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June 9, 2015

Via FedEx

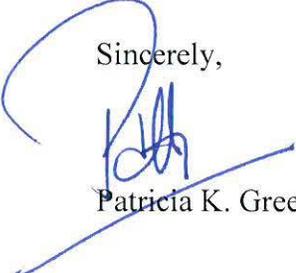
Mr. Tony Del Pozzo
Related Urban
444 Brickell Avenue
Suite 301
Miami, Florida 33131

Re: Smathers Plaza

Dear Tony:

Enclosed for your file is a fully-executed copy of the Master Development Agreement between Miami-Dade County and RUDG, LLC for Smathers Plaza. Should you have any questions, please call me.

Sincerely,



Patricia K. Green

PKG/zs
Enclosure

MASTER DEVELOPMENT AGREEMENT

BETWEEN

MIAMI-DADE COUNTY

AND

RUDG, LLC

SMATHERS PLAZA

Table of Contents

1.	Definitions.....	44
2.	Nature of Agreement.....	66
3.	Development Feasibility and Structure.....	66
	(a) Request for Proposals and Developer’s Response.....	6
	(b) Development Overview	6
	(c) Ownership Entities for Rental Phase and Selection of Investor.....	8
4.	Development Responsibilities.....	88
	(a) Developer Responsibilities	88
	(b) County’s Responsibilities	1717
	(c) Unit Management Software.....	1818
5.	Fees.....	1818
	(a) Developer Fee.....	1818
	(b) Ground Lease and other Payments.. ..	1818
6.	Payment Provisions For County Funds (if applicable).....	1919
7.	Property Management Responsibilities.....	2020
	(a) Designation of Property Manager.....	2020
	(b) Admissions Policies.....	2121
	(c) Property Management Fee.....	2121
	(d) Sub-Management Agreement.....	2121
8.	Termination.....	2121
	(a) Termination for Convenience.....	2121
	(b) Termination for Cause.. ..	2222
	(c) Fraud, Misrepresentation or Material Misstatement.....	2323
	(d) Debarment.....	2323
	(e) Remedies.....	2323
	(f) Developer Shall Deliver Work Product in Event of Termination.....	2323
	(g) Automatic Termination.....	2424
9.	Event of Default.....	2424
10.	Notice of Default – Opportunity to Cure	2626
11.	Remedies in the Event of Default.....	2626
12.	Lien Waivers.....	2626
13.	Indemnification	2727
	(a) Developer Indemnity.....	2727
	(b) County Responsibility.....	2727
14.	Insurance	2828
15.	Agreement Security	2929
16.	Compliance with Public Housing Requirements.....	3131
	(a) Treatment of HUD Funds.. ..	3131
	(b) Development Obligations.. ..	3131
	(c) Reporting Requirements.....	3131
	(d) Compliance with Laws and other Requirements.....	3232
17.	Warranties.....	3232
	(a) Developer’s Warranties.....	3232
	(b) County’s Warranties.....	3232
18.	Term.....	3333

19.	County’s Sovereignty.....	<u>3333</u>
20.	Option and Right of First Refusal.....	<u>3333</u>
21.	No Liability for Exercise of Police Power.....	<u>3333</u>
22.	Vendor Registration and Forms/Conflict of Interest.....	<u>3434</u>
	(a) Vendor Registration.....	<u>3434</u>
	(b) Conflict of Interest.....	<u>36</u>
23.	Interest of Members of Congress.....	<u>3838</u>
24.	Interest of Members, Officers, or Employees and Former Members, Officers, or Employees.....	<u>3838</u>
25.	Upon Written Notice to the Developer from the Inspector General or IPSIG Retained by the Inspector Employee of the County.....	<u>3838</u>
26.	Inspector General Reviews.....	<u>3838</u>
	(a) Miami-Dade County Inspector General Review.....	<u>39</u>
27.	Florida Public Records Act.....	<u>3939</u>
28.	Notices.....	<u>4040</u>
29.	Further Assurances.....	<u>4141</u>
30.	Assignment.....	<u>4141</u>
31.	Counterparts.....	<u>4141</u>
32.	Interpretation and Governing Law.....	<u>4141</u>
33.	Severability.....	<u>4141</u>
34.	Parties Bound.....	<u>4141</u>
35.	Final Agreement.....	<u>4141</u>
36.	Modification of Agreement.....	<u>4242</u>
37.	Waivers.....	<u>4242</u>
38.	Successors.....	<u>4242</u>
39.	Certain Approvals and Reasonableness Standard.....	<u>4242</u>
40.	Headings.....	<u>4242</u>
41.	Construction.....	<u>4242</u>
	Exhibit A Site Plan.....	<u>45</u>
	Exhibit A-1 Scope of Work.....	<u>46</u>
	Exhibit B Development Budget/pro-forma.....	<u>48</u>
	Exhibit C Development Completion Schedule.....	<u>54</u>
	Exhibit D Unit Mix.....	<u>55</u>
	Exhibit E Subcontractor/Supplier Listing Form.....	<u>56</u>
	Exhibit F Applicable HUD General Conditions for Construction Contracts.....	<u>57</u>
	Exhibit G Vacancy Preparation Work.....	<u>74</u>
	Exhibit H Summary of Key Development Team Members.....	<u>75</u>
	Exhibit I UFAS Certification Form & HUD UFAS Accessibility Checklist.....	<u>79</u>
	Exhibit J HUD regulation 24 CFR 135 (Section 3).....	<u>133</u>

MASTER DEVELOPMENT AGREEMENT

RUDG, LLC (“**Developer**”) and MIAMI-DADE COUNTY, a political subdivision of the State of Florida and a “public housing agency” as defined in the United States Housing Act of 1937, as amended (the “**County**” or “PHCD”), hereby enter into this Master Development Agreement (this “**Agreement**”), effective as of _____, to memorialize certain business terms, conditions and agreements regarding future rehabilitation and redevelopment of Smathers Plaza, in Miami Dade County, Florida (collective referred to as the “**Development**”).

1. Definitions.

- (a) “ACC units” shall mean public housing units.
- (b) “Act” shall have the meaning set forth in Section 4(b)(v).
- (c) “Agreement” shall mean this Master Development Agreement.
- (d) “County” shall mean Miami-Dade County.
- (e) “County Store” shall mean a Miami Dade County retail outlet open to the public and operated by Internal Services Division. The County Store is located at 980 West 84 Street, Hialeah, Florida
- (f) “Default Notice” shall have the meaning set forth in Section 10.
- (g) “Developer” shall mean RUDG, LLC.
- (h) “Development” shall mean the rehabilitation and/or redevelopment of Smathers Plaza, as further described in Section 3.
- (i) “Development Budget” shall have the meaning set forth in Section 3(b).
- (j) “Development Schedule” shall have the meaning set forth in Section 3(b).
- (k) “Effective Termination Date” shall have the meaning set forth in Section 8(e)(i).
- (l) “Existing Residents” shall mean those residents currently residing at the Development.
- (m) “FHFC” shall have the meaning set forth in Section 3(b).
- (n) “Financial Closing” shall mean closing on construction financing for a particular phase.
- (o) “First Tier Subcontractor” shall mean a subcontractor holding a subcontract

with a prime contractor. The Prime contractor is the Chief contractor who has a contract with the Owner Entity, and has the full responsibility for its completion.

- (p) “Force Majeure Event” shall have the meaning set forth in Section 9(c).
- (q) “HUD” shall mean United States Department of Housing and Urban Development.
- (r) “HUD Safe Harbor Standards” shall have the meaning set forth in Section 5(a).
- (s) “IPSIG” shall have the meaning set forth in Section 26.
- (t) “LIHTC” shall have the meaning set forth in Section 3(b).
- (u) “Management Agent” shall have the meaning set forth in Section 7(a).
- (v) “Management Agreement” shall have the meaning set forth in Section 7(a).
- (w) “Material Changes” shall have the meaning set forth in Section 3(b).
- (x) “Owner Entity” shall have the meaning set forth in Section 3(c).
- (y) “PHA-Assisted Units” shall have the meaning set forth in Section 3(b).
- (z) “Partner” shall have the meaning set forth in Section 3(a).
- (aa) “PHCD” shall mean Miami Dade County Department of Public Housing and Community Development.
- (bb) “Project Stabilization” shall have the meaning set forth in Section 3(c).
- (cc) “Proper Invoice” shall have the meaning set forth in Section 6.
- (dd) “RFP” shall have the meaning set forth in Section 3.
- (ee) “Relocation Plan” shall have the meaning set forth in Section 4(a)(ix)(4).
- (ff) “Section 42” shall have the meaning set forth in Section 3(b).
- (gg) “Site Plan” shall mean the portion of the Smathers Plaza site referred to herein as Phase Two, as described at Section 3(b) herein, and as shown in Exhibit A.
- (hh) “Sub Management Agreement” shall have the meaning set forth in Section 7(d)
- (ii) “Termination for Cause” shall have the meaning set forth in Section 8(b).

- (hh) “UFAS” shall mean Uniform Federal Accessibility Standards.
- (ii) “VCA” shall mean Voluntary Compliance Agreement.

2. Nature of Agreement.

This Agreement sets forth the principal terms that have been agreed to by the parties concerning the Development (as defined below). It is anticipated that this Agreement will constitute the “Master Development Agreement” for the Development. The parties are executing this Agreement to establish the principal terms of the transaction in order to enable both parties to proceed with an understanding of their obligations and agreements with regard to the Development.

3. Development Feasibility and Structure.

- (a) Request for Proposals and Developer’s Response. On July 14, 2011, the County sought proposals under Request for Proposals No. 794 (the “**RFP**”) for the Development from qualified housing developers. Developer submitted a response to the RFP and County selected Developer’s proposal as the most qualified response to the RFP. The County hereby approves the designation of the Developer as the developer for the Development, and as the County’s “**Partner,**” as described in 24 C.F.R. § 905.108, for the mixed-finance development of public housing units (as well as those other activities described herein), subject to and in accordance with the terms and conditions provided herein. The County also approves the further assignment of development rights to other phase-specific development entities which are affiliated with Developer for each phase, and upon such assignment, Developer’s responsibilities hereunder will cease and be of no further effect, and such responsibilities will transfer to such other phase-specific entity.
- (b) Development Overview: The Parties hereby agree that the initial phase referred to herein as “Phase Two” of the Development shall be a mixed finance development, consisting of the construction of a new 133 unit residential development for seniors/elderly families. The project is comprised of a 6 story mid-rise (the “Phase Two Building”) that will be constructed on a vacant portion of the Development. The unit mix is made up of a mix of studio, one bedroom / one bathroom and two bedroom / one bathroom units. A total of eighty-two (82) of the 133 units shall be set aside as ‘public housing’, as that term is defined in the U.S. Housing Act of 1937 (the “**PHA-Assisted Units**”), and will be operated and maintained as qualified Low Income Housing Tax Credit (“**LIHTC**”) Units under Section 42 of the Internal Revenue Code of 1986 (“**Section 42**”), as amended, for a period of not less than the Tax Credit Compliance Period and any applicable extended use period (as such term is defined in Section 42 and required by the Florida Housing Finance Corporation (“**FHFC**”). The current Smathers Plaza public housing development consists of two separate buildings, one of which is an eighty-two (82) unit building, and upon construction completion of Phase

Two, the Developer and County will relocate the residents living in the existing 82-unit building to the Phase Two building.

The next phase of the Development (“Phase One”) will consist of the redevelopment and/or rehabilitation of the existing 100-unit public housing building and the existing 82-unit building, in one or more rental phases owned by an Owner Entity. A total of one hundred (100) PHA-Assisted units will be rehabilitated or constructed as part of Phase One, and the remaining 82-unit building will be LIHTC and/or workforce housing units.

Phase Three is subject to requisite zoning approvals and is contemplated to be new construction with a mix of PHA-Assisted Units and other units in a unit mix agreed to by the parties.

The scope of work is attached hereto for Phase Two at Exhibit A-1 (hereinafter referred to as the “**Scope of Work**”). A development budget is attached hereto as Exhibit B (hereinafter referred to as the “**Development Budget**”). A development schedule is attached hereto as Exhibit C (hereinafter referred to as the “**Development Schedule**”). A description of the unit types, sizes and targeted income levels (the “**Unit Mix**”) is attached as Exhibit D. A list of key development team members is attached as Exhibit H. As development proceeds, the parties mutually agree to supplement such exhibits with a more refined budget and other development information containing achievable sources, which budget shall be tied to a redevelopment and/or rehabilitation schedule and realistic timeframes for securing development sources. Developer will submit updates to the Redevelopment Plan which shall include the Scope of Work, the Development Schedule, the Development Budget and the Unit Mix for the County’s review and comment, and Developer shall be required to obtain County’s approval, such approval not to be unreasonably withheld, with respect to “**Material Changes**” and as changes become necessary. At a minimum, all the development updates shall be provided in six month intervals. After County provides County’s approval of Redevelopment Plan, any other changes, other than material changes, shall be deemed effective upon the Partner’s providing to the County notice of said change. Subject to the preceding sentence, the following shall be considered “**Material Changes**”:

- i. Changes to the Unit Mix;
- ii. An increase in the Development Budget by more than 10%; or
- iii. Changes to the Development Schedule that delay completion or lease-up by more than ninety (90) calendar days from the date of Financial Closing.

References to the Development in this Agreement shall generally refer to Phase Two. Nevertheless, Developer’s responses to the RFP contemplate the comprehensive revitalization of Smathers Plaza. The County and Developer

acknowledge and agree that all phases will require County and HUD approval of each phase of the project.

- (c) Ownership Entities for Rental Phase and Selection of Investor. The Developer has formed Smathers Phase Two, LLC (the “Owner Entity”) to own Phase Two of the Development. The Owner Entity will have a managing member that will be a limited liability company controlled by the Developer. The principal equity interest in the Owner Entity will be owned by a low income housing tax credit investor that is selected by the Developer in its sole discretion. A separate owner entity, Smathers Preservation Phase One, LLC, has been formed with respect to Phase One in order to carry out future rehabilitation and/or redevelopment activities.

The County agrees to take all reasonably necessary action to assist Developer in obtaining all requisite HUD approvals to utilize Developer’s affiliated general contractor. The Developer will form similarly structured owner entities for all subsequent phases.

In cases where the unit mix includes ACC units, as well as affordable and/or market rate units, the ACC units shall be considered “fixed” and not “floating,” and identified as such in the HUD PIC website.

Notwithstanding the foregoing set forth in Section 3 (a) through (i), this Agreement and the parties’ obligations hereunder are contingent upon the final approval of this Agreement by the Board, which shall be within the Board’s sole discretion. If the Board, in its sole discretion, does not approve of the Agreement, this Agreement shall be null and void.

4. Development Responsibilities.

- (a) Developer Responsibilities: As more specifically set forth herein, Developer shall be responsible for development services in connection with the new construction work and/or rehabilitation in Phase One and Phase Two (and Phase Three, if applicable). The Developer shall be responsible to manage and maintain the continued occupancy of any phase of the Development when such site is disposed of to the Developer (or earlier if agreed to by the parties), as well as carrying out all other work for which Developer is responsible, as such responsibilities are detailed in this Agreement. The actual services delivered shall include all development services reasonably required to complete the construction of the Development and, except as otherwise provided herein, to cause each Owner Entity to facilitate the construction of the Development, including, but not limited to:
- i. establishing phasing and timetables, structuring and securing financing and obtaining necessary city and county approvals, and hiring a general contractor or construction manager. Not less than twenty (20) calendar

days prior to submission of any funding applications, the Developer shall submit to County for approval a complete draft Development Plan including Scope of Work, Development Budget, Development Schedule and unit mix. The County shall approve each phase of the Development Plan

- ii. providing financing to the project and identifying and securing additional financing as; completing funding applications for available local, state, and federal funding for demolition environmental remediation, New Construction, Community and Supportive Services, resident job training and apprenticeship programs, Section 3 requirements, etc.; as mutually agreed upon by the County and the Developer
- iii. providing all required third-party guarantees including investor and completion guarantees;
- iv. assisting in preparing the Mixed-Finance Proposal; assisting in preparing or coordinating all documents necessary for closing of the financing in accordance with, as applicable, public housing, mixed-finance requirements; collaborating with the County to finalize documents and assist in the preparation of the evidentiary submission to HUD; and scheduling the Financial Closing; provide a copy of all Financial Closing Documents to the County in searchable PDF format.
- v. entering into contracts or agreements, consistent with the terms of this Agreement, necessary or convenient for completion of the Development, which contracts or agreements may be assigned, as appropriate, by the Developer to the related Owner Entity at or prior to the financial closings. Awards shall be made to the bidder or offeror whose bid or offer is most advantageous to the Development, taking into consideration price, quality and other factors deemed by the Developer to be relevant; Developer shall make good faith efforts to contract with qualified bidders and offerors that are Small and Minority firms, Women's Business Enterprise, and Labor Surplus Area firms.(see Section 8 of Exhibit F) Developer shall not employ or contract with any third party contractor which has been debarred by HUD or the County and shall promptly terminate any contracts with any third party contractor that is subsequently debarred;
- vi. determining all necessary governmental approvals for such plans;
- vii. carrying out pre-construction and construction activities, including design, engineering, and rehabilitation of the Development, guaranteeing completion of same without Material Changes to the Development Budget or Schedule, and ensuring compliance with all applicable laws, rules and regulations;
- viii. carrying out property management of the Development (if applicable), as

agreed between the County and the Developer, including resident relocation (and securing site during entire relocation period) and subsequent re-occupancy of the Development, maintaining all applicable occupancy standards and maintaining all requisite reports, certifications and data in accordance with applicable VCA/UFAS unit reporting requirements; Developer shall assist the County with all reporting and coordination requirements including but not limited to, HUD-PIC coordination and submissions required for the project.

- ix. maintaining regular communication and attending monthly progress meetings with the County regarding its development activities; and
- x. establishing a detailed scope of work, in conjunction with the County, for the demolition, rehabilitation, and new construction work (as applicable) and submitting the same for County approval.
- xi. Design, Construction, Relocation, and Accessibility Requirements:
 - (1) Developer shall conduct value engineering reviews during design and construction document phases to minimize construction cost and maximize scope of work to be done with allocated funding. The County will have access to design drawings and may provide comments and requests to changes in design, finishes and all aspects of the design development process.
 - (2) The Developer will provide the County with all cost certifications and reports from the investor and lender and the County will have the opportunity to review and comment on such certifications and reports.
 - (3) The County will have the opportunity to approve all change orders that require the approval of the investor and the lender (i.e. in excess of those minimum thresholds per occurrence and in the aggregate that do not require the approval of the investor and lender), such approvals not to be unreasonably withheld or delayed.
 - (4) Developer shall meet or exceed federal accessibility requirements and other requirements as indicated herein. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794 and 24 C.F.R. Parts 8 and 9, prohibits discrimination against persons with disabilities in any program or activity receiving Federal Financial assistance. 24 C.F.R. § 40.4 established the Uniform Federal Accessibility Standards (UFAS) as the standard design, construction, or alteration of residential structures. UFAS became effective July 11, 1988. For new public housing construction and/or rehabilitation projects, the Developer shall provide at a minimum (unless more stringent requirements apply) not less than fifteen

percent (15%) of UFAS compliant units for mobility-impaired persons. An additional minimum of two percent (2%) is required for people with hearing or vision impairments. Not less than one unit each shall be provided for mobility-impaired and one unit for vision or hearing impaired if percentages indicate that less than one unit is required. UFAS compliance and certifications are required for all areas required by UFAS including interior and exterior of units, common areas, site and parking, etc. Developer shall retain an independent, experienced, and qualified third party consultant (UFAS consultant) to certify UFAS compliance in a certification form provided by the County. The UFAS consultant shall provide the HUD UFAS Accessibility Checklist along with its certification form, attached hereto as Exhibit I, to the County. The UFAS consultant shall not be the Architect of Record. The UFAS consultant shall have experience in providing UFAS certification including design reviews, construction reviews, and certifications. Additionally, the UFAS consultant shall provide to the Developer and copy the County review comments at fifty percent (50%) and one hundred percent (100%) of construction documents. Developer shall submit, through PHCD, its one hundred percent (100%) construction documents for UFAS units for review and approval by HUD. Any comments by HUD and/or PHCD and any other agencies having jurisdiction shall be incorporated in the construction documents. The UFAS consultant shall also conduct on-site inspections during construction at fifty percent (50%) and one hundred percent (100%) of construction completion to confirm UFAS compliance. The Developer, Architect of Record, UFAS consultant, and the Contractor shall attend HUD's site inspections that may be conducted during construction and / or at construction completion. The Developer shall facilitate site access for HUD's site inspections. HUD will provide comments to PHCD and the Developer. The Developer shall address all HUD comments to receive HUD approval. In the event Developer fails to comply with UFAS, as may be identified by the County, HUD or any other entity having jurisdiction, such noncompliance shall be deemed an Event of Default pursuant to Section 9 of this Agreement, and the Developer shall be provided an opportunity to cure said default, at the Developer's cost, as prescribed by Section 10 of this Agreement. On-going information concerning UFAS units and its occupants shall also be required by the County, which requirement shall survive this Agreement. Developer shall provide required UFAS – related information as reasonably required by the County. In addition, developers are highly encouraged to provide units that are easily “adaptable” to UFAS units. Developer shall assist with VCA/UFAS reports and any other reports or information required by County or HUD.

- (5) Davis-Bacon wage requirements: Davis-Bacon wages shall apply to all structures built or rehabilitated on PHCD owned or leased land regardless of whether these structures receive a federal subsidy or not. These structures may include but are not limited to public housing units, affordable units, market-rate units, commercial and/or office buildings, and/or any other structure built on site. Developer shall meet all applicable Davis-Bacon wage requirements and shall monitor and ensure Davis-Bacon wage compliance by general contractor(s), sub-contractors, sub – sub contractors, etc. (contractors), and shall ensure that all contracts and sub-contracts issued to any contractor on the project include Davis-Bacon requirements. Developers shall carefully review Davis-Bacon requirements with all contractors and sub-contractors on site on an on-going basis, shall appoint an experienced and qualified Davis-Bacon compliance officer to ensure compliance during the entire construction duration, and shall provide Davis-Bacon compliance reporting to County as it may require. Any costs incurred by the County due to Davis-Bacon noncompliance by the Developer and/or any of its contractors, shall be reimbursable to the County by the Developer.

Developer shall ensure that its contractors and their subcontractors are classifying workers properly whether for Davis-Bacon or Internal Revenue Code purposes and that they maintain proper documentation to support worker classification. In reviewing certified payrolls, PHCD will be alert to anomalies, and in such cases will consult with federal agencies such as the Internal Revenue Service, Department of Labor, and Department of Housing and Urban Development. Review of payroll records and/or similar documents by PHCD shall not relieve developers, contractors and subcontractors from ensuring Davis-Bacon Compliance and appropriate worker classification in accordance with all applicable requirements.

Failure to comply with Davis-Bacon wage rate or other federal required classification requirements will affect payments to Developer (refer to Section 6 Payment provisions).

- (6) For preservation/rehabilitation projects, maximize the storage capacity (kitchen cabinets, closets including linear feet of shelves, pantry, vanity, etc.) for existing units as to not reduce existing capacity, whenever possible.
- (7) Unit layout:

Developer shall ensure unit design layout allocates proper circulation space and sustains suitable linear wall allocation for proper functioning and furniture layout.

(8) Appliances:

If existing appliances (such as refrigerator, range, ovens, washers, dryers, water heaters, etc.) are to be removed and replaced with new appliances, the Developer shall bear the cost of removal and relocating/moving the existing appliances to an offsite centralized location to be determined by the County. Developer shall secure the site during any removal and/or replacement of appliances, equipment, furnishings, etc. This work shall be carefully coordinated between Developer and the County.

(9) Recycled and Salvaged items:

The Developer is responsible to collect and deliver to the County Store all items in a Development site that are to be recycled. Appliances or furnishings going to the County Store or back to the County for its use are “recycled” items.

Recycled items include but are not limited to equipment, telephones, televisions, vacuum cleaners, fax machines, copiers, tools, all types of appliances, all furniture, etc. as directed by the County. The Developer shall contact the County Store representative and follow the following process for items that are directed to be delivered to the County Store:

- a. Call County Store representative at 305-556-8106 at least a day in advance (preferably earlier) to notify them of the number of trucks and equipment/furnishings to be delivered, and provide them with an opportunity to prepare for the delivery. Deliveries of the equipment/furnishings by the Developer to the County Store (located at 980 West 84 Street, Hialeah, Florida) shall be scheduled between 7:30 and 10am only, since they have to attend to walk-in customers the rest of the day. They don't accept drop-offs on Fridays, weekends or legal holidays
- b. Developer shall complete all the information required on the attached Property Action Form. Please include the “Asset Tab # or Serial # of each equipment/furnishing, if available. If none can be found, indicate “N/A” in that column, and provide a detailed description of the equipment.
- c. The County Store will not accept delivery of any chemicals; therefore if any item has a gas tank or other type of chemical container attached, the chemical container needs to be

removed by the Developer prior to delivery.

- (10) The County has retained an Energy Performance Contractor (EPC) to conduct an energy audit on all public housing sites and provide recommendations to implement energy efficient systems, components, etc. The Developer shall coordinate its work with the EPC, attend meetings with EPC and the County as necessary, submit its drawings and specifications for EPC review and incorporate EPC comments received into the design documents, unless this requirement is waived by the County.

Energy Saving Measures to be incorporated in the scope of work include, but may not be limited to the following:

1. Low-flow shower heads and faucet aerators
2. Low-flow toilets
3. Front-loading washers
4. Vending machine controls to turn off when not being used
5. Convert to natural gas from electric; however, utilize electric instant water heaters for energy savings and efficient space requirements
6. Install lighting controls in "common areas"
7. Upgrade exterior area and apartment lighting to include energy-saving fixtures/lamps.
8. Provide Energy Management System for common areas utilizing VAV HVAC system.
9. Use cooling tower heat pump system

- (11) Energy Policy Act of 2005 , Sec. 179D

Developer shall work with the County to secure tax credits (if applicable, available and not detrimental to the project financing) payable to the County pursuant to Energy Policy Act of 2005, Section 179D, for energy retrofits applicable for public buildings where, the owner may allocate the deduction "only to the designer." The "designer" is defined as "an architect, engineer, contractor, environmental consultant or energy services provider who creates the technical specifications for a new building or an addition to an existing building that incorporates energy efficient commercial building property." The designer cannot claim the deduction without full signoff from the public building owner, the County.

- xii. On preservation/rehabilitation projects, Developers shall not reduce the size of existing units in any material respect to obtain more units within the same building envelope or change the unit designation (family, elderly, mixed-population, etc.) without a written request and written approval from

PHCD, provided that PHCD has provided Developer a written description of such unit designation.

- xiii. Developer shall forward the drawings for preservation/rehabilitation and/or new construction to PHCD as these are developed for review, comment and approval, such approval not to be unreasonably withheld, withdrawn, or deleted.
- xiv. Developer shall closely coordinate with PHCD and attend meetings with public housing residents as reasonably required to inform and receive input from residents on all aspects of the development plans. Developer shall give good faith consideration to incorporate input received from residents, in coordination with PHCD, as feasible and consistent with applicable codes, zoning, federal requirements, etc. PHCD will coordinate and schedule meetings with residents.
- xv. Developer shall submit a detailed relocation plan (“**Relocation Plan**”) for review and approval by PHCD, such approval will not be unreasonably withheld, withdrawn, or deleted. The Relocation Plan shall include appropriate notification and minimum disruption/convenience for residents, safety and provision of temporary housing as major considerations. Developer shall provide a “relocation coordinator” to plan, organize, implement and monitor all aspects of the Relocation Plan, closely coordinate all aspects required for relocation including phasing and duration, moving and storage of furnishings, transportation, meals, pets, mail, etc.
- xvi. Developer shall provide to PHCD as supporting documentation such as Notice to Proceed (NTP) to contractors/sub-contractor, and Certificates of Occupancy or Completion, as applicable.
- xvii. The Developer and its consultants shall carefully review all change orders, contingency adjustments and/or any other additional costs (herein change orders) to confirm that these are appropriate and to minimize said costs whenever possible. Such review shall include but not be limited to compliance with contract documents, the party requesting the change order, and the reason for such request (justification), hidden or unforeseen conditions, A/E error and/or omissions, critical path analysis for time extensions and other contract requirements.

When Change Orders involve time extensions, the Developer and its consultants shall also carefully review and confirm that these are appropriate and shall minimize wherever possible time extensions. Time extension reviews shall include an evaluation of the critical path analysis to confirm whether the time extension has impacted the Critical Path.

- xviii. Consultant Coordination - Developer shall carefully review and coordinate the work of its consultants to minimize architect/engineer errors and omissions, and minimize any change orders, including additional costs and time extensions on the project. The County shall not approve additional costs/fees for A/E errors and omissions or any other costs/fees related to conditions which could have reasonably been discovered or should have been discovered with appropriate due diligence by the developer and/or its consultants, contractors or other vendors.
- xix. The County may back-charge the Developer for any administrative costs it incurs for non-compliance by the Developer and/or its consultants, contractors or vendors. This includes, but is not limited to compliance with Davis-Bacon wages and Section 3 requirements.
- xx. Award Letters. Upon receipt of any funding award, Developer shall provide to the County all award letters including from Florida Housing Finance Corporation (FHFC) and commitment letters from financial institutions.
- xxi. HUD Disposition approval requirements - The approval requires that the disposition documents include a clause stipulating that if Developer fails to develop and operate the property as outlined in the disposition application for at least 40 years for the ACC units and 30 years for non-ACC units, the lease will terminate. The evidentiary documents are subject to the review and approval of the HUD Miami HUB (and Field Counsel) and should contain the following provisions:
 - (1) The property shall be maintained for the approved use (“Use Restrictions”) for a period of not less than 30 years (or a longer time as required by the HUD Public Housing Field Office) (“Use Period”) from the date the use first commences;
 - (2) Use Restrictions shall be in a first priority position against the property (e.g. prior to any financing documents or other encumbrances) during the Use Period;
 - (3) The approved acquiring entity (“Owner”) shall maintain ownership and operation of the property during the Use Period. The Owner shall not convey, sublease or transfer the Property without prior approval from PHCD and the Department at any point during the Use Period other than pursuant to customary transfer provisions;
 - (4) If the Owner fails to develop and use the property as outlined in the Department’s Approval Documents at any point during the Use Period, subject to applicable notice and cure periods the ground lease shall terminate and all interests in the property shall automatically be vested in PHCD.

- (5) If all property interests return to PHCD during the Use Period, PHCD shall immediately contact the Department to determine the future use of the Property and any necessary legal documentation (e.g. a Declaration of Trust) that must be recorded against the Property;
 - (6) PHCD is responsible for monitoring and enforcing the Use Restrictions during the Use Period.
- (b) County's Responsibilities. As more specifically described herein, County is responsible for the following activities related to the Development (such list is not intended to be exhaustive):
- i. Developing and submitting all necessary property disposition applications to HUD (provided that Developer shall have an opportunity to review and comment on the same prior to submission);
 - ii. Approving Owner Entity admissions and occupancy criteria and related property management documents such as the Public Housing lease and Community Policies, which approvals shall not be unreasonably withheld, delayed or conditioned;
 - iii. Reviewing, approving, and submitting the mixed finance proposal and evidentiaries to HUD;
 - iv. Providing all of the operating subsidy received from HUD relative to the PHA-Assisted Units on an annual basis and subject to any HUD pro-Ration or other HUD-generated subsidy adjustment (including those "add-ons," as described at 24 C.F.R. Part 990), except that the Developer shall pay to the County: (i) an amount equal to five percent (5%) of subsidy received if HUD proration is less than ninety-two percent (92%); (ii) an amount equal to six percent (6%) of subsidy received if HUD proration is between ninety-two percent (92%) and ninety-four and ⁹⁹/₁₀₀th percent (94.99%); or (iii) an amount equal to seven percent (7%) of subsidy received if HUD proration is ninety-five percent (95%) or above;
 - v. Providing the PHA-Assisted Units' share of those funds appropriated to the County under Section 9(d) of the United States Housing Act of 1937, as amended (the "Act") that are permitted to be utilized as operating subsidy in accordance with Section 9(g)(1) of the Act. The percent amount to be provided as operating subsidy indicated above shall be determined annually by (i) dividing the total amount of Capital Funds awarded to the County by the total number of public housing units in the County's portfolio; and (ii) multiplying the resulting per unit amount by twenty percent (20%).
 - vi. Coordinating with the residents, other stakeholders in the County and other stakeholders on Development-related issues; and

vii. Obtaining all necessary HUD approvals (including as related to disposition approvals, environmental approvals in accordance with 24 C.F.R. Part 50 or Part 58, mixed finance approvals), providing reports and maintaining communications with HUD. Notwithstanding the foregoing, the County will provide copies of all items to Developer prior to submission to HUD in order to permit the Developer to provide input and comment with respect to the same.

(c) Unit Management Software.

i. The Developer must use PHCD's current system of record, Emphays Elite, for the purposes of entering re-certification data, HUD PIC submissions, and reporting. The Developer will be responsible for any associated software license, support, and training costs. PHCD will make the application available to the Developer and will be responsible for the user account management and security. PHCD will not provide any e-mail or telecommunications services and will not provide any technical support related to the Developer's information technology infrastructure, including but not limited to desktops, servers, routers, or related network connectivity. The Developer will also be responsible for any maintenance and development costs associated with any application or database interfares to PHCD's current system of record.

5. Fees.

(a) Developer Fee. The parties agree to seek approval from HUD of the maximum allowable developer fee permitted by the Florida Housing Finance Corporation for the Development of eighteen percent (18%) in the budgeted amount set forth at Exhibit B hereto (if applicable), with respect to four (4%) Low-Income Housing Tax Credit transactions and sixteen percent (16%) with respect to nine percent (9%) Low-Income Housing Tax Credit transactions (in the budgeted amount set forth at Exhibit B hereto, if applicable), based upon satisfying the factors outlined and approved by HUD in order to exceed the Cost Control and Safe Harbor Standards for Rental Mixed Finance Development (the "**HUD Safe Harbor Standards**").

(b) Ground Lease and other Payments. The Developer or its subsidiary or designee agrees to pay an annual rental amount equal to \$25,000 (increasing each year at 4% per year), payable to the County out of fifty percent (50%) of the available (net) cash flow that is distributable to the managing member, after payment of any deferred developer fees. Any portion of the annual rental amount not paid, in any given year, shall be deferred to the following year.

i. In addition, the Developer has applied for Affordable Housing Program (AHP) funds from the Federal Home Loan Bank of New York for Smathers Phase Two in the amount of approximately \$2,207,000. If the Developer or its subsidiary or designee is awarded Affordable Housing Program (AHP) funds from the

Federal Home Loan Bank of New York for Smathers Phase Two, the Developer or its subsidiary or designee also agrees to:

- ii. Pay off the deferred developer fee, currently indicated in the pro-forma as approximately \$365,000 (which will allow the County to begin sharing annual cash flow upon stabilization).
- iii. Pay down the first mortgage (by up to \$835,000), which will create approximately \$23,000 in additional annual cash flow for the County.
- iv. Pay the County a capitalized ground lease payment in the amount of up to \$400,000.
- v. Pay down the Documentary Surtax loan by up to \$600,000.

Developer or subsidiary shall provide written notice to the County of AHP award and corresponding amounts to be paid as per above schedule. For Phase Two, no additional payment amounts shall be due after such lump sum payments.

6. Payment Provisions for County Funds (if applicable).

- (a) Developer shall submit to the County, not more often than monthly, a payment request for County funds in a form and format acceptable to the County, for expenditures for the work completed and incurred.
- (b) Each payment request shall be carefully reviewed and evaluated for accuracy, completeness and compliance with this agreement by Developer prior to its submission to the County. Each payment request shall identify, by line item and by reference to the corresponding element of the Budget, (a) the total costs to date incurred, (b) the corresponding portion of the compensation due to developer, if applicable (c) the amounts, if any, of previous payments, (d) the portion, if any, of such costs and/or fee for which a payment is requested under the payment request and any other provisions reasonably required (with reasonable advance notice) by the County. Each payment request shall be accompanied by separate billing statements or invoices from each consultant, sub-consultant, contractor or sub-contractor (herein vendors) to which payment has been made or will be made. The County shall not be required to make advance payments or deposits.
- (c) Payment requests shall not be processed until a proper payment request (herein proper invoice) has been received by the County from the Developer. Proper invoice means an invoice which conforms to the payment requirements of the County. A proper invoice shall include a statement by Developer waiving claims for extra direct and indirect costs or time associated with work preceding the date of the invoice, or a statement in sufficient detail containing

all rights reserved for work already performed. All present requirements or future rules pertaining to the execution of a proper invoice will be made available to Developer in a timely manner. Developer shall make payments to all vendors included in each respective payment request within five (5) business days of receipt of funds from the County. Developer shall include the provisions of this section in all sub-contracts, and require all vendors to include this provision in their contracts with other vendors.

- (d) The time at which payment for service is due from the County shall be calculated from the date on which a proper invoice is received by the County. The time at which payment shall be due from the County to Developer shall be forty-five (45) days from receipt by the County of a proper invoice from the Developer. In any case in which an improper invoice is submitted by the developer, the County shall, within ten (10) days after the improper invoice is received, notify the Developer that the invoice is improper and indicate what corrective action on the part of the Developer is needed to make the invoice proper.
- (e) Final payment shall not be made to the Developer until the Developer has resolved all pending Davis-Bacon wage rate compliance issues and restitution is made (or placed in escrow for unfound workers) to all workers determined by PHCD to be underpaid. At a minimum, an amount equal to the cost of all pending Davis-Bacon non-compliance issues shall be retained until such issues are resolved to PHCD's satisfaction.
- (f) For non-County funds, Developer shall provide a report, in a form and format acceptable to County, indicating payment requests and approved amounts received by the developer for all funding sources and percentage of overall project completion. In addition, the Developer shall provide, on a monthly basis, a construction schedule and construction budget, with anticipated changes to the budget and schedule, along with a change order log, and Developer will meet with the County at the County's request, at thirty day intervals, to review and discuss the monthly report. Any proposed changes will be subject to the approval provisions set forth in this Agreement.

7. **Property Management Responsibilities.**

- (a) Designation of Property Manager. The initial property manager for each phase of the Development shall be TRG Management Company of Florida, an affiliate of Developer (the "**Management Agent**"). The Management Agent shall be responsible for the day to day operation of each phase of the Development including but not limited to compliance, collections, leasing, payment of invoices and maintenance. Specific duties shall be further detailed in the initial agreement between the Management Agent and the Owner Entity, such agreements subject to the County's reasonable approval (the "**Management Agreement**"). The designation of the County as a successor

Management Agent, co-Management Agent or sub-Management Agent may be considered and negotiated by the parties, upon terms and conditions that are acceptable to the parties and subject to the approval of any investors and lenders.

- (b) Admissions Policies. The parties agree that the occupancy will be carried out with respect to the Development as follows:
 - i. The Existing Residents shall have the right of first refusal to occupy PHA-Assisted Units in each phase of the Development once the scope of work described in this Agreement is complete with respect to such Phase, subject to screening by the Management Agent for low-income housing tax credit compliance and other agreed to screening criteria. The residents of the eighty-two unit building will have the right of first refusal to occupy Phase Two.
 - ii. Any vacancies to PHA-Assisted Units not filled by Existing Residents (either at initial occupancy or thereafter) will be filled by applicants who are referred from the County's waiting list, subject to screening by the Management Agent for low-income housing tax credit compliance. The parties agree that a site-based waiting list will not be used. The parties acknowledge and agree that the County's Admissions and Continued Occupancy Policy will be revised, as necessary, to reflect the foregoing and that a referral process will be formulated by the parties to ensure that lease-up occurs in a timely manner.
- (c) Property Management Fee. The Management Agent shall receive a management fee equal to 6% of the effective gross income.
- (d) Sub-Management Agreement. It is anticipated that the Management Agent may enter into a sub-management agreement (the "**Sub Management Agreement**") with the County, pursuant to which the County's management staff will carry out certain frontline management services on behalf of the Management Agent on terms and conditions to be agreed to between the parties. The Sub Management Agreement will be for a one (1) year term and will be subject to termination for cause or upon the termination of the Management Agreement.

8. Termination.

- (a) Termination for Convenience. The County reserves the right to terminate this Agreement, in whole or in part, at any time for the convenience of the County, if the County shall determine in good faith that it is infeasible, in the County's best interest, or contrary to that interest to proceed with the Development. In the event of a termination for convenience under this Agreement, the County shall deliver to the Developer a Notice of Termination within thirty (30) days specifying the extent to which the performance of the work under this

Agreement is terminated, and the date upon which such termination becomes effective. If the performance of the work under this Agreement is terminated in whole or in part, the County shall be liable to the Developer for reasonable and proper construction related costs only resulting from such termination, and shall not include any costs (direct or indirect) related to applications for funding/financing, and/or preparation of development strategies, and/or similar expenses. Within thirty (30) days of receipt of the Notice of Termination, the Developer shall present a proper claim setting out in detail: (i) the total cost of all third-party costs incurred to date of termination including architectural, engineering, and similar types of costs, and also including any loans from third parties); (ii) 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, or for settling other liabilities of Developer incurred in performance of its obligations hereunder; (iii) the cost of preserving and protecting the work already performed until the County or its assignee takes possession thereof or assumes responsibility and (iv) compensation to Developer for all tasks performed to date equal to thirty percent (30%) of projected developer fee if applicable financing has been secured. Within ninety (90) days of receipt of the claim from the Developer, the County shall either respond to the Developer's claim or make a final payment to the Developer in the event there is no dispute relative to Claim. Furthermore, the Developer may terminate this Agreement for infeasibility, but only to the extent the Developer first made good faith efforts to pursue an alternative course of action, and in such event, shall be limited to reimbursement for those costs as set forth in (i)-(iv) of this Article 8(a). In an event of a dispute regarding the claim, the parties hereto shall avail themselves of the dispute resolution process more fully described in Exhibit F, Paragraph I.

- (b) Termination for Cause. Either Party may terminate this Agreement for cause, at any time, on the giving of notice to the other party of the grounds asserted for such termination and failure of the other Party to cure such grounds within thirty (30) days from receipt of such notice ("**Termination for Cause**"). Notwithstanding anything to the contrary contained herein, suspension from participation in any government programs, which suspensions, for the purposes hereof, are defined to include but not be limited to any sanctions imposed by HUD pursuant to 24 C.F.R. Part 24, shall be grounds for termination of this Agreement for cause without opportunity for cure. By execution of this Agreement, Developer hereby certifies to the County that it is not suspended, debarred or otherwise prohibited from participation in any government programs.

In the event of a termination of this Agreement by the County or the Developer which is determined to constitute a breach hereof by the County or the Developer, the party in breach shall be liable to the non-breaching party in accordance with applicable law for all actual damages caused thereby.

- (c) Fraud, Misrepresentation or Material Misstatement. The County may terminate this Agreement if Developer attempts to meet its contractual obligations hereunder with the County through fraud, misrepresentation or material misstatement.
- (d) Debarment. The foregoing notwithstanding, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Developer may be subject to debarment for those reasons set forth in Section 10-38 of the County Code.
- (e) Remedies. In the event that the County exercises its right to terminate this Agreement following an Event of Default, the Developer shall, upon receipt of such notice, unless otherwise directed by the County:
- i. Stop work on the date specified in the notice (the “**Effective Termination Date**”);
 - ii. Take such actions as may be necessary for the protection and preservation of the County’s materials and property;
 - iii. Cancel orders;
 - iv. Upon payment by the County for such work product and payment of other amounts due in accordance with this Article 6, assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services; and
 - v. Take no voluntary action (unless otherwise required by legal obligations) which will increase the amounts payable by the County under this Agreement.
- (f) Developer Shall Deliver Work Product in Event of Termination. In the event that this Agreement is terminated under this Article 6, Developer agrees that it shall promptly deliver to County, or cause to be delivered to County, any concrete, transferable, and useable third party work product generated in connection with the Development, and will assign to County all of its right, title, and interest to such work product, without reservation in exchange for County’s payment of funds paid by Developer (including funds borrowed from third parties) for such work product, along with amounts due to the Developer hereunder. Developer shall be under no obligation to deliver any work product in its possession unless the County shall have reimbursed it for the cost thereof (and paid to the Developer any other amounts due hereunder) or shall have agreed to offset the cost thereof against any indebtedness owing

from the Developer to the County. No payment shall be due, however, if the Developer has committed fraud, misrepresentation, material misstatement, , or on the event of Termination for Default as per Section 9.

(g) Automatic Termination. This Agreement shall automatically terminate at no cost to the County if:

1. The Developer is unable to secure funding and financing consistent with an approved Redevelopment Plan with terms and conditions (including payments to the County) acceptable to the County for Phase Two of the development within twenty-four (24) months of execution of this Agreement.

2. The Developer is unable to secure funding and financing consistent with an approved Redevelopment Plan with terms and conditions (including payments to the County) acceptable to the County for Phase One within forty-eight (48) months of execution of this Agreement. Notwithstanding the Developer's inability to securing funding and financing for Phase One, the Developer shall be obligated to comply with the terms and conditions of this Agreement as it relates solely to Phase Two.

3. The Developer is unable to secure funding and financing consistent with an approved Redevelopment Plan with terms and conditions (including payments to the County) acceptable to the County for Phase Three within seventy-two (72) months of execution of this Agreement. Notwithstanding the Developer's inability to securing funding and financing for Phase Three, the Developer shall be obligated to comply with the terms and conditions of this Agreement as it relates solely to Phase One and Phase Two.

Upon termination of this Agreement, the Developer shall have no further development rights to the undeveloped portion(s) of the site(s) under this Agreement, the Ground Lease Agreement or any other agreements. The Developer and the County shall coordinate and execute appropriate agreements, contracts or other applicable documents to return the undeveloped portions of the site to the County.

Notwithstanding the foregoing, failure to achieve financing shall not be deemed an "Event of Default" hereunder.

9. **Event of Default.**

(a) An Event of Default shall mean a breach of this Agreement by the Developer after expiration of any applicable notice and cure period without such cure. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include, but not limited to, the following:

i. the Developer has not delivered Deliverables on a timely basis;

- ii. the Developer has made a Material Change to the Project Schedule without the County's approval;
 - iii. the Developer has refused or failed to supply enough properly skilled staff personnel;
 - iv. the Developer has failed to make prompt payment to subcontractors or suppliers for any Services;
 - v. the Developer has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Developer's creditors, or the Developer has taken advantage of any insolvency statute or debtor/creditor law or if the Developer's affairs have been put in the hands of a receiver;
 - vi. the Developer has failed to obtain the approval of the County where required by this Agreement;
 - vii. the Developer has failed in the representation of any warranties stated herein;
 - viii. the Developer has failed to comply with the public records disclosure requirements set forth in Section 119.0701 of the Florida Statutes and Section 27 of this Agreement;
 - ix. the Developer has failed to comply with any and all UFAS requirements and obligations; and
 - x. The Developer has made a Material Change to the Project Budget without the County's approval.
- (b) In the event the County shall terminate this Agreement for default, the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, and reports after payment, if applicable.
- (c) Notwithstanding the foregoing, this Agreement shall not be terminated for default if the delay in completing the work arises from unforeseeable causes beyond the reasonable control of the Developer (any such failure or other cause or event being referred to herein as a "**Force Majeure Event**"). Examples of such causes include (a) acts of God or the public enemy, (b) material acts or failure to act, or delays in action, of the County, HUD, or other governmental entity in either its sovereign or contractual capacity, (c) material acts or failure to act of another contractor (other than a contractor or subcontractor to the Developer or the Owner Entity) in the performance of a contract with the County, (d) fires, (e) floods, (f) strikes or labor disputes, (g) freight embargoes, (h) unavailability of materials, (i) unusually severe weather, (j) delays of subcontractors or suppliers at any tier arising from

unforeseeable causes beyond the control and without fault or negligence of both the Developer and the subcontractors or suppliers, or (k) delay caused by litigation that is not between the County and the Developer.

- 10. Notice of Default – Opportunity to Cure.** Notwithstanding anything in this Agreement to the contrary, if an Event of Default occurs in the determination of the County and the County wishes to declare an Event of Default or otherwise terminate this Agreement for cause to the extent, as provided under this Agreement, the County shall notify the Developer (“Default Notice”), specifying the basis for such default and the extent to which performance of work under this Agreement is terminated, and advising the Developer that such default must be cured immediately or this Agreement with the County may be terminated. If the termination is stated to be for default, the Default Notice thereof shall specify the nature of the claimed default and, if such default shall be reasonably subject to adequate cure, the Default Notice shall state (i) the actions required to be taken by the Developer to cure the default, and (ii) the reasonable time (up to sixty (60) days) within which Developer shall respond with a showing that all required actions have been taken, provided that the Developer shall have, subject to the County’s approval, not to be unreasonably withheld conditioned or delayed, such additional time as is reasonably necessary to cure such default so long as the Developer has diligently commenced and is proceeding in a reasonable diligent matter toward curing such default. During any cure period so provided, the Developer shall proceed diligently with performance of any work required by this Agreement which is not the subject of the claimed default. Following expiration of the stated cure period, the Authority shall deliver a second notice stating either that the default has been adequately cured or that the Agreement is terminated. The County shall grant an additional period of such duration as the County shall reasonably deem appropriate without waiver of any of the County’s rights hereunder, so long as the Developer has commenced curing such default and is effectuating a cure with diligence and continuity during such sixty (60) day period or any other period which the County prescribes. The Default Notice shall specify the date the Developer shall discontinue the Services upon the Termination Date.
- 11. Remedies in the Event of Default.** If an Event of Default occurs and remains uncured pursuant to Article 9 herein, the Developer shall be liable for all damages to the County resulting from such Event of Default. The Developer shall also remain liable for any liabilities and claims related to the Developer’s default. The County may also bring any suit or proceeding for specific performance or for an injunction.
- 12. Lien Waivers.** Developer agrees that it will not permit any mechanic's, materialmen's or other liens to stand against the Premises for work or materials furnished to Developer it being provided, however, that Developer shall have the right to contest the validity thereof. Developer shall not have any right, authority or power to bind the County, the Premises or any other interest of the County in the Premises and will pay or cause to be paid all costs and charges for work done by it or caused to be done by it, in or to the Premises, for any claim for labor or material or for any other charge or expense, lien or security interest incurred in connection with the development, construction or operation of the Improvements or any change, alteration or addition thereto. IN THE EVENT THAT ANY

MECHANIC'S LIEN SHALL BE FILED, DEVELOPER SHALL BOND OVER, PROCURE THE RELEASE OR DISCHARGE THEREOF WITHIN NINETY (90) DAYS EITHER BY PAYMENT OR IN SUCH OTHER MANNER AS MAY BE PRESCRIBED BY LAW. NOTICE IS HEREBY GIVEN THAT THE COUNTY SHALL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIALS FURNISHED OR TO BE FURNISHED TO THE DEVELOPER OR TO ANYONE HOLDING ANY OF THE PREMISES THROUGH OR UNDER THE DEVELOPER, AND THAT NO MECHANICS' OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS SHALL ATTACH TO OR AFFECT THE INTEREST OF THE COUNTY IN AND TO ANY OF THE PREMISES. THE COUNTY SHALL BE PERMITTED TO POST ANY NOTICES ON THE PREMISES REGARDING SUCH NON-LIABILITY OF THE COUNTY.

Developer shall promptly pay all persons or entities furnishing labor and material with respect to any work performed by Developer or its contractor on or about the Premises, and shall obtain and deliver to Landlord "releases" or waivers of liens from all parties doing work on or about the Premises, along with an affidavit from Developer stating that all bills have been paid with regard to such work and that there are no outstanding obligations, except in the ordinary course of business, owed with respect to any such work performed on the Premises.

13. Indemnification.

- (a) Developer Indemnity. The Developer shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including reasonable attorney fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Developer or its employees, agents, servants, partners, principals or subcontractors, subject to the following sentence. The Developer shall pay all the County's losses in connection therewith, provided Developer is adjudicated liable, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Developer expressly understands and agrees that any insurance protection required by the Agreement or otherwise provided by the Developer shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. Notwithstanding anything to the contrary herein, such indemnification by Developer shall not cover claims or losses to the extent caused solely by the County's gross negligence or intentional wrongful acts or omissions.
- (b) County Responsibility. The County shall indemnify and hold harmless the Developer and its affiliates, subsidiaries, officers, agents, employees, representatives, successors and assigns from any and all liability, losses, or

damages, including reasonable attorney fees and costs of defense, which the Developer or its affiliates, subsidiaries, officers, agents, employees, representatives, successors and assigns may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the County or officers, employees, agents and instrumentalities. The County shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the Developer, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The County's indemnification obligations in this Article 12(b) shall be subject to the provisions of Section 768.28, Fla. Stat., whereby the County shall not be liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of Two Hundred Thousand and No/100 Dollars (\$200,000.00), or any claim or judgments or portion thereof, which when totaled with all other occurrence, exceeds the sum of Three Hundred Thousand and No/100 Dollars (\$300,000.00), but only to the extent the limitations set forth in that Statute are applicable. Notwithstanding anything to the contrary herein, such indemnification by Miami-Dade County shall not cover claims or losses to the extent caused solely by the Developer's gross negligence or intentional wrongful acts or omissions.

14. Insurance.

The Developer shall maintain coverage as required in A - C below throughout the term of this agreement. If any portions of this Agreement are assigned, insurance must be provided in the name of the assignee. If material changes are made to the scope, it may be necessary to amend the insurance requirements. The Developer shall furnish to Miami-Dade County, Public Housing and Community Development Department, 701 NW 1 CT. 16th floor, Miami, Florida 33136-3914, Certificate(s) of Insurance evidencing insurance coverage that meets the requirements outlined below:

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

Design Stage

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

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

Construction Phase

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

- E. Completed Value Builders' Risk Insurance on a “special causes of loss” form in an amount not less than one hundred (100%) percent of the insurable value of the building(s). The Policy will name Miami-Dade County as a Loss Payee A.T.I.M.A.

Operation Phase

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

- F. Property Insurance Coverage on a “special causes of loss” form in an amount not less than one hundred (100%) percent of the replacement cost of the building(s). Miami-Dade County must be named a Loss Payee with respect to this coverage.

Continuity of Coverage

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

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

The company must be rated no less than “A-” as to management, and no less than “Class VII” as to strength, by A.M. Best Company, Oldwick, New Jersey.

15. Agreement Security.

Upon request by the County, but in no event earlier than the Financial Closing of each phase, the Developer shall cause its General Contractor to deliver to the County an executed Performance and Payment Bond on the prescribed form or in Cash (with the County as an additional obligee). The Performance and Payment Bond shall be in the amount of 100% of the construction cost of the Project, as

security for the performance of this Agreement and for the payment of all persons performing labor or furnishing materials in connection therewith. If Cash is used in lieu of the bonds, all terms and conditions stipulated in the bonds shall be just as applicable. The Performance and Payment Bonds shall have as the surety thereon only such surety company or companies as are acceptable to the County and are authorized to write bonds of such character and amount in accordance with the following qualifications:

- (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 Rating</u>
i. \$500,001 to \$1,500,000	B V
ii. \$1,500,001 to \$2,500,000	A VI
iii. \$2,500,001 to \$5,000,000	A VII
iv. \$5,000,001 to \$10,000,000	A VIII
v. Over \$10,000,000	A IX

- (b) On contract amounts of \$500,000 or less, the bond provisions of Section 287.0935, Florida Statutes shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:
- i. 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.
 - ii. Certifying that the Surety is otherwise in compliance with the Florida Insurance Code, and;
 - iii. 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.
- (c) 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.
- (d) For contracts in excess of \$500,000 the provision of Section (b) will be adhered to plus the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least 1.5 million dollars and on the Treasury List.

- (e) Surety Bonds guaranteed through U.S. Government Small Business Administration or Developers Training and Development Inc. will also be acceptable.
- (f) The attorney-in-fact or other officer who signs performance and payment bonds for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so. The performance and payment bonds must be counter signed by the surety's resident Florida agent.

The Performance Bond or Cash used in lieu of the Performance Bond shall remain in force for one (1) year from the date of final acceptance of the work to protect the County against losses resulting from defects in materials or improper performance of work under the Agreement; provided however, that this limitation does not apply to suits seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(3)(c), Florida Statutes.

16. Compliance with Public Housing Requirements.

- (a) Treatment of HUD Funds. Any transfer of public housing funds pursuant to this Agreement will not be an assignment of public housing funds or be deemed an assignment of public housing funds. Developer will not succeed to any rights or benefits County may have under the applicable grant agreements or contracts with HUD or attain any privilege, authority, interest, or right under applicable grant agreements or contracts between the County and HUD. Nothing contained in this Agreement will be construed to create any relationship of third party beneficiary or otherwise with HUD.
- (b) Development Obligations. Developer shall provide development services in accordance with this Agreement. Developer shall perform the duties and undertake the responsibilities herein set forth in a competent and professional manner using good faith reasonable efforts. The Developer is an independent contractor and not an agent of the County. Therefore, except as may be expressly set forth herein, Developer shall have no authority to bind County. Except as expressly set forth herein, Developer will provide all services, equipment, and materials for Developer and will furnish, directly or through contractors, subcontractors, professional expertise, management, labor, materials, supplies, fixtures, equipment, tools and machinery, testing, supervision, facilities, and other services required for the completion of the Development.
- (c) Reporting Requirements. Pursuant to Sections 2-8.1, 2-8.8 and 10.34 of the Code of Miami-Dade County (as amended by Ordinance No. 11-90), the Developer must report to the County the race, gender and ethnic origin of the owners and employees of its first tier subcontractors using the Subcontractor/Supplier Listing form, attached hereto as Exhibit E. In the event that the Developer demonstrates to the County that the race, gender and

ethnic information is not reasonably available at that time, the Developer shall be obligated by this Agreement to exercise commercially reasonable efforts to obtain that information and to provide the same to the County not later than ten (10) business days after it becomes available and, in any event, prior to final payment this Agreement.

- (d) Compliance with Laws and other Requirements. Developer shall fully comply with all applicable laws and regulations applicable to Developer with respect to workers' compensation, social security, unemployment insurance, hours of labor, wages, working conditions, licensing and other employer-employee related matters, including, without limitation, all laws, rules and regulations with respect to non-discrimination based on race, sex or otherwise, and MBE/WBE, and Section 3 of the Housing and Urban Redevelopment Act of 1968, as more fully described in Exhibit F, Applicable HUD General Conditions for Construction Contracts, which is incorporated herein by reference. Developer will further comply with all applicable public housing requirements.

17. Warranties.

- (a) Developer's Warranties. Developer represents and warrants to the County that (a) Developer is and will continue to be duly organized, and is in good standing under the laws of and qualified to do business in the State of Florida, (b) Developer has and will have all necessary power, authority, licenses and staff resources for the undertaking of its obligations under this Agreement, (c) this Agreement has been duly entered into and is the legally binding obligation of Developer, (d) this Agreement will not violate any judgment, law, or agreement to which Developer is a party or is subject, and (e) there is no claim pending, or to the best knowledge of Developer, threatened, that would impede Developer's ability to perform its obligation hereunto. Developer shall not hereafter enter into any agreement which would, or modify any existing agreement in a manner that would, impair its ability to perform its obligations hereunder, and will notify the County if any suit is threatened or law proposed which would impair its ability to perform its obligations hereunder.
- (b) County's Warranties. The County represents and warrants to Developer that (a) the County has and will have all necessary power and authority under Florida law for the undertaking of its obligations under this Agreement, (b) this Agreement has been duly entered into and is the legally binding obligation of the County, (c) this Agreement will not violate any judgment, law, consent decree, or agreement to which the County is a party or is subject to and will not violate any law or ordinance under which the County is organized, (d) there is no claim pending, or to the best knowledge of the County, threatened, that is likely to materially impede the County's ability to perform its obligation hereunto. The County shall not hereafter enter into any agreement or consent decree which would, or modify any existing agreement or consent

decree in a manner that would impair its ability to perform its obligations hereunder, and will notify Developer if any suit is threatened or law proposed which would materially impair its ability to perform its obligations hereunder.

18. **Term.** This Agreement shall begin upon execution hereof, and shall expire upon the completion of all the activities described herein, unless sooner terminated in accordance with the terms provided herein. With respect to specific activities for each phase, failure to comply with this Agreement shall constitute a default against the Developer (subject to notice and cure provisions described herein).
19. **County's Sovereignty.** It is expressly understood that, subject to the other provisions of this Agreement:
 - (a) The County retains all of its sovereign prerogatives and rights as a county under Florida laws and shall in no way be estopped from reasonably withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the planning, design, construction and development of the Development or the operation thereof, or be liable for the same; and
 - (b) The County shall not by virtue of this Agreement be obligated to grant the Developer any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature applicable to the planning, design, construction, development and/or operation of the Development.
20. **Option and Right of First Refusal.** The County shall have the option and right of first refusal to purchase the Development at the end of the tax credit compliance period for an amount equal to all transfer fees, costs, expenses and taxes related to the purchase plus the lesser of: (i) the fair market value of the property, (but in no event less than any operating deficit loans of any member and any taxes that are projected to be owed by any member as a result of such sale); and (ii) with respect to a right of first refusal, the lowest price that is permitted under Section 42(i)(7) of the Internal Revenue Code of 1986, as amended plus any operating deficit loans of any member and any taxes that are projected to be owed by any member as a result of such sale.
21. **No Liability for Exercise of Police Power.** Subject to any contrary provision in this Agreement, or any County covenant or obligation that may be contained in this Agreement, the County shall have no obligation, including but not limited to the following:
 - (a) To assist the Developer in applying for any county, city or third party permit or needed approval; or
 - (b) To contest, defend against, or assist the Developer in contesting or defending against any challenge of any nature; and, except as otherwise set forth in this Agreement, this Agreement shall not bind the County Board, the Permitting,

Environment and Regulatory Affairs Department, other applicable County departments, or their successor departments, or any other county, city, federal or state department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the County or any other applicable governmental agencies in the exercise of its police power; and, except as otherwise set forth in this Agreement, the County shall be released and held harmless, by the Developer from and against any liability, responsibility, claims, consequential or other damages, or losses to the Developer or to any third parties resulting from denial, withholding or revocation (in whole or in part) of any zoning or other changes, variances, permits, waivers, amendments, or approvals of any kind or nature whatsoever. Without limiting the foregoing, the parties recognize that the approval of any building permit and/or certificate of occupancy will require the County to exercise its quasi-judicial or police powers. Without limiting any other provision of this Agreement, the County shall have no obligation to approve, in whole or in part, any application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver. The County's obligation to use reasonable good faith efforts in the permitting of the use of County owned property regarding the Premises shall not extend to any exercise of quasi-judicial or police powers, and shall be limited solely to ministerial actions, including the timely acceptance and processing of any requests or inquiries by the Developer as authorized by this Agreement. Moreover, in no event shall a failure of the County to adopt any of the Developer or Owner Entity's request or application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver be construed a breach or default of this Agreement, unless such failure was unreasonable or untimely or in direct contravention to another provision of this Agreement.

22. Vendor Registration and Forms/Conflict of Interest.

- (a) Vendor Registration. The Developer shall be a registered vendor with the County's Internal Services Department, Procurement Management Division, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Developer confirms its knowledge of and commitment to comply with the following:
- i. *Miami-Dade County Ownership Disclosure Affidavit* (Section 2-8.1 of the County Code)
 - ii. *Miami-Dade County Employment Disclosure Affidavit (Section 2.8-1(d)(2) of the County Code)*
 - iii. *Miami-Dade Employment Drug-free Workplace Certification (Section 2-8.1.2(b) of the County Code)*

- iv. *Miami-Dade Disability and Nondiscrimination Affidavit (Section 2-8.1.5 of the County Code)*
- v. *Miami-Dade County Debarment Disclosure Affidavit (Section 10.38 of the County Code)*
- vi. *Miami-Dade County Vendor Obligation to County Affidavit (Section 2-8.1 of the County Code)*
- vii. *Miami-Dade County Code of Business Ethics Affidavit (Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)*
- viii. *Miami-Dade County Family Leave Affidavit (Article V of Chapter 11 of the County Code)*
- ix. *Miami-Dade County Living Wage Affidavit (Section 2-8.9 of the County Code)*
- x. *Miami-Dade County Domestic Leave and Reporting Affidavit (Article 8, Section 11A-60 11A-67 of the County Code)*
- xi. *Subcontracting Practices (Ordinance 97-35)*
- xii. *Subcontractor /Supplier Listing (Section 2-8.8 of the County Code)*
- xiii. *Environmentally Acceptable Packaging (Resolution R-738-92)*
- xiv. *W-9 and 8109 Forms (as required by the Internal Revenue Service)*
- xv. *FEIN Number or Social Security Number.* In order to establish a file, the Developer's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Developer's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
 - (1) Identification of individual account records
 - (2) To make payments to individual/Developer for goods and services provided to Miami-Dade County
 - (3) Tax reporting purposes
 - (4) To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

- xvi. *Office of the Inspector General* (Section 2-1076 of the County Code)
- xvii. *Small Business Enterprises.* The County endeavors to obtain the participation of all small 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.
- xviii. *Antitrust Laws.* By acceptance of any contract, the Developer agrees to comply with all antitrust laws of the United States and the State of Florida.
- (b) Conflict of Interest. Section 2-11.1(d) of Miami-Dade County Code requires that 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, competing or applying for a contract, must first request a conflict of interest opinion from the County's Commission on Ethics and Public Trust ("Ethics 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. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593. Further the Developer shall comply with Section 1352 of Title 31 of the United States Code, which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, loan, or cooperative agreement. The Developer further agrees to comply with the requirement of such legislation to furnish a disclosure (OMB Standard Form LLQ) 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, in connection with a Federal contract, grant, loan, or cooperative agreement, which payment would be prohibited if made from Federal appropriated funds. The Developer represents that:
- No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or

intangible, in connection with the award of this Agreement.

- There are no undisclosed persons or entities interested with the Developer in this Agreement. This Agreement is entered into by the Developer without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - is interested on behalf of or through the Developer directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - is an employee, agent, advisor, or consultant to the Developer or to the best of the Developer's knowledge any subcontractor or supplier to the Developer.
- Neither the Developer nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Developer shall have an interest which is in conflict with the Developer's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Developer provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

In the event Developer has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Developer shall promptly bring such information to the attention of the County's Project Manager. Developer shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Developer receives from the Project Manager in regard to remedying the situation.

23. **Interest of Members of Congress.** No Member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.
24. **Interest of Members, Officers, or Employees and Former Members, Officers, or Employees.** No member, officer, or employee of the County, 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 County 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 Agreement or the benefits to arise therefrom.
25. **Upon Written Notice to the Developer from the Inspector General or IPSIG Retained by the Inspector Employee of the County.** No member, officer, or employee of the County, no member of the governing body of the County, no member of the governing body by which the County was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Development shall, during his or her tenure, or for two year thereafter or such longer time as the County's Code of Ethics may reasonably require, have any interest, direct or indirect, in this Agreement or the proceeds thereof, unless the conflict of interest is waived by the County and by HUD.
26. **Inspector General Reviews.** Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter “**IPSIG**”), whenever the County deems it appropriate to do so. Upon written notice from the County, the Developer shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Developer's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Developer, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Developer in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Developer or any third party.
- (a) *Miami-Dade County Inspector General Review.* According to Section 2-1076 of the Code of Miami-Dade County, 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 for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Developer. The audit cost shall also be included in all change orders and all contract renewals and extensions.

- i. **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) interlocal 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. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Agreement. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Developer, its officers, agents and employees, lobbyists, County General, the Developer shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Developer's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

27. **Florida Public Records Act.** As it relates to this Agreement and any subsequent agreements and other documents related to the Development, the Developer and any of its subsidiaries, pursuant to Section 119.0701 of the Florida Statutes, shall:

Attn: Terrence A. Smith, Esq.

If to Developer: RUDG, LLC
c/o Related Urban
315 S. Biscayne Blvd., 4th Floor
Miami, FL 33131
Attn: Albert Milo, Jr., Principal/Senior Vice President

If to Owner Entity: Smathers Phase Two, LLC
c/o Related Urban
315 S. Biscayne Blvd., 4th Floor
Miami, FL 33131
Attn: Alberto Milo, Jr.

With a Copy to: Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.
150 W. Flagler Street, Suite 2200
Miami, FL 33130
Attn: Brian McDonough, Esq.

29. **Further Assurances.** Each party shall execute such other and further documents as may be reasonably necessary or proper for the consummation of the transaction contemplated by this Agreement as mutually agreed by the Parties hereto.
30. **Assignment.** This Agreement shall not be assignable by either party, except by the Developer to the Owner Entities as contemplated herein or upon written consent of the other party.
31. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed original, but all of which, together, shall constitute one instrument.
32. **Interpretation and Governing Law.** This Agreement shall not be construed against the party who prepared it but shall be construed as though prepared by both Parties. This Agreement shall be construed, interpreted, and governed by the laws of the State of Florida.
33. **Severability.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable such portion shall be deemed severed from this Agreement and the remaining parts shall continue in full force as though such invalid or unenforceable provision had not been part of this Agreement.
34. **Parties Bound.** No officer, director, shareholder, employee, agent, or other person authorized to act for and on behalf of any party hereto shall be personally liable for any obligation, express or implied.
35. **Final Agreement.** Unless otherwise provided herein, this Agreement constitutes the final understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the Parties,

and except for those agreements contemplated herein. This Agreement may be amended, supplemented or changed only by a writing signed or authorized by or on behalf of the party to be bound thereby. Notwithstanding the foregoing, the parties acknowledge the Smathers Phase Two Ground Lease expressly survives the terms hereof.

36. **Modification of Agreement.** This Agreement may be amended by mutual agreement of the County and Developer, not to be unreasonably withheld, subject to prior written approval by HUD (if required) and provided that all amendments must be in writing and signed by both parties and that no amendment shall impair the obligations of the County or Developer to develop and operate the Public Housing Units in accordance with all applicable public housing requirements and the ground leases, as applicable. This Agreement may not be altered, modified, rescinded, or extended orally.
37. **Waivers.** The failure of any party to insist in any one or more cases upon the strict performance of any of the obligations under this Agreement or to exercise any right or remedy herein contained shall not be construed as a waiver or a relinquishment for the future of such obligation, right or remedy. No waiver by any party of any provision of this Agreement shall be deemed to have been made unless set forth in writing and signed by the party to be charged.
38. **Successors.** The terms, covenants, agreements, provisions, and conditions contained herein shall bind and inure to the benefit of the Parties hereto, their successors and assigns.
39. **Certain Approvals and Reasonableness Standard.** Unless otherwise stated, all approvals or consents required of either party hereunder shall not be unreasonably withheld, conditioned or delayed and each party shall endeavor to act reasonably with respect to activities under this Agreement.
40. **Headings.** The headings in this Agreement are inserted for convenience only and shall not be used to define, limit or describe the scope of this Agreement or any of the obligations herein.
41. **Construction.** Whenever in this Agreement a pronoun is used, it shall be construed to represent either the singular or the plural, either the masculine or the feminine, as the case shall demand.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed this

24th day of May, 2014

RUDG, LLC

By: _____

MIAMI-DADE COUNTY

By: _____

Name: Russell Benford
Its Deputy Mayor

HARVEY RUVIN, Clerk

Attest: _____
Deputy Clerk



Approved as to form and legal sufficiency

By: _____
Terrence A. Smith
Assistant County Attorney

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed this

29 day of May, 2015

RUDG, LLC

By: [Signature]

MIAMI-DADE COUNTY

By: [Signature]
Name: Russell Benford
Its Deputy Mayor

HARVEY RUVIN, Clerk

Attest: [Signature]
Deputy Clerk

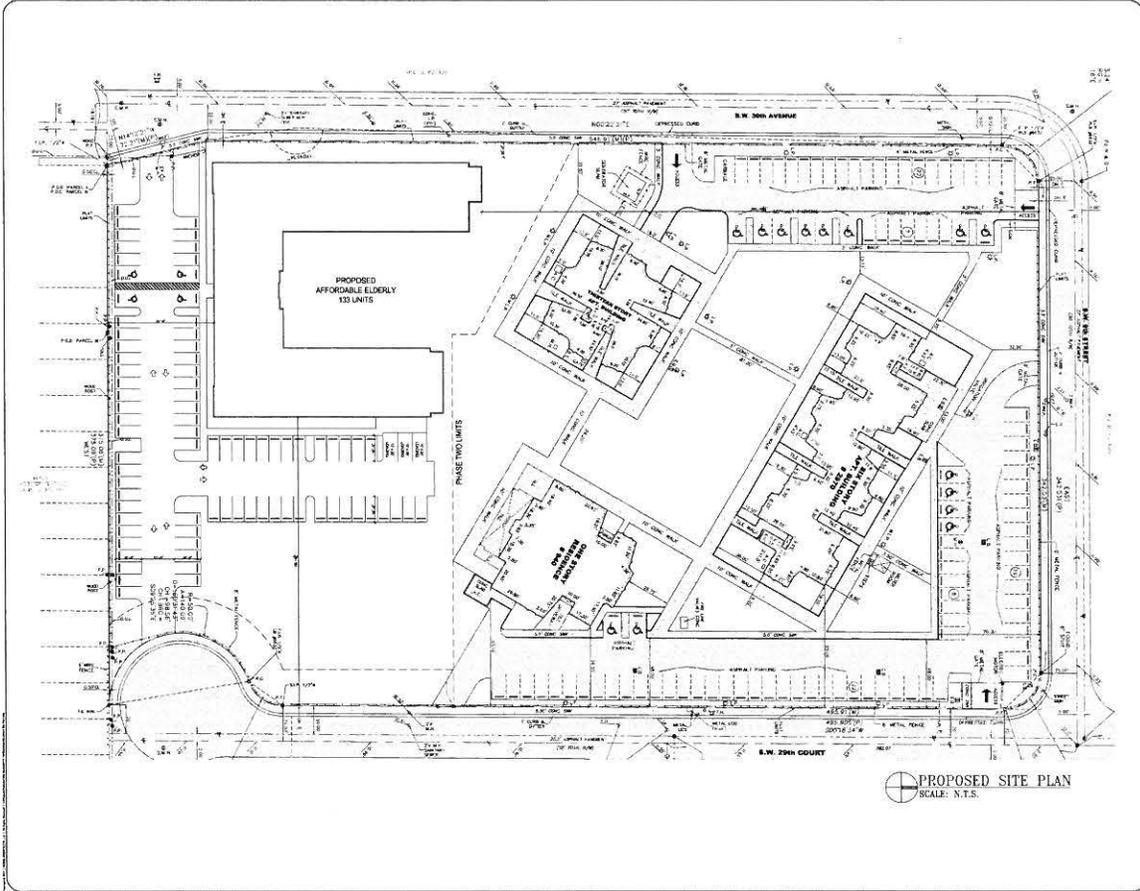


Approved as to form and legal sufficiency

By: [Signature]
Terrence A. Smith
Assistant County Attorney

Exhibit A

Site Plan



MOULDS

SMATHERS PHASE TWO
APPROX. 200' NORTH OF SW 11 STREET EAST OF
S.W. 29th COURT
MIAMI, FLORIDA

08/11/15
05/18/11
42

Exhibit A-1

Scope of Work

Smathers Phase Two

Location: South of the existing Smathers Plaza building (located at 935 SW 30 Avenue, Miami, Florida)

Smathers Phase Two will be the new construction of a 133 unit mixed-income public housing and affordable housing development for elderly residents. The project will comply with the Uniform Federal Accessibility Standards. No less than 15% of the public housing units will cater to residents with mobility impairment and no less than 2% of the public housing units will cater to residents with hearing and or visual impairment. The project will be a 5 story mid-rise design with 57 Studios units, 71 1-bedroom units and 5 2-bedroom units. 82 of the new units (35 1-bedroom / 1-bathroom units and 47 0-bedroom / 1-bathroom efficiency units) will be public housing elderly designated and the remaining 51 units will be Low Income Housing Tax Credit (LIHTC) affordable units elderly although not designated. The project and units will contain the following features and amenities:

- Low-VOC paint for all interior walls (50 grams per liter or less for flat paint; 150 grams per liter or less for non-flat paint)
- Water Sense certified faucets and toilets and shower heads with flow of 2.2 gallons per minute or less in all bathrooms
- Code compliant impact windows and doors in all units
- Window treatment/covering for each window inside each unit
- Termite prevention and pest control maintenance plan
- Entrance door will have two peepholes, one at standing eye level and one at seated eye level, not more than 43 inches from bottom of door
- Exterior lighting in open and common areas
- Ceramic or porcelain tiles throughout the entire unit
- Over the range Microwave
- Air conditioning with a minimum SEER rating of 14
- Cable or satellite TV hook-up in each unit;
- Full-size range, oven and Energy Star qualified refrigerator in all units
- Double Bowl kitchen sink in all units
- Tile bathroom floors in all units
- Dishwasher – Energy Star

- Electric Water heating minimum efficiency 30 gal = .94 EF
- Energy Star qualified ceiling fans with lighting fixtures in bedrooms
- Marble window sills in all units
- Steel exterior entry door frames for all units
- Pantry in kitchen area in all new construction units – must be no less than 20 cubic feet of storage space
- New kitchen cabinets with granite counter top(s) or comparable in all units-new or rehab, new bathroom cabinet(s) in all units
- 20 year expected life REFLECTIVE/GREEN roofing on all buildings
- Gated community with “carded” or “touchpad” entry.
- Emergency call service in all units.
- Exercise room with appropriate equipment
- Community center or clubhouse
- Library consisting of a minimum of 100 books and 5 current magazine subscriptions
- Laundry facilities with full-size dryers and energy star qualified washers available in at least one common area on site
- Primary entrance door shall have a threshold with no more than a ½-inch rise
- All door handles on primary entrance door and interior doors must have lever handles;
- Lever handles on all bathroom faucets and kitchen sink faucets
- Mid-point on light switches and thermostats shall not be more than 48 inches above finished floor level
- Programmable thermostat in each unit
- Water Sense certified dual flush toilets in all bathrooms
- Install daylight sensors, timers or motion detectors on all outdoor lighting attached to buildings

Future Phases will also include the following:

Smathers Plaza, existing 182 units at Miami-Dade County Public Housing buildings will be extensively rehabilitated. The scope of work and timing is To Be Determined. An additional new building consisting of PHA-assisted units and other affordable housing units is also contemplated.

The property consists of approximately 5.68 acres. Folio No.: 01-4109-048-0010. Miami-Dade County Property Appraiser’s Database.

NOTE: Scope of work, phasing, and budget are subject to change based on funding availability by mutual agreement of the parties.

Exhibit B

Development Budget/pro-forma

Phase One: TO BE DETERMINED AT A LATER DATE.

Phase Two:

Smathers Phase Two, LLC
EXECUTIVE SUMMARY

Address 200 feet North of SW 11 Street and 100 feet East of SW 30 Avenue
Miami, FL
Total Units 133 -82 Public Housing
Rentable Sqft 72,132
Avg. Size 542

SOURCES	Construction Source of Funds		Permanent Source of Funds	
		Per Unit		Per Unit
Tax Credit Equity:	1,968,729	14,802	9,843,645	74,012
Bonds	12,000,000	90,226	2,835,000	21,316
SAIL/SAIL ELI	2,113,150	15,888	2,113,150	15,888
City of Miami HOME	698,000	5,248	698,000	5,248
Surtax	8,250,000	62,030	8,250,000	62,030
Owner's Equity (Deferred Developer Fee)	1,968,983	14,804	365,329	2,747
TOTAL	26,998,862	202,999	24,105,124	181,242

USES	Total	Per Unit
Acquisition		
Acquisition Costs	-	-
Construction		
Construction	13,965,000	105,000
Other GC Costs(Permits, Bonds, etc.)	651,744	4,900
GC Fees	14% 2,046,344	15,386
Hard Cost Contingency	5% 833,154	6,264
Total Construction	17,496,243	131,551
Soft Costs		
Accountant Cost Cert:	40,000	301
Third party (appraisal, inspections, survey etc.)	47,500	357
Environmental	10,000	75
Architectural & Engineering	516,500	3,883
Relocation	246,000	1,850
Other Project Soft Costs	224,522	1,688
Developer Legal Costs	210,000	1,579
Financing Costs - Issuance & Origination	433,990	3,263
Financing Legal Costs	196,000	1,474
Equity Syndication Costs	263,728	1,983
Replacement Reserve:	39,900	300
Lease-Up Reserve	100,000	752
Tax Escrow:	34,775	261
Operating Subsidy Reserve	176,362	1,326
Operating Deficit Reserve	286,817	2,157
Debt Reserve:	450,000	3,383
Soft Cost Contingency	5% 163,805	1,232
Soft Costs	3,439,898	25,864
TOTAL COSTS before Developer Fee	20,936,141	157,415
Developer Fee	3,168,983	23,827
TOTAL COSTS	24,105,124	181,242

DEVELOPMENT BUDGET - Smathers Phase Two, LLC

		DEVELOPMENT BUDGET	ELIGIBLE BASIS		
			Acquisition	Construction	Ineligible
Acquisition Costs					
Residential Improvements:	85%	0	0		
Land:	15%	0		0	
Subtotal:		0			
Construction Costs					
	PDU				
Residential:	105,000	13,965,000		13,965,000	
Builders Risk Insurance		108,289			
P&P Bonds		144,204			
Building Permits	1.00%	139,650			
FF&E		100,000			
Utility Connection Fees	1,200	159,600		159,600	
Subtotal:	109,900	14,616,744			
General Requirements:	6%	877,005		877,005	
Overhead:	2%	292,335		292,335	
Profit:	6%	877,005		877,005	
Hard Cost Contingency:	5%	833,154		833,154	
Total Construction Costs	131,551	17,496,243			
Project Soft Costs					
Accountant Cost Cert:		40,000		40,000	
Market Study:		7,500		7,500	
Environmental Studies:		10,000		10,000	
Physical Needs Assessment/PCR:		15,000		15,000	
Architect - Design:		450,000		450,000	
Architect - Supervision:		0		0	
Survey:		10,000		10,000	
Title Costs:	0.75%	131,222		98,416	32,805
Private Provider Inspections	500	66,500		66,500	
Relocation	3,000	246,000		246,000	
Lender Inspection Fees:		30,000		30,000	
Marketing:		15,000			15,000
Green Building Consultant		40,000		40,000	
Liability Insurance	100	13,300		13,300	
Office Expenses:		0		0	
Zoning:		10,000		10,000	
L/C fees for bonds		0		0	
Real Estate Taxes During Construction		0		0	
Subtotal:	8,154	1,084,522			
Developer Legal Costs					
Acquisition Counsel:		40,000			40,000
Debt Counsel:		95,000		81,250	13,750
HUD Counsel:		65,000		58,750	6,250
Other:		10,000		10,000	0
Subtotal:	1,579	210,000			
Financing Issuance Costs					
Documentary Stamps/Recording Fees		105,000		105,000	0
Conversion Fee		30,000			30,000
Issuer Origination Fees:		63,990		51,192	12,798
Lender Origination Fees:		160,000		120,000	40,000
Issuer Financial Advisor:		40,000			40,000
Underwriter Fees:		20,000			20,000
Trustee Acceptance Fee:		15,000			15,000
FHFC Consulting Fee		0			0
FHLB Consulting Fee		0			0
Subtotal:	3,263	433,990			

DEVELOPMENT BUDGET - Smathers Phase Two, LLC

		DEVELOPMENT BUDGET	ELIGIBLE BASIS	
Financing Legal Costs				
		65,000	48,750	16,250
		50,000	37,500	12,500
		10,000	7,500	2,500
		31,000	23,250	7,750
		10,000	7,500	2,500
		30,000	22,500	7,500
		0	0	0
		0	0	0
	Subtotal:	1,474	196,000	
Equity Syndication Costs				
	8%	75,728		75,728
		3,000		3,000
		50,000		50,000
		135,000		135,000
	Subtotal:		263,728	
Reserves and Escrows				
	300	39,900		39,900
		100,000		100,000
	6	34,775		34,775
	12	176,362		176,362
	6	286,817		286,817
		450,000	450,000	
	Subtotal:	1,087,854		
Soft Cost Contingency				
	5%	163,805	102,995	60,809
Developer Fee				
		3,168,983	0	3,168,983
			0	0
	Total Development Budget:	181,242	24,105,124	0
			22,335,985	1,276,995

LIHTC EQUITY CALCULATION			
			Totals
Basis Boost:	0	6,700,796	6,700,796
Total Eligible Basis:	0	29,036,781	29,036,781
Applicable Fraction:	100%	100%	
Total Qualified Basis:	0	29,036,781	29,036,781
LIHTC Value Factor:	3.26%	3.26%	
Annual LIHTC Allocation:	0	946,599	946,599
LP Investor Interest:	99.99%	99.99%	
LIHTC Price per \$1:	\$1.040	\$1.040	
Calculated LIHTC Equity Raise:	0	9,843,645	9,843,645
Actual LIHTC Equity Raise:			9,843,645

SCHEDULE OF FORECASTED BASE-YEAR REVENUES AND EXPENSES

Project: Smathers Phase Two, LLC
 Project County: Miami Dade

FEL	355.63
UEL	83.33
Add-Ons	29.62
Capital Fixed	18.12
Total Income	486.70

RENT CALCULATIONS - SECTION 42

Income Servd	# of BRs	Unit Size in SF	Number of Units	Net Rent Based on AMI	Net Tenant Rent	Operating Subsidy	Utility Subsidy	HUD Add-Ons	Capital Fund	Pre Forma Rent	Monthly Rent	Annual Rent	Total Sqft
ACC	0	461 SF	47	237	175	181	83	30	18	437	22,875	274,500	21,667
ACC	1	585 SF	35	465	175	181	83	30	18	487	17,025	204,415	20,475
50%	0	461 SF	2	540						540	1,080	12,960	922
50%	1	585 SF	2	582						582	1,164	13,968	1,170
60%	0	461 SF	8	459						659	5,272	63,264	3,688
60%	1	585 SF	34	710						710	24,140	289,680	19,890
60%	2	864 SF	5	843						843	4,215	50,580	4,320
Totals		542 SF	133								75,781	909,368	72,132

Rev/Sqft **\$1.03** 542

ANNUAL OPERATING

	CURRENT Annual	Annual Rents / Unit
Rental Income	\$ 909,368	\$ 6,837
Miscellaneous Revenue	\$ 13,300	100
Gross Potential Income	922,668	6,937
Rent Loss		
Vacancy and Collection Loss 5%	30,133	227
Operating Subsidy Proration 10%	17,774	134
PHA Asset Management Fee 5%	3,887	67
EFFECTIVE GROSS INCOME (EGI)	865,874	6,510
General & Administrative	13,300	100
Payroll	133,000	1,000
Utilities	123,000	1,000
Marketing	13,300	100
Maintenance & repairs	39,900	300
Total Service Contracts	33,250	250
Management Fee 6.0%	51,952	391
Professional services	6,630	50
Subtotal - Controllable	424,352	3,191
Real Estate Taxes	66,905	503
Property and Liability Ins	95,100	700
Subtotal - Taxes & Insurance	160,005	1,203
Total Annual Operating Expenses & Reserves	584,357	4,394
Replacement Reserve Deposits	39,900	300
NET OPERATING INCOME (LOSS)	\$ 241,617	\$ 1,817

PERM LOAN SIZING - DSCR Ratio	
Amortization	420
Rate	5.03%
DSCR	1.15
Max Debt Service	210,102
Max Loan Amount	\$3,183,179
Loan Amount	\$2,835,000

OPERATING PRO FORMA - Smathers Phase Two, LLC																
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
	Graph	Annual	Annual	Annual	Annual	Annual	Annual									
Revenue																
Rentals Income																
Operating Subsidy	3.0%	177,737	183,064	188,561	194,218	200,045	206,046	212,228	218,594	225,152	231,907	238,864	246,030	253,411	261,013	268,844
Tenant Paid Rent	2.0%	172,200	177,366	182,687	188,166	193,813	199,627	205,616	211,784	218,136	224,682	231,422	238,365	245,516	252,882	260,468
Utility Subsidy	2.0%	82,000	84,400	86,994	89,684	92,480	95,380	97,312	100,875	103,875	106,991	110,201	113,507	116,912	120,420	124,032
HUD Additions	1.0%	29,148	30,023	30,923	31,851	32,807	33,791	34,805	35,849	36,924	38,032	39,173	40,348	41,558	42,805	44,089
Capital Fund	2.0%	17,850	18,365	18,916	19,493	20,098	20,730	21,390	22,079	22,797	23,544	24,322	25,141	25,999	26,897	27,835
Affordable Rents	2.0%	430,464	443,396	456,667	470,387	484,438	498,912	513,822	529,172	544,967	561,212	577,911	595,068	612,687	630,772	649,333
Green Potential Income	2.0%	809,325	836,649	864,748	893,680	923,531	954,316	986,052	1,018,747	1,052,402	1,087,027	1,122,622	1,159,197	1,196,754	1,235,293	1,274,816
Rent Loss																
Apartments	4.0%	30,113	31,037	31,968	32,927	33,915	34,932	35,980	37,059	37,059	38,171	39,316	40,494	41,711	42,962	44,251
Operating Subsidy/Pro-Rata	3.0%	17,774	18,307	18,866	19,452	20,064	20,705	21,376	22,079	22,815	23,584	24,386	25,221	26,089	26,991	27,928
PHA Asset Management Fee	5.0%	8,887	9,152	9,438	9,741	10,062	10,402	10,761	11,140	11,549	11,988	12,457	12,956	13,485	14,044	14,633
Total Rent Loss		56,774	58,497	60,272	62,079	63,921	65,817	67,754	69,734	71,744	73,782	75,848	77,943	80,066	82,217	
Other Revenue																
Liquidity and Lending	3.0%	3,325	3,475	3,627	3,783	3,942	4,105	4,272	4,451	4,633	4,828	5,036	5,248	5,474	5,714	
Tenant Char. Fee	2.0%	2,875	2,928	2,982	3,037	3,092	3,148	3,205	3,263	3,322	3,382	3,443	3,504	3,566	3,628	
Total Other Revenue		13,300	13,669	14,110	14,533	14,969	15,418	15,881	16,357	16,844	17,353	17,874	18,410	18,960	19,524	
Total Revenue		665,874	691,851	728,666	766,964	806,546	847,426	889,642	933,289	978,366	1,024,873	1,072,812	1,122,199	1,173,044	1,225,357	1,279,133
Expenses																
General & Administrative	4.0%	13,300	13,832	14,385	14,961	15,559	16,181	16,829	17,502	18,202	18,930	19,687	20,475	21,294	22,145	
Fairfill	4.0%	133,000	138,320	143,853	149,607	155,591	161,815	168,267	175,039	182,202	189,760	197,727	206,104	214,891	224,098	
Utilities	4.0%	133,000	138,320	143,853	149,607	155,591	161,815	168,267	175,039	182,202	189,760	197,727	206,104	214,891		
Marketing	4.0%	13,300	13,832	14,385	14,961	15,559	16,181	16,829	17,502	18,202	18,930	19,687	20,475	21,294		
Maintenance & Repairs	4.0%	39,300	41,496	43,756	46,082	48,477	50,944	53,484	56,100	58,794	61,568	64,424	67,364	70,389		
Service contracts	4.0%	33,250	34,980	36,763	38,603	40,500	42,454	44,466	46,538	48,671	50,866	53,124	55,446	57,834		
Management Fee	6.0%	53,192	55,511	57,916	60,410	62,993	65,666	68,429	71,282	74,225	77,258	80,381	83,594	86,897		
Professional services	4.0%	6,650	6,916	7,193	7,481	7,780	8,091	8,414	8,751	9,103	9,471	9,854	10,253	10,667		
Real Estate Taxes	4.0%	66,375	69,381	72,434	75,536	78,687	81,888	85,139	88,441	91,794	95,198	98,653	102,159	105,717		
Insurance	4.0%	53,192	55,511	57,916	60,410	62,993	65,666	68,429	71,282	74,225	77,258	80,381	83,594	86,897		
Total Cost of Operations		606,257	629,212	652,965	677,533	702,926	729,166	756,271	784,262	813,159	842,972	873,712	905,399	938,044	971,667	
Replacement Reserve Deposits	2.0%	39,000	41,007	43,130	45,369	47,734	50,226	52,847	55,597	58,478	61,490	64,634	67,911	71,322		
Other Revenue Deposits		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Net Operating Income		241,617	249,542	245,511	246,912	248,280	249,552	250,261	251,241	251,875	252,145	252,132	251,815	251,173	250,184	248,625
Debt Service - Hard																
Fixed Mortgage																
Interest Payments	5.0%	141,905	140,338	138,666	136,988	135,311	133,621	131,927	129,669	128,063	126,524	125,069	123,697	122,408	121,203	
Principal Payments	5.0%	30,441	32,008	33,666	35,388	37,161	38,981	40,847	42,759	44,716	46,718	48,765	50,857	52,995		
Issuer Servicing Fee		10,028	10,028	10,028	10,028	10,028	10,028	10,028	10,028	10,028	10,028	10,028	10,028	10,028		
Total		191,424	191,424	191,424	191,424	191,424	191,424	191,424	191,424	191,424	191,424	191,424	191,424	191,424		
Hard Pay Debt Service		191,424	191,424	191,424	191,424	191,424	191,424									
Total Debt Service		191,424	191,424	191,424	191,424	191,424	191,424									
Before Tax Cash Flow		50,194	52,118	53,887	55,488	56,957	58,128	59,117	59,917	60,451	60,721	60,708	60,391	59,749	58,761	57,401
Distribution Waterfall																
Deferred Developer Fee Balance		365,329	329,136	272,048	224,100	173,642	121,736	68,608	14,470	0	0	0	0	0	0	0
LP Asset Management Fee	5.0%	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Deferred Developer Fee and Interest		45,154	47,116	48,887	50,488	51,907	53,128	54,117	54,470	0	0	0	0	0	0	0
Cash Flow after Developer Fee		0	40,447	55,451	55,721	55,708	55,291	54,749	53,761	52,401						

OPERATING PROFORMA - Smathers Phase Two, LLC

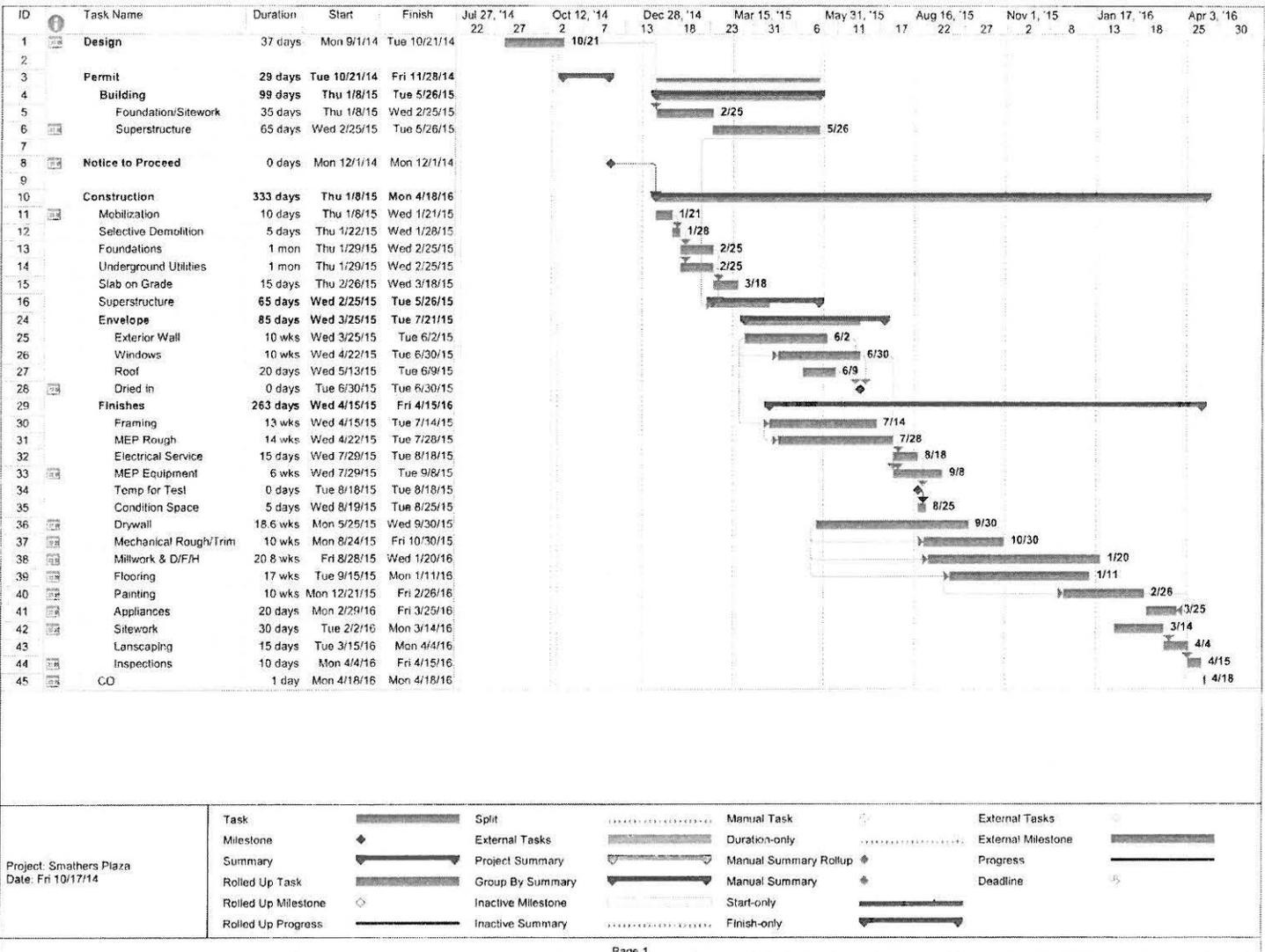
<u>Revenue</u>	<u>Growth</u>
Rental Income	
Operating Subsidy	3.0%
Tenant Paid Rent	3.0%
Utility Subsidy	3.0%
HUD Add-Ons	3.0%
Capital Fund	3.0%
Affordable Rents	3.0%
Gross Potential Income	3.0%
Rent Loss	
Apartments	5.0%
Operating Subsidy Proration	10.0%
PHA Asset Management Fee	5.0%
Total Rent Loss	
Other Revenue	
Laundry and Vending	3.0%
Tenant Charges	3.0%
Total Other Revenue	
Total Revenue	
Expenses	
General & Administrative	4.0%
Payroll	4.0%
Utilities	4.0%
Marketing	4.0%
Maintenance & repairs	4.0%
Service contracts	4.0%
Management Fee	5.0%
Professional services	4.0%
Real Estate Taxes	4.0%
Insurance	4.0%
Total Cost of Operations	
Replacement Reserve Deposits	3.0%
Other Reserve Deposits	
Net Operating Income	
Debt Service - Hard	
<u>First Mortgage</u>	<u>Rate</u>
Interest Payments	5.03%
Principal Payments	
Issuer Servicing Fee	
	Total
Hard Pay Debt Service	
<i>DSCR</i>	
Total Debt Service	
Before Tax Cash Flow	
Distribution Waterfall	
Deferred Developer Fee Balance	
LP Asset Management Fee	
Deferred Developer Fee and Interest:	
Cash Flow after Developer Fee	

Note: Scope of work, phasing, and budget are subject to change based on funding availability by mutual agreement of the parties.

Exhibit C

Development Schedule

**Phase One: TO BE DETERMINED AT A LATER DATE.
Phase Two:**



Note: Scope of work, phasing, and budget are subject to change based on funding availability by mutual agreement of the parties.

Exhibit D

Unit Mix

Smathers Phase Two – New Construction

57 Studio units
71 units - one bedroom /one bathroom
5 units - two bedrooms / one bathroom

Smathers Preservation Phase One

147 Studio units
35 units- one bedroom /one bathroom

Phase Three

TBD

Note: Scope of work, phasing, and budget are subject to change based on funding availability by mutual agreement of the parties.



Exhibit E
SUBCONTRACTOR/SUPPLIER LISTING
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)
(To be provided by Contractor on contracts of \$100,000 or above)

Firm Name of Prime Contractor/Respondent _____

FEIN # _____

Project/Contract Number _____

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders/respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The bidder/respondent who is awarded this bid/contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The bidder/respondent should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

(Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Subconsultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)							Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)								
			Gender		Race/Ethnicity					Gender		Race/Ethnicity						
			M	F	White	Black	Hispanic	Asian/Pacific Islander	American/ Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	American/ Native Alaskan	Other
Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)							Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)								
			Gender		Race/Ethnicity					Gender		Race/Ethnicity						
			M	F	White	Black	Hispanic	Asian/Pacific Islander	American/ Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	American/ Native Alaskan	Other

Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or on-line to the Small Business Development Division of the Regulatory and Economic Resources Department at <http://new.miamidade.gov/business/business-development.asp>.

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Bidder/Respondent _____

Print Name _____

Print Title _____

Date _____

Exhibit F

Applicable HUD General Conditions for Construction Contracts

Conduct of Work

1. 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 and Labor Standards- Nonroutine Maintenance*, 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 Developer shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the County against the Developer shall be subject to a written decision by the Contracting Officer.
- (d) County shall be the “Contracting Officer.” The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Developer of the date by which the decision will be made.
- (e) The Contracting Officer's decision shall be final unless the Developer (1) appeals in writing to a higher level in the County in accordance with the County'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 Developer 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.

2. Lead-Based Paint

The Developer shall comply with the requirements concerning lead-based painted contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846) as implemented by 24 C.F.R. Part 35.

3. Health, Safety, and Accident Prevention

- (a) In performing this contract, the Developer shall:
 - i. 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;
 - ii. Protect the lives, health, and safety of other persons;
 - iii. Prevent damage to property, materials, supplies, and equipment; and
 - iv. Avoid work interruptions.
- (b) For these purposes, the Developer shall:
 - i. Comply with regulations and standards issued by the Secretary of Labor at 29 C.F.R. 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
 - ii. Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.
- (c) The Developer 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 C.F.R. Part 1904.
- (d) The Contracting Officer shall notify the Developer of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Developer or the Developer'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 Developer shall immediately take corrective action (unless Developer disputes the notification in accordance with Section 1). If the Developer 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 Developer 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 Developer shall be responsible for its subcontractors' compliance with the provisions of this clause. The Developer shall take such action with respect to any subcontract as Miami-Dade County (the "County"), the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

4. Royalties and Patents

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

5. Clean Air and Water

The contactor shall comply with the Clean Air Act, as amended, 42 U.S.C. § 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.

6. Energy Efficiency

The Developer 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.

7. Subcontracts

- (a) Definitions. As used in this contract:
 - i. "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.
 - ii. "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Developer or another subcontractor.
- (b) The Developer 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 Developer 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 Developer.
- (d) The Developer 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 County or between the subcontractor and HUD.

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

The Developer 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.

9. Equal Employment Opportunity.

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

- (a) The Developer shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex,

pregnancy, age, disability, marital status, familial status, or sexual orientation or gender identity and expression.

- (b) The Developer shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, or sexual orientation or gender identity and expression. 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 Developer 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 Developer shall, in all solicitations or advertisements for employees placed by or on behalf of the Developer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, or sexual orientation or gender identity and expression.
- (e) The Developer 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 Developer's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Developer shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Developer 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 Developer 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 Developer 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 Developer 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 Developer 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 Developer 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 Developer 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 Developer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Developer 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.

10. 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 C.F.R. Part 135 (Exhibit J), 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 C.F.R. 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 C.F.R. 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 C.F.R. 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 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. Part 135.
- (f) Noncompliance with HUD's regulations in 24 C.F.R. 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).
- (h) The contractor shall provide monthly reports indicating all new hires on the project for each week in the reporting period.

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

- (a) The Developer 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 Developer 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.

12. Examination and Retention of Developer's Records

- (a) The County, 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 Developer'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 Developer 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 County, 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.
- (d) Lunches, dinners, etc. are not acceptable reimbursable expenses.
- (e) Acceptable reimbursable expenses are defined as:
- (f) Payments to Developer shall be based on services rendered/work completed, not costs incurred for deposits/retainers.

13. 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.
 - i. 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 C.F.R. 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 Developer 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 C.F.R. § 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 C.F.R. § 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 C.F.R. § 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Developer and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- ii. 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.
- iii. If the Developer 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.

- iv. In the event the Developer, 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.
 - v. 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.
 - vi. 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 Developer 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.
 - vii. If the Developer does not make payments to a trustee or other third person, the Developer 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 Developer, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Developer 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 Developer under this contract or any other Federal contract with the same prime Developer, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Developer, 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 Developer 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 Developer, 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 Developer, disburse such amounts withheld for and on account of the Developer or subcontractor to the respective employees to whom they are due.

(c) Payrolls and basic records.

- i. Payrolls and basic records relating thereto shall be maintained by the Developer 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 C.F.R. § 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 Developer 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. Developers 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.
- ii. The Developer 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 Developer 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.)

- iii. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Developer 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:
 - (1) 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;
 - (2) 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 C.F.R. Part 3; and
 - (3) 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.
 - iv. 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.
 - v. The falsification of any of the above certifications may subject the Developer or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
 - vi. The Developer 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 Developer or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Developer, 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 C.F.R. § 5.12.
- (d) Apprentices.

- i. 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 Developer 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 Developer'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 Developer 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.
- ii. Trainees. Except as provided in 29 C.F.R. § 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 Developer 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.

- iii. 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 C.F.R. Part 30.
- (e) Compliance with Copeland Act requirements. The Developer shall comply with the requirements of 29 C.F.R. 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 Developer and a subcontractor as provided in 29 C.F.R. § 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 C.F.R. 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 C.F.R. Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the

Developer (or any of its subcontractors) and the County, HUD, the U.S. Department of Labor, or the employees or their representatives.

- (i) Certification of eligibility.
 - i. By entering into this contract, the Developer certifies that neither it (nor he or she) nor any person or firm who has an interest in the Developer'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 C.F.R. § 5.12(a)(1).
 - ii. 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 C.F.R. § 5.12(a)(1).
 - iii. 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.
 - i. 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.
 - ii. 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 Developer and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Developer 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.
 - iii. 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 Developer or subcontractor under any such contract or any Federal contract with the same prime Developer, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Developer, such sums as may be determined to be necessary to satisfy any liabilities of such Developer 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 Developer 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 Developer shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

14. 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 Developer or any subcontractor, with respect to employees engaged under the contract, whenever such non-Federal prevailing wage rate exceeds:
 - i. 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.

15. 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 Developer shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Developer shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Developer 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 Developer purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Developer: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

Exhibit G

Vacancy Preparation Work

(Required to prepare existing vacant Public Housing units for temporary relocations of residents affected by the work covered by this MDA)

Should the County provide vacant units to the developer for its use for temporary relocation, the developer shall provide vacancy preparation;

1. Prior to being occupied by first relocated residents.
2. Perform maintenance and/or repairs to units during temporary occupancy period.
3. Perform a final vacancy preparation of unit after final resident(s) have been relocated back and prior to turn-over back to PHCD for its use.

Developer agrees to perform vacancy preparation work in accordance with PHCD requirements that will be provided when this vacant unit option is used for temporary relocation.

Exhibit H

Summary of Key Development Team Members

Jorge M. Perez

Principal / President

Since the 1970's, Jorge M. Perez has been at the forefront of affordable housing development and the revitalization of urban communities throughout South Florida. Making his mark initially in the rehabilitation of multi-family properties in Little Havana and the HUD Section 8 programs, Mr. Perez went on to become one of the nation's leading developers of low income rental properties with financing attained through tax exempt bonds and low income housing tax credits. His attention to detail and commitment to creating quality living environments distinguished him within the marketplace.

Through his ownership in Related Affordable Housing, The Related Companies of Florida and The Related Group of Florida, Mr. Perez has developed, rehabilitated and managed over 10,000 affordable housing units in his illustrious career. Though he has been a successful developer of mixed-used and condominium developments, Mr. Perez never lost his passion to provide high quality affordable housing.

Alberto Milo, Jr.

Senior Vice President / Principal

Albert has 25 years of experience in the real estate sales and mortgage banking industry. The Urban Development Group, LLC (UDG) was founded in January of 2002 by Alberto Milo, Jr. The company's mission is to revitalize communities by creating affordable homeownership. UDG has identified several underserved markets, one of which lies within the urban core of Miami-Dade County. The underserved market consists of individuals that earn between 50% and 140% of the Miami-Dade median income. These individuals currently do not have an economically feasible homeownership opportunity within Miami's urban core.

In 2009, Albert formed RUDG, LLC (Related Urban), a joint venture with Jorge Perez and The Related Group. Since 2009 Related Urban has developed, rehabilitated and managed a number of public housing and affordable housing developments throughout Florida.

MATTHEW J. ALLEN

Executive Vice President and Chief Operating Officer

Matthew J. Allen is Executive Vice President and Chief Operating Officer. Mr. Allen, who joined the company in 1999, is responsible for overseeing the day to day operations of the company. In addition, he directly oversees the finance, human resources, marketing, legal, accounting and asset management divisions. Since 1999, he was directly responsible for raising over \$10 billion in debt and equity. Mr. Allen previously served as Senior Vice President of Atlantic Gulf Communities. Mr. Allen has over twenty three years of experience in Real Estate. He is a member of the Executive Committee and Board of Directors of the Beacon Council, Executive Council and the Board of Directors of Big Brothers Big Sisters of Greater Miami. Mr. Allen

completed his undergraduate studies at Barry University and received his Master's degree in Business Administration from Florida International University.

LUIS CASTELLON

Vice President of Development

Mr. Castellon joined the Related Group in 2006 and has overseen the development of numerous Condominium, Market Rate and Affordable Housing project. His background in Architecture gives him the knowledge and ability to take a project from the conceptual phase, through design, development and construction administration. His expertise allows him to analyze potential sites and pinpoint development opportunities through current land-use and zoning. He is responsible for the design and construction oversight of all Related Urban projects. Mr. Castellon has a Bachelor's of Architecture degree and Bachelors of Science degree from Florida Agricultural and Mechanical University.

TONY DEL POZZO

Vice President of Finance Operations

Mr. Del Pozzo has over 19 years of experience in the industry. He has procured over \$400 million in debt and equity, negotiated contracts for the sale of over \$200 million in assets and acquisition of over \$200 million in assets and worked with lenders, equity investors and buyers through all of the due diligence involved in the transactions. He is responsible for all debt and equity procurement the Affordable Housing division of The Related Group and works directly with TRG Management staff to provide property and portfolio management on over 30 assets reflecting over 7,000 residential apartment units and 500,000 square feet of retail and office. In addition, Mr. Del Pozzo is also responsible for the risk management of the company's entire portfolio. Mr. Del Pozzo is a licensed Florida real estate appraiser and holds an M.B.A. from the University of Miami.

BRETT GREEN

Senior Financial Analyst

Brett Green joined Related Urban in 2012. Mr. Green is responsible for underwriting potential multifamily development opportunities, negotiating debt and equity term sheets and closing documents, coordinating the financial and real estate closings and conducting market research. Mr. Green has participated in closing over \$200MM in debt and equity transactions for the rehabilitation or new construction of over 1,000 affordable housing units. Mr. Green holds a Bachelor's Degrees in Finance and Real Estate from the University of Central Florida.

JASON GOLDFARB

Director of Acquisitions

Jason Goldfarb joined the company in 2010 and is primarily responsible for identifying new subsidies, negotiating the acquisition of properties located in underserved markets, managing escrow deposits during the contract period and packaging and submitting applications for project

funding. Mr. Goldfarb previously served as a senior associate for 6 years with the national commercial sales brokerage Marcus and Millichap. As a sales associate, he negotiated and facilitated over \$100 million of commercial property transactions. Mr. Goldfarb began his career with Owner's Management Company in Cleveland, Ohio as an affordable housing property manager/project manager. Mr. Goldfarb holds a bachelor's degree in Business Administration from Kent State University and is licensed to sell real estate in the State of Florida.

BETTY GUTIERREZ

Relocation / Resident Services Manager

Betty Gutierrez (a/k/a Maria Beatriz Gutierrez) joined the Related Urban team in August 2012 as Relocation / Resident Services Manager overseeing all aspects regarding relocation of the elderly residents during the rehabilitation period. Ms. Gutierrez' strong constituency and affordable housing experience during 14 years on Miami-Dade County Commissioner Bruno Barreiro's staff is an asset in attending to our senior residents. She started her civic involvement in the City of Miami Beach with the Miami Design Preservation League (MDPL) which advocates for historic preservation. She served as a member of the MDPL Board of Directors for many years and as Chairperson from 1993 to 1998. Her work with MDPL led her to involvement in other community organizations and community issues. She served as Chairperson of the City of Miami Beach Hispanic Advisory Board in 1993, at a time when there was little Hispanic representation on City Boards; and as a result is one of the founders of Unidad of Miami Beach, better known as the Miami Beach Hispanic Community Center. She has served as Chairperson of the City of Miami Beach Community Development Advisory which makes Community Development Block Grant recommendations to the Miami Beach Commission, vice-president of the Miami Beach Community Development Corporation which develops affordable housing and homeownership in Miami Beach. Ms. Gutierrez also served on the Miami Beach Housing Authority Board from 2000 to 2006 and presided as Chairperson the last two years. Today, Ms. Gutierrez is a member of the City of Miami Planning, Zoning and Appeals Board. She received her Masters Degree in Public Administration from Florida International University. Betty Gutierrez is an active member of our community.

JULIANA LONDOÑO

Labor Compliance Officer

Juliana Londoño joined The Related Group in 2012 under the multi-family division where she facilitated the due diligence and construction process on various projects throughout the State of Florida. In early 2014, Ms. Londoño became part of the Related Urban team and currently manages Labor Compliance requirements such as Davis Bacon and Section 3 with our contractors and subcontractors. Prior to joining the Related family, Ms. Londoño served 4 years as Marketing Manager and Leasing Manager for the Green Development Group and oversaw the marketing campaigns and the class A residential leasing programs increasing occupancy by 75% between 2008 and 2011. Also, Ms. Londoño participated in remodeling, design and staging of commercial and residential spaces for independent clients. Ms. Londoño attended the University of Central Florida majoring on Civil Engineering and is currently pursuing a Degree in Interior Design at Miami International University of Art and Design.

LARRY LENNON

President TRG Management

Larry Lennon is the President of TRG Management, an in house full-service real estate management company. His responsibilities include directing operations and profitability. He also plays a key role in working with the development team on all new apartment developments. Mr. Lennon has over twenty years of real estate management experience. In addition to managing in excess of 120,000 units during his career, he has also built and redeveloped a number of conventional and tax-credit apartment communities. Mr. Lennon received his Bachelor's degree in Business Administration from the University of Florida and his Master's in Business Administration from the University of North Florida.

MARILYN PASCUAL

President, TRG Management Company, LLP, Affordable Division

The property management will be overseen by the Division Manager, Marilyn Pascual. She currently manages all existing affordable and public housing project for Related Urban. Marilyn has more than nineteen years experience in the management of multi-family housing communities. She re-joined TRG in April of 2010 as a Regional Manager after having served as President for the Housing Trust Management Group, Inc. for more than five years. Ms. Pascual was also a Regional Manager with Cornerstone Residential Management, Inc. and worked with TRG for five years early in her career where she quickly advanced from property manager to district manager. She has an excellent track record managing all types of apartment portfolios, but has an extensive history managing affordable housing transactions. Ms. Pascual holds a Bachelor of Science Degree in Mechanical Engineering from the University of Florida.

Exhibit I

UFAS Certification Form & HUD UFAS Accessibility Checklist

Facility Name _____
Date(s) of Review _____
Address _____ Unit/Apartment
Number _____ Telephone
Number _____ TDD/TTY Number _____
Name of Reviewer(s)

•
• **U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT**
• **OFFICE OF FAIR HOUSING & EQUAL OPPORTUNITY**
• **UFAS ACCESSIBILITY CHECKLIST**
•

NOTE:

- (1) This checklist is to be used in conjunction with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. § 40, Appendix A.
- (2) This checklist is intended for accessibility reviews of properties owned, operated and/or managed by recipients of Federal financial assistance. See Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. § 794; 24 C.F.R. Part 8. However, the properties may also be subject to the Fair Housing Act (42 U.S.C. §§ 3601-20; 24 C.F.R. Part 100); and/or the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 *et seq.*)
- (3) This checklist is not all-inclusive. Please make additions, as necessary, depending on elements reviewed at each site. Reviewer is responsible for verification of each UFAS citation; all UFAS cites [including scoping requirements] for a particular element may not be referenced on this checklist.

Required Equipment: Tape Measure; Smart Level; Door Pressure Gauge; Camera

Exterior/Common Areas:

Accessible Parking (pgs. 2-3)
Accessible Route (pgs. 4-5)
Ramps (pgs. 6-7)
Stairs (pgs. 8-9)
Signage (pg. 10)
Doors (pgs. 11-12)
Public Offices, Rec/Community Rm., Etc. (pg. 13-18)
Public Restrooms (pgs. 19-25)
Elevators/Platform Lift (pgs. 26-31)
Routes (pg. 56)
Drinking Fountains (pgs. 32-33)
Misc: Telephones/Alarms (TDD/TTY) (pgs. 34-35)

Dwelling Unit:

Accessible Parking (pgs. 36-37)
Accessible Route (pgs. 38-39)
Dwelling Unit/Interior Route (pgs. 40-52)
- Bathroom (43-47)
- Kitchen (47-52)
Dwelling Unit Common Spaces/Facilities
- Mailboxes (pg. 53)
- Laundry Facilities (pg. 54-55)
- Dumpsters/Picnic Area and Accessible

Facility Name _____
 Review _____
 Address _____
 Number _____
 Telephone _____
 Number _____
 Name of Reviewer(s) _____

Date(s) of _____
 Suite/Office _____
 TDD/TTY _____

Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
ACCESSIBLE PARKING:				
	NOTE: Upon arrival at the housing development, take a picture of the sign on the office building for identity purposes.			
	Accessible Parking Location:			
4.6.1; 4.1.1(5)(d)	Count total number of spaces; How many parking spaces are designated accessible parking spaces; How many parking spaces are designated Van-accessible ; [Note: The ADA Accessibility Standards "ADA Standards" require that one (1) in every eight (8) designated accessible parking spaces is designated as "van accessible."]	_____ _____ _____ _____ _____		
4.6.2; 4.6.3; Fig. 9	Designated accessible parking spaces should be located closest to the nearest accessible entrance, on an accessible route;			
4.6; Fig. 9;	Parking space should be at least 96" wide; Access aisle should be adjacent to parking space and at least 60" wide (note: two designated accessible parking spaces may share a common access aisle); Exception: the access aisle for a designated van parking space should be at least 96" wide and should be designated with a sign stating that it is "van accessible,"	_____ _____ _____		
4.6.3;	Slope and cross-slope of parking space & access aisle shall be level with surface slopes not exceeding 2% in all directions;			
4.6.4; 4.30.5; 4.1.1(7);	Signage: Parking spaces designated as reserved for persons with disabilities shall be identified by signage depicting	_____ _____		

Citation	EXTERIOR/Common Areas ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
ACCESSIBLE PARKING:				
	the International Symbol of Accessibility; Signage shall be mounted at a height not obscured by a parked vehicle;	<hr/>		
4.7.4; 4.5.1; 4.3.6;	Surface is firm, stable and slip-resistant;			
4.7.2; 4.8.2; 4.7.3; 4.7.4; 4.5.1; 4.7.5; Figs. 12 & 13	Curb Ramps: Slope does not exceed 8.33%; At least 36" wide, excluding flared sides; Surface is firm, stable and slip- resistant; If no handrails, flared sides have a slope no greater than 10%;	<hr/> <hr/> <hr/> <hr/>		

Facility Name _____
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Date(s) of _____
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Citation	EXTERIOR/Common Areas ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
ACCESSIBLE ROUTE:				
	Accessible Route Location:			
4.3.3; Fig. 7; 4.3.4;	Minimum clear width shall be 36" (except at doors); Passing Space: If accessible route is less than 60" clear width, then passing spaces at least 60" x 60" shall be located at reasonable intervals not to exceed every 200 feet;	_____ _____ _____		
4.5.1; 4.3.8; 4.5.2;	Surface: firm, stable and slip-resistant; Changes in level between 1/4" – 1/2" shall be beveled; Changes in level greater than 1/2" shall be accomplished by means of a ramp;	_____ _____ _____		
4.4.1; 4.4.2; Fig. 8(a); Fig. 8(b);	Protruding Objects: Objects protruding from walls with their leading edges between 27"-80" above the finished floor (AFF) shall protrude no more than 4" into walks, halls, corridors, passageways or aisles (Fig. 8(a)); Objects mounted with their leading edges at or below 27" AFF may protrude any amount; Head Room: Walks, halls, corridors, passageways, aisles or other circulation spaces shall have 80" minimum clear head room;	_____ _____ _____ _____ _____ _____		
4.3.7; See 4.8	Slope of route may not exceed 5%; if slope is greater than 5%; it is a "ramp"			
4.3.7;	Cross-slope of route may not exceed 2%;			
4.5.4; Fig. 8(g); Fig. 8(h);	Grates set in the direction of the route should be no greater than 1/2" wide; If gratings have elongated openings, then they shall be placed so that the long dimension is perpendicular to the dominant direction of travel;	_____ _____		
4.3.2(1);	At least one accessible route, <i>within</i> the boundary of the site, shall be			

Citation	EXTERIOR/Common Areas ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
ACCESSIBLE ROUTE:				
	provided from public transportation stops, parking, street and/or sidewalks to the accessible building entrance they serve;			
4.7.2; 4.8.2; 4.7.3; 4.7.4; 4.5.1; 4.7.5; Figs. 12 & 13	Curb Ramps: Slope does not exceed 8.33%; At least 36" wide, excluding flared sides; Surface is firm, stable and slip-resistant; If no handrails, flared sides have a slope no greater than 10%;	<hr/> <hr/> <hr/> <hr/>		

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Citation	EXTERIOR/COMMON AREAS ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
RAMPS:				
	Ramp Location:			
4.8.3;	Ramp is at least 36" wide and rises no more than 30";			
4.8.2;	Slope of ramp is no greater than 8.33%;			
4.8.6;	Cross-slope of ramp [slope of ramp that is perpendicular to the direction of travel] is no greater than 2%;			
4.5.1;	Ramp surface is firm, stable and slip-resistant;			
4.8.4;	Landing at top and bottom of ramp: Should be level and at least as wide as ramp and a minimum of 60" in length; Level landings should also occur at each turn (switchback) of the ramp; If ramps change direction at landings, the minimum landing size shall be 60" x 60"			
4.8.5; 4.8.7; Fig. 17	If ramp rise is greater than 6" or has a horizontal projection greater than 72", then handrails are required on both sides; Ramps and landings with drop-offs shall have curbs, walls, railings or projecting surfaces that prevent people from slipping off the ramp; Curbs shall be a minimum of 2" high;			
4.8.8;	Ramp should not be designed so that water will accumulate on walking surface;			
4.26.2; 4.8.5; 4.8.5(5); 4.8.5(7);	Handrails: Diameter of gripping surface is between 1 1/4" to 1 1/2"; Clear space between the handrail and the wall shall be 1 1/2";			

Citation	EXTERIOR/Common Areas ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
RAMPS:				
	<p>If handrails are not continuous, they shall extend at least 12" beyond the top and bottom of the ramp segment and, ends of handrails shall be either rounded or returned smoothly to the floor, wall or post;</p> <p>Top of handrail gripping surface shall be mounted between 30" and 34" above the ramp surfaces;</p> <p>Handrails shall be solidly anchored with fittings that do not rotate;</p>	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>		

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Review _____
Address _____
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Number _____
Name of _____
Reviewer(s) _____

Date(s) of _____
Suite/Office _____
TDD/TTY _____

Citation	EXTERIOR/Common Areas ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
STAIRS:				
	Stairs Location:			
4.9.2; Fig. 18(a)	Treads & Risers: On any given flight of stairs, all steps shall have uniform riser heights and uniform tread widths; Stair Treads: shall be no less than 11" wide, measured from riser to riser; Open risers are not permitted on accessible routes;	_____ _____ _____ _____		
4.9.3; Fig. 18	Nosings: The undersides of nosings shall not be abrupt; Nosings shall project no more than 1/2" (Fig. 18)	_____		
4.9.6;	Stairs – Outdoor Conditions: Outdoor stairs and their approaches shall be designed so that water will not accumulate on walking surfaces;			

Citation	EXTERIOR/Common Areas ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
STAIRS:				
<p>See 4.26; 4.9.4; 4.9.4(1); Fig. 19(a) and 19(b); 4.9.4(2); Fig. 19(c); and (d); See 4.4 4.9.4(3); 4.9.4(4); 4.9.4(5); 4.9.4(6); 4.9.4(7);</p>	<p>Handrails: Stairways shall have handrails at both sides of all stairs;</p> <p>Handrails shall have the following features:</p> <p>(1) Handrails shall be continuous along both sides of stairs; the inside handrail on switchback or dogleg stairs shall always be continuous (Fig. 19(a) and (b));</p> <p>(2) If handrails are not continuous, they shall extend at least 12" beyond the top riser and at least 12" plus the width of one tread beyond the bottom riser. At the top, the extension shall be parallel with the floor or ground surface. At the bottom, the handrail shall continue to slope for a distance of the width of one tread from the bottom riser; the remainder of the extension shall be horizontal;</p> <p>(3) Clear space between the handrails and wall shall be 1 1/2";</p> <p>(4) Gripping surfaces shall be uninterrupted by newel posts, other construction elements or obstructions;</p> <p>(5) Top of handrail gripping surface shall be mounted between 30" – 34" above stair nosings;</p> <p>(6) Ends of handrails shall be either rounded or returned smoothly to floor, wall or post;</p> <p>(7) Handrails shall not rotate within their fittings;</p>			

Facility Name _____
Review _____
Address _____
Number _____
Telephone _____
Number _____
Name of Reviewer(s) _____

Date(s) of _____
Suite/Office _____
TDD/TTY _____

Citation	EXTERIOR/Common Areas Accessible Elements	Measurements/Comments	N/C Finding *	Picture No. **
SIGNAGE:				
	Signage Location:			
4.1.2(15); 4.30.4; 4.30.3; 4.30.6;	<p>Signage designating permanent rooms and spaces [including entrances/exits, elevators, restrooms and room numbers] must:</p> <p>(1) have raised characters and pictorial system signs;</p> <p>(2) characters and background of signs shall be eggshell, matte or other non-glare finish; characters and symbols shall contrast with their backgrounds;</p> <p>(3) mounting location: signage must be mounted between 54"-66" above the finished floor (AFF) to the centerline of the sign; mounted on the wall adjacent to the latch side of the door;</p>			
4.1.1(7); 4.30;	<ul style="list-style-type: none"> • Elements & spaces of accessible facilities which shall be identified by the International Symbol of Accessibility are: <p>(1) Parking spaces designed as reserved for disabled persons;</p> <p>(2) Passenger loading zones;</p> <p>(3) Accessible entrances; and</p> <p>(4) Accessible toilet and bathing facilities;</p>			

Facility Name _____ Date(s) of Review _____
 Address _____ Suite/Office _____
 Number _____ TDD/TTY _____
 Telephone _____
 Number _____
 Name of Reviewer(s) _____

Citation	EXTERIOR/Common Areas Accessible Elements	Measurements/Comments	N/C Finding *	Picture No. **
DOORS:				
	Door Location:			
4.13.2;	Accessible doors are standard single or double-leaf hinged doors, not revolving doors or turnstiles;			
4.13.6; Fig. 25(a);	Maneuvering Space at Door varies depending on the type of door and how			

Citation	EXTERIOR/Common Areas Accessible Elements	Measurements/Comments	N/C Finding *	Picture No. **
DOORS:				
	No greater than 3/4" in height (with a beveled edge) at exterior sliding doors; Raised thresholds and floor level changes at accessible doorways shall be beveled;	_____ _____ _____		

Facility Name _____ Date(s) of Review _____
 Address _____ Suite/Office _____
 Number _____ Telephone _____ TDD/TTY _____
 Name of Reviewer(s) _____

Citation	EXTERIOR/Common Areas Accessible Elements	Measurements/Comments	N/C Finding *	Picture No. **
PUBLIC OFFICES/MTG ROOMS/REC. ROOMS, ETC.:				
	Location of Public Offices, Etc.:			
4.3;	Located on an accessible route;			
4.3.3;	Minimum 36" clear, accessible route;			
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c); Fig. 25(d); Fig. 25(e); Fig. 25(f);	Maneuvering Space at Door varies depending on the type of door and how one approaches it for entry (See Fig. 25); <u>For most swinging doors</u> For Front Approach; on the pull side , 18" is needed to the latch side of the door; on the push side ; 12" is needed to the latch side of the door if door has a closer & latch; For Side Approach , refer to 25(b) and (c); For Sliding and Folding Doors , refer to Fig. 25(d), (e) and (f);	_____ _____ _____ _____ _____ _____ _____ _____		
4.13.5; Fig. 24;	Door Width: a clear opening width of at least 32" with the door open 90 degrees, measured between the face of the door and the opposite stop;			

Citation	EXTERIOR/Common Areas ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
PUBLIC OFFICES/MTG ROOMS/REC. ROOMS, ETC.:				
4.13.8; See 4.5.2;	<p>Thresholds: No greater than ½” in height with a beveled edge (except exterior sliding doors);</p> <p>No greater than ¾” in height (with a beveled edge) at exterior sliding doors;</p> <p>Raised thresholds and floor level changes at accessible doorways shall be beveled;</p>	<hr/> <hr/> <hr/> <hr/> <hr/>		
4.13.11;	<p>Door Opening Force: maximum opening force for interior doors is 5 pounds;</p> <p>NOTE: UFAS presently has no opening force requirement for exterior doors;</p>	<hr/> <hr/> <hr/>		
4.13.9; 4.13.11;	<p>Door Hardware: Must be lever or push/pull type that does not require tight grasping, twisting or pinching of the wrist to operate, and can be operated with one hand;</p> <p>Must be mounted no higher than 48” above the finished floor (AFF);</p>	<hr/> <hr/> <hr/>		
4.29.3;	<p>Tactile Warnings on Doors to Hazardous Areas: Doors that lead to areas that might prove dangerous to a blind person (i.e., loading platforms, boiler rooms) shall be made identifiable to the touch by a textured surface on the door handle, knob, pull or other operating hardware;</p>			
See 7.2; 4.32.4;	<p>Business/Transactional Counter: (1) Where service counters exceeding 36” in height are provided, an auxiliary counter (in close proximity to the main counter), or a portion of the main counter, shall be provided with a maximum height of between 28” to 34” AFF; or,</p> <p>(2) An equivalent facilitation such as folding shelf or separate desk is to be provided;</p>	<hr/> <hr/> <hr/> <hr/>		
	OFFICE/MEETING ROOM/REC ROOM #2			

Citation	EXTERIOR/Common Areas ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
PUBLIC OFFICES/MTG ROOMS/REC. ROOMS, ETC.:				
4.3;	Located on an accessible route;			
4.3.3;	Minimum 36" clear, accessible route;			
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c); Fig. 25(d); Fig. 25(e); Fig. 25(f);	<p>Maneuvering Space at Door varies depending on the type of door and how one approaches it for entry (See Fig. 25);</p> <p>For most swinging doors For Front Approach; on the pull side, 18" is needed to the latch side of the door;</p> <p>on the push side; 12" is needed to the latch side of the door if door has a closer & latch;</p> <p>For Side Approach, refer to 25(b) and (c); For Sliding and Folding Doors, refer to Fig. 25(d), (e) and (f);</p>			
4.13.5; Fig. 24;	Door Width: a clear opening width of at least 32" with the door open 90 degrees, measured between the face of the door and the opposite stop;			
4.13.8; See 4.5.2;	<p>Thresholds: No greater than 1/2" in height with a beveled edge (except exterior sliding doors);</p> <p>No greater than 3/4" in height (with a beveled edge) at exterior sliding doors;</p> <p>Raised thresholds and floor level changes at accessible doorways shall be beveled;</p>			
4.13.11;	<p>Door Opening Force: maximum opening force for interior doors is 5 pounds;</p> <p>NOTE: UFAS presently has no opening force requirement for exterior doors;</p>			
4.13.9; 4.13.11;	<p>Door Hardware: Must be lever or push/pull type that does not require tight grasping, twisting or pinching of the wrist to operate, and can be operated with one hand;</p> <p>Must be mounted no higher than 48" above the finished floor (AFF);</p>			
4.29.3;	<p>Tactile Warnings on Doors to Hazardous Areas: Doors that lead to areas that might prove</p>			

Citation	EXTERIOR/Common Areas ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
<i>PUBLIC OFFICES/MTG ROOMS/REC. ROOMS, ETC.:</i>				
	<p>does not require tight grasping, twisting or pinching of the wrist to operate, and can be operated with one hand;</p> <p>Must be mounted no higher than 48" above the finished floor (AFF);</p>	<hr/> <hr/> <hr/>		
4.29.3;	<p>Tactile Warnings on Doors to Hazardous Areas: Doors that lead to areas that might prove dangerous to a blind person (i.e., loading platforms, boiler rooms) shall be made identifiable to the touch by a textured surface on the door handle, knob, pull or other operating hardware;</p>			

Citation	EXTERIOR/Common Areas ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
PUBLIC RESTROOMS:				
	<p>If double doors are used, at least one door must comply with the above;</p> <p>Doors shall not swing into the CFS required for any fixture;</p>	<hr/> <hr/> <hr/> <hr/>		
4.13.9;	<p>Door Hardware: Must be lever or push/pull type that does not require tight grasping, twisting or pinching of the wrist to operate, and can be operated with one hand;</p> <p>Must be mounted no higher than 48" above the finished floor (AFF);</p>	<hr/> <hr/> <hr/> <hr/>		
4.29.3;	<p>Tactile Warnings on Doors to Hazardous Areas: Doors that lead to areas that might prove dangerous to a blind person (i.e., loading platforms, boiler rooms) shall be made identifiable to the touch by a textured surface on the door handle, knob, pull or other operating hardware;</p> <p>Public Restroom Location</p>	<p>Ladies Men</p>		
4.13.11;	<p>Door Opening Force: Maximum force for pushing or pulling open an interior door shall be no greater than 5 pounds;</p>			
4.13.8; See 4.5.2;	<p>Thresholds: No greater than ½" in height with a beveled edge (except exterior sliding doors);</p> <p>No greater than ¾" in height (with a beveled edge) at exterior sliding doors;</p> <p>Raised thresholds and floor level changes at accessible doorways shall be beveled;</p>	<hr/> <hr/> <hr/> <hr/>		
4.17.5; 4.13; 4.17.3; Fig. 30(a); 4.16.4; Fig. 29; 4.17.6; Figs. 30 A/b/c/d 4.26.2; 4.16.5;	<p>ONLY FOR Toilet IN STALL:</p> <p>Toilet Stall opening should be at least 32" wide;</p> <p>Stall Dimensions: If toilet is wall-mounted, is stall (facing toilet) at least 56" deep x 60" wide? If toilet is floor-mounted, is stall (facing toilet) at least 59" deep x 60" wide?</p> <p>Grab Bars (GBs) are required on back</p>	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>		

Citation	EXTERIOR/Common Areas ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
PUBLIC RESTROOMS:				
	<p>and side of toilet: Back: At least 36" long, starting no more than 6" from side wall; Side: At least 40" long, starting no more than 12" from back wall;</p> <p>Centerline of GBs mounted between 33"-36" AFF;</p> <p>Public Restroom Location</p> <p>GBs between 1 ¼" to 1 ½" diameter; mounted at 1 ½" from wall;</p> <p>Toilet Flush Control mounted: No higher than 44" AFF; On wide side of toilet area;</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p style="text-align: center;">Ladies</p> <p style="text-align: center;">Men</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>		
4.23.3; 4.16; Fig. 28; 4.16.4; Fig. 29; 4.26.2; 4.16.5; 4.17.3; 4.17.6; Fig. 30 a/b/c/d	<p>ONLY FOR Toilet NOT IN STALL –</p> <p>For Toilet CFS refer to Fig. 28;</p> <p>Grab Bars (GBs) are required on back and side of toilet; Back: At least 36" long w/ one end mounted at least 12" from centerline of toilet; Side: At least 42" long w/ front end a minimum 54" from back wall;</p> <p>Centerline of GBs mounted between 33" – 36" AFF;</p> <p>GBs between 1 ¼" to 1 ½" diameter;</p> <p>GBs mounted at 1 ½" from wall;</p> <p>Toilet Flush Control mounted: No higher than 44" AFF; On wide side of toilet area;</p>	<p>_____</p>		
4.16.3; Fig. 28 & 29;	<p>Restroom Location:</p> <p>Toilets (Whether in Stall or Not): Seats measured between 17" to 19" AFF to top of seat;</p> <p>Toilet mounted at exactly 18" from center of toilet to closest side wall;</p>	<p style="text-align: center;">Ladies</p> <p style="text-align: center;">Men</p> <p>_____</p> <p>_____</p> <p>_____</p>		
4.16.6; Fig. 29(b);	<p>Toilet Paper Dispenser: Mounted within reach and a minimum 19" AFF to the centerline of the toilet paper;</p>	<p>_____</p> <p>_____</p> <p>_____</p>		

Citation	EXTERIOR/Common Areas ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
PUBLIC RESTROOMS:				
	Allows continuous paper delivery;			
4.18.2; 4.18.3; 4.27.4; 4.18.4;	Urinals: Elongated rim no more than 17" AFF; CFS is 30" x 48" for forward approach; Flush Controls: Mounted no more than 44" AFF; Automatic or operable w/ one hand without tight grasping, pinching, or twisting of the wrist;	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>		
4.19.2; 4.19.3; 4.19.4; Fig. 31; Fig. 32;	Lavatory [sink]: With the rim or counter surface mounted at a maximum height of 34" AFF; Minimum 29" clearance AFF to the bottom of the apron of sink; Clear floor space (CFS) of at least 30" wide x 48" deep in front of lavatory; CFS can adjoin or overlap an accessible route and can extend a max. 19" underneath the lavatory; Drain and hot water pipes insulated;	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> Ladies Men <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>		
4.19.5; 4.27.4;	Faucet Controls: Hand-operated or automatic; Do not require tight gripping, pinching or twisting of the wrist to operate;	<hr/> <hr/> <hr/> <hr/>		
4.22.6; 4.19.6;	Mirrors: Mounted with bottom edge of the reflecting surface no greater than 40" AFF;	<hr/> <hr/> <hr/> <hr/>		
4.22.7; 4.27; 4.2.5; 4.2.6;	Dispensers/Other Elements: Clear floor space of 30" x 48" to allow forward or parallel approach to: Paper Towels; Trash Receptacle; Coat Hooks; Feminine Hygiene; Etc.	<hr/>		

Citation	EXTERIOR/Common Areas ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
ELEVATOR/PLATFORM LIFT:				
	Visual elements must be at least 2 ½" in the smallest dimension;			
4.10.5; 4.30; Fig. 20;	<p>Raised Characters on Hoistway Entrances: All elevator hoistway entrances shall have <i>raised</i> floor designations provided on both jambs;</p> <p>The centerline of the characters shall be 60" from the floor;</p> <p>The characters shall be 2" high;</p>	<hr/> <hr/> <hr/> <hr/>		
4.10.6; Fig. 20;	<p>Door Protective & Reopening Device: Elevator doors shall open and close automatically;</p> <p>Elevator doors shall be provided with a reopening device that will stop and reopen a car door and hoistway door automatically if the door becomes obstructed by an object or person;</p>	<hr/> <hr/> <hr/>		
4.10.8;	<p>Door Delay for Car Calls: The minimum time for elevator doors to remain fully open in response to a car call shall be 3 seconds;</p>			
See 4.10.9; Fig. 22	<p>Floor Plan of Elevator Cars: Elevator floor areas shall provide space for wheelchair users to enter the car, maneuver within reach of controls and exit from the car;</p> <p>Acceptable door opening and inside dimensions shall be as shown in Fig. 22;</p> <p>Clearance between the car platform sill and the edge of any hoistway landing shall be no greater than 1 ¼";</p>	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>		
See 4.10.10; 4.5;	<p>Elevator Floor Surfaces: Elevator floor surfaces shall be firm, stable and slip-resistant;</p>			
4.10.12(3); 4.10.12(4); Fig. 23	<p>Elevator Call Buttons (Inside Elevator): Height: All floor buttons shall be no higher than 48", unless there is a substantial increase in cost, in which case the maximum mounting height may be increased to 54" above the floor;</p>	<hr/> <hr/> <hr/> <hr/> <hr/>		

Facility Name _____
 Review _____
 Address _____
 Number _____
 Telephone _____
 Number _____
 Name of Reviewer(s) _____

Date(s) of _____
 Suite/Office _____
 TDD/TTY _____

Citation	EXTERIOR/Common Areas Accessible Elements	Measurements/Comments	N/C Finding *	Picture No. **
DRINKING FOUNTAINS/WATER COOLERS:				
	Drinking Fountain Location:			
4.15.5(2); 4.15.5(1); Fig. 27;	<p>Free-standing or built-in units shall have a clear floor space (CFS) at least 30" wide x 48" deep to allow a parallel approach;</p> <p>Wall- and post-mounted units shall have a clear knee space between bottom of apron to the floor at least: 27" high; And, a clear knee space of: 30" wide; and 17" to 19" deep to wall;</p>	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>		
4.15.2;	<p>Spout Height: Shall be no higher than 36", measured from the floor or ground surface to the spout outlet;</p>			
4.15.3;	<p>Spout Location: Shall be at front of the unit and shall direct water flow in a trajectory that is parallel or nearly parallel to the front of the unit;</p> <p>Spout shall provide a flow of water at least 4" high so as to allow insertion of cup or glass under flow of water;</p>	<hr/> <hr/> <hr/> <hr/>		
4.15.4; 4.27.4;	<p>Controls: Shall be front-mounted or side-mounted near the front edge; Shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist;</p>	<hr/> <hr/> <hr/>		
4.4.1; Fig. 8(a); Fig. 8(b);	<p>Protruding Objects: Objects, like drinking fountains, protruding from walls with their leading edges between 27" – 80" AFF shall protrude no more than 4" into walks, halls, corridors, passageways or aisles;</p> <p>Objects mounted with their leading edges at or below 27" AFF may</p>	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>		

Citation	EXTERIOR/Common Areas ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
<i>DRINKING FOUNTAINS/WATER COOLERS:</i>				
	protrude any amount;			

Facility Name _____
 Review _____
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 Telephone _____
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 Suite/Office _____
 TDD/TTY _____

Citation	EXTERIOR/Common Areas Accessible Elements	Measurements/Comments	N/C Finding *	Picture No. **
MISCELLANEOUS:				
	Misc. Location:			
4.1.2(16);	Telephones: At least one accessible telephone must be provided at each bank of telephones;			
4.31.2;	Clear Floor/Ground Space must be 30" x 48" to allow either forward or parallel approach;			
4.31.3; 4.2.5; 4.2.6;	Telephone Mount Height: The highest operable part of phone shall be no higher than: 48" for forward approach; 54" for parallel approach;	_____ _____ _____		
4.1.2(16)(b); 4.31.5;	Telephone Volume Control: At least one public telephone must be equipped with volume control;			
4.31.8;	Telephone Cord Length: The cord from the telephone to the handset shall be a minimum of 29" long;			
4.31.7; 4.2.5; 4.2.6;	Telephone Books: If provided, the highest operable part of the phone book shall be no higher than: 48" for forward approach; 54" for parallel approach;	_____ _____ _____		
4.4.1; Fig. 8(a); Fig. 8(b); 4.31.5;	Protruding Objects: Objects, like telephone, drinking fountains, etc., protruding from walls with their leading edges between 27" – 80" AFF shall protrude no more than 4" into walks, halls, corridors, passageways or aisles; Objects mounted with their leading edges at or below 27" AFF may	_____ _____ _____		

Citation	EXTERIOR/Common Areas ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
MISCELLANEOUS:				
	protrude any amount;			
4.33.7;	Assistive Listening Systems (public meeting rooms); Assistive Listening System provided? If so, what type(s)? How are these made available?	_____ _____		
Sec. 504 24 CFR Part 8.6;	Effective Communication: (1) Provision of qualified sign language interpreters; (2) Provision of documents in an alternate format for individuals with visual disabilities, i.e., Braille, large font, audiocassette, etc. Check for “ Effective Communication Policy ” Inquire about effective communication for: a. applicants; b. residents; c. members of the public;	_____ _____ _____ _____ _____ _____		

Facility Name _____ **Date(s) of**
Review _____ **Suite/Office**
Address _____ **TDD/TTY**
Number _____
Telephone _____
Number _____
Name of _____
Reviewer(s) _____

Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
ACCESSIBLE PARKING:				
	Accessible Parking Location:			
4.6.1; 4.1.1(5)(d);	Where parking is provided for all residents, one accessible parking space shall be provided for each accessible unit;			
4.6.2; 4.6.3; Fig. 9;	Designated accessible parking spaces should be located closest to the nearest accessible entrance, on an accessible route;			
4.6; Fig. 9;	Parking space should be at least 96” wide; Access aisle should be adjacent to parking space and at least 60” wide	_____ _____ _____		

Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
ACCESSIBLE PARKING:				
	<p>(note: two designated accessible parking spaces may share a common access aisle);</p> <p>Exception: the access aisle for a designated van parking space should be at least 96" wide and should be designated with a sign stating that it is "van accessible";</p>	<hr/> <hr/>		
4.6.3;	Slope and cross-slope of parking space & access aisle shall be level with surface slopes not exceeding 2% in all directions;			
4.6.4; 4.30.5; 4.1.1(7);	<p>Signage:</p> <p>Parking spaces designated as reserved for persons with disabilities shall be identified by signage depicting the International Symbol of Accessibility;</p> <p>Signage shall be mounted at a height not obscured by a parked vehicle;</p>	<hr/>		
4.7.4; 4.5.1; 4.3.6;	Surface is firm, stable and slip-resistant;			
4.7.2; 4.8.2; 4.7.3; 4.7.4; 4.5.1; 4.7.5; Figs. 12 & 13	<p>Curb Ramps:</p> <p>Slope does not exceed 8.33%;</p> <p>At least 36" wide, excluding flared sides;</p> <p>Surface is firm, stable and slip-resistant;</p> <p>If no handrails, flared sides have a slope no greater than 10%;</p>	<hr/> <hr/> <hr/> <hr/>		

Facility Name _____
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 TDD/TTY _____

Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
ACCESSIBLE ROUTE:				
	Accessible Route Location :			
4.3.3; Fig. 7; 4.3.4;	Minimum clear width shall be 36" (except at doors); Passing Space: If accessible route is less than 60" clear width, then passing spaces at least 60" x 60" shall be located at reasonable intervals not to exceed every 200 feet;	_____ _____ _____		
4.5.1; 4.3.8; 4.5.2;	Surface: firm, stable and slip- resistant; Changes in level between 1/4" - 1/2" shall be beveled; Changes in level greater than 1/2" shall be accomplished by means of a ramp;	_____ _____ _____		
4.4.1; 4.4.2; Fig. 8(a); Fig. 8(b);	Protruding Objects: Objects protruding from walls with their leading edges between 27"- 80" above the finished floor (AFF) shall protrude no more than 4" into walks, halls, corridors, passageways or aisles (Fig. 8(a)); Objects mounted with their leading edges at or below 27" AFF may protrude any amount; Head Room: Walks, halls, corridors, passageways, aisles or other circulation spaces shall have 80" minimum clear head room;	_____ _____ _____ _____ _____ _____ _____		
4.3.7; See 4.8	Slope of route may not exceed 5%; if slope is greater than 5%; it is a "ramp"			
4.3.7;	Cross-slope of route may not exceed 2%;			
4.5.4; Fig. 8(g); Fig. 8(h);	Grates set in the direction of the route should be no greater than 1/2" wide; If gratings have elongated openings, then they shall be placed so	_____ _____		

Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
ACCESSIBLE ROUTE:				
	that the long dimension is perpendicular to the dominant direction of travel;			
4.3.2(1);	At least one accessible route, <i>within</i> the boundary of the site, shall be provided from public transportation stops, parking, street and/or sidewalks to the accessible building entrance they serve;			
4.7.2; 4.8.2; 4.7.3; 4.7.4; 4.5.1; 4.7.5; Figs. 12 & 13	Curb Ramps: Slope does not exceed 8.33%; At least 36" wide, excluding flared sides; Surface is firm, stable and slip-resistant; If no handrails, flared sides have a slope no greater than 10%;	<hr/> <hr/> <hr/> <hr/> <hr/>		

Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
DWELLING UNIT/INTERIOR ROUTE:				
	<p>Raised thresholds and floor level changes at accessible doorways shall be beveled;</p>			
<p>4.5.1; 4.3.8; 4.5.2;</p>	<p>Floor: Are floors in all accessible areas firm, stable and slip-resistant? Are changes in level between ¼” and ½” beveled with a slope no greater than 5%?</p>	<p>_____</p> <p>_____</p>		
<p>4.5.3;</p>	<p>Carpet: Is it securely attached? Is it a level, low pile type of carpet with a firm pad or no pad at all?</p>	<p>_____</p>		
BEDROOM(S)				
<p>4.13.5; 4.34.2(15);</p>	<p>Bedroom Door: Minimum width of 32” measured from the face of the door to the opposite stop with the door open 90 degrees;</p> <p>NOTE: (1) In a one-bedroom or studio unit, is the sleeping area accessible and on an accessible route; or (2) In a two or more bedroom unit, are at least 2 bedrooms accessible and on an accessible route;</p>	<p style="text-align: center;">Bedroom #1 Bedroom #2</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>		
<p>4.13.9; 4.13.11;</p>	<p>Bedroom Door Hardware: Must be lever or push/pull type that does not require tight grasping, twisting or pinching of the wrist to operate, and can be operated with one hand; Must be mounted no higher than 48” above the finished floor (AFF); Interior door pressure should not exceed 5 pounds;</p>	<p style="text-align: center;">Bedroom #1 Bedroom #2</p> <p>_____</p> <p>_____</p> <p>_____</p>		
<p>4.13.5; 4.25.2; 4.2.4; 4.25.3; 4.2.5; 4.25.4; 4.27.4;</p>	<p>Closets: Doors not requiring full user passage, such as shallow closets, may have the clear opening reduced to 20” minimum; Clear floor space of 30” wide x 48” deep in front of closet; Clothes rods a maximum of 54” from the floor, or adjustable heights;</p> <p>Door Hardware shall:</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>		

Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
DWELLING UNIT/INTERIOR ROUTE:				
	Be operable with one hand; and Not require tight grasping, pinching or twisting of the wrist;			
4.34.2(15)(d) 4.13.8	Outside Spaces: If Patios, Terraces, Balconies, Carports, Garages and other "outside spaces" are provided, UFAS requires that: <ul style="list-style-type: none"> - they be on an accessible route; - threshold at exterior sliding door shall not exceed 3/4" in height; - threshold at other types of doors shall not exceed 1/2" in height; - doorways shall have a minimum clear opening of 32" with the door open 90 degrees; 			
BATHROOMS				
4.34.5;	Located on an accessible route;			
4.13.5; Fig. 24	Doors should have a clear opening width clearance of at least 32" with the door open 90 degrees, measured between the face of the door and the opposite stop;			
4.13.9; 4.13.11;	Bathroom Door Hardware: Hardware should not require tight grasping, twisting or pinching of the wrist to operate; Hardware should be mounted no higher than 48" AFF; Door pressure should not exceed 5 pounds;			
4.34.5.2(2); Fig. 47;	Water Closet (Toilet) Toilet seat mounted 15" – 19" AFF measured to top of toilet seat; Centerline of toilet: Exactly 18" from the closest side wall;			
4.34.5.2(3); 4.26; Fig. 29;	Toilet Grab Bars (GBs): Back Wall: GBs mounted 33" to 36" AFF; GBs minimum 36" in length; GBs measuring at least 12" from the centerline of the toilet in each direction ; Side Wall: GBs mounted 33" to 36" AFF;			

Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
DWELLING UNIT/INTERIOR ROUTE:				
	GBs minimum 42" in length; GBs beginning 12" from back wall; GBs should be mounted exactly 1 ½" from wall; GBs should have diameter between 1 ¼" to 1 ½";	<hr/> <hr/> <hr/> <hr/>		
4.34.5.2(4); Fig. 47(b);	Toilet Paper Dispenser: Highest operable part located within reach at a minimum of 19" AFF;			
4.19; 4.19.2; 4.19.4; 4.22.6; 4.34.5.3(1); Fig. 31;	Lavatory (Sink): Mounted with rim or counter surface no greater than 34" AFF; Clearance of at least 29" from floor to bottom of apron of sink; Knee clearance shall be 8" minimum; Pipes under sink must be insulated or wrapped;	<hr/> <hr/> <hr/> <hr/>		
4.19; 4.22.6; 4.34.5.3(1); 4.27;	Lavatory (sink) controls: Operable with one hand; and does not require tight grasping, twisting or pinching of the wrist to operate;			
4.19.3; 4.23.3; Fig. 32;	Clear floor space (CFS) of at least 30" wide x 48" deep in front of lavatory; CFS can extend a maximum 19" underneath the lavatory;			
4.34.5.3(1); 4.22.6; 4.19.6;	Mirror: Mounted with bottom edge of the reflecting surface no greater than 40" AFF;			
4.34.5.3(3);	Medicine Cabinet: Mounted w/ bottom edge of usable shelf no greater than 44" AFF;			
4.20.2 & Fig. 33; Fig. 34; 4.34.5.4;	Bathtubs: CFS in front of bathtub is: (1) 30" x 60" w/ seat in tub; or (2) 48" x 60" w/ seat in tub; or (3) 30" x 75" w/ seat at head of tub;	<hr/> <hr/> <hr/>		
4.34.5.4(5);	Tub Shower Spray Unit: Fixed unit at various heights or hand-held w/ hose at least 60" long;			

Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
DWELLING UNIT/INTERIOR ROUTE:				
4.34.5.4(4); 4.27.4; Fig. 34;	<p>Controls: Operable w/ one hand and not require tight grasping or twisting of the wrist; Controls shall be located on wall opposite seat;</p>			
4.34.5.4(3); Fig. 48; Fig. 34; 4.26;	<p>Tub Grab Bar (GB) Locations:</p> <p><u>With Seat in Tub:</u> At foot of tub, GB at least 24” long w/ controls mounted below GB; Mounted between 33” – 36” AFF;</p> <p>At “back”/side of tub, two GBs (one over the other); each a min. 24” in length; Beginning no more than 12” from foot of tub, And no more than 24” from head of tub; The bottom GB is mounted 9” above the top level of tub; And the top GB is mounted between 33” - 36” AFF;</p> <p>At head of tub, GB at least 12” long; Mounted between 33” – 36” AFF;</p> <p><u>OR</u></p> <p><u>With seat at head of tub:</u> At foot of tub, GB at least 24” long w/ controls mounted below GB; Mounted between 33” – 36” AFF;</p> <p>At “back”/side of tub, two GB (one over the other); each a min. 48” in length; Beginning no more than 12” from foot of tub, And no more than 15” from head of tub; The bottom GB is mounted 9” above top level of tub; And the top GB is mounted between 33” – 36” AFF;</p>			
4.34.5.4(2);	SHOWER:			

Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
DWELLING UNIT/INTERIOR ROUTE:				
Fig. 33; Fig. 34;	GB Size and Spacing: Mounted exactly 1 1/2" from wall; Diameter between 1 1/4" to 1 1/2";			
4.21.4; 4.26; Fig. 37; Fig. 35; 4.34.5.5(3); Fig. 36;	Shower GB Locations and Sizes: <u>In 36" x 36" Unit:</u> GBs mounted between 33" – 36" above the shower floor; Back Wall: 18" long, starting at front of shower; Control Wall: No length requirement; <u>In 30" x 60" Unit:</u> GBs mounted between 33" – 36" above the shower floor; No GB length requirement for side, back and control wall;			
4.34.5.5(1); Fig. 35(a) or Fig. 35(b);	Shower Stalls: Size: 36" x 36"; or Size: 30" x 60" (fits into space required for bathtub);			
4.34.5.5(2); Fig. 35(a); Fig. 35(b); 4.26.3;	Shower Seat: Shall be provided in 36" x 36" stalls; Must be mounted 17" – 19" from the floor; and Extend the full depth of the stall; and Located on wall opposite the controls; and Mounted securely and shall not slip during use;			
4.34.5.5(5);	Shower Spray Unit: Shower spray unit with a hose at least 60" long that can be used as a fixed shower head at various heights or as a hand-held shower.			
4.34.5.5(4); Fig. 37; 4.21.5;	Shower Controls: Located between 38" – 48" above the shower stall floor; Mounted on wall opposite seat; Operable with one hand and does not require any tight grasping, pinching, or twisting of the wrist; In shower stalls 36" x 36", all controls, faucets & shower unit shall be mounted on the side wall opposite the seat;			

Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
DWELLING UNIT/INTERIOR ROUTE:				
	<p>Sink depth must be no greater than 6 ½”;</p> <p>Sink and counter area must be a minimum of 30” wide;</p> <p>Base cabinets, if provided, under sink shall be removable under the full 30” min. frontage of sink and surrounding counter.</p> <p>Finished flooring shall extend under the counter to the wall;</p>	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>		
4.34.6.7; Fig. 52;	<p>Kitchen Oven:</p> <p>Is Oven Self-Cleaning?</p> <p>If not, oven must be located adjacent to an adjustable height counter w/ a 30” minimum width clear open space below for knee space; and</p> <p>Side Opening Ovens must have a door latch next to the open counter space and a pullout shelf under the oven at least as wide as the oven and at least 10” deep;</p> <p>Oven controls shall be located on the front panel (on either side of door);</p> <p>Oven controls can be operated with one hand and not require twisting of the wrist or tight grasping;</p>	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>		
4.34.6.7; 4.27;	<p>Kitchen Range/Cook-tops:</p> <p>Controls can be used without reaching across burners;</p> <p>Controls can be operated with one hand and not require tight grasping, pinching or twisting of the wrist;</p> <p>If ovens or cook-tops have knee spaces underneath, then they shall be insulated or otherwise protected on the exposed contact surfaces to prevent burns, abrasions or electrical shock.</p>	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>		
4.34.6.8(2)(a)	<p>Kitchen Refrigerator:</p> <p>Is freezer self-defrosting?</p> <p>If not, at least 50% of the freezer of an over/under style refrigerator must be at least 54” AFF;</p>	<hr/>		
4.34.6.8;	Refrigerator Controls:			

Facility Name _____ Date(s) of
 Review _____
 Address _____ Suite/Office
 Number _____
 Telephone _____ TDD/TTY
 Number _____
 Name of
 Reviewer(s) _____

Citation	DWELLING UNIT COMMON SPACES/FACILITIES	Measurements/Comments	N/C Finding *	Picture No. **
MAILBOXES:				
	Mailbox Location :			
	NOTE: Disabled residents can request the U.S. Postal Service to accommodate their disability by assigning them a mailbox on the bottom row.			
4.3;	Located on an accessible route;			
4.2; 4.1; 4.2.5; 4.2.6;	Clear floor space (CFS) of at least 30" wide x 48" deep; (a) Front approach: mailboxes mounted no greater than 48" above the finished floor (AFF); (b) Parallel approach: mailboxes mounted no greater than 54" AFF;	_____ _____ _____		
4.27.4;	Mailbox can be opened/closed with one hand; Mailbox does not require tight grasping, pinching, or twisting of wrist;	_____ _____		
4.2.3;	If turning clearance is required to exit the mail area, the following must be provided: A 60" diameter of CFS; Or a "T" shaped space in which a 180 degree turn can be made;	_____ _____ _____		

Citation	DWELLING UNIT COMMON SPACES/FACILITIES	Measurements/Comments	N/C Finding *	Picture No. **
LAUNDRY FACILITIES:				
	doors;			
4.13.9; 4.13.11;	Accessible Door Hardware: Must be lever handle or push/pull type that does not require tight grasping, twisting or pinching of the wrist to operate, and can be opened with one hand; Must be mounted no higher than 48" AFF;	<hr/> <hr/> <hr/>		
4.34.7.2;	Minimum of one (1) front-loading washer and dryer;			
4.34.7.3; 4.27.2; 4.2.5; 4.2.6;	Minimum 30" wide x 48" deep CFS to approach machines: (a) Forward approach: highest operable part mounted no greater than 48" AFF; (b) Parallel approach: highest operable part mounted no greater than 54" AFF;	<hr/> <hr/> <hr/> <hr/>		
4.34.7.3; 4.27.4;	Machine Controls: Must be operable with one hand; Must not require tight grasping, pinching, or twisting of the wrist;	<hr/> <hr/> <hr/>		
4.2.3;	If turning clearance is required to exit/maneuver in laundry facility, 60" diameter of CFS must be provided;			

Facility Name _____
 Review _____
 Address _____
 Number _____
 Telephone _____
 Number _____
 Name of Reviewer(s) _____

Date(s) of _____
 Suite/Office _____
 TDD/TTY _____

Citation	DWELLING UNIT COMMON SPACES/FACILITIES	Measurements/Comments	N/C Finding *	Picture No. **
DUMPSTER – PICNIC AREAS – ACCESSIBLE ROUTE:				
	Dumpster – Picnic Area, Etc. Location:			
4.3.2(4); 4.3; 4.2.6;	UFAS does not have specific requirements regarding Trash Receptacles/Dumpsters, Picnic Areas or Playgrounds. However, UFAS requires that an accessible route shall connect at least one accessible entrance of each accessible dwelling unit with those exterior and interior spaces and facilities that serve the accessible dwelling unit.			
	Trash Receptacle/Dumpster: Located on accessible route; Reach range to deposit trash in receptacle/dumpster: Forward approach – maximum high reach range shall be 48” AFF; Side approach – maximum high reach range shall be 54” AFF;	_____ _____ _____ _____		
	Picnic Area: Located on an accessible route;			
	Playground: Located on an accessible route;			

Exhibit J
HUD Regulation 24 CFR 135 (Section 3)

