties are submitted by the Developer to the Owner.
27. The words “**Project Manager**” to mean the County Mayor or the duly authorized representative designated to manage the contract.
28. The words “**Property**” to mean the Sectors identified in Section 2.1 of this document which is owned by the County.
29. The word “**Proposer,**” “**Submitter,**” or “**Respondent**” to mean the person, firm, entity or organization submitting a response to this RFP.
30. The words “**Section 3**” to mean that the work to be performed under any contract that results from this RFP is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to 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.
31. The words “**Section 3 business concern**” to mean an individual or firm located within the Miami-Dade jurisdiction, and the relevant Section 3 covered project area (as determined pursuant to 24 CFR 135.15, listed on HUD's registry of eligible business concerns, and meeting the definition of small business above), and listed as a certified business on the PHCD S3 business listing (see Appendix B-5 for S3 business definitions). Section 3 business concerns are businesses that can provide evidence that they meet one of the following criteria:
 - a) 51 percent or more owned by Section 3 residents; or
 - b) At least 30 percent of its full time employees include persons that are currently Section 3 residents, or were Section 3 residents within three years of the date of first hire*; or c) Provides evidence, as required, of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to business concerns that meet one of the first two qualifications above.
32. The words “**Scope of Services**” or “**Scope of Work**” to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor or Consultant.
33. The words “**Small business**” to mean a business which is: independently owned; not dominant in its field of operation; and not an affiliate or subsidiary of a business dominant in its field of operation. The size standards in 13 CFR 121 shall be used, unless the County determines that their use is inappropriate.
34. The word “**Solicitation**” to mean this Solicitation for Project Application Proposals document, and all associated addenda and attachments.
35. The word “**Subcontract**” to mean an agreement between a Proposer and a subcontractor to perform a portion of a contract between the Proposer and the County.
36. The words “**Subcontractor**” or “**Subconsultant**” to mean any person, firm, entity or organization,

other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Work or Services to the County, whether directly or indirectly, on behalf of the Contractor. Both terms are interchangeable.

37. The words “**Uniform Federal Accessibility Standards**” (UFAS) effective July 11, 1988, to mean the design, construction or alteration of a building in conformance with §§ 3-8 of the Uniform Federal Accessibility Standards shall be deemed to comply with the requirements of 24 C.F.R. §§ 8.21, 8.22, 8.23 and 8.25.
38. The words “**Women's business enterprise**” to mean a business that is at least 51% owned by a woman or women who are U.S. citizens and who also control or operate the business.
39. The words “**Work,**” “**Services,**” “**Program,**” “**Project,**” or “**Engagement**” to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this RFP.
40. The words “**Work Order**” to mean a document that defines and describes the parameters of individual projects assigned or awarded by the County to the Contractor in accordance to the terms of the Contract.
41. The words “**Work Order Proposal**” to mean the documentation presented by Pool members in response to a Work Order Proposal Request.
42. The words “**Work Order Proposal Request**” (WOPR) to mean the solicitation document requesting proposals from Pool members.

SECTION 1.0 – SOLICITATION OVERVIEW AND PROPOSAL PROCEDURES

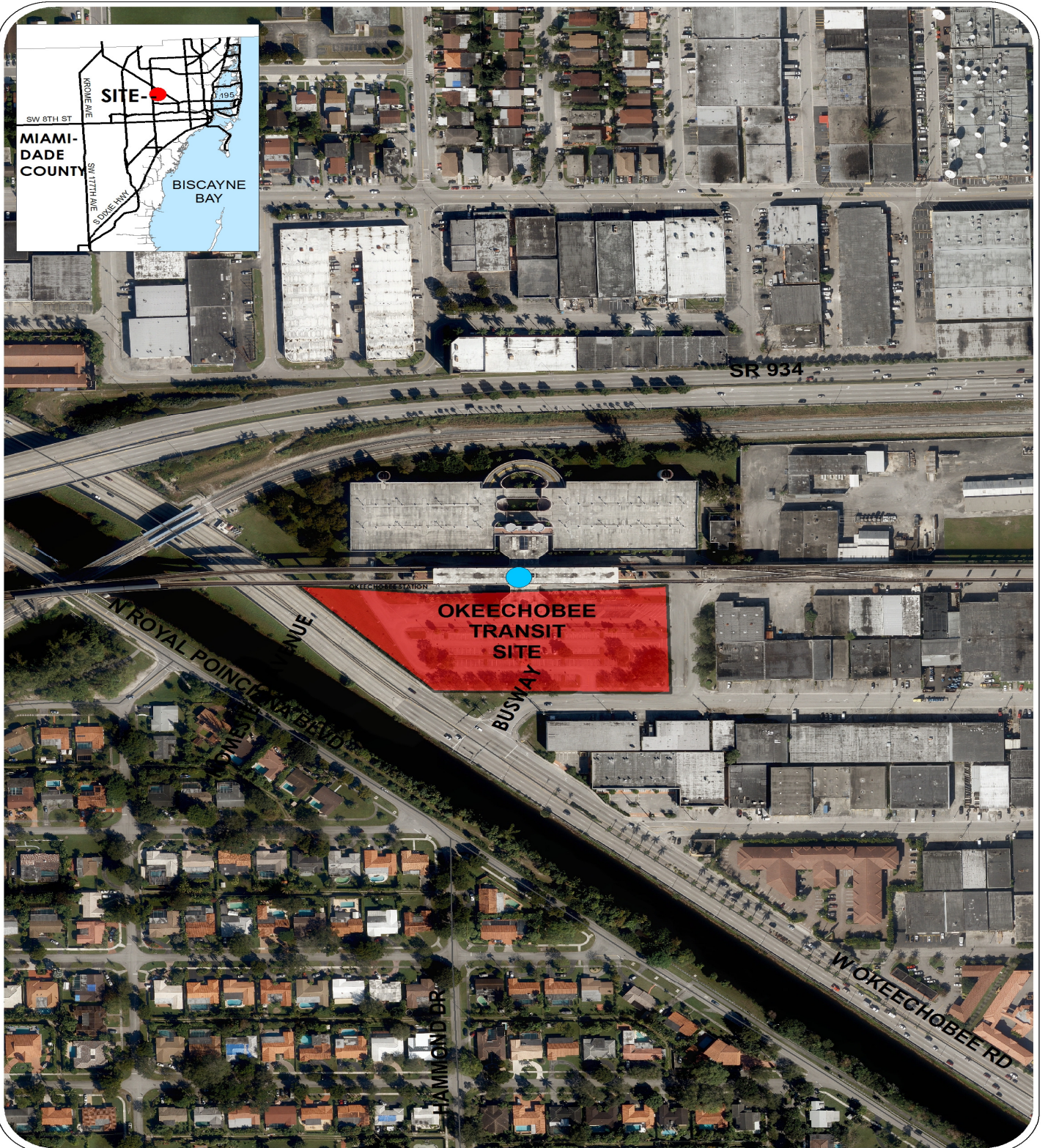
1.1 INTRODUCTION / BACKGROUND

Miami-Dade County, hereinafter referred to as the “County,” as represented by the Department of Public Housing and Community Development (PHCD) is seeking Development Proposals from interested and experienced mixed-finance developers to provide a Development Plan for the site, leverage capital, and create an attractive and affordable mixed-use and mixed-income housing development. Project proposal applications should take into consideration the needs and current markets conditions, and utilize the land to leverage other public (City, County or State) funds including obtaining [(Low Income Housing Tax Credits)] and private funds for site development in the best manner possible for the community. The Development Proposal may include a substantial commercial component to augment and compliment the housing development. The Development Proposal shall include adequate parking in the form of a parking garage (including existing garage) to support the proposed housing and commercial development that includes a kiss and ride for the adjacent Okeechobee Metrorail Station. Once the project is completed, the developer shall have control of the land and all improvements thereon through a long-term ground lease with rental payment to be negotiated. The selected Developer shall provide property management services for the resulting development.

The Okeechobee Transit site consists of 3.49 acres owned by Miami-Dade County (see map on page 8) located at 2005 West Okeechobee Road in Hialeah, Florida. The site is bounded by the Hialeah Expressway/State Road 934 on the north, industrial warehouses on the east and south, and Okeechobee Road/U.S. Highway 27 on the west. The Okeechobee Transit site is within Census Tract 7.04.

PHCD is seeking Development Proposals for mixed use, mixed income multi-family projects from interested,

qualified firms to provide affordable housing for residents with various incomes including those at and below 140% area median income (AMI). Refer also to Section 2.0 – Scope of Services for Additional Project Information. The resulting development should yield the maximum number of units feasible under current zoning and provide the most efficient use of the property.



LEGEND

- METRORAIL STATIONS
- MAJOR ROADS
- OKEECHOBEE TRANSIT SITE

MIAMI-DADE COUNTY
2014 AERIAL PHOTO

0 125 250 500 Feet



PUBLIC HOUSING AND COMMUNITY DEVELOPMENT
COMMUNITY PLANNING AND OUTREACH
FEBRUARY 25, 2016

1.2 SOLICITATION TIMETABLE

The anticipated schedule is as follows:

The anticipated schedule for this SOLICITATION and contract approval is as follows:

SOLICITATION/RFP available for distribution: Wednesday, September 7, 2016

Pre-Proposal Conference: Friday, September 16, 2016 at 2:00 p.m. (local time)
(See front page for location.)

Deadline for receipt of questions: Wednesday, September 21, 2016

Deadline for receipt of proposals: Friday, October 14, 2016 at 4:30 p.m. (local time)
(See Section 1.4 for location.)

Evaluation/Selection process: TBD

Oral presentations, if conducted: TBD

Projected award date: TBD

Projected contract start date: TBD

1.3 SOLICITATION AVAILABILITY

Copies of this solicitation package can be obtained through Department of Public Housing and Community Development, 701 NW 1st Court, 16th Floor, Miami, FL 33136. For your convenience, the Solicitation is available online at the PHCD website: www.miamidade.gov/housing/.

1.4 PROPOSAL SUBMISSION

All proposals must be submitted on 8 1/2" X 11" paper, neatly typed on one side only, with normal margins, and spacing. The original document package must not be bound and the document package copies should be individually bound. **An unbound, one-sided original and 10 bound copies (a total of 11) of the complete proposal must be received by the deadline for receipt of proposal specified in the Solicitation Timetable (see Section 1.2).** The original and all copies must be submitted in a sealed envelope or container stating on the outside the Proposer's name, address, telephone number, Solicitation number and title, and Proposal Due Date to:

**Public Housing and Community Development
Overtown Transit Village North**

**701 NW 1st Court, 16th Floor
Miami, FL 33136**

**Attention: Ms. Indira Rajkumar-Futch, Procurement Contracting Manager
E-mail: indi@miamidade.gov**

Hand-carried proposals may be delivered to the above address only between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday. However, note that proposals are due to PHCD on the date and at the time indicated in Section 1.2. Additionally, PHCD is closed on holidays observed by the County. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

The Proposal must be signed by an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a proposal by a Proposer will be considered by the County as constituting an offer by the Proposer to perform the required services. If the document is not signed by an authorized officer of the Proposer, the document will not be accepted by the department.

1.5 PRE-PROPOSAL CONFERENCE/EXAMINATION OF SITE

A pre-proposal conference has been scheduled for **the date, time and place specified in the SOLICITATION Timetable (see Section 1.2)**. Attendance is recommended but not mandatory. Proposers are requested to inform the Procurement Contracting Manager of the number of persons expected to attend no later than 24 hours before the scheduled date. Proposers are encouraged to submit any questions in writing to the Procurement Administrator (**see Section 1.6**) in advance of the pre-proposal conference.

If you need a sign language interpreter or materials in accessible format for this event, please call the ADA Coordinator at (305) 375-1564 at least five days in advance.

1.6 CONE OF SILENCE

Please direct any questions related to the Cone of Silence, Section 2-11.1(t) of the Miami-Dade County Code, to the Procurement Administrator.

1.7 CONTRACT MEASURES

Not Applicable

1.8 ADDITIONAL INFORMATION/ADDENDA

Requests for additional information or clarifications must be made in writing and received by the Procurement Administrator for this Solicitation, in accordance with **Section 1.6** above, no later than the deadline for receipt of questions specified in the Solicitation Timetable (**see Section 1.2**). The request must contain the RFP Solicitation number and title, Proposer's name, name of Proposer's contact person, address, phone number, facsimile number, and email address.

The County will issue responses to inquiries and any other corrections or amendments it deems necessary in the form of a written addenda issued prior to the Proposal Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this Solicitation or in any written addendum to this Solicitation. Where there appears to be conflict between the Solicitation and any addenda issued, the last addendum issued shall prevail.

It is the Proposer's responsibility to assure receipt of all addenda. The Proposer should verify in writing with the Procurement Administrator prior to submitting a proposal that all addenda have been received. Proposers are required to acknowledge the number of addenda received as part of their proposals (**see attached Form A-3**).

Proposers who obtain copies of this Solicitation from sources other than PHCD risk the potential of not receiving addenda, since their names will not be included on the Vendor List for this particular Solicitation. Such Proposers are solely responsible for those risks.

Emails requesting additional information will be received by the Program Administrator at the email specified above. Emails must include the Proposer's name, name of Proposer's contact person, address, phone number, and the project title.

1.9 PROPOSAL GUARANTEE DEPOSIT

Proposal Guarantee (applicable to construction and equipment contracts exceeding \$25,000). All proposals must be accompanied by a negotiable bid guarantee which shall not be less than one percent (1%) of the

amount of the award. The proposal guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Certified checks and bank drafts must be made payable to the order of Miami-Dade County. The proposal guarantee shall insure the execution of the agreement and the furnishing of a method of assurance of completion by the successful proposer as required by the solicitation. Failure to submit a proposal guarantee with the bid shall result in the rejection of the proposal. Proposal guarantees submitted by unsuccessful proposers will be returned as soon as practicable after award and execution of agreement(s).

1.10 MODIFIED PROPOSALS

Not Applicable

1.11 WITHDRAWAL OF PROPOSALS

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation (in accordance with **Section 1.6**), prior to the Proposal Due Date or upon the expiration of ONE HUNDRED EIGHTY (180) calendar days after the opening of proposals.

1.12 LATE PROPOSALS AND LATE MODIFICATIONS

Please be advised that the County, in exercise of its discretion, may not accept proposals received after the scheduled time and due date noted in this Solicitation. Sealed proposals will be opened promptly at the time and place specified. The responsibility for submitting a sealed proposal on or before the stated time and due date is solely and strictly the responsibility of the Proposer. Miami-Dade County is not responsible for delays caused by any mail, package or courier service, including the U.S. Mail, or caused by any other occurrence. Modifications received after the Proposal Due Time and Date are also late and will not be considered.

1.13 SOLICITATION POSTPONEMENT/CANCELLATION

The County may, at its sole and absolute discretion, accept any and all, or parts of any and all proposals; reject any and all, or parts of any and all proposals; re-advertise this Solicitation; postpone or cancel, at any time, this Solicitation process; or waive any irregularities in this Solicitation or in the proposals received as a result of this Solicitation.

1.14 COSTS INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s). No payment will be made for any responses received, or for any other effort required of or made by the Proposer prior to commencement of work as defined by a contract executed by County, the County Mayor or the County Mayor's designee.

1.15 BUSINESS ENTITY REGISTRATION

To be recommended for award, the County requires that vendors complete a Miami-Dade County Business Entity Registration Application with all required disclosure affidavits. The Miami-Dade County Business Entity Registration Application must be returned to the Internal Services Department (ISD), Vendor Services Section within Fourteen (14) days of notification of the intent to recommend for award. In the event the Miami-Dade County Business Entity Registration Application is not properly completed and returned within the specified time, the County may award to the next ranked proposer. The recommended Proposer is responsible for obtaining the Miami-Dade County Business Entity Registration Application and all affidavits by downloading them from ISD's website at <http://miamidade.gov/Procurement> and click on "Online Vendor Registration" or from the Vendor Services Section at 111 N.W. 1st Street, 13th Floor, Miami, FL. In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. Disclosure of Employment – pursuant to Section 2-8.1(d) of the County Code.

2. Disclosure of Ownership Affidavit – pursuant to Section 2-8.1(d) of the County Code.
3. Drug-Free Affidavit – pursuant to Section 2-8.1.2(b) of the County Code.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number (SSN) – The vendor must provide a copy of the primary owner's Social Security card if the SSN is being used in lieu of the Federal Identification Number (F.E.I.N.).
6. Americans with Disabilities Act (A.D.A.) Affidavit – It is the policy of the County to comply with all requirements of County Resolution No. R-182-00 and the A.D.A.
7. Collection of Fees, Taxes, and Parking Tickets Affidavit – pursuant to Section 2-8.1 (c) of the County Code.
8. Conflict of Interest and Code of Ethics – pursuant to Sections 2-8.1(i) and 2-11.1(b) (1) through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1(c) of the County Code.
9. Code of Business Ethics – pursuant to Section 2-8.1(i) of the County Code.
10. Debarment Disclosure Affidavit – pursuant to County Code 10-38.
11. Office of the Inspector General Pursuant to Section 2-1076 of the County Code.
12. Minority and Disadvantaged Business Enterprises. The County endeavors to obtain the participation of all minority and disadvantaged business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
13. Individuals and Entities Doing Business with the County not current in their obligations to the County – pursuant to Sections 2-8.1 (h) and 2-11.1(b)(8) of the County Code.
14. Non-discrimination pursuant to Section 2-8.1.5 of the County Code.
15. Family Leave - Pursuant to Section 11A-30 of the County Code.
16. Living Wage – Pursuant to Section 2-8.9 of the County Code.
17. Domestic Leave – Pursuant to Section 11A-60 of the County Code.
18. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

Section 2-11.1(d) of the Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this Solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hot line at (305) 579-2593.

1.16 ORAL PRESENTATIONS

The County may require Proposers to give oral presentations in support of their proposals or to exhibit or otherwise demonstrate the information contained therein. If required, the presentations are anticipated to be conducted on the date indicated in the **Timetable (see Section 1.2)**.

1.17 PROPOSER LOBBYIST REGISTRATION AFFIDAVIT

Proposers are advised that in accordance with Section 2-11.1(s) of the Code of Miami-Dade County, the attached Affidavit of Miami-Dade County Lobbyist Registration for Oral Presentation (**see attached Form A-2**) must be completed, notarized, and included with the proposal submission. If the Proposer does not complete the Registration, the department will not allow the proposer to conduct Oral Presentations.

Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee must be listed on this Affidavit provided by the County. The Affidavit shall be filed with the Clerk of the Board at the time the response is

submitted. The individual or firm must submit a revised Affidavit for additional team members added after submittal of the proposal with the Clerk of the Board at least two days prior to the oral presentation. Any person not listed on the revised affidavit may not participate in the oral presentation.

NOTE: Other than for the Oral Presentations, Proposers who wish to address the County Commission, a County Board or Committee concerning any actions, decisions or recommendations of County personnel regarding this Solicitation in accordance with Section 2-11.1(s) of the Code of Miami-Dade County must register with the Clerk of the Board and pay all applicable fees.

1.18 EXCEPTION TO THE SOLICITATION

Proposers may take exceptions to any of the terms of this Solicitation unless the Solicitation specifically states where exceptions may not be taken. All exceptions taken must be specific, and the Proposer must indicate clearly what alternative is being offered to allow the County a meaningful opportunity to evaluate and rank proposals, and the cost implications of the exception (if any).

Where exceptions are taken, the County shall determine the acceptability of the proposed exceptions. The County, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the County may insist that the Proposer furnish the services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding Section, paragraph, and page number in this Solicitation. However, the County is under no obligation to accept any exceptions. If no exception is stated, the County will assume that the Proposer will accept all terms and conditions.

1.19 PROPRIETARY/ CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after opening of the proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law."

The Proposer shall not submit any information in response to this Solicitation, which the Proposer considers to be a trade secret, proprietary, or confidential. The submission of any information to the County in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the proposal as protected or confidential, the County shall endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

1.20 NEGOTIATIONS

The County may award a contract on the basis of initial proposals received, without discussions. Therefore, each initial proposal should contain the Proposer's best terms from a monetary and technical standpoint.

The County reserves the right to enter into contract negotiations with the recommended Proposer. If the County and the recommended Proposer cannot negotiate a successful contract, the County may terminate said negotiations and begin negotiations with another recommended Proposer. This process will continue until a contract acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

1.21 LOCAL PREFERENCE

Not Applicable.

1.22 RULES, REGULATIONS, AND LICENSING REQUIREMENTS

The Proposer shall comply with all laws, ordinances, and regulations applicable to the services completed herein, especially those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all Federal, State and local laws, ordinances, codes, rules and regulations that may in any way affect the goods for services offered, including, but not limited to: Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations in 24 Code of Federal Regulations (CFR) Part 135, as amended by interim rule published on June 30, 1994 (59 FR 33866).

- a) Executive Order 11246 "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR Chapter 60), as well as the Americans with Disabilities Act of 1990 and implementing regulations, the Rehabilitation Act of 1973, as amended, Chapter 553 of Florida Statutes and any and all other local, State and Federal directives, ordinances, rules, orders, and laws relating to people with disabilities.
- b) Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 6).
- c) US HUD's reporting requirements and regulations, as specified in the Grant Agreement and required of the Owner.
- d) All applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- e) Compliance with Executive Order 12549 "Debarment and Suspension," which stipulates that no contract(s) are "to be awarded at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs."
- f) Mandatory standards and policies related to energy efficiency which are contained in the State of Florida energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- g) US HUD procurement regulations as set forth in 24 C.F.R. Part 85 and 24 CFR Part 963 as further explained in HUD's Handbook 7460.8 Rev. 1.
- h) Executive Order 13279 and all applicable HUD regulations related to the requirement for equal participation of Faith-based and Community-based Organizations in HUD programs and activities. It is the policy of the County that it shall not discriminate against an organization on the basis of the organization's religious character or affiliation.
- i) The prohibitions against discrimination on the basis of disability (including requirements that reasonable modifications and accommodations be made to make units accessible) under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and regulations issued pursuant thereto (24 CFR Part 8);
- j) The Americans with Disabilities Act (42 U.S.C. 12101 et seq. and its implementing regulation at 28 CFR Part 36; and the Architectural Barriers Act of 1968, as amended (42 U.S.C. 4151) and regulations pursuant thereto (24 CFR Part 40).
- k) The Copeland "Anti-Kickback" Act as supplemented in Department of Labor regulations (29 CFR Part 3).
- l) Davis-Bacon Act, 40 U.S.C. 276a to 276a-7, as supplemented by Department of Labor regulations (29 CFR Part 6)
- m) Prevailing Wages for consultants hired by the developer. In accordance with Section 12 of the U.S.

Housing Act of 1937 (42 U.S.C. § 1437j) the Consultant shall pay not less than the wages prevailing in the locality, as determined by or adopted (subsequent to a determination under applicable State or local law) by the Secretary of HUD, to all architects, technical engineers, draftsmen, and technicians.

- n) Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 6).
- o) The prohibitions against discrimination on the basis of disability (including requirements that reasonable modifications and accommodations be made to make units accessible) under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and regulations issued pursuant thereto (24 CFR Part 8); the Americans with Disabilities Act (42 U.S.C. 12101 et seq. and its implementing regulation at 28 CFR Part 36; and the Architectural Barriers Act of 1968, as amended (42 U.S.C. 4151) and regulations pursuant thereto (24 CFR Part 40).
- p) The Fair Housing Act of 1968 (42 U.S.C. 3601-19 and regulations pursuant thereto (24 CFR Part 100) as amended; Executive Order 11063 (Equal Opportunity in Housing) and regulations pursuant thereto (24 CFR Part 107); and the fair housing poster regulations (24 CFR Part 110); Title II of the Americans with Disabilities Act 1990 (ADA), and Section 504 of the Rehabilitation Act of 1973; the Architectural Barriers Act of 1968; Section 109 of the Housing and Community Development Act of 1974 (Section 109); and the respective implementing regulations for each Act.
- q) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and regulations pursuant thereto (24 CFR) relating to non-discrimination in housing.
- r) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and regulations issued pursuant thereto (24 CFR Part 146).
- s) Executive Orders 11246, 11625, 12432, and 12138. Consistent with HUD's responsibilities under these orders, the Developer must make efforts to encourage the use of minority and women's business enterprises in connection with funded activities.
- t) Section 102 of the Department of Housing and Urban Development Reform Act of 1989 and regulations issued pursuant thereto (24 CFR Part 4, Sub-Part A) which contain provisions designed to ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD.
- u) Energy Efficiency. Pursuant to Federal regulations (24 CFR § 85.36(i)(13)) and Federal law, except when working on an Indian Housing Authority Project on an Indian reservation, the Consultant shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163 codified at 42 U.S.C.A. § 6321 et. seq.)
- v) Chapter 553 of Florida Statutes.
- w) Copyrights and Rights in Data. US HUD has no regulations pertaining to copyrights or rights in data as provided in 24 C.F.R. § 85.36. However, HUD requirements, Article 45 of the General Conditions to the Contract for Construction (form HUD-5370) requires that contractors pay all royalties and license fees. All drawings and specifications prepared by the Consultant pursuant to this contract will identify any applicable patents to enable the general contractor to fulfill the requirements of the construction contract.
- x) Retention and Inspection of Records. Pursuant to 24 C.F.R. § 85.26, access shall be given by the developer and its Consultant to the Owner, US HUD, the Comptroller General of the United States, the Office of the Inspector General and Miami-Dade County, or any of their duly authorized representatives, to any books, documents, papers, and records of the developer or its Consultant, which are directly pertinent

to this Agreement for purposes of conducting an audit, examination, excerpts, and transcriptions. All records shall be retained for three (3) years after the Owner and developer and other subgrantees make final payments and all other pending matters are closed.

- y) Restrictive Drawings and Specifications. In accordance with 24 C.F.R., the developer or its consultant shall not require the use of materials, products, or services that unduly restrict competition. C.F.R. § 85.36(c)(3)(i) and contract agreements between the Owner and US HUD.
- z) Limitation of Payment to Influence Certain Federal Transactions. The Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions Act, Section 1352 of Title 31 U.S.C., provides in part that no appropriated funds may be expended by a recipient of a federal contract, grant, loan, or cooperative agreement to pay any person, including the Consultant, for influencing or attempting to influence an officer or employee of Congress in connection with any of the following covered Federal actions: the awarding of any federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- aa) Members of Congress. Because of the contract agreement between the Owner and US HUD, no member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted any share or part of this Agreement or to any benefit that may arise from it.
- bb) Conflicts of Interest. Based in part on federal regulations (23 CFR § 85.36(b)) and Contract agreement between the Owner and HUD, no employee, officer, or agent of the Owner (HUD grantee) shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Such a conflict would arise when:

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

Neither the Owner nor any of its contractors or their subcontractors shall enter into any Contract, subcontract, or agreement, in connection with any Project or any project included or planned to be included in any Project, in which any member, officer, or employee of the Owner, or any member of the governing body of the locality in which the Project is situated, or any member of the governing body of the locality in which the Owner was activated, or in any other public official of such locality or localities who exercises any responsibilities or functions with respect to the Project during his/her tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee of the Owner, or any such governing body member or such other public official of such locality or localities involuntarily acquires or had acquired prior to the beginning of his/her tenure any such interest, and if such interest is immediately disclosed to the Owner and such disclosure is entered upon the minutes of the Owner, then the Owner, with the prior approval of the Government, may waive the prohibition contained in this subsection. Provided that any such present member, officer, or employee of the Owner shall not participate in any action by the Owner relating to such contract, subcontract, or arrangement.

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

- cc) 24 CFR Part 24 which applies to the employment, engagement of services, awarding of contracts, sub-grants, or funding of any recipients, or Developers or sub-Developers during any period of debarment, suspension, or placement in ineligibility status.
- dd) Lead-Based Paint Poisoning Act (42 USC 4821, et. Seq.).
- ee) Cost Controls and Safe Harbor Standards for Homeownership Development (Effective April 1, 2004).
- ff) Section 3 of the Housing and Urban Development (HUD) Act of 1968 and the implementing regulations in 24 Code of Federal Regulations (CFR) Part 135, as amended by interim rule published on June 30, 1994 (59 FR 33866). Consultants (developer) and Sub-consultants (contractors and sub-contractors), awarded PHCD project work funded by HUD, shall comply with Section 3 HUD regulations, by providing training and employment opportunities to low and very-low income persons, preferably to residents of public housing developments, and business opportunities to firms that employ 30% or more low-income residents as full-time workers.
- gg) Prohibition Against Liens. The developer is prohibited from placing a lien on the Owner's property. This prohibition shall be placed in all sub-contractor contracts.
- hh) Compliance with Chapter 33C of the Miami Dade County Code.
- ii) 49 CFR 26.7 binding the Selected Proposer or transferee not to discriminate based on race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, or status as victim of domestic violence, dating violence or stalking.
- jj) 49 CFR 27.7, 27.9(b) and 37 binding the Selected Proposer or transferee not to discriminate based on disability and binding the same to compliance with the Americans with Disabilities Act with regard to any improvements constructed.
- kk) The Federal Transit Administration (FTA) Master Agreement, updated annually, relating to conflicts of interest, debarment, and suspension.

1.23 REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the Solicitation. A responsive proposal is one which follows the requirements of the Solicitation, includes all required documentation, is submitted in the format outlined in the Solicitation, is submitted by the established deadline, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in a proposal being deemed non-responsive. In addition, there will be reference to the issue of responsiveness in another section.

1.24 COMMISSION AUDITOR ACCESS TO RECORDS

Pursuant to Ordinance No. 03-2, all vendors receiving an award of the contract resulting from this Solicitation will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds.

1.25 QUARTERLY REPORTING WHEN SUB-CONTRACTORS ARE UTILIZED

Proposers are advised that when subcontractors or subconsultants are utilized to fulfill the terms and conditions of this contract, Miami-Dade County Resolution No. R-1634-93 will apply to this contract. This resolution requires the selected Proposer to file quarterly reports as to the amount of contract monies received from the County and the amounts thereof that have been paid by the contractor directly to Small Business Enterprises performing part of the contract work.

Additionally, the listed businesses are required to sign the reports, verifying their participation in the contract work and their receipt of such monies. For purposes of applicability, the requirements of this resolution shall be in addition to any other reporting requirements required by law, ordinance or administrative order.

1.26 INSPECTOR GENERAL REVIEWS

A. INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL REVIEW

Pursuant to Miami-Dade County Administrative Order 3-20 and in connection with any award issued as a result of this Solicitation, the County has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the selected Proposer shall make available, to the IPSIG retained by the County, all requested records and documentation pertaining to this Solicitation or any subsequent award, for inspection and copying. The County will be responsible for the payment of these IPSIG services. The terms of this provision herein, apply to the Proposer, its officers, agents, employees and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct, audit or investigate the operations, activities and performance of the selected Proposer in connection with this Solicitation or any contract issued as a result of this Solicitation. The terms of this provision are neither intended nor shall they be construed to impose any liability on the County by the selected Proposer or third party.

B. MIAMI-DADE COUNTY INSPECTOR GENERAL REVIEW

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit of any Contract issued as a result of this Solicitation shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total proposed amount. The audit cost will be deducted by the County from progress payments to the selected Proposer. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state, and local government-funded grants; and (n) inter-local agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above.

1.27 PUBLIC ENTITY CRIMES

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a

public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO (\$10,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.28 REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS ON COUNTY CONTRACTS

Ordinance 97-104, amended by Ordinance 00-30, requires a bid or proposal for a County or Public Health Trust construction contract involving the expenditure of \$100,000 or more include a listing of subcontractors and suppliers who will be used on the contract. The required listing must be filed prior to the contract award. The required listing must be submitted even though the Proposer will not utilize subcontractors or suppliers on the contract. In the latter case, the listing must expressly state no subcontractors, or suppliers, as the case may be, will be used on the contract. To list all first tier subcontractors who will perform any part of the contract and all suppliers who will supply materials for the contract work directly to the proposer. For purposes of this Solicitation, the required listing shall be included in the Technical Proposal as provided in Section 3 of this Solicitation. The Proposer shall not change or substitute subcontractors or suppliers from those listed except upon written approval of the County.

FORM A-7.1, OR A COMPARABLE LISTING MEETING THE REQUIREMENTS OF ORDINANCE NO. 97-104 AS AMENDED BY ORDINANCE NO. 00-30, MUST BE COMPLETED AND SUBMITTED EVEN THOUGH THE PROPOSER MAY NOT UTILIZE SUBCONTRACTORS OR SUPPLIERS FOR THIS PROPOSAL. THE PROPOSER SHOULD ENTER THE WORD "NONE" UNDER THE APPROPRIATE HEADING(S) ON FORM A-7.1 IN THOSE INSTANCES WHERE NO SUBCONTRACTORS AND/OR SUPPLIERS WILL BE USED ON THIS PROPOSAL.

1.29 FEDERAL FAIR SUBCONTRACTING POLICIES (24 C.F.R. 85.36(e))

Consistent with Presidential Executive Orders 11625, 12138, and 12432, and Section 3 of the US HUD Act of 1968, the Proposer is required to make efforts to ensure that Section 3, small businesses, minority-owned businesses, women-owned businesses, labor surplus area businesses, and individuals or firms located in or owned in substantial part by persons residing in the Okeechobee Transit area are used when possible. Such efforts shall include, but shall not be limited to:

- a) Business outreach strategies and award of subcontracts to Section 3 businesses, in the priority order described in Section 3 Appendix B-5, Section E and in the Section 3 Economic Opportunity and Affirmative Marketing Plan (Document 00400) form, attached to Appendix B-5.
- a) Including such firms, when qualified, on solicitation mailing lists;
- b) Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;
- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
- d) Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
- e) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

Providing opportunities for training and employment for lower income residents of in and around the

project area and to award subcontracts for work in connection with the project to business concerns which are located in, or owned in substantial part by persons residing in the area of the project, as described in 24 CFR 135.

All Proposers seeking to contract with the County shall, as a condition of award, provide a statement of their subcontracting policies and procedures (**see attached Form A-7.2**). Proposers who fail to provide a statement of their policies and procedures may not be recommended by the County Mayor for award by the Board of County Commissioners.

SECTION 3 of the HUD ACT of 1968 REQUIRES THAT JOB TRAINING, EMPLOYMENT, AND CONTRACTING OPPORTUNITIES CONNECTED WITH THIS PROJECT BE DIRECTED TOWARD LOW- AND VERY LOW-INCOME PERSONS.

THIS PROPOSAL CONTAINS PREFERENCES FOR SECTION 3 BUSINESSES

FAILURE TO PROVIDE SECTION 3 DOCUMENTS ON OR BEFORE PHCD REQUESTED DUE DATES MAY RENDER PROPOSAL NON-RESPONSIVE.

1.30 AFFIRMATIVE ACTION/NON DISCRIMINATION OF EMPLOYMENT, PROMOTION, AND PROCUREMENT PRACTICES (ORDINANCE NO. 98-30)

In accordance with the requirements of Ordinance No. 98-30, all firms with annual gross revenues in excess of \$5 million seeking to contract with Miami-Dade County shall, as a condition of award, have a written Affirmative Action Plan and Procurement Policy on file with the County's Internal Services Department. Said firms must also submit, as a part of their proposals/bids to be filed with the Clerk of the Board, an appropriately completed and signed Affirmative Action Plan/Procurement Policy Affidavit (**see attached Form A-8**). Firms whose Boards of Directors are representative of the population make-up of the nation are exempt from this requirement and must submit, in writing, a detailed listing of their Boards of Directors, showing the race or ethnicity of each board member to the County's Internal Services Department. Firms claiming exemption must submit, as part of their proposal to be filed with the Clerk of the Board, an appropriately completed and signed Exemption Affidavit (**see attached Form A-8**) in accordance with Ordinance 98-30. These submittals shall be subject to periodic reviews to assure that the entities do not discriminate in their employment and procurement practices against minorities and women-owned businesses.

It will be the responsibility of each firm to provide verification of their gross annual revenues to determine the requirement for compliance with the Ordinance. Those firms that do not exceed \$5 million annual gross revenues must clearly state so in their bid/proposal.

1.31 AFFIDAVIT- PAID FEES, TAXES, PARKING TICKETS, AND OBLIGATIONS ARE NOT IN ARREARS

In accordance with Section 2-8.1 (c) of the Miami-Dade County Code, and as amended by County Ordinance No. 00-30, and Section 2-8.1(h) as amended by Ordinance No. 00-67, the Proposer shall certify that all delinquent and currently due fees, taxes, parking tickets and that Proposer is not in arrears on obligations to the County. (See attached **Form A-10**.)

1.32 CODE OF BUSINESS ETHICS

In accordance with Section 2-8.(1) of the Code of Miami-Dade County each person or entity that seeks to do business with Miami-Dade County shall have or shall adopt a Code of Business Ethics ("Code") and shall, prior to execution of any contract between the contractor and the County, submit an affidavit stating that the contractor has adopted a Code that complies with the requirements of Section 2-8.1(i) of the Miami-Dade County Code (see attached **Form A-12**). Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

1.33 BANKRUPTCY

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in

a re-organization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be deemed non-responsive.

1.34 DOMESTIC VIOLENCE LEAVE AFFIDAVIT

Prior to entering into any contract with the County, a firm desiring to do business with the County shall, as a condition of award, certify that it is in compliance with the Domestic Leave Ordinance, 99-5 and Section 11A-60 of the Miami-Dade County Code. This Ordinance applies to employers that have, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or preceding calendar year. In accordance with Resolution No. R-185-00, the obligation to provide domestic violence leave to employees shall be a contractual obligation. The County shall not enter into a contract with any firm that has not certified its compliance with the Domestic Leave Ordinance (see attached **Form A-13**). Failure to comply with the requirements of Resolution No. R-185-00, as well as the Domestic Leave Ordinance may result in the contract being declared void, the contract being terminated and/or the firm being debarred.

1.35 COUNTY USER ACCESS PROGRAM (UAP)

Not Applicable

1.36 ORDINANCES, RESOLUTIONS AND/OR ADMINISTRATIVE ORDERS

To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the **Clerk of the Board at (305) 375-5126**.

1.37 CHARTER COUNTY TRANSIT SYSTEM SALE SURTAX

Not Applicable

1.38 CONTRACT EXTENSION

The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the selected Proposer(s) in writing of the extension. This contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period upon mutual agreement between the County and the selected Proposer(s), upon approval by the Board of County Commissioners.

1.39 LOBBYIST CONTINGENCY FEES

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

1.40 SPECIAL SECURITY REQUIREMENTS AT THE SEAPORT DEPARTMENT

Not Applicable

1.41 SPECIAL SECURITY REQUIREMENTS AT WATER AND SEWER DEPARTMENT

Not Applicable

1.42 WORKFORCE GOAL

Not Applicable

1.43 CRIMINAL CONVICTION

Pursuant to Miami-Dade County Ordinance No. 94-34, "Any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving funding from the County." Accordingly, Criminal Record Affidavit forms are available upon request at the Department of Procurement Management/VIC at (305) 375-5773 for those individuals or firms requesting to disclose this information only.

SECTION 2.0 - SCOPE OF SERVICES

2.1 INTRODUCTION/BACKGROUND

Public Housing and Community Development is seeking proposals from interested and experienced mixed-finance developers to perform services including evaluation of the Okeechobee Transit site described below, provide a Development Plan of the site that complies with Chapter 98 – Division 32 Okeechobee Rapid Transit Zone of the City of Hialeah’s Code of Ordinances, create an attractive and affordable supportive housing development taking into consideration the needs and current market conditions, and utilize the \$5 million in Building Better Communities General Obligation (“BBC GOB”) funds to leverage other public (City, County, and State funds including obtaining Low Income Housing Tax Credits) and private funds for site development in the best manner possible for the community. The Development Plan for the site must include a substantial commercial component to augment and compliment the housing development. The Development Plan must comply with parking requirements as provided in Chapter 98 – Division 32 Okeechobee Rapid Transit Zone. The Development Plan must also provide a kiss-and-ride area in close proximity to the station to facilitate transit passenger drop off and pick-up. The selected Developer shall construct all improvements and after completion provide property management services through a long-term land lease with rental payment to be negotiated pursuant to Resolution No. R-256-13. The resulting development will be composed of housing units, Section 8 (project-based) units, low-income housing tax credit (LIHTC) units, and market rate rental units. At least 98 units should be developed for the elderly, ages 62 and older. The current density is 125 units per acre.

The Okeechobee Transit site consists of property folio number 04-3013-076-0010, which is a total of 11.859 acres owned by Miami-Dade County. However, the portion of the site subject to this RFP is the southern 3.492 acres, which currently consists of a surface parking lot, access roads, lighting and landscaping (refer to the map following Section 1.1). The site is bound by the Hialeah Expressway/State Road 934 on the north, industrial warehouses on the east and south, and Okeechobee Road/U.S. Highway 27 on the west.

The primary objective of the County is the redevelopment of stable urban communities characterized by the provision of decent housing, a suitable living environment, and expanding economic opportunities for individuals/households having low, moderate and middle incomes, as well as introducing a component of market rate units that would not be income restricted. These units would be part of a transit-oriented development that integrates well with the Okeechobee Transit Station area providing pedestrian and bicycle access.

2.2 OBJECTIVES

Before commencement of any development activities, the selected Developer shall enter into a mutually agreeable Funding Agreement, setting forth the terms and conditions for the mixed-finance development for the Okeechobee Transit project. The Funding Agreement checklist and related forms are provided as Exhibit D. The final negotiated Funding Agreement will be executed subsequent to the award by the Board of County Commissioners (BCC).

The selected Developer shall provide a Development Plan that results in the creation of an affordable, sustainable, mixed-income/mixed-use housing development (with all associated infrastructure) within the current market conditions and effectively maximize the use of the available land to allow for a unit mix that provides an optimum number of affordable units and market rate units, while maintaining the residential nature of the surrounding community. The Development Plan should incorporate design elements that are specific to transit-oriented developments including but not limited to continuous covered walkway canopies to protect transit patrons from elements and to provide a direct connection between the proposed development and the Okeechobee Metrorail Station, pedestrian-scale (12’ high or less) lighting along walkways and throughout the parking areas to enhance security of the site and a signage plan. The Development Plan for the site may

include a substantial commercial component to augment and compliment the housing development. As previously mentioned, the Development Plan must comply with parking requirements as provided in Chapter 98 – Division 32 Okeechobee Rapid Transit Zone and must provide a kiss-and-ride in close proximity to the transit station. The design and layout of the mixed-use housing and commercial buildings and associated parking is left to the discretion of the successful proposer in consultation with the Department of Transportation and Public Works (DTPW) as well as PHCD. The objective is to use the land in the most efficient way possible, by maximizing the number of housing rental units and maximizing provision of viable commercial uses to serve the needs of the community. With this Solicitation, the County's goal is to incentivize a mixed-use transit-oriented development. The development of attractive housing and commercial areas within walking distance to the Metrorail will provide a substantial benefit to the community. The successful proposer should explore the potential for a live/work environment where residents work in the commercial areas of the development. To deter crime, the successful proposer is to comply with Crime Prevention Through Environmental Design guidelines and best practices. The Okeechobee Transit site development should be sensitive to and compatible with the surrounding residential neighborhood and commercial areas. Amenities for bicyclists and pedestrians as connectors to the Metrorail are required.

At the conclusion of the pre-development activities, the County shall review and provide approval of the final Okeechobee Transit Development Plan, prior to the selected Developer proceeding to the development stage. The County's goal is to have the Okeechobee Transit project proceed as expeditiously as possible, in order to complete, and have available for occupancy, all infrastructure and housing rental units by 2018.

The scope of services includes activities, coordination, documents, materials, and fees necessary to obtain certificates of occupancy for structures, including Administrative Site Plan Review (ASPR), T-Plat, and Final Plat approval, construction of the entire site infrastructure, including but not limited to: installation of water and sewer systems, utilities, storm drainage, street paving work, sidewalks and gutters, earthwork and related activities, and the construction of all new dwelling units, commercial areas, and parking structures at the site. The County has identified required services; however, additional services may be required for the completion of this project.

The selected developer will also provide the following as part of the proposal:

1. Pedestrian-scale (12' high or less) lighting along walkways and throughout the parking areas to enhance security of the site.
2. Signage plans that include but are not limited to a monument sign at the entrance identifying the site as well as directional signage throughout the project site.
3. Continuous covered walkway canopies to protect transit patrons from elements and provide a direct connection between the proposed development and the Okeechobee Metrorail Station (was a previous requirement in the City's Lease Agreement)
4. A detailed circulation plan must be provided to ensure that buses and emergency vehicles can be accommodated along West 19th Street and the access road directly north of the site both during and after construction of both phases of the proposed project.
5. Driveway widths and turning radii should be clearly noted on the circulation plans.
6. A detailed survey which includes the Okeechobee Metrorail Station as well as the distances between the proposed building and DPTW structures must be submitted as part of the formal ASPR submittal in order for DPTW to adequately assess any impacts the proposed development may have on adjacent DPTW structures.
7. Avoidance of surface parking lots; rather parking should be consolidated in a garage structure to

ensure efficient use of the property.

Development must also comply with the attached development standards (Exhibit F). In addition to transit requirements, the proposal is required to provide housing that is conducive to urban living. Amenities should include modern features and conveniences such as washer and dryers. The apartments should be wired for cable and high speed internet services. Flooring should be consistent with quality and durability. Units must be energy efficient and the building must be “green” certified silver by one of the certifying agencies acceptable to the County.

2.3 OTHER RELEVANT INFORMATION/MINIMUM REQUIREMENTS

The selected Developer shall work with the County to put the Okeechobee Transit project on a fast track for redevelopment. The selected Developer shall oversee and manage all aspects of this project. The selected Developer’s team shall have Florida experience due to the intricacies of tax-credits in the state; therefore it is required that the selected Developer must have completed at least three (3) Florida mixed-finance projects of more than 255 total dwelling units, along with the associated infrastructure, including working with the Florida Housing Finance Corporation (FHFC) on that project. Failure to demonstrate the completion of three (3) Florida mixed-finance projects will result in a proposal being deemed non-responsive.

The selected Developer’s team shall include licensed and certified subconsultants or team members that have experience in affordable multi-family housing and construction with associated infrastructure that can optimize the site to meet the needs of the local community. Before proposal submittal all subconsultants must have obtained the Pre-Qualification Certification from Miami-Dade County as described in the “Definitions” section of this RFP. Failure to comply with these requirements will result in a proposal being deemed non-responsive.

Any BBC GOB proceeds allocated to this project shall be provided in accordance with the Administrative Rules which are attached as Exhibit G (“Administrative Rules”) and incorporated in this RFP by this reference. Distribution of BBC GOB proceeds are conditioned upon the approval of a grant agreement by the Board of County Commissioners. The County shall only be obligated to reimburse the grantee provided the grantee is not in breach of the aforementioned grant agreement and the grantee has demonstrated that it has adequate funds to complete the project. The Grantee shall be solely responsible for submitting all documentation, as required by the grant agreement and by the Administrative Rules, to the County Mayor.

2.4 SERVICES TO BE PROVIDED BY THE SELECTED DEVELOPER:

1. Phase I Services – Site Evaluation

A. Provide a Site Evaluation that shall:

1. Include the selected Developer’s written evaluation of the potential to develop the Okeechobee Transit site into a mixed-use housing, commercial and transit-oriented development.
2. Effectively optimize the use of the available land to allow for a unit mix that provides an optimum number of affordable and market rate units while remaining sensitive to the residential and commercial nature of the surrounding community.

B. Provide a Development Plan that shall include:

1. A design and construction plan for affordable, sustainable, mixed income/mixed use housing development with all associated infrastructure, and a parking structure adequate to support the housing development and Metrorail station, with the option to include a substantial commercial component, within the current market conditions.
2. A report describing the design concept, number and types of housing units, infrastructure and development’s commercial and parking layout and amenities, US HUD guidelines, exhibits/information provided in this procurement document, and all applicable codes/regulations having jurisdiction.

3. A financing plan for successful completion of the project including market analysis supporting the development and financing plan.
 4. Color drawings of the entire site Development Master Plan, typical building elevations, typical building sections, and typical building plans.
 - C. The selected Developer shall explore opportunities and implement strategies to enhance the aesthetic, physical, social, and economic viability of the community.
 - D. The selected Developer shall submit the Development Plan to the County for review and approval at the 50% and the 100% completion stage.
 - E. The selected Developer shall participate in the presentation of the Development Plan, if necessary.
 - F. The selected Developer shall conduct community meetings to obtain community participation input on their needs for the Okeechobee Transit site.
 - G. The selected Developer shall provide a schedule for completion of the project, including the required elements of the Development Plan, construction strategy and an implementation schedule to meet the County's timetable for completion.
2. Phase 2 Services – ASPR, T-Plat, and Final Plat after approval of Development Plan by US HUD and the County
 - A. The selected Developer shall initiate and manage all issues relating to the ASPR, T-Plat, and Plat approval process, including but not limited to scheduling and participating in all meetings with authorities having jurisdiction, paying all fees, providing all coordination required, and all drawings and documents required for the successful completion of these tasks.
 - B. The selected Developer shall make all required changes to the drawings at no additional cost to the County. The selected Developer shall not implement any deviation from the approved Development Plan without PHCD and DTPW approval.
3. Phase 3 Services – Construction Documents, Permitting, and Regulatory Approvals
 - A. Provide infrastructure and building construction documents at 50% and 100% completion for PHCD and DTPW review and approval.
 - B. Incorporate into the site layout, building design and construction materials and techniques standards which enhance the security, sustainability, affordability, aesthetics, and maintenance of the completed improvements. The development shall also be pedestrian- and bicycle-friendly, and offer design elements that accommodate numerous transportation options.
 - C. Provide all drawings and documentation to obtain all permit approvals required for the successful completion of the project from all authorities having jurisdiction.
 - D. Undertake all geotechnical testing, as needed.
 - E. Pay all fees, provide all documents, and coordination required in obtaining building permits, zoning and other regulatory approvals including, but not limited to:
 - Miami-Dade County Regulatory and Economic Resources Department
 - Miami-Dade County Department of Transportation and Public Works

- Miami-Dade County Solid Waste Management for any required dumpsters, trash containers, and service needs
- Florida Power and Light Co. (FPL) for electrical distribution systems, street lights and tie-ins
- AT&T for telephone and high-speed digital transmission systems, or other Cable-TV systems for the area
- Miami-Dade County Water and Sewer Department (WASD) for the water and sewer distribution and tie-ins and conveyance, if necessary
- Florida East Coast (FEC) Railway for crossings over or under FEC property or easements
- United States Postal Service for required location and types of mailboxes and deliveries

4. Phase 4 Services – Construction and Completion of Scope of Services

- A. Provide the construction contractor or already include a construction firm or division as part of the team;
- B. Select third party contractors or already include the same as part of the team;
- C. Guarantee a commitment to the community through hiring and training of individuals to work on this project as well as prepare them for future work of a similar nature;
- D. Commence construction in accordance with the approved Development Plan upon receipt of the Notice to Proceed;
- E. Obtain final inspection approvals from authorities having jurisdictions;
- F. Complete all punch-list items and acquire County acceptance of completed work;
- G. Work with PHCD to undertake all marketing and leasing efforts; and
- H. Provide or obtain property management services for a period of at least 5 years, with option to cancel or renew at PHCD's discretion, to include maintenance and security functions.

5. Services applicable to all Phases of work to be provided:

- A. Obtain County approval prior to implementing any deviation from the approved Development Plan.
- B. Work with PHCD's and its advisors to implement a financing plan, including detailed development and operating budgets.
- C. Work with PHCD to ensure that an environmental clearance is obtained for the site, prior to development.
- D. Provide monthly reports to the PHCD on the progress of the scope of services and development efforts including work-completed associated costs, schedule, and budgetary requirements.
- E. Secure additional financing, as needed to ensure overall project completion.
- F. Be responsible for the design, construction, and quality control of the development.

Comply with all applicable federal, state, and local licensing and certification requirements, including satisfying the Miami-Dade County technical certification requirements for all required services prior to submittal deadline. Valid technical certification in all area(s) of work must be held by a firm responding as a sole respondent, or a team of firms. Furthermore, if an individual is providing services that require technical certification by Miami-Dade County, the individual is required to have the relevant certification(s). Individuals who are not technically certified will not be "allowed" to perform work for those scopes of services requiring technical certification. Additionally, firms that list other areas of work as supplements to the required technical certifications must also be certified for those supplemental areas. For questions regarding Miami-Dade County's (Architectural/Engineering) A/E Technical Certification, and further Certification Committee meeting information, call (305) 375-2738. For application forms visit <http://www.miamidade.gov/procurement/library/technical-certification-application1.pdf>, for a list of Pre-qualified Firms visit <http://www.miamidade.gov/business/library/reports/certify-all-by-categories.pdf>.

- G. Draft and submit draw requests to the County for approval and disbursement.
- H. Contribute resources to the community through an educational or social services component to provide greater opportunities for economic self-sufficiency to the families moving to the property.
- I. Provide job training and a placement program for low-income residents who live in the target area that would result in job training placements and placements in employment related to the development.
- J. Assurance of Completion
 - (a) Pursuant to s. 255.05 of the Florida Statutes, the successful proposer and all of the proposer's subcontractors shall furnish an assurance of completion prior to the execution of any contract under this solicitation. The proposer shall require each of its subcontractors to ensure that such assurance covers both the proposer and the County. This assurance will be —
 - (1) A performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;
 - (b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Free copies of the circular may be obtained by writing directly to: U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street SW, 2nd Floor, West Wing, Washington, D.C. 20227. The list may also be accessed on the Internet at: https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/surety_home.htm.

Important Notice: The Surety Bond program will no longer accept paper submissions. All submissions must be made electronically to the e-mail address at: Surety.Bonds@fiscal.treasury.gov.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful proposer and its subcontractors to obtain the required assurance of completion within the time specified, or within such extended period as the County may grant based upon reasons determined adequate by the County, shall render the proposer ineligible for award. The County may then either award the contract to the next lowest responsible bidder or solicit new bids. The County may retain the ineligible proposer's bid guarantee.

- K. Execute and deliver to the County Certificates and Policies of Insurance prior to commencing any operations, which indicate the selected Developer has insurance coverage in the type, amount, and classifications as identified in Article 10 of Section 5.

2.5 ITEMS TO BE PROVIDED BY PHCD/ISD:

1. Land under a long-term lease agreement to be negotiated (ISD)
2. Environmental clearance for the site (PHCD)
3. General Obligation Bond Administration (ISD)

2.6 PERFORMANCE BOND

The selected proposer shall be required to furnish performance bond as required by FS. [287.0935](#). The selected proposer shall furnish performance bond to secure the interest of the County at no cost to the County. The performance bond guarantees that if the contractor is unable to complete the contract, the surety company will step in to finish the work.

CONTRACT SECURITY

The selected proposer shall furnish with the executed Contract, performance payment (to provide for the full payment of the amounts owed by the Contractor to subcontractors, laborers, and suppliers), at no cost to the County. The Bond, in the amount of 100% of the Contract amount (unless otherwise specified in the Contract Documents) may be in the form of a Surety Bond written through a local surety bond agency, rated as to Management and Strength as set forth below:

Surety Bond Qualifications: The following specifications shall apply to the performance, payment, and maintenance bonds:

- A. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

<u>Bond Amount</u>	<u>Best's Rating</u>
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII

5,000,001 to 10,000,000
Over 10,000,000

A VIII
A IX

On a bond amount of 500,000 or less, the provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued,
 2. Certifying that the surety is otherwise in compliance with the Florida Insurance Code, and
 3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss. 31 U.S.C. 9304-9308.
- B.** Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "**Surety Companies Acceptable on Federal Bonds**," published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.
- C.** The attorney-in-fact or other officer who signs a Contract Bond for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so. The Contract bond must be countersigned by the surety's resident Florida Agent.

The Selected proposers may in lieu of a surety bond, submit a cash bond, conditioned upon the faithful performance of the work in strict accordance with this Contract and with the Plans and Specifications and the completion of the same free from all liens and within the time limit herein specified; the said Bond shall be so worded as to make the Contract a part thereof and shall contain a clause providing the right of suit or action for whose benefit said bond shall be executed as disclosed by the text of said Bond and Contract to the same extent as if he or they were the obligee or obligee therein specifically mentioned, and all such persons shall be held or deemed to be obligee thereof.

"A claimant, except a laborer, who is not in privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to the bond for protection."

"A claimant who is not in privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment."

"No action for the labor, materials, or supplies may be instituted against the Principal or the Surety unless both notices have been given. No action shall be instituted against the Principal or the Surety on the bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies."

2.7 DELIVERABLES

All deliverables are generally describes as indicated below and further enumerated in the Funding Agreement.

Deliverables are subject to review and approval by the County.

Construction and Completion of Scope of Services:

- A. Provide schedule for coordination of all tasks required to complete construction and obtain final permit, certificates of occupancy/completion, punch list completion, and PHCD acceptance of work completed;
- B. Copies of Certificates of Occupancy/Completion for the construction permit;
- C. Complete all punch list items identified by PHCD or its representative(s);
- D. Property management services to manage, service, maintain, and secure the accepted properties.

Other deliverables:

- 2.7.1** Monthly progress reports to the County
- 2.7.2** Results of geotechnical testing, as needed
- 2.7.3** Job training and placement program for low-income residents who live in the target area that would result in job training placements and placements in employment related to the development.

2.8 SCHEDULE

The time frame for the project is established by the following Required Milestone Deadlines:

<u>Required Milestone Deadlines</u>	
Okeechobee Transit Site	
Task Item	Completion Deadline (in days after Notice To Proceed)
Review of Development Plan at 50% completion	60
Development and completion of Development Plan	90
Infrastructure and Building 50% Plans completion	120
Final Plat recorded	150
Infrastructure 100% Plans completion	180
Infrastructure Construction Start	450
Building Construction 100% Plans completion	500
Building construction Start	600
Infrastructure Construction Completion	800
Building construction completion	1050

2.9 BUDGET/COST

The selected Contractor shall provide a Payment Schedule incorporating deliverables and the percentage of completion.

SECTION 3.0 - PROPOSAL FORMAT

3.1 INSTRUCTIONS TO PROPOSERS

Proposers should carefully follow the format and instructions outlined below, observing format requirements where indicated. All materials (except for plans and schematics, if any) are to be submitted on 8 1/2" X 11" pages, neatly typed on one side only, with normal margins and spacing. All documents and information must be fully completed and signed as required. The original document package must not be bound. The document package copies should be individually bound. Proposals that do not include the required documents may be deemed non-responsive and may not be considered for contract award. If the County, in its sole discretion, determines that any individual minimum qualification requirement described in 3.2(4) is not met, the proposal will also be considered non-responsive.

3.2 CONTENTS OF PROPOSAL

The Technical Proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. The Technical Proposal must include the following information:

1) Cover Page

The attached **Form A-1** is to be used as the cover page for the Technical Proposal. A cover page is required for the Development Proposal. This form must be fully completed and signed by an authorized officer of the Proposer submitting the proposal. This letter should contain information on the proposer and project and be signed by an authorized officer of the Proposer submitting the proposal.

2) Table of Contents

The table of contents should outline in sequential order the major areas of the proposal. All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents.

3) Executive Summary

Provide a brief summary describing:

- (a) the Proposer's ability to perform the work requested in this Solicitation;
- (b) a history of the Proposer's background and experience in providing similar services;
- (c) the qualifications of the Proposer's personnel to be assigned to this project;
- (d) an organizational chart detailing the proposed project team
- (e) the subcontractors or subconsultants and a brief history of their background and experience; and any other information called for by this Solicitation which the Proposer deems relevant, including any exceptions to this Solicitation.

This summary should be brief and concise to advise the reader of the basic services offered, experience and qualifications of the Proposer, staff, subcontractors or subconsultants and any other relevant information.

4) Minimum Qualification Requirements

Proposers shall provide documentation that demonstrates their ability to satisfy all of the minimum qualification requirements. Proposers who do not meet the minimum qualification requirements or who fail to provide supporting documentation will not be considered for award. If a prescribed format or required documentation for the response to minimum qualification requirements is listed below, Proposers must use said format and supply said documentation.

The minimum qualification requirements for this Solicitation are:

Proposers shall have successfully completed at least three (3) Florida mixed-finance projects of more

than 255 total dwelling units in the aggregate, along with the associated infrastructure, including working with the Florida Housing Finance Corporation (FHFC) on that project. Proposers shall provide documentary corroboration in Adobe PDF format of this experience including, but not limited to: (1) complete project description, (2) FHFC documents for the development, (3) approved permit set of drawings for infrastructure and building construction, (4) final construction permit approvals, (5) notice to proceed and completion dates, and (6) any other documentation that demonstrates that they comply with this requirement. Proposals failing to submit documentary evidence listed in items 1-6 above will render the proposal non-responsive.

- Principals or designated administrators shall possess licenses to do business in Miami-Dade County. Evidence of possession of these licenses is required; and failure to provide these licenses will render the proposal non-responsive.
- The selected proposer shall have experience with a least 4 multi-family projects within the last 6 years. Proposer shall list project name, address, owner, developer, number of units, all funding sources and amounts, notice to proceed, and completion dates. Failure to provide this information will render the proposal non-responsive.

5) Technical Information

Describe Proposer's project plan and procedures, methodology and recommended solutions in performing to be used in performing the services described in the Scope of Services (see Section 2.0). The Proposer shall describe its approach to project organization, development and management, including the responsibilities of Proposer's management and staff personnel that will perform work in this project. Proposed schematic site plans and renderings shall be provided. Plans should denote features of the development and quality of the features.

- a. Proposers shall provide a detailed narrative outlining their approach with graphic representations of the conceptual plan (that includes at a minimum: a schematic site plan, renderings and vision for the development of the property described in Section 2.0.). The narrative shall include the number of units, unit bedroom mix, unit sizes, and construction and finish materials to be used. The narrative shall explain how the number of units included with the proposal makes the best use of the available land, optimizes its use to allow for a unit mix that provides an optimum number of affordable units, including units for the extremely low-income, how the residential nature of the surrounding community is maintained in the new development, what kinds of strategies are being explored to enhance the aesthetic, physical, social and economic vitality of the community, and any other information that may be necessary for review.
- b. Provide a project schedule identifying specific key tasks and duration to successfully complete the tasks identified in their response to 3.2 A 5(b). Responses should demonstrate an ability to complete the development or the plan for development on the earliest possible, realistic schedule.
- c. Identify if Proposer has taken any exception to the terms of this Solicitation. If so, indicate what alternative is being offered and the cost implications of the exception(s). If the alternative is finance-related, such alternative shall be detailed; and must include a pro forma or firm commitment from investors.
- d. Proposers shall discuss the methodology to be implemented to obtain community participation in the planning process, including the number of community meetings the developer plans to convene in order to ascertain community input, and the resources the developer plans to contribute to advance educational and social services and providing greater opportunities for economic self-sufficiency. Describe examples of how to best involve the various stakeholders and community partners in a participatory planning process.

- e. The Proposers shall discuss their methodology for implementing a job training and placement program for low-income residents who live in the target area that will result in job training placements and placements in employment related to the development.
- f. Proposers shall provide documentation that supports that the Proposer has the financial capacity to undertake the project described in Section 2.0. Proposers shall provide their most recent certified and audited business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period and/or fiscal year, together with a statement in writing, signed by a duly authorized representative, stating that the Proposer's present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for any material change in the financial condition. Proposals that do not include an audited financial statement will be deemed non-responsive.
- g. Proposers shall discuss how they intend to finance the project, what resources they intend to utilize. Proposers shall provide a budget to support their conceptual design. Additionally, proposers shall provide rates for the team members associated with completion of the conceptual design.
- h. Proposers shall discuss how they can ensure compliance with ADA/Accessibility requirements and demonstrate examples/experience in this area.
- i. Proposers shall provide a copy of their quality control procedures for previous projects and identify what quality control mechanisms shall be implemented for each Phase of the project described in Section 2.0.
- j. Proposers shall discuss their methodology to obtain building permits, and regulatory approvals including those from USPS, Miami-Dade County Departments, and non-governmental entities such as FPL and FEC and how they intend to manage and maintain the approval process. Also include in this discussion the procedures for required drawing changes.
- k. Proposers shall identify how they can ensure compliance with all federal, state, and local licensing and certification requirements. List the names and addresses of all major first tier subcontractors or subconsultants, and describe the extent of work to be performed by each first tier subcontractor or subconsultant.
- l. Provide a project schedule identifying specific key tasks, and duration. Indicate timing for start-up of operation.
- m. Identify if Proposer's proposed plan meets the requirements of the Scope of Services described in Section 2.0, will meet the requirements with modifications (explain how), or cannot provide the requirements (explain why).
- n. Submit an actual or proposed budget and income and expense report for a property managed by the Proposer as evidence of the Proposer's financial reporting systems and expertise in operating matters.
- o. Submit an actual or proposed management plan as evidence of the Proposer's knowledge of affordable housing management.
- p. Provide proof of experience with affordable housing financing. Proposals without such proof shall be deemed non-responsive.

- q. Proposer shall describe how leasing and screening will be executed and enforced.
- r. Proposer shall provide a schedule of maintenance, including housing inspection.
- s. Proposer shall discuss the implementation of safety and security service measures.
- t. The selected Proposer shall demonstrate compliance with energy efficiency and green construction standards.
- u. Execute, date, and submit the "Section 3 Economic Opportunity Plan" (see Section 3 form) with Proposal to comply with the Section 3 training, employment, and contracting requirements for low-income persons, and persons who are ex-offenders where appropriate, and to businesses that employ these persons. Complete and submit "Proposed Contracts/Subcontracts Breakdown" form with Proposal. Submit a plan for achieving the vicinity hiring requirements.

6) Proposer's Experience and Past Performance

1. Describe the Proposer's past performance and experience and state the number of years that the Proposer has been in existence, the current number of employees in the local Miami office and other offices (if applicable), and the primary markets served. Provide the total number of multi-family projects developed and managed.
 - a. Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past ten (10) years. The description should identify for each project: (i) client, (ii) description of work, (iii) total dollar value of the contract, (iv) contract duration, (v) client contact person and phone number for reference, (vi) statement or notation of whether Proposer is/was the prime contractor or subcontractor or subconsultant, and (vii) the results of the project, including the projected completion date versus the actual completion date. List and describe those projects performed for government clients or similar size private entities (excluding any work performed for the County). Proposers shall provide detailed information on all previous similar projects completed or in process. The Proposer shall address the following areas: the number of units, audience income ranges, use of the land, strategies for success completion.
 - b. List all contracts which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with County Ordinance No. 98-42, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such, the Proposer must list and describe all work performed for Miami-Dade County and include for each project: (i) name of the County Department which administers or administered the contract, (ii) contact person on the contract, and phone number and e-mail, (iii) dates covering the term of the contract, and (iv) dollar value of the contract(s)
 - c. Proposers shall describe their experience in federally-funded project requirements, including compliance with Davis-Bacon Wage rates.
 - d. Proposers shall describe their experience, methodology, and scheduling of site preparation and infrastructure developments including ASPR, T-Plat and Final Plat process.
 - e. Proposers shall describe their experience related to A/E for the development of large scale multi-family affordable housing communities; this includes validating an A/E firm and all other parties comprising the Developer Team shall meet all Miami-Dade County and Florida licensing and technical certification requirements which shall be submitted as part of the Developer Team

information.

- f. Proposers shall describe any examples of successful efforts to provide preferences for job training and employment opportunities to (1) Persons in public and assisted housing; (2) Low Income persons in the project area; (3) Participants in HUD Youthbuild programs; or (4) Homeless persons; or to provide contracting opportunities to locally-owned small or minority businesses including those that meet the definition of a Section 3 business concern. With respect to each example, Proposers shall provide a detailed description of the efforts and the results.
- g. Proposers shall describe any examples of innovative financing arrangements which increased the number of affordable units in a rental development project, particularly any financing arrangements which increased the number of rental units, both affordable and market rate.
- h. Proposers shall describe their experience with housing developments that incorporate tax credit and affordable housing financing.
- i. Proposers shall describe their experience in construction, construction management, and general contracting.
- j. Proposers shall describe their experience in residential rental property management including maintenance and security functions.
- k. Proposers shall describe their experience in working with non-profit organizations.
- l. Proposers shall describe their expertise in regulatory compliance issues.
- m. Proposers shall describe their expertise with local government authorities which regulate the permits and utilities necessary for development; and familiarity with Florida building code.
- n. Proposers shall describe their practical experience in Section 3 compliance; including training and subcontracting opportunities for local businesses.
- o. Proposers shall describe their experience with community meetings and charrettes; resident organizations, and tenant leaders, and; other housing organizations.
- p. Proposers shall describe their experience in federally-funded project requirements, including compliance with Davis-Bacon Wage rates.
- q. Describe any other experiences related to the work or services described in the Scope of Services (**see Section 2.0**), and any other information which may be specific to the required services to be provided.

7) Key Personnel and Subcontractors Performing Services

- a. Provide an organization chart showing all key individuals and proposed team members, including their titles, to be assigned to this project. This chart must clearly identify the Proposer's employees and those of the subcontractors or subconsultants. This information shall include the functions to be performed by all key individuals.
- b. List the names and addresses of all first tier subcontractors or subconsultants, and describe the extent of work to be performed by each first tier subcontractor or subconsultant. Describe the experience, qualifications, and other vital information, including relevant experience on previous similar projects of the subcontractors or subconsultants who will be assigned to this project.

- c. Describe the experience, qualifications, and other vital information, including relevant experience on the items noted below, on previous similar projects, for all key individuals and proposed team members: including those of subcontractors or subconsultants, who will be assigned to this project. Please note if these individuals have had experience in the Florida market. All key individuals includes all partners, managers, senior and other professional staff that will perform work and/or services on this project.
- 1) Experience in maximizing the use of various financing vehicles;
 - 2) Identify if key personnel or proposed team members have experience in the development, construction and management of at least one (1) Florida mixed-finance multi-family rental housing development, along with the associated infrastructure, which is greater than 125 units.
 - 3) Experience in site preparation and infrastructure developments including ASPR, T-Plat and Final Plat process.
 - 4) Experience related to A/E for the development of large scale multi-family affordable housing communities; this includes validating an A/E firm and all other parties composing the Developer Team shall meet all Miami-Dade County and Florida licensing and technical certification requirements which shall be submitted as part of the Developer Team information.
 - 5) Experience in housing developments that incorporate tax credit and affordable housing financing.
 - 6) Experience in construction, construction management and general contracting.
 - 7) Experience in residential rental property management including maintenance and security functions.
 - 8) Experience in working with non-profit organizations.
 - 9) Expertise in regulatory compliance issues.
 - 10) Expertise with local government authorities that regulate the permits and utilities necessary for development; and familiarity with Florida building code(s).
 - 11) Practical experience in Section 3 and Women Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE) and Minority Business Enterprise (MBE) compliance; including training and subcontracting opportunities for local businesses.
 - 12) Experience with community meetings and charrettes; resident organizations, and tenant leaders; other housing organizations.
 - 13) Experience in federally-funded project requirements, including compliance with Davis-Bacon Wage rates.
 - 14) Experience in master planning and the development or redevelopment of multi-family communities.
- (d) Provide resumes with job descriptions and other detailed qualification information on all key individuals and proposed team members who will be assigned to this project, including any key personnel of subcontractors or subconsultants. All key personnel includes all partners, managers,

senior and other professional staff that will perform work and/or services on this project.

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

8) County Participation in Financial Proceeds

a) Describe proposed participation by the County in any revenue and income streams, including but not limited to:

1. Developer fees in accordance with Safe Harbor Standards. (Note: a minimum of 20% of Developer fees to the County is required. Additional percentage above 20% is at the discretion of the Proposer and should be included in Proposal.
2. Ground lease payments, indicating amounts and when these payments will be made.
3. Share of net revenues/net cash flow.
4. Other participation as may be proposed by the developer.

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

9) Affidavits/Acknowledgements

The Proposer must complete, sign as required, and submit the following documents as part of its Proposal:

- Form A-2 Affidavit of Miami-Dade County Lobbyist Registration for Oral Presentations
(**see Section 1.17**)
- Form A-3 Acknowledgement of Addenda (**see Section 1.8**)
- Form A-4 Disability Non-discrimination Affidavit
- Form A-7.1 Proposer's Disclosure of Subcontractors and Suppliers (**see Section 1.29**)
- Form A-7.2 Proposer's Disclosure of Fair Subcontracting Policies (**see Section 1.30**)
- Form A-8 Affirmative Action Plan/Procurement Policy Affidavit (**see Section 1.31**)
- Form A-10 Miami-Dade County Collection of Taxes, Fees and Parking Tickets Affidavit and
Individuals & Entities Attesting Being Current in Their Obligations to Miami-Dade
County (**see Section 1.32**)
- Form A-12 Code of Business Ethics (**see Section 1.33**)
- Form A-13 Domestic Violence Leave Affidavit (**see Section 1.35**)

3.3 PROPOSAL PREPARATION REQUIREMENTS

Proposers must follow instructions of Section 1.4 "Proposal Submission." The proposal must consist of a Technical Proposal, and an Original and ten (10) copies must be submitted in a sealed envelope or container that should be addressed as follows:

Proposer's Name
Proposer's Address
Proposer's Telephone Number

Public Housing and Community Development Department
Overtown Transit Village North
701 NW 1st Court, 16th Floor
Miami, FL 33136
ATTN: Ms. Indira Rajkumar-Futch, Procurement Contracting Manager

RFP #__: GOB Okeechobee Transit Site
RFP Application Title:
Proposal Due Date:

SECTION 4.0 - EVALUATION/SELECTION PROCESS

4.1 INTRODUCTION

Following the opening of the proposal packages, the proposals will be evaluated by an Evaluation/Selection Committee appointed by the County Mayor. The Committee will be comprised of appropriate County personnel from multiple departments and members of the community, in accordance with Implementing Order 2-11, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Committee is balanced with regard to both ethnicity and gender.

It is the Proposer's responsibility to ensure that the proposal is complete. Proposals will be scored based on point totals and not a percentage factor. Contract award will be based on Technical Quality.

4.2 PROPOSAL EVALUATION

The Evaluation/Selection Committee will first evaluate and rank responsive proposals on the Technical Quality criteria listed below. The criteria are itemized with their respective weights for a maximum total of 100 points per each Evaluation/Selection Committee member, for all Technical criteria. A Proposer may receive the maximum points or a portion of this score depending on the merit of its proposal, as judged by the Evaluation/Selection Committee in accordance with:

<u>Evaluation Criteria</u>	<u>Maximum Points</u>	<u>Totals</u>
A. Proposer's financial strategy and firmness of financing commitments, financing for each part of the proposed development, pro forma, and proposed County participation in revenue and income streams.	20	
B. Proposer's Experience partnering (as a co-owner or co-developer) with small and minority firms and/or women-owned enterprises	5	
		25
Okeechobee Transit Site Proposed Design, Development, and Operations Concept:		
C. Proposed design and development concept (including zoning) and its compatibility with proposed use.	5	
D. Proposed design and development concept has a mix of site uses, including housing, commercial, and appropriate integration with the Metrorail station	10	
E. Proposal meets Objectives as described in Section 2.2	5	
F. Proposed design and development concept incorporates Crime Prevention Through Environmental Design (CPTED) principles and best practices	5	
G. Proposed design and development project completion schedule and requirements	5	
H. Proposed site operation and management concept	5	
		35

Development Team's demonstrated qualifications, experience, (including past performance on PHCD and/or County projects) and capacity, including key personnel of developer, consultants, and property managers that will be assigned to the project proposed by Developer with similar complex mixed use development projects		
I. Development Team key personnel experience developing affordable housing and commercial projects	7	
J. Development Team key personnel experience in developing parking structures or surface lots	5	
K. Proposer's Financial Strength and Capacity	5	
L. Architect's Experience	4	
M. Property Manager's Experience	4	
		25
Resident Job Training, Employment, Section 3 and small and minority firms, women-owned enterprises and labor surplus firms for proposed project		
N. Commitment on number of job training classes for residents, capacity per class, trade covered for each class and strength of evidence supporting commitments.	4	
O. Commitment for total number of Section 3 jobs to be created and breakdown by trade during construction and post-construction and strength of evidence supporting commitments	4	
P. Identity of Certified Section 3 businesses and other certified small and minority firms, women-owned enterprises and labor surplus area firms, that are part of the development team and additional commitment on number of participating sub-contractors and suppliers that will be Certified Section 3 or other certified small and minority firms, women-owned enterprises and labor surplus firms	3	
Q. Identity of partners and resources that will contribute to the Okeechobee Transit Station	2	
R. Training and employment of ex-offenders	2	
		15
		100

Upon completion of the proposal's criteria evaluation, rating and ranking, the Committee may choose to conduct an oral presentation(s) with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on the best rated proposal providing the highest quality of service to the County; scores in clusters; significant breaks in scoring; and/or maintaining competition. Upon completion of the oral presentation(s), the Committee may re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

Following the evaluation and ranking of the proposals, the Evaluation/Selection Committee may proceed to negotiate with the highest ranked responsive and responsible Proposer.

4.3 APPLICATION OF SELECTION FACTOR

Not Applicable

4.4 OVERALL RANKING

The Evaluation/Selection Committee will then determine the overall ranking of the proposals, according to the Technical (Quality) evaluation score.

Following the evaluation and ranking of the proposals, the Evaluation/Selection Committee will recommend to the County Mayor that a contract be negotiated with the highest ranked responsive and responsible Proposer, except as provided for below in Section 4.5 "Local Preference." The County may enter into negotiations with the recommended Proposer or take such other action as it deems to be in the best interest of the County.

The Proposer recommended for negotiations will be required to provide to the County:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors or subconsultants is or has been involved within the last three (3) years.
- c) Information on any defaults, foreclosures or other adverse actions on projects where the proposer is a principal or partner.

4.5 LOCAL PREFERENCE

Not Applicable

4.6 CONTRACT AWARD

Any negotiated contract, as a result of the Solicitation, will be submitted to the County Mayor or the County Mayor's designee for approval and may be submitted to the Board of County Commissioners for their approval. **All Proposers will be notified in writing when the County Mayor or the County Mayor's designee makes an award recommendation.** The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County Mayor to be in the best interest of the County. The County Mayor's decision to make the award and which proposal is in the best interest of the County shall be final.

**Mixed-Finance Rental
Term Sheet**

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

OMB Approval No. 2577-0157
(exp. 1/1/2014)

Public reporting burden for this collection of information is estimated to average 16 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. 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.

This collection of information is required for developing a Mixed-Finance rental project pursuant to HUD regulations 24 CFR 941.600. The information will be used to provide HUD with sufficient information to enable a determination that the proposed homeownership project is demographically and financially feasible and that HUD statutory and regulatory requirements have been met.

Rental Term Sheet

The term sheet consists of four sections that are to be filled out by the PHA as part of the Mixed-Finance Proposal and submitted to the HUD Grant Manager for presentation to the Project Review Panel:

- A. Specific Phase Project Summary:** A one-paragraph narrative description of the specific phase for posting on the HUD web site.
- B. Program Overview:** A description of the overall development program, financing, and schedule.
- C. Specific Phase Overview:** A description of the program details for the specific phase under review.
- D. Statement of Business Terms:** A description of the deal terms between the PHA and other parties for the specific phase under review.

A. Specific Phase Project Summary

Purpose: To provide a short summary description of the specific phase under review for posting on HUD's web site. Other PHAs can then review the summary of closed phases to find PHAs with similar deals and can contact those authorities for information, sample documents, etc.

Instructions: Provide a brief narrative that describes the specific phase to be reviewed. Include the following information:

- The overall unit count broken down by unit type (i.e., ACC, LIHTC, ACC/LIHTC, market, etc.);
- Sources of funding;
- The names of the major partners;
- The building type(s) being constructed (e.g., row, detached/semi-detached, walk-up, etc.);
- Any non-residential or mixed uses;
- Any elderly designated units in the phase;
- Any unusual features of the phase (e.g., a land swap, commercial facilities, operating subsidy only units, scattered site acquisition and development, etc.).

Name of PHA:	
Name of Development:	
HOPE VI Grant No./Development Project No.:	
Contact Name:	
Contact Phone No.:	
Narrative:	

B. Program Overview

Purpose of this section: To provide a context for reviewing the overall project.

I. Proposed Unit Mix

Purpose: To provide the unit mix for the overall project so that HUD can evaluate the current phase in context.

Instructions: Complete the Excel spreadsheet **Unit Mix Entire Project** to describe the proposed unit mix for the entire project.

II. Non-Residential Uses

Purpose: To describe the types of non-residential uses for the overall project so that HUD can evaluate the current phase in context.

Instructions: For each **non-residential** building planned, complete the following table for the overall project.

Building Name/Use(s)	Gross Square Feet	Developer	Owner	Phase

III. Key Milestones for the Project

Purpose: To ascertain where the PHA is in the development process with regard to its program schedule and the schedule requirements of the Grant Agreement.

Instructions: Complete the following table by listing the dates (actual or anticipated, as appropriate) for the listed project milestones.

Milestone	Date
Effective Date of Grant Agreement	
Date of HUD Approval of the Revitalization Plan or Supplemental Submissions	
Residential Construction Start (First Phase)	
Residential Construction Completion (Final Phase)	
Lease-Up (Final Phase)	

IV. Project Sources and Uses

Purpose: To provide an overview of the permanent sources and uses for the entire project.

Instructions: Complete the Excel spreadsheet **Exhibit F Entire Project Budget** to describe the projected sources and uses for the entire project, including all rental, homeownership, and nonresidential phases.

C. Specific Phase Overview

Purpose of this section: To provide the information on phase components, budget, and schedule needed to review the business terms for the specific phase under review.

I. Proposed Unit Mix

Purpose: To describe the housing number, type, and bedroom count as required by 24 CFR 941.606(d).

Instructions: Complete the Excel spreadsheet **Unit Mix Phase** to describe the unit mix for the specific phase under review.

II. Non-Residential Uses

Purpose: To describe the types and amounts of non-dwelling space as required by 24 CFR 941.606(d).

Instructions: Complete the following table for the specific phase under review.

Building Name/Use(s)	Gross Square Feet	Developer	Owner

III. Key Milestones

Purpose: To provide HUD with the status of the phase, to establish the timeline for phase completion, and to identify which party is responsible for each activity for the phase under review.

Instructions: Complete the chart below for the specific phase under review. Indicate whether the activity listed is appropriate for the phase, provide a date for actual or anticipated dates of completion, and check the party responsible for the implementation of the activity. If a box is shaded, it is not applicable and does not need to be completed. Provide any comments in the Activity column.

Activity	Date	Responsible Party
Program Manager under Contract <input type="checkbox"/> N/A		
Predevelopment Agreement Signed <input type="checkbox"/> N/A		
Development Agreement Signed <input type="checkbox"/> N/A		
Community and Supportive Services Oversight <input type="checkbox"/> N/A		<input type="checkbox"/> PHA Staff or Consultants

Activity	Date	Responsible Party
		<input type="checkbox"/> Developer <input type="checkbox"/> Other: <input type="text"/>
Site Acquisition Proposal Approval from HUD <input type="checkbox"/> N/A		<input type="checkbox"/> PHA Staff or Consultants <input type="checkbox"/> Developer <input type="checkbox"/> Other: <input type="text"/>
Acquisition/Site Control <input type="checkbox"/> N/A		<input type="checkbox"/> PHA Staff or Consultants <input type="checkbox"/> Developer <input type="checkbox"/> Other: <input type="text"/>
Demolition Approval from HUD <input type="checkbox"/> N/A		<input type="checkbox"/> PHA Staff or Consultants <input type="checkbox"/> Developer <input type="checkbox"/> Other: <input type="text"/>
Disposition Approval from HUD <input type="checkbox"/> N/A		<input type="checkbox"/> PHA Staff or Consultants <input type="checkbox"/> Developer <input type="checkbox"/> Other: <input type="text"/>
Relocation Plan Approval from HUD <input type="checkbox"/> N/A		<input type="checkbox"/> PHA Staff or Consultants <input type="checkbox"/> Developer <input type="checkbox"/> Other: <input type="text"/>
Relocation Completion <input type="checkbox"/> N/A		<input type="checkbox"/> PHA Staff or Consultants <input type="checkbox"/> Developer <input type="checkbox"/> Other: <input type="text"/>
Abatement and Demolition Completion <input type="checkbox"/> N/A		<input type="checkbox"/> PHA Staff or Consultants <input type="checkbox"/> Developer <input type="checkbox"/> Other: <input type="text"/>
LIHTC Application Submission <input type="checkbox"/> N/A		<input type="checkbox"/> PHA Staff or Consultants <input type="checkbox"/> Developer <input type="checkbox"/> Other: <input type="text"/>
Award of LIHTC Allocation <input type="checkbox"/> N/A		<input type="checkbox"/> PHA Staff or Consultants <input type="checkbox"/> Developer <input type="checkbox"/> Other: <input type="text"/>
Environmental Review Approval from HUD and ROF Statement <input type="checkbox"/> N/A		<input type="checkbox"/> PHA Staff or Consultants <input type="checkbox"/> Developer <input type="checkbox"/> Other: <input type="text"/>
Closing <input type="checkbox"/> N/A		<input type="checkbox"/> PHA Staff or Consultants <input type="checkbox"/> Developer <input type="checkbox"/> Other: <input type="text"/>
Infrastructure Construction Start <input type="checkbox"/> N/A		<input type="checkbox"/> PHA Staff or Consultants <input type="checkbox"/> Developer <input type="checkbox"/> Other: <input type="text"/>
Residential Construction Start <input type="checkbox"/> N/A		<input type="checkbox"/> PHA Staff or Consultants <input type="checkbox"/> Developer <input type="checkbox"/> Other: <input type="text"/>
Residential Construction Completion <input type="checkbox"/> N/A		<input type="checkbox"/> PHA Staff or Consultants <input type="checkbox"/> Developer <input type="checkbox"/> Other: <input type="text"/>
Lease-Up <input type="checkbox"/> N/A		<input type="checkbox"/> PHA Staff or Consultants <input type="checkbox"/> Developer <input type="checkbox"/> Other: <input type="text"/>

IV. Ownership

Purpose: To provide HUD with a list of the partners of the ownership entity (i.e., general partner, limited partner, special limited partner, etc.) and a description of each role as required by 24 CFR 941.606(a).

Instructions: Complete the following table to list the proposed partners of the ownership entity and to describe their ownership interest and function for the specific phase under review.

Proposed Partner 1:		% Interest:	
Function(s) Exercised:			

Proposed Partner 2:		% Interest:	
Function(s) Exercised:			

Proposed Partner 3:		% Interest:	
Function(s) Exercised:			

Proposed Partner 4:		% Interest:	
Function(s) Exercised:			

V. Sources and Uses

Purpose: To provide an understanding of the sources and uses as required by 24 CFR 941.606(b) for the specific phase under review. HUD will be evaluating: whether the sources listed are sufficient to build the project, considering timing of sources; which sources are construction (temporary) vs. permanent; the terms of loans; the terms of grants; whether the public housing funds are bearing the appropriate pro rata share; and whether the uses appear reasonable.

Instructions: Complete the Excel spreadsheet **Exhibit F-1 Phase Budget** to describe the sources and uses for the specific phase under review. Complete both permanent and construction sources and uses.

VI. TDC Calculation

Purpose: To determine whether the proposed activities for the phase under review are within HUD's Total Development Cost Limits. For information on TDC, see Notice PIH 2001-22 and refer to 24 CFR 941.606(g).

Instructions: Complete the Excel spreadsheet **TDC & Instructions** to calculate the TDC for the specific phase under review.

D. Business Terms

Purpose of this section: To evaluate whether the business terms proposed constitute an appropriate use of public funds. HUD will evaluate the costs of the project against its Cost Control and Safe Harbor standards in light of the risks taken by the developer and PHA. To determine whether the phase meets HUD's cost guidelines and to evaluate the risks associated with the phase, PHAs should refer to the February 23, 2000 Cost Control and Safe Harbor Standards for Rental Mixed-Finance Development. These guidelines are available on the HUD web page at: <http://www.hud.gov/pih/programs/ph/hope6/control.pdf>.

I. Developer Compensation

Instructions: Provide the following information for the net developer fee as defined in the Cost Control and Safe Harbor Standards for the specific phase under review. Express all fee amounts as a percentage of the overall project costs. HUD will verify the stated percentages against the provided sources and uses. If necessary, provide a justification for any term(s) above the HUD Safe Harbor Standards.

Net developer fee for the specific phase under review: %

Is the developer receiving any compensation negotiated separately from the developer fee? ☐ Yes ☐ No

If so, in the following table, list any other tasks for which the Developer is being compensated (e.g., master planning, relocation, CSS, etc.) and the amount of compensation.

Task	Compensation
	\$
	\$
	\$

Justification for Developer Fees above Safe Harbor Standards:

II. Pay-Out Schedule for Developer Fee/Overhead

Instructions: For the specific phase under review, provide the milestone at which the developer receives compensation (e.g., closing, 50% construction completion, stabilized occupancy) and the percentage of the total developer fee that is to be paid (percentages should total 100%) as defined in the Cost Control and Safe Harbor Standards. If the Developer is being reimbursed for overhead prior to closing, provide a justification in the space below the table and confirm that the compensation is structured as a loan.

Milestone	% of Total Developer Fee

Justification for deviating from the Safe Harbor Standard (if applicable):

Justification for providing a loan to the developer prior to closing (if applicable):

III. Sharing of Third-Party Predevelopment Costs and Reimbursement Schedule

Instructions: Complete the following table for the specific phase under review. For each of the primary predevelopment costs indicate the percentages to be borne by the PHA and the developer. If necessary, provide a justification for any term(s) above the HUD Safe Harbor Standards.

Estimated Amount of Predevelopment Costs: \$

Length of Predevelopment Period: months

Percentage Borne by PHA: %

Percentage Borne by Developer: %

Justification for PHA bearing greater than 75% of the predevelopment costs (if applicable):

IV. Identity of Interest Parties

Instructions: In the table below, disclose whether the Developer has an identity of interest with any party. For each identity of interest party, indicate what steps have been or will be taken to ensure cost competitiveness.

Party	Related Entity?	Cost Control Measures Planned/Completed
Builder/Contractor (waiver	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Party	Related Entity?	Cost Control Measures Planned/Completed
required from HUD)		
Property Manager	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Construction Manager	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Investor*	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Other (specify):	<input type="checkbox"/> Yes <input type="checkbox"/> No	

*Include both related entities and “preferred” entities.

V. Construction Fees

Instructions: Fill in the following blanks to indicate the amount and percentage for contractor profit, overhead, and general conditions for the specific phase under review. In the space below, describe how any construction savings will be allocated between the PHA and Developer. If necessary, provide a justification for any term(s) above the HUD Safe Harbor Standards.

The amount and percentage for contractor’s profit:

\$ _____ = _____ %

The amount and percentage for contractor’s overhead:

\$ _____ = _____ %

The amount and percentage for contractor’s general conditions:

\$ _____ = _____ %

Justification for fees in excess of HUD Safe Harbor Standards (if applicable):

Methodology for allocating construction savings:

VI. Property Management Fees

Instructions: Indicate whether the PHA or an outside firm will manage the development. In the table below, check the applicable methodology for determining property management fees and indicate the amount of the proposed fee. Describe the amount of any incentive management fee(s) and the conditions under which they are paid. If necessary, provide a justification for any term(s) above the HUD Safe Harbor Standards.

Who is managing the mixed-finance development? ☐ PHA ☐ Private firm ☐ Joint Venture (PHA/private)

Method and Amount of Property Management Compensation

☐ _____ % of effective gross income

- ☐ \$ PUM (all units)
- ☐ \$ PUM (occupied units) and \$ PUM (vacant units)
- ☐ Other (specify):

Justification for property management fees in excess of HUD's Safe Harbor Standards, if applicable, supported by a regional market analysis:

Are there any incentive property management fees? ☐ Yes ☐ No

If yes, describe:

VII. LIHTC Equity

Instructions: If LIHTC are a funding source for this phase, provide the following information.

What is the amount of the equity raise (cents on the dollar for 10-year allocation):

Describe the pay-in schedule for the equity:

Milestone/Anticipated Date	Amount
	\$
	\$
	\$
	\$

VIII. Allocation of Operating Subsidy

Instructions: Indicate which of the following methodologies for allocating operating subsidy from the PHA to the owner entity will be used, and the estimated amount of operating subsidy to be provided on a per-unit per month basis. (For more information on these methodologies, refer to the Mixed-Finance Guidebook, Chapter 5.) In the space below, provide a narrative that describes the methodology for allocating operating subsidy, as required by 24 CFR 941.606(c).

- | | | | |
|--------------------------|---|----|-----|
| <input type="checkbox"/> | Prorata-share (based on number of units and bedroom sizes in phase compared to PHA portfolio overall) | \$ | PUM |
| <input type="checkbox"/> | Budget Based (based on actual gap between operating costs and rental income) | \$ | PUM |
| <input type="checkbox"/> | Negotiated (flat negotiated fee) | \$ | PUM |
| <input type="checkbox"/> | Separate ACC | \$ | PUM |
| <input type="checkbox"/> | Other (describe): | \$ | PUM |

Description of Operating Subsidy Methodology:

IX. Size and Use of Reserves

Instructions: In the following table, for each of the project reserves indicate its size (as a dollar amount or as a number of months or years of ACC), how the reserve is replenished, the conditions under which it can be accessed, and ownership of the reserve.

NOTE: Public housing funds can not be used for the initial funding of reserves. Submission of the Rental Term Sheet constitutes certification that the reserves are not funded with public housing funds. In addition, HUD expects all reserves that are replenished by public housing funds to remain with the project at the end of the tax-credit compliance period. If this is not the case for any of the reserves (with the exception of the exit tax reserve, which cannot be established or replenished with public housing funds), provide a justification for the alternate reserve ownership where indicated.

Type of Reserve: Operating Subsidy/ACC/Public Housing		Size:	
How is the reserve capitalized?			
How is the reserve replenished?			
When can the reserve be accessed?			
Who owns the reserve?			

Type of Reserve: Operating Deficit		Size:	
How is the reserve capitalized?			
How is the reserve replenished?			
When can the reserve be accessed?			
Who owns the reserve?			

Type of Reserve: Replacement	Size:
How is the reserve capitalized?	
How is the reserve replenished?	
When can the reserve be accessed?	
Who owns the reserve?	

Type of Reserve: Exit Tax	Size:
How is the reserve capitalized?	
How is the reserve replenished?	
When can the reserve be accessed?	
Who owns the reserve?	

Type of Reserve: Other:	Size:
How is the reserve capitalized?	
How is the reserve replenished?	
When can the reserve be accessed?	
Who owns the reserve?	

Provide a justification for any unusual reserve structures, including ownership of the reserves:

--

X. Cash Flow, Program Income, and Fees to the PHA

Instructions: Answer the following questions in narrative form for the specific phase under review, as appropriate.

After payment of all expenses, how is cash flow distributed?

--

What are the expected sources of program income (e.g., repayments of loans, PHA development fees, etc.) and what is the PHA's planned use for this program income?

--

Complete the following table to indicate what fees (e.g., developer fee, asset management fee, property management fee, etc.) are to be paid to the PHA/PHA Affiliate.

Type of Fee/Description	Amount
	\$
	\$
	\$

XI. Additional Information on the Project

Instructions: In narrative form, provide any additional information on the project and business terms of which HUD should be aware when reviewing the terms for this phase. Such issues might include:

- unusual programs or fee structures HUD will need to evaluate;
- justifications for any fees or structures proposed outside of HUD's Safe Harbor or Cost Control limitations;
- effect of a consent decree on the mixed-finance project;
- market concerns;
- use of Capital Funds as bridge loan; and/or
- other circumstances that will result in unusual terms or the need for a delayed or accelerated closing.

Narrative on additional project/phase information:

XII. Mixed-Finance Proposal Components

The following chart summarizes the components of the mixed-finance proposal and indicates in what form the component should be addressed:

Mixed-Finance Proposal Section/Subsection	Where to Address	Regulatory Citation
1. Activities		
a) Identification of Participating Parties	Term Sheet	24 CFR 941.606(a)
b) Description of Activities	Term Sheet	24 CFR 941.606(a)
c) Legal and Business Relationships	Term Sheet	24 CFR 941.606(a)
2. Financing		
a) Sources and Uses	Term Sheet	24 CFR 941.606(b)
b) Ten Year Operating Pro Forma	Additional Submissions	24 CFR 941.606(b)
c) Documents Relating to Financing	Additional Submissions	24 CFR 941.606(b)
d) Draw Schedule	Additional Submissions	24 CFR 941.606(b)
3. Operating Subsidy Methodology	Term Sheet	24 CFR 941.606(c)
4. Development Description		
a) Number and Type of Public Housing	Term Sheet	24 CFR 941.606(d)

Mixed-Finance Proposal Section/Subsection	Where to Address	Regulatory Citation
Units w/ Bedroom Count		
b) Number and Type of Non-Public Housing Units w/ Bedroom Count	Term Sheet	24 CFR 941.606(d)
c) Schematic Drawings	Additional Submissions	24 CFR 941.606(d)
d) Building Designs	Additional Submissions	24 CFR 941.606(d)
e) Outline Specifications	Additional Submissions	24 CFR 941.606(d)
f) Plans for Non-Dwelling Space	Additional Submissions	24 CFR 941.606(d)
5. Site Information	Additional Submissions	24 CFR 941.606(e)
6. Market Study	Additional Submissions	24 CFR 941.606(f)
7. Development Construction Cost Estimate and Development Schedule	Additional Submissions	24 CFR 941.606(g)
8. Adequate Facilities		
a) Statement Addressing Adequacy of Existing Facilities and Services	Additional Submissions	24 CFR 941.606(h)
9. Relocation Plan (or copy of HUD Approval letter) or Relocation Plan Certification for FY02 HOPE VI Grantees		
a) List of Those to be Displaced	Additional Submissions	24 CFR 941.606(i)
b) Plan for Distribution of Notices	Additional Submissions	24 CFR 941.606(i)
c) Sources and Uses of Relocation Benefits	Additional Submissions	24 CFR 941.606(i)
10. Operating Feasibility	Ten-Year Operating Pro Forma	24 CFR 941.606(j)
11. Cost Comparison of New Construction	Additional Submissions	24 CFR 941.606(m)
12. Certifications and Assurances		
a) PHA has Legal Authority to Develop Public Housing	Additional Submissions	24 CFR 941.606(n)(1)(i)
b) Procurement Done in Open/Competitive Process w/ No Conflict of Interest	Additional Submissions	24 CFR 941.606(n)(1)(ii)
c) Contractors will Comply with Procurement and Conflict of Interest Requirements	Additional Submissions	24 CFR 941.606(n)(1)(ii)(A)

Mixed-Finance Proposal Section/Subsection	Where to Address	Regulatory Citation
d) Identity of Interest and Public Request for Bids	Additional Submissions	24 CFR 941.606(n)(1)(ii)(B)
e) Public Housing Units will be Operated in Accordance with Public Housing Requirements	Additional Submissions	24 CFR 941.606(n)(1)(iii)
f) Public Housing Units will Remain Available for Use by Low-Income Families	Additional Submissions	24 CFR 941.606(n)(1)(iii)

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

OMB Approval No. 2577-0157 (exp.1/31/2017)

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

Model Form of Agreement Between Owner and Design Professional

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

OMB Approval No. 2577-0157
(exp. 1/31/2017)

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control

These contracts between a HUD grantee (housing agency (HA)) and an architect/engineer (A/E) for design and construction services do not require either party to submit any materials to HUD. The forms provide a contractual agreement for the services to be provided by the A/E and establishes responsibilities of both parties pursuant to the contract. The regulatory authority is 24 CFR 85.36. These contractual agreements are required by Federal law or regulation pursuant to 24 CFR Part 85.36. Signing of the contracts is required to obtain or retain benefits. The contracts do not lend themselves to confidentiality.

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Introduction to Agreement

Agreement

made as of the _____ day of _____ in the year (yyyy) of _____

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

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

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

The Owner and Design Professional agree as set forth below.

Article A: Services

A 1.0 Design Professional's Basic Services

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

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

A 1.2 Phases and Descriptions of Basic Services.

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

Documents in this phase shall include:

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

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

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

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

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

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

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

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

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

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

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

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

- o Schematic Design/Preliminary Study Documents within _____ calendar days for the date of the receipt of a Notice to Proceed.
- o Design Development Documents within _____ calendar days from the date of receipt of written approval by the Owner of Schematic Design/Preliminary Study documents.
- o _____ calendar days from the date of receipt of written approval by the Owner of Design Development Documents.

A. 2.0 Design Professional's Additional Services

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

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

Article B: Compensation and Payment B.

1.0 Basic Services

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

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

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

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

B. 2.0 Reimbursables

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

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

B. 2.1.2 Long Distance Telephone Costs. Long distance telephone calls and long distance telefax costs.

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

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

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

B. 3.0 Additional Services

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

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

B. 4.0 Invoicing and Payments

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

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

Article C: Responsibilities

C. 1.0 Design Professional's Responsibilities

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

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

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

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

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

C. 1.5 Compliance with Laws, Codes, Ordinances and Regulations. The Design Professional shall perform services that conform to all applicable Federal, State and local laws, codes, ordinances and regulations except as modified by any waivers which may be obtained with the approval of the Owner. If the Project is within an Indian reservation, tribal laws, codes and regulations shall be substituted for state and local laws, codes, ordinances and regulations. However, on such a Native American Projects, the Owner may additionally designate that some or all state and local codes shall apply. In some of these circumstances, a model national building code may be selected by the Indian or Native American Owner. The Design Professional shall certify that Contract Documents will conform to all applicable laws, codes, ordinances and regulations. The Design Professional shall prepare all construction documents required for approval by all governmental agencies having jurisdiction over the project. The Design professional shall make all changes in the Bidding and Construction Documents necessary to obtain governmental approval without additional compensation or reimbursement, except in the following situations. If subsequent to the date the Owner issues a notice to proceed, revisions are made to applicable codes or non-federal regulations, the Design Professional shall be entitled to additional compensation and reimbursements for any additional cost resulting from such changes. The Design Professional, however, is obligated to notify the Owner of all significant code or regulatory changes within sixty (60) days of their change, and such notification shall be required in order for the Design Professional to be entitled to any additional compensation or reimbursement.

C. 1.6 Seal. Licensed Design Professionals shall affix their seals and signatures to drawings and specifications produced under this Agreement when required by law or when the project is located on an Indian Reservation.

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

C. 2.0 Owner's Responsibilities

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

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

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

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

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

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

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

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

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

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

Article D: Contract Administration

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

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

D. 1.2 Substitutions.

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

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

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

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

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

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

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

Insurance	Limits or Amount

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

Article E: Additional Requirements

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

E. 1.1 Contract Adjustments. Notwithstanding any other term or condition of this Agreement, any settlement or equitable adjustment due to termination, suspension or delays by the Owner shall be negotiated based on the cost principles stated at 48 CFR Subpart 31.2 and conform to the Contract pricing provisions of 24 CFR 85.36 (f).

E. 1.2 Additional Services. The Owner shall perform a cost or price analysis as required by 24 CFR 85.36 (f) prior to the issuance of a contract modification/amendment for Additional Services. Such Additional Services shall be within the general scope of services covered by this Agreement. The Design Professional shall provide supporting cost information in sufficient detail to permit the Owner to perform the required cost or price analysis.

E. 1.3 Restrictive Drawings and Specifications. In accordance with 24 CFR 85.36(c)(3)(i) and contract agreements between the Owner and HUD, the Design Professional shall not require the use of materials, products, or services that unduly restrict competition.

E. 1.4 Design Certification. Where the Owner is required by federal regulations to provide HUD a Design Professional certification regarding the design of the Projects (24 CFR 968.235), the Design Professional shall provide such a certification to the Owner.

E. 1.5 Retention and Inspection of Records. Pursuant to 24 CFR 85.26(i)(10) and (11), access shall be given by the Design Professional to the Owner, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the Design Professional which are directly pertinent to that specific Contract for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after the Owner or Design Professional and other subgrantees make final payments and all other pending matters are closed.

E. 1.6 Copyrights and Rights in Data. HUD has no regulations pertaining to copyrights or rights in data as provided in 24 CFR 85.36. HUD requirements, Article 45 of the General Conditions to the Contract for Construction (form HUD-5370) requires that contractors pay all royalties and license fees. All drawings and specifications prepared by the Design Professional pursuant to this contract will identify any applicable patents to enable the general contractor to fulfil the requirements of the construction contract.

E. 1.7 Conflicts of Interest. Based in part on federal regulations (24 CFR 85.36(b)) and Contract agreement between the Owner and HUD, no employee, officer, or agent of the Owner (HUD grantee) shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Such a conflict would arise when:

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

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

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

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

E. 1.8 Disputes. In part because of HUD regulations (24 CFR 85.36(i)(1)), this Design Professional Agreement, unless it is a small purchase contract, has administrative, contractual, or legal remedies for instances where the Design Professional violates or breaches Agreement terms, and provide for such sanctions and penalties as may be appropriate.

E. 1.9 Termination. In part because of HUD regulations (24 CFR 85.36(i)(2)), this Design Professional Agreement, unless it is for an amount of \$10,000 or less, has requirements regarding termination by the Owner when for cause or convenience. These include the manner by which the termination will be effected and basis for settlement.

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

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

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

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

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3.

As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

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

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

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

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

G. Reserved.

H. Reserved.

E. 1.13 Reserved.

E. 1.14 Clean Air and Water. (Applicable to contracts in excess of \$100,000). Because of 24 CFR 85.36(i)(12) and Federal law, the Design Professional shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857h-4 transferred to 42 USC § 7607, section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), on all contracts, subcontracts, and subgrants of amounts in excess of \$100,000.

E. 1.15 Energy Efficiency. Pursuant to Federal regulations (24 C.F.R 85.36(i)(13)) and Federal law, except when working on an Indian housing authority Project on an Indian reservation, the Design Professional shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163 codified at 42 U.S.C.A. § 6321 et. seq.).

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

E. 1.17 Non-applicability of Fair Housing Requirements in Indian Housing Authority Contracts. Pursuant to 24 CFR section 905.115(b) title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), which prohibits discrimination on the basis of race, color or national origin in federally assisted programs, and the Fair Housing Act (42 U.S.C. 3601-3620), which prohibits discrimination based on race, color, religion, sex, national origin, handicap, or familial status in the sale or rental of housing do not apply to Indian Housing Authorities established by exercise of a Tribe's powers of self-government.

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

Article F: Other Owner Requirements (if any)

(Continue on additional pages as necessary)

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

Owner

Design Professional

(Housing Authority)

(Firm)

(Signature)

(Signature)

(Print Name)

(Print Name)

(Print Title)

(Print Title)

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

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

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

Owner

Design Professional

(Housing Authority)

(Firm)

(Signature)

(Signature)

(Print Name)

(Print Name)

(Print Title)

(Print Title)

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

**Instructions to Bidders for Contracts
Public and Indian Housing Programs**

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

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

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

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

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

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

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

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

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

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[] (3) a 20 percent cash escrow;

[] (4) a 25 percent irrevocable letter of credit; or,

[] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

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

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [] does [] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

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

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

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

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

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

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

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

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 1/31/2017)

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

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

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

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

The information requested does not lend itself to confidentiality.

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

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1. Definitions

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

3. Architect's Duties, Responsibilities, and Authority

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

2. Contractor's Responsibility for Work

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

4. Other Contracts

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

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

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

6. Construction Progress Schedule

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

7. Site Investigation and Conditions Affecting the Work

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

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

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

8. Differing Site Conditions

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

9. Specifications and Drawings for Construction

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

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

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

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

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

10. As-Built Drawings

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

11. Material and Workmanship

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

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

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

12. Permits and Codes

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

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

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

13. Health, Safety, and Accident Prevention

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

14. Temporary Heating

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

15. Availability and Use of Utility Services

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

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

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

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

17. Temporary Buildings and Transportation of Materials

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

18. Clean Air and Water

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

19. Energy Efficiency

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

20. Inspection and Acceptance of Construction

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

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

21. Use and Possession Prior to Completion

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

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

22. Warranty of Title

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

23. Warranty of Construction

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

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

24. Prohibition Against Liens

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

Administrative Requirements

25. Contract Period

this contract within _____ calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

26. Order of Provisions

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

27. Payments

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

basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved

submitted not later than _____ days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.

- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

Name:

Title:

Date:

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

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

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

28. Contract Modifications

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

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

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

29. Changes

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

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- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.
 - (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
 - (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change. The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.
 - (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
 - (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
 - (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
 - (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

30. Suspension of Work

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

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

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

31. Disputes

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

32. Default

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

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

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

33. Liquidated Damages

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

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

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

34. Termination for Convenience

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

35. Assignment of Contract

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

36. Insurance

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

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

- (3) Automobile Liability on owned and non -owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount] per occurrence.

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

37. Subcontracts

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

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

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

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

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

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

39. Equal Employment Opportunity

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

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

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

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

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

41. Interest of Members of Congress

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

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

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

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

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

44. Royalties and Patents

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

45. Examination and Retention of Contractor's Records

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

46. Labor Standards - Davis-Bacon and Related Acts

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

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

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

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

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

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

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

make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

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

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

- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (i) Certification of eligibility.
 - (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
 - (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause.
 - (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.
- (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

47. Non-Federal Prevailing Wage Rates

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

48. Procurement of Recovered Materials.

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

REQUIREMENTS FOR SECTION 3 OF THE HUD ACT OF 1968**A. CONE OF SILENCE EXEMPTION ***NEW*****

Public Housing and Community Development (PHCD) staff and bidders may communicate while a bid is in progress and prior to award of bid to clarify Section 3 definitions, requirements and business preference procedures, pursuant the Miami-Dade Commission on Ethics opinion on March 10, 2004.

B. GENERAL REQUIREMENTS

1. This contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations in 24 Code of Federal Regulations (CFR) Part 135, as amended by interim rule published on June 30, 1994 (59 FR 33866).
2. **Section 3** (24 CFR Part 135.1) requires that, employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible and consistent with Federal, State and local laws and regulations, be directed to 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.
3. Section 3 requires recipients, contractors and subcontractors to direct their efforts to award Section 3 covered contract, to the greatest extend feasible, to Section 3 Business Concerns. Section 3 businesses must comply with procedures and requirements, including deadlines mentioned in this document.
4. Contractors must familiarize themselves with Section 3 regulations and requirements. Contractors interested in receiving more information on Section 3 requirements, or interested in becoming a PHCD-certified Section 3 Businesses shall contact PHCD Section 3 Coordinator at Section3@miamidade.gov. **Note: In order for a contractor/bidder to qualify for a Section 3 contracting preference, the contractor/bidder must be pre-certified by PHCD as a Section 3 business, at least two weeks prior to the bid opening date.**
5. All contractors/bidders (Section 3 and non-Section 3) are required to execute and submit under the MCC 7360 Plan Contract all the required forms listed on Section F of this document at the time of bidding and post-award. **Contractors who do not submit the required documents will not be permitted to bid on any PHCD work covered under this contract.**

MIAMI-DADE COUNTY BID NO.: PHCD RPQ #
PUBLIC HOUSING AND COMMUNITY DEVELOPMENT
APPENDIX B

C. SECTION 3 - CLAUSE (24 CFR 135.38):

All section 3 covered contracts shall include the following clause (referred as the section 3 clause). The successful bidder (contractor), and bidder's subcontractors, are bound by the *Section 3 Clause* and must be included in all subcontractor agreements.

- 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 the employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to 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. Non-compliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

APPENDIX B

D. DEFINITIONS

1. **Contractor** means any entity which contracts to perform work generated by the expenditure of section 3 covered assistance, or for work in connection with a section 3 covered project.
2. **HUD Youthbuild programs** mean program that receive federal assistance 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.
3. **Low-income person** refers to families (including single persons) whose incomes do not exceed 80% (percent) of the area median income (AMI).
4. **New hires** mean full-time employees for permanent, temporary or seasonal employment opportunities. This includes, but is not necessarily limited to, all management, maintenance, clerical and administrative jobs arising in connection with the development(s) stipulated in the contract award.
5. **Section 3 business concern (Section 3 business)** means a business concern (a) that is 51% (percent) or more owned by section 3 residents; (b) Whose permanent, full-time employees include persons, at least 30% (percent) of whom are currently section 3 residents, or within three (3) years of the date of first employment within the business concern were section 3 residents; or (c) That provides evidence of a commitment to subcontract in excess of 25% (percent) of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications of Section 3 business concerns set forth in (a) and (b).
6. **Section 3 covered contract** means 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.
7. **Section 3 covered project** means 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.
8. **Section 3 Economic Opportunity and Affirmative Marketing Plan** (Plan), is the contractor's certification that he or she will (a) take all necessary affirmative marketing steps required, in connection with each PHCD project award, to meet Section 3 subcontracting goals and ensure Section 3 business (where subcontracting is to take place) are used, and (b) meet Section 3 training and employment goals, where feasible, when filling vacant or new positions resulting from PHCD awards (applicable to all bidders who submit bids for PHCD work), and also seek to recruit qualified minorities and women to fill vacant or new positions resulting from PHCD awards.
9. **Section 3 Resident** means (a) a public housing resident; (b) an individual who lives in Miami-Dade County, and who is a low-income person, or a very low-income person; or (c) a person seeking the training and employment preference provided by section 3 bears the responsibility of providing evidence (if requested) that they are eligible for the preference.
10. **Subcontractor** means any 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.



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APPENDIX B

11. **Very Low- Income person** refers to families (including single persons) whose incomes do not exceed **50%** (percent) of the area median income (AMI).

12. The **Miami-Dade County's (MDC) Income Limits for Low- and Very Low-Income** persons are updated annually by HUD. The MDC Income Limits listed below can also be found in PHCD's website at: <http://www.miamidade.gov/housing/income-limits.asp>.

MIAMI-DADE COUNTY INCOME LIMITS FOR LOW AND VERY LOW INCOME PERSONS
EFFECTIVE: March 28, 2016

	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
*Very Low Income (50% of area median income)	\$24,850	\$28,400	\$31,950	\$35,500	\$38,350	\$41,200	\$44,050	\$46,900
** Low-Income (80% of area median income)	\$39,800	\$45,450	\$51,150	\$56,800	\$61,350	\$65,900	\$70,450	\$75,000

E. PREFERENCE FOR SECTION 3 BUSINESS CONCERNS (24 CFR 135.36)

1. ORDER OF PROVIDING PREFERENCE/ PRIORITY RANKINGS:

a) Order of providing preference. Recipients, contractors and subcontractors shall be directed to award Section 3 covered contracts, to the greatest extent feasible, to a section 3 business concerns in the order of priority provided below.

Category 1 Business (Highest Priority)	Section 3 business that: (a) Is 51% or more owned by residents of a PHCD's housing development, or (b) Whose full-time, permanent workforce includes 30% of these residents as employees¹.
Category 2 Business	Section 3 business that: (a) Is 51% or more owned by residents of other PHCD's housing developments or programs, or (b) Whose full-time, permanent workforce includes 30% of these residents as employees or that were Section 3 Residents within three years of the date of first employment with the Section 3 Business. .
Category 3 Business	Section 3 business whose employees are participants in HUD Youthbuild program currently operating in Miami-Dade County by YWCA of Greater Miami, Inc. For more information, contact YWCA of Greater Miami, Inc. at 305-377-9922.
Category 4 Business	Section 3 business that: (a) Is 51% or more owned by Section 3 residents (Low- or Very Low-Income persons); or (b) Whose permanent, full-time workforce includes no less than 30% of Section 3 residents as employees¹; or (c) That subcontract in excess of 25% (percent) of the total amount of subcontracts to Section 3 Business defined in Categories 1 and 2 only.

¹To claim Section 3 Business preference based on employees that are Section 3 Residents, at least 30% of the permanent, full time workforce of the business shall include current Section 3 Residents, or employees that were Section 3 Residents within three years of the date of first employment with the Section 3 Business.

b) Eligibility for preference. A business concern seeking to qualify for a section 3 contracting preference shall certify or submit evidence, if requested, that the business concern is a Section 3 Business concern.

c) Ability to complete contract. A Section 3 Business concern seeking a contract or a subcontract shall submit evidence to the recipient, contractor, or subcontractor (as applicable), if requested, sufficient to demonstrate to the satisfaction of the party awarding the contract that the business concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract.

APPENDIX B

2. AWARD - PROCUREMENT PROCEDURES THAT PROVIDE FOR PREFERENCE FOR SECTION 3 BUSINESS CONCERNS:

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

- I. Bids are being solicited from all businesses (section 3 business and non-section 3 business). Where applicable, an award will be made to the LOWEST responsive, responsible bidder, pre-certified as Section 3 Business, with the highest priority ranking, as stipulated above in Section E.1, if that bid:
 - a) is within the maximum total contract price established in PHCD's budget, and
 - b) is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

Bid Amount	X = Lesser of:
When the lowest responsive bid is less than \$100,000	10% of that bid, or \$9,000
When the lowest responsive bid is:	
At least \$100,000, but less than \$200,000	9% of that bid, or \$16,000
At least \$200,000, but less than \$300,000	8% of that bid, or \$21,000
At least \$300,000, but less than \$400,000	7% of that bid, or \$24,000
At least \$400,000, but less than \$500,000	6% of that bid, or \$25,000
At least \$500,000, but less than \$1 million	5% of that bid, or \$40,000
At least \$1 million, but less than \$2 million	4% of that bid, or \$60,000
At least \$2 million, but less than \$4 million	3% of that bid, or \$80,000
At least \$4 million, but less than \$7 million	2% of that bid, or \$105,000
\$7 million or more	1 and ½ % of that bid, with no dollar limit

- II. The contract shall be awarded to the lowest responsive responsible bidder if no responsive bid by a PHCD pre-certified Section 3 business concern meets the above-defined "X" factor.

F. REQUIREMENTS AND PROCEDURES

1. SUBCONTRACTING GOALS

Each recipient, contractor and subcontractor may demonstrate compliance with the "greatest extent feasible" requirement of Section 3 by meeting the numerical goals set for providing training, employment, and contracting opportunities to Section 3 Residents and Section 3 Business Concerns.

If subcontractors are to be used, *contractor* must take the following affirmative action steps to outreach to Section 3 Businesses concerns, (*multi-trade projects only*), in addition, contractors and subcontractors must adhere to the provision set on the "Section 3 Economic Opportunity and Affirmative Marketing Plan".

- a) **Award** to Section 3 Business Concerns: **(1) At least 10% (percent) of the total dollar amount of all Section 3 covered contracts for building trades work** for maintenance, repairs, modernization or development of public or Indian housing or for building trades work arising in connection with housing rehabilitation, housing construction and other public

APPENDIX B

construction; and (2) At least three (3%) percent of the total dollar amount of all other section 3 covered contracts, where feasible.

- b) *Divide the work into smaller components, where feasible, to facilitate subcontracting opportunities to Section 3 businesses.*
- c) *Document the outreach steps taken, consistent with the steps listed on the "Section 3 Economic Opportunity and Affirmative Marketing Plan" to demonstrate compliance in solicitation to Section 3 businesses.*
- d) *The contractor and its subcontractors must meet applicable requirements, follow the outreach steps described in the contractor's executed Plan, and submit the required PHCD's post-award forms in the frequency and format requested by PHCD during the performance of the contract. **Failure to comply with the requirements in the time frame requested may result in sanctions, termination of the contract for default, and debarment or suspension from future USHUD-assisted contracts.***

2. TRAINING AND EMPLOYMENT OPPORTUNITIES - RECRUITMENT

If subcontracting, *contractor and subcontractors* shall comply with the numerical goals for training and employment for new hires. Efforts to employ section 3 residents, to the greatest extent feasible, should be made at all job levels. Therefore, contractor and subcontractors shall comply with training and employment steps outlined in the "*Section 3 Economic Opportunity and Affirmative Marketing Plan*", and must adhere to the following provisions:

- a) *Commit to undertake efforts to train and hire qualified Section 3 residents for their existing vacant or new positions in connection with this award, to the greatest extent feasible, **at a minimum 30% of the total number of new hires for existing vacant or new positions**, during the term of the contract following the order of priority order for Section 3 residents indicated under Section H of this document.*
- b) *Explain to all job applicants how to claim Section 3 preference using PHCD forms provided at each pre-construction meeting.*
- c) *Include Section 3 preference language in any job news ads, flyers, and community notices, and provide preference to Section 3 residents in the hiring and training opportunities in connection with this award. Notices must be placed at the job-site where work is to take place and in the surrounding community during the performance of the contract.*
- d) *Must submit the required PHCD's post-award forms listed in Section G in the frequency and format requested by PHCD on their efforts made to train and/or employ Section 3 residents in connection with this award and the results during the performance of the contract. **Failure to comply with the requirements in the time frame requested may result in sanctions, termination of the contract for default, and debarment or suspension from future USHUD-assisted contracts.***



MIAMI-DADE COUNTY BID NO.: PHCD RPQ #
PUBLIC HOUSING AND COMMUNITY DEVELOPMENT
APPENDIX B

G. REQUIRED DOCUMENTS FOR SUBMISSION

1. **PRE-AWARD:** Contractors/bidders must complete and submit the applicable documents listed below with the bid package:

Submit with BID Package if,		"NOT" SUBCONTRACTING		"SUBCONTRACTING"
Doc. #	Document/Form Name	For Single-Trade Projects	For Multi-Trade Projects	For Multi-Trade Projects
00200	Section 3 Business Preference Claim (Only if claiming Section 3 preference)	X	X	X
00400	Section 3 Economic Opportunity and Affirmative Marketing Plan (Plan)	X	X	X
00450	Contractors/Subcontractors Estimated Project Work Force Breakdown	X	X	

2. **POST-AWARD PROCESS:** The lowest responsive, responsible bidder selected and its subcontracts, must complete and submit the following documents within 14 days of notification the following documents:

AWARD PROCESS - REQUIRED DOCUMENTS IF "SUBCONTRACTING"			
Doc. #	Document/Form Name	For Single-Trade Projects	For Multi-Trade Projects
00401	Section 3 Resident Preference Claim (Awardee shall distribute this form to all job applicants)	N/A	N/A
00402	Section 3 Resident Household Income Certification (Awardee shall distribute this form to all job applicants)	N/A	N/A
00403	Training and Employment Outreach		X
00404	Section 3 Language for News Ads, Flyers and Job Notices (For inclusion in awardee's jobs ads)	N/A	N/A
00406	Letter of Intent to Subcontract/Solicit Section 3 Businesses		X
00408	Certificate of Unavailability		X
00430	List of Subcontractors Utilization		X
00450	Contractors/Subcontractors Estimated Project Work Force Breakdown	X	X
00452	Employee List	X	X
00453	Contractor/Subcontractor Certification		X



MIAMI-DADE COUNTY BID NO.: PHCD RPQ #
PUBLIC HOUSING AND COMMUNITY DEVELOPMENT
APPENDIX B

H. Preference for Section 3 Residents in Training and Employment Opportunities (24 CFR 135.34)

- a) *Order of providing preference.*** Contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated by HUD funded projects to section 3 residents in the order of priority provided below.

Category 1 Residents (Highest priority)	Residents of the PHCD's public housing development or developments where work is to take place.
Category 2 Residents	Residents of other PHCD's public housing developments or programs managed by PHCD.
Category 3 Residents	Participants in HUD Youthbuild programs currently operating in Miami-Dade County. For more information, contact YWCA of Greater Miami, Inc. at 305-377-9922.
Category 4 Residents	Other Section 3 Residents: (a) Recipients of federal government housing assistance programs, such as Section 8, Section 202, HOME, etc., or who are participants in a federally funded job training program, such as Wages, etc, or (b) Individuals who reside in Miami-Dade County, and meet the definition of a low- or very low-income person.

- b) *Eligibility for preference.*** A *Section 3 Resident* seeking the preference in training and employment *shall certify, and submit evidence to the recipient, contractor or subcontractor, that the person is a Section 3 Resident as defined above.* Example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.

- c) *Eligibility for employment.*** Contractors and subcontractors are not required to hire/employ a Section 3 Resident who does not meet the qualifications of the position to be filled.

I. EMPLOYMENT OPPORTUNITIES

For information on employment opportunities and application assistance, contact the South Florida Workforce, at 305-594-7615, ext. 369, or www.careersourcesfl.com or the State of Florida at www.employflorida.com/.

BID REQUIREMENTS PACKAGE REQUEST

DATE: _____

To: Administrative Services Division – Compliance Unit

FROM: _____

RE: Request for Bid Requirements Package

① ATTACH COPY OF THE NOTICE OF INTENT TO BID

DEVELOPER/AGENCY INFORMATION		
1) FUNDED DEVELOPER/AGENCY / MUNICIPALITY / COUNTY DEPARTMENT ↓		2) ADDRESS ↓
3) CONTACT PERSON (NAME & TITLE) ↓		4) E-MAIL ADDRESS [IF KNOWN] ↓
5) TELEPHONE NUMBER ↓		6) FAX NUMBER ↓
PROJECT/ACTIVITY INFORMATION		
7) PROJECT /ACTIVITY NAME ↓		8) IDIS OR PROJECT / ACTIVITY NUMBER ↓
9) PROJECT CATEGORY [E.G. HOUSING, CAPITAL IMPROVEMENT, ETC] ↓		10) PROJECT /ACTIVITY ADDRESS & FOLIO NUMBER(S) [IF KNOWN] ↓
11) ACTIVITY / PROJECT DESCRIPTION ↓		
① ATTACH COPY OF THE FOLLOWING DOCUMENTS: <ul style="list-style-type: none"> ▪ SCOPE OF SERVICES [ATTACHMENT A] FROM CURRENT CONTRACT ▪ ACTION STEP FORMAT [ATTACHMENT A1] FROM CURRENT CONTRACT 		
PROJECT FUNDING INFORMATION		
12) LIST PHCD FUNDING SOURCE(S) AND AMOUNT(S)		13) BUDGET INFORMATION
<u>FUNDING SOURCE</u>	<u>FUNDING YEAR</u>	<u>AMOUNT</u>
		\$
		\$
		\$
		\$
		\$
		\$
TOTAL		\$
① ATTACH COPY OF THE FOLLOWING DOCUMENT <ul style="list-style-type: none"> ▪ BUDGET [ATTACHMENT B] FROM CURRENT CONTRACT(S) 		

THIS SPACE FOR OFFICIAL USE ONLY ♦ LABOR STANDARDS ♦ THIS SPACE FOR OFFICIAL USE ONLY



SECTION 3 BUSINESS PREFERENCE CLAIM FORM
DOCUMENT 00200

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

I, _____ certify that this _____
 (Name of owner) (Business Name)
 has been certified by PHCD as a Section 3 Business. Therefore, I am claiming contracting preference under the following category:

Initials	Category	Section 3 Business' Categories: (Only initial the category that best applies to your business)
	1	Section 3 business that: (a) Is 51% or more owned by residents of a PHCD's housing development (PH residents), or (b) Whose full-time, permanent workforce includes 30% of these residents as employees ¹ .
	2	Section 3 business that: (a) Is 51% or more owned by residents of other PHCD's housing developments/ programs (PH residents or participants in any other housing program managed by PHCD), or (b) Whose full-time permanent workforce includes 30% of these residents as employees or that were Section 3 Residents within three years of the date of first employment with the Section 3 Business.
	3	Section 3 business whose employees are participants in HUD Youthbuild program currently operating in Miami-Dade County by YWCA of Greater Miami, Inc. For more information, contact YWCA of Greater Miami, Inc. at 305-377-9922.
	4	Section 3 business that: (a) Is 51% or more owned by Section 3 residents (Low- or Very Low-Income persons); or (b) Whose permanent, full-time workforce includes no less than 30% of Section 3 residents as employees¹ ; or (c) Provides evidence of a commitment to subcontract in excess of 25% (percent) of the total amount of subcontracts to Section 3 Business defined in Categories 1 and 2 only.

¹To claim Section 3 Business preference based on employees that are Section 3 Residents, 30% of the permanent, full time workforce of the business shall include current Section 3 Residents, or employees that were Section 3 Residents within three years of the date of first employment with the Section 3 Business.

If awarded, awardee/contractor is required to provide the applicable documentation for the preference category being claimed, including but not limited to Document 00401, Section 3 Resident Preference Claim; Document 00402, Section 3 Resident Household Income Certification; Document 00452, Employee List, and Document 00406, Letter of Intent to Subcontract/Solicit Section 3 Businesses. **FAILURE TO PROVIDE DOCUMENTATION SHALL INVALIDATE BIDDER'S SECTION 3 BUSINESS PREFERENCE CLAIM.**

(Print Name)		(Signature/ Date)	
(Title)		(Phone Number)	Email address
(Company/Business/Firm Name)		(Address)	
BID Number		BID Name	

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





Section 3 Economic Opportunity and Affirmative Marketing Plan
DOCUMENT 00400

(To be completed and submitted by all bidders)

BID Number		BID Name	
(Name of business owner, officer, representative, agent)		(Company/Business/Firm Name)	

The individual above, (awardee/contractor), is responsible for planning, implementing and tracking firm's Section 3 and affirmative marketing training, employment and contracting goals applicable to Public Housing and Community Development (PHCD) projects and must comply with United States Housing and Urban Development's (USHUD) Section 3 regulation at 24 CFR Part 135 (email PHCD section3@miamidade.gov to obtain a copy).

Section I: Recruitment Procedures Required to Fill Vacant or New Positions Resulting from PHCD Awards (Applicable to Single Trade and Multi-Trade Projects)

1. Request from PHCD Section 3 Coordinator employment referrals from public housing residents, Section 8 and other housing program recipients, and low-income persons by email Section3@miamidade.gov.
2. Advertise the training and employment opportunities at the jobsite and surrounding neighborhood for targeted Section 3 residents and use the following language, which is available in Document 00404 "**Section 3 Language for News Ads, Flyers and Job Notices**" in all job notices and flyers:
 "This project/activity/solicitation, in whole or in part, will be assisted through the Miami-Dade County Public Housing and Community Development with Federal funding and is covered under 24 CFR Part 135, Section 3 Economic Opportunities. Section 3 requires that job training, employment and contracting opportunities be directed to very-low and low-income persons or business owners who live in the project's area."
3. Schedule a time and place convenient for public housing and other Section 3 residents to complete job applications and conduct job interviews, if applicable.
4. Contact YWCA of Greater Miami, Inc. at 305-377-9922, or fax 305-373-9922, for HUD Youthbuild employment referrals. You may also visit their web-site at www.ywca-miami.org for more information.
5. Send notices about Section 3 training and employment obligations and opportunities required for Public Housing and Community Development projects to labor organizations, where applicable (review **Section 3 Clause**).
6. Present Document 00401, "**Section 3 Resident Preference Claim**" to all job applicants, explaining S-3 residents will receive preference in the recruitment process, if they meet minimum job eligibility criteria.
7. Ensure applicants that claim a Section 3 preference provide proof as described in Document 00401, or complete Document 00402, "**Section 3 Resident Household Income Certification**" (Public housing residents must receive the highest preference points during the interview/selection process.)
8. Awardee/contractor and subcontractors are required to: (a) establish files to document all recruitment efforts and results when filling vacancies or new positions in connection with PHCD projects; (b) use Document 00403, "**Training & Employment Outreach**" form to document agency referral responses, and (c) produce evidence of recruitment efforts to PHCD as requested.
9. Awardee/contractor is responsible for collection of subcontractor(s) training and employment documentation outreach efforts described in this document, new hire reports (required) and weekly employment forms (only when subcontractor(s) hire workers for vacant or new positions in connection with PHCD awards).
10. **Will Subcontractor(s) be used? YES** ☐ / **NO** ☐. If yes, Awardee/contractor is also required to comply with section II of this document.

Section II: Awardee/contractor Recruitment of Section 3 Businesses (Solicitation Requirements Applicable to Multi-Trade Projects Only)

Awardee/contractor will follow Plan's affirmative marketing steps for each PHCD award, when subcontracting work, to **Award** to Section 3 Business Concerns: **(1) At least 10% (percent) of the total dollar amount of all Section 3 covered contracts for building trades work for maintenance, repairs, modernization or development of public or Indian housing or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and (2) At least three (3%) percent of the total dollar amount of all other section 3 covered contracts,**

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Section 3 Economic Opportunity and Affirmative Marketing Plan

DOCUMENT 00400

where feasible. Awardee/contractor who subcontracts work is required to provide PHCD with a written explanation if the Section 3 minimum subcontracting goal is not met.

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

1. Refer any interested subcontractors that may meet the criteria to become a certified Section 3 business to PHCD Section 3 Coordinator (Compliance) for assistance with completions and submittal of Section 3 Business Application.
2. Request from PHCD Section 3 Coordinator employment referrals from public housing residents, and other housing program recipients, and low-income persons by email Section3@miamidade.gov.
3. Advertise for Section 3 subcontractors (subs) in construction trade journals, and post notices and distributes flyers at work site and surrounding neighborhood. The purpose of such advertisements is to make prospective subs aware of the Section 3 preference requirements applicable to PHCD project awards.
4. Send via fax, email or hand-deliver the **“Letter of Intent to Subcontract/Solicit Section 3 Businesses”**, and the **“Certificate of Unavailability”** forms, to all prospective subcontractor businesses for work in connection with each PHCD award.
5. Allow each subcontractor a minimum of five (5) business days to respond to contractor’s solicitation by returning the applicable form(s) completed and signed. All forms received from Section 3 Businesses subcontractors must be sent to PHCD within 14 days of notification.
6. Use the *Document 00403 “Training and Employment Outreach”* form to document recruitment and follow-up with subcontractors. Make a second attempt to solicit to any Section 3 businesses who did not respond to the first solicitation attempt, using a variety of communication methods, i.e. facsimile, telephone, pager, e-mail, etc.
7. Awardee/contractor is required to retain any documentation of outreach efforts and responses received from any organizations and subcontractors contacted for each PHCD project award, for three years after project completion.
8. Awardee/Contractor is required to submit all post award forms referenced in this document to PHCD, via email at Section3@miamidade.gov, within 14 days of notification.
9. Other post-award required submittals may include *Document 00430 “List of Subcontractors Utilization Section 3, Business”*, *Document 00450 “Contractors/Subcontractors Estimated Project Work Force Breakdown”*, *Document 00452 “Employee List”* and, *Document 00453 “Contractor/Subcontractor Certification”*.

(Print Name)		(Signature/ Date)	
(Title)	(Phone Number)	Email address	
(Company/Business/Firm Name)		(Address)	
BID Number		BID Name	

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

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





PUBLIC HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR/SUBCONTRACTOR ESTIMATED PROJECT WORK FORCE BREAKDOWN

Document 00450

All bidders are required to submit this document with the bid package.

BID Name: _____	BID Number: _____	Date: ____/____/____	
_____	_____	_____	
Contractor Print Name	Contractor Company Name	Email address	Phone #

A	B	C	D	E	F	G
		(REFER TO BOX "C" TO COMPLETE BOXES "E"- "G")				
Job Category	No. Positions Occupied by Permanent Employees (<u>for ea. job category</u>)	No. of Positions <u>Not Occupied</u>	Total Estimated Positions Needed for Project (<u>Box B + Box C</u>)	No. of Positions to be Filled with Section 3 Residents	<u>Full</u> or <u>Part</u> time	Indicate If Permanent, Temporary or Seasonal
Office Supervisor						
Office Clerical						
Professionals						
*Service Workers						
Trainees						
Others—(Specify Trade or Service; Journeyman or Apprentice)						

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





PUBLIC HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR/SUBCONTRACTOR ESTIMATED PROJECT WORK FORCE BREAKDOWN

Document 00450

A	B	C	D	E	F	G
		(REFER TO BOX "C" TO COMPLETE BOXES "E"- "G")				
Job Category	No. Positions Occupied by Permanent Employees (for ea. job category)	No. of Positions <u>Not Occupied</u>	Total Estimated Positions Needed for Project (<u>Box B + Box C</u>)	No. of Positions to be Filled with Section 3 Residents	<u>Full</u> or <u>Part</u> time	Indicate If Permanent, Temporary or Seasonal
Office Supervisor	1	0	1	0	-	-
Office Clerical	0	1	1	1	F	P
Professionals	1	1	2	1	F	T
*Service Workers	1	2	3	1	F	T
Trainees	2	2	4	2	P	T
Others—(Specify Trade or Service; Journeyman or Apprentice)						
<i>Mechanic--Journeyman</i>	1	0	1	0	F	P

SAMPLE

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



Fact Sheet #66: The Davis-Bacon and Related Acts (DBRA)

This fact sheet provides general information concerning DBRA.

Coverage

DBRA requires payment of prevailing wages on federally funded or assisted construction projects. The [Davis-Bacon Act](#) applies to each federal government or District of Columbia contract in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of [public buildings or public works](#). Many federal laws that authorize federal assistance for construction through grants, loans, loan guarantees, and insurance are Davis-Bacon “related Acts.” The “related Acts” include provisions that require Davis-Bacon labor standards apply to most federally assisted construction. Examples of “related Acts” include the Federal-Aid Highway Acts, the Housing and Community Development Act of 1974, and the Federal Water Pollution Control Act.

Basic Provisions/Requirements

Contractors and subcontractors must pay [laborers and mechanics employed](#) directly upon the [site of the work](#) at least the locally prevailing wages (including fringe benefits), listed in the Davis-Bacon wage determination in the contract, for the work performed. [Davis-Bacon labor standards clauses](#) must be included in covered contracts.

The Davis-Bacon “prevailing wage” is the combination of the basic hourly rate and any fringe benefits listed in a Davis-Bacon wage determination. The contractor’s obligation to pay at least the prevailing wage listed in the contract wage determination can be met by paying each laborer and mechanic the applicable prevailing wage entirely as cash wages or by a combination of cash wages and employer-provided bona fide fringe benefits. Prevailing wages, including fringe benefits, must be paid on all hours worked on the site of the work.

Apprentices or trainees may be employed at less than the rates listed in the contract wage determination only when they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department.

Contractors and subcontractors are required to pay covered workers weekly and submit weekly certified payroll records to the contracting agency. They are also required to post the applicable Davis-Bacon wage determination with the [Davis-Bacon poster \(WH-1321\)](#) on the job site in a prominent and accessible place where they can be easily seen by the workers.

Davis-Bacon Wage Determinations

Davis-Bacon wage determinations are published on the Wage Determinations On Line ([WDOL](#)) website for contracting agencies to incorporate them into covered contracts. The “prevailing wages” are determined based on wages paid to various classes of laborers and mechanics employed on specific types of construction projects in an area. Guidance on determining the type of construction is provided in All Agency Memoranda [Nos. 130](#) and [131](#).

Penalties/Sanctions and Appeals

Contract payments may be withheld in sufficient amounts to satisfy liabilities for underpayment of wages and for liquidated damages for overtime violations under the Contract Work Hours and Safety Standards Act (CWHSSA). In addition, violations of the Davis-Bacon contract clauses may be grounds for contract termination, contractor liability for any resulting costs to the government and debarment from future contracts for a period up to three years.

Contractors and subcontractors may challenge determinations of violations and debarment before an Administrative Law Judge (ALJ). Interested parties may appeal ALJ decisions to the Department's Administrative Review Board. Final Board determinations on violations and debarment may be appealed to and are enforceable through the federal courts.

Typical Problems

(1) Misclassification of laborers and mechanics. (2) Failure to pay full prevailing wage, including fringe benefits, for all hours worked (including overtime hours). (3) Inadequate recordkeeping, such as not counting all hours worked or not recording hours worked by an individual in two or more classifications during a day. (4) Failure of to maintain a copy of bona fide apprenticeship program and individual registration documents for apprentices. (5) Failure to submit certified payrolls weekly. (6) Failure to post the Davis-Bacon poster and applicable wage determination.

Relation to State, Local, and Other Federal Laws

The [Copeland "Anti-Kickback" Act](#) prohibits contractors from in any way inducing an employee to give up any part of the compensation to which he or she is entitled under his or her contract of employment, and requires contractors to submit a weekly statement of the wages paid to each employee performing DBRA covered work.

Contractors on projects subject to DBRA labor standards may also be subject to additional prevailing wage and overtime pay requirements under State (and local) laws. Also, overtime work pay requirements under CWHSSA) and the [Fair Labor Standards Act](#) may apply.

Under [Reorganization Plan No. 14 of 1950](#), (5 U.S.C.A. Appendix), the federal contracting or assistance-administering agencies have day-to-day responsibility for administration and enforcement of the Davis-Bacon labor standards provisions and, in order to promote consistent and effective enforcement, the Department of Labor has regulatory and oversight authority, including the authority to investigate compliance.

Where to Obtain Additional Information

For additional information, visit our Wage and Hour Division Website: <http://www.wagehour.dol.gov> and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (1-866-487-9243).

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

U.S. Department of Labor
Frances Perkins Building
200 Constitution Avenue, NW
Washington, DC 20210

1-866-4-USWAGE
TTY: 1-866-487-9243
[Contact Us](#)

The Davis-Bacon Act, as Amended



U.S. Department of Labor
Wage and Hour Division

WH Publication 1246
(Revised April 2009)

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Voice phone: 202-693-0675
TDD* phone: 202-523-9530

An Act

To revise, codify, and enact without substantive change certain general and permanent laws, related to public buildings, property, and works, as title 40, United States Code, “Public Buildings, Property, and Works”.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. TITLE 40, UNITED STATES CODE.

Certain general and permanent laws of the United States, related to public buildings, property, and works, are revised, codified, and enacted as title 40, United States Code, “Public Buildings, Property, and Works”, as follows:

TITLE 40—PUBLIC BUILDINGS, PROPERTY, AND WORKS

* * * *

SUBTITLE II—PUBLIC BUILDINGS AND WORKS

* * * *

PART A—GENERAL

* * * *

CHAPTER 31 – GENERAL

* * * *

SUBCHAPTER IV - WAGE RATE REQUIREMENTS

Sec. 3141. Definition

In this subchapter, the following definitions apply:

(1) Federal government.— The term “Federal Government” has the same meaning that the term “United States” had in the Act of March 3, 1931 (ch. 411, 46 Stat. 1494) (known as the Davis-Bacon Act).²

(2) Wages, scale of wages, wage rates, minimum wages, and prevailing wages.— The terms “wages”, “scale of wages”, “wage rates”, “minimum wages”, and “prevailing wages” include—

(A) the basic hourly rate of pay; and

¹ Pub. L. 109-284 Sec. 6(11), (12), and (13) made three minor technical corrections in Secs 3141(1), and 3142(d) and (e). (Sept. 27, 2006, 120 Stat.1213.)

² The Davis-Bacon Act, referred to in par. (1), is act of Mar. 3, 1931, ch. 411, 46 Stat. 1494, as amended, which was classified generally to sections 276a to 276a-5 of former Title 40, Public Buildings, Property, and Works, and was repealed and reenacted as sections 3141-3144, 3146, and 3147 of this title by Pub. L. 107-217, Secs. 1, 6(b), Aug. 21, 2002, 116 Stat. 1062, 1304.

(B) for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying the costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of those benefits, the amount of—

(i) the rate of contribution irrevocably made by a contractor or subcontractor to a trustee or to a third person under a fund, plan, or program; and

(ii) the rate of costs to the contractor or subcontractor that may be reasonably anticipated in providing benefits to laborers and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the laborers and mechanics affected.

Sec. 3142. Rate of wages for laborers and mechanics

(a) Application.— The advertised specifications for every contract in excess of \$2,000, to which the Federal Government or the District of Columbia is a party, for construction, alteration, or repair, including painting and decorating, of public buildings and public works of the Government or the District of Columbia that are located in a State or the District of Columbia and which requires or involves the employment of mechanics or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics.

(b) Based on Prevailing Wage.— The minimum wages shall be based on the wages the Secretary of Labor determines to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State in which the work is to be performed, or in the District of Columbia if the work is to be performed there.

(c) Stipulations Required in Contract.— Every contract based upon the specifications referred to in subsection (a) must contain stipulations that—

(1) the contractor or subcontractor shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and the laborers and mechanics;

(2) the contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work; and

(3) there may be withheld from the contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the contractor or any subcontractor on the work the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the contractor or subcontractors or their agents.

(d) Discharge of Obligation. — The obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the Secretary of Labor, under this subchapter and other laws incorporating this subchapter by reference, may be discharged by making payments in cash, by making contributions described in section 3141(2)(B)(i) of this title, by assuming an enforceable commitment to bear the costs of a plan or program referred to in section 3141(2)(B)(ii) of this title, or by any combination of payment, contribution, and assumption, where the aggregate of the payments, contributions, and costs is not less than the basic hourly rate of pay plus the amount referred to in section 3141(2)(B) of this title.

(e) Overtime Pay. — In determining the overtime pay to which a laborer or mechanic is entitled under any federal law, the regular or basic hourly rate of pay (or other alternative rate on which premium rate of overtime compensation is computed) of the laborer or mechanic is deemed to be the rate computed under section 3141(2)(A) of this title, except that where the amount of payments, contributions, or costs incurred with respect to the laborer or mechanic exceeds the applicable prevailing wage, the regular or basic hourly rate of pay (or other alternative rate) is the amount of payments, contributions, or costs actually incurred with respect to the laborer or mechanic minus the greater of the amount of contributions or costs of the types described in section 3141(2)(B) of this title actually incurred with respect to the laborer or mechanic or the amount determined under section 3141(2)(B) of this title but not actually paid.

3141(2)(B) of this title but not actually paid. Sec.3143.

Every contract within the scope of this subchapter shall contain a provision that if the contracting officer finds that any laborer or mechanic employed by the contractor or any subcontractor directly on the site of the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid, the Federal Government by written notice to the contractor may terminate the contractor's right to proceed with the work or the part of the work as to which there has been a failure to pay the required wages. The Government may have the work completed, by contract or otherwise, and the contractor and the contractor's sureties shall be liable to the Government for any excess costs the Government incurs.

Sec. 3144. Authority of Comptroller General to pay wages and list contractors violating contracts

(a) Payment of Wages. —

(1) In general. — The Comptroller General shall pay directly to laborers and mechanics from any accrued payments withheld under the terms of a contract any wages found to be due laborers and mechanics under this subchapter.

(2) Right of action. — If the accrued payments withheld under the terms of the contract are insufficient to reimburse all the laborers and mechanics who have not been paid the wages required under this subchapter, the laborers and mechanics have the same right to bring a civil action and intervene against the contractor and the contractor's sureties as is conferred by law on persons furnishing labor or materials. In those proceedings it is not a

defense that the laborers and mechanics accepted or agreed to accept less than the required rate of wages or voluntarily made refunds.

(b) List of Contractors Violating Contracts. —

(1) In general. — The Comptroller General shall distribute to all departments of the Federal Government a list of the names of persons whom the Comptroller General has found to have disregarded their obligations to employees and subcontractors.

(2) Restriction on awarding contracts. — No contract shall be awarded to persons appearing on the list or to any firm, corporation, partnership, or association in which the persons have an interest until three years have elapsed from the date of publication of the list.

* * * *

Sec. 3146. Effect on other federal laws

This subchapter does not supersede or impair any authority otherwise granted by federal law to provide for the establishment of specific wage rates.

Sec. 3147. Suspension of this subchapter during a national emergency

The President may suspend the provisions of this subchapter during a national emergency.

Sec. 3148. Application of this subchapter to certain contracts

This subchapter applies to a contract authorized by law that is made without regard to section 3709 of the Revised Statutes (41 U.S.C. 5), or on a cost-plus-a-fixed-fee basis or otherwise without advertising for proposals, if this subchapter otherwise would apply to the contract.

**Building Better Communities General Obligation Bond Program
ISD Development and Funding Agreement Checklist**

Project Name:			Proj No.:	
Project Location:			Site#:	
Grantee:			Allocation:	
Developer:				
Developer Contact:			Phone:	
ISD Project Manager:			Phone:	

ISD Item #	Item Description	Required	Date Provided
Items Needed For ISD Files (Provided by ISD)			
1	Copy of Allocation Resolution		
2	Copy of Finalized CUR or SLR inclusive of any ISD required risk mitigating amendments		
3	Copy of Resolution approving the Funding Agreement and Rental Regulatory Agreement "in form"		
4	Copy of Fully Executed Funding Agreement (Inclusive of all Exhibits)		
5	Copy of Fully Executed Rental Regulatory Agreement (Inclusive of all Exhibits)		
6	Copy of Recorded Rental Regulatory Agreement		
Items Needed for Initial Review/Underwriting			
20	Proposed Development Team structure		
21	Provide a list of current Names and Addresses of all Board Members and Officers of all Development Team entities		
22	Executive Summary - Scope of Work (New Construction or Rehab)		
23	Proposed Unit Mix		
24	Sources & Uses / Development Budget (Indicating proposed funding for both Construction and Permanent phases)		
25	Cost Allocation Report (Indicating line item cost to be offset by GOB)		
26	30 yr. Income & Expense Proforma / Budget (showing PGI, EGI, NOI, DSR, Breakeven Occupancy Ratios)		
27	Completed Line Item Budget		
28	Proposed Draw Schedule		
29	Fully Executed commitment letters from all project lenders		
30	Copies of Proposed Construction Schedule listing all phases / stages inclusive of design, permitting, and construction		
31	Evidence of Site Control (indicating site control for a minimum of 30 years)		
32	Project Location Map		
33	Site Plan		
34	Survey		
35	Agreement between the Management Company and the Property Owner.		
Items Needed Prior to Executing a Development and Funding Agreement			
50	Copy of Articles of Incorporation, Joint Venture Agreements, Limited Liability Company Articles of Organization for all Development Team entities		
51	Certificate of Good Standing or a Certificate of Status from the State of Florida		
52	For Profit or Non-Profit IRS letter indicating your organization's Taxable or Tax Exempt status		
53	Provide a resolution from the Grantee that shows the name and title of the individual(s) authorized to contract		
54	Letter from Grantee and Developer stating any financial or legal liabilities they may have and any outstanding claims, funds owed. Also, include information related to past/present litigation with Miami-Dade County.		
55	Provide Audited Financial Statements for the most recent 2 years performed by an independent Certified Public Accountant attesting to the Applicant's financial position		
56	Provide the Domestic Violence Leave Affidavit		
57	Provide the Code of Business Ethics Form		
58	Provide the Universal Affidavit		
59	Provide the Disability Non-Discrimination Affidavit Form		

Building Better Communities General Obligation Bond Program

ISD Development and Funding Agreement Checklist

Project Name: _____	Proj No.: _____
Project Location: _____	Site#: _____
Grantee: _____	Allocation: _____
Developer: _____	
Developer Contact: _____	Phone: _____
ISD Project Manager: _____	Phone: _____

ISD Item #	Item Description	Required	Date Provided
60	Miami-Dade County Insurance Risk Clearance Letter and Individual Certificates		
* Items Needed Prior to Reimbursements			
80	Grantee must be registered as a County vendor		
81	Pre Agreement Expense Letter		
82	Provide an Authorized Signature Form (GOB Exhibit A)		
83	Escrow Agent Information (Inclusive of W-9), must be registered with the Miami-Dade Procurement Office		
84	Letter from Grantee Authorizing the release of funds to the Closing Agent		
85	Copies of fully executed contracts, agreements, and plans from Architect, Engineers, and General Contractor(s)		
86	Copies of Recorded Notice of Commencement		
87	FFE (GOB Exhibit G)		
88	Copy of General Contractor's current State License		
89	Appraisal(s) of the property		
90	Copy of the property sales agreement		
91	Signed HUD-1 (Closing Statement)		
92	Copy of the Deed (after the purchase)		
93	Phase I Environmental (certified to Miami-Dade County)		
94	Copy of General Contractor's current City and/ or County Occupational License		
95	Fully Executed original or certified copy of multiple obligee Payment & Performance Bond, including Power of Attorney for Agent		
96	Certificate of Green or LEED Certification		
97	Annual Independant Audit Report		
98	Copies of Certificate of Occupancy		
99	Project Completion Certificate (GOB exhibit H)		
100	Final Underwriting/Subsidy Layering Agreement		

** Certain reimbursements can be made without having all of the forms submitted on a case-by-case basis. Also, certain monthly, quarterly and yearly reporting requirements are addressed Exhibits used for reimbursements.*

PLEASE SUBMIT THIS FORM ON COMPANY LETTERHEAD

GOB Reimbursement Request

Date: _____

Miami-Dade County
Real Estate and Development Division
111 NW 1st Street, Suite 2400
Miami, Florida 33129

Attached please find the required documentation requesting payment for the amount shown below:

Value of Grant \$ _____

Soft costs this draw \$ _____

Hard costs this draw \$ _____

Total costs \$ _____

Less retainage (\$ _____)

TOTAL TO BE PAID THIS DRAW \$ _____

Balance of Grant \$ _____

I hereby certify that I have reviewed all the documentation attached hereto, that it is correct, that all charges pertain directly to this project and are eligible for reimbursement as required by the GOB Administrative Rules for the funds I am requesting and have not been reimbursed from a separate funding source.

Sincerely,

Authorized Signature/Title

Date

** Signature must be included in Exhibit A.*

Miami-Dade County - ISD
Real Estate Development Division
Grantee: AnyCompany
Draw #

Draw Request
Project Name: AnyProject
Developer Contact: AnyName
ISD Project Manager: AnyName

Project Allocation: \$

Categories	Budget Item	Invoice Date	Vendor	Invoice Number	Amount	Date Paid	Check #	ISD Amt Processed	Rejected Amount	GOB Payment by ISD	Balance
Soft Costs									\$ -	\$ -	\$ -
									\$ -	\$ -	\$ -
									\$ -	\$ -	\$ -
									\$ -	\$ -	\$ -
									\$ -	\$ -	\$ -
					\$ -			\$ -	\$ -	\$ -	
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				\$ -			\$ -	\$ -	\$ -		
								\$ -	\$ -	\$ -	
				\$ -			\$ -	\$ -	\$ -	\$ -	
Soft Costs					\$ -		\$ -	\$ -	\$ -	\$ -	
Hard Costs									\$ -	\$ -	\$ -
									\$ -	\$ -	\$ -
						\$ -		\$ -	\$ -	\$ -	
	Hard Costs					\$ -		\$ -	\$ -	\$ -	
Soft Costs					\$ -		\$ -	\$ -	\$ -	\$ -	

Note: A more detailed version of this form may be used.

Hard Costs	\$	-
Total	\$	-

\$	-	\$	-	\$	-	\$	-
\$	-	\$	-	\$	-	\$	-

	Actual Dates	
Milestones	Start Date	Finish Date
Acquisition		
Design		
Construction		
Administration		

Project Status Update

LOCATION MAP



HORIZONTAL SCALE




SURVEY NOTES

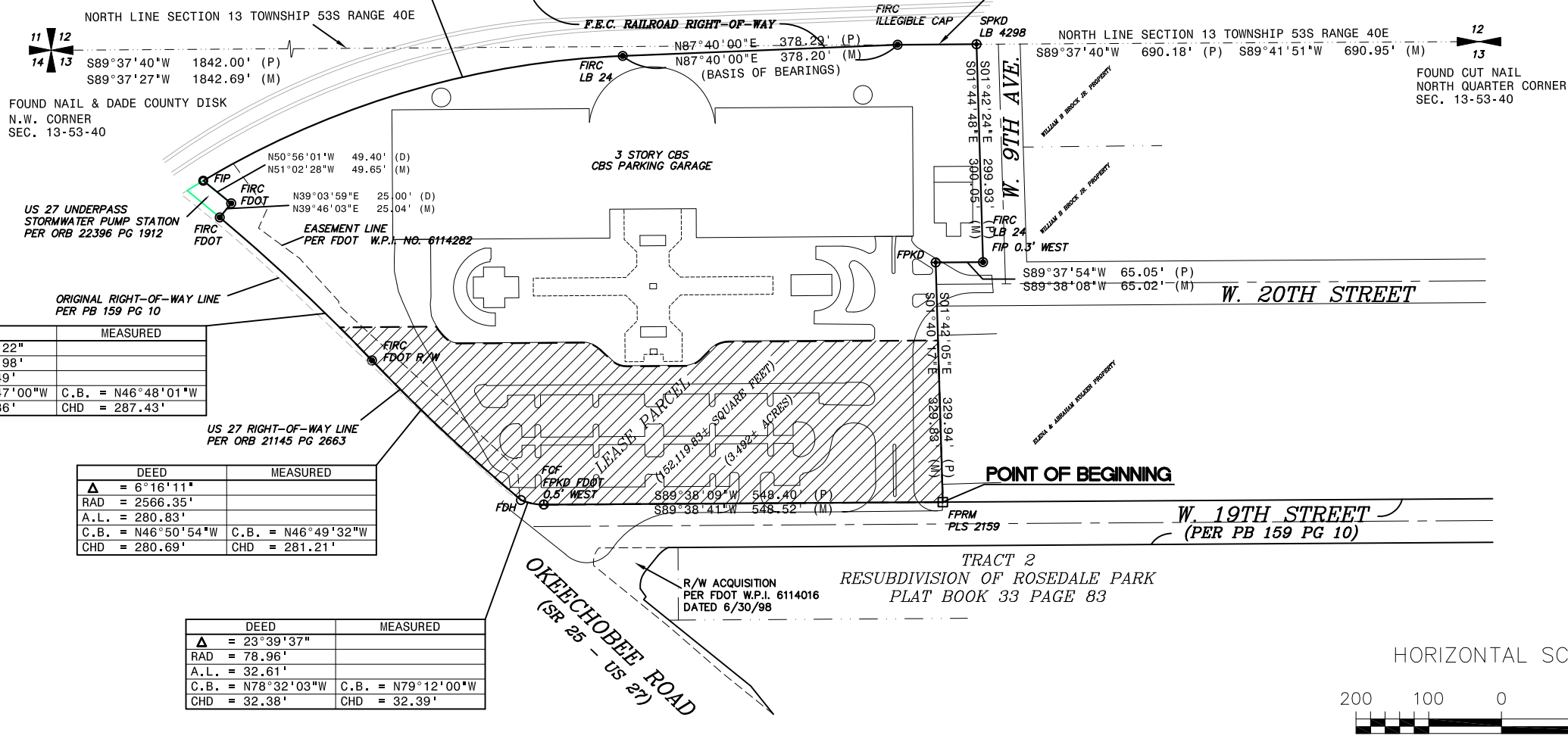
- 1. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS OF RECORD OR OWNERSHIP.
- 2. THE BASIS OF BEARINGS IS THE LINE BETWEEN TWO FOUND IRON RODS WITH CAPS ON THE NORTH LINE OF THE PLAT OF OKEECHOBEE STATION (PLAT BOOK 159 PAGE 10) BEARING N87°10'00"E AND BEING 378.29 FEET IN LENGTH.
- 3. GROUND FEATURES DEPICTED ON THIS SURVEY REPRESENTS THE EXISTING CONDITIONS ON THE DATE OF THE FIELD SURVEY.
- 4. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 5. UNDERGROUND UTILITIES AND IMPROVEMENTS NOT LOCATED.
- 6. ADDITIONS OR DELETIONS TO THIS SURVEY MAP ARE PROHIBITED WITHOUT WRITTEN CONSENT.
- 7. PROPERTY TO BE PLATTED PRIOR TO THE DEVELOPMENT OF THE PROPERTY.
- 8. CERTIFIED TO: MIAMI-DADE TRANSIT.

CERTIFICATE OF SURVEYOR – I HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON IS IN ACCORDANCE WITH A RECENT FIELD SURVEY MADE UNDER MY DIRECTION, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

SEE SHEET 2 FOR SKETCH OF PARENT TRACT
SEE SHEET 3 FOR SKETCH OF DESCRIPTION
SEE SHEET 4 FOR LEGAL DESCRIPTION

JOHN R. MORGAN, II, PLS
PROFESSIONAL LAND SURVEYOR # 3520
STATE OF FLORIDA

 <div>MORGAN & EKLUND, INC. PROFESSIONAL SURVEY CONSULTANTS 8745 US HIGHWAY #1 P.O. BOX 1420 WABASSO, FL 32970 PHONE: (772) 388-5364 FAX: (772) 388-3165 1500 S.E. 3RD COURT SUITE 110 DEERFIELD BEACH, FL 33441 PHONE: (954) 421-6882 FAX: (954) 421-0451</div>	SKETCH OF DESCRIPTION METRORAIL OKEECHOBEE STATION SECTION 13 TOWNSHIP 53 SOUTH RANGE 40 EAST FOR MIAMI-DADE COUNTY					COMMISSION NO. 369125
						SCALE 1" = 6,000'
						DATE 7/22/09
	DRAWN BY CAG	CHECKED BY JRM	FIELD BOOK PAGE NO.	DADE 58 45-63	DATE OF SURVEY 7/2/09	SHEET 1 OF 4




CALCULATED	MEASURED
Δ = 28°28'18"	
RAD = 1223.57'	
A.L. = 608.02'	
C.B. = N73°25'51"E	C.B. = N73°26'49"E
CHD = 601.79'	CHD = 602.31'

DEED	MEASURED
Δ = 6°08'22"	
RAD = 2682.98'	
A.L. = 287.49'	
C.B. = N46°47'00"W	C.B. = N46°48'01"W
CHD = 287.36'	CHD = 287.43'

DEED	MEASURED
Δ = 6°16'11"	
RAD = 2566.35'	
A.L. = 280.83'	
C.B. = N46°50'54"W	C.B. = N46°49'32"W
CHD = 280.69'	CHD = 281.21'

DEED	MEASURED
Δ = 23°39'37"	
RAD = 78.96'	
A.L. = 32.61'	
C.B. = N78°32'03"W	C.B. = N79°12'00"W
CHD = 32.38'	CHD = 32.39'

SEE SHEET 1 FOR LOCATION SKETCH AND SURVEY NOTES
SEE SHEET 3 FOR SKETCH OF DESCRIPTION
SEE SHEET 4 FOR LEGAL DESCRIPTION



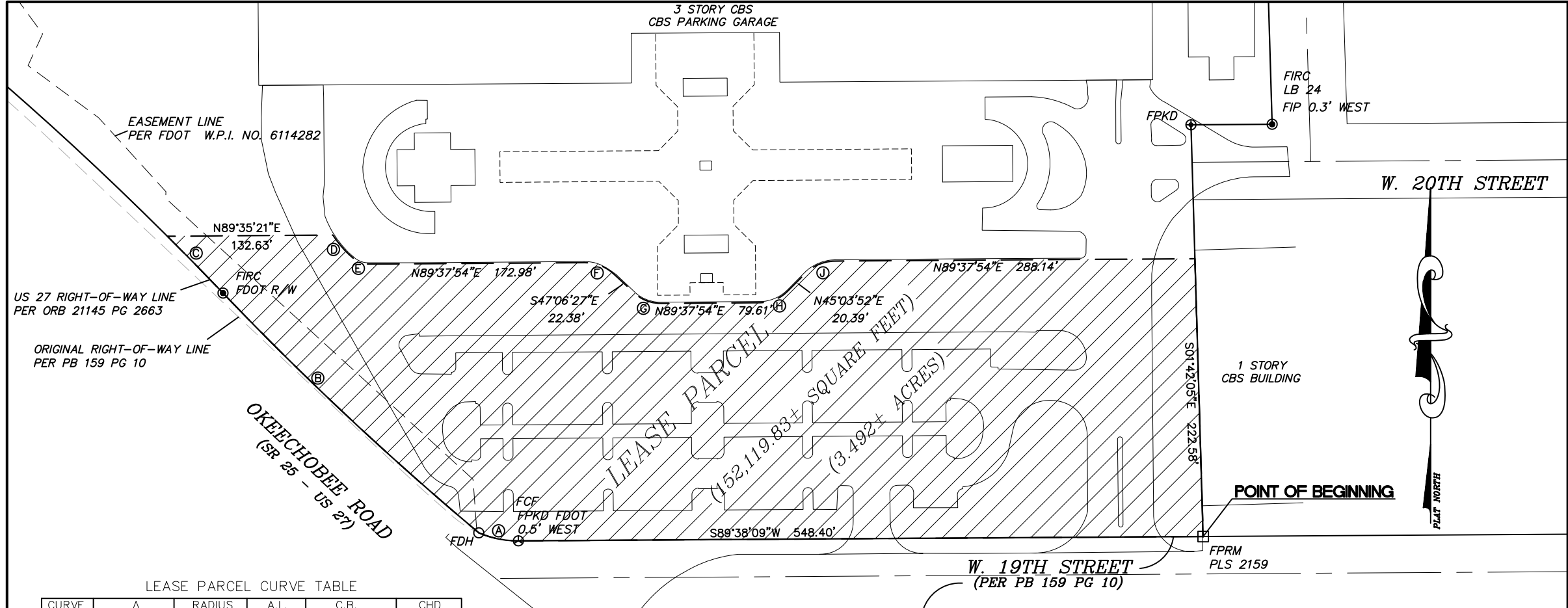
MORGAN & EKLUND, INC.
PROFESSIONAL SURVEY CONSULTANTS
8745 US HIGHWAY #1
P.O. BOX 1420
WABASSO, FL 32970
PHONE: (772) 388-5364
FAX: (772) 388-3165

1500 S.E. 3RD COURT
SUITE 110
DEERFIELD BEACH, FL 33441
PHONE: (954) 421-6882
FAX: (954) 421-0451

SKETCH OF DESCRIPTION
METRORAIL OKEECHOBEE STATION
SECTION 13 TOWNSHIP 53 SOUTH RANGE 40 EAST
FOR MIAMI-DADE COUNTY

DRAWN BY CAG	CHECKED BY JRM	FIELD BOOK PAGE NO.	DADE 58 45-63	DATE OF SURVEY 7/2/09
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COMMISSION NO. 3691.25
SCALE 1" = 200'
DATE 7/22/09
SHEET 2 OF 4

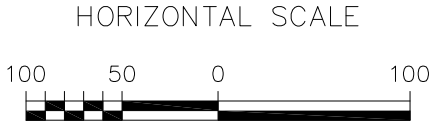


LEASE PARCEL CURVE TABLE

CURVE	Δ	RADIUS	A.L.	C.B.	CHD
A	23°39'57"	78.96'	32.61'	N78°31'53"W	32.38'
B	6°16'18"	2566.35'	280.91'	N46°50'58"W	280.77'
C	1°21'37"	2682.98'	63.70'	N44°23'38"W	63.70'
D	17°54'23"	81.00'	25.31'	S41°18'14"E	25.21'
E	40°06'40"	18.50'	12.95'	S70°18'46"E	12.69'
F	43°15'39"	34.00'	25.67'	S68°44'16"E	25.07'
G	43°15'39"	31.00'	23.41'	S68°44'16"E	22.85'
H	44°34'03"	31.00'	24.11'	N67°20'53"E	23.51'
J	44°34'03"	34.00'	26.45'	N67°20'53"E	25.79'

TRACT 2
RESUBDIVISION OF ROSEDALE PARK
PLAT BOOK 33 PAGE 83

R/W ACQUISITION
PER FDOT W.P.I. 6114016
DATED 6/30/98



SEE SHEET 1 FOR LOCATION SKETCH AND SURVEY NOTES
SEE SHEET 2 FOR SKETCH OF PARENT TRACT
SEE SHEET 4 FOR LEGAL DESCRIPTION



MORGAN & EKLUND, INC.

PROFESSIONAL SURVEY CONSULTANTS

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SKETCH OF DESCRIPTION
METRORAIL OKEECHOBEE STATION
SECTION 13 TOWNSHIP 53 SOUTH RANGE 40 EAST
FOR MIAMI-DADE COUNTY

DRAWN BY
CAG

CHECKED BY
JRM

FIELD BOOK
PAGE NO.

DADE 58
45-63

DATE OF SURVEY
7/2/09

COMMISSION NO.

3691.25

SCALE

1" = 100'

DATE

7/22/09

SHEET 3 OF 4

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE PLAT OF "OKEECHOBEE STATION" AS RECORDED IN PLAT BOOK 159, PAGE 10 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND BEING IN THE NW ONE QUARTER OF SECTION 13, TOWNSHIP 53 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:


BEGINNING AT A 4"X4" CONCRETE MONUMENT "PLS 2159" AT THE SOUTHEAST CORNER OF THE PLAT OF OKEECHOBEE STATION AS RECORDED IN PLAT BOOK 159, PAGE 10 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, PROCEED ALONG THE SOUTH LINE OF SAID PLAT OF OKEECHOBEE STATION (SAID LINE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF W. 19TH STREET) S89°38'09"W A DISTANCE OF 548.40 FEET TO A "CROWS FOOT" MARK IN THE BACK OF A CONCRETE WALK AT A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 78.96 FEET, A CENTRAL ANGLE OF 23°39'57" AND A CHORD BEARING OF N78°31'53"W; THENCE, ALONG THE ARC OF SAID CURVE A DISTANCE OF 32.61 FEET TO A DRILL HOLE IN THE BACK OF A CONCRETE WALK AT A POINT OF NON-TANGENCY TO A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 2566.35 FEET, A CENTRAL ANGLE OF 6°16'18" AND A CHORD BEARING OF N46°50'58"W; THENCE, ALONG THE ARC OF SAID CURVE A DISTANCE OF 280.91 FEET TO A POINT OF REVERSE CURVATURE TO A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 2682.98 FEET, A CENTRAL ANGLE OF 1°21'37" AND A CHORD BEARING OF N44°23'38"W; THENCE, ALONG THE ARC OF SAID CURVE 63.70 FEET TO A POINT OF NON-TANGENCY; THENCE, ALONG A NON-TANGENT LINE N89°35'21"E A DISTANCE OF 132.63 FEET TO A POINT OF NON-TANGENCY TO A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 81.00 FEET, A CENTRAL ANGLE OF 17°54'23" AND A CHORD BEARING OF S41°18'14"E; THENCE ALONG THE ARC OF SAID CURVE 25.31 FEET TO A POINT OF COMPOUND CURVATURE TO A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 18.50 FEET, A CENTRAL ANGLE OF 40°06'40" AND A CHORD BEARING OF S70°18'46"E; THENCE ALONG THE ARC OF SAID CURVE 12.95 FEET TO A POINT OF TANGENCY; THENCE ALONG A TANGENT LINE N89°37'54"E A DISTANCE OF 172.98 FEET TO A POINT OF CURVATURE TO A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 34.00 FEET, A CENTRAL ANGLE OF 43°15'39" AND A CHORD BEARING OF S68°44'16"E; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 25.67 FEET TO A POINT OF TANGENCY; THENCE ALONG A TANGENT LINE S47°06'27"E A DISTANCE OF 22.38 FEET TO A POINT OF CURVATURE TO A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 31.00 FEET, A CENTRAL ANGLE OF 43°15'39" AND A CHORD BEARING OF S68°44'16"E; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 23.41 FEET TO A POINT OF TANGENCY; THENCE ALONG A TANGENT LINE N89°37'54"E A DISTANCE OF 79.61 FEET TO A POINT OF CURVATURE TO A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 31.00 FEET, A CENTRAL ANGLE OF 44°34'03" AND A CHORD BEARING OF N67°20'53"E; THENCE ALONG THE ARC OF SAID CURVE 24.11 FEET TO A POINT OF TANGENCY; THENCE ALONG A TANGENT LINE N45°03'52"E A DISTANCE OF 20.39 FEET TO A POINT OF CURVATURE TO A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 34.00 FEET, A CENTRAL ANGLE OF 44°34'03" AND A CHORD BEARING OF N67°20'53"E; THENCE ALONG THE ARC OF SAID CURVE 26.45 FEET TO A POINT OF TANGENCY; THENCE ALONG A TANGENT LINE N89°37'54"E A DISTANCE OF 288.14 FEET TO A POINT ON THE EAST LINE OF THE PLAT OF OKEECHOBEE STATION; THENCE ALONG THE EAST LINE OF SAID PLAT OF OKEECHOBEE STATION S01°42'05"E A DISTANCE OF 222.58 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 152,119.83 SQUARE FEET OR 3.492 ACRES MORE OR LESS.

ABBREVIATIONS LEGEND

AL	ARC LENGTH (IN FEET)
C.B.	CHORD BEARING
CHD	CHORD LENGTH (IN FEET)
FDH	FOUND DRILL HOLE
FCF	FOUND CROWS FOOT MARK
FIRC	FOUND 5/8" REBAR & CAP
FIP	FOUND 1" IRON PIPE
SPKD	SET PK NAIL & DISK
FPKD	FOUND PK NAIL & DISK
FPRM	FOUND 4" X 4" CONCRETE MONUMENT
PB	PLAT BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
U.E.	UTILITY EASEMENT
SR	STATE ROAD
CBS	CONCRETE BLOCK STRUCTURE
LB	LICENSED BUSINESS
RAD	RADIUS
R/W	RIGHT-OF-WAY
SEC	SECTION
(P)	PLAT
(M)	MEASURED
(D)	DEED

SEE SHEET 1 FOR LOCATION SKETCH AND SURVEY NOTES
SEE SHEET 2 FOR SKETCH OF PARENT TRACT
SEE SHEET 3 FOR SKETCH OF DESCRIPTION

	MORGAN & EKLUND, INC.		SKETCH OF DESCRIPTION				COMMISSION NO.
	PROFESSIONAL SURVEY CONSULTANTS		METRORAIL OKEECHOBEE STATION SECTION 13 TOWNSHIP 53 SOUTH RANGE 40 EAST FOR MIAMI-DADE COUNTY				369125
							SCALE
							DATE
8745 US HIGHWAY #1 P.O. BOX 1420 WABASSO, FL 32970 PHONE: (772) 388-5364 FAX: (772) 388-3165	1500 S.E. 3RD COURT SUITE 110 DEERFIELD BEACH, FL 33441 PHONE: (954) 421-6882 FAX: (954) 421-0451	DRAWN BY CAG	CHECKED BY JRM	FIELD BOOK PAGE NO.	DADE 58 45-63	DATE OF SURVEY 7/2/09	SHEET 4 OF 4

TRANSPORTATION ELEMENT

Introduction

The purpose of the transportation element is to plan for an integrated multimodal transportation system providing for the circulation of motorized and non-motorized traffic in Miami-Dade County. The element provides a comprehensive approach to transportation system needs by addressing all modes of transportation—pedestrian and bicycle facilities, traffic circulation, mass transit, aviation and ports.

The Transportation Element is divided into five subelements. The Traffic Circulation Subelement addresses the needs of automobile traffic, bicyclists and pedestrians. The Mass Transit Subelement addresses the need to continue to promote and expand the public transportation system to increase its role as a major component in the County's overall transportation system. The Aviation Subelement addresses the need for continued expansion, development and redevelopment of the County's aviation facilities; and the Port of Miami River and PortMiami Subelements continue to promote maritime business and traditional maritime related shoreline uses on the Miami River, and the expansion needs of PortMiami.

The Adopted Components of the Transportation Element and each of the five subelements separately contain: 1) goals, objectives and policies; 2) monitoring measures; and 3) maps of existing and planned future facilities. These subelements are preceded by overarching goals, objectives and policies that express the County's intent to develop multi-modalism, reduce the County's dependency on the personal automobile, enhance energy saving practices in all transportation sectors, and improve coordination between land use and transportation planning and policies.

The Miami-Dade 2035 Long Range Transportation Plan (LRTP), is adopted to guide transportation investment in the County for the next 25 years. The LRTP includes improvements for roadways, transit, bicycle and pedestrian facilities, greenways and trails. It contains a "Cost-Feasible Plan" that categorizes projects into priority groupings based upon future funding availability. Priority I contains those projects scheduled to be funded through by 2014; Priority II contains projects scheduled to be funded between 2015 and 2020, Priority III contains projects scheduled to be funded between 2021 and 2025; and Priority IV contains projects scheduled to be funded between 2026 and 2035. It should be pointed out the Comprehensive Development Master Plan (CDMP) has a planning horizon year of 2030 which does not coincide with the planning horizon of the Priority IV projects in the "Cost-Feasible Plan." The "Cost-Feasible Plan" will continually adjust the costs associated with the funding availability for the Priority IV projects as the horizon year advances.

GOAL

DEVELOP AND MAINTAIN AN INTEGRATED MULTIMODAL TRANSPORTATION SYSTEM IN MIAMI-DADE COUNTY TO MOVE PEOPLE AND GOODS IN A MANNER CONSISTENT WITH OVERALL COUNTYWIDE LAND USE AND ENVIRONMENTAL PROTECTION GOALS AND INTEGRATION OF CLIMATE CHANGE CONSIDERATIONS IN THE FISCAL DECISION-MAKING PROCESS.

Objective TE-1

Miami-Dade County will provide an integrated multimodal transportation system for the circulation of motorized and non-motorized traffic by enhancing the Comprehensive Development Master Plan and its transportation plans and implementing programs to provide competitive surface transportation mode choice, local surface mode connections at strategic locations, and modal linkages between the airport, seaport, rail and other inter-city and local and intrastate transportation facilities. These plans and programs shall seek to ensure that, among other objectives, all transportation agencies shall consider climate change adaptation into their public investment processes and decisions.

Policies

- TE-1A. As provided in this section and the Mass Transit Subelement, the County shall promote mass transit alternatives to the personal automobile, such as rapid transit (*i.e.* heavy rail, light rail, and bus rapid transit, premium transit (enhanced and/or express bus)), local route bus and paratransit services.
- TE-1B. Miami-Dade County shall continue to maintain programs for optimal development and expansion of PortMiami and the Miami-Dade County aviation system, and shall continue to support viable operation and enhancement of the Port of Miami River. The County shall continue to accommodate and facilitate provision of inter-city and inter-state commuter rail and bus, high-speed intrastate rail, and freight rail services. These activities will be conducted in accordance with the respective subelements of this element and other applicable elements of the CDMP including the Land Use and Capital Improvement Elements.
- TE-1C. When other transportation facility providers' plans are updated, Miami-Dade County shall continue to ensure that those plans provide high quality intermodal connections at optimal transfer points. These should include, but should not be limited to, the intermodal connections currently planned in the other subelements of the Transportation Element including the Port of Miami tunnel, Miami International Airport west-side cargo area access improvements such as the NW 25 Street viaduct, and the Miami Intermodal Center (MIC).
- TE-1D. Within the time-frame of the CDMP, Miami-Dade County will actively pursue development of intermodal facilities where opportunities arise, including, but not limited to:
- Miami Intermodal Center (MIC);
 - Downtown Miami Intermodal Terminal;
 - Northeast Transit Hub Enhancements;
 - Palmetto Intermodal Center;

- Golden Glades Interchange Multimodal Facility; and
- Park-and-Ride Lots, where feasible opportunities present themselves along bus/rail corridors.

(See Mass Transit Subelement Figures 1 and 2 for planned inter-modal/multimodal transit center locations).

- TE-1E. As provided in the Mass Transit, Aviation, Port of Miami River, and PortMiami Subelements, the County shall promote improved intermodal linkages for the movement of passengers and freight, including the consideration of waterborne transportation.
- TE-1F. Transit-supportive Land Use Element policies including, but not limited to, Urban Center guidelines shall be vigorously implemented in association with planned rapid transit facilities identified in the Mass Transit Subelement.
- TE-1G. Miami-Dade County shall develop and adopt climate change adaptation and mitigation strategies for incorporation into all public investment processes and decisions, including those concerning transportation improvements.
- TE-1H. Transportation agencies developing their transportation plans for Miami-Dade County shall take into consideration climate change adaptation and mitigation strategies through project review, design, and funding for all transportation projects. Transportation agencies should consider extending their planning horizons appropriately to address climate change impacts.

Objective TE-2

In furtherance of pedestrianism and other non-motorized modes of transportation in the planned urban area, Miami-Dade County shall enhance its transportation plans, programs and development regulations as necessary to accommodate the safe and convenient movement of pedestrians, non-motorized vehicles and motorized vehicles.

Policies

- TE-2A. The County shall continue to promote and assist in the creation of a Countywide system of interconnected designated bicycle ways, and promote the implementation of the *Miami-Dade Bicycle Facilities Plan*.
- TE-2B. The County shall continue to develop a comprehensive countywide greenways network providing continuous corridors for travel by pedestrians and non-motorized vehicles incorporating elements of the adopted South Dade Greenway Network Master Plan and the North Dade Greenways Plan.
- TE-2C. In road construction and reconstruction projects, roadway designs shall protect and promote pedestrian comfort, safety and attractiveness in locations where the Land Use Element seeks to promote activity along road frontages, such as in areas planned for community- or neighborhood-serving businesses, and all existing and planned Urban Center and rapid transit stations and mass transit corridors. Such measures should include, wherever feasible, on-street parking, wide sidewalks, and abundant landscaping at the street edge. Additionally, boulevard section designs should be

utilized where appropriate, including central through lanes and frontage lanes for local traffic and parking, separated from the through lanes by landscaped areas, with frequent opportunities for pedestrians to safely cross the through lanes, and right of way to facilitate these designs should be reserved or acquired where necessary. Roadway pedestrian facility considerations shall also be consistent with the policies addressing pedestrianism contained in the Land Use Element.

- TE-2D. Miami-Dade County's top priority for constructing new sidewalks and bicycle facilities after completion of the "Safe Routes to Schools" program shall be to provide continuous sidewalks and bicycle facilities along the following: a) existing rapid transit stations and transit centers, b) existing parks and recreation open spaces, c) both sides of all County collector and arterial roadways within 1/4 mile of all existing transit stations and centers, and d) at least one side of County collector and arterial roadways between 1/4 and 1/2 mile of all existing transit stations, centers and corridors. All new development and redevelopment in these areas shall be served by sidewalks and bicycle facilities. It is the policy of Miami-Dade County that municipalities in the County establish similar priorities for their jurisdictions, and that FDOT do the same with regard to State roads. In all new construction and reconstruction of collector and arterial roads inside the UDB served by Metrobus, sidewalks and bicycle facilities should be provided along all such roads between bus stops and any existing or planned intersecting residential or community-serving business streets within, at a minimum, 1/4 mile of the bus stops.
- TE-2E. The County shall require accommodation of non-motorized transportation facilities in plans for future arterial and collector road construction, widening or reconstruction projects where designated by the Bicycle Facilities Plan, wherever feasible.
- TE-2F. The County shall consider the use of utility easements and transit or railroad rights-of-way as locations for bicycle ways linking existing and planned major urban activity centers.
- TE-2G. The County shall encourage inclusion in, and review, all plans and development proposals for provisions to accommodate safe movement of bicycle and pedestrian traffic, and facilities for securing non-motorized vehicles in all new development and redevelopment and shall address this as a consideration in development and site plan review.

Objective TE-3

As provided in the policies hereinunder, Miami-Dade County shall cooperate with the Metropolitan Planning Organization for the Miami Urbanized Area (MPO) to enhance Miami area planning procedures, methodologies and analytical tools to improve analysis of relationships between transportation facility plans and programs, and land use plans, development standards and implementing programs.

Policies

- TE-3A. Miami-Dade County shall cooperate with, and participate in, activities and initiatives undertaken by the Florida Department of Transportation (FDOT) and the statewide MPO Advisory Committee (MPOAC) to enhance intermodal and land use aspects of transportation plans and planning methods used by the State and the MPOs

throughout the state. Toward this end, it is the policy of Miami-Dade County that during preparation of major updates of the Long Range Transportation Plan (LRTP) by the Miami Area MPO, the County will coordinate and work with the MPO, as the MPO has committed by resolution, to better coordinate transportation and land use planning and enhance intermodal qualities of transportation analyses and plans of the MPO.

- TE-3B. Miami-Dade County shall analyze planned land use patterns and intensities in planned rapid and premium transit station areas and shall identify transportation and land use plan changes needed to improve interrelationships. This analysis shall address, at a minimum, the existing Metrorail corridor, the planned initial segment of the East-West corridor, the planned North corridor, and the South Miami-Dade Busway corridor as well as rapid and premium transit corridors listed in the Mass Transit Subelement. This analysis shall identify locations where planned transit facilities are not supported by the planned land use or development intensity¹ with consideration of mitigating benefits of planned transit rider feeders such as major park-and-ride or bus terminal facilities in the corridor. Where such locations are identified, alternative land uses or intensities will be analyzed, and potential land use or transportation plan amendments will be identified. The information produced by this analysis shall be provided to the MPO, the Board of County Commissioners and the directly affected municipalities having comprehensive planning and zoning jurisdiction in the immediate vicinity of these planned transit corridors for their consideration. It is the policy of Miami-Dade County that affected municipalities consider local plan amendments to reflect the findings of this analysis.
- TE-3C. It is the policy of Miami-Dade County to develop all the transportation facilities identified in the MPO's Long Range Transportation Plan (LRTP) and Transportation Improvement Program (TIP) and the CDMP Transportation Element as soon as feasible, in accordance with the LRTP phasing program. It is the policy of the County that the non-cost-feasible projects listed in the MPO's LRTP and the CDMP Transportation Element shall be retained in these plans solely as identified future priorities of the County for which the County shall pursue additional funding, and which shall be advanced into the cost-feasible components of the respective plans at the earliest feasible opportunities. It is, further, the policy of the Board of County Commissioners that, a) non-cost-feasible transportation projects may be advanced into the cost-feasible component of the referenced plans only after demonstration that the project appropriately supports, and is supported by, related services such as transit feeders and/or the type and intensity of planned surrounding land development, and b) the Governing Board of the MPO is urged to support this policy. Only the transportation projects contained in the cost-feasible components of the LRTP, the TIP and the CDMP shall be considered in the administration of the County's concurrency management program and, after the next update of the CDMP Transportation Element to reflect the next update of the MPO's LRTP, the presentations of future levels of service in the CDMP shall reflect only these facility improvements.

¹ Development intensity threshold to be used in this analysis shall be 15 dwelling units per acre and 75 employees per acre for traffic analysis zones with ½ mile of rail transit stations and for ¼ mile around exclusive busway stops.

Objective TE-4

By 2015, Miami-Dade County shall develop a “Complete Streets” program to be considered in the design and construction of new transportation corridors and reconstruction of existing corridors, wherever feasible.

Policies

- TE-4A. By 2015, Miami-Dade County shall develop a “Complete Streets” program which will be sensitive to the needs of the users of all modes of transportation including bicyclists and pedestrians and include the following components: street typology based on land use context due to how a roadway passing through different land uses will vary in character; hierarchy of street types and designs; provision of sidewalks and bicycle facilities; adequate landscaping and street furniture; bus lanes and transit facilities; improve aesthetics, and design for the safety of all users, including vulnerable populations such as children and seniors.

Objective TE-5

By 2015, Miami-Dade County shall evaluate the designation of multimodal transportation corridors as “Activity Corridors” on the Land Use Plan Map, Land Use Element and Transportation Element.

Policies

- TE-5A. By 2015, Miami-Dade County shall evaluate the designation of multimodal transportation corridors as “Activity Corridors” on the Land Use Plan Map, Land Use Element and Transportation Element such as NW/SW 27, 42, 57, 87, 107 and 137 Avenues, and NW 103, 36/41 Streets, W. Flagler Street, Tamiami Trail (SW 8 St.), Coral Way (SW 24 St.), Bird Road Drive (SW 40/42 St.), Kendall Drive (SW 88 Street), Coral Reef Drive (SW 152 St.), and South Dixie Highway (US 1). The evaluation shall address the following objectives:
- a) Allowed uses,
 - b) Development density and intensity,
 - c) Urban design guidelines, and
 - d) Multimodal components.

Transportation Monitoring Program

An important part of the implementation of the objectives of the Transportation Element is the establishment of a program for monitoring their progress. The transportation monitoring program consists of the following measures:

Objective TE-1. Number of transportation plans prepared and adopted by State, Regional and local governments reviewed during the EAR reporting period; and review and analyze Metrorail, Metrobus and Metromover boardings and compare the boarding rates with the previous reporting period. Number of transportation plans addressing multimodalism, climate change mitigation and adaptation strategies, and extensions of planning horizons.

Objective TE-2. Number of bicycle and pedestrian facilities reviewed through site planning and plat reviews, and number of reviews of other transportation improvement plans; and implementation status of the Miami-Dade Bicycle Facilities Plan. Number of injuries and fatalities suffered by bicyclists and pedestrians.

Objective TE-3. Number of changes to the procedures, methodology and analytical tools adopted as a result of updates of the MPO's Long Range Transportation Plan; and number of land use changes as a result of coordinating land use and transportation planning.

Objective TE-4. Development of the "Complete Streets" program by 2015.

Objective TE-5. Designation of "Activity Corridors" by 2015.

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TRAFFIC CIRCULATION SUBELEMENT

Introduction

The purpose of the Traffic Circulation Subelement is to provide an overview of the current and future transportation needs of Miami-Dade County, and to advocate for a transportation system that efficiently supports mass transit, non-motorized transportation modes and economic growth while reducing dependence on the use of personal automobiles. The Subelement analyzes current roadway capacity and deficiencies in Miami-Dade County, provides recommendations for improving future highway capacity, and establishes a goal, objectives, and policies aimed at meeting the future mobility needs of the County.

Miami-Dade County, since 1957, has been a home rule charter county. The Department of Regulatory and Economic Resources Planning Division therefore serves as a metropolitan agency, and the traffic circulation needs and the goal in this Subelement are presented for the entire County, including the 34 municipalities.

The *Adopted Components* of this Subelement include the Traffic Circulation goal, objectives and policies; maps of future conditions; and a monitoring program for evaluating progress toward Subelement implementation.

The Miami-Dade 2035 Long Range Transportation Plan (LRTP), was adopted in October 2009 to guide transportation investment in the County for the next 25 years. The LRTP includes improvements for roadways, transit, bicycle and pedestrian facilities, greenways and trails. It contains a "Cost-Feasible Plan" that categorizes projects into priority groupings based upon future funding availability. Priority I contains those projects scheduled to be funded through by 2014; Priority II contains projects scheduled to be funded between 2015 and 2020; Priority III contains projects scheduled to be funded between 2021 and 2025; and Priority IV contains projects scheduled to be funded between 2026 and 2035. It should be pointed out that the Comprehensive Development Master Plan (CDMP) has a planning horizon year of 2030 which does not coincide with the planning horizon of the Priority IV projects in the "Cost-Feasible Plan." Since the Priority IV grouping encompasses the CDMP horizon year, the required four-year updates to the "Cost-Feasible Plan" will continually adjust the funding availability for the Priority IV projects as the horizon year advances.

GOAL

DEVELOP, OPERATE AND MAINTAIN A SAFE, EFFICIENT AND ECONOMICAL TRAFFIC CIRCULATION SYSTEM IN MIAMI-DADE COUNTY THAT PROVIDES EASE OF MOBILITY TO ALL PEOPLE AND FOR ALL GOODS, IS CONSISTENT WITH DESIRED LAND USE PATTERNS, CONSERVES ENERGY, PROTECTS THE NATURAL ENVIRONMENT, ENHANCES NON-MOTORIZED TRANSPORTATION FACILITIES, SUPPORTS THE USAGE OF TRANSIT, AND STIMULATES ECONOMIC GROWTH.

Objective TC-1

It is desirable that all roadways in Miami-Dade County operate at the adopted level of service (LOS) standards or better. Miami-Dade County should strive to operate its roadway network at a level of service better than the base level of service standards contained herein.

Policies

- TC-1A. Miami-Dade County will continue to update and readopt a Long Range Transportation Plan, as periodically required, that will achieve Traffic Circulation Objective TC-1 above, in a manner consistent with the other objectives of the Comprehensive Development Master Plan (CDMP). Upon completion of each update of the Long Range Transportation Plan, Miami-Dade County shall prepare for submittal, pursuant to Chapter 163, Part II, F.S., proposals to enhance and revise the Traffic Circulation and Mass Transit Subelements of the Transportation Element as warranted by said technical findings and policy proposals, consistent with the goals, objectives and policies of the CDMP.
- TC-1B. The minimum acceptable peak period* operating level of service for all State and County roads in Miami-Dade County outside of the Urban Development Boundary (UDB) identified in the Land Use Element shall be LOS C. The minimum acceptable peak-period LOS for all State and County roads inside the UDB shall be the following:
- 1) Within the Urban Infill Area (UIA)²
 - (a) Where no public mass transit service exists, roadways shall operate at or above LOS E.
 - (b) Where mass transit service having headways of 20 minutes or less is provided within 1/2-mile distance, roadways shall operate at no greater than 120 percent of their capacity.
 - (c) Where extraordinary transit service such as rapid transit (e.g., commuter rail, Metrorail and People Mover), or premium bus service (e.g., bus rapid transit, express bus and enhanced bus systems) exists, parallel roadways within 1/2 mile shall operate at no greater than 150 percent of their capacity.
 - 2) Between the UIA and the UDB
 - (a) Roadways shall operate at no worse than LOS D (90 percent of their capacity) except that State Urban Minor Arterials (SUMAs) may operate at LOS E (100 percent of their capacity);
 - (b) Where public mass transit service exists having headways of 20 minutes or less within 1/2-mile distance, roadways shall operate at or above LOS E;
 - (c) Where extraordinary transit service such as rapid transit (e.g., commuter rail, Metrorail and People Mover), or premium bus service (e.g., bus rapid transit, express bus and enhanced bus systems) exists, parallel roadways within 1/2 mile shall operate at no greater than 120 percent of roadway capacity.
 - 3) Notwithstanding the foregoing, the following standards established by the Florida Department of Transportation (FDOT), are adopted by Miami-Dade County as

* Peak period means the average of the two highest consecutive hours of traffic volume during a weekday.

Note: LOS will be measured based on the latest edition of the Highway Capacity Manual.

² UIA is defined as that part of Miami-Dade County located east of, and including, SR 826 (Palmetto Expressway) and NW/SW 77 Avenue, excluding the area north of SR 826 and west of I-95.

its minimum LOS standards for Florida Strategic Intermodal System (SIS) highway corridors in Miami-Dade County:

(a) Outside the UDB

1. Limited access State highways shall operate at LOS C or better;
2. Controlled access State highways shall operate at LOS C or better; and
3. Constrained or backlogged limited and controlled access state highways operating below LOS C, must be managed to not cause significant degradation.

(a) Inside the UDB

1. Limited access State highways shall operate at LOS D or better, except where exclusive through lanes exist, roadways may operate at LOS E.
2. Controlled access State highways shall operate at LOS D or better, except where such roadways are parallel to exclusive transit facilities or are located inside designated transportation concurrency management areas (TCMA's), roadways may operate at LOS E.
3. Constrained or backlogged limited and controlled access State highways operating below the foregoing minimums must be managed to not cause significant deterioration.

- TC-1C. The County shall continue to maintain and enhance as necessary, a comprehensive traffic counting system for annually monitoring the level of service on, at a minimum, the County roadway system.
- TC-1D. Issuance of all development orders for new development or significant expansions of existing development shall be contingent upon compliance with the Level of Service standards contained in Policy TC-1B, except as otherwise provided in the "Concurrency Management Program" section of the Capital Improvements Element.
- TC-1E. The County shall, to the maximum extent feasible, improve the operating efficiency of the existing thoroughfare system and reduce peak hour congestion by encouraging the application of low-cost transportation system management techniques including, but not limited to, improved signal timing, and intersection signing, marking, channelization, and on-street parking restrictions.

NOTES: Constrained SIS facilities are roadways that FDOT has determined will not be expanded by the addition of two or more through lanes because of physical, environmental or policy constraints.

Backlogged SIS facilities are roadways operating below the minimum LOS standards, not constrained, and not programmed for addition of lanes in the first three years of FDOT's adopted work program or the five-year CIE.

For roadways outside the UDB significant degradation means an average annual daily traffic increase in two-way traffic volume of 5 percent, or a 5 percent reduction in operating speed for the peak direction in the 100th highest hour. For roadways inside the UDB, roadways parallel to exclusive transit facilities or roadways in transportation concurrency management areas, significant degradation means an average annual daily traffic increase in two-way traffic volume of 10 percent, or a 10 percent reduction in operating speed for the peak direction in the 100th highest hour.

**SUMMARY
MIAMI-DADE COUNTY
TRAFFIC CIRCULATION LEVEL OF SERVICE STANDARDS**

**Peak Period* LOS Standards
Non-SIS Roadways**

Location	Transit Availability		
	No Transit Service	20 Min. Headway Transit Service Within 1/2 Mile	Extraordinary Transit Service (Commuter Rail, Metrorail, People Mover, Bus Rapid Transit, Express Bus, or Enhanced Bus Service)
Outside UDB	LOS C-State Minor Arterials LOS C-County Roads and State Principal Arterials		
Between UIA and UDB	LOS D (90% of Capacity); or LOS E (100% Capacity) on SUMAs	LOS E (100% of Capacity)	120% of Capacity
Inside UIA	LOS E (100% of Capacity)	120% of Capacity	150% of Capacity

SIS Roadways

SIS Facility	Location				
	Outside UDB	Inside UDB	Roadways Parallel to Exclusive Transit Facilities	Inside Transportation Concurrency Management Areas	Constrained or Backlogged Roadways
Limited Access Facilities	C	D [E]	D [E]	D [E]	Manage
Controlled Access Facilities	C	D	E	E	Manage

NOTES: LOS inside of [brackets] applies to general use lanes only when exclusive thru lanes exist.

SIS= Strategic Intermodal System

UIA= Urban Infill Area--Area east of, and including NW/SW 77 Avenue and SR 826 (Palmetto Expressway),
and excluding the area north of SR 826 and west of I-95.

UDB=Urban Development Boundary

SUMA=State Urban Minor Arterial

*Peak-period means the average of the two highest consecutive hours of traffic volume during a weekday.

- TC-1F. The County shall implement a transportation demand management (TDM) program to reduce overall peak-hour demand and use of single occupant vehicles (SOV). This program will include such TDM strategies as the following:
- 1) van pooling and employer-based carpooling;
 - 2) employer-based staggered and/or flexible work hours;
 - 3) parking management;
 - 4) telecommunicating;
 - 5) congestion pricing;
 - 6) park and ride lots;
 - 7) managed lanes;
 - 8) trip reduction ordinances;
 - 9) transportation management associations (TMA's); and
 - 10) subsidies for transit riders.
- TC-1G. Miami-Dade County shall continue to implement procedures and requirements for all development, regardless of size, to contribute its proportionate share of transportation facilities, or funds or land therefore, necessary to accommodate the impact of the proposed development. The County shall periodically review and update impact fee schedules to ensure that all public and marginal costs are appropriately recognized, and that fee structures reflect pertinent geographic (i.e., core vs. fringe area) variability in facility usage.
- TC-1H. In highway and transit planning activities of the County and the Metropolitan Planning Organization (MPO), Miami-Dade County will give highest priority to the funding of necessary capacity improvements to roadways on the Strategic Intermodal System (SIS) as defined in Section 339.61, F.S., and to proximate facilities and services that would serve to relieve congestion on SIS facilities which are operating above their capacity. Further, the County and the Miami-Dade County MPO shall coordinate with FDOT to develop feasible strategies and mechanisms to minimize local traffic impact on SIS facilities.
- TC-1I. The County will continue to investigate, develop and implement parking management strategies to promote the land use and transportation objectives of the CDMP to reduce the use of Single Occupant Vehicles (SOVs) and highway congestion and encourage the use of transit and ridesharing. Additionally, parking requirements in the County's zoning regulations will be reviewed to encourage shared and possibly on-street parking in planned Urban Centers, and to moderate parking requirements where transit service exists, and where developments contain complementary use mixes.
- TC-1J. The County will continue to implement the recommendations of the Countywide Parking Policy Study, Park and Ride Lot Plan Study and Consolidated Park and Ride Facilities Plan conducted by the Miami-Dade County MPO.
- TC-1K. The County shall utilize the Miami-Dade County MPO transportation planning and project review processes to evaluate and implement roadway and transit

improvements that will improve access to, and connections between, the County's major aviation, rail and port facilities.

Objective TC-2

Rights-of-way and corridors needed for existing and future transportation facilities will be designated and reserved.

Policies

- TC-2A. The County shall continue to maintain and enforce the minimum right-of-way requirements as established in the *Public Works Manual* and in Chapter 33, Zoning, *Code of Miami-Dade County*, to ensure Countywide continuity of the thoroughfare system. The County shall review roadway design standards and right-of-way reservations and shall propose changes as may be necessary to better accommodate projected vehicular and non-vehicular movement in the corridors and design features recommended in the Transportation and Land Use Elements.
- TC-2B. The County shall require the dedication of the appropriate share of all necessary rights-of-way from all developments at the time of development.
- TC-2C. Except for those section, half-section and quarter-section line rights-of-way within the portion of the Northwest Wellfield Protection Area located west of the Homestead Extension of the Florida Turnpike, advance rights-of-way shall be reserved or acquired, where necessary, for future transportation improvements identified in the Traffic Circulation and Mass Transit Subelements.
- TC-2D. The section line, half-section line, and quarter-section line road system should form a continuous network within developed areas, interrupted only when it would destroy the integrity of a neighborhood or development. The County shall not approve vacation of zoned rights-of-way unless it is determined that the right-of-way is not required for present or future public use, or unless the zoned right-of-way is within that portion of the Northwest Wellfield Protection Area located west of the Homestead Extension of the Florida Turnpike, and the CDMP Guidelines for Urban Form will be reflected.

Objective TC-3

The County's transportation system will emphasize safe and efficient management of traffic flow, the safety of pedestrians and bicyclists, and enhance and encourage the use of transit.

Policies

- TC-3A. The County shall continue to assure provision of an adequate, properly designed and safe system for controlling vehicular accessibility to major thoroughfares through adopted design standards and procedures, which at a minimum address:
- 1) Adequate storage and turning bays;
 - 2) Spacing and design of median openings and curb cuts;
 - 3) Provision of service roads;

- 4) Driveway access and spacing and;
- 5) Traffic operations.

- TC-3B. The County will continue to monitor high accident-frequency locations on the County highway system to identify any design improvements, which may alleviate hazardous conditions and incorporate such improvements into the Transportation Improvement Program (TIP).
- TC-3C. By 2015, Miami-Dade County shall develop a “Complete Streets” program which will be sensitive to the needs of the users of all modes of transportation including bicyclists and pedestrians and include the following components: street typology based on land use context due to how a roadway passing through different land uses will vary in character; hierarchy of street types and designs; provision of sidewalks and bicycle facilities; adequate landscaping and street furniture; bus lanes and transit facilities; and improve aesthetics and design for the safety of all users, including vulnerable populations such as children and seniors.
- TC-3D. The County shall design new roadways in a way that supports transit usage and incorporates planned rapid transit corridors, dedicated bus lanes and other transit improvements to further incentivize and facilitate the use of transit, wherever feasible.

Objective TC-4

The Traffic Circulation Subelement will continue to be coordinated with the goals, objectives and policies of the Land Use Element, including the land uses, Urban Development Boundary and Urban Expansion Area designated on the Land Use Plan map, and with the goals, objectives and policies of all other Elements of the CDMP.

Policies

- TC-4A. The County shall maintain the Traffic Circulation Subelement consistent with the objectives and policies of the CDMP Land Use Element.
- TC-4B. The adopted Land Use Plan map shall be used to guide the planning of future transportation corridors and facilities to ensure the proper coordination between transportation planning and future development patterns.
- TC-4C. Miami-Dade County's priority in construction, maintenance, and reconstruction of roadways, and the allocation of financial resources, shall be given first to serve the area within the Urban Infill Area and Transportation Concurrency Exception Areas. Second priority shall be given to serve the area within the Urban Development Boundary and the Urban Infill Area. And third priority in transportation allocations shall support the staged development of the urbanizing portions of the County within the Urban Expansion Area. Transportation improvements which encourage development in Agriculture and Open Land areas shall be avoided, except for those improvements which are necessary for public safety and which serve the localized needs of these non-urban areas. Areas designated Environmental Protection shall be particularly avoided.

- TC-4D. Miami-Dade County shall set as a priority in its transportation planning program the provision of facilities and services to accomplish the timely evacuation of Miami-Dade County's barrier islands in advance of approaching hurricanes.
- TC-4E. Notwithstanding the designation of Krome Avenue as a Major Roadway on the CDMP Land Use Plan Map or as a four-lane roadway in the Traffic Circulation Subelement, no construction associated with the four-laning, or other capacity improvement, of Krome Avenue outside the Urban Development Boundary shall occur until FDOT has prepared, and the Board of County Commissioners has adopted, a detailed binding access control plan for the Krome Avenue corridor. This plan should emphasize access to properties fronting Krome Avenue primarily through alternative street locations.
- TC-4F. The County shall consistently improve strategies to facilitate a Countywide shift in travel modes from personal automobile use to pedestrian, bicycle and transit modes. The priority for transportation infrastructure expenditures shall be to insure that pedestrian, bicycle and transit features are incorporated into roadway design.

Objective TC-5

The traffic circulation system will protect and enhance community and neighborhood integrity.

Policies

- TC-5A. The County will conserve, protect and enhance the character of neighborhoods from the avoidable intrusion of major thoroughfares and expressways.
- TC-5B. Major thoroughfares and intersections should be located and designed in a manner which would not tend to sever or fragment land which is, or could otherwise be, developed as a well-defined neighborhood.
- TC-5C. The County shall discourage through traffic in neighborhoods by adequately accommodating through traffic demands on arterial roadways.
- TC-5D. The County shall encourage interconnectivity between neighborhoods, local services, schools, parks, employment centers, and transit stops and stations; discourage cul-de-sac and walled-in subdivision designs; and facilitate pedestrian-oriented urban design that connects neighborhoods and provides accessibility for non-drivers.

Objective TC-6

Plan and develop a transportation system that preserves environmentally sensitive areas, conserves energy and natural resources, addresses climate change impacts, and promotes community aesthetic values.

Policies

- TC-6A. The County shall avoid transportation improvements which encourage or subsidize increased development in coastal high hazard areas, environmentally sensitive areas

identified in the Coastal Management and Conservation, Aquifer Recharge and Drainage Elements, and areas of high risk of significant inland flooding.

- TC-6B. Land access interchanges shall not be placed or constructed in a manner that would provide access to environmental protection areas or other areas to be conserved in order to prevent undue pressure for development of such areas.
- TC-6C. If no feasible alternative exists, needed transportation facilities may traverse environmental protection or conservation areas, however such access should be limited and design techniques should be used to minimize the negative impact upon the natural systems.
- TC-6D. New roadways shall be designed to prevent and control soil erosion, minimize clearing and grubbing operations, minimize storm runoff, minimize exposure and risk of climate change impacts such as increased flood conditions, and avoid unnecessary changes in drainage patterns.
- TC-6E. The County shall pursue and support transportation programs (e.g., rapid transit, premium bus service, managed lanes, and bikeways) that will help to maintain or provide necessary improvement in air quality and which help conserve energy.
- TC-6F. Design new roadways in such a manner as to make them compatible with the surrounding environment, complement adjacent development and provide aesthetically pleasing visual experience to the user and the adjacent areas.
- TC-6G. Require adequate arterial road dedications to allow for linear landscaped open space adjacent to two-lane roads and for medians as well as adjacent landscaped margins for four-lane roads.

Objective TC-7

Miami-Dade County's Traffic Circulation Subelement, and the plans and programs of the State, region and local jurisdictions, will continue to be coordinated.

Policies

- TC-7A. Miami-Dade County shall annually review subsequent Florida Department of Transportation (FDOT) Five-Year work programs to ensure that they remain consistent with and further the Traffic Circulation Subelement and other Elements of Miami-Dade County's CDMP.
- TC-7B. Miami-Dade County shall continue to coordinate local transportation planning of the Metropolitan Planning Organization (MPO) for the Miami Urbanized Area, and specifically the MPO's development of the Long Range Transportation Plan Update, with the CDMP transportation planning process.
- TC-7C. The County shall review the compatibility of the Traffic Circulation Subelement and coordinate it with the traffic circulation plans and programs of the municipalities in Miami-Dade County, adjacent counties, the South Florida Regional Transportation Authority, and the South Florida Regional Planning Council and shall cooperate in maintaining adequate inter-regional mobility.

- TC-7D. The County shall promote areawide coordination with local governments and regional and state agencies in the implementation of the Transportation Element, through mechanisms such as established by the Miami-Dade County MPO, FDOT Districts 4 and 6, the South Florida Regional Transportation Authority, and the South Florida Regional Planning Council.
- TC-7E. The County shall promote coordination with all relevant transportation agencies to address climate change impacts.

Future Traffic Circulation Map Series

Figures 1, 3, 4 and 5 in the future traffic circulation map series present the planned highway network as adopted in the MPO's Long Range Transportation Cost Feasible Plan. The following is a series of future traffic circulation maps, which present the long-term transportation network proposed for the Year 2030. Figure 1, Planned Year 2030 Roadway Network, depicts the lane requirements for the Year 2030. It is the purpose of the map to identify generally, where future throughways will be located to serve future travel demand.

Figure 2, Roadway Functional Classification - 2012 indicates the existing role that various roadways serve. The classification is established by the Florida Department of Transportation in accordance with State criteria and formulae. The classification of all State and County roadways is periodically updated by the State to reflect changing conditions. Accordingly, Figure 2 will be subject to amendment from time to time to reflect those updates.

Figure 3, Roadway Functional Classification - 2030, indicates the roadway classification for State and County facilities on the 2030 network. The classification of roadways indicate the role of the various roadways in meeting the future mobility needs and serving land uses as well as the jurisdictional responsibility. The functional classification of most arterial highways and expressways is not projected to change through time. Only in certain instances are existing roadways anticipated for reclassification. This occurs where growth is planned and travel demand is projected to increase, thus causing these roads to function differently. All roads on the State highway system have been classified as arterials, and all roads on the County highway system have been classified as minor arterials or collectors.

Figure 3.1, Temporary Roadways and Roadway Improvements in Connection with the Construction of Turkey Point Units 6 & 7, illustrates the roadway improvements necessary to accommodate the increased traffic associated with the construction of the Turkey Point Units 6 & 7. This nuclear expansion project is projected to occur between 2013 and 2020 and has been determined by the Board of County Commissioners to be a public necessity. All roadway improvements associated with the construction of Turkey Point Units 6 & 7 as shown in Figure 3.1 are to be temporary and must satisfy the following criteria.

1. The temporary roadway improvement serves to accommodate traffic during the construction of Turkey Point Units 6 & 7;
2. The temporary roadway improvements are designed in a manner that provide no more than what is required for safe roadway conditions and secure access to the construction site;

3. Construction of the temporary roadways and roadway improvements will commence no sooner than two (2) years prior to commencement of construction of Turkey Point Units 6 & 7;
4. Within 2 years following the construction of Turkey Point Units 6 & 7 (a) all temporary roadway improvements on publicly owned rights-of-way will be returned to the status of the roadway(s) prior to the commencement of construction of the temporary roadways and roadway improvements, and, (b) any privately owned roadway will be returned to the minimum roadway width required to provide maintenance to FPL facilities and shall not be more than two lanes;
5. FPL shall pay all costs associated with construction and removal of temporary roadway improvements;
6. Temporary roadways and roadway improvements shall be designed to meet the substantive requirements of Chapter 24, Miami-Dade County Code, as interpreted by DERM. In addition, the design of the temporary roadways and roadway improvements shall also be consistent with the goals, objectives and policies of the CDMP, the objectives of the Comprehensive Everglades Restoration Plan, County land use approvals, and other applicable County approved environmental management plans for publicly owned lands, as may be amended from time to time, and appropriate mechanisms shall be provided to enhance protection for wildlife in the area, and the Miami-Dade County Department of Regulatory and Economic Resources, Division of Environmental Resources Management, shall enforce the environmental regulations within its jurisdiction, to the extent allowable by law;
7. Temporary roadway improvements on privately owned property shall not be open to the general public. Miami-Dade County and other agencies with needed access shall, after providing proper notification to FPL, be granted access to this private roadway; and,
8. At FPL's expense, all temporary roadway improvements south of SW 344th Street shall be patrolled by security personnel when in active use and shall maintain security gates or other appropriate security measures during inactive periods. To the greatest extent possible, FPL shall deter access by the general public on temporary roadways south of SW 344th Street.

Any roadway designated as a temporary roadway on Figure 3.1 need not be indicated as a Minor Roadway or Major Roadway on the LUP map and a temporary roadway improvement need not be identified on any other map in the Future Traffic Circulation Map Series. All limited access facilities for the year 2030 are shown in Figure 4. Limited access facilities include all freeways and expressways in Miami-Dade County.

Figure 5, Planned Roadway Network Level of Service - 2030, illustrates the projected levels of service for the Planned Year 2030 roadway network. Figure 6, Planned Non-Motorized Transportation Network - 2030, depicts the planned non-motorized network consisting of on- and off-road bicycle facilities and multi-use trails; Figure 6 reflects the recommended facilities and improvements of the adopted Miami-Dade Bicycle Facilities Plan. Figure 7, Designated Evacuation Routes - 2030, identifies the County's designated local and regional transportation facilities critical to the evacuation of the coastal population. Figure 8, Freight Lines - 2030, depicts future freight lines throughout the County.

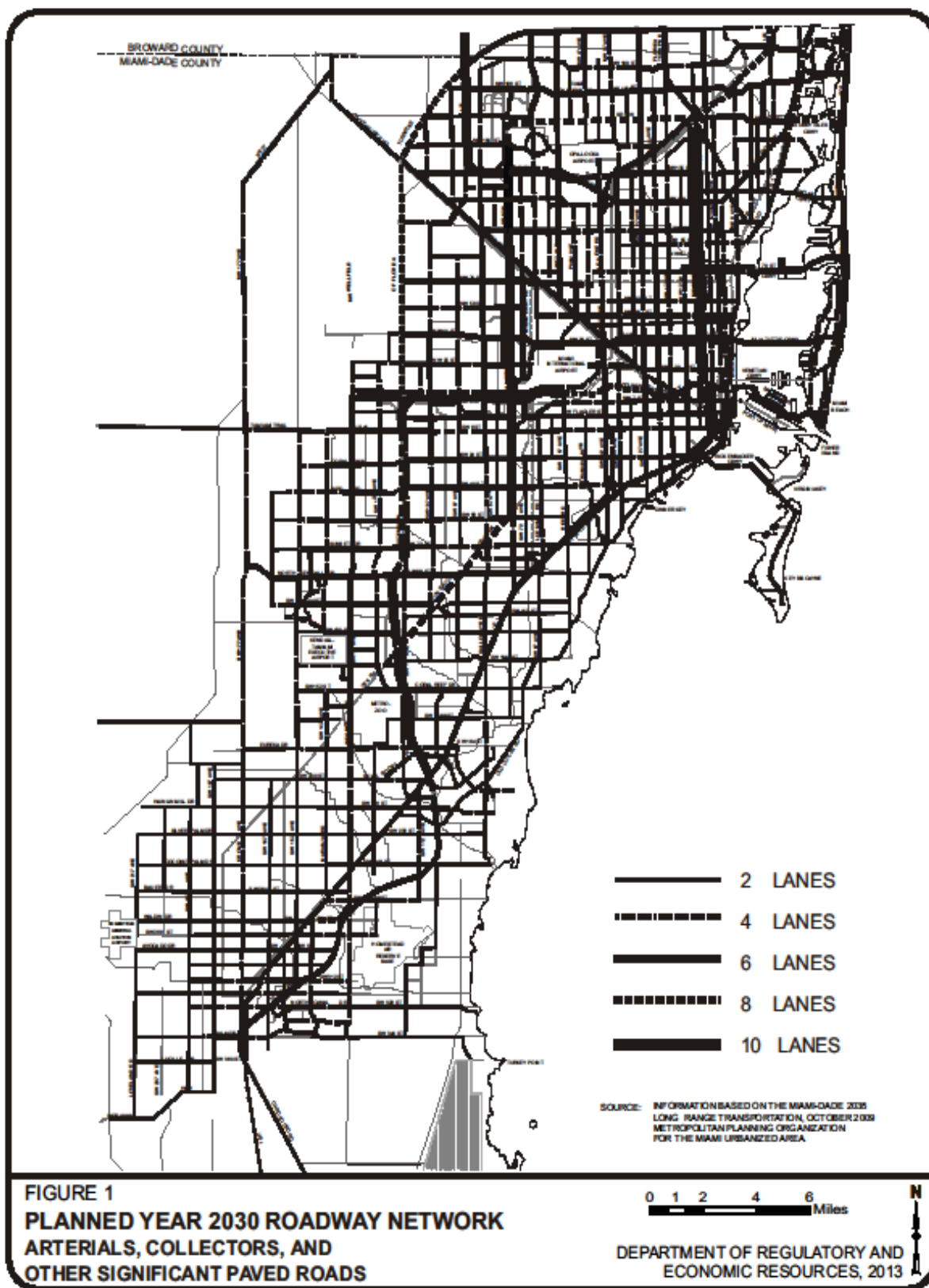
The Metropolitan Planning Organization (MPO), which coordinates all transportation planning for Miami-Dade County, is responsible for periodically updating the MPO's Long Range Transportation Plan. It is anticipated that the future traffic circulation network included in the Transportation Element will be adjusted during future plan amendment cycles to reflect the findings of that planning activity, in keeping with the goals, objectives and policies of the CDMP.

With regard to the following transportation improvements necessary to serve Application No. 5 in the April 2005-2006 CDMP Cycle, in no event shall a Building Permit for development within that area be issued until the MPO Miami-Dade Long Range Transportation Plan has been amended to reflect the following changes in priority of the construction phasing of the roadway network:

- I-75 between Miami-Dade/Broward County Line and SR 826/Palmetto Expressway: from 8 lanes to 10 lanes, advance to Priority 3 (2021-2025);
- SR 826/Palmetto Expressway between NW 103 Street and NW 154 Street: from 8 lanes to 10 lanes, advance to Priority 3 (2021-2025);
- SR 826/Palmetto Expressway from NW 154 Street to I-95: from 6 lanes to 8 lanes, advance to Priority 3 (2021-2025),
- HEFT from SR 836 to Okeechobee Road: 8 lanes + auxiliary lanes, advance to Priority 3 (2021 to 2025),
- HEFT from Okeechobee Road to I-75: 8 lanes + auxiliary lanes, advance to Priority 3 (2021 to 2025), and
- HEFT from I-75 to Turnpike Mainline: from 4 lanes to 6 lanes, advance to Priority 3 (2021 to 2025).

The proposed transportation network is expected to evolve incrementally over the next twenty years. The first five-year components are based on the current adopted Transportation Improvement Program. Improvements that are the County's responsibility are listed in the Capital Improvements Element. The remainder of improvements is projected for construction between 2017 and 2035; the phasing of all improvement projects is listed in the adopted MPO's Long Range Transportation Plan.

Roadway alignments shown in the traffic circulation map series are general indicators of facility location. Specific alignments will be determined through detailed transportation planning, development review processes, subdivision platting, and highway design and engineering studies.



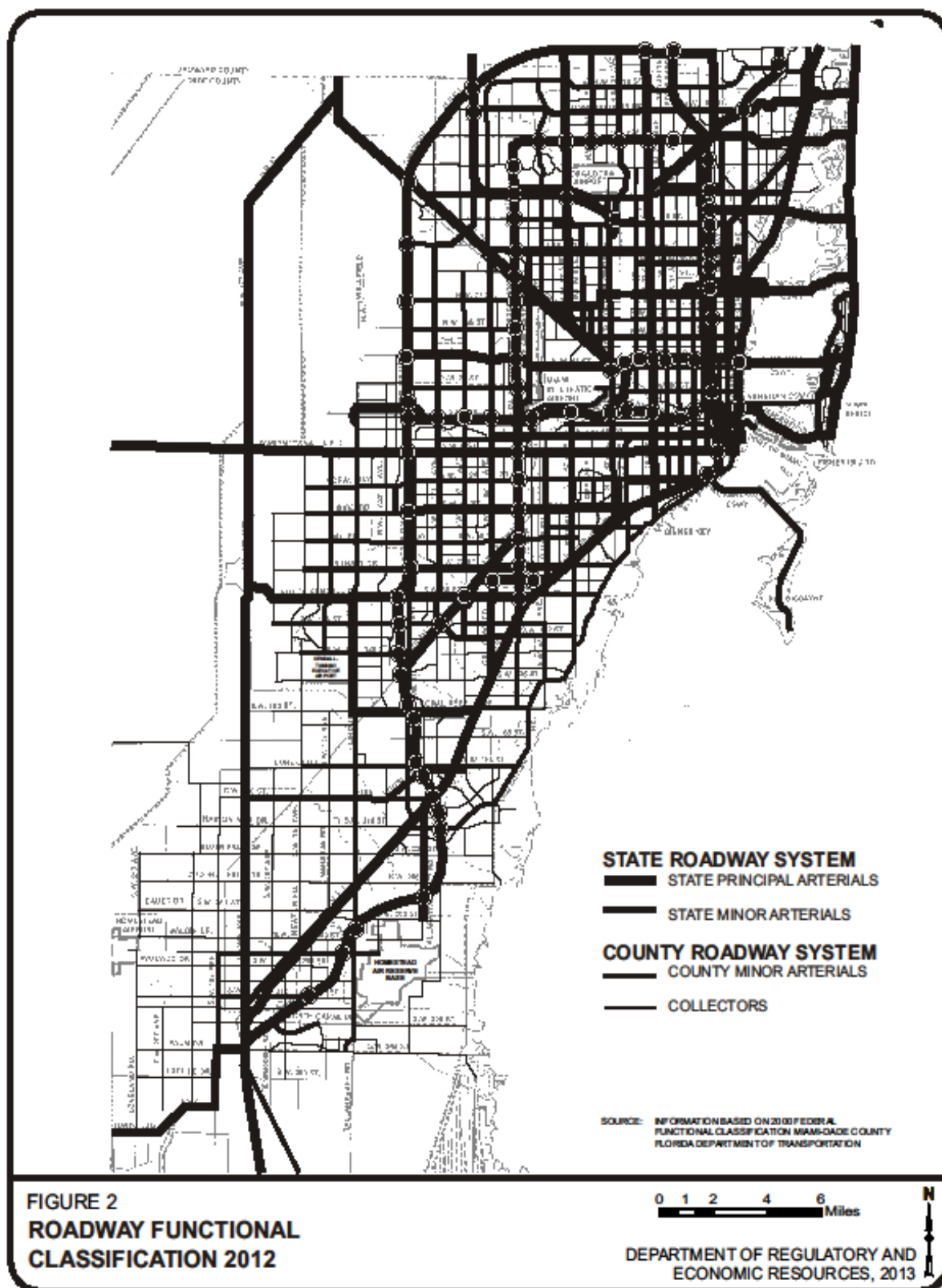


FIGURE 2
ROADWAY FUNCTIONAL
CLASSIFICATION 2012

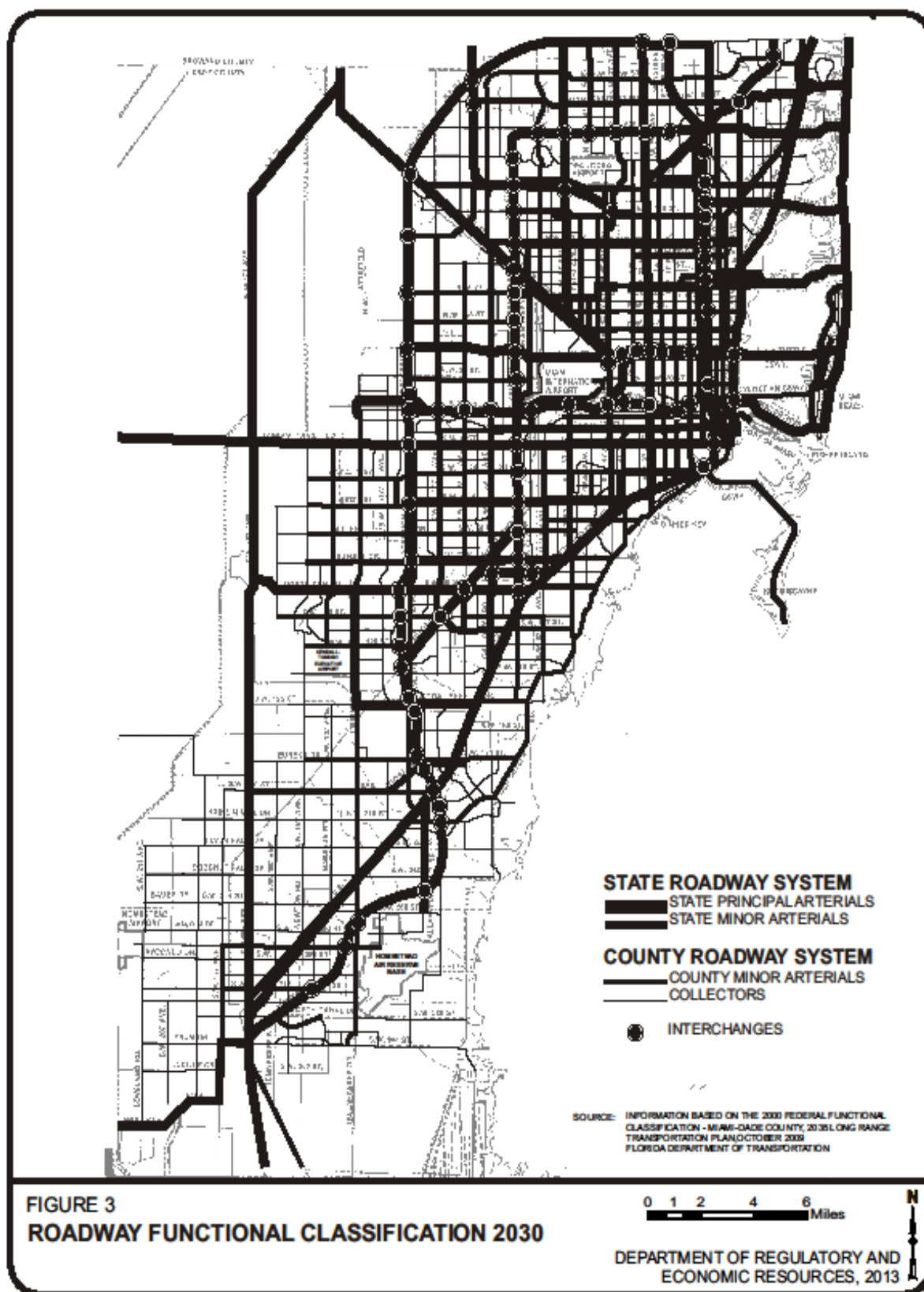
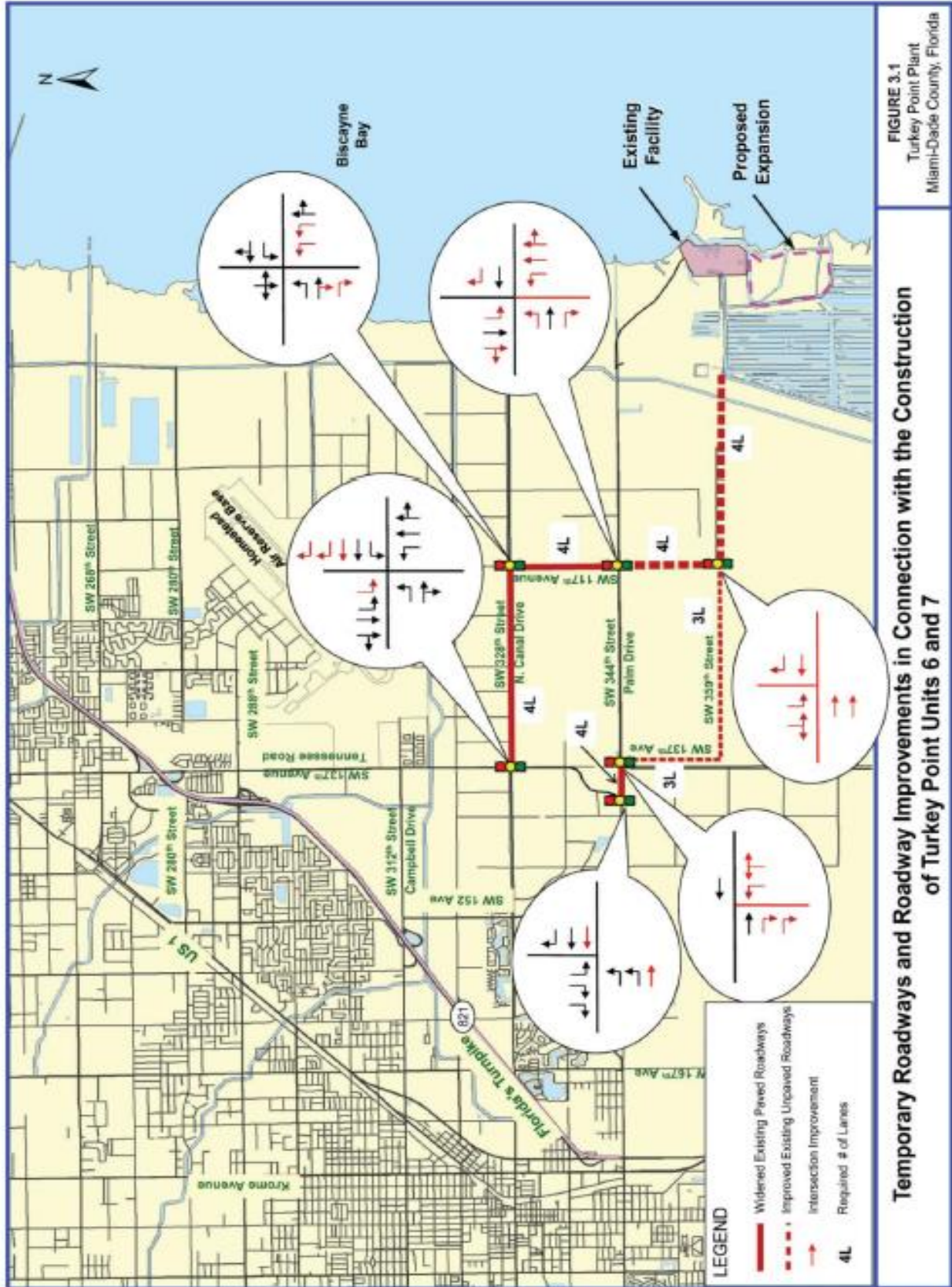
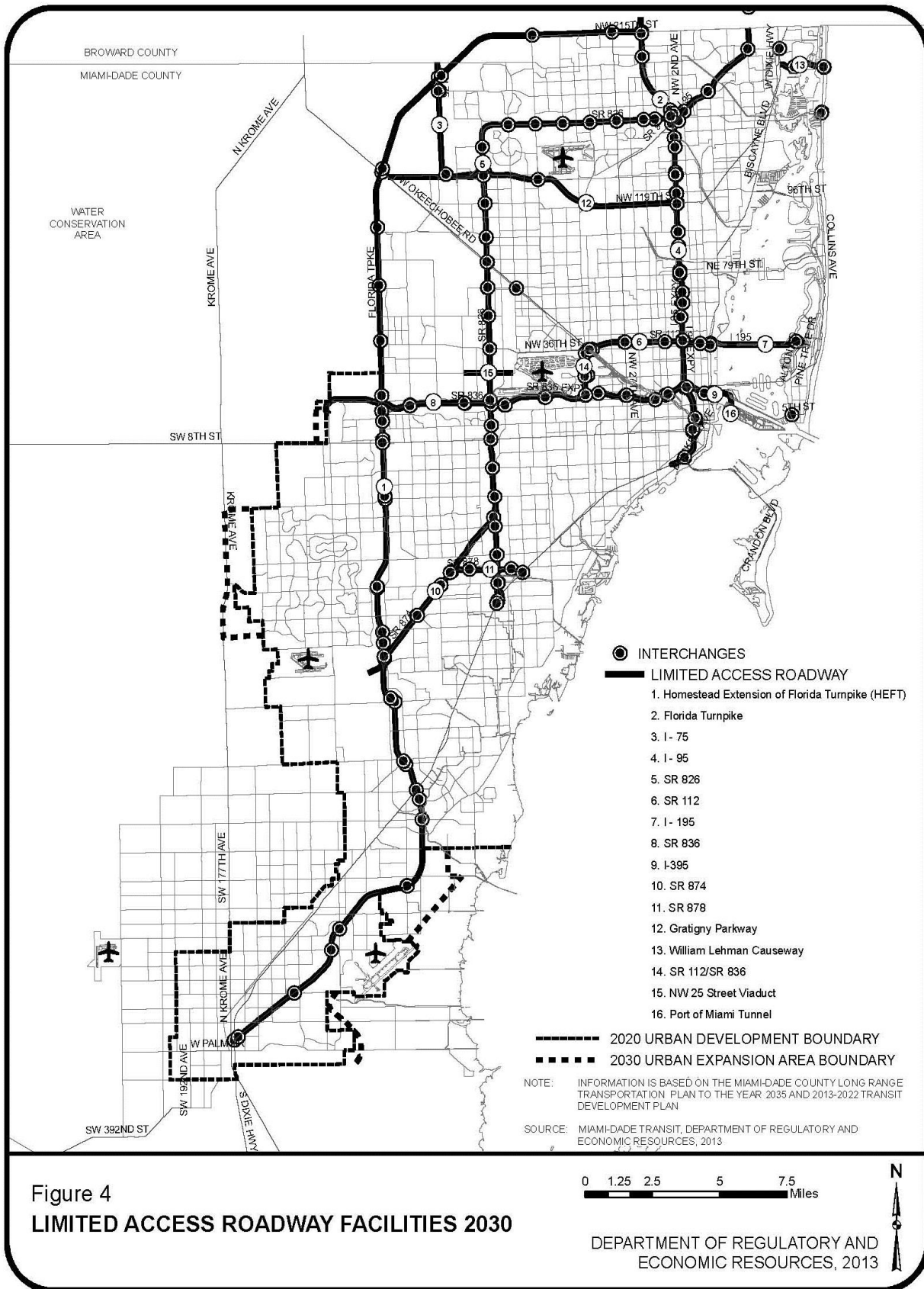


FIGURE 3
ROADWAY FUNCTIONAL CLASSIFICATION 2030



Temporary Roadways and Roadway Improvements in Connection with the Construction of Turkey Point Units 6 and 7



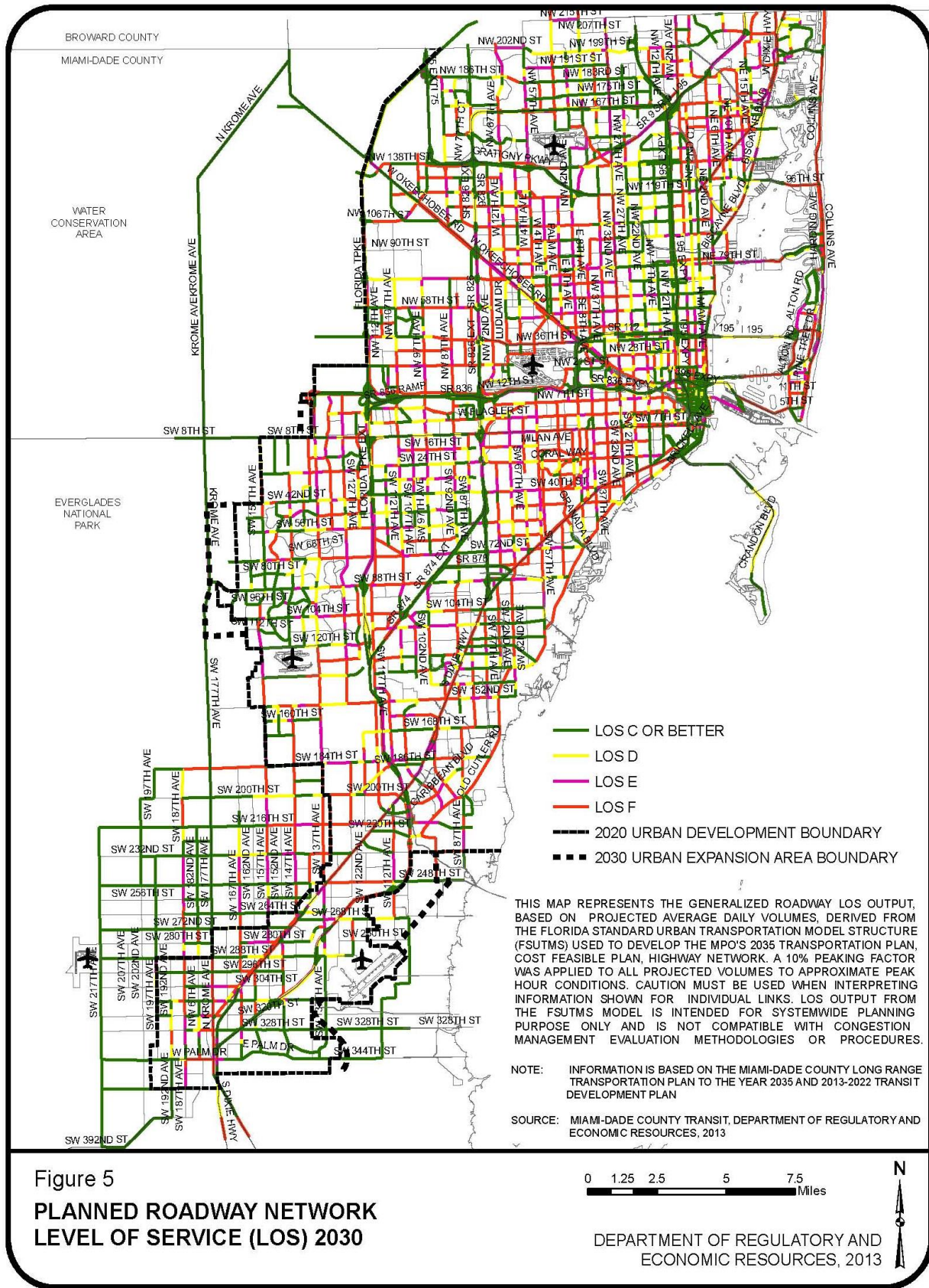


Figure 5
**PLANNED ROADWAY NETWORK
 LEVEL OF SERVICE (LOS) 2030**

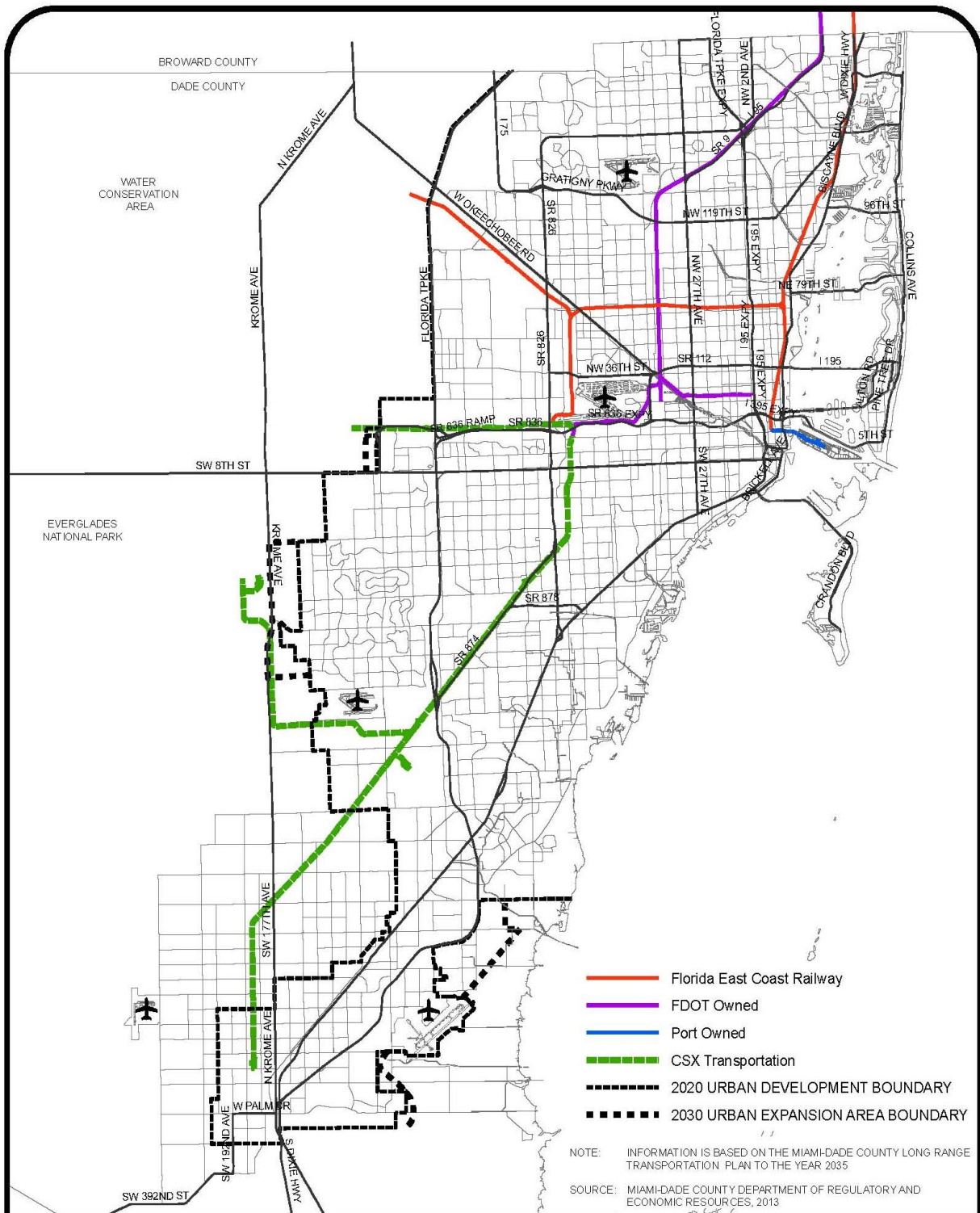


Figure 8
FREIGHT RAIL LINES 2030

0 1 2 4 6
Miles

DEPARTMENT OF REGULATORY AND
ECONOMIC RESOURCES, 2013

Monitoring Program

This section outlines the substantive elements of Miami-Dade County's monitoring program pertinent to the objectives, policies and parameters referenced in this Subelement.

Objective TC-1. Attainment of adopted traffic circulation level of service standards.

Objective TC-2. Enforcement of minimum right-of-way requirements established in Chapter 33 of the *Code of Miami-Dade County* and *Public Works Manual* either through acquisition or dedication.

Objective TC-3. Enforcement of adopted roadway design standards and procedures in the *Public Works Manual* during the review of site plans and plats of proposed developments. Identify high accident-frequency locations and recommend remedial actions to alleviate hazardous conditions based on information provided by the Miami-Dade Police Department Data Systems Bureau.

Objective TC-4. Quantify the number of Element amendments revised for consistency with the goals, objectives and policies of the Land Use Element, including the land uses, Urban Development Boundary and Urban Expansion Area designated on the Land Use Plan map, and with the goals, objectives and policies of all other Elements of the CDMP. Number of transportation projects that enhance transit, bicycle, and pedestrian modes of transportation.

Objective TC-5. Quantify the number of reviews processed for proposed roadway construction improvements, provided by oversight committees for the protection of community and neighborhood integrity. Number of subdivisions and plats reviewed for approval processes which incorporate interconnectivity between neighborhoods, local services, schools and employment centers.

Objective TC-6. Number of transportation demand management (TDM) and transportation system management (TSM) programs implemented, number of environmental reviews conducted for roadway construction and reconstruction projects, and number of arterial landscaping improvements completed. Number of transportation projects that address climate change impacts, such as increased flood conditions.

Objective TC-7. Quantify the number of reviews completed on various plans and programs of FDOT, MPO, and where appropriate, adjacent counties, and annually verify the consistency of programmed improvements for implementation in the TIP with the CDMP. Number of transportation plans extending planning horizons to address climate change impacts.

MASS TRANSIT SUBELEMENT

Introduction

The purpose of the Mass Transit Subelement is to provide for the development of mass transit facilities as a major component of the County's overall multimodal transportation system to enhance mobility. It is recognized that the planned future transportation improvements in the Traffic Circulation Subelement must be complemented with transit improvements in order to achieve a balanced multimodal transportation system through the year 2030.

This Subelement contains the Mass Transit Goal, Objectives and Policies, a series of mass transit maps showing planned future mass transit facilities and service areas, and procedures for monitoring and evaluating conditions. The various objectives and policies emphasize the maintenance and development of transit services and facilities to support the staging and phasing of designated future land use patterns consistent with the Land Use Element.

It is the intention of Miami-Dade County through the implementation of this Subelement to emphasize the importance of providing mass transit services from residential areas to employment centers and tourist destinations in order to shift the travel mode from single-occupancy vehicles to mass transit.

GOAL

MAINTAIN, OPERATE AND DEVELOP A MASS TRANSIT SYSTEM IN MIAMI-DADE COUNTY THAT PROVIDES EFFICIENT, CONVENIENT, ACCESSIBLE, AND AFFORDABLE SERVICE TO ALL RESIDENTS AND VISITORS.

Objective MT-1

The mass transit system shall operate at a level of service no lower than the standard contained herein.

Policies

- MT-1A. The minimum peak-hour mass transit level-of-service shall be that all areas within the Urban Development Boundary (UDB) of the Land Use Plan (LUP) which have a combined resident and work force population of more than 10,000 persons per square mile shall be provided with public transit service having 30-minute headways and an average route spacing of one mile provided that:
- 1) The average combined population and employment density along the corridor between the existing transit network and the area of expansion exceeds 4,000 per square mile, and the corridor is 0.5 miles on either side of any necessary new routes or route extensions to the area of expansion;
 - 2) It is estimated that there is sufficient demand to warrant the service;
 - 3) The service is economically feasible; and
 - 4) The expansion of transit service into new areas is not provided at the detriment of existing or planned services in higher density areas with greater need.

- MT-1B. Issuance of all development orders for new development or significant expansions of existing development shall be contingent upon compliance with the Level of Service standard contained in Policy MT-1A.
- MT-1C. Miami-Dade County shall monitor and review transit system compliance with adopted Level of Service standards annually.
- MT-1D. Miami-Dade County shall adopt, and update annually, a 10-year Transit Development Plan to address transit needs consistent with adopted Level of Service policies and transit planning guidelines.

Objective MT-2

Coordinate the provision of efficient transit service and facilities with the location and intensity of designated future land use patterns as identified on the Land Use Plan Map, and the goal, objectives and policies of the Land Use Element.

Policies

- MT-2A. Transit system improvements shall be coordinated with, and support the staging and shaping of development as planned in the Land Use Element, through Miami-Dade County's transportation planning process.
- MT-2B. The area surrounding future rapid transit stations not yet sited or depicted on the Land Use Plan map shall be designed and developed, at a minimum, as community urban centers, containing land use and development designs that promote transit use as defined in the Land Use Element.
- MT-2C. Priority in transit system improvements will be balanced between the existing service area, and future traffic generators and attractors within the Urban Development Boundary of the Land Use Plan Map.
- MT-2D. Planning of transit system modifications and improvements shall be coordinated with Miami Dade County's Department of Regulatory and Economic Resources, Miami-Dade Transit, Metropolitan Planning Organization, Miami-Dade Expressway Authority, Florida Department of Transportation and other pertinent agencies to further the implementation of a multimodal transportation system.
- MT-2E. Miami-Dade Transit should consider climate change mitigation and adaptation strategies and prioritize those strategies and programs.

Objective MT-3

Provide a sound funding base utilizing public and private sources that will assure maintenance of existing service operations and timely implementation of the needed transit improvement projects and services.

Policies

- MT-3A. Miami-Dade County shall strive to establish, through legislative or electoral approval or other means, a dedicated source of revenue that will support current and future

transit operations. Sources to be considered may include: a sales tax; levies on motor fuels, motor vehicles, and parking facilities through special benefit assessments; transit impact fees; joint development; and advertising and concessions proposals.

- MT-3B. Any transit plans Miami-Dade County develops, now and in the future, shall be fiscally sound.
- MT-3C. Miami-Dade County shall research the legal possibility of Miami-Dade Expressway Authority sharing or spending part of its revenues on transit related projects.
- MT-3D. Miami-Dade County shall consider expanding the use of Roadway impact fees for transit related projects.

Objective MT-4

Provide convenient, accessible, affordable, and safe mass transit services and facilities.

Policies

- MT-4A. Miami-Dade County, with appropriate private sector contributions shall provide a network of regular mass transit and special services to facilitate access to major centers of employment, commercial, medical, educational, governmental, and recreational activity, and planned urban centers identified in the Land Use Element.
- MT-4B. Miami-Dade County, with assistance from Florida Department of Transportation (FDOT), Miami-Dade Expressway Authority (MDX), and other pertinent agencies shall provide service that is competitive with automobile travel in terms of reliability, safety and overall travel time and cost.
- MT-4C. Miami-Dade County, with assistance from the Federal Transit Administration, Florida Department of Transportation, Miami-Dade Expressway Authority, and other pertinent agencies, shall provide express bus routes along corridors with managed lanes, accessible park-and-ride facilities and direct ramps to/from the managed lanes to the park-and-ride facilities and Metrorail facilities when feasible.

Objective MT-5

Provide equitable transportation services to all groups in the metropolitan area, including the special transportation needs of the elderly, persons with disabilities, low income and other transit dependent persons.

Policies

- MT-5A. Miami-Dade County shall continue to provide equitable transportation services in accordance with Federal Transit Administration (FTA) Title VI Civil Rights requirements.
- MT-5B. Miami-Dade County shall continue to provide special transportation services in compliance with the service criteria and funding specifications of Federally mandated American with Disabilities Act of 1990 (ADA) regulations for persons with disabilities.

- MT-5C. Miami-Dade County shall continue to provide cost effective and coordinated mobility to transportation disadvantaged persons by utilizing both the conventional transit system and complementary paratransit service, when necessary and appropriate, in compliance with State mandated regulations of Chapter 427, Florida Statutes, for the transportation disadvantaged, and shall revise and update as required the Transportation Disadvantaged Service Plan.
- MT-5D. The County shall promote increased affordable housing development opportunities within proximity to areas served by mass transit.

Objective MT-6

Continue to coordinate Miami-Dade County's Mass Transit Subelement, Miami-Dade Transit's Transit Development Plan, and the plans and programs of the State, region and local jurisdictions.

Policies

- MT-6A. Miami-Dade County shall annually review subsequent FDOT 5-Year Work Programs to ensure that they remain consistent with, and further, the Mass Transit Subelement, other elements of Miami-Dade County's Comprehensive Development Master Plan (CDMP), and Miami-Dade Transit's Transit Development Plan.
- MT-6B. Miami-Dade County shall coordinate with FDOT in its efforts to develop intrastate transit systems, including regional transit systems and a publicly or privately financed high speed intrastate rail system linking Tampa, Orlando and Miami, and shall support efforts to create a statewide rail network to improve inter-regional and intermodal linkages serving Miami-Dade County.
- MT-6C. Miami-Dade County shall continue to coordinate mass transit planning with the plans and programs of the Metropolitan Planning Organization (MPO).
- MT-6D. Where appropriate, Miami-Dade County shall coordinate its mass transit plans and programs with those of adjacent counties to ensure regional mobility in major travel corridors.
- MT-6E. Miami-Dade County shall support the efforts of the South Florida Regional Transportation Authority.
- MT-6F. Miami-Dade County shall continue to coordinate mass transit planning with the plans and programs of the municipalities in an effort to avoid duplication of transit services and allow for efficient transit operations that complement one another.

Objective MT-7

Initiate, by 2016, protection strategies for Mass Transit rights-of-way and exclusive transit corridors.

Policies

- MT-7A. Upon the completion of periodic updates of the MPO Long Range Transportation Plan, Miami-Dade County shall prepare proposals to enhance and revise the Mass Transit Subelement as warranted by the findings and recommendations in such updates, consistent with the goals, objectives and policies of the CDMP.
- MT-7B. Miami-Dade County shall investigate and adopt strategies by 2016 for preservation of planned mass transit rights-of-way and exclusive corridors, including consideration of railroad and utility rights-of-way which may be appropriate or cost effective in the construction of rapid transit lines, express bus lanes or high-occupancy vehicle (HOV) lanes.
- MT-7C. Miami-Dade County shall continue to provide high capacity transit modes in planned highway improvements in congested urban corridors.
- MT-7D. Miami-Dade County shall continue to work with the Florida Department of Transportation, Miami-Dade Expressway Authority and other transportation agencies for the provision and preservation of highway shoulders for bus-on-shoulders in order to incorporate transit uses within highway facilities.

Objective MT-8

Encourage ease of transfer between mass transit and all other modes, where it improves the functioning of the transportation network.

Policies

- MT-8A. Miami-Dade County shall enhance transit facilities to ease transfer with other modes (e.g., park-ride garages and lots with short-term and long-term parking, kiss-and-ride areas, ride-sharing priority parking spaces for carpool and vanpool, motorcycle/scooter parking, bicycle lockers and racks, covered pedestrian walkways, taxi and jitney stands).
- MT-8B. In the planning and design of rapid transit sites and stations and transit centers, high priority shall be given to providing a safe, attractive and comfortable environment for pedestrians, bicyclists and transit users; such amenities shall include weather protection, ample paved walkways, sidewalks, lighting, and landscaping, and ancillary uses that provide conveniences to transit patrons such as cafes, newsstands and other retail sales.
- MT-8C. In the siting of transit stations in future rapid transit corridors, major consideration will be given to the opportunities for joint development and/or redevelopment of prospective stations sites, and adjacent neighborhoods, offered by property owners and prospective developers.
- MT-8D. Miami-Dade County shall continue its efforts to provide parking facilities for premium bus rapid transit routes including express and limited stop services to major activity centers and the rapid transit system, and for local bus services.

- MT-8E. Highway improvements shall be designed to include provisions for the location of bus turnout bays, bus shelters, high occupancy vehicle (HOV) lanes, bus by-pass lanes, queue jumpers, and other associated facilities to accommodate mass transit services.
- MT-8F. Miami-Dade County shall continue to provide for transit signal priority and/or queue jumpers; exclusive transit lanes; and request for major residential, retail, office, or mixed use development to provide appropriate transit-supportive facilities and service.
- MT-8G. Miami-Dade County along with FDOT, MDX and other transportation agencies shall continue to provide continuous sidewalks and bicycle facilities along existing and planned rapid transit stations, transit centers, and bus stops.

Future Mass Transit Map Series

The following series of future mass transit maps presents the general location of proposed transit service areas, terminal or stations, and exclusive transit corridors by transit mode for the year 2030. When paired with recommended highway and pathways improvements in the Traffic Circulation Subelement, a balanced transportation system is provided to meet the future mobility needs of Miami-Dade County. An additional map is provided indicating major traffic generators and attractors based on the proposed 2020-2030 Land Use Plan map. Rapid transit alignments shown on the following map series generally depict planned facility locations. Specific alignments will be selected and may be modified through detailed federally and State regulated transportation planning, design and engineering processes.

Transit Centers, such as Metrobus terminals, rapid transit stations, and transit transfer facilities, are also depicted on the future mass transit map series. These centers are locations where several routes or lines, or different modes converge. They are designed to handle the movement of transit vehicles and the boarding, alighting and transferring of passengers between transit routes, lines or transit modes. In Miami-Dade Transit's Transit Development Plan, transit centers are identified as transit hubs.

Figure 1 illustrates the existing Metrobus fixed route service area and those areas that may have the potential for future Metrobus service in the year 2030 based on projected population and employment densities and future land use patterns. Potential service to these areas would be contingent upon conformance with the goal, objectives and policies of the Mass Transit Subelement.

Proposed rapid transit corridors are shown in Figure 2. These corridors include:

1. The East-west corridor from PortMiami, through downtown Miami and the Miami Intermodal Center (MIC) at Miami International Airport (MIA), to Florida International University (FIU);
2. The North line from Dr. Martin Luther King, Jr. Metrorail Station to the Broward County line;
3. The Northeast line from downtown Miami to Aventura;
4. Baylink from downtown Miami to Miami Beach; and,
5. Corridors connecting the Kendall area:
 - (a) Northward to FIU (Modesto Maidique Campus);

- (b) Southwest from Dadeland South Metrorail Station to Florida City; and
- (c) West from Dadeland North Metrorail Station to SW 162 Avenue along Kendall Drive;
- (d) Douglas Road Corridor from the MIC to Douglas Station.

Also, the Tri-County commuter rail line operated by the SFRTA, linking Miami-Dade, Broward and Palm Beach Counties is shown. The use of the term rapid transit is defined as any heavy rail, light rail, or express buses operating on exclusive rights-of-way.

Premium bus rapid transit (BRT) corridor is defined as a fixed-route bus system that either (1) operates routes predominantly on fixed guideways (other than on highway HOV or shoulder lanes, such as for commuter bus service) or (2) operates routes of high-frequency service with the following elements: substantial transit stations, traffic signal priority or preemption, low-floor vehicles or level platform boarding, and separate branding of the service. High-frequency service is defined as 10-minute peak and 15-minute off-peak headways for at least 14 hours of service operations per day. This mode may include portions of service that are fixed-guideway and nonfixed-guideway. Some corridors listed as premium transit corridors for bus rapid transit are also listed as rapid transit corridors. MDT is pursuing incremental improvements along these premium transit corridors in order to build ridership for possible future implementation of rapid transit.

Proposed premium transit corridors which may have the potential for future bus rapid transit are shown in Figure 3. These corridors include:

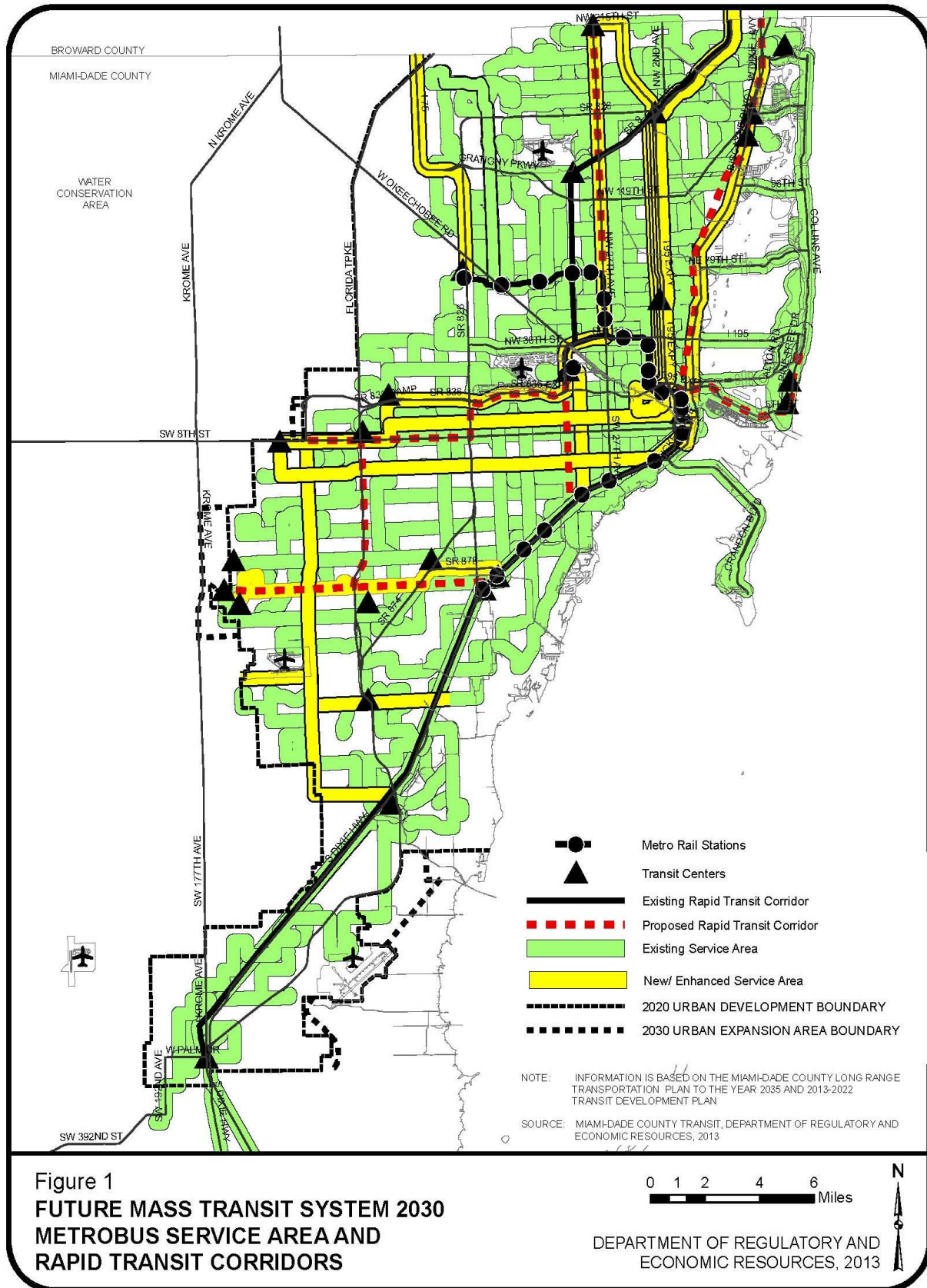
1. NW 7th Avenue Enhanced Bus service from Downtown Miami to Golden Glades Interchange;
2. NW 27th Avenue Enhanced Bus service from NW 215th Street to the Miami-Intermodal Center (North Corridor);
3. 295 Express Bus service via the Florida Turnpike Mainline SPUR and I-95 from NW 27 Avenue and NW 215th Street to Downtown Miami;
4. Palmetto Express Bus service via I-75 and the Palmetto Expressway from I-75 and Miami Gardens Drive interchange park-and-ride lot to the Palmetto Metrorail Station;
5. 836 Express Enhanced Bus service along Dolphin Expressway/SR 836 and SW 8th Street from SW 147th Avenue to the MIC (East-West Corridor);
6. Flagler Enhanced Bus service along Flagler Street from Downtown Miami to West Miami Dade County at SW 8th Street and SW 147th Avenue (East-West Corridor);
7. I95 BC Express Bus service from Broward Boulevard to Civic Center; and I95 SC Express Bus service from Sheridan Street in Broward County to Civic Center in Miami;
8. Coral Way Limited Bus service along Coral Way from Downtown Miami to SW 147th Avenue;
9. Douglas Road Enhanced Bus service along NW/SW 37th Avenue from the MIC to Douglas Road Metrorail Station (Douglas Corridor);
10. Coral Reef Enhanced Bus service from the Kendall-Tamiami Executive Airport to the South Miami-Dade Busway at the SW 152nd Street Bus stop (Coral Reef Corridor);
11. SW 137th Avenue Enhanced Bus service from SW 8th Street and SW 147th Avenue to SW 304th Street and US-1;

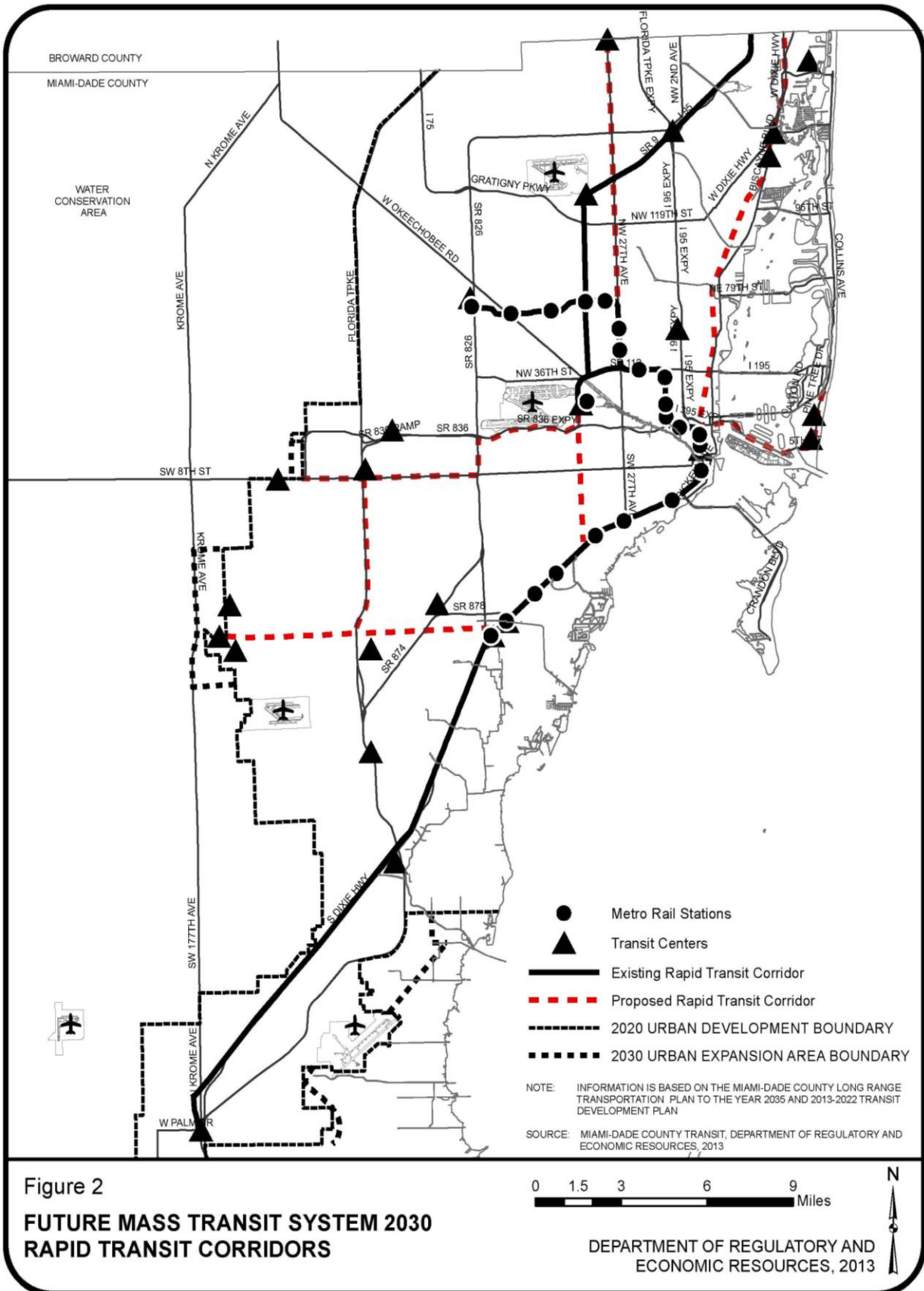
12. Biscayne Enhanced Bus service along Biscayne Boulevard from Downtown Miami to Aventura Mall (Northeast Corridor); and
13. Kendall Cruiser from Dadeland North Metrorail Station to SW 162nd Avenue and Kendall Drive (Kendall Drive Corridor).

Figure 4 shows the existing Metromover system comprised of the downtown loop, Omni and Brickell legs, and the stations serving the system. Also shown are two planned future station locations.

Figure 5 shows proposed major traffic generators and attractors consistent with development patterns shown on the 2020 and 2030 Land Use Plan Map.

The Metropolitan Planning Organization (MPO), which coordinates all transportation planning for Miami-Dade County periodically, updates the MPO's Long Range Transportation Plan. It is anticipated that the planned mass transit facilities included in this Comprehensive Plan Element will be refined and adjusted during future plan amendment cycles to reflect findings of that planning activity, in keeping with the goals, objectives and policies of the CDMP.





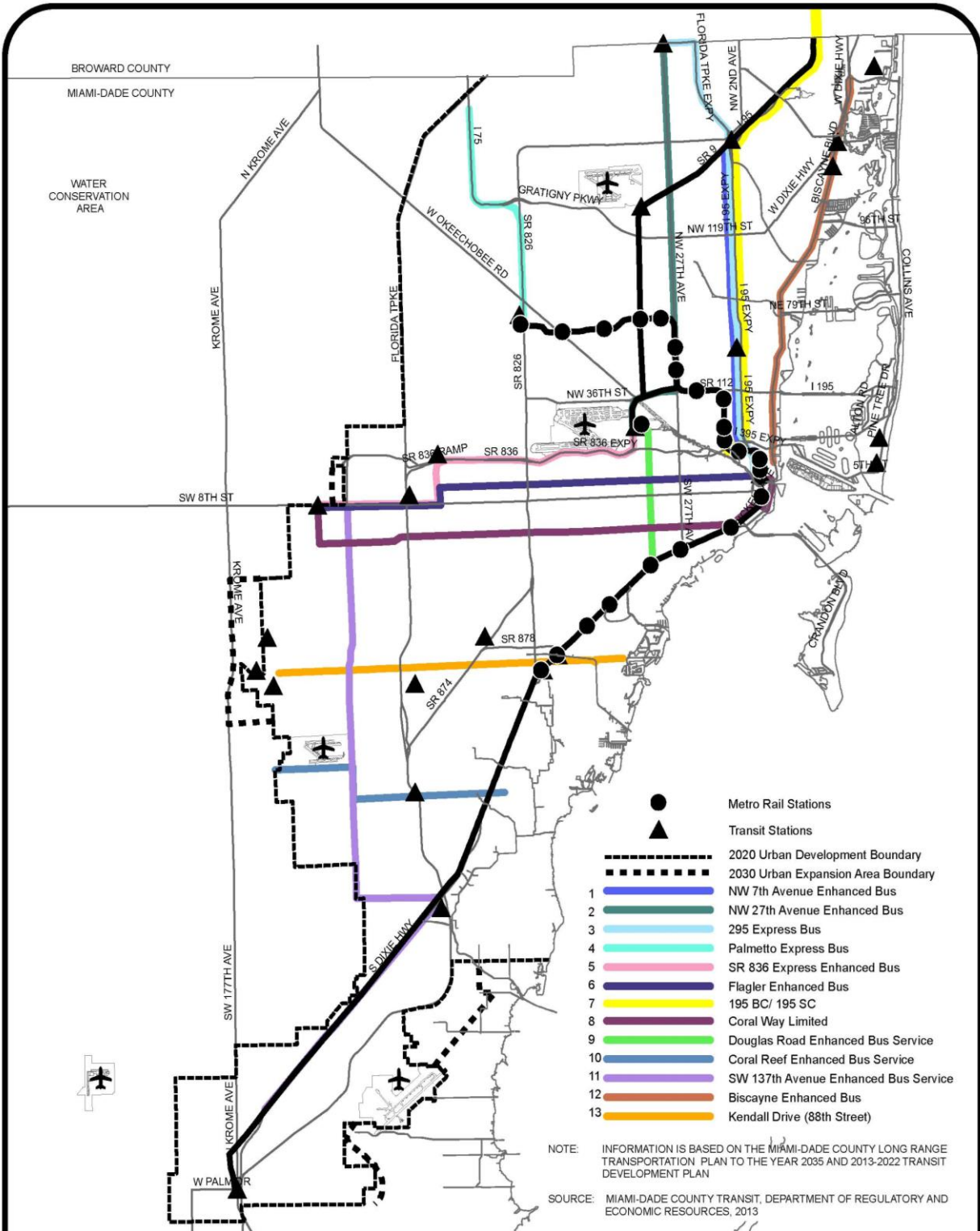
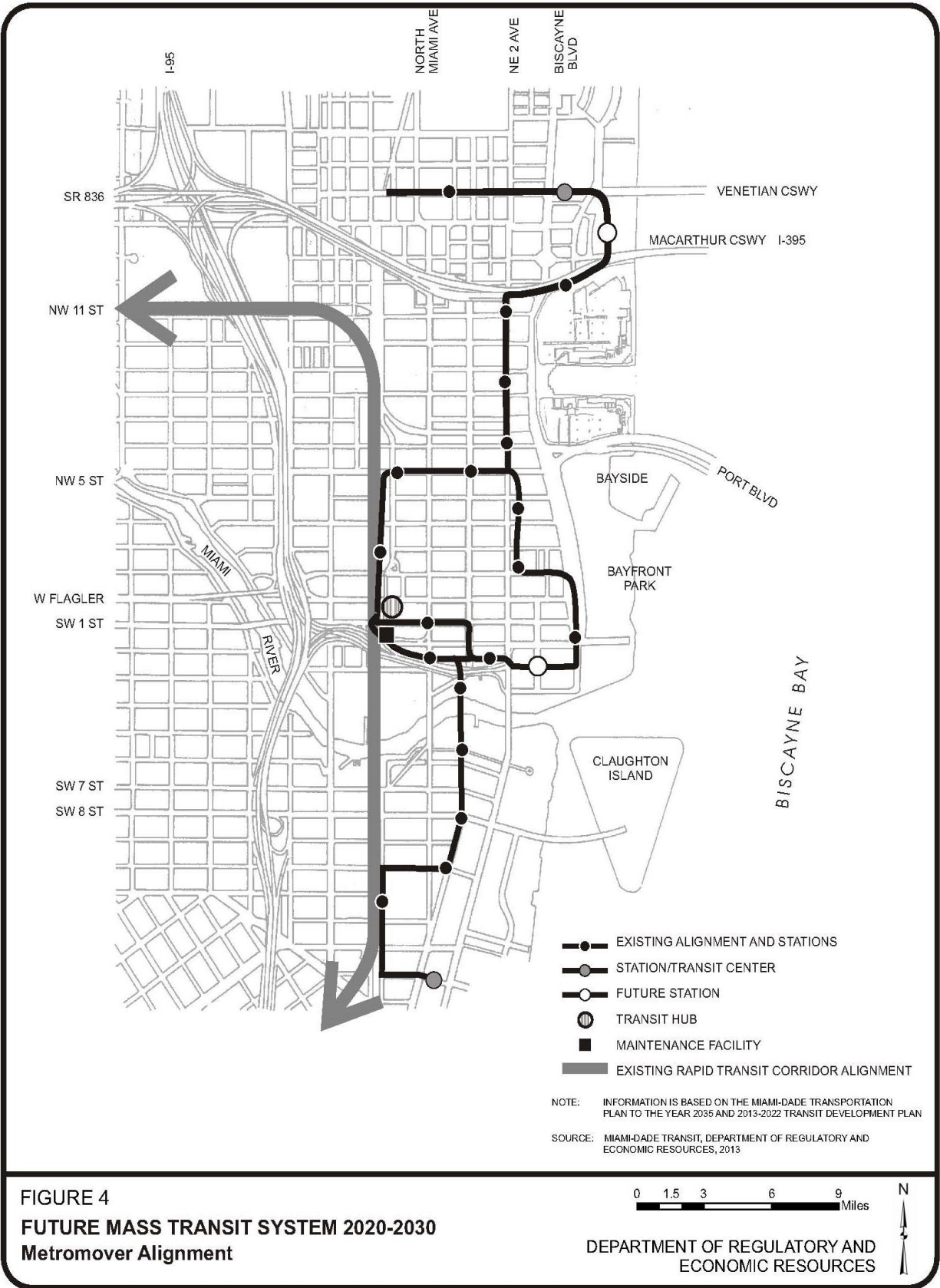
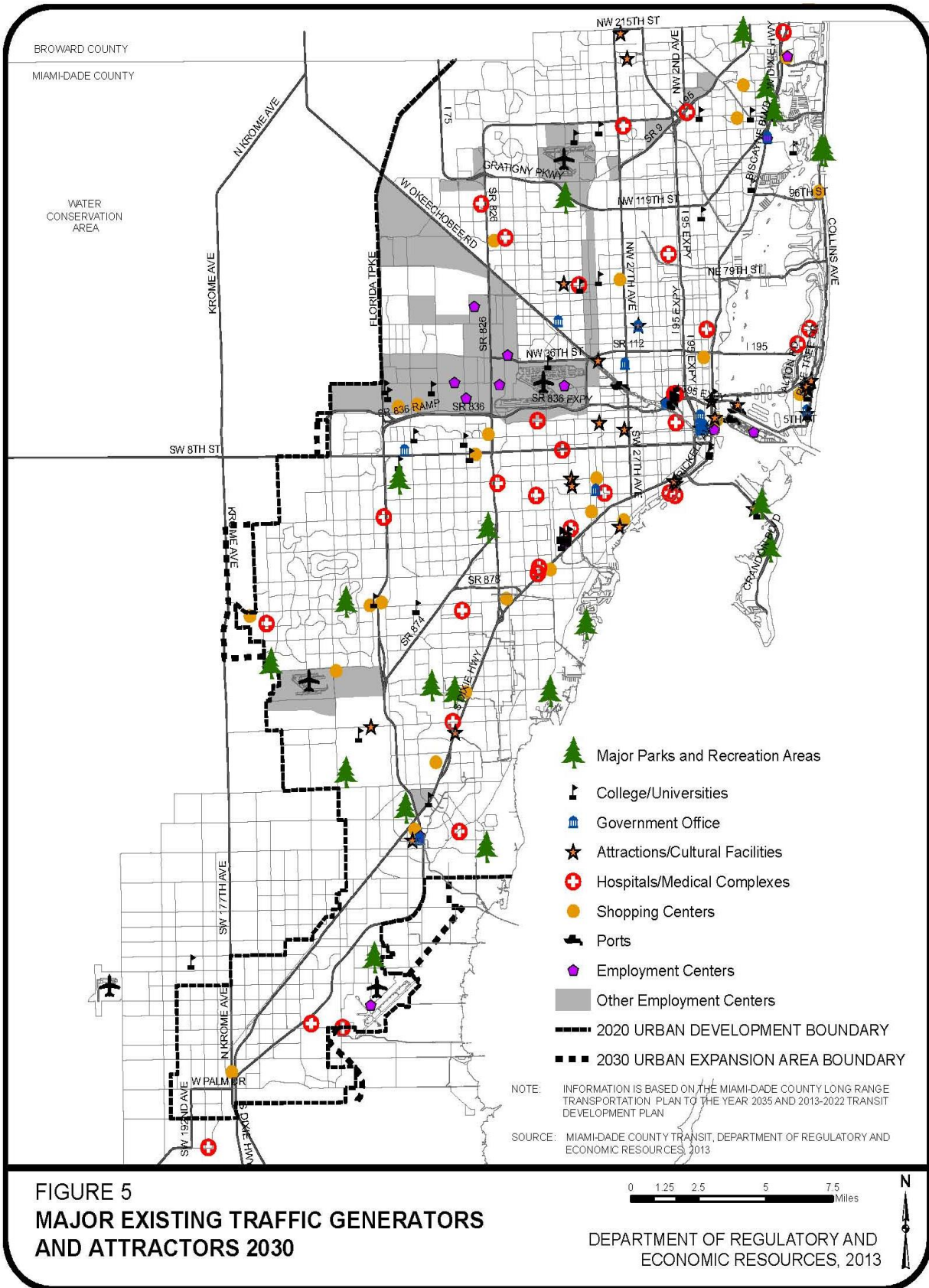


Figure 3
PREMIUM TRANSIT CORRIDORS 2030
 RECOMMENDED SERVICE PLAN - NEW METROBUS ROUTES

0 1.5 3 6 9 Miles

DEPARTMENT OF REGULATORY AND
 ECONOMIC RESOURCES, 2013





Monitoring Program

The following measures will be used to monitor progress and assess achievement of the various objectives contained in the Mass Transit Subelement for the Evaluation and Appraisal Report (EAR):

Objective MT-1 and Objective MT-2. All areas of Miami-Dade County will be monitored annually to determine transit system compliance with the adopted level-of-service standard through the use of service planning guidelines developed by MDT. The most recent estimates of population and work force prepared by the Regulatory and Economic Resources Department shall be used. MDT will monitor all CDMP LUP map changes that will impact transit service based on changes to employment and population.

Objective MT-3. Monitor the implementation of policies/objectives for the future operations of transit in Miami-Dade County related to service levels, fare structures, ridership projections, financial needs and recommended funding sources.

Objective MT-4. MDT will annually update and identify the number and location of transit facilities and types of transit services which provide access to traffic generators such as major centers of employment, commercial, medical, educational, governmental and recreational activity.

Objective MT-5. MDT will monitor and compile the necessary data in compliance with the applicable reporting requirements of Title VI Civil Rights, Americans with Disabilities Act of 1990, and Chapter 427, Florida Statutes.

Objective MT-6. Review and comment, as necessary, on various transit-related plans and programs of the Florida Department of Transportation, the Metropolitan Planning Organization, and where appropriate, adjacent counties. Monitor annually, the status of improvements programmed for implementation in Transportation Improvement Program (TIP) and Capital Improvements Element (CIE) and improvements identified in the Mass Transit Subelement.

Objective MT-7. MDT will investigate and report on strategies for preserving planned mass transit rights-of-way and exclusive corridors by 2016.

Objective MT-8. MDT will provide an annual listing improvements made during the previous year to the park and ride lots and garages; bicycle lockers and racks; pedestrian walkways; taxi and jitney stands; that are incorporated as part of transit facilities. In the course of reviewing highway improvement projects, comments will be made related to the provision of bus turnout bays, bus shelters, HOV lanes, and other associated facilities to accommodate mass transit.

AVIATION SUBELEMENT

Introduction

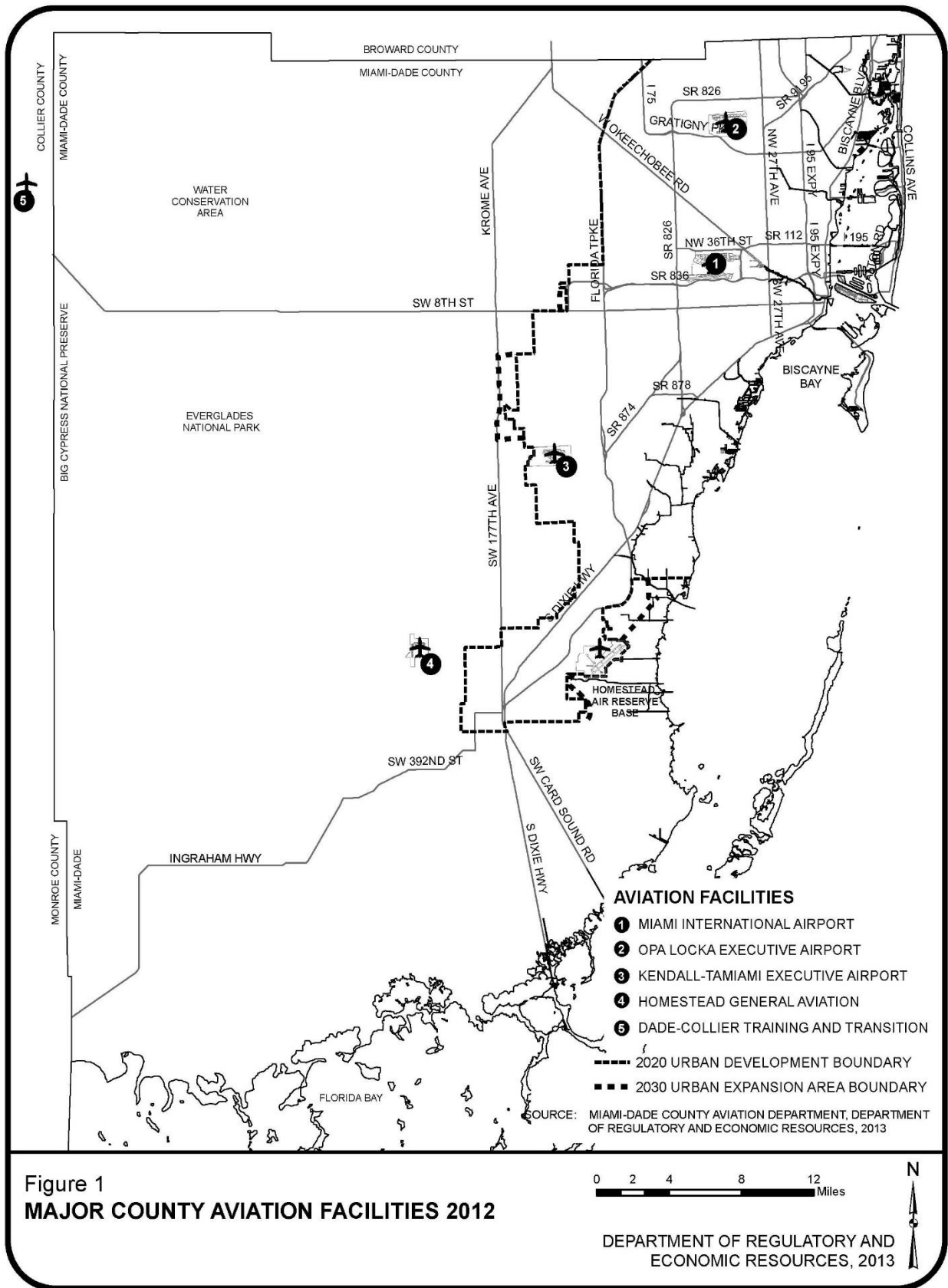
The Miami-Dade County aviation system consists of the following facilities owned by Miami-Dade County and operated by the Miami-Dade Aviation Department: Miami International, Opa-locka Executive, Kendall-Tamiami Executive, Homestead General Aviation, and the Dade/Collier Training and Transition Airports. These major aviation facilities are shown on Figure 1. Also shown on Figure 1 is the Homestead Air Reserve Base, a facility owned and operated by the federal government. The goal, objectives and policies of this Subelement address the County owned and operated facilities listed above and the Homestead Air Reserve Base.

Minor facilities, usually as privately owned airstrips, gliderports, heliports, helistops, seaplane bases and STOL aircraft ports, are shown on Figure 2. They generally do not have a significant role in the County aviation system and therefore are not given further consideration in this Subelement.

Airport Master Plan

The Miami-Dade Aviation Department's Airport Master Plan is a long-range Plan focusing on the continued expansion, development and enhancement of the airport system based upon demand forecasts and in accordance with each airport's designated role. This is accomplished by identifying and assessing future air transportation needs related to infrastructure and facility preservation and modernization, capacity, customer service enhancements, financial affordability, cost control, and environmental stewardship. Specifically, the Plan seeks to increase airport system capacity, enhance efficiency and safety, reduce delays, maximize non-aeronautical revenues, maintain and modernize facilities, support the needs of a dynamic airline industry, increase air-cargo capacity, and accommodate changes in aircraft fleet-mix.

The following Aviation Subelement goal, objectives and policies have been designed to promote the implementation of the Airport Master Plan. These policies are followed by a program for monitoring and evaluating implementation of the Airport Master Plan.



GOAL

PROVIDE FOR A SAFE, EFFECTIVE AND EFFICIENT SYSTEM OF AIR TRANSPORTATION FACILITIES AND SERVICES THAT IS SENSITIVE TO THE ENVIRONMENT AND COMMUNITY AND ENHANCES THE ECONOMY OF THE COUNTY AND REGION.

Objective AV-1

The Miami-Dade Aviation Department shall provide, maintain and enhance facilities necessary to accommodate the projected volumes of passengers and cargo.

Policies

AV-1A. The Miami-Dade County Aviation Department with the assistance of the Florida Department of Transportation and the Federal Aviation Administration (FAA) shall, through facilities and operational improvements, provide system capacity to meet the following forecast levels of passenger and cargo activity and minimize delays.

<u>Total</u> <u>Passenger</u> <u>Level</u>	<u>High</u>	<u>Forecast Attainment Dates</u>	
		<u>Preferred</u>	<u>Low</u>
38 million	2011	2011	2011
43 million	2015	2016	2019
55 million	2026	2029	2035

<u>Total</u> <u>Cargo Volume</u> <u>Level (US Tons)</u>	<u>High</u>	<u>Forecast Attainment Dates</u>	
		<u>Preferred</u>	<u>Low</u>
1.8 million	2011	2011	2011
2.2 million	2016	2016	2017
3.5 million	2027	2029	2031

AV-1B. The Miami-Dade County Aviation Department with the assistance of the Florida Department of Transportation and the Federal Aviation Administration shall, through facilities and operational improvements, provide system capacity to meet the following forecast levels of general aviation activity total annual aircraft operations and minimize delays.

<u>Planned</u> <u>Activity Level</u> <u>Operations</u>	<u>Forecast Attainment Date</u>	
	<u>Most Optimistic</u>	<u>Most Likely</u>
675,000	2037	2044
800,000	2050	Beyond 2050

AV-1C. The Miami-Dade County Aviation Department will participate with the Florida Department of Transportation and the Federal Aviation Administration in the implementation of the Florida Aviation System Plan's goals and objectives.

AV-1D. The Miami-Dade County Aviation Department shall plan and implement through impact assessments, public facility approval and environmental permitting processes aviation facility capacity enhancements that are compatible with the Airport Master Plans, the Florida Aviation System Plan, other state and county transportation plans, and the Miami-Dade County Comprehensive Development Master Plan.

Objective AV-2

Maintain and enhance the role of each airport in the aviation system.

Policies

AV-2A. Utilize the following air carrier facilities for the indicated roles:

<u>Airport</u>	<u>Role</u>
Miami International	International gateway hub (Commercial Air Service and Cargo Airport)

AV-2B. Utilize the following general aviation facilities for the indicated roles:

<u>Airport</u>	<u>Role</u>
Opa-locka Executive (OPF)	MIA general aviation reliever and international corporate and business aviation jet center (Transport Airport)
Kendall-Tamiami Executive (TMB)	MIA general aviation reliever and international corporate and business aviation jet center (Transport Airport)
Homestead General Aviation (X51)	General aviation, corporate and business aviation, flight training, sport and recreation airport (General Utility Airport)

AV-2C. Utilize the following training facilities for the indicated roles:

<u>Airport</u>	<u>Role</u>
Dade/Collier Training and Transition	Flight Training (Training and Transport)

AV-2D. Develop no air carrier or air cargo facilities at general aviation airports.

Objective AV-3

Minimize hazards and obstructions to airspace and ground operations so as to protect the safety and welfare of aircraft users/operators and residents of Miami-Dade County in order to assure the economic vitality, safety, efficiency and capacity of the airport system.

Policies

- AV-3A. Construct, improve and operate aviation facilities to minimize aircraft interactions, incursions, and delays.
- AV-3B. Continue to coordinate with the Federal Aviation Administration the provision of air traffic control towers at general aviation airports.
- AV-3C. Continue to utilize airport height zoning restriction consistent with federal, state and County guidelines and regulations.
- AV-3D. Continue to seek federal agency cooperation in protecting future airspace from development obstructions or hazards.

Objective AV-4

Continue to coordinate airport accessibility with pertinent federal, state, regional and local transportation agencies.

Policies

- AV-4A. Give priority consideration to on-site and off-site roadway capacity enhancements that provide, or will improve airport access.
- AV-4B. Continue to work in partnership with federal, state, regional and local transportation agencies and other affected entities to coordinate plans and programs affecting the County's multi-modal transportation system to provide for the safe and efficient movement of passengers and freight.
- AV-4C. Miami-Dade County shall utilize the Miami-Dade County Metropolitan Planning Organization's transportation planning and project review processes to make roadway access to airports compatible with the applicable Airport Master Plans, and County and Florida Aviation Systems Plans, the Florida Department of Transportation Improvement Program, and consistent with the Transportation and Capital Improvement Elements of the Miami-Dade County Comprehensive Development Master Plan.

Objective AV-5

Continue to ensure the compatibility of aviation facilities and operations with the natural environment and surrounding communities.

Policies

- AV-5A. Expand existing aviation facilities, and locate and develop future aviation facilities so as to avoid or minimize adverse impacts on the South Florida Water Management District Conservation Areas, Everglades National Park, Biscayne National Park, other environmental protection areas and wildlife protection areas in accordance with the provisions of the Miami-Dade County Code and applicable Comprehensive Development Master Plan policies.

- AV-5B. Develop and operate aviation facilities in conformance with applicable federal, state, and County environmental guidelines and regulations.
- AV-5C. Periodically review environmental and sustainable practices in order to address regulatory, environment, community and technology changes.
- AV-5D. Miami-Dade County shall implement the Homestead Air Reserve Base Air Installation Compatible Use Zone (AICUZ) Report guidelines and the Joint Land Use Study recommendations through the Land Use Element of the Miami-Dade County Comprehensive Development Master Plan, and the Miami-Dade County Zoning Code to provide for and preserve height and land use compatibility in the vicinity of the Homestead Air Reserve Base.
- AV-5E. Miami-Dade County shall update its Zoning Code to promote compatible land use around Miami International, Opa-locka Executive, Kendall-Tamiami Executive, and Homestead General Aviation Airports. These Code updates shall be based on applicable guidelines provided in the following documents:
- Federal Aviation Administration – Federal Aviation Regulation Part 77 (Objects affecting Navigable Airspace)
- Department of Defense Air Installation Compatible Use Zone Report (AICUZ) for HARB (October 2007)
- Chapter 333, Florida Statutes, (Airport Zoning)
- AV-5F. Miami-Dade County shall proactively maintain a “good neighbor” program at its airports and with the Homestead Air Reserve Base to ensure that community concerns are addressed on a timely basis, aircraft operations are aware of noise abatement procedures, and mitigation programs are implemented and monitored.
- AV-5G. To the extent feasible, utilize the CDMP Land Use Element to maximize compatibility of land use around airports and the Homestead Air Reserve Base, reflecting recommendation in the federal and State guidance documents cited in Policy AV-5E.
- AV-5H. The Miami-Dade County shall ensure, through coordination with adjacent municipalities and the Homestead Air Reserve Base, that any concerns regarding the development and redevelopment of the airports and the Air Reserve Base, and/or development and redevelopment of land in their vicinity are addressed on a timely basis to ensure compatibility of land use and zoning with the functions of these facilities.
- AV-5I. Miami-Dade County shall continue to cooperate with the Homestead Air Reserve Base (HARB) to ensure that future land uses on properties adjacent to HARB maintain or improve compatibility with HARB and its operations.
- AV-5J. By 2014, Miami-Dade County shall amend Article XXXV, Homestead Air Force Base Zoning, of the Code of Miami-Dade County to enhance and promote the compatibility of adjacent land uses and development with HARB and the protection of Base operations and activities. Consistent with the Board of County Commissioners adopted Resolution R-357-10, the amending ordinance shall address the guidelines recommended in the Homestead Air Reserve Base Joint Land Use Study and Air

Installation Compatible Use Zone Study, and address the following compatibility criteria:

- (a) Permitted uses and use restrictions;
- (b) Development density and intensity;
- (c) Building FARs and setbacks;
- (d) Height restrictions and notification procedures;;
- (e) Lighting standards;
- (f) Noise attenuation;
- (g) variances and appeals;
- (h) Real estate disclosure process; and
- (i) Avigation easements

AV-5K. It is the policy of Miami-Dade County that proposals for future land uses, including the siting of public facilities (such as roads, sewer, schools, and government buildings), on land adjacent to the HARB and/or within the HARB Military Zone shall maintain or improve compatibility with HARB consistent with the provision of Intergovernmental Coordination Element Policies ICE-3G and ICE-3H, and pursuant to Land Use Element Policies LU-4A and LU-4B.

Objective AV-6

Maximize support of local and regional economic growth.

Policies

- AV-6A. The Miami-Dade County Aviation Department, through the continued increase in the capacity of the County's airports to meet the forecast aviation demands, and the State and local governmental economic development entities through their commerce and industry promotion programs should expand the importance of the aviation industry to Miami-Dade County and the regional economy.
- AV-6B. When consistent with aviation facility locational objectives for airspace safety and environmental and community compatibility, the Aviation Department shall provide additional facility and operational capacity in the aviation systems in locations that offer greatest potential for expansion of aviation-related economic development and redevelopment in the vicinity and opportunities for aviation-related employment for Miami-Dade County residents.
- AV-6C. Miami-Dade County Aviation Department shall provide revenue-generating development opportunities within certain areas of the airports while protecting the availability of the same areas for future aviation needs.
- AV-6D. Miami-Dade County Aviation Department shall maximize non-aviation and revenue-generating development opportunities within the airports that are compatible with airport operations and consistent with applicable development guidelines and regulations in order to foster economic development and integration with the surrounding community.

- AV-6E. Miami-Dade County Aviation Department shall coordinate with and assist the Department of Regulatory and Economic Resources (RER) with implementing or amending land use development regulations to accommodate land uses that are compatible with airport operations and the surrounding communities.

Objective AV-7

The Miami-Dade Aviation Department shall continue to maximize flexibility in the operation and expansion of the aviation system.

Policies

- AV-7A. Develop and implement system capacity improvements that meet and further the airports needs as identified in the Airport Master Plan.
- AV-7B. Develop system improvements that will accommodate emerging and future aircraft technologies, including Next-Gen technology and emerging/evolving aircraft fleet types in a manner consistent with the Airport Master Plans.

Future Aviation Facilities

Future aviation facility improvements are proposed to be made on or adjacent to the sites of existing airports. These sites are:

- Miami International Airport
- Opa-locka Executive Airport
- Kendall-Tamiami Executive Airport
- Homestead General Aviation Airport
- Dade Collier Training and Transition Airport

The location and layout of these future facilities, including runway protection zones and points of ingress and egress, are indicated on the 2020 - 2030 map series provided at the end of this section. The configuration of the proposed site expansion and individual improvements at these locations are either yet to be determined or beyond the scope of this Subelement.

The natural resources and future land uses surrounding these facilities are identified in the map series and Future Land Use Plan map contained in the Land Use Element of this Plan.

Aviation Facility Improvements

Meeting Miami-Dade County's current and future aviation needs will require numerous facility improvements to be made. These improvements are divided between those addressing existing deficiency needs, future growth needs, and other needs (i.e., renovation and remodeling, etc.), and between near term (2013-2018) and long term (beyond the year 2018). These improvements are listed by facility on the following table and many near-term improvements are described in more detail in the Capital Improvements Element.

All proposed uses on lands owned by Miami-Dade County at the Opa-locka Executive Airport, Kendall-Tamiami Executive Airport, Homestead General Aviation Airport, and Miami International Airport that are designated as Terminal on the LUP map, may be developed for the uses described in this subsection. All proposed uses on such lands shall comply with the requirements of the

Future Aviation Facilities Section of the Aviation Subelement, shall be compatible with, and not disruptive of, airport operations occurring on such lands, and shall comply with all applicable regulations of the Federal Aviation Administration and other applicable law.

The portion of the Opa-locka Executive Airport, Kendall-Tamiami Executive Airport, Homestead General Aviation Airport, and Miami International Airport designated in the Comprehensive Development Master Plan for aviation uses, shall be deemed to consist of all portions of the airports where general public access is restricted (but not including terminal concourses), shall generally be limited to aviation uses, including but not limited to airfield uses such as runways, taxiways, aprons, runway protection zones, landing areas, and support and maintenance facilities such as control towers, flight service stations, access roads, fire stations, storage and aircraft maintenance and repair facilities and hangars, aircraft and aircraft parts manufacturing and storage, fixed based operators, air cargo operations, specialized aircraft service operations, and fuel farms. Up to fifty (50) percent of the areas designated for aviation uses may be developed with aviation-related uses. Aviation-related uses shall include, but not be limited to, manufacturing, storage, office, service, or similar uses ancillary to or supportive of aviation uses. The Director of the Miami-Dade Aviation Department, or the Aviation Department's designee, in consultation with the Director of Miami-Dade Department of Regulatory and Economic Resources, shall determine whether any particular use is an aviation use or an aviation-related use. Where not otherwise prohibited by law, open space and interim or existing agricultural uses and zoning may also be permitted in the portions of these airports designated for aviation use, subject to such conditions and requirements as may be imposed to ensure public health and safety.

The portion of these airports designated in the Comprehensive Development Master Plan for aviation related and non-aviation uses, shall be deemed to consist of all portions of the airports where general public access is not restricted and terminal concourses only at Miami International Airport, and may include aviation, aviation-related, and non-aviation uses that are compatible with airport operations and consistent with applicable law.

Aviation uses where general public access is allowed may include existing uses and the following or substantially similar uses:

- passenger terminal area, which may include non-aviation related uses designed to serve the traveling public and on-site employees, such as offices, personal services, retail activities, restaurants, auto rental businesses, and lodging establishments,
- parking garages and lots serving the airport,
- access roadways serving the airport,
- offices of aviation industry companies and the Miami-Dade County Aviation Department,
- facilities of fixed base operators,
- hangar rentals and tie downs,
- ground transportation services,
- aircraft and automobile rental establishments,
- aviation-related educational uses such as flight schools, simulator training facilities, helicopter and aerobatics training and other educational facilities providing aviation courses,
- aviation-related governmental agency facilities,
- flying club facilities,
- aviation-related entertainment uses such as skydiving establishments, museums and sightseeing services, and
- aviation-related retail uses such as aircraft sales, electronic an instrument sales and pilot stores.

Subject to the restrictions contained herein, the following non-aviation-related uses may be approved in the portions of the Opa-locka Executive Airport, Kendall-Tamiami Executive Airport, Homestead General Aviation Airport, and Miami International Airport designated for non-aviation uses on the Airport Land Use Master Plan maps:

- lodgings such as hotels and motels (except for Homestead General),
- office buildings (except for Homestead General),
- lodgings and office buildings at Miami International Airport (except in terminal concourses),
- industrial uses such as distribution, storage, manufacturing research and development and machine shops (except for Homestead General),
- agricultural uses,
- retail, restaurants, and personal service establishments (except for Homestead General), and
- gaming establishments (limited to Miami International Airport only).

Such non-aviation uses at the Opa-locka Executive Airport, Kendall-Tamiami Executive Airport, Homestead General Aviation Airport, and Miami International Airport shall be limited as follows:

- (1) The land area within Opa-locka Executive, Miami International, and Kendall-Tamiami Executive airports that may be devoted to particular non-aviation uses shall be limited to the following percentages of the land area designated for aviation-related and non-aviation uses within each airport. Non-aviation-related at Opa-locka Executive Airport shall range from 20 to 85 percent for industrial uses, 5 to 35 percent for commercial uses, 5 to 25 percent for office uses, 0 to 10 percent for hotels and motels, and 0 to 20 percent for institutional uses. Non-aviation-related at Miami International Airport shall range from 20 to 85 percent for industrial uses, 5 to 50 percent for commercial uses and/or office uses, 0 to 50 percent for hotels and motels, and 0 to 20 percent for institutional uses. Non-aviation-related at Kendall-Tamiami Executive Airport shall range from 0 to 85 percent for industrial uses, 0 to 100 percent for commercial uses, 0 to 25 percent for office uses, 0 to 10 percent for hotels and motels, and 0 to 20 percent for institutional uses.

The portions of the Opa-locka Executive Airport designated in the Comprehensive Development Master Plan for Aviation-Related (Other Uses/Flexible) may also be developed with non-aviation uses that are compatible with airport operations and consistent with applicable law, including FAA regulations and any airport layout plan governing permissible uses on the entire airport property. Such non-aviation uses shall not exceed the above referenced percentages of uses for the entire airport.

The distribution, range, intensity and types of such non-aviation related uses shall vary at these three airports by location as a function of the availability of public services, height restrictions, CDMP intensity ceiling for the Urban Infill Area (FAR of 2.0 not counting parking structures), at Opa-locka Executive and Miami International airports or for the Urbanizing Area (FAR of 1.25 not counting parking structures) at Kendall-Tamiami Executive Airport, impact on roadways, access and compatibility with neighboring development. Freestanding retail and personal service uses and shopping centers shall front on major access roads preferably near major intersections, where practical, and have limited access to major roadways.

- (2) Those portions of Homestead General Aviation Airport that are not developed for uses that are aviation-related or directly supportive of airport operations shall be developed with agricultural uses.

- (3) Each non-aviation use shall comply with applicable law, including but not limited to FAA regulations and the current airport layout plan on file with the Miami-Dade County Aviation Department governing permissible uses on the entire airport property.
- (4) At Kendall-Tamiami Executive Airport, the development of the 8.2 acre (973.52 ft x 363 ft) parcel for non-aviation uses at the southwest corner of SW 137 Avenue and theoretical SW 124 Street shall be limited to access roads, open space, parking and drainage facilities.

Airport Land Use Master Plans 2020-2030

The land uses allowed at Miami International, Opa-locka Executive, Kendall-Tamiami Executive, and Homestead General Aviation airports are depicted in the Airport Land Use Master Plan 2020-2030 map series (Figures 8, 9, 10, and 11). Each of these maps depicts the allowable Aviation, Aviation-Related, and Non-Aviation land uses at these airports.

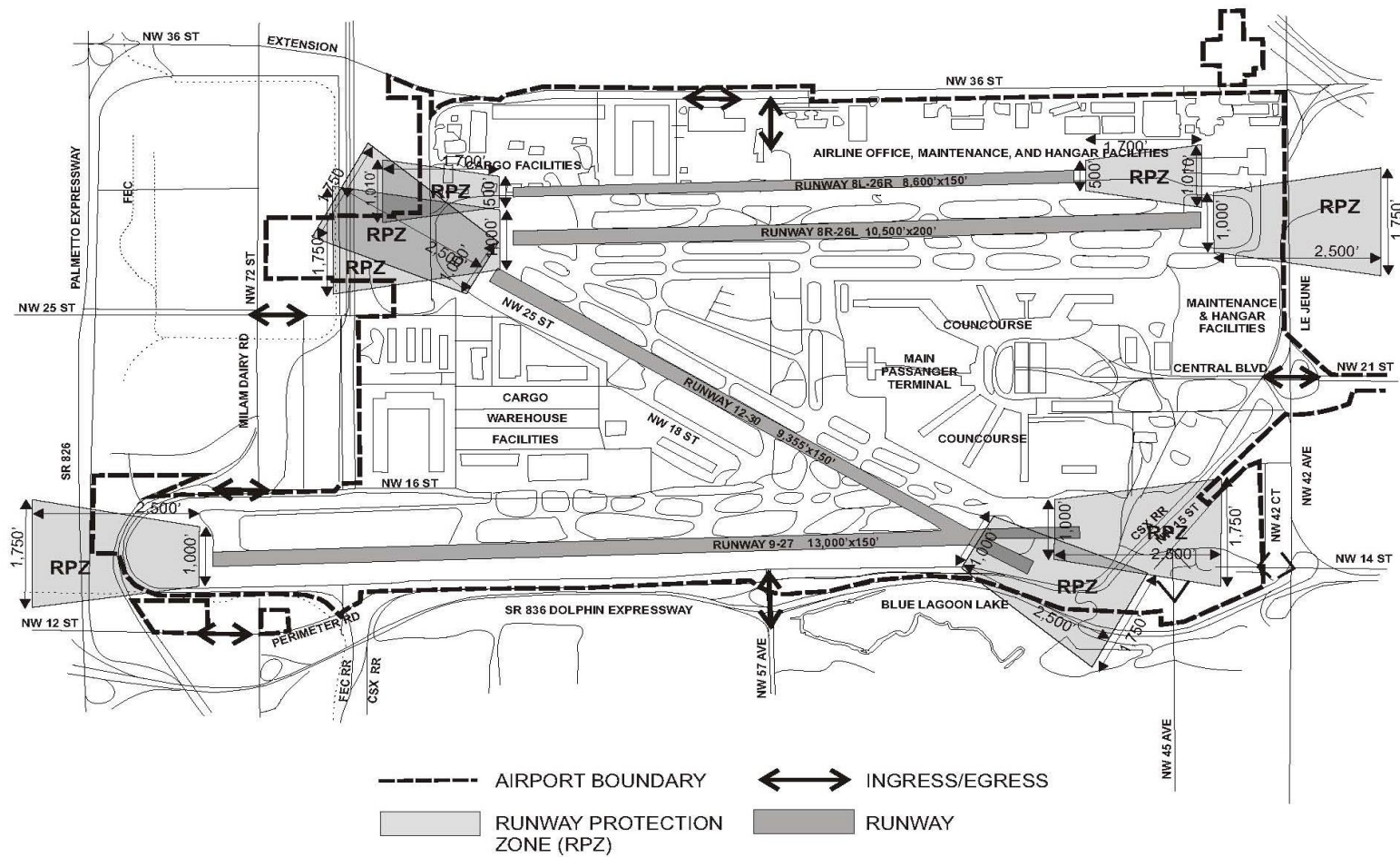


FIGURE 3
 MIAMI INTERNATIONAL AIRPORT PHYSICAL AIRPORT PLAN 2020-2030

DEPARTMENT OF REGULATORY AND
 ECONOMIC RESOURCES

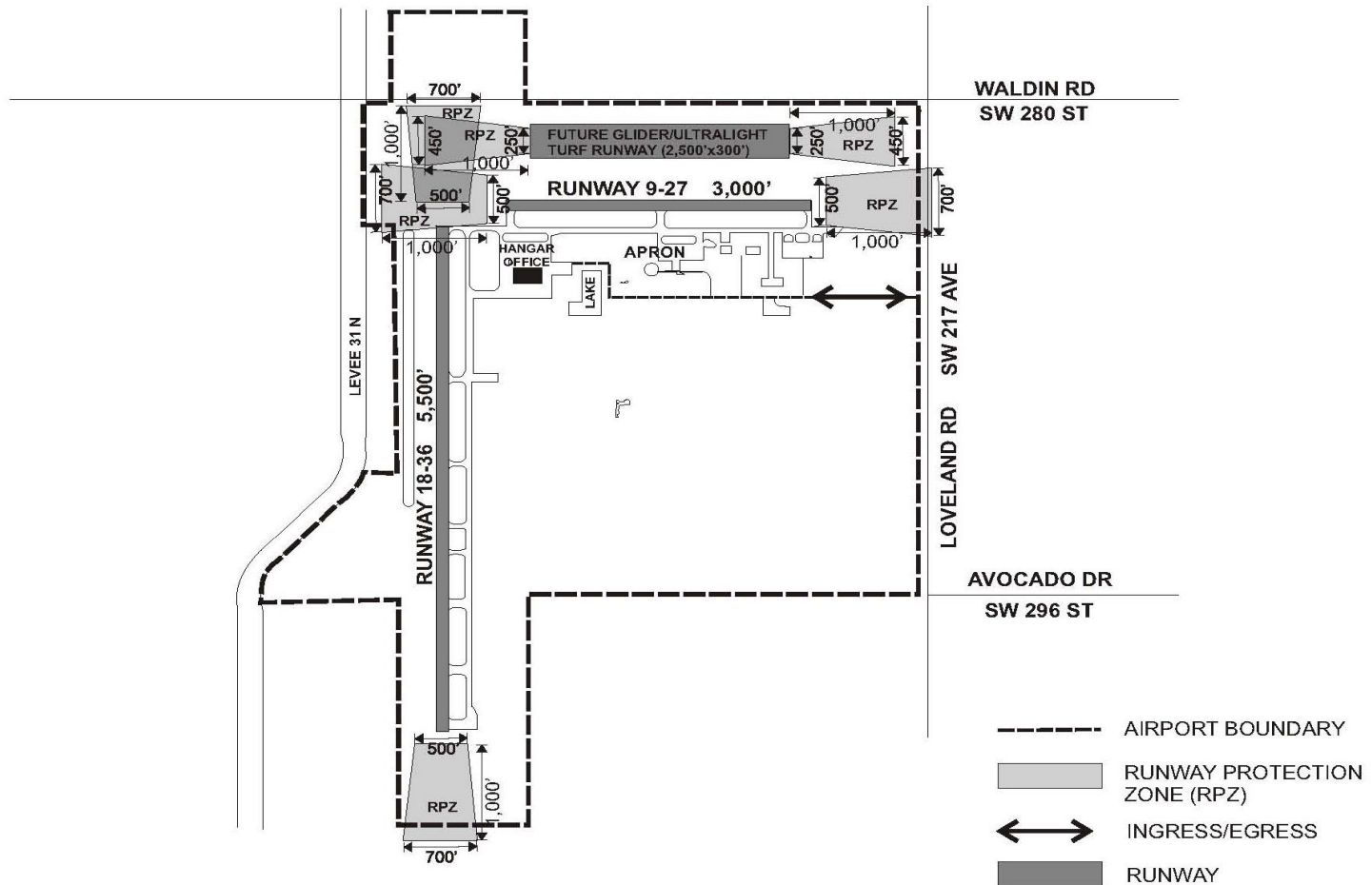


FIGURE 6
HOMESTEAD GENERAL AVIATION AIRPORT 2020-2030

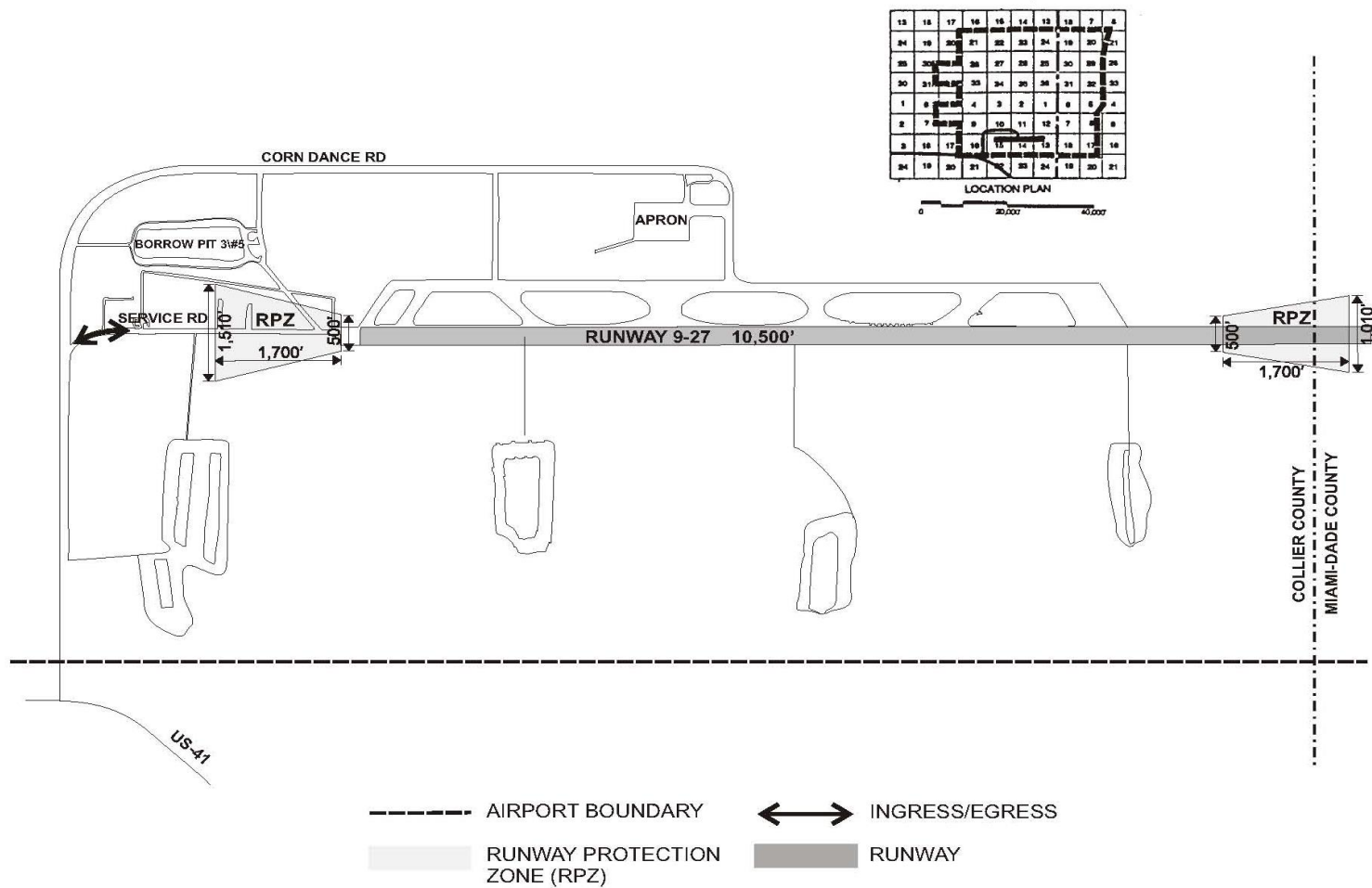
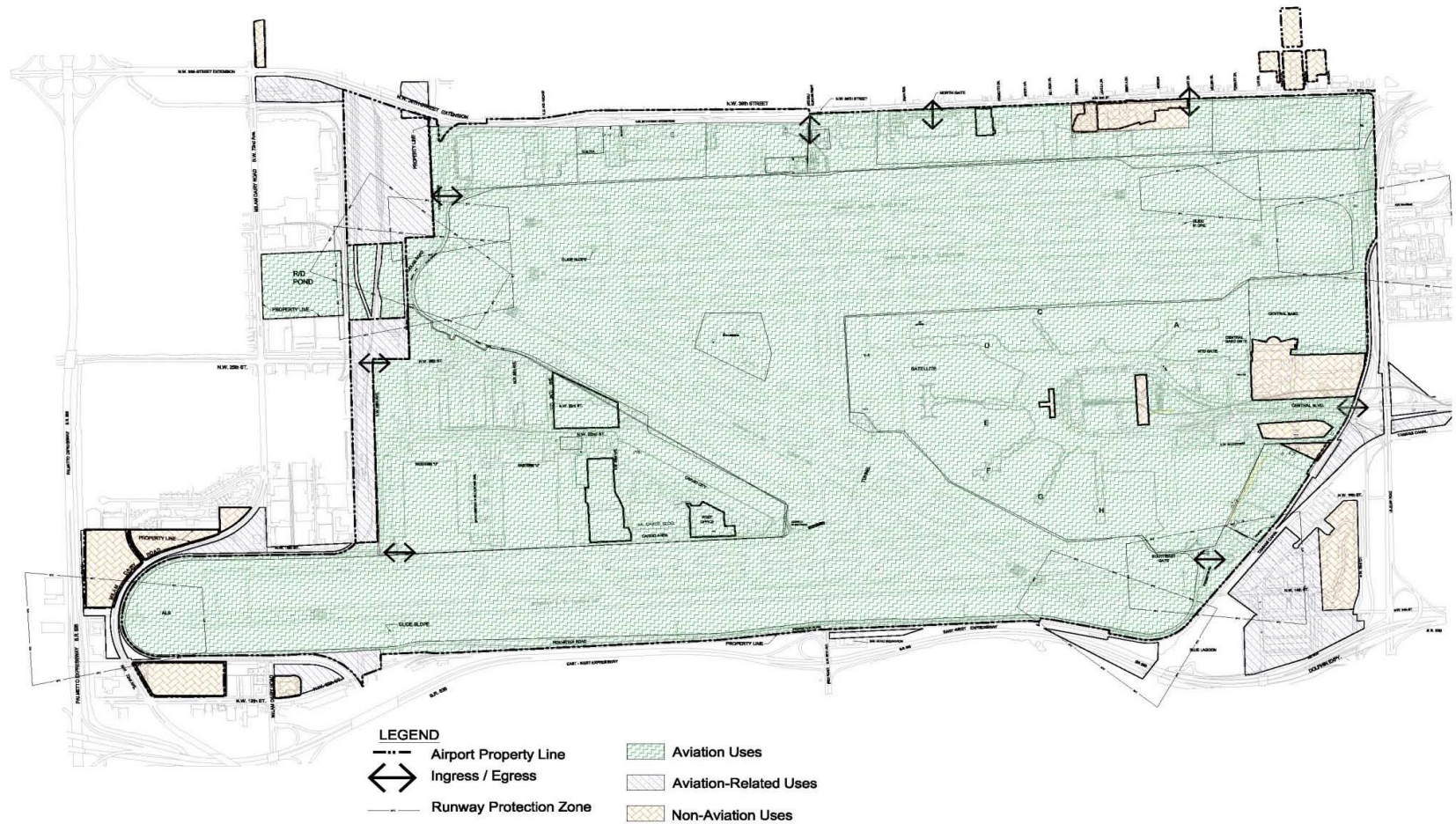


FIGURE 7
DADE/COLLIER TRAINING & TRANSITION AIRPORT 2020-2030

DEPARTMENT OF REGULATORY AND
ECONOMIC RESOURCES



Note: Any changes to this map will require a Comprehensive Development Master Plan amendment.

FIGURE 8
MIAMI INTERNATIONAL AIRPORT LAND USE MASTER PLAN 2020-2030

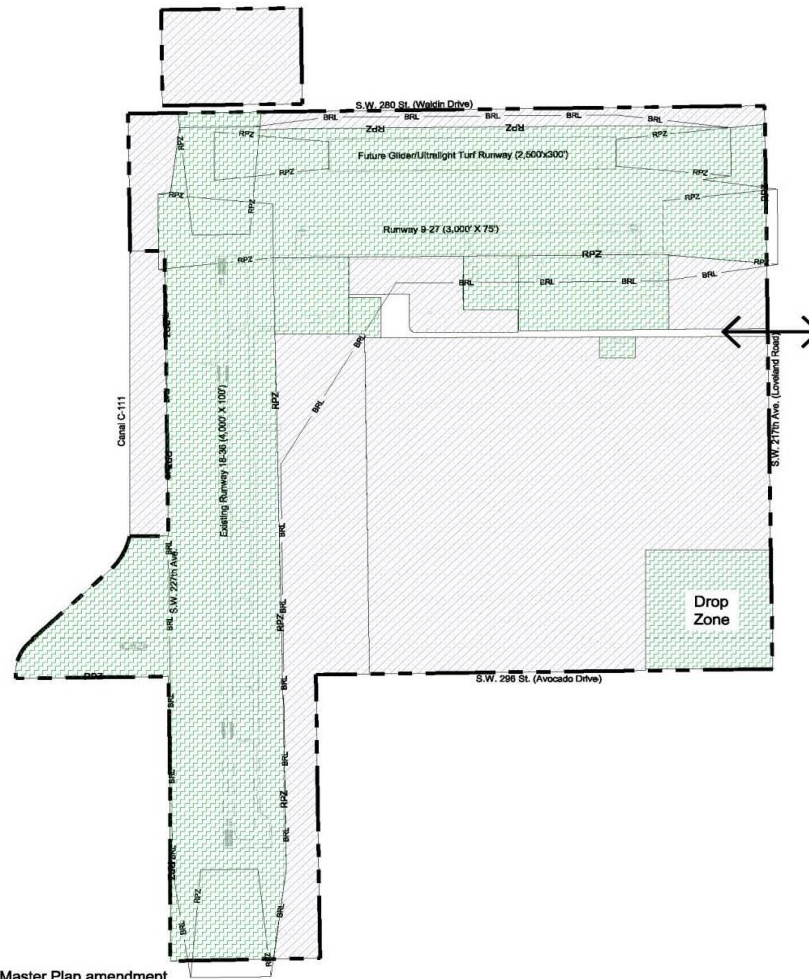
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DEPARTMENT OF REGULATORY AND
ECONOMIC RESOURCES



1

LEGEND

- Existing Airfield Pavement
- Future Runway/Taxiway Pavement
- - - Property Line
- ↔ Ingress / Egress
- RPZ— Runway Protection Zone
- Aviation Uses
- Aviation-Related Uses



Note: Any changes to this map will require a Comprehensive Development Master Plan amendment.

FIGURE 11
HOMESTEAD GENERAL AVIATION AIRPORT LAND USE 2020-2030



DEPARTMENT OF REGULATORY AND
 ECONOMIC RESOURCES

Table 1
Planned Aviation Facilities Improvements

Project	Need	Interval
Miami International Airport		
Balance of North Terminal Support Projects	Deficiency	Near Term
MIA Water Distribution System Infrastructure Improvements	Deficiency	Near Term
MIA Passenger Loading Bridges (Replacements)	Deficiency	Near Term
MIA Concourse F Other Code Issues	Deficiency	Near Term
MIA Park Six Garage	Growth	Near Term
MIA Central Boulevard Widening, Realignment & Service Loop	Growth	Near Term
Wayfinding & Signage Master Plan Implementation	Deficiency	Near Term
MDAD Office Tower Fire Sprinkler & Alarm Upgrades	Deficiency	Near Term
MIA Central Terminal Fire Protection Upgrade of Security & Comm Rooms	Deficiency	Near Term
Concourse E Satellite Life Safety Improvements	Deficiency	Near Term
Fire Protection Upgrade of Security & Comm Rooms	Deficiency	Near Term
MIA Fuel Facility Load Rack Capture Tank	Deficiency	Near Term
MIA Airport Operations Communication Center (AOCC)	Deficiency	Near Term
MIA & General Aviation Miscellaneous ADA Barrier Removal Program	Deficiency	Near Term
Runway Resurfacing-12/30 (2013) & Associated Taxiways P, Q & R	Deficiency	Near Term
MIA Concourse H Airbus 380 Modifications	Deficiency	Long Term
Concourse E Airbus 380 Gate Modifications (Gate E-8)	Deficiency	Long Term
MIA Terminal Wide Re-Roofing, Roof Drains and Scuppers	Deficiency	Near Term
MIA Building 845 Finish-out and Parking Garage	Deficiency	Long Term
Fuel Storage Facility Intrusion Detection	Deficiency	Long Term
MIA Terminal Wide Employee Restroom Remodeling & Renovation	Deficiency	Long Term
MIA Telecommunication Network Expansion	Growth	Near Term
E-Satellite Passenger Conveyance/Train Replacement	Deficiency	Near Term
MIA Central Terminal Near-Term Improvements	Deficiency	Near Term
MIA Central Terminal	Growth	Long Term
Central Base Public-Private Partnership Development	Growth	Near Term
Northeast Base Public-Private Investment Partnership Development	Growth	Near Term
Environmental Pollution Remediation	Deficiency	Near Term
Miscellaneous Landscape Program	Deficiency	Long Term
MIA Foreign Object Debris (FOD) Detection System	Deficiency	Near Term
MIA Taxiway "P" from Cc "E" "J" Rehabilitation	Deficiency	Near Term
MIA Taxiway "T" Rehabilitation	Deficiency	Long Term
MIA Taxiway "S" Rehabilitation	Deficiency	Long Term
MIA Taxiway "E" and "F" Apron Rehabilitation	Deficiency	Long Term
MIA USDA Apron & Drainage	Deficiency	Long Term

Project	Need	Interval
Miami International Airport		
MIA Northeast Base Building 891 896 Apron and Drainage Improvements	Deficiency	Long Term
MIA Central Base Pavement Rehabilitation	Deficiency	Long Term
Cargo City (Bldg. 716) Apron Rehabilitation	Deficiency	Near Term
MIA Perimeter Road Widening & Realignment	Growth	Long Term
MIA Fuel Tanker Parking Facility	Growth	Near Term
MIA Employee Bus Maintenance Facility	Growth	Long Term
MIA MPD K-9 Facility	Growth	Long Term
MIA Additional Air Cargo Apron in Westside Cargo Area	Growth	Near Term
MIA Central Terminal Premises Distribution System	Deficiency	Long Term
MIA Central Terminal Public Address System Infrastructure	Deficiency	Long Term
MIA Central Terminal CUTE Equipment	Deficiency	Long Term
Cc G Renovation	Growth	Near Term
Terminal G Renovation	Growth	Near Term
MIA Terminal Wide Lightning Protection System	Deficiency	Long Term
MIA Terminal Wide Baggage Make Up Ventilation Upgrade (Airsides)	Deficiency	Long Term
Projects Located at Multiple Airports		
MIA & GA Environmental Compliance Program	Deficiency	Near Term
MIA & GA Miscellaneous Asbestos Removal	Deficiency	Near Term
GA Airports Environmental Compliance	Deficiency	Near Term
General Aviation Airports		
Opa-locka Executive Airport		
Navigational Aid Installation	Growth	Long Term
Various Third Party Development On Airport	Growth	Near Term
Apron/Runway/Taxiway Rehabilitation	Deficiency	Near Term
Kendall-Tamiami Executive Airport		
TMB Security Project	Deficiency	Near Term
New Air Traffic Control Tower	Deficiency	Long Term
Various Third Party Development On Airport	Growth	Near Term
Navigational Aid Installation	Growth	Long Term
Homestead General Aviation Airport		
Homestead General Aviation Airport Security Project	Deficiency	Near Term
Various Third Party Development On Airport	Growth	Long Term
Runway 18-36 Runway Extension	Growth	Long Term
New Air Traffic Control Tower	Growth	Long Term
Navigational Aid Installation	Growth	Long Term
Helicopter Training Operations Area	Growth	Long Term

Note: Near Term is defined as a period from 2013-2018. Long Term is defined as a period beyond 2018.

Aviation Monitoring Program

This section outlines the substantive elements of Miami-Dade County's monitoring program pertinent to the objectives, policies and parameters referenced in the Aviation Subelement.

An important part of the implementation of the objectives of the Aviation Subelement is the establishment of a program for monitoring their progress. The Aviation monitoring program consists of the following measures:

Objective AV-1

- Annual and peak hour enplanement, cargo tonnage and operational levels at air carrier facilities.
- Annual gate and facility utilization rates and patterns at air carrier facilities.
- Annual operational levels at general aviation airports.
- Facility improvements at air carrier facilities.
- Facility improvements at general aviation and training and transition facilities.

Objective AV-2

- Consistency of implementation role with the roles defined in this Subelement.

Objective AV-3

- Number of development applications in violation of height and land use compatibility regulations since the latest EAR.

Objective AV-4

- Constructed and programmed roadway improvements serving the County's aviation facilities since latest EAR.
- Levels of service of airport access roads at date of EAR.

Objective AV-5

- Airport capacity enhancements at locations consistent with the Conservation and Coastal Management Elements of the Comprehensive Development Master Plan.
- Approved Environmental Impact Assessment reports/DRIs required for major facilities and improvements.

Objective AV-6

- Establishment or update of comprehensive airport zoning for all Miami-Dade Aviation Department System of Airports.
- Annual airport employment figures.
- Annual aviation-related business employment figures
- Employment figures in the vicinity of airports at date of EAR by TAZ.

Objective AV-7

- Report number of projects at the County's aviation facilities, which expand flexibility of landside and airside facilities and operations.

PORT OF MIAMI RIVER SUBELEMENT

Introduction

The Plan

In general, the purpose of the Port of Miami River Subelement is to protect and promote the continued maritime business and traditional marine-related shoreline uses up the Miami River as well as the protection of the environmental resources. The shipping facilities found along the Miami River serve shallow draft vessels. These shipping terminals were formally designated as the Port of Miami River to meet regulations of the U.S. Coast Guard. Improving the water quality of the Miami River continues to be priority of Miami River advocates including the County, the Miami River Commission and others. The objective of the Port of Miami River Subelement is expressed in the following goal, objectives and policies, and monitoring program.

GOAL

MAINTAIN AND ENHANCE THE WATER QUALITY, ATTRACTIVENESS AND ECONOMIC VIABILITY OF THE PORT OF MIAMI RIVER.

Objective PMR-1

Maintain and promote marine activity on the Miami River and protect these activities from encroachment or displacement by incompatible land uses.

Policies

- PMR-1A. Miami-Dade County shall promote actions to enhance marine industrial activities along the banks of the Miami River west of NW 27 Avenue and in other areas along the Miami River, where feasible.
- PMR-1B. In making recommendations relating to requested zoning changes and permits for development and redevelopment along the Miami River, Miami-Dade County agencies shall promote the protection or inclusion of uses which are water dependent and/or water related, such as cargo shipping terminals and boat repair yards.
- PMR-1C. Miami-Dade County shall work to improve the economic vitality of the Port of Miami River in cooperation with other concerned agencies and organizations.

Objective PMR-2

Actions shall be taken to improve linkages between the shipping terminals on the Miami River and surface transportation routes and modes.

Policies

- PMR-2A. Miami-Dade County and the Miami River Commission shall monitor the implementation of the Miami River Corridor Multimodal Transportation Plan with cooperation and assistance of all concerned agencies (i.e. County, City, MPO, FDOT, MDX, US Coast Guard, etc.)

- PMR-2B. In cooperation with other concerned agencies and organizations, Miami-Dade County shall investigate and implement ways of improving roadway access between the Port of Miami River shipping terminals and the adjacent surface transportation system.
- PMR-2C. Miami-Dade County shall work with the Miami River Commission, the Miami River Marine Group, and other concerned agencies and organizations to improve the vitality of the Port of Miami River and to minimize traffic conflicts on adjacent roadways.

Objective PMR-3

The Port of Miami River shall be operated in a manner which minimizes impacts to estuarine water quality and marine resources and adjacent land uses.

Policies

- PMR-3A. Miami-Dade County shall continue to place high priority on having the polluted sediments removed from the Miami River including all of its tributaries which impact water quality.
- PMR-3B. Miami-Dade County shall stabilize all eroding County-owned shoreline areas and rights-of-way along the Miami River consistent with available funding, and the County shall develop an ordinance requiring shoreline stabilization where necessary on public and private sites along the river.
- PMR-3C. The Miami-Dade County Department of Regulatory and Economic Resources, Division of Environmental Resources Management shall ensure that stormwater runoff from future industrial uses shall be contained on site and not discharged to the River. An on-site retention system combined with an overflow outfall may be considered as an alternative to full on-site retention in those cases where a higher degree of flood protection is desired and maintenance of water quality is assured.
- PMR-3D. Miami-Dade County through its program of stormwater outfall removal and retrofitting shall continue to eliminate detrimental stormwater outfalls along the Miami River.
- PMR-3E. Additional policies included in the Coastal Management Element regarding dockside pumpout facilities, bulkhead repair and construction and enforcement activities along the Miami River are hereby incorporated in the Subelement by reference.

Objective PMR-4

The Port of Miami River, through the owners and operators of its international shipping terminal facilities regulated by the Maritime Transportation Security Act, with assistance from the Miami River Commission (MRC) and Miami River Marine Group (MRMG), shall recognize local, State and Federal security needs in all port operations, expansion and new construction.

Policies

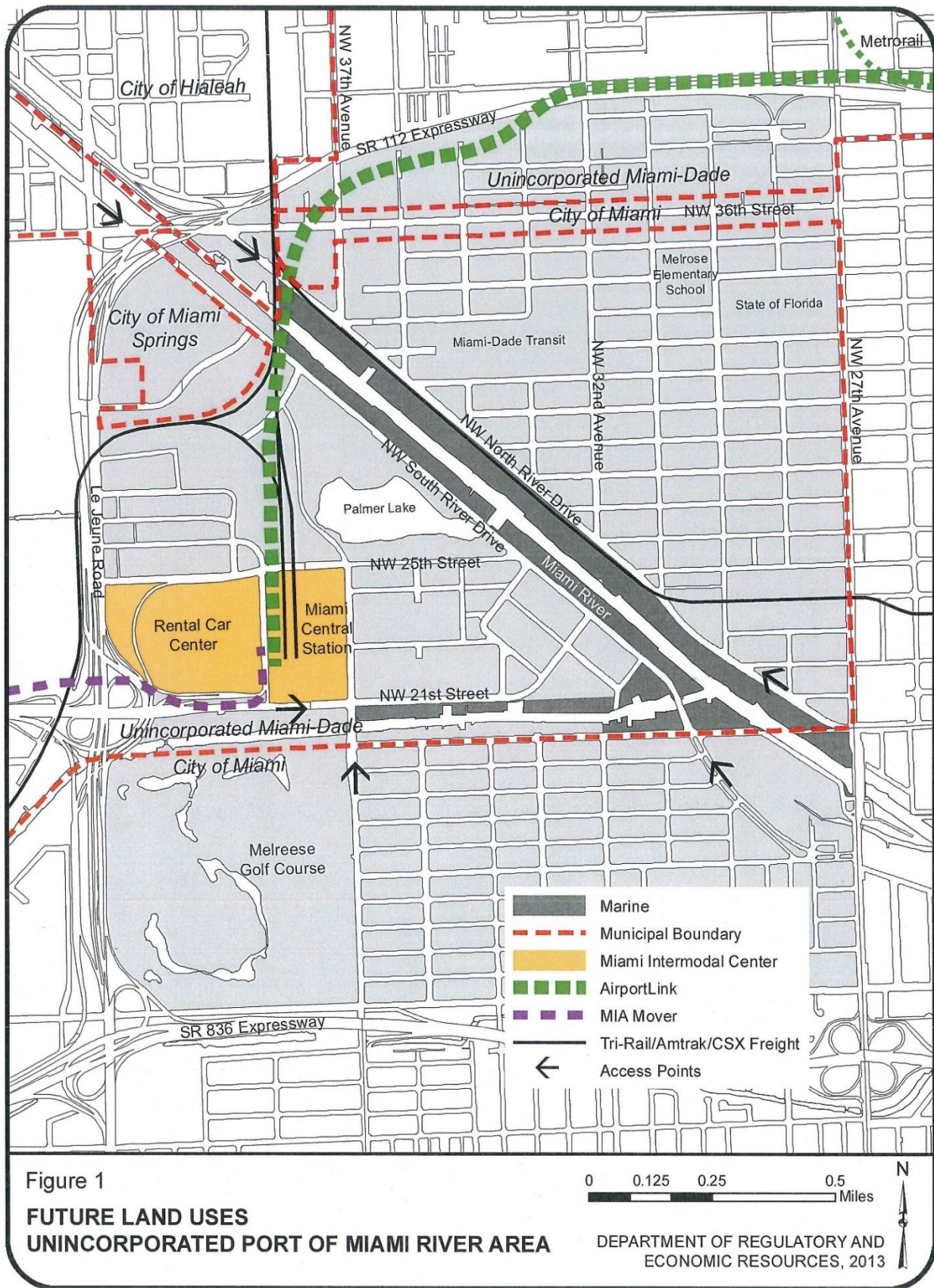
- PMR-4A. The Port of Miami River, through the owners and operators of its international shipping terminal facilities regulated by the Maritime Transportation Security Act, shall annually audit operations of the Port of Miami River in light of the Miami River Port Security Plan and any new local, State and Federal security requirements.
- PMR-4B. The County, MRC and MRMG shall seek funding from local, State and Federal sources to address domestic homeland security issues.
- PMR-4C. The Port of Miami River, through the owners and operators of its international shipping terminal facilities regulated by the Maritime Transportation Security Act, with assistance from the MRC and MRMG shall ensure that new projects are designed and constructed in accordance with the Miami River Port Security Plan, as approved by the Miami River Security Committee on June 8, 2004, and applicable local, State and Federal security laws.
- PMR-4D. In the event of an apparent conflict between the Miami River Port Security Plan, approved by the Miami River Security Committee on June 8, 2004, local, State and Federal law and/or agency directives, and other objectives in any Subelement, the Homeland Security-based requirements shall prevail.

Future Port of Miami River

The Port of Miami River is expected to retain its share of the growing international trade activity occurring in Miami-Dade County. The banks of the Miami River west of NW 27 Avenue and east of the salinity dam will remain the predominant area for shipping facilities serving the small ports of the Caribbean. This western section of the Port of Miami River is recommended to be used only for marine industrial and commercial activities. The role of Miami-Dade County in maintaining maritime facilities in this port area is limited to that of facilitator, as Miami-Dade operates its own seaport facilities on Dodge and Lummus Islands. Miami-Dade will continue to facilitate marine activity on the Miami River through its legislative function of establishing and implementing land use policy, and in its administrative functions in providing and maintaining roadway infrastructure which provides landside access to the area.

Future land use in the Miami River area is depicted on the Land Use Plan map in the Land Use Element. Figure 1, which follows, also highlights those sites along the banks of the unincorporated portion of Port of Miami River area which should be reserved for continued commercial marine activity. Figure 1 also identifies points of highway access to the area and rail lines. Future natural resources of the area are mapped in the future natural resources map series in the Land Use Element.

Facility improvements planned by Miami-Dade County that will impact this area are primarily roadway projects. These are listed in the County's Transportation Improvement Program and the Miami-Dade 2035 Long Range Transportation Plan. Overall, those projects will relieve congestion at points of access to the unincorporated Port of Miami River area and will enhance circulation through the area by replacing inadequate bridges and adding a new river crossing in the NW 32 Avenue corridor. Miami-Dade County will ensure that the new crossing provides for continued navigation upstream.



Port of Miami River Monitoring Program

The monitoring measures for the objectives of this Subelement are the following:

Objective PMR-1

- Indices showing the growth or shrinkage of the amount of river frontage devoted to marine related/dependent business activity shall be prepared biennially.
- Records of land use changes in the vicinity of the Miami River in unincorporated Miami-Dade County since 2010.
- Records of zoning changes in the vicinity of the Miami River in unincorporated Miami-Dade County since 2010.

Objective PMR-2

- The number of ships, tonnage, types of cargo, and the value of cargo handled shall be reported. Numbers of full-time and part time employment at the shipping terminals, and an estimate of the annual payroll for each category, shall also be reported. These data shall be sought from the Miami River Commission and the Miami River Marine Group.
- The Department of Regulatory and Economic Resources (DRER) in conjunction with the Florida Department of Transportation, the Metropolitan Planning Organization, Public Works and Waste Management Department, The Miami River Commission and the Miami River Marine Group will prepare transportation improvements updates listing completed, underway, programmed and planned transportation improvements of significant repercussion to the Port of Miami River.

Objective PMR-3

- The County's DRER, Division of Environmental Resources Management (DERM) shall list progress on shoreline stabilization, stormwater runoff, outfall removal/refitting and overall water quality along the navigable portion of the Miami River and its tributaries.
- Additional monitoring measures included in the Coastal Management Element regarding water quality and protection of natural resources, as related to the Miami River west of NW 27 Avenue, are adopted by reference.

Objective PMR-4

- Compliance with applicable security requirements, Maritime Transportation Security Act and the Miami River Port Security Plan.

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PORTMIAMI SUBELEMENT

Introduction

The Dante B. Fascell Port of Miami-Dade (PortMiami) has historically been a bayfront cruise and cargo port with strong connections to downtown Miami and the south Florida economy. Since its relocation from the mainland, PortMiami has focused the last five decades on the creation and expansion of an island facility surrounded by deep-water channels. As PortMiami continues to grow, it will continue to strengthen its intermodal connections with downtown Miami, mixed use ties with adjacent communities, and lasting contributions to surrounding natural resources. The cruise industry grew primarily through PortMiami and during the last 45 years, PortMiami has been the largest multi-day cruise operator in the world. Also, as the leading cargo port in the State of Florida, PortMiami will continue to grow its cargo operations through the deepening of the south channel and the construction of the Port of Miami Tunnel.

PortMiami is owned by Miami-Dade County, primarily a landlord port, administered by the Miami-Dade County Seaport Department. PortMiami services consist of cruise and cargo operations. Cruise facilities consist of passenger terminal and ancillary facilities while cargo facilities consist primarily of container terminals and gantry cranes with break bulk and refrigerated cargo also handled to a lesser extent. PortMiami is located on Dodge, Lummus and Sam Islands, which have been joined through phased implementation of previous master plans, are now considered as one island. In this Subelement, "on-island" refers to facilities located on the now joined islands, while "off-island" refers to locations or facilities elsewhere on the mainland.

The Plan

In December 2011, the Board of County Commissioners approved the PortMiami 2035 Master Plan endorsing the plan's principles, goals and vision, which lays out the cruise, cargo, and limited commercial projects that will improve efficiency, increase capacity and help PortMiami strengthen its position in the world market. This growth will be necessary to accommodate projected passenger and cargo volumes shown below in Table 1.

Table 1
PortMiami Projected Cruise Passenger and Cargo Volumes

Year	Cruise Passengers (Millions)	Cargo TEUs* (Millions)
2030	Low: 5.22 Medium: 5.58 High: 6.38	Low: 1.53 Medium: 2.2 High: 2.47

Source: PortMiami 2035 Master Plan, Miami-Dade County Seaport Department, 2011.

The PortMiami 2035 Master Plan calls for enhancement of the Port's existing facilities as well as expansion of both on-island and off-island facilities in order to meet the needs of an increasing customer base. Included in the 2035 Master Plan are projects such as the deepening of the channel, improved direct interstate access, rehabilitation/expansion of the railroad system, new intermodal facilities as well as a series of projects aimed at integrating PortMiami's activities with that of the surrounding community in a manner that is sensitive to the community, the environment and the natural resources.

The following goal, objectives and policies of this Subelement provide for the implementation of the PortMiami 2035 Master Plan. These goal, objectives and policies are followed by a program for monitoring and evaluating measurements for the implementation of the Subelement.

GOAL

PORTMIAMI SHALL PROVIDE FOR AN EFFECTIVE AND EFFICIENT MARITIME TRANSPORTATION FACILITY AND SERVICES, ENDEAVOR TO RETAIN ITS POSITION AS THE TOP RANKING CRUISE PORT OF THE WORLD AND AS ONE OF THE LEADING CARGO PORTS IN THE NATION WHILE MINIMIZING ANY DETRIMENTAL EFFECTS ON THE ENVIRONMENT, THE COMMUNITY AND NATURAL RESOURCES, AND ENHANCES THE ECONOMY OF THE COUNTY, REGION AND STATE.

Objective PM-1

The Port shall provide, maintain, improve and enhance its cruise facilities necessary to accommodate the projected number of cruise passengers and ships.

Policies

- PM-1A. PortMiami shall maintain and rehabilitate their existing facilities and construct new facilities, such as berths, terminals and ancillary maritime facilities, to accommodate the projected volumes of passengers and ships.
- PM-1B. PortMiami shall construct the parking, roads other ancillary improvements required on- and off-island to service existing and future cruise facilities.
- PM-1C. PortMiami shall pursue the implementation of projects that result in additional capacity, improved technology, safety and flexibility in the construction of its facilities.
- PM-1D. PortMiami shall respond to new and emerging passenger and car ferry transportation alternatives, when appropriate.
- PM-1E. PortMiami shall coordinate and support projects that promote an effective and efficient multimodal transportation system necessary for the competitive and rapid movement of passengers such as direct access to the interstate highway, railroad and mass transit systems.

Objective PM-2

The Port shall provide, maintain, improve and enhance its cargo-handling facilities necessary to accommodate the projected cargo volume demands.

Policies

- PM-2A. PortMiami shall construct all cargo-handling and related facilities necessary to accommodate projected cargo volumes, such as berths, cranes, fuel farm, operation and storage areas, inland distribution/logistic centers, and other ancillary facilities.

- PM-2B. PortMiami shall construct parking, roads, railroad tracks, intermodal logistic transfer facilities, and other ancillary facilities necessary for the efficient, competitive and rapid movement of cargo.
- PM-2C. PortMiami shall pursue the implementation of projects that result in improved capacity, technology, equipment, safety, and flexibility, including the deepening and expansion of its channels, turning basins, and other related areas.
- PM-2D. PortMiami shall coordinate and support projects that promote an effective and efficient multimodal transportation network necessary for the competitive and rapid movement of cargo, such as direct interstate highway access, railroad service, and intermodal logistic transfer facilities.

Objective PM-3

The Port shall support and maximize local and regional economic growth and enhance the Port's role in the State maritime system.

Policies

- PM-3A. PortMiami shall work with public agencies and the private sector to maximize the economic benefits to be derived from expanded port operations.
- PM-3B. PortMiami shall coordinate Port expansion activities including appropriate land uses, mixed uses and joint-venture partnerships. Uses may include, but are not limited to, multi-purpose cruise terminals, multi-modal transportation centers, mixed-use commercial development and commercial signage.
- PM-3C. PortMiami shall consider other uses including, but not limited to, commercial, recreational, cultural, hospitality, and residential uses within certain areas of the port while protecting the availability of the land for future maritime uses if needed.
- PM-3D. Maximize revenue-generating opportunities within PortMiami by allowing development that is compatible with the port operations and consistent with applicable regulations in order to foster economic development and integration with the surrounding community.
- PM-3E. Port expansions, including inland logistic centers, shall be integrated into the physical, social and economic fabric of the surrounding communities.
- PM-3F. PortMiami shall provide public access to the shoreline in non-secure areas, when appropriate and not in conflict with safety and operational practices.
- PM-3G. PortMiami shall seek funding from Federal, State and local sources to invest in its capital improvement program.

Objective PM-4

The Port shall continue to ensure compatibility of its facilities and operations with surrounding communities and the natural environment.

Policies

- PM-4A. PortMiami shall conduct analyses for its expansion activities relative to surface transportation linkages, environmental resources, land uses, water, wastewater and solid waste facilities, as part of an integrated planning and public participation process.
- PM-4B. PortMiami shall consider the environment when determining the suitability of new development and periodically review its environmental practices in response to new information and community needs.
- PM-4C. PortMiami shall obtain and maintain environmental agency approvals for existing and proposed port expansion activities, including required mitigation activities.
- PM-4D. PortMiami shall implement and, when necessary, update the Dredged Materials Management Plan which addresses long-term needs for spoil disposal and beneficial use of dredged material.
- PM-4E. PortMiami shall encourage its users to comply with applicable existing policies designed to minimize particulate emissions from ships in port.
- PM-4F. PortMiami shall stabilize all its remaining unconsolidated shorelines and use best management practices when maintaining or expanding its footprint through infilling of land.
- PM-4G. PortMiami shall continue to implement its National Pollutant Discharge Elimination System Stormwater Pollution Prevention Plan and its Stormwater Management Master Plan, which includes monitoring programs and other stormwater quality improvement projects.
- PM-4H. PortMiami shall incorporate sound conservation principles in the development of its projects and consider climate change mitigation and adaption strategies in their long-range plans.
- PM-4I. PortMiami shall encourage its users to be more efficient in their use of land and operations and promote the development of sustainable principles and practices.
- PM-4J. PortMiami shall ensure that the disposal of any spoil not used as fill in its land area is conducted in accordance with permits.

Objective PM-5

The Port shall maintain its policy of cooperation with all levels of government and the community.

Policies

- PM-5A. PortMiami shall coordinate with all appropriate local, regional, and State agencies and governments to assure that any actions that could either facilitate or impede planned port growth and development are fully evaluated, and to implement all

appropriate safety and security requirements for the protection of human life against effects of natural disasters and acts of terrorism.

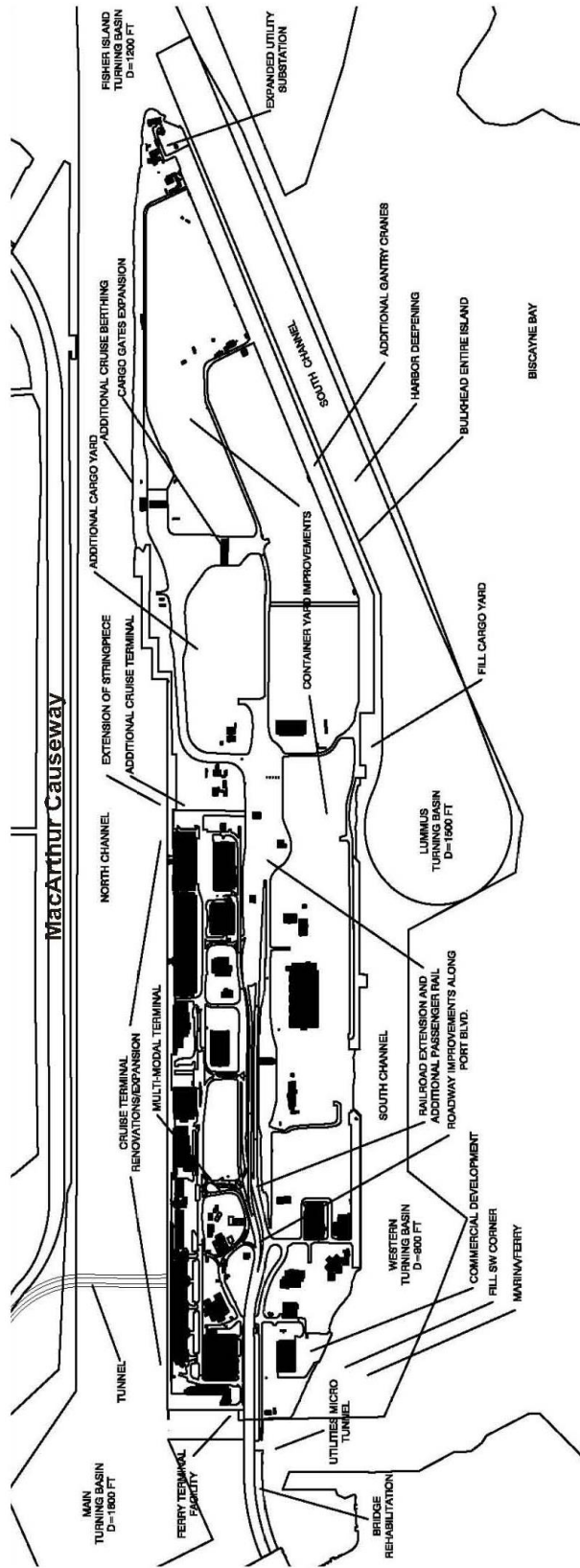
- PM-5B. The port shall work cooperatively with all public and private partners in the development of capital projects to ensure timely and cost efficient construction while maintaining services.
- PM-5C. PortMiami shall work cooperatively with County Departments and utility providers to ensure that the necessary capacity is available to support existing and projected needs.
- PM-5D. The Port shall design and construct new projects in accordance with approved security plans and applicable local, state and federal security laws.
- PM-5E The Port shall assess its operations in light of existing and new local, state and federal security requirements and seek funding from local, state and federal sources to address security issues related to the Approved Security Plan as needed.

Future PortMiami Facilities

PortMiami is positioning itself to maintain, and build on, its leadership position among U.S. ports. Figure 1 illustrates the general locations of major PortMiami projects during the fifteen-year planning period. The following list of projects generally outlines the expected program of development and intervals needed to implement the goals, objectives and policies of this Subelement. Specific projects will be identified, prioritized and funded through the Seaport Department's Capital Improvement Plan, as implemented through the CDMP Capital Improvement Element.

Project	Interval
Deep Dredge: Miami Harbor Phase III Dredge Program	Near-Term
Interstate Access Improvements: PortMiami Tunnel	Near-Term
Intermodal Yard Development	Near-Term
Railroad Rehabilitation and Expansion	Near-Term
Off-island Intermodal Complex	Near-Term/Long-Term
Procurement of Gantry Cranes	Near-Term/Long-Term
Berthing Improvements and Additional Berthing Area	Near-Term/Long-Term
Increased Cargo Storage	Near-Term/Long-Term
Maximization Cruise Facilities	Near-Term/Long-Term
Maximization Cargo Terminals and Facilities	Near-Term/Long-Term
Intermodal Logistic Transfer Facility	Near-Term/Long-Term
Support Infrastructure	Near-Term/Long-Term
Roadway Improvements	Near-Term/Long-Term
Development of Passenger Rail On-island	Near-Term/Long-Term
Sustainable Projects	Near-Term/Long-Term
Transshipment Facility	Near-Term/Long-Term
Cruise Ferry Facility	Near-Term/Long-Term
Marina	Near-Term/Long-Term
Commercial Real Estate Development	Near-Term/Long-Term
Utility Upgrades and Expansion	Near-Term/Long-Term
Security Related Technology Improvements	Near-Term/Long-Term

Project	Interval
Commercial Signage and Wayfinding	Near-Term/Long-Term
Procurement of Cargo Handling Equipment	Near-Term/Long-Term
Construction of Additional Wharf Area	Near-Term/Long-Term
Development of a Multi-modal Transportation Facility	Near-Term/Long-Term



Drawing not to scale
 Source: Miami-Dade Seaport Department 2013
 DEPARTMENT OF REGULATORY AND
 ECONOMIC RESOURCES

FIGURE 1
PORT OF MIAMI MASTER DEVELOPMENT PLAN
5-Year Plan

PortMiami Monitoring Program

The following are the monitoring measures for the objectives of this Subelement:

Objective PM-1

- Number of passengers on an annual basis
- Cruise related improvements made at PortMiami during the evaluation and appraisal of the CDMP reporting period

Objective PM-2

- Cargo volume on an annual basis.
- Cargo related improvements made at PortMiami during the evaluation and appraisal of the CDMP reporting period.

Objective PM-3

- Number and condition of PortMiami-related off-island expansion projects and related coordination activities during the evaluation and appraisal of the CDMP reporting period.
- Assessment of PortMiami's expansion activities and joint-venture partnerships during the evaluation and appraisal of the CDMP reporting period.

Objective PM-4

- Assessment of the PortMiami's environmental accomplishments and practices during the evaluation and appraisal of the CDMP reporting period.
- Types of permits and approvals issued to the Port during the evaluation and appraisal of the CDMP reporting period.

Objective PM-5

- Number of agreements on various plans and programs of PortMiami with local, regional and state agencies and/or jurisdictions.
- Compliance with applicable security requirements and plans.

BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM ADMINISTRATIVE RULES

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ARTICLE I - GENERAL CONDITIONS

SECTION 1. BACKGROUND

These administrative rules govern the implementation by Miami-Dade County (the "County") of its Building Better Communities General Obligation Bond Program as established by Ordinance No. 05-47 (the "Ordinance").

SECTION 2. SCOPE

These administrative rules have been prepared to address the administration and allocation of funds for the projects and programs identified in the Building Better Communities General Obligation Bond Program ("BBC GOB Program"). In addition to the funding of Projects specifically listed in the BBC GOB Program, eligible projects may be funded through the process described in these administrative rules with monies from four (4) funds. The funds are the Historical Preservation Fund, the Economic Development Fund, the Not-for-Profit Community Organization Capital Fund and the Primary Health Care Facilities Fund (collectively, the "Funds").

SECTION 3. GENERAL

All recipients of funding for specific projects identified in the BBC GOB Program and for projects approved for funding from one of the Funds are required to follow these administrative rules. Failure to do so may lead to disqualification.

Additional copies of the administrative rules and/or application materials may be obtained by contacting the County Executive Office. All inquiries, correspondence and applications for the BBC GOB Program should be addressed to:

Miami-Dade County
County Executive Office
111 NW 1 Street
Suite 2910
Miami, Florida 33128
Attention: Director, Office of Capital Improvements

or to a Department or agency of Miami-Dade County, serving as the County Mayor's Designated Representative.

SECTION 4. DEFINITIONS

The following is a list of terms and definitions that are used in these administrative rules:

"Acquisition" means the act of obtaining real property and/or capital assets or interests and rights in real property and/or capital assets by various legal means to serve public purposes.

"Applicant" means a Public Agency, not-for-profit organization, Municipality or other entity eligible to participate in the BBC GOB Program, which submits a Funding Application Package to the County.

"Application" means the process described in these rules to make a formal request for Funding Allocation which remains open until the execution of a Grant Agreement or Interlocal Agreement, as the case may be, or a decision by the County not to provide a Funding Allocation.

"Application Submission Period" means a formally announced period of time for the submission of a Funding Application Package in a given Funding Cycle.

"Authorizing Resolutions" mean Resolution Nos. R - 912-09, R - 913-09, R - 914-09, R - 915-09, R - 916-09, R - 917-09, R - 918-09 and R - 919-09, as each may be amended from time to time.

"Board of County Commissioners" or "Board" means the legislative and the governing body of the County.

"Community-Based Organization" or "CBO" shall refer to any not-for-profit 501(c)(3) agency, group, organization, society, association, partnership or individual whose primary purpose is to provide a community service designed to improve or enhance the well-being of the community of Miami-Dade County at large or to improve or enhance the well-being of certain individuals within this community who have special needs.

"County" means Miami-Dade County, Florida.

"County Mayor" or "Mayor" means the head of the administrative branch of the County government or his/her designated representative.

"Development" means the act of physically improving an area, facility, resource or site to increase its ability or capacity to serve the public.

"Designated Projects" means the specific Projects listed in Appendix A to each of the Authorizing Resolutions for inclusion in the BBC GOB Program.

"Fixtures, Furniture and Equipment" or "FF&E" means 1) Fixtures - items that are permanently affixed to the building or property, i.e., doors, bathroom stalls, A/C units, etc.; 2) Furniture - indoor furnishings needed to allow proper use of a building, i.e., desks, chairs, tables, workstations, etc.; and 3) Equipment - non-consumable tangible property with a life of at least one year that is directly related to the funded project, such as bleachers for courts, audio/visual equipment for community rooms, computers for computer labs, portable basketball goals for gymnasiums, etc.

"Fund Projects" means the specific Projects approved by the Board pursuant to these administrative rules for a Funding Allocation from one of the Funds.

"Funding Allocation" means (i) the total amount of Building Better Communities General Obligation Bond funds approved by the Board for use by a Recipient for a specific Project as set forth in the Authorizing Resolutions; or (ii) the total amount approved by the Board from a Fund for use by a Recipient for a specific Project.

"Funding Application Form" means the base application form provided by the County Mayor or County Mayor's designee to be completed by the Applicant and submitted as part of a Funding Application Package.

"Funding Application Package" means the complete submittal package required by these administrative rules and submitted by an Applicant for a Project. (See Article II, Section 2).

"Funding Cycle" means the time between the opening of an Application Submission Period and the approval by the Board of the Projects to receive a Funding Cycle Allocation.

"Funding Cycle Allocation" means the amount of the Building Better Communities General Obligation Bond funds approved by the Board in a given year for use by a Recipient for implementation of a Project pursuant to these administrative rules.

"Funds" means any and/or all of the following four funds included in the BBC GOB Program to address grant requests for Fund Projects: the Economic Development Fund, the Historical Preservation Fund, the Not-for-Profit Community Organization Capital Fund and the Primary Healthcare Facilities Fund.

"Grant Agreement" means an executed grant agreement between the County and a Recipient (other than a grant to a Municipality or Public Agency, which grant will be evidenced by an executed Interlocal Agreement) setting forth mutual obligations regarding a Funding Cycle Allocation and/or Funding Allocation for a Project.

"Interlocal Agreement" means an executed grant agreement between the County and a Recipient that is a Municipality or Public Agency setting forth mutual obligations regarding a Funding Cycle Allocation and/or Funding Allocation for a Project.

"LEED" refers to *Leadership in Energy and Environmental Design* and means an ecology oriented building certification under a program sponsored by the U.S. Green Building Council.

"Match" means cash committed by the Recipient, as stipulated in the approved Grant Agreement or the Interlocal Agreement, as the case may be, to complement funding awarded from the BBC GOB Program.

"Municipality" means a political unit, such as a city, town, or village, incorporated for local self-government within the confines of Miami-Dade County.

"Ordinance" means the Building Better Communities General Obligation Bond Ordinance No. 05-47.

"Pre-Agreement Expenses" means eligible expenses identified in Article III, Section 1(B) of these rules incurred by a Recipient for accomplishment of a Project prior to full execution of a Grant Agreement or an Interlocal Agreement, as the case may be.

"Project" means each Designated Project or Fund Project, as the case may be, approved by the County for a Funding Allocation.

"Public Agency" or "Public Agencies" means an agency or agencies or administrative division or divisions of the United States government, the State of Florida, the County, or any Municipality within the County.

"Recipient" means an entity receiving a Funding Allocation.

“REMI Model” means a simultaneous equations econometric model developed by REMI Inc. and suitable for estimating the dynamic economic impacts of real property and other capital investments in Miami-Dade County.

"Soft Costs" means real and verifiable expenditures for administration, project management (not related to construction supervision), indirect costs (accounting/purchasing/personnel, etc.), imposed fees (e.g., permit processing fees) and those costs NOT related to construction material, labor, equipment or construction sub-contractors. Soft Costs for the purpose of this Program are classified by the following three areas:

- Project Administration - administration, project management (not related to construction supervision), indirect costs (accounting/purchasing/personnel, etc.) and imposed fees (e.g., Professional Services Agreement selection/permit processing fees). Project management related to construction supervision is not considered a soft cost; and
- Planning Services - Master Plan development and approval and feasibility studies; and
- Design Services - schematic design, design development, construction documents, bidding or negotiation and as built drawings.

Construction supervision and/or inspection are not considered Soft Costs. All costs associated with land acquisition such as: appraisals, due diligence, cost of land, project administration related to land purchase, legal fees, etc. are not part of the Soft Costs.

“Strategic Area” means geographic areas identified as the Opa-locka Executive Airport property and designated adjacent areas, the Civic Center/Medical District area, the Port of Miami, the Kendall-Tamiami Executive Airport and designated adjacent areas, and the Homestead Air Force Reserve Base and designated adjacent areas. The boundaries of these areas are identified in Exhibit L to these Administrative Rules.

“Targeted Urban Areas” or **“TUA”** means the geographical communities which have been designated by the Board and defined in the County Code of Ordinances Article VI Sec.30A-129(2).

"UMSA" means Unincorporated Municipal Service Area of the County, for which the County provides municipal services. Projects occurring within areas defined as UMSA are subject to the same administrative rules as any other project seeking Building Better Communities General Obligation Bond funding, regardless of the entity involved in the Project.

ARTICLE II – FUNDING PROCEDURES

SECTION 1. FUNDING CYCLES; APPLICATION SUBMISSION PERIODS

An Application Submission Period may be established on a periodic basis or a Funding Allocation may be awarded to a Recipient by the Board on a case by case basis. Each Project may be awarded a Funding Cycle Allocation during one or more Funding Cycles.

Eligible entities must apply for these Funding Cycle Allocations. A Grant Agreement or Interlocal Agreement between the County and the Recipient, as the case may be, implements the Funding Cycle Allocations.

If an Application Submission Period is opened, the Funding Application Package shall be delivered on or before the last day of the announced Application Submission Period. The County may announce an additional Application Submission Period if funds remain or become available after the preceding Application Submission Period is complete. Each Application Submission Period and other pertinent application information shall be publicly announced in newspapers of general circulation in the County at least one (1) month prior to the deadline for submission of the Funding Application Package, unless otherwise waived by the Board.

Funding Application Packages for Projects under the Economic Development Fund program will be evaluated on a case by case basis, and may be submitted for review by the County Mayor or the County Mayor's designee at any time as long as funding under this Fund is available.

Final grant award of Funding Allocations pursuant to an Application Submission Period are subject to approval by the Board.

SECTION 2. FUNDING APPLICATION

An Applicant must submit a complete Funding Application Form in order to be eligible to receive a Funding Allocation award. A complete Funding Application Package means one that meets all the requirements of the Ordinance and these administrative rules and is supported by proper documentation required by these administrative rules. The Funding Application Package shall consist of:

- 1) Completed Funding Application Form.
- 2) Completed line item budget. The line item budget must be submitted with budget justifications for the Construction and Fixtures, Furniture and Equipment line items. The justification should provide detailed descriptions of the project elements. Reimbursement for Fixtures, Furniture & Equipment is contingent upon prior inclusion and approval of these expenses in the Grant Agreement or Interlocal Agreement, as the case may be. (See Article III, Section 1(C), and for Projects under the Economic Development Fund Program, Article II, Section 3(B)1).
- 3) Letter(s) of commitment for matching funds that complement the Funding Allocation request as may be required by the Application.
- 4) Projected completion date for the Project and if the Project will be constructed in phases, the completion date of each phase.
- 5) Project location map.
- 6) For Development Projects, certification of ownership of a site by the Applicant or evidence of land tenure sufficient to satisfy the County that the Project may be developed on the designated site.
- 7) Written evidence (resolution or other legally required documentation), which at a minimum:
 - (i) authorizes the execution of the Grant Agreement or the Interlocal Agreement, as the case may be; (ii) commits the Applicant to complete the Project; (iii) as applicable, commits the

Applicant to provide operating, maintenance and programming funds upon completion of the Project, to the extent allowed by law; and (iv) provides that the Funding Allocation shall not be used in substitution of other capital project funding available to the Applicant.

8) Any other documentation that the Board may require from time to time.

An Applicant may request funding for a major Project in phases. Each phase shall constitute a distinct portion of the proposed Project. Each Applicant requesting funding for a Project in phases shall commit to completing the Project as defined in the Grant Agreement or the Interlocal Agreement, as the case may be, unless otherwise modified by approval of the Board in accordance with these rules and the Ordinance.

In the event an applicant intends to submit a request for pre-agreement reimbursement, the applicant shall comply with Article III, Section 1(B).

SECTION 3. ELIGIBILITY REQUIREMENTS

A) Designated Projects

Eligibility requirements for Applicants:

- Active and duly registered Florida not-for-profit 501(c)(3) corporation. Comply with the County's Administrative Order 3-15.
- Active and duly registered Florida for-profit corporation or recognized business entity.
- Municipality or Public Agency based in Miami-Dade County.
- Owner or lessee of residential or commercial property located within Miami-Dade County on which the Designated Project shall be situated.
- Financially stable including financial commitments to complete the Designated Project.

B) Fund Projects

1. Funds Objectives

The Economic Development Fund (the "EDF") is a component of the Building Better Communities Bond Program and is available for the purpose of providing infrastructure improvements to spur economic development and attract new businesses to the community in order to create jobs. The EDF includes \$75 million that is available countywide and \$15 million that is specifically focused on the County's designated Targeted Urban Areas. Eligible uses of the EDF include but are not limited to: infrastructure funding for road construction, water and sewer lines, fencing, sidewalks, entryways, lighting, and handicap accessibility; acquisition of land or buildings subject to certain limitations and to be evaluated on a case-by-case basis; new construction or renovation of buildings subject to certain limitations and to be evaluated on a case-by-case basis; and construction or acquisition of parking lots and structures subject to certain limitations and to be evaluated on a case-by-case basis. Ineligible uses of the EDF include but are not limited to: working capital; furniture and fixtures; office equipment; and other non-capital related expenses.

The Historical Preservation Fund, the Primary Healthcare Facilities Fund and the Not-for-Profit Community Organization Capital Fund are a component of the Building Better Communities General Obligation Bond initiative for the purpose of funding projects that support the County's historic preservation, primary healthcare, and community agency infrastructure needs. These are capital projects that improve the quality of life for the County's citizens, enhance medical facilities, rehabilitate historic properties, save irreplaceable historic venues, and serve as a catalyst for preserving and protecting Miami-Dade County's future. Medical institutions, historically and culturally significant properties, and Community-Based Organizations needing capital funds for construction, renovation, and expansion of facilities within the community that meet the criteria for the following programs may be eligible for assistance from these funds.

2) Program Descriptions and Criteria

a) Economic Development Fund.

The Economic Development Fund includes \$75 million that is available for "game changing" projects. The primary objectives of this program are to provide infrastructure improvements to spur economic development and attract new businesses to the community in order to create jobs by providing incentives that catalyze private sector investments, accelerate job creation, and attract capital investments with a strong potential to transform the local economy in ways that strengthen the economy's capacity for innovation and commercialization of scientific advancements, expand leadership in local industry clusters such as Aviation and Aerospace, Financial and Professional Services, Homeland Security and Defense, Information Technology, Life Sciences, and International Trade and Global Commerce, and/or produce job opportunities. These industry clusters exist in the Strategic Areas (see Exhibit L attached to these Administrative Rules). This component of the Economic Development Fund is referred to as Project No. 124. No more than \$15 million or less than \$10 million may be allocated to any single entity or project.

The Economic Development Fund also includes \$15 million that is specifically available for projects in the County's designated Targeted Urban Areas to spur economic development and attract new businesses in order to create jobs. This component of the Economic Development Fund is referred to as Project No. 320. No more than \$3 million from Project 320 may be allocated to any single Targeted Urban Area.

Eligibility Requirements for Applicants:

Notwithstanding eligibility requirements for applicants set forth in any other section of these administrative rules, the eligible applicants for the Economic Development Fund are:

- Active and duly registered Florida not-for-profit 501(c)(3) corporation.
- Active and duly registered Florida for-profit corporation or recognized business entity.
- Owner or lessee of residential or commercial property located within Miami-Dade County on which the Economic Development Fund Project will be situated.
- Demonstrated financial capacity and financial commitments using other non-County sources to complete the Economic Development Fund Project.

b) Historic Preservation Fund

This program includes \$10 million and is intended to provide matching funds to private property owners, private nonprofit organizations, and municipal government agencies for the acquisition, relocation and rehabilitation of designated historic properties, or properties eligible for designation as a historic property or as a contributing historic district property, which has applied for such a designation within Miami-Dade County.

Eligibility Requirements for Applicants:

Notwithstanding eligibility requirements for applicants set forth in any other section of these administrative rules, the eligible applicants for the Historic Preservation Fund are:

- Active and duly registered Florida not-for-profit 501(c)(3) corporation.
- Active and duly registered Florida for-profit corporation or recognized business entity.
- Municipality entity or Public Agency based in Miami-Dade County.
- Owner of residential or commercial property located within Miami-Dade County.
- Individually listed as municipal, County, State or National Register of historic property located in Miami-Dade County.
- Contributing Property within a designated municipal, County, State or national historic district located in Miami-Dade County.
- Property determined eligible for listing as an individual historic site or as a contributing historic district property, and which has applied for such designation, in a Municipality, County, State or National Register, and located within Miami-Dade County.
- Those listed in any Request For Proposal's related to this Fund.

c) Not-for-Profit Community Organization Capital Fund

The objective of this fund is to build and sustain the capability and capacity of the not-for-profit sector and support entities that enhance the quality of life of Miami-Dade County by delivering needed services. The \$30 million allocated to this fund recognizes the importance and continuing contributions that these organizations make to the future of Miami-Dade County.

Eligibility Requirements for Applicants:

Notwithstanding eligibility requirements for applicants set forth in any other section of these administrative rules, the eligible applicants for the Not-for-Profit Community Organization Capital Fund are:

- Legally incorporated 501(c)(3) not-for-profit organization lacking access to government sources of capital funding.
- Demonstrable financial stability.
- Organization's mission is consistent with goals identified in the Miami-Dade County Strategic Plan.
- Demonstrate ownership of or intent to purchase a facility.
- Letter of Commitment confirming the resources necessary to accomplish the project.

- Architectural/engineering study and/or equipment specifications and professional cost estimate.
- Two (2) year management and budget plan for the facility.
- Those listed in any Request For Proposal's related to this Fund.

d) Primary Healthcare Facilities Fund

The objective of this fund is to build and sustain the capability and capacity of the not-for-profit sector and support entities that enhance the quality of primary healthcare within Miami-Dade County by delivering needed services. The \$25 million allocated to this fund recognizes the importance and continuing contributions that these organizations, and the care that they provide, make to the future of Miami-Dade County.

Eligibility Requirements for Applicants:

Notwithstanding eligibility requirements for applicants set forth in any other section of these administrative rules, the eligible applicants for the Primary Healthcare Facilities Fund are:

- Legally incorporated 501(c)(3) not-for-profit organization lacking access to government sources of capital funding.
- Demonstrable financial stability.
- Organization's mission is consistent with goals identified in the Miami-Dade County Strategic Plan.
- Demonstrate ownership of or intent to purchase a facility.
- Letter of Commitment confirming the resources necessary to accomplish the project.
- Architectural/engineering study and/or equipment specifications and professional cost estimate.
- Two (2) year management and budget plan for the facility.
- Those listed in any Request For Proposal's related to this Fund.

SECTION 4. ELIGIBILITY DETERMINATION AND EVALUATION

A) Economic Development Fund – Project 124

The County Mayor or the County Mayor's designee will review and evaluate each Funding Application Package for funding eligibility or ineligibility. The County Mayor or the County Mayor's designee may consult with the following entities to assist in the review of the Funding Application Package:

- Department of Housing and Community Development
- Coalition of Chambers of Commerce
- Task Force on Urban Revitalization
- Miami-Dade Economic Advocacy Trust
- Beacon Council
- Greater Miami Chamber of Commerce
- Dade League of Cities

1. Eligibility Requirements for Projects

- Grant awards under Project 124 must be used for public infrastructure, including parking structures, public facilities and other improvements subject to certain limitations and evaluated on a case by case basis, and support economic development activities and attract new businesses having the potential to create a significant number of permanent jobs in Miami-Dade County; and
- Economic development projects supported with Project 124 funds must demonstrate long-term economic benefits to Miami-Dade County in spurring future economic growth through an analysis of local economic and County fiscal impacts over a 20-year time period using a Miami-Dade County REMI model or an equivalent economic impact model widely available and professionally accepted among economists for economic and fiscal impact analysis.

Development projects that are LEED certified will receive additional consideration in the evaluation process commensurate with the level of LEED certification in order to provide an incentive to build energy efficient facilities and reduce CO₂ emissions.

2. Special Conditions Regarding Reimbursements

- The grant may reimburse up to 100 percent of public infrastructure costs per project, but subject to a maximum cap of \$15 million and a minimum amount of \$10 million.
- Actual grant funds would be disbursed on a reimbursement basis only after verified completion of the public infrastructure project upon receipt of an audited financial accounting of infrastructure development costs and subject to funding availability and compliance with federal tax laws.
- Grants in excess of \$5 million would be disbursed over no more than a 5 year period from the date the public infrastructure improvements are completed when taxable bonds are issued to fund such public infrastructure improvements. If tax-exempt bonds are issued for the public infrastructure improvements reimbursements for such public infrastructure improvements will be disbursed over no more than a three year period from the date of the expenditure but in no case later than 18 months from the date the public infrastructure project is placed in service.
- Annual benchmarks for required non-infrastructure capital investments in a Project will be established and specified in the Grant Agreement, and disbursement of grant funds would be subject to attainment of said benchmarks in accordance with IRS rules and regulations governing the issuance of tax exempt bonds. A clawback provision in the event that established benchmarks are not met subsequent to disbursement of grant funds shall be included in the Grant Agreement. The Grant Agreement shall require that the grant recipient provide collateral securing the clawback provision. The collateral may include, but shall not be limited to, any instrument such as a personal guarantee, performance bond, restrictive covenant, or any other collateral as appropriate. A prorated grant disbursement may be allowed when actual project investment falls short of benchmarks.
- As a condition of the grant award for public infrastructure improvements, the grant recipient agrees as a matter of contract to the application of Section 2-11.16 of the Code on the portion of the project that is specifically tied to EDF-funded public infrastructure improvements.

3. Determination and Evaluation

The County Mayor or the County Mayor's designee will review and evaluate each Funding Application Package and may recommend to the Board an award of a Funding Allocation, by submitting a resolution seeking award of grant funds, and approval of the terms of a Grant Agreement or Interlocal Agreement, as the case may be.

B) Economic Development in Targeted Urban Areas Fund – Project 320

1. Eligibility Requirements for Projects

- Grant awards under Project 320 must be used for public infrastructure, including parking structures, public facilities and other improvements subject to certain limitations and evaluated on a case by case basis, within the boundaries of the County's Targeted Urban Areas.
- The infrastructure improvements must support economic development and attract new businesses in order to create jobs in the Targeted Urban Areas.
- The project must include private sector investment and leverage public bond monies with other funding sources.
- The project must create a significant number of jobs that are available to residents of a Targeted Urban Area.

2. Special Conditions Regarding Reimbursements

- No more than \$3 million of reimbursements can be allocated within any one Targeted Urban Area.
- The grant may reimburse up to 100 percent of public infrastructure costs per project, but subject to a cap of the lesser of \$3 million or the total amount of grant funding available within such Targeted Urban Area.
- Actual grant funds would be disbursed on a reimbursement basis only after verified completion of the public infrastructure project upon receipt of an audited financial accounting of infrastructure development costs and subject to funding availability and compliance with federal tax laws.
- Grants would be disbursed over no more than a 5 year period from the date the public infrastructure improvements are completed when taxable bonds are issued to fund such public infrastructure improvements. If tax-exempt bonds are issued for the public infrastructure improvements reimbursements for such public infrastructure improvements will be disbursed over no more than a three year period from the date of the expenditure but in no case later than 18 months from the date the public infrastructure project is placed in service.
- Benchmarks for required non-infrastructure capital investments in a Project will be established and specified in the Grant Agreement, and disbursement of grant funds would be subject to attainment of said benchmarks. A clawback provision in the event that established benchmarks are not met subsequent to disbursement of grant funds shall be included in the Grant Agreement. The Grant Agreement shall require that the grant recipient provide collateral securing the clawback provision. The collateral may include, but shall not be limited to, any instrument such as a personal guarantee, performance bond, restrictive covenant, or any other collateral as

appropriate. A prorated grant disbursement may be allowed when actual project investment falls short of benchmarks.

- As a condition of the grant award for public infrastructure improvements, the grant recipient agrees as a matter of contract to the application of Section 2-11.16 of the Code on the portion of the project that is specifically tied to EDF-funded public infrastructure improvements.

3. Determination and Evaluation

The County Mayor or the County Mayor's designee will review and evaluate each Funding Application Package and may recommend to the Board an award of a Funding Allocation by submitting a resolution seeking award of grant funds and approval of the terms of a Grant Agreement or Interlocal Agreement, as the case may be. The County Mayor or the County Mayor's designee may convene a committee of members of the Task Force on Urban Economic Revitalization, community leaders and/or economic development experts to assist in the review of Project 320 grant applications. Any such entity shall adhere to protocols specified under Administrative Order No. 3-31 and Florida law.

C) Determination and Evaluation of Applications for Other Funds

If an Application Submission Period is established, then following closure of the Application Submission Period, the County Mayor or the County Mayor's designee will review and evaluate each Funding Application Package for funding eligibility or ineligibility. The County Mayor or the County Mayor's designee may use entities such as the following to assist him in the review and may create Project Review Committees.

Historic Preservation Fund

- Dade Heritage Trust
- Historic Preservation Board

Not-for-Profit Community Organization Capital Fund

- Alliance for Human Services
- Dade Community Foundation

Primary Healthcare Facilities Fund

- Office of Countywide Health Care Planning

Any such entity shall adhere to protocols specified under Administrative Order No. 3-31 and Florida law. Funding Allocations for eligible projects may be recommended to the County Mayor or the County Mayor's designee by the Project Review Committee. The County Mayor or the County Mayor's designee and the Project Review Committee may determine that a Funding Application Package be classified as:

- a) **Ineligible.** Declaration that the Project identified in a Funding Application Package is ineligible.
- b) **Conditionally Eligible.** Declaration that a Project is eligible for funding upon satisfaction of specified conditions.

- c) **Eligible.** Declaration that a Project identified in a Funding Application Package is fully eligible.

Funding Application Packages determined to be Eligible or Conditionally Eligible shall be reviewed and competitively evaluated to recommend Funding Allocations. A listing of all Funding Application Packages shall be presented to the Board by the County Mayor or the County Mayor's designee in the form of a Resolution stating the eligibility determination, presenting the funding recommendations of the County Mayor or the County Mayor's designee based on the competitive evaluation and seeking approval for the award of a Funding Allocation and the disbursement of funds. In the event that an award of a Funding Allocation to a Conditionally Eligible Recipient is approved by the Board, staff shall verify that all conditions precedent have been satisfied prior to executing a Grant Agreement or an Interlocal Agreement, as the case may be.

ARTICLE III – GRANT ADMINISTRATION

SECTION 1. FUNDING ALLOCATION ADMINISTRATION & REIMBURSEMENT POLICY

A) Grant Agreement or Interlocal Agreement

- 1) As a condition of award of a Funding Cycle Allocation, the County and the Recipient shall enter into a Grant Agreement or an Interlocal Agreement, as the case may be, which sets forth the responsibilities and duties of each regarding administration of the approved Project and approved Funding Cycle Allocation.
- 2) The Grant Agreement or the Interlocal Agreement, as the case may be, shall specify the following and shall incorporate such other terms and conditions as may be required by particular circumstances:
 - a) A Project Narrative/Description of Project, including location of Project, and beginning and end dates;
 - b) An overall budget for the final Project, identifying additional sources of revenue;
 - c) A Funding Cycle Allocation and Funding Allocation line item budget (proposed use of BBC GOB funds);
 - d) If the Recipient is a Community-Based Organization or other entity (not a Municipality or Public Agency), a letter of commitment of matching funds validly executed committing the organization to raise any additional capital funds necessary to complete the Project, and committing to provide operating, maintenance and programming funds upon completion of the Project, all as authorized and approved by the Recipient's Board of Directors or governing entity;
 - e) If the Recipient is a Municipality or Public Agency, a letter of commitment of matching funds validly executed committing the organization to appropriate capital funds necessary to complete the Project and to provide operating, maintenance and programming funds upon completion of the Project, all as authorized and approved by the governing board of such Municipality or Public Agency;
 - f) Certification of ownership, or evidence of lease or other use agreement for a minimum un-expired term of 25 years;
 - g) Business plan and/or operating pro-forma, defining and identifying strategies to address the impact the Project will have on the organization's operational structure; and
 - h) A list of consultants that will be involved in the development of the Project (e.g., Owner's project manager(s), Architecture and Engineering team, Specialty Consultants, Developers, General Contractor or Construction Manager, etc.) as they become

available.

B) Pre-Agreement Expenses. The incurring of Pre-Agreement Expenses by a Recipient creates no obligation on the County to execute a Grant Agreement or Interlocal Agreement, as the case may be, or otherwise satisfy those expenses. However, prior to the effective date of the Grant Agreement or Interlocal Agreement, as the case may be, a Recipient may incur eligible Pre-Agreement Expenses and then after the effective date of the Grant Agreement or Interlocal Agreement, as the case may be, be reimbursed for those costs, provided that:

- 1) The costs and activities are funded as part of the Funding Allocation award and are in compliance with the requirements of the Ordinance and these rules.
- 2) For those Projects funded by bond proceeds from bond sales subsequent to the sale of the Series 2005 Bonds, reimbursement of Pre-Agreement Expenses is limited to those Pre-Agreement Expenses incurred one (1) year prior to the first day of the Application Submission Period, unless previously approved by the Board. Pre-Agreement Expenses in the case of Economic Development Fund projects are limited to those Pre-Agreement Expenses incurred one (1) year prior to the application for an Economic Development Fund award.
- 3) The Recipient has notified the County Mayor or the County Mayor's designee in writing of the intent to submit eligible Pre-Agreement expenses for reimbursement within 30-days of a Grant Agreement or Interlocal Agreement being executed. Recipients shall send a letter addressed to the County Mayor or the County Mayor's designee for review and approval of eligible expenses.

C) Payment. Recipients are paid allocated funds subject to the following conditions:

- 1 **BBC GOB Program Administration.** Not more than one percent (1%) of the value of each Funding Allocation award may be earmarked for all costs incidental to the administration of the BBC GOB Program.
- 2 **Timing.** With the exception of eligible Pre-Agreement Expenses, Project costs eligible for reimbursement shall be incurred between the effective date of, and the Project completion date identified in, the Grant Agreement or the Interlocal Agreement, as the case may be.
- 3) **Soft Cost Limits.** Project Soft Costs for Planning Services, Design Services and Project Administration, as defined in Article 1 Section 4, "Soft Costs", are eligible for funding provided that bond proceeds utilized to pay for such costs do not exceed seventeen percent (17%) of the total bond proceeds allocated to a given Project. This limitation may be waived by the Board. Where a major Project is funded in phases, this cost limit may not necessarily apply to each individual Project phase, but must apply to the Funding Allocation for the Project.

In order for GOB project to effectively comply with the Sustainable Building Ordinance (Ordinance 07-65), the amount eligible for reimbursement for project soft costs will be increased from 17% to 20% to accommodate both the costs of green building design, commissioning and pre-certification services in accordance with the Sustainable Buildings Ordinance and Implementing Order 8-8. For those projects where it is not practical to attain

certification, design services can be employed to implement design interventions that on the average will result in an estimated payback of up to 10 years. Typical categories of payback include, but are not limited to, energy efficiency, water efficiency, productivity and operations, and maintenance.

- 4) Recipients will implement their own procurement process; however, they shall comply with all applicable Federal, State and local laws and regulations, including the County ordinances and regulations.
- 5) Recipients are responsible for managing the day-to-day operations of Funding Cycle Allocation supported activities, and maintaining communications with the County Mayor or the County Mayor's designee regarding the Project. Recipients must monitor Funding Cycle Allocation supported activities to assure compliance with the Ordinance, these rules, the Grant Agreement or Interlocal Agreement, as the case may be, and all applicable Federal, State and local requirements.
- 6) Payments to the Recipient may be withheld at any time that the Recipient fails to comply with the terms of the Grant Agreement or the Interlocal Agreement, as the case may be. Funds withheld for failure to comply with the terms of the Grant Agreement or the Interlocal Agreement, as the case may be, but without suspension of the Funding Cycle Allocation shall be released to the Recipient upon subsequent compliance. Recipients will not be required to reimburse the County for payments already received by the County unless the Recipient fails to acquire, purchase, construct, develop and/or operate the Project for the purpose described in the Funding Application Package or is otherwise in default under the Grant Agreement or Interlocal Agreement.
- 7) Recipient's must complete the authorized signature form (Exhibit A).
- 8) a. In general, payment shall be made on a reimbursement basis. A Funding Cycle Allocation Recipient may submit a Request for Advance Payment form (Exhibit B) for review and approval by the County Mayor or the County Mayor's designee. Approved Recipients may receive an advance payment no more that 180 days in advance of the allocation schedule approved by the Board, for up to 25% of the value of the Funding Allocation for the subject Project.

b. However, in accordance with the guidelines reflected below, the County Mayor or the County Mayor's designee may, on a case-by-case basis and at his sole discretion, consider advance payment of up to 90% of a Municipality's Funding Allocation for a specific project. Upon the decision by the County Mayor or the County Mayor's designee that a request for advance payment of up to 90% of a Municipality's Funding Allocation for a specific Project will be considered, the guidelines below will be applied consistently and in their entirety.

Conditions under which a Municipality may receive up to 90% of its Funding Allocation for a subject Project:

- A Municipality must not owe money to the County and the County must not have any outstanding claims against the Municipality;
- Project activity to date is proceeding on-schedule;
- Construction schedules are being updated on a monthly basis and all required

documentation has been submitted to Miami-Dade's Office of Capital Improvements (OCI);

- The Municipality must have contract(s) in place to complete the Project and no outstanding claims or disputes can exist between the Municipality and their contractors on the Project; and
- Municipality payments to contractors, subcontractors and suppliers are being made timely.

Field Evaluations will be conducted on a case-by-case basis by Miami-Dade's Office of Capital Improvements (OCI) and will include items such as:

- Field audit determination that the Project is on-schedule including physical construction; and
- Follow-up field audit inspections will be performed by OCI to ensure Project completion:

OCI will submit a written recommendation to the County Mayor or County Mayor's designee to approve any disbursement under these provisions. The Municipalities will be required to execute a supplemental agreement acknowledging these terms.

Safeguards/Corrective Actions to be implemented by the County in case of non-compliance by a Municipality with the BBC-GOB Program Administrative Rules or if satisfactory progress is not being maintained will include:

- Funding for municipal or other GOB-funded Project projects to be performed by the subject Municipality will be withheld;
- The County will ask to be reimbursed the amount given to the Municipality as part of the Grant Agreement and/or withheld funds due to the Municipality from other County funding sources such as PTP; and
- If the Municipality refuses to reimburse the County the amount due under the Grant Agreement, the County may employ all available means to recover the subject funds up to and including litigation.

The aforementioned safeguards will be implemented by the County in Cases of non-compliance. All conditions shall be a part of all Interlocal Agreements with a Municipality. All existing Interlocal Agreements will be amended to include the provisions referenced above and all new Interlocal Agreements will likewise include these provisions.

Any disbursement of funds under these provisions will be reported to the Board.

c. All advance payments received by a Recipient shall be maintained in a separate interest bearing account and may not be commingled with other funds. All advances and interest earned must be fully accounted for. The Recipient shall submit evidence of interest earned to the County with any subsequent reimbursement request. The amount of interest earned shall be deducted from such subsequent payment to the Recipient. If at any time the amount of interest earned is greater than the reimbursement request the Recipient shall submit payment to the county an amount equal to the interest earned less the reimbursement request. Upon the County's receipt of the payment and any required supporting documentation from the Recipient, the reimbursement request may be paid. Checks must be

made payable to Miami-Dade County Board of County Commissioners and forwarded to the County Executive Office.

- 9) Recipients must submit reimbursement/payment requests no later than quarterly. If a Recipient is unable to submit a reimbursement/payment request by the quarterly deadline, a written justification indicating the reason for the delay and expected submission date is required to be submitted by the deadline. Failure to comply with this requirement shall render the Recipient in non-compliance with the Administrative Rules and may result in reduction or forfeiture of payment, at the discretion of the County Mayor or the County Mayor's designee. Failure to submit two consecutive requests shall be deemed a forfeiture of all rights unless specifically waived by the County Mayor or the County Mayor's designee. The Recipient must submit a written explanation for such delays in order to be considered for a waiver of this requirement and all such waivers shall be made at the sole discretion of the County Mayor or the County Mayor's designee.
- 10) Recipients shall complete, sign, and submit to the County the appropriate Reimbursement Request forms as necessary (Exhibits D through H) accompanied by supporting documentation (i.e., copies of invoices, receipts and check payments).
- 11) Reimbursement requests for Fixtures, Furniture & Equipment items must be included and approved in the Grant Agreement or the Interlocal Agreement, as the case may be, prior to acquisition. Written requests for Fixtures, Furniture & Equipment approval must be accompanied by Exhibit H.
- 12) In accordance with State law, five percent (5%) of the value of the BBC GOB Program for a given Project shall be retained by the County for all projects in excess of \$100,000, unless otherwise recommended in writing by staff and approved by the Board. Upon completion of a Project, a signed project completion certificate (Exhibit I) must be submitted with the final reimbursement request forms in order for the remaining retainage to be released.
- 13) The County Mayor or the County Mayor's designee may require that reimbursement requests for any Funding Allocations requiring a cash match must be accompanied by documentation of the expenditure of committed match funds (i.e., copies of invoices, canceled checks, etc.).
- 14) Each Recipient will ensure that all contractors and consultants perform in accordance with the terms, conditions, drawings and specifications of their contracts or purchase orders and that all Federal, State and local contracting rules apply.
- 15) Each Recipient shall maintain an accounting system, which meets generally accepted accounting principles, and shall maintain all required financial records to properly account for all Building Better Communities General Obligation Bond funds and any supplemental funds used for the Project. The Recipient shall at all times maintain a separate accounting of all Building Better Communities General Obligation Bond funds.
- 16) Each Recipient shall be responsible for reporting, on a continuous, on-going basis, any contractual relationship established to perform work on the project, start dates, progress payments, completion dates, etc. in the system provided by the County.

- 17) The Recipient shall be responsible for completing the Project. If the total cost of the Project exceeds the value of the Funding Allocation, then the Recipient must provide any supplemental funds required. In the event that supplemental funds are necessary for completion of a Project, as of the point in time that it is known that supplemental funds are needed, the Recipient must demonstrate that such supplemental funds have been committed to the Project prior to and as a condition of disbursement or further disbursement of Funding Cycle Allocations. The requirement for a Recipient to provide supplemental funds may be modified, in part or whole, by the Board, to the extent that it approves in writing any reduction or change to the Project scope of work in accordance with the Ordinance. Approval of any reduction or change in scope of work is at the sole discretion of the Board.

D) Acquisition Projects. Guidelines and requirements for administering Acquisition Project Funding Allocations are as follows:

- 1 Appraisal Required. Prior to acquisition of a Project site, a Recipient must obtain an appraisal or appraisals supporting the fair market value of the land to be acquired. Pursuant to State law, if the property is \$500,000 or less in appraised value, one appraisal is required. If the property exceeds \$500,000 in appraised value, two appraisals are required.
- 2 Amount Authorized for Payment. The amount of Funding Cycle Allocation authorized for payment for land acquisition shall in no case exceed the Funding Allocation available for the Project. In the event that the negotiated acquisition price exceeds by ten percent or greater the appraised value of the land, the disbursement of Funding Allocation shall be conditioned upon a written justification for the purchase price and other conditions attendant to the proposed purchase, which justification is declared satisfactory by the Board in writing. Appraisal costs are eligible Funding Allocation costs as long as the appraised property is being realistically and seriously considered for Acquisition, regardless of the outcome.
- 3 Environmental Survey. The Recipient may not acquire land for a BBC GOB Program funded Project until a Phase I environmental survey is completed, which demonstrates that the property is suitable for its intended general use and for the specific Project. GOB funds may be used for the necessary clean-up a Phase II environmental survey may require provided the scope of the Project is not impacted. Changes to the scope of the Project require BCC approval.
- 4 Signage. For six months following an Acquisition, the County shall post a sign, in the general design provided by the County, containing the Building Better Communities General Obligation Bond logo, identifying the source of Project funding. The cost of such a sign is eligible for payment from the Funding Allocation.
- 5) Ownership. Title to land acquired with BBC GOB Program funds or facilities constructed/developed with Building Better Communities General Obligation Bond funds shall vest with a Public Agency, a legally incorporated 501(c)(3) not-for-profit Community-Based Organization, or an active and duly registered Florida for-profit corporation or other recognized business entity.

E) Development Projects. Guidelines and requirements for administering Development Project Funding Allocations are as follows:

1) Licensed Contractors; Contractor Bonds. Duly licensed contractors shall perform all construction. Construction contracts for work in excess of the threshold amounts established in Section 255.20 of the Florida Statutes shall require payment and performance bonds, which comply with the requirements of Section 255.05, Florida Statutes, to the extent applicable.

2) Cost Elements.

- a) Construction Equipment. Recipients are required to use their own equipment, if available. If a Recipient's equipment is used, the maximum Funding Allocation payment shall cover operating and routine maintenance costs of such equipment; the Funding Allocation excludes any depreciation or replacement cost from payment. If a Recipient's equipment is used, a report or source document must describe the work performed, indicate the hours used and be related to the Project. If a Recipient does not have needed construction equipment available, then the Recipient may rent such equipment.
- b) Construction Supplies and Materials. Supplies and materials may be purchased for a specific Project or may be drawn from a central stock, providing they are claimed at a cost no higher than that which the Recipient paid. When supplies and/or materials are purchased with the intention of constructing a piece of equipment, structure or part of a structure, the costs that are charged as supplies and materials may be capitalized according to the Recipient's normal practice or policy. If capitalized, only the cost reasonably attributable to the Project may be claimed under the Project.
- c) Personnel or Employee Services. Services of the Recipient's employees who perform work directly related to the accomplishment of the Project are eligible costs payable from the Funding Allocation. These costs must be computed according to the Recipient's prevailing wage or salary scales and may include fringe benefit costs, such as vacations, sick leave, FICA, MICA, health and life insurance, and workers compensation at the Recipient's established fringe benefit rate. Costs charged to the Project must be computed on the basis of actual time spent on the Project, and supported by time and attendance records describing the work performed on the Project. Overtime costs may be allowed under the Recipient's established policy, provided that the regular work time was devoted to the same Project. Salaries and wages claimed for employees working on allocation-funded Projects must not exceed the Recipient's established rates for similar positions or rates per industry standards. Alternative methodologies for established wage rates must be pre-approved by the Board.
- d) Consultant Services. The costs of consultant services necessary for the Project are eligible for payment from the Funding Allocation. The Recipient must pay consultants according to the Recipient's customary or established method and rate. No consultant fee may be paid to the Recipient's own employees.

3) Cost Activities.

- a) Construction activities. The cost of all necessary construction activities, from site preparation (including demolition, survey, excavation and other site work) to the completion of a structure is eligible for payment from the Funding Allocation.

- b) Fixtures, Furniture and Equipment. Except for Projects funded by the Economic Development Fund, the cost of Fixtures, Furniture and Equipment necessary to operate the facility are eligible for payment from the Funding Allocation if approved in the Grant Agreement or the Interlocal Agreement, as the case may be, and a detailed list of eligible items is submitted in writing and approved by the County Mayor or the County Mayor's designee prior to its purchase (See Article III, Section 1 (c)). Costs for consumable goods shall not be considered eligible for payment from the Funding Allocation. Also, refer to Article I, Section 4 for a detailed definition of Fixtures, Furniture and Equipment.
- c) Interpretive Signs and Aids. The cost of signs, display boards or other interpretive aids relating to the Project are eligible for payment from the Funding Allocation.
- d) Signage. During the time period of Development, the County shall post a sign in a prominent location at the Project site in the general design provided by the County depicting the Building Better Communities General Obligation Bond logo and identifying the source of funding for the Project. The cost of such a sign is eligible for payment from the Funding Allocation.

Recipients are encouraged to use value-engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions.

4) The following is a nonexclusive list of costs ineligible for payment from the Funding Allocation:

- a) Funding Application costs.
- b) Ceremonial expenses.
- c) Expenses for publicity.
- d) Bonus payments unless specifically authorized by the Board.
- e) Charges in excess of the lowest responsive and responsible bid or proposal in accordance with the governing rules and procedures of the Recipient, when the law requires the Recipient to utilize competitive selection. In the event a selection process is used, other than a low bid process any cost in excess of the cost of the highest ranked firm shall be considered ineligible.
- f) Charges for deficits or overdrafts.
- g) Charges incurred contrary to the policies and practices of the Recipient.
- h) Interest expense (May be reimbursed at the discretion of the Board if incurred during the construction period and is attributable only to the construction period).
- i) Litigation expenses or judgments.
- j) The cost of services, material or equipment obtained under any other program.

k) Costs of discounts not taken.

l) The cost of purchasing a non-refundable option when acquiring land.

F) Budget Changes.

- 1) Recipients shall adjust their Project budgets to reflect actual costs and updated cost estimates and shall submit adjusted Project budgets to the County Mayor or the County Mayor's designee as soon as the recipient is aware of a material budget change.
- 2) Budget adjustments may not exceed the 17% Soft Cost limitation for design, planning, and program administration, with the exception of those projects meeting the Sustainable Building Ordinance, nor exceed the Project Funding Allocation without approval of the Board.
- 3) Recipients shall obtain the prior written approval of the Board whenever budget adjustments are anticipated as outlined in a, b, and c below. The request must be in the same budget format the Recipient used in the Grant Agreement or Interlocal Agreement, as the case may be, and shall be accompanied by a narrative justification for the proposed revision. Such request for adjustment shall, if approved, amend the Grant Agreement or Interlocal Agreement, as the case may be. Requests for budget changes shall be considered whenever any of the following adjustments are required:
 - a) For any Project involving both Acquisition and Development activities, any proposed budget transfers from Development to Acquisition.
 - b) Any proposed reduction or revision of the scope or objectives of the Project (regardless of whether there is an associated budget adjustment) that substantially changes the original intent of a project.
 - c) Any change that would increase Soft Costs for planning, design, and project administration which exceeds the limit specified in Article III, Section 3 (c)(1).

In the event that a Recipient has completed the approved scope of work for a Project and has unexpended funds, the Recipient may submit a request to the County Executive Office to expend these funds in an existing or new budget line item for the Project. The County Mayor or the County Mayor's designee is authorized to approve such budget changes and expenses not to exceed 15% of the total budget.

G) Cost Overruns. The Recipient shall fund all cost overruns. During the execution of work on a Project, the Recipient may find that actual Project costs exceed the approved budget. For cost overruns that will require additional funding for the Project, or otherwise require a budget adjustment for which prior Board approval is required pursuant to paragraph E above, the Recipient shall:

- 1) Provide a justification for the additional costs;
- 2) Identify available funds for the completion of the Project; and, if necessary

- 3) Request from the Board a change or revision in the Project scope consistent with the terms of the Ordinance and the Authorizing Resolutions.

The Board, at its discretion, may authorize in writing a change or revision in the scope of the Project: (i) where change or revision of the scope is consistent with the Ordinance; and (ii) where the change or revision is justified by the Recipient; and (iii) where the Recipient does not have sufficient funds to complete the Project with the available funds. Under those circumstances, the Board, in its sole discretion, may identify other funds available under the Ordinance for the Project.

SECTION 2. COMPLIANCE RESPONSIBILITIES

The following constitute general requirements for program compliance:

- A) An annual independent audit of the Building Better Communities General Obligation Bond funds must be submitted by all Recipients to the County Executive Office no later than six months after the close of the Recipient's fiscal year for which a Funding Allocation was received and each year thereafter until Project completion. The audit report must include the Fund Summary Status Report, Exhibit J. The audit must be performed by certified independent auditors and include the following:
 - 1) Test for compliance with the Grant Agreement or Interlocal Agreement, as the case may be, Miami-Dade County Ordinance No. 05-47, applicable resolutions and the Building Better Communities General Obligation Bond Administrative Rules.
 - 2) Test to verify compliance with advance requirements.
 - 3) Sufficient tests, as determined by the independent auditor to verify true and accurate reflection of Project expenditures.
 - 4) Tests to verify expenditure of required match dollars.
 - 5) Verification of the Fund Summary Status Report.
- B) Land and facilities acquired, developed, improved or rehabilitated by Funding Allocation shall be dedicated and maintained in perpetuity for the use and benefit of the general public except where leases are in effect. Any land, facilities, or equipment acquired with Building Better Communities General Obligation Bond funds may not be sold or transferred without the written consent of the County and may require an equitable reimbursement of bond funding based on residual value. All projects shall be open to the public at reasonable times and shall be managed in a safe and attractive manner appropriate for public use.
- C) Funding Allocation for the purposes of development, improvement, rehabilitation or restoration shall be expended for these purposes only on lands owned by a Recipient or on lands for which the Recipient holds a lease or other use agreement. Such lease or other use agreement must be for an unexpired minimum term of 25 years. The Funding Allocation Recipient may demonstrate the eligibility of the Project to the reasonable satisfaction of the Board, through a joint ownership, use, franchise or other agreement, evidencing that the lands and/or the Project will be utilized for the public benefit, consistent with the terms of the Ordinance, for a term of at least 25 years in duration. The lease must not be revocable at will.

- D) Recipient shall maintain all financial and programmatic records, supporting documents and other records pertinent to the Funding Allocation for a period of three years from the starting date defined below. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three year period, whichever is later. When Funding Allocation support is continued or renewed at annual or other intervals, the retention period for the records of each funding period starts on the day the Recipient submits to the County its single or last expenditure report for that period. In all other cases, the retention period starts on the day the Recipient submits its final expenditure report.
- E) The Board and the County, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers or other records of the Recipient in order to make audits, examinations, excerpts and transcripts.

Office of the Miami-Dade County Inspector General (IG) (MDC Code Section 2-1076) shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions. The IG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to the Recipient from IG, the Recipient shall make all requested records and documents available to the IG for inspection and copying. The IG shall have the power to report and/or recommend to the Board whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The IG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

The IG may, on a random basis, perform audits on all County contracts throughout the duration of said contract (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Recipient under the Grant Agreement will be assessed one quarter of one percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated in the Code or the Grant Agreement, the Project is federally or state funded and federal or state law or regulations preclude such a charge. The Recipient shall in stating its agreed prices be mindful of this assessment.

The IG shall have the power to retain and coordinate the services of an independent private sector inspector general (IPSIG) who may be engaged to perform said random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the contractor, its officers, agents and employees, lobbyists, County staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud.

- F) If a Recipient materially fails to comply with any term of an award, the Board or the County Mayor or the County Mayor's designee may take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Recipient;
 - 2) Disallow all or part of the cost of the activity or action not in compliance;
 - 3) Wholly or partly suspend or terminate the current award for the Recipient's Project;
 - 4) Withhold further Funding Allocation awards from the Recipient; or
 - 5) Take other remedies that may be legally available.
- G) Any of the enforcement actions listed in paragraph F above, taken by the County Mayor or the County Mayor's designee, which are contested and unresolved between the Recipient and the County within thirty days of such action, will result in the Board providing the Recipient with an opportunity to be heard on the issue. Said hearing will occur within sixty days of the Board receiving the Recipient's written request. Staff will recommend appropriate action to the Board.
- H) Costs to Recipient resulting from obligations incurred by the Recipient during a suspension or after termination of an award are not eligible for reimbursement unless the County Manager expressly authorizes them in the notice of suspension or termination or subsequently authorizes reimbursement in writing. Other costs incurred by the Recipient during suspension or after termination which are necessary and not reasonably avoidable are eligible for reimbursement if:
- 1) The costs result from obligations which were properly incurred by the Recipient before the effective date of suspension or termination, were not in anticipation of it, and in the case of a termination, are non-cancelable; and
 - 2) The costs would be eligible for reimbursement if the award was not suspended or if the award expired normally at the end of the funding period in which the termination takes effect.
- I) Inspections. Staff of the Board or the County, or both, shall periodically inspect each Project to ensure compliance with these rules, the Ordinance, and the Grant Agreement or Interlocal Agreement, as the case may be. Staff shall perform an inspection of the Project site to ensure compliance prior to release of the final Funding Allocation payment.

SECTION 3. REPORTS

Recipients are required to submit the Project Status Report no later than monthly (Exhibit E), in the format stipulated by the County Mayor or the County Mayor's designee. Additional reports that shall be due upon request of the County Mayor or the County Mayor's designee may include, but are not limited to:

- A) Actual accomplishments of each Funding Cycle Allocation;
- B) Problems encountered in implementation of each Funding Cycle Allocation; and
- C) Anticipated start and/or completion dates of each Funding Cycle Allocation.

Recipient may be required to meet with the Board to discuss the Project.

SECTION 4. PROJECT CLOSE-OUT

- A) A Recipient has up to forty-five (45) days after the expiration or termination of the Funding Allocation to submit all final documentation including final reimbursement requests and Project completion certificates.
- B) The close-out of a Funding Allocation does not affect:
- 1) The County's right to disallow costs and recover funds on the basis of a later audit or review;
 - 2) The Recipient's obligation to return any funds due as a result of later refunds, corrections or other transactions;
 - 3) Records retention responsibilities set forth above;
 - 4) Continuing responsibilities set forth in the Ordinance, the Grant Agreement or Interlocal Agreement, as the case may be, and these rules; and
 - 5) Audit rights set forth in these rules.
- C) Any amounts paid to Recipient in excess of the amount to which the Recipient is finally determined to be entitled under the terms of the Grant Agreement or Interlocal Agreement, as the case may be, constitute a debt to the County. If not paid within a reasonable period after demand, the County may reduce the debt by:
- 1) Making an administrative offset against other requests for reimbursement;
 - 2) Withholding payments otherwise due to the Recipient; or
 - 3) Taking other action provided by law.

Any overdue debt of the Recipient shall accrue interest at the maximum rate allowed by law.

SECTION 5. INTERPRETATION; ADMINISTRATION

These administrative rules have been promulgated under the Ordinance. In the event of a conflict between these rules and the provisions of the Ordinance, the Ordinance shall prevail.

The County Mayor or the County Mayor's designee shall be authorized to interpret the provisions of these administrative rules and their interpretation of any matters governed hereby shall be final and may only be overturned by a majority vote of the Board. The County Mayor or the County Mayor's designee shall submit recommendations amending these administrative rules to the Board, which may approve or reject such recommendations by majority vote.

The County Mayor or the County Mayor's designee shall be authorized and required to administer the Building Better Communities General Obligation Bond Program consistent with the Ordinance and these administrative rules.