



REQUEST FOR PROPOSALS

FOR

**INSPECTOR(S) TO INSPECT AND APPROVE THE
DOJ INTERIOR AND EXTERIOR REPAIRS (RE-BID)
RFP No. 25-911-08**

SUBMISSION DATE: January 24, 2025

4:00 P.M. CST

PREPARED BY:

**Housing Authority of New Orleans
Procurement and Contracts Department
4100 Touro Street
New Orleans, LA 70122**

ISSUED December 20, 2024

**REQUEST FOR PROPOSALS (RFP) No. 25-911-08 Inspector(s) to Inspect and Approve the
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RFP INFORMATION AT A GLANCE

[Table No. 2]

AGENCY CONTACT PERSON	Trudy Jackson Contract Administrator Telephone: (504) 670-3448 E-mail: tjackson@hano.org
HOW TO OBTAIN THE RFP DOCUMENTS ON HANO'S WEBSITE	<ol style="list-style-type: none"> 1. Access www.hano.org. 2. Click on the "Business" tab on the blue taskbar. 3. Click on "Active Solicitations" and go to the specific solicitation. 4. If you have any problems accessing the RFP documents, please contact Procurement at tjackson@hano.org.
PRE-SUBMITTAL CONFERENCE	None
QUESTION SUBMITTAL DEADLINE	January 15, 2025, at 5:00pm CST
HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL SUBMITTAL	<ol style="list-style-type: none"> 1. As directed within Section 3.2.1 of the RFP document, submit proposed pricing, where provided for, within the RFP. 2. As instructed within Section 3.0 of the RFP document, submit four (4) copies of your "hard copy" proposal (one (1) original clearly marked or stamped "original" and three (3) copies of the required submittals) to HANO's Procurement and Contracts Department (physical address below) or an electronic submission of one (1) technical proposal (each tabbed section <u>must</u> be marked by a cover sheet) and one (1) cost proposal to HANO's e-portal (Proposal Submission Form), as further specified herein
PROPOSAL SUBMITTAL RETURN AND DEADLINE	*JANUARY 24, 2025, 4:00 PM CT Housing Authority of New Orleans Procurement and Contracts Department 4100 Touro Street New Orleans, LA 70122

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- 1.0 THE AGENCY'S RESERVATION OF RIGHTS.** The Agency reserves the right to:
- 1.1 Right to Reject, Waive, or Terminate the RFP.** Reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the Agency to be in its best interests.
 - 1.2 Right to Not Award.** Not to award a contract pursuant to this RFP.
 - 1.3 Right to Terminate.** Terminate a contract awarded pursuant to this RFP, at any time for its convenience upon ten (10) days written notice to the successful proposer(s).
 - 1.4 Right to Determine Time and Location.** Determine the days, hours, and locations that the successful proposer(s) shall provide the services called for in this RFP.
 - 1.5 Right to Retain Proposals.** Retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of HANO's Contracting Officer (CO).
 - 1.6 Right to Negotiate.** Negotiate the fees proposed by the proposer entity.
 - 1.7 Right to Reject Any Proposal.** Reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
 - 1.8 No Obligation to Compensate.** Have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
 - 1.9 Right to Prohibit.** At any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein.
 - 1.10 Right to Reject - Obtaining Competitive Solicitation Documents.** HANO's website and Procurement Staff are the only official and appropriate means to obtain the RFP documents (and any other information pertaining to this RFP such as addenda). Accordingly, by submitting a response to this RFP the respondent thereby affirms that he/she obtained all information on the website.
- 2.0 BACKGROUND.** The Housing Authority of New Orleans (HANO) is requesting sealed proposals to enter into a contract with a neutral inspector(s) approved by Department of Justice (DOJ) to conduct on-site inspections of the retrofits that have been performed under the consent order at the respective subject property to determine whether the retrofits have been completed in accordance with the specifications in the order and the surveyed sections retrofit plan and the un-surveyed sections retrofit agreement.

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2.1 SCOPE OF WORK

See Appendix A for Scope of Work.

3.0 PROPOSAL FORMAT.

3.1 Tabbed Proposal Submittal. The Agency intends to retain the Contractor pursuant to a “Best Value” basis, not a “Low Bid” basis (“Best Value,” in that the Agency will, as detailed within the following Section 4.0, consider factors other than just cost in making the award decision). Therefore, so that the Agency can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted within the table below. Each category must be separated by numbered index dividers (which number extends so that each tab can be located without opening the proposal) and labeled with the corresponding tab reference also noted below.

[Table No. 3]

(1) RFP Section	(2) Tab No.	(3) Description
3.1.1	1	Form of Proposal. This Form is attached hereto as Attachment A to this RFP document. This two (2) page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal. (REQUIRED)
3.1.2	2	Form HUD-5369-C (8/93), Certifications and Representations of Offerors, Non-Construction Contract. This Form is attached hereto as Attachment B to this RFP document. This form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal. (REQUIRED)
3.1.3	3	Profile of Firm Form. The Profile of Firm Form is attached hereto as Attachment C to this RFP document. This two (2) page form must be fully completed, executed, and submitted under this tab as a part of the proposal submittal. (REQUIRED)
3.1.4	4	Proposed Services. As more fully detailed within Section 2.0, <i>Scope of Work/Technical Specifications</i> , of this document, the proposer shall, at a minimum, clearly detail within the information submitted under this tab documentation showing:
3.1.4.1		<ul style="list-style-type: none"> As detailed within Section 4.1, Evaluation Factor No. 1, herein the proposer’s Cover Letter/Submission Requirements Provide a cover letter introducing the individual or firm. Include a summary of relevant experience and expertise. If printed, provide the package bound, indexed with a table of contents with numbered pages and tabs.

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3.1.4.2

1. As detailed within Section 4.2, Evaluation Factor No. 2, herein the proposer's **Background and Relevant Experience**

Provide respondent firm's full legal name, founding date, entity type, and business expertise, brief history, and ownership structure. Submit detailed information on at least three prior (3) projects that demonstrate the respondents' similar experience in performing the services outlined in the Scope of Services. Include the following:

General information:

Project description: Provide project name, address, brief description of work. Client Reference: Provide the name of the client for whom the respondents' services were performed. Provide contact name, address, phone number, and email address.

Approach to the project:

Explain tangible measures that your firm/team employed to control schedule, quality, and costs. Explain how the project demonstrates knowledge of State and Local building codes.

Types of projects experience:

Contract Value: Provide the dollar value of the contract for the services that the respondent performed and the anticipated or actual construction value of the design services. State whether U.S. Department of Housing and Urban Development standard forms & procedures were used, including experience with HUD Forms 5370 and 51000 series. State experience with public housing authorities. State experience with affordable housing other than with public housing authorities.

Describe experience producing construction documents for public bid under the Louisiana Public Bid Law and experience successfully administering construction contracts signed under Louisiana Public Bid Law regulations. Demonstrate experience with high rise apartment rehab, especially mechanical, electrical, fire alarm protection, and vertical transportation systems repairs and upgrades. Describe any unique processes or procedures within the respondent's firm that would be beneficial to HANO.

A Minimum of three (3) client references provided with contact information for verification

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3.1.4.3

2. As detailed within Section 4.3, Evaluation Factor No. 3, herein, the proposer's **Staffing and Qualifications**
 - Describe the overall staffing approach to be used in connection with this contract. Include in the description with the approach to be used to ensure that qualified and experienced staff persons are assigned to this contract. Provide resumes or curriculum vitae of each such key personnel.
 - Provide a description of the qualifications of key subcontractors anticipated to be used to complete contract work.
 - Provide evidence of capability to provide services in a timely manner; i.e. evidence of current and anticipated workload, appropriate staffing, and facilities, etc.
 - Provide a list of all applicable professional licenses, certifications, and accreditations.
 - Provide current information on the amount of professional liability insurance coverage carried by respondent's firm. Include insurance for key sub-consultants proposed. List and describe any claims within the past 5 years levied against your firm and your sub-consultants, and against key individuals within your firm and sub-consultants' firm.
 - Provide HANO with a single point of contact that can be contacted regarding all matters related to the contract.
3. **Employment and Contracting Action Plan**
 - Submit Employment, Contracting, and Training Plans. The level of participation will be evaluated through an assessment of the action plans submitted.
 - Consideration will be given to those respondents who explain the methods that will result in exceeding DBE, WBE, and Section 3 business enterprise contracting, and Section 3 resident employment and training requirements.
 - Provide data on previous levels of Section 3 Employment, Section 3 Training, as well as Section 3, DBE, WBE contracting participation on past projects.

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3.1.4.4		<p>COST PROPOSAL: Submit in a separate sealed envelope clearly identified with the words, “Confidential Fee Proposal”.</p> <p>Respondent shall submit a fee proposal on its firm’s letterhead detailing respondent’s proposed compensation structure including fee and payment schedule. To the extent possible, fees will be paid conforming to accepted standards used in the real estate industry, i.e. based upon a percentage of the sales price or net lease. Clearly indicate the required fee for each type of transaction anticipated in the scope of services, e.g. buyer or seller, lessor or lessee. Also, specify any additional fees which may be anticipated as a result of services provided by the selected firm or its affiliates. (It is not necessary to project title and other closing costs). Also, indicate a minimum fee for small transactions such as the sale of a small vacant lot. Finally, propose an hourly fee for consulting services where the task is otherwise unlikely to result in a standard real estate transaction fee, e.g. advice and market data provided to HANO during the predevelopment process for an existing site.</p>
3.1.5	5	<p>Acknowledgement of Addenda. Please check HANO’s website under “Business” and “Active Solicitations” to confirm that you have read and acknowledged in writing all addenda issued and submit your acknowledgment of each addendum on Attachment G. REQUIRED</p>
3.1.6	6	<p>Equal Employment Opportunity/Supplier Diversity. The proposer must submit under this tab a copy of its Equal Opportunity Employment Policy and a complete description of the positive steps it will take to ensure compliance, to the greatest extent feasible, with the regulations detailed within the following Section 3.6 herein pertaining to supplier diversity (i.e., small, minority-, and women-owned businesses). (REQUIRED)</p>
3.1.7	7	<p>Certification of Contractor Non-Exclusion Attachment I REQUIRED</p>
3.1.8	9	<p>Subcontractor/Joint Venture Information. The proposer shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another firm. Please remember that all information required from the proposer under the preceding tabs must also be included for any major subcontractors (10% or more) or from any joint venture. (If this does not apply, mark N/A)</p>

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3.1.9	10	Section 3 Business Preference Documentation. The proposer shall identify hereunder whether or not he/she intends to claim a Section 3 Business Concern. Attachment D
3.1.10	11	Vendor Registration Form Attachment J
3.1.11	12	Corporate Resolution Form Attachment K (REQUIRED)
3.1.12		*Optional Tabs. If no information is to be placed under any of the above noted tabs (especially the "Optional" tabs), please place a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." <u>DO NOT</u> eliminate any of the tabs.
3.1.13		Proposal Submittal Binding Method. It is preferable and recommended that the proposer bind the proposal submittals in such a manner that the Agency can, if needed, remove the binding (i.e., "spiral-type" etc.) or remove the pages from the cover (i.e., 3-ring binder; etc.) to make copies, then conveniently return the proposal submittal to its original condition.

3.2 Entry of Proposed Fees.

3.2.1 *The proposed fees shall be submitted in a separate, sealed envelope using Attachment I. Do not refer to any fees or costs within the sealed 9-tab "hard copy" proposal submittal detailed within the preceding Section 3.0 herein.*

3.2.2 **Pricing Items.** Unless otherwise stated herein, the proposed fees are all-inclusive of all related costs that the successful proposer will incur to provide the noted services, including, but not limited to: employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; travel expenses; document copying not specifically agreed to by the Agency; etc.

For the purpose of evaluation and subsequent negotiations, if required, the fee for each project position shall be broken down as follows:

[Table No. 4]

(1) RFP Section	(2) Position/Expense	(3) Description	(3) Hourly Rate	(4) Estimated # of Hours	(5) Total
3.2.1	TOTAL ESTIMATED COST	Total Estimated Cost of Project			

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- 3.3 Additional Information pertaining to the preceding listed Pricing Items.**
- 3.3.1 Quantities.** All quantities entered by the Agency herein (especially within the immediate-preceding Table No. 4 herein) are for calculating purposes only. As may be further detailed herein, the Agency does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this RFP, as the ensuing contract will be a Requirements Contract, in that the Agency shall retain one contractor only and shall retain the right to order from that contractor (successful proposer), on a task order basis, any amount of services the Agency requires.
- 3.3.2 Price Escalation.** Pertaining to the ensuing contract, there shall be **no** escalation of the proposed unit costs allowed at any time during the awarded contract except as already provided for within the preceding Table No. 4 herein).
- 3.3.3 Prior Approval Required.** Please note that the successful proposer shall NOT conduct any additional work without the prior written authorization of the Agency representative (which will occur, at the Agency's discretion, via delivery of a Task Order, which may take the form of an e-mail). Failure to abide by this directive shall release the Agency of any obligation to pay the successful proposer for any work conducted without the noted prior written authorization.
- 3.3.4 No Deposit/No Retainer.** The Agency will NOT pay any retainer fees as a result of award of the ensuing contract. This means that the Agency will pay the successful proposer for actual work performed only. Pertaining to the fixed fee Pricing Item.
- 3.4 Proposal Submission.** All pricing must be submitted in a separate, sealed enclosure and all proposals must be submitted and time-stamped received in the designated Agency office by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of one (1) original signature copy (marked "ORIGINAL") and three (3) copies (each of the three (3) separate proposal submittals shall have a cover and extending tabs) of the "hard copy" proposal submittal, shall be placed in a sealed package and addressed to:

**Housing Authority of New Orleans
Procurement and Contracts Department
Attn: Trudy Jackson, Contract Administrator
4100 Touro Street
New Orleans, Louisiana 70122**

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- 3.4.1 Exterior of Submittal Package.** The package exterior must clearly denote the above noted RFP number and must have the proposer's name and return address. Proposals received after the published deadline will not be accepted.
- 3.4.2 Submission Conditions.** DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the Agency by the proposer, such may invalidate that proposal. If, after accepting such a proposal, the Agency decides that any such entry has not changed the intent of the proposal that the Agency intended to receive, the Agency may accept the proposal and the proposal shall be considered by the Agency as if those additional marks, notations or requirements were not entered on such. By accessing and downloading these documents, each prospective proposer that does so is thereby agreeing to confirm all notices that the Agency delivers to him/her as instructed, and by submitting a proposal, the proposer is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this RFP.
- 3.4.3 Submission Responsibilities.** It shall be the responsibility of each proposer to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by the Agency, including the RFP document, the documents listed within the following Section 3.8 herein, and any addenda and required attachments submitted by the proposer. By virtue of completing, signing, and submitting the completed documents, the proposer is stating his/her agreement to comply with all conditions and requirements set forth within those documents. Written notice from the proposer not authorized in writing from HANO to exclude any of the Agency requirements contained within the documents may cause that proposer to not be considered for award.
- 3.5 Proposer's Responsibilities – Contact with the Agency.** It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFP process to the Procurement staff only. Proposers must not make inquiry or communicate with any other Agency staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement will be cause for the Agency not to consider a proposal submittal received from any proposer who may not have abided by this directive. **This provision will be strictly enforced.**
- 3.5.1 Addenda.** All questions and requests for information must be addressed in writing to **Trudy Jackson, Contract Administrator, at tjackson@hano.org** Procurement will respond to all such inquiries in writing by addendum to all prospective proposers (i.e., firms or individuals that have obtained the

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RFP Documents). Proposers must provide written acknowledgement of addenda with their submissions.

3.6 Proposer's Responsibilities – Equal Employment Opportunity and Supplier Diversity. Both the Contractor and the Agency have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

3.6.1 Within 2 CFR §200.321 it states:

3.6.1.1 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

3.6.1.2 (a) The Non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

3.6.1.3 (2) Affirmative steps must include:

3.6.1.3.1 (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

3.6.1.3.2 (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3.6.1.3.3 (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

3.6.1.3.4 (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

3.6.1.3.5 (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

3.6.1.3.6 (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

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3.6.2 Within HUD Procurement Handbook 7460.8 REV 2 it states:

3.6.2.1 Section 15.5.A, Required Efforts. Consistent with Presidential Orders 11625, 12138, and 12432, the <Agency> shall make every effort to ensure that small businesses, MBEs, WBEs, and labor surplus area businesses participate in <Agency> contracting.

3.6.2.2 Section 15.5.B, Goals. <The Agency> is encouraged to establish goals by which they can measure the effectiveness of their efforts in implementing programs in support of . . . contracting with disadvantaged firms. It is important to ensure that the means used to establish these goals do not have the effect of limiting competition and should not be used as mandatory set-aside or quota, except as may otherwise be expressly authorized in regulation or statute. Some localities have adopted minority contracting set-aside policies or geographic limitations, which may be in conflict with Federal requirements for full and open competition.

3.6.3 Within HANO's Procurement Policy it states that our Agency will:

3.6.3.1 Assistance to Small and Other Business, Required Efforts:

3.6.3.1.1 Including such firms, when qualified, on solicitation mailing lists;

3.6.3.1.2 Encouraging their participation through direct solicitation of proposals or proposals whenever they are potential sources;

3.6.3.1.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;

3.6.3.1.4 Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;

3.6.3.1.5 Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and,

3.6.3.1.6 Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

3.6.4 Requirements. Accordingly, please see Section 3.1.6 within Table No. 3

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herein which details the information pertaining to this issue that the proposer must submit in response to this proposal showing compliance, to the greatest extent feasible, with these regulations.

- 3.7 Pre-Submittal Conference.** There will be no pre-submittal conference for this project.
- 3.8 Recap of Attachments.** It is the responsibility of each proposer to verify that he/she has received the following attachments pertaining to this RFP, which are included as a part of this RFP:

[Table No. 5]

(1) RFP Section	(2) Document No.	(3) Attachment	(4) Description
3.8.1	1.0		This RFP Document
3.8.2	2.0		"No-Bid" Response Form
3.8.3	3.0	A	Form of Proposal (Required)
3.8.4	4.0	B	Form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract (Required)</i>
3.8.5	8.0	C	Profile of Firm Form (Required)
3.8.6	9.0	D	Section 3 Business Preference Form (Required)
3.8.7	10.0	E	Form HUD-5369-B (8/93), <i>Instructions to Offerors, Non-Construction (Required)</i>
3.8.8	11.0	F	<i>Supplemental Conditions for Proposers & Contractors (SIPC) (Required)</i>
3.8.9	12.0	G	Acknowledgement of Addenda (Required)
3.8.10	13.0	H	Entry of Proposed Fees (Required)
3.8.11	14.0	I	Certification of Contractor Non-Exclusion (Required)
3.8.12	15.0	J	Vendor Registration Form
3.8.13	16.0	K	Corporate Resolution Form (Required)
3.8.14	17.0	L	HUD-5370-C Section I (Required)

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4.0 PROPOSAL EVALUATION.

4.1 Evaluation Factors. The following factors will be utilized by the Agency to evaluate each proposal submittal received; award of points for each listed factor will be based upon the documentation that the proposer submits within his/her proposal submittal and on-line (specifically, the pricing submitted on-line):

[Table No. 6]

(1) Factor No.	(2) Max Point Value	(3) Factor Type	(4) Factor Description	(5) Also, Reference RFP Sections Herein
1	5 points	Subjective (Technical)	As detailed within Section 4.1, Evaluation Factor No. 1, herein the proposer's Submittal Requirements Cover Letter/Proposal Overview (Up to 5 Points) Provide a cover letter introducing the individual or firm. Include a summary of relevant experience and expertise. If printed, provide the package bound, indexed with a table of contents with numbered pages and tabs. Provide a reference contact at the current or past company including the address, phone number and email address	3.1.4.1
2	45 points	Subjective (Technical)	As detailed within Section 4.1, Evaluation Factor No. 2, herein the proposer's Background and Relevant Experience (Up to 25 Points)	3.1.4.2

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			<ul style="list-style-type: none"> • Provide respondent firm's full legal name, founding date, entity type, and business expertise, brief history, and ownership structure. • Submit detailed information on at least three (3) prior projects that demonstrate the respondent's similar experience in performing the services outlined in the Scope of Services. Include the following: <ul style="list-style-type: none"> • General information • Project description: Provide project name, address, brief description of work • Client Reference: Provide the name of the client for whom the respondents' services were performed. Provide contact name, address, phone number, and email address. • Approach to the project • Explain tangible measures that your firm/team employed to control schedule, quality, and costs. • Explain how the project demonstrates knowledge of State and Local building codes. • Types of projects experience • Contract Value: Provide the dollar value of the contract for the services that the respondent performed and the anticipated or actual construction value of the design services. • State whether U.S. Department of Housing and Urban Development standard forms & procedures were used, including experience with HUD Forms 5370 & 51000 series. • State experience with public housing authorities. • State experience with affordable housing other than with public housing authorities. • Describe experience producing construction documents for public bid under the Louisiana Public Bid Law and experience successfully administering construction contracts signed under Louisiana Public Bid Law regulations. 	
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			<ul style="list-style-type: none"> • Demonstrate experience with high rise apartment rehab, especially mechanical, electrical, fire protection, and vertical transportation systems repairs and upgrades. • Describe any unique processes or procedures within the respondent's firm that would be beneficial to HANO when handling proposed Task Orders. 	
3	25 points	Subjective (Technical)	<p>As detailed within Section 3.1.4.3-9, Evaluation Factor No. 3, herein the proposer's Staffing and Qualifications (Up to 25 Points)</p> <ul style="list-style-type: none"> • Describe the overall staffing approach to be used in connection with this contract. Include in the description with the approach to be used to ensure that qualified and experienced staff persons are assigned to this contract. Provide resumes or curriculum vitae of each such key personnel. • Provide a description of the qualifications of key subcontractors anticipated to be used to complete contract work. • Provide evidence of the capability to provide services in a timely manner, i.e. evidence of current and anticipated workload, appropriate staffing and facilities, etc. • Provide a list of all applicable professional licenses, certifications, and accreditations. • Provide current information on the amount of professional liability insurance coverage carried out by respondent's firm. Include insurance for key sub-consultants proposed. List and describe any claims within the past five (5) years levied against your firm and your sub-consultants, and against key individuals within your firm and sub-consultants' firm. <p>Provide HANO with a single point of contact that can be contacted regarding all matters related to the contract.</p>	3.1.4.3

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4	25 points	Subjective (Technical)	<p>The PROPOSED COSTS submitted by the proposer according to Section 3.2. Complete the fee proposal form(s) provided in (APPENDIX B). Respondent shall submit a fee proposal on its firm's letterhead detailing respondent's proposed compensation structure including fee and payment schedule. To the extent possible, fees will be paid conforming to accepted standards used in the real estate industry, i.e. based upon a percentage of the sales price or net lease. Clearly indicate the required fee for each type of transaction anticipated in the scope of services, e.g. buyer or seller, lessor or lessee. Also, specify any additional fees which may be anticipated as a result of services provided by the selected firm or its affiliates. (It is not necessary to project title and other closing costs). Also, indicate a minimum fee for small transactions such as the sale of a small vacant lot.</p> <p>Finally, propose an hourly fee for consulting services where the task is otherwise unlikely to result in a standard real estate transaction fee, e.g. advice and market data provided to HANO during the predevelopment process for an existing site Provide a list of previous agency transactions relevant to the scope of services in this RFP. These should involve office leasing or acquisition, surplus property disposition, and development site acquisition. Provide name and contact information for each transaction</p>	3.1.4.4
	100 points		Total Possible Points	
<p>*NOTE: Points will be awarded for each Subjective Factor by each of the appointed evaluation committee members based on his/her opinion after a thorough review of the information submitted by each proposer within his/her proposal.</p>				

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4.2 Evaluation Method

- 4.2.1 Initial Evaluation for Responsiveness.** Each proposal received will first be evaluated for responsiveness (i.e., meets the minimum of the requirements).
- 4.2.2 Evaluation Packet.** An evaluation packet will be prepared for each evaluator, including the following documents:
- 4.2.2.1** Instructions to Evaluators;
 - 4.2.2.2** Proposal Tabulation Form;
 - 4.2.2.3** Written Narrative Form for each proposer;
 - 4.2.2.4** Recap of each proposer's responsiveness;
 - 4.2.2.5** Copy of all pertinent RFP documents.
- 4.2.3 Evaluation Committee.** The Agency anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive "hard copy" and electronic proposals submitted in response to this RFP. PLEASE NOTE: No proposer shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP. As detailed within Section 3.5 of this document, the designated Procurement contract is the only person at the Agency that the proposers shall contact pertaining to this RFP. Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration for award.
- 4.2.4 Evaluation.** The Procurement staff will evaluate and award points pertaining to Evaluation Factor No. 4, (the "Objective" Factor). The appointed evaluation committee, independent of Procurement or any other person at the Agency, shall evaluate the responsive proposals submitted and award points pertaining to Evaluation Factors Nos. 1, 2, 3 (the "Subjective" Factors). Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to Procurement.

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4.2.4.1 Points Awarded Range. Pertaining to the Subjective Factors, please note the following range of points awarded (points pertaining to this RFP are shaded – please also see the Evaluation Factors detailed within the preceding Section 4.1):

[Table No. 7]

Points Awarded Range						
Classification*	Rating	%	10	20	30	100**
Acceptable	Excellent	95%/+	10	19-20	29-30	95-100
Acceptable	Very Good	90%/+	9	18	27-28	90-94
Potentially Acceptable	Good	80%/+	8	16-17	24-26	80-89
Potentially Acceptable	Average	70%/+	7	14-15	21-23	70-79
Unacceptable	Poor	<70%	0-6	0-13	0-20	0-69
*Pursuant to Section 7.2.N.3 of HUD Procurement Handbook 7460.8 REV 2.						
**Total available points to be awarded, including cost points, minus preference points.						

4.2.5 Potential "Competitive Range" or "Best and Finals" Negotiations. The Agency reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, conduct a "Best and Finals" Negotiation, which may include oral interviews, with all firms deemed to be in the competitive range.

4.2.6 Determination of Top-ranked Proposer. Typically, the subjective points awarded by the evaluation committee will be combined with the objective points awarded by Procurement to determine the final rankings, which is typically forwarded by the Executive Director for approval. If the evaluation was performed to the satisfaction of the Executive Director, the final rankings may be forwarded to the Housing Authority Board of Commissioners (BOC) at a scheduled meeting for approval. Contract negotiations may, at the Agency's option, be conducted prior to or after the BOC approval.

4.2.6.1 Minimum Evaluation Results. To be considered to receive an award a proposer must receive a total calculated average of at least 70 points (of the 100 total possible points detailed within Section 4.1 herein).

4.2.6.2 Ties. In the case of a tie in points awarded, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by "drawing lots or other random means of selection."

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- 4.2.7 Notice of Results of Evaluation.** If an award is completed, all proposers will receive by e-mail a Notice of Results of Evaluation. Such notice shall inform all proposers of:
- 4.2.7.1** Which proposer received the award;
 - 4.2.7.2** Where each proposer placed in the process as a result of the evaluation of the proposals received;
 - 4.2.7.3** The cost or financial offers received from each proposer;
 - 4.2.7.4** Each proposer's right to a debriefing and to protest.
- 4.2.8 Restrictions.** All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on the Agency evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on the Agency evaluation committee.

5.0 CONTRACT AWARD.

- 5.1 Contract Award Procedure.** If a contract is awarded pursuant to this RFP, the following detailed procedures will be followed:
- 5.1.1** By completing, executing and submitting a proposal, the "proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the Agency," including the contract clauses already attached as Attachments G and G-1 through G-4, each attached hereto. Accordingly, the Agency has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.
- 5.2 Contract Conditions.** The following provisions are considered mandatory conditions of any contract award made by HANO pursuant to this RFP:
- 5.2.1 Contract Form.** The Agency will not execute a contract on the Contractor's form—contracts will only be executed on the Agency form (please see Sample Contract, Attachments G and G-1 through G-4 each attached hereto), and by submitting a proposal the Contractor agrees to do so (please note that HANO reserves the right to amend this form as the Agency deems necessary). However, the Agency will, during the RFP process (prior to the posted question deadline) consider any contract clauses that the proposer wishes to include therein and submits in writing a request for the Agency to do so; but the failure of the Agency to include such clauses does not give the Contractor the right to refuse to execute the Agency's contract form. It is the responsibility of each prospective proposer to notify the Agency, in writing,

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prior to submitting a proposal of any contract clause that he/she is not willing to include in the final executed contract and abide by. The Agency will consider and respond to such written correspondence, and if the prospective proposer is not willing to abide by the Agency's response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal.

5.2.1.1 Mandatory HUD Forms. Please note that HANO has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this RFP.

5.2.1.2 E-Verify Affidavit. The Contractor must certify compliance with Louisiana's E-Verify requirements, in that the Contractor is registered, uses, and will continue to use the E-Verify, Federal Work Authorization Program throughout the contract period. This Form must be fully completed and executed where provided thereon by the successful proposer and will be a part of the ensuing contract (NOTE: It is NOT necessary to complete and submit this form as a part of the proposal, submittal – only the awarded proposer(s) will be required to do so as a part of the contract execution).

5.2.2 Assignment of Personnel. HANO shall retain the right to demand and receive a change in personnel assigned to the work if HANO believes that such change is in the best interest of HANO and the completion of the contracted work.

5.2.3 Unauthorized Sub-Contracting Prohibited. The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of HANO. Any purported assignment of interest or delegation of duty, without the prior written consent of HANO shall be void and may result in the cancellation of the contract with the Agency or may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; as determined by HANO.

5.3 Contract Period. The Agency anticipates that it will award a contract for the period of 18 months from Notice to Proceed.

5.4 Licensing and Insurance Requirements. Prior to award (but not as a part of the proposal submission) the *Contractor* will be required to provide:

5.4.1 Workers Compensation Insurance. An original certificate evidencing the proposer's current industrial (worker's compensation) insurance carrier and coverage amount not less than \$100,000.00 (NOTE: Workers Compensation

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Insurance will be required of any Contractor that has employees other than just the owner working on-site to provide the services);

- 5.4.2 General Liability Insurance.** An original certificate evidencing General Liability coverage, naming HANO as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of HANO as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a commercially reasonable deductible (i.e., "commercially reasonable," meaning at least 1% of the "general aggregate minimum" of the policy, with a maximum deductible amount of \$50,000);
- 5.4.3 Professional Liability Insurance (and/or Errors & Omissions).** An original certificate showing the proposer's professional liability and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000), with a commercially reasonable deductible (i.e., "commercially reasonable," meaning at least 1% of the "general aggregate minimum" of the policy, with a maximum deductible amount of \$50,000);
- 5.4.4 Automobile Insurance.** An original certificate showing the proposer's automobile insurance coverage in a combined single limit of \$500,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$100,000/\$300,000 and medical pay of \$5,000.
- 5.4.5 City/County/State Business License.** If applicable, a copy of the proposer's business license allowing that entity to provide such services within the City of New Orleans, Orleans Parish, and/or the State of Louisiana.
- 5.4.6 Certificates/Profile of Firm Form.** Pertaining to the aforementioned (within Sections 5.4.1 through 5.4.5) insurance certificates and licenses, each proposer is required to enter related information where provided for on the Profile of Firm Form (do not attach or submit copies of the insurance certificates or licenses within the proposal submittal—we will garner the necessary documents from the successful proposer prior to contract execution).
- 5.5 Contract Service Standards.** All work performed pursuant to this RFP must conform and comply with all applicable local, state and federal codes, statutes, laws, and regulations.
- 5.6 Prompt Return of Contract Documents.** Any and all documents required to complete the contract, including contract signature by the successful proposers, shall be provided to the Agency within ten (10) workdays of notification by the Agency.

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[Table No. 8]

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4	Pricing Items
5	Recap of Attachments
6	Evaluation Factors
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“NO BID” RESPONSE FORM

If you do not wish to bid/submit a proposal on this solicitation, please provide written notification of your decision. Your responses assist with planning future solicitations. Please indicate below in the appropriate area the reason(s) for your decision and return this page. Responses do not prohibit you from receiving future opportunities unless you request to be removed from future communications. This form may be returned to the address listed below, emailed to procurement@hano.org, or faxed to 504-286-8224.

Check all that apply:

- I am submitting a “No Bid” at this time.

Please keep my name on the Agency’s Bidder’s List.

- Too busy at this time
- Job too small
- Job too large
- Territory is too large to cover
- Cannot meet delivery requirements
- I cannot meet the Terms and Conditions of the solicitation because:
- I do not provide products/services of this nature.
- Insufficient time to respond to solicitation
- Unable to meet bond/insurance requirements
- Specifications are too restrictive. Please explain:

- Specifications unclear. Please explain:

- Other: _____

- Please remove my name from this product/service category. I wish to submit a revised Vendor Registration Form. You may receive a copy by email by contacting Procurement at procurement@hano.org.

- I no longer wish to do business with Housing Authority of New Orleans. Please remove my name from the Agency’s Source List(s).

Name of Company

Date

Printed Name of Authorized Representative

Phone Number

Signature of Authorized Representative

Email

Please return this completed form to:
Housing Authority of New Orleans
Procurement & Contracts Department
4100 Touro St.

New Orleans, LA 70122

Email: procurement@hano.org Fax: 504-286-8224

RFP

Appendix A

Scope of Work

Specifications

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SCOPE OF WORK

HANO will enter a contract with a neutral inspector(s) to be approved by Department of Justice (DOJ) to conduct on-site inspections of the retrofits that are being performed by general contractors at three (3) HANO-owned properties. This work is required under the consent order at the respective subject properties to determine whether the retrofits have been completed in accordance with the specifications. The respondent must have expertise in the Accessible Design Requirements of the Federal Housing Administration (FHA), including the Department of Housing and Urban Development (HUD-recognized safe harbors, the American with disabilities Act (ADA) and ADA Standards, and UFAS (Uniform Federal Accessibility Standards) USA.

The scope of work is for interior and exterior retrofits at the following three (3) HANO owned properties:

- Lafitte Senior Building consisting of 100 senior units
- Construction Schedule: 12 months
- Cost Estimate: \$1.2M

- Guste III consisting of 155 multifamily Units
- Construction Schedule: 12 months
- Cost Estimate: \$3M

- Fischer Senior Village consisting of 100 senior units
- Construction Schedule: 18 months (includes resident relocation)
- Cost Estimate: \$5M

The links to the construction documents for the DOJ Repairs and Upgrades for the subject properties are available on HANO's website for active solicitations as follows:

[https://hano.org/solicitations/IFB-24-912-33-DOJ Repairs and Upgrades at Fischer Senior Community.pdf](https://hano.org/solicitations/IFB-24-912-33-DOJ%20Repairs%20and%20Upgrades%20at%20Fischer%20Senior%20Community.pdf)
[https://hano.org/solicitations/IFB%2024-912-31-%20DOJ Repairs and Upgrades at Lafitte Senior Building.pdf](https://hano.org/solicitations/IFB%2024-912-31-%20DOJ%20Repairs%20and%20Upgrades%20at%20Lafitte%20Senior%20Building.pdf)
[https://hano.org/solicitations/IFB-25-911-01-DOJ Repairs and Upgrades at Guste III Housing Community.pdf](https://hano.org/solicitations/IFB-25-911-01-DOJ%20Repairs%20and%20Upgrades%20at%20Guste%20III%20Housing%20Community.pdf)

Additionally, the retrofit plans as prepared by the DOJ for each property are provided and attached hereto for reference.

Inspections under this RFP are anticipated to occur **weekly** throughout the construction period consisting of one (1) 8-hour day at each property, i.e. 12 months at Lafitte Senior Building, 12 months at Guste III and 18 months at Fischer Senior Village.

The construction work is expected to commence in early 2025 and shall be staggered but overlapping at the three (3) sites based on the Notice to Proceed issued for each general construction contract. Initial, follow-up and/or final inspections of the work should be included as part of the regularly scheduled 8-hour weekly inspections during the on-going construction process.

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If additional follow-up inspections are required beyond the construction schedule as set out in this RFP, the respondent shall be compensated as additional services for actual time plus travel costs as set out at the current federal per diem rates.

The respondent will take digital photographs of any deficiencies identified at each subject property and will include those photographs in the report. Photographs must be clear, concise and satisfactory to HANO and the DOJ.

The inspection and re-inspection process will continue until the respondent certifies that all the necessary retrofits have been made in accordance with the Plans and Specification / Construction Drawings. The inspector should propose the inspection reporting format which will be subject to approval by HANO and the DOJ.

The respondent will detail the results of the inspection of each subject property, including incomplete or improperly completed retrofits, if any, in writing and will send that report to counsel for Housing Authority of New Orleans (HANO's) subject properties and counsel for DOJ within ten (10) days of the date of the inspection. Any deficiencies must be reported within three (3) business days.

Final Inspection. The respondent shall inspect each subject property within thirty (30) days of the completion of all retrofits to all of the public and common use areas, and within thirty (30) days of the completion of all of the retrofits to the interiors of dwelling units. An inspector's certification shall conclusively establish that the retrofits fulfill the requirements of the consent order.

Access to the properties will be provided by HANO's designated representative to address immediate questions or concerns.

The respondent shall provide a total "firm fixed price" for all three (3) properties based on being on-site weekly for an 8 hour day at each property during the construction schedule as set out above.

The firm fixed price should be "Not-to-Exceed" amount which includes, inspection, re-inspection and follow up inspection services including travel costs throughout the construction schedule

The respondent shall also provide an hourly rate for any additional inspection services as may be requested and determined to be in the best interest of HANO for this project.

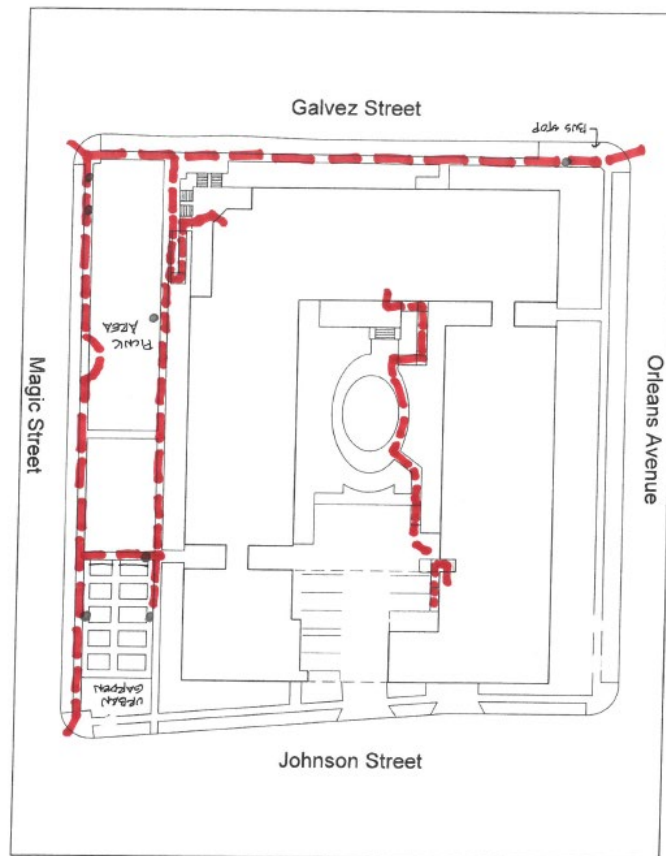
The highest rated respondent's credentials will be submitted to DOJ for approval. The respondent should clearly demonstrate experience with similar projects. If the DOJ does not approve the highest rated respondent's qualifications, HANO will award the contract to the next highest rated respondent in accordance with the RFP subject to the DOJ's approval.




END OF SCOPE OF WORK

Appendix A-1: FAUBOURG LAFITTE SENIOR RETROFIT PLAN


All retrofits must comply with the requirements of the applicable safe harbor or standard. For the purposes of Lafitte Senior, these include the 2010 ADA Standards and IBC 2018 together with the 2009 edition of ICC/A117.1. These standards align with current local code requirements for work done in 2022.



Accessible Route Diagram







	Lack of Accessible Route	Inaccessible Feature	Retrofit
1	 <p><i>Picnic table area.</i></p>	<p>There is no route to any picnic table at the outdoor social area (at least one required). All picnic tables are in a grassy area with no routes provided.</p>	<p>Pour concrete sidewalk (accessible route) to picnic table location, pour concrete pad under table including space to maneuver to an accessible seating position at the table. Retrofit table top as required to provide knee and toe clearance at one end of the table.</p>
2	<p><i>Not Used.</i></p>		
3	 <p><i>Sidewalk near bus stop.</i></p>  <p><i>Cross slope at walk near bus stop.</i></p>	<p>Cross slopes at accessible routes are as high as 3.9% (maximum 2% allowed).</p> <p><u>Location</u> <u>Slope</u></p> <p>a. N. Galvez, south of Orleans Ave, 3.3%.</p> <p>b. Not used.</p> <p>c. Orleans Ave. near bus stop, 3.9%.</p> <p>d. Path of travel along Magic Street, 3.7%.</p>	<p>Remove and replace sidewalks as required to provide continuous accessible routes with cross slopes not to exceed 2%.</p>



3A		Path of travel along Galvez Street. Surface has a gap that is greater than 0.5” in width at threshold.	Fill gap or replace concrete at threshold to provide a 0.5” maximum wide opening perpendicular to the dominant direction of travel.
3B		Path of travel along Galvez Street Accessible route has openings that are greater than 0.5” in width.	Fill gap or replace concrete as required to provide a 0.5” maximum wide opening perpendicular to the dominant direction of travel.
3C		Path of travel along Galvez Street The surface of the accessible route (sidewalk) is broken, loose or unstable.	Replace concrete at accessible route to provide a surface that is stable, firm and slip resistant, with a cross slope not exceeding 2%.


	Inaccessible Ramp Features		
4	 <p><i>Termination of inside handrail at lower ramp segment of the main entrance ramp.</i></p>	<p>The main entrance ramp does not have handrails on both sides and the handrail at the switchback is not parallel to the landing surface.</p> <p>Ramps having a rise greater than 6 inches are required to have handrails on both sides. Handrails must be continuous between ramp segments or have 12 inches extensions beyond the top and bottom of the ramp segment and be parallel to the floor or ground below (Guidelines, Requirement 2; ANSI 1986 4.8.5).</p>	<p>Install second handrail at ramp. Remove existing extensions at landing and install extensions parallel to landing surface.</p>


	 <p data-bbox="275 727 583 760"><i>Handrail at switchback.</i></p>		
<p data-bbox="201 803 222 831">5</p>	 <p data-bbox="275 1088 638 1159"><i>Placement of tape at bottom of middle ramp segment.</i></p>	<p data-bbox="678 795 1245 899">Courtyard ramp landings are less than 60 inches by 60 inches (minimum 60 inches by 60 inches required at turns).</p> <p data-bbox="678 938 1251 1153">Ramps are required to have level landings at the top and bottom of each run. Where the ramp changes direction, the landing is required to have clear dimensions of 60 inches by 60 inches (Guidelines, Requirement 2; ANSI 1986 4.8.4 (3)).</p>	<p data-bbox="1276 795 1919 899">Remove and replace portions of the landing, ramp and handrail system as required to provide a 60" x 60" clear space at the intermediate landing.</p>

	 <p><i>Measurement of lower landing.</i></p>		
<p>6</p>	 <p><i>Handrail extension at courtyard ramp.</i></p>	<p>Courtyard ramp handrail extensions are 4” (minimum 12”) and are not parallel with the surface below (handrails are required to be parallel to ramp segments and landings).</p> <p>Where handrails are not continuous into a landing or another ramp run, they are required to have 12” extensions beyond the end of the ramp run. Extensions are required to be parallel to the landing below (Guidelines, Requirement 2; ANSI 1986 4.8.5 (2)).</p>	<p>Remove and replace portions handrail system as required to provide required extensions parallel with the landing surface.</p>

	 <p><i>Measurement of extension from post.</i></p>  <p><i>Measurement from ramp edge to post.</i></p>		
6A		<p>Stairs by entrance to building on Magic Street. Stair handrails have non-compliant extensions.</p> <p>At the top of a stair flight, handrail shall extend horizontally above the landing for 12” minimum beginning directly above the first riser nosing (2010 ADA Fig. 505.10.2 and 505.10.3).</p>	<p>Provide handrails extensions 12” minimum at the bottom of a stair flight, that extend at the slope of the stair flight for a horizontal distance at least equal to one thread depth beyond the last riser nosing.</p>

6B		<p>Gate leading to parking area Gate does not have required maneuvering clearance on pull side.</p> <p>18” minimum maneuvering clearance on the pull side of the door beyond the latch side and 60” minimum deep clear floor leveled area with slopes not exceeding 1:48 (2010 ADA Fig. 404.2.4.1(a))</p>	<p>Rework or add slab to provide the required 18” minimum maneuvering clearance on the pull side of the gate.</p>
<p>Inaccessible Controls at Building Entry and Route to Units</p>			
7	 <p><i>Location of call box adjacent to main entry doors.</i></p>  <p><i>Measurement to top row of buttons.</i></p>	<p>Call box key pad at main entrance is mounted 60” above floor to the top row of buttons (maximum 48” for forward approach).</p> <p>A maximum 48 inches is allowed for the reach range where the space below the control is unobstructed. (Guidelines, Requirement 5; ANSI 1986 4.29.3)</p>	<p>Lower call box so that the highest operable part is a maximum of 48 inches above the porch slab.</p>


8	<i>Not Used.</i>		
Protruding Objects at Routes to Unit Entries			
9	 <p><i>Package shelf at unit door.</i></p>	<p>Package shelves by each unit entry door protrude more than 4 inches into the circulation path at a height more than 27 inches and less than 80 inches above the floor (not allowed). The bottom edge of the shelves is 29-1/8 inches from the floor.</p> <p>A maximum 4 inch protrusion is allowed for objects with a leading edge more than 27 inches and less than 80 inches above the walking surface. (Guidelines Requirement 2, ANSI 1986 4.4.1).</p>	<p>Install a new shelf with a cane detectable barrier. The edge of the new shelf must allow for a minimum of 18” clear space on the latch side of the door. This clear space accommodates both push side required maneuvering space and space required to approach and reach the sign.</p> <p>Retrofit alternates: remove shelf entirely; or remove shelf and install new shelf maximum 4” deep (no cane detectable barrier required).</p>



		
<p><i>Height of shelf.</i></p>		


B. Inaccessible Features at Common Use Areas




	<p>Inaccessible Features at Common Area Doors</p>		
<p>9</p>		<p>Common area room doors require more than 5 pounds of force to open:</p> <p>1st Floor:</p> <ul style="list-style-type: none"> a) Southeast laundry: 13 pounds b) Stair #2: 9 pounds c) Trash room: 10 pounds d) Northwest laundry: 10 pounds 	<p>Identify all doors that are located in rated walls. The life safety plans indicate that restroom doors, game room doors, multi-purpose doors and similar locations are not rated. Laundry rooms and trash room do have rated door openings.</p> <p>Identify the minimum required force permitted by the local Authority Having Jurisdiction (“AHJ”).</p>

		<p>e) Men’s restroom: 10 pounds f) Women’s restroom: 10 pounds g) Kitchen: 8 pounds h) Multi-purpose to Gallery: 13 pounds i) Multi-purpose to Lobby: 12 pounds k) Activity to Multi-purpose:8 pounds</p> <p>2nd Floor: l) Not used. m) Southeast laundry: 14 pounds n) Game room: 19 pounds</p> <p>3rd Floor: o) Northwest laundry: 11 pounds p) Trash room: 10 pounds q) Southeast laundry:10 pounds r) Game room: 14 pounds</p> <p>The maximum force for pushing or pulling open a door is limited to 5 pounds at interior doors. (Guidelines Requirement 2; ANSI 1986 4.13.11).</p> <p>Note: trash room and stair doors may be fire doors and may be subject to minimum allowances set by the authority having local jurisdiction.</p>	<p>Provide documentation concerning required force to DOJ for reference during retrofit inspections.</p> <p>At all common area corridor doors that are not rated, adjust closer to require not more than 5 pounds of force to operate.</p> <p>At all common area corridor doors that are rated, adjust closer to the least possible force permitted by the AHJ.</p>
10		<p>Common area room doors close in less than the minimum time required (minimum 3 seconds to an open position of approximately 12 degrees):</p> <p>1st Floor:</p>	<p>Set sweep time to a minimum of 3 seconds from 90 degrees open to 12 degrees open.</p> <p>Retrofit applies to all common area doors used by residents.</p>


		<p>Kitchen 1.5 seconds to fully closed Multi-purpose to Lobby 3 seconds to fully closed</p> <p>The sweep period of door closers is required to take at least 3 seconds to move to a position of approximately 12 degrees open. (Guidelines Requirement 2; ANSI 1986 4.13.10).</p>							
<p>11</p>	 <p><i>Threshold at restroom.</i></p>	<p>Thresholds at restrooms are more than 1/4 inches tall and do not have a bevel (maximum 1/4 inches allowed with vertical edge, maximum 1/2 inch allowed with a bevel).</p> <p>Note: confirm that employee restroom is staff only.</p> <table border="1" data-bbox="680 852 1066 1031"> <thead> <tr> <th><u>Location</u></th> <th><u>Height</u></th> </tr> </thead> <tbody> <tr> <td>Men's restroom</td> <td>9/16</td> </tr> <tr> <td>Women's restroom</td> <td>3/8</td> </tr> </tbody> </table> <p>Thresholds shall not exceed 1/2 inch in height and shall be beveled with a slope no greater than 1:2. (Guidelines Requirement 2, ANSI 1986 4.13.8).</p>	<u>Location</u>	<u>Height</u>	Men's restroom	9/16	Women's restroom	3/8	<p>Install new threshold or beveled edge trim reducing the vertical change in level to less than 1/4 inch in height.</p>
<u>Location</u>	<u>Height</u>								
Men's restroom	9/16								
Women's restroom	3/8								

	Inaccessible Features at Common Areas		
12	 <p><i>Sink in kitchen.</i></p>  <p><i>Knee space height.</i></p>	<p>Knee space height at kitchen sink is 26 inches (minimum 27 inches required). Depth at top is 5-1/2 inches (minimum 8 inches required). Toe space height is 5-1/4 inches (minimum 9 inches required).</p> <p>Minimum knee space for forward approach at a sink is 27 inches high with a minimum depth of 8 inches from the front edge of the counter and minimum 9-inch-high toe space. (Guidelines Requirement 2; ANSI 1986 4.19.1, ANSI 1986 Figure 31).</p>	<p>Remove existing panel at knee space. Cut panel as required or provide pipe protection so that required knee and toe clearances are provided.</p>

	 <p><i>Knee space depth.</i></p> <p><i>Height of toe space.</i></p>		
12A		Laundry Area by Room No. 318 Thermostat is mounted at 49.75” above the finished floor to highest operable part.	Lower thermostat. Topmost operable part to be maximum 48” above the floor.
12B		Laundry by Room No. 110 Thermostat is mounted at 49.5” above the finished floor to the highest operable part.	Lower thermostat. Topmost operable part to be maximum 48” above the floor.
12C		Laundry by Room No. 110 Object encroaches over lavatory clear floor space	Relocate object to provide a 30” by 48” minimum wheelchair clear floor space.

<p>13</p>	 <p><i>Fire extinguisher in 3rd floor northwest laundry room, height of bottom edge above the floor.</i></p>  <p><i>Projection from the face of the wall.</i></p>	<p>Wall-mounted fire extinguishers protrude more than 4 inches from the wall (maximum 4 inches for objects higher than 27 inches above the floor).</p> <p>1st floor southeast laundry 4-1/4</p> <p>1st floor northwest laundry 4-1/2</p> <p>2nd floor southeast laundry 4-1/2</p> <p>3rd floor northwest laundry 5-1/4</p> <p>3rd floor southeast laundry 4-1/2</p> <p>A maximum 4 inch protrusion is allowed for objects with a leading edge more than 27 inches and less than 80 inches above the walking surface. (Guidelines Requirement 2, ANSI 1986 4.4.1).</p>	<p>Recess wall mounted fire extinguishers so that they do not project more than 4" from the wall; lower fire extinguishers so that the bottom of the unit is less than 27" above the floor; or install a permanent cane detectable barrier beneath the extinguishers.</p> <p>Retrofit applies to all fire extinguishers that protrude into the circulation path.</p>
<p>14</p>	 <p><i>Size of first floor trash room.</i></p>	<p>The first floor trash room lacks turning space in the room (required). The room is 50-1/4 inches deep.</p> <p>The space required for a wheelchair to make a 180 degree turn is a clear space of 60 inches. (Guidelines Requirement 2, ANSI 1986 4.2.3).</p>	<p>The turning spaces in the trash rooms are further obstructed by the swing of the door. At the second floor and above, remove door and frame. Install new rated door and frame with swing reverse to swing into the hall. At first floor, no retrofit required.</p>

14A		Emergency Exit by Elevator Lobby: Emergency exit sign is mounted on hinge side of door.	Provide signage on latch side with raised characters and grade 2 Braille, mounted as required by ADA.
14B		Reception Room identifying signage is mounted on the hinge side of the door.	Remove existing signage. Install compliant signage at latch side of door. Comply with 2010 ADA Standards for permanent room signage.
14C		Multipurpose Room signage at double doors with two active leafs is not mounted on the right side of the right door.	Remove existing signage. Install compliant signage at latch side of door. Comply with 2010 ADA Standards for permanent room signage.
14D		Multipurpose Room – Secondary Entrance Signage at double doors with two active leafs is not mounted on the right of the right hand door.	Remove existing signage. Install compliant signage at latch side of door. Comply with 2010 ADA Standards for permanent room signage.
14E		First Floor Kitchen Permanent room identifying signage is mounted on the hinge side of door.	Remove existing signage. Install compliant signage at latch side of door. Comply with 2010 ADA Standards for permanent room signage.
14F		Manager’s Office Permanent room identifying signage is mounted on the hinge side of door.	Remove existing signage. Install compliant signage at latch side of door. Comply with 2010 ADA Standards for permanent room signage.
14G		Multipurpose Room tables have non-compliant knee clearance.	Provide accessible seating at 5% of the seat locations. Accessible seat locations to be dispersed and comply with 2010 ADA Standards for accessible dining surfaces and knee and toe requirements for forward approach.

	Inaccessible Features at Common Area Restrooms		
15	<i>Not Used.</i>		
16	 <p data-bbox="289 938 667 1003"><i>Bottom of mirror at men's room.</i></p>	<p data-bbox="680 391 1234 493">Mirror at men's restroom is mounted at 41 inches to the bottom of the reflective surface (maximum 40 inches).</p> <p data-bbox="680 537 1234 748">A maximum 40 inch height above the floor is allowed for the bottom edge of the mirror's reflective surface when the mirror is located over a lavatory or countertop. (Guidelines Requirement 2, ANSI 1986 4.19.6).</p>	<p data-bbox="1276 391 1843 456">Lower mirror to 40" max above the finished floor to the bottom of the reflecting surface.</p>
16A		<p data-bbox="680 1013 1213 1154">Men's accessible restroom Toilet tissue dispenser is mounted at non-compliant distance in front of the water closet to the centerline of the dispenser.</p>	<p data-bbox="1276 1013 1906 1300">Relocate toilet tissue dispenser to water closet side wall and mount between 7"-9" in front of the water closet to the centerline of the dispenser and at 15" minimum above the finished floor to the dispenser outlet. Mount below the side wall grab bar and provide a minimum clearance of 1.5" between the bottom leading edge of the grab bar and the top edge of the dispenser.</p>
16B		<p data-bbox="680 1310 1213 1412">Men's accessible restroom Lavatory has partially unwrapped bottom supply lines or sink pipes.</p>	<p data-bbox="1276 1310 1906 1375">Cover lavatory bottom supply and drain pipes or reconfigure to protect against contact.</p>

16C		Men's accessible restroom Urinal encroaches over the water closet clearance .	Relocate urinal to provide the required 60" by 56" minimum clearance around the water closet.
16D		Men's accessible restroom Coat hook is mounted beyond required reach allowed for approach provided and is mounted at 60.25" above the finished floor.	Lower or install coat hook at 48" maximum above the finished floor for forward approach to object
16E		Women's accessible Restroom Lavatory has partially unwrapped bottom supply lines or sink pipes	Cover lavatory bottom supply and drain pipes or reconfigure to protect against contact.
16F		Women's accessible Restroom Toilet tissue dispenser is mounted at non-compliant distance in front of the water closet to the centerline of the dispenser.	Relocate toilet tissue dispenser to water closet side wall and mount between 7"-9" in front of the water closet to the centerline of the dispenser and at 15" minimum above the finished floor to the dispenser outlet. Mount below the side wall grab bar and provide a minimum clearance of 1.5" between the bottom leading edge of the grab bar and the top edge of the dispenser.
16G		Women's accessible Restroom Coat hook is mounted beyond required reach allowed for approach provided and is mounted at 60.5" above the finished floor.	Lower or install coat hook at 48" maximum above the finished floor for forward approach to object.

C. Inaccessible Features at Covered Dwelling Units**Unit Types by Floor and Unit Number:**

	ADA 1A (1 bed/1 bath)	1B (1 bed/1 bath)	ADA 2A (2 bed/1 bath)	2A (Adapt) (2 bed/1 bath)	2B (2 bed/1 bath)	2B.2 (2 bed/1 bath)	Total
Units Surveyed	102, 306	112, 113, 125	114	111, 243	221	234, 329	
Floor 1	102, 110, 117, 122	101, 103, 104, 105, 106, 107, 108, 109, 112, 113, 115, 116, 118, 119, 120, 121, 123, 124, 125,	114	111		126	26
Floor 2	224, 207, 205, 203	202, 204, 206, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 222, 223, 225, 226, 227, 228, 229, 230, 231, 232, 233, 235, 236, 237, 238, 239, 240, 241, 242, 244		201, 243	221	234	44
Floor 3	306, 327	302, 303, 304, 305, 307, 308, 309, 310, 312, 313, 314, 315, 316, 317, 318, 320, 321, 322, 323, 324, 325, 326, 328, 330		301, 311	319	329	30
Totals	10	79	1	5	2	3	100

Global Notes:

1. Retrofits apply to all units of each unit type. Where elements in a given unit comply with the requirements as-is, no further retrofit is required.
2. Where retrofits include items which may be adapted at a later date, a sign stating that HANO will provide alterations to the item within 10 days of the date of the request is required in the unit. Sign requirements include:

Minimum font: 14 pt. Arial

Contrast: black on white.

Sign material: laminated paper or plastic.

Location: inside a closet, pantry or cabinet. Easily seen and read with the door to the area open and the cabinet empty.

Text: "HANO will remove and/or reinstall the <insert name of item> within 10 days of the date the request is submitted.

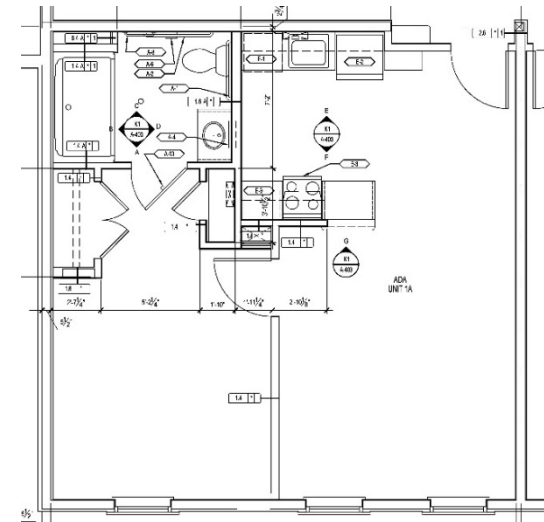
Notify the HANO main office at ###-###-####."

Where the work includes replacement of the refrigerator with a counter depth unit or a unit with freezer space within reach range, include: "Replacement refrigerator will have reduced storage capacity. Capacity of new appliance will be at least 19 cubic feet."


UNIT TYPE ADA 1A: 1 Bedroom, 1 Bathroom

Unit Type ADA 1A is designed to comply with UFAS accessibility requirements. This section of the evaluation addresses only FHAA requirements. Retrofits Concerning UFAS Requirements for Unit Type ADA 1A are listed in a separate section of the plan (see below).

Plan for Unit Type ADA 1A

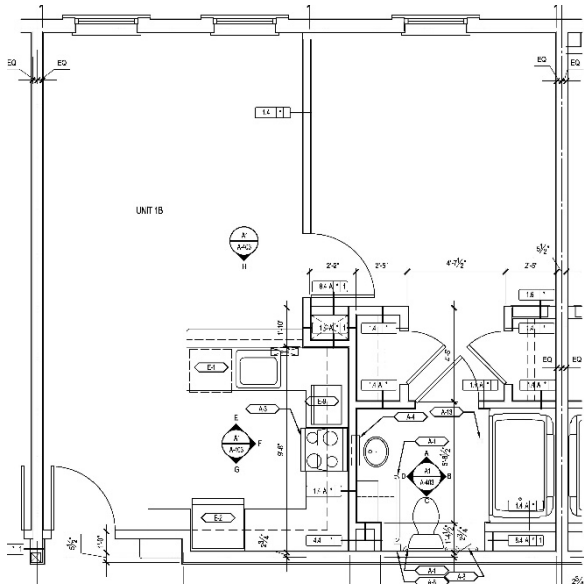


Inaccessible Features:

	Inaccessible Unit Features		
17	 <p><i>Kitchen sink in Unit 102.</i></p>	<p>Knee clearance at kitchen sink is less than 27 inches above the floor (minimum 27 inches required) and at Unit 102 is 6-3/4 inches deep at the top and (minimum 8 inches required). Depth of knee space at Unit 304 was blocked by tenant’s furnishings. Parallel approach to the sink in both units is blocked by the refrigerator.</p> <p><u>Location</u> Distance Unit 102 26-1/4 Unit 306 26</p> <p>Kitchen sinks are required to be centered on a 48 inch by 30 inch clear floor space for</p>	<p>Remove apron and panel protecting pipes at kitchen sink. Install new apron and new or reconfigured panel at knee space. Maintain required knee and toe clearances. Insulated pipe protection may be substituted for a new panel.</p>



		<p>forward or parallel approach (Guidelines Requirement 7(1)(a); Figure 6). Knee space for forward approach to a kitchen sink is required to be minimum 27 inches above finished floor and minimum 8 inches deep at the top from the front edge of the cabinet to the top of the pipe protection panel. (Guidelines Requirement 7, ANSI 1986 4.19.2.1, ANSI 1986 Figure 31).</p>	
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UNIT TYPE 1B: 1 Bedroom, 1 Bathroom



Plan for Unit Type 1B

Inaccessible Features:




	Inaccessible Unit Features		
18	 <p><i>Switches in Unit 125.</i></p>	<p>Switches are mounted at 49-3/4 to 50 inches above the floor (maximum 48 inches allowed).</p> <p><u>Location</u> <u>Distance</u> Unit 113: 50 Unit 125: 49-3/4</p> <p>A minimum 15 inches is required and a maximum 48 inches is allowed for the reach range where the space below the control is unobstructed. (Guidelines Requirement 5).</p>	<p>Relocate switches. Topmost operable part to be maximum 48" above the floor.</p>
19	 <p><i>Outlet adjacent to the sink in Unit 112.</i></p>	<p>No outlets are provided within reach at kitchen countertop areas. Outlets must have a parallel or forward approach provided. For the areas in both corners, outlets are obstructed by the cabinets and casework or a parallel approach is not possible (access required).</p> <p>Obstructions to side reach are limited to 25 inches in depth. (Guidelines Requirement 5). Light switches, electrical outlets, thermostats and other environmental controls must be in accessible locations. (Guidelines Requirement 5).</p>	<p>Add one outlet on each side of the range at least 30 inches from the sidewalls (the sink wall and the refrigerator wall). Extend each outlet box approximately 1 inch from the face of the wall to reduce reach range to no more than 25-1/2 inches from the face of the range.</p>




Measurement to counter edge.



Workspace adjacent to refrigerator in Unit 125.

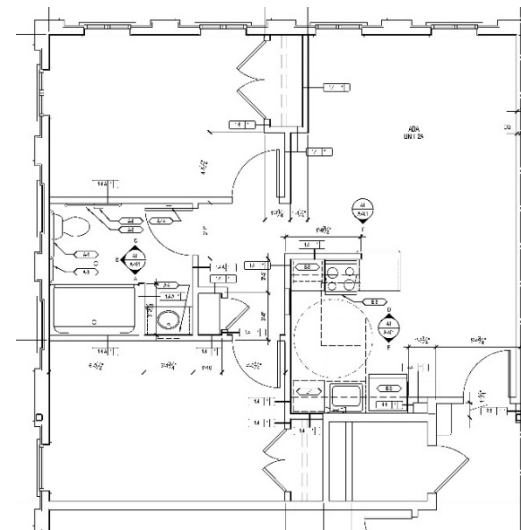
	 <p><i>Width of distance from sidewall to edge of counter at workspace.</i></p>										
<p>20</p>	 <p><i>Kitchen sink in Unit 125.</i></p>	<p>Kitchen sinks are too close to the adjacent counter to be usable and centerline are less than 24 inches from the adjacent counter returns (sink is required to be centered on a 30 inches x 48 inches wheelchair space for parallel approach).</p> <p>Center of sink to counter:</p> <table data-bbox="667 889 997 963"> <tr> <td>Unit 112</td> <td>22.5</td> </tr> <tr> <td>Unit 125</td> <td>18.75</td> </tr> </table>	Unit 112	22.5	Unit 125	18.75	<p>Remove existing sink base cabinet and install new removable base providing 30" wide knee and toe space. Interior to be finished include flooring, sides and back.</p> <p>Alternate retrofit: remove base cabinet, confirm 30 inch clear width of knee and toe space. Finish exposed cabinet sides, back wall and floor. Install base at back of open space. Insulate pipes.</p>				
Unit 112	22.5										
Unit 125	18.75										
<p>21</p>	 <p><i>Distance from face of refrigerator to face of dishwasher.</i></p>	<p>The refrigerators obstruct a 60 inch diameter turning space (60 inch turning space required at a U-shaped kitchen with a range or sink at the base of the U).</p> <table data-bbox="667 1187 976 1328"> <thead> <tr> <th><u>Location</u></th> <th><u>Distance</u></th> </tr> </thead> <tbody> <tr> <td>Unit 112</td> <td>57-7/8</td> </tr> <tr> <td>Unit 113</td> <td>57-3/4</td> </tr> <tr> <td>Unit 125</td> <td>55-3/8</td> </tr> </tbody> </table>	<u>Location</u>	<u>Distance</u>	Unit 112	57-7/8	Unit 113	57-3/4	Unit 125	55-3/8	<p>At each unit, confirm that the refrigerator may be pushed toward the wall sufficient to provide required clear floor space. Where necessary, install a recessed outlet to accomplish the 60" turning radius.</p>
<u>Location</u>	<u>Distance</u>										
Unit 112	57-7/8										
Unit 113	57-3/4										
Unit 125	55-3/8										

		<p>In U-shaped kitchens with a range or sink at the base of the U, a 60 inch turning radius is required to allow parallel approach. (Guidelines Requirement 7 (1) (c)).</p>							
<p>22</p>	 <p><i>Toilet in Unit 112.</i></p>	<p>Centerlines of toilets are 13 inches to 16 inches from the edge of the counter (18 inches required).</p> <table border="1" data-bbox="667 526 1010 634"> <thead> <tr> <th><u>Location</u></th> <th><u>Distance</u></th> </tr> </thead> <tbody> <tr> <td>Unit 112</td> <td>13</td> </tr> <tr> <td>Unit 125</td> <td>16</td> </tr> </tbody> </table> <p>Where a toilet is installed adjacent to a wall, the toilet centerline must be 18 inches from the wall (in this case, a continuous counter). (Guidelines Requirement 7 (2)(a)(ii), Figure 7(a)).</p>	<u>Location</u>	<u>Distance</u>	Unit 112	13	Unit 125	16	<p>Install offset flanges as required to adjust toilet location relative to the edge of the countertop, Alternatively, alter the encroaching shelf to achieve the minimum distance of 15 inches from the shelf edge.</p> <p>Minimum distance from the counter edge to be 15 inches.</p>
<u>Location</u>	<u>Distance</u>								
Unit 112	13								
Unit 125	16								

UNIT TYPE ADA 2A: 2 Bedroom, 1 Bathroom


Unit Type ADA 2A is designed to comply with UFAS accessibility requirements. This section of the evaluation addresses only FHAA requirements. Retrofits Concerning UFAS Requirements for Unit Type ADA 2A are listed in a separate section of the plan (see below).

Plan for Unit Type ADA 2A

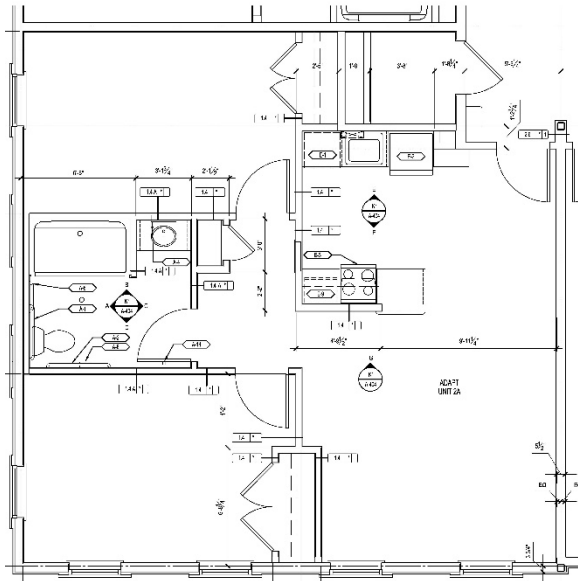


Inaccessible Features:

	Inaccessible Unit Features	



<p>23</p>	 <p><i>Width of countertop next to range.</i></p> <p><i>Depth of range.</i></p>	<p>Outlets are not provided within reach at kitchen countertop area between the range and the wall (at least one outlet must be accessible at each countertop area). Outlets must have a parallel or forward approach provided. For the area between the range and the wall, the parallel approach is obstructed by the range depth. Range is 26-1/2 inches deep.</p> <p>Obstructions to side reach are limited to 25 inches in depth. (Guidelines Requirement 5). Light switches, electrical outlets, thermostats and other environmental controls must be in accessible locations. (Guidelines Requirement 5).</p>	<p>Extend the outlet box between the range and wall approximately 1 inch from the face of the wall to reduce reach range to no more than 25-1/2 inches from the face of the range.</p> <p>Note: FHA requirements do not fully address UFAS requirements. For Type A and UFAS units, reach range is reduced to maximum 24 inches.</p>
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UNIT TYPE 2A: 2 Bedroom, 1 Bathroom

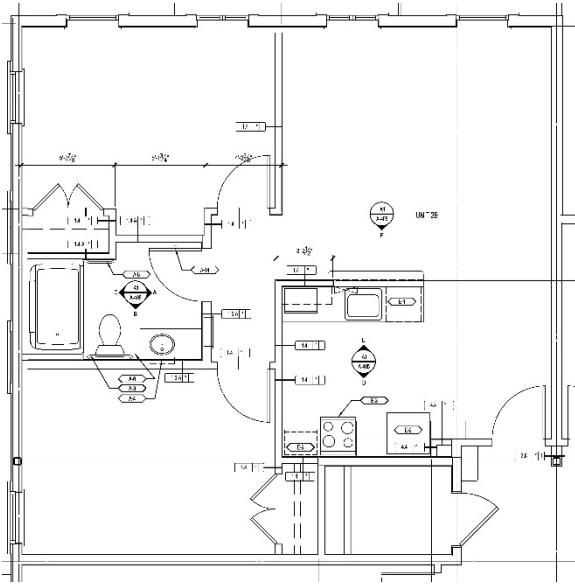


Plan for Unit Type Adaptable 2A

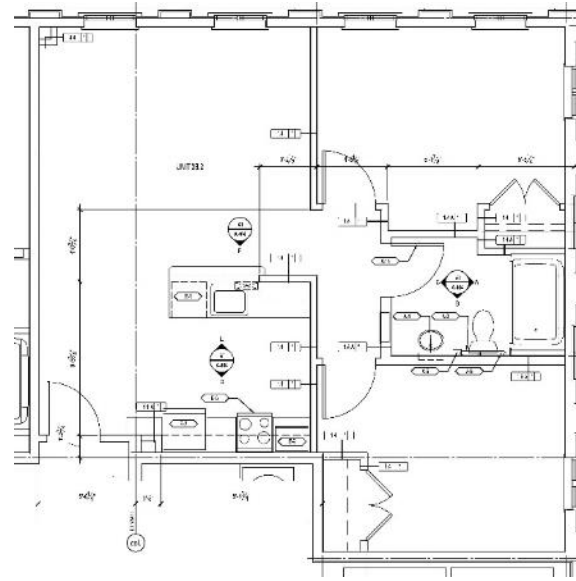
Inaccessible Features:

	Inaccessible Unit Features		
24	 <p><i>Kitchen in Unit 243.</i></p>  <p><i>Depth of range.</i></p>	<p>Outlets are not provided within reach at kitchen countertop area between the range and the wall (at least one outlet must be accessible at each countertop area). Outlets must have a parallel or forward approach provided. For the area between the range and the wall, the parallel approach is obstructed by the range depth. Range is 26-1/2 inches deep.</p> <p><u>Location</u> <u>Distance</u> Unit 243: 26-1/4 Unit 111: same</p> <p>Obstructions to side reach are limited to 25 inches in depth. (Guidelines Requirement 5). Light switches, electrical outlets, thermostats and other environmental controls must be in accessible locations. (Guidelines Requirement 5).</p>	<p>Extend outlet box between range and wall approximately 1 inch from the face of the wall to reduce reach range to no more than 25-1/2 inches from the face of the range.</p>


UNIT TYPE 2B and 2B.2: 2 Bedroom, 1 Bathroom








Plan for Unit Type 2B.



Plan for Unit Type 2B.2

	Inaccessible Unit Features										
25	 <p><i>Thermostat in Unit 221.</i></p>	<p>Thermostat controls are mounted more than 48 inches above the floor (maximum 48 inches allowed).</p> <table border="0"> <thead> <tr> <th><u>Location</u></th> <th><u>Distance</u></th> </tr> </thead> <tbody> <tr> <td>Unit 221 (2B)</td> <td>51-1/4</td> </tr> <tr> <td>Unit 234 (2B.2)</td> <td>49-1/2 (approx..)</td> </tr> <tr> <td>Unit 329 (2B.2)</td> <td>49</td> </tr> </tbody> </table> <p>A minimum 15 inches is required and a maximum 48 inches is allowed for the reach</p>	<u>Location</u>	<u>Distance</u>	Unit 221 (2B)	51-1/4	Unit 234 (2B.2)	49-1/2 (approx..)	Unit 329 (2B.2)	49	<p>Relocate thermostat. Topmost operable part to be maximum 48" above the floor.</p>
<u>Location</u>	<u>Distance</u>										
Unit 221 (2B)	51-1/4										
Unit 234 (2B.2)	49-1/2 (approx..)										
Unit 329 (2B.2)	49										

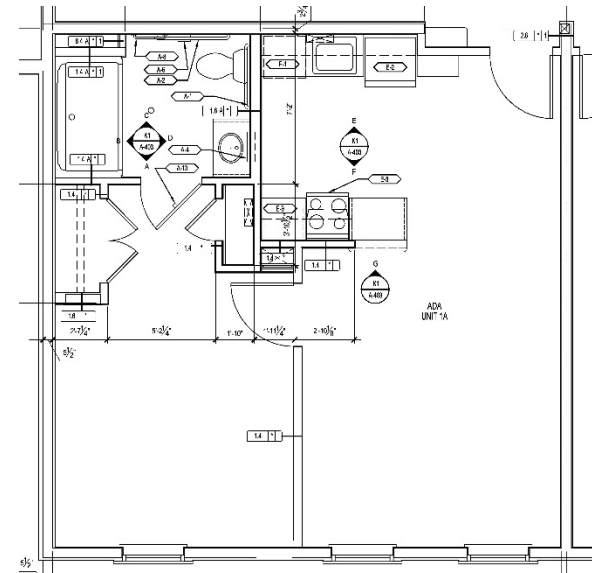
<p>26</p>	 <p><i>Switches in Unit 221.</i></p>	<p>range where the space below the control is unobstructed. (Guidelines Requirement 5).</p> <p>Switches are mounted more than 48 inches above the floor (maximum 48 inches allowed).</p> <table border="0"> <thead> <tr> <th><u>Location</u></th> <th><u>Distance</u></th> </tr> </thead> <tbody> <tr> <td>221</td> <td>49-3/4</td> </tr> <tr> <td>234</td> <td>49-3/4</td> </tr> <tr> <td>329</td> <td>50-1/4</td> </tr> </tbody> </table> <p>A minimum 15 inches is required and a maximum 48 inches is allowed for the reach range where the space below the control is unobstructed. (Guidelines Requirement 5).</p>	<u>Location</u>	<u>Distance</u>	221	49-3/4	234	49-3/4	329	50-1/4	<p>Relocate switches. Topmost operable part to be maximum 48" above the floor.</p>
<u>Location</u>	<u>Distance</u>										
221	49-3/4										
234	49-3/4										
329	50-1/4										
<p>27</p>	 <p><i>Kitchen in Unit 221.</i></p>	<p>Outlets are not provided within reach at kitchen countertop areas between the range and the wall (at least one outlet must be accessible at each countertop area). Outlets must have a parallel or forward approach provided. For the area between the range and the wall, the parallel approach is obstructed by the range depth. Range is 26-1/2 inches deep.</p> <p>Obstructions to side reach are limited to 25 inches in depth. (Guidelines Requirement 5). Light switches, electrical outlets, thermostats and other environmental controls must be in accessible locations. (Guidelines Requirement 5).</p>	<p>Extend the outlet box between the range and the wall approximately 1 inch from the face of the wall to reduce reach range to no more than 25-1/2 inches from the face of the range.</p>								

		
<p><i>Measurement to face of range.</i></p>	<p>Centerline of toilet in Unit 221 is 15-1/4 inches to the face of the bathtub (minimum 18 inches required).</p> <p>A minimum 18 inches is required between the toilet centerline and the adjacent wall, bathtub or lavatory on the side opposite the direction of approach. (Guidelines Requirement 7 (2)(a)(ii)), Figure 7(a)).</p>	<p>Install offset flanges as required to adjust toilet location relative to the face of the bathtub. Minimum distance from the toilet centerline to the face of the tub to be 17 inches.</p>
<p>28</p> 	<p><i>Bathroom in Unit 221.</i></p>	
		
<p><i>Centerline of toilet.</i></p>		


RETROFITS CONCERNING UFAS REQUIREMENTS


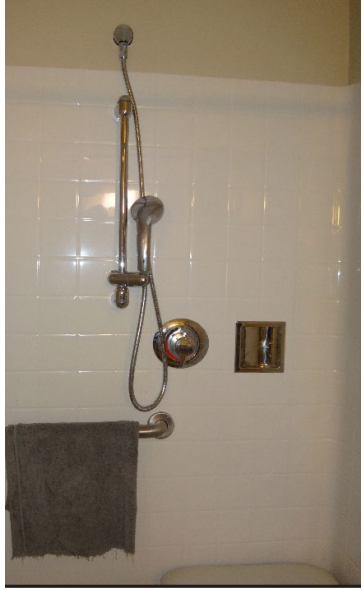
UNIT TYPE ADA 1A: 1 Bedroom, 1 Bathroom



Unit Type ADA 1A is designed to comply with UFAS accessibility requirements. This section of the evaluation addresses retrofits related to UFAS requirements at this unit type.



Plan for Unit Type ADA 1A

	Inaccessible Unit Features		
29	 <p><i>Toilet in Unit 102</i></p>	Toilet centerline is 17 inches from the side wall (18 inches required).	Install offset flange and center the toilet at 18 inches from the side wall.
30	<i>See above.</i>	Toilet paper dispenser is mounted 41 inches from rear wall to outer leading edge (maximum 36 inches allowed).	Relocate toilet paper dispenser. Locate dispenser with centerline 7" to 9" in front of the nose of the toilet.

<p>31</p>	 <p><i>Lavatory in Unit 102.</i></p>	<p>Lavatory supply and waste pipes lack pipe protection.</p>	<p>Install pipe protection wrap or panel.</p>
<p>32</p>	 <p><i>Shower spray in Unit 102.</i></p>	<p>Shower spray is 28 inches from the seat wall of the shower and is 50 inches above the floor of the shower (maximum 27 inches from seat wall and maximum 48 inches to the spray unit handle required).</p>	<p>Relocate shower spray bar to a position 27 inches from the seat wall. Height of shower spray unit handle to be maximum 48 inches above the floor.</p>

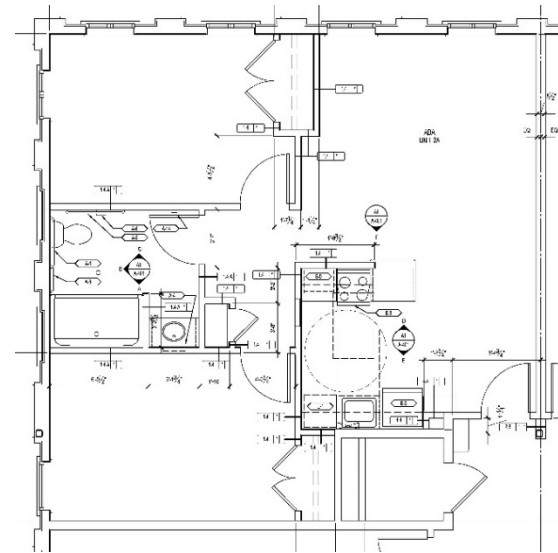
<p>33</p>	 <p><i>Cabinets and range opposite sink wall. Unit 102.</i></p>	<p>Storage cabinets and microwave are not within reach range (maximum 46 inch high reach where approach is parallel and obstructed).</p>	<p>Provide countertop microwave. Remove wall cabinets adjacent to range and install full height wall cabinet with bottom shelf set at maximum 48 inches above the floor.</p>
<p>34</p>	 <p><i>Refrigerator. Unit 102.</i></p>	<p>Freezer area is 56 inches above the floor (at least 50% of the freezer area must be maximum 54 inches above the floor).</p>	<p>Provide replacement refrigerator/freezer on request of the resident. See global note at the beginning of the Unit Retrofits section.</p>
<p>35</p>		<p>Kitchen outlets: verify that topmost outlets and switches over kitchen counters are maximum 46 above the floor and within 24 inches of the front edge of the counter.</p>	<p>Verify locations of all outlets and switches in UFAS unit kitchens.</p>


			<p>Perform retrofits as required to provide environmental controls within reach.</p> <p>Lower at least one outlet at each counter area as required to provide devices within reach range.</p> <p>Lower switches as required to place devices within reach range.</p> <p>Provide box extensions as required to bring the face plate to a position within 24 inches of the front edge of the counter.</p>
36		<p>Closet shelves and coat/robe hooks: survey and confirm that accessible clothes rods and coat/robe hooks are installed at maximum 48 inches above the floor.</p>	<p>Provide and install one clothes shelf/rod unit with the top of the shelf maximum 48 inches above the floor at each unit closet. Provide one coat/robe hook maximum 48 inches above the floor.</p>



UNIT TYPE ADA 2A: 2 Bedroom, 1 Bathroom



Unit Type ADA 2A is designed to comply with UFAS accessibility requirements. This section of the evaluation addresses retrofits related to UFAS requirements for this unit type.

Plan for Unit Type ADA 2A



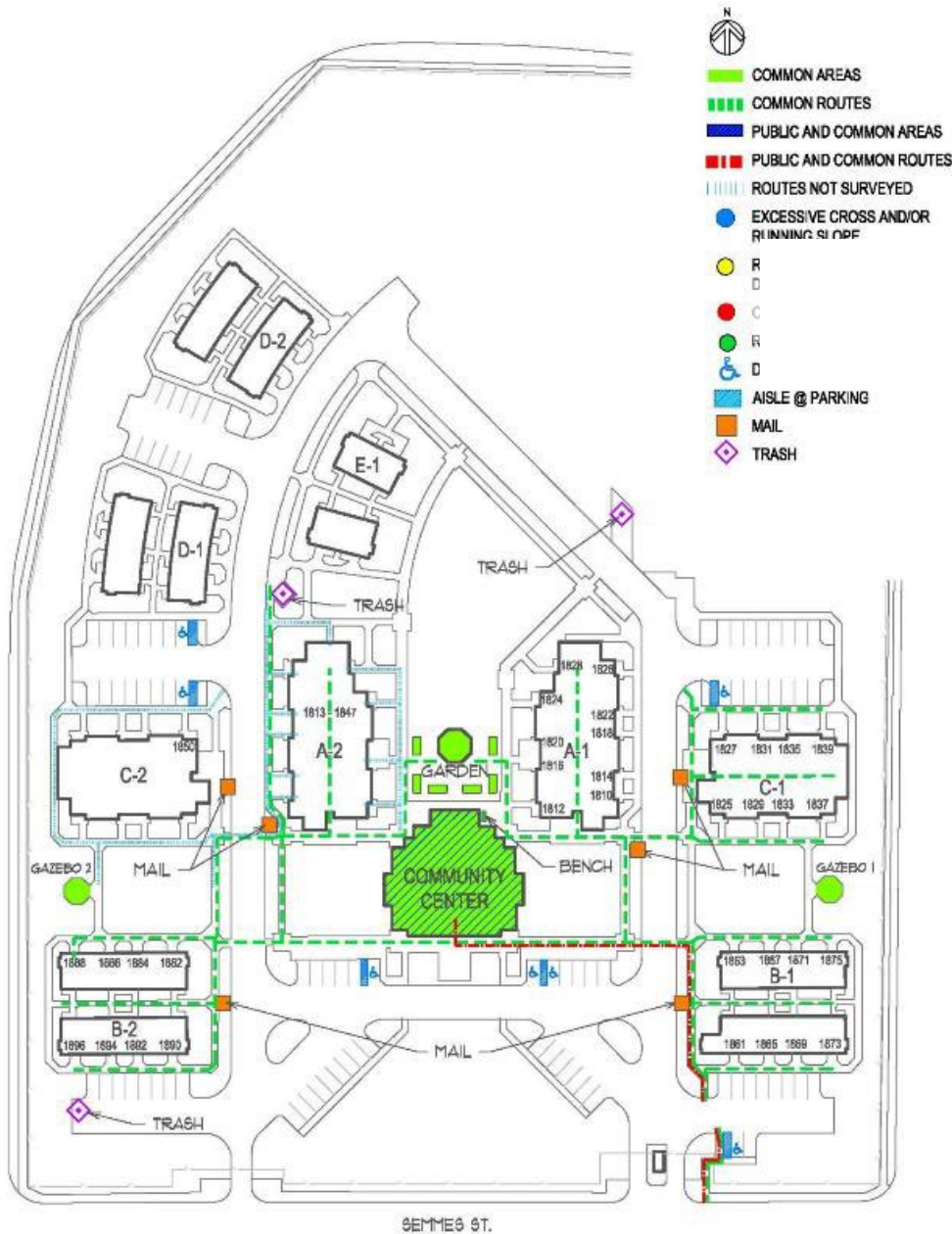
Inaccessible Unit Features		
37	 <p><i>Width of countertop next to range.</i></p>	<p>Outlets are not provided within reach at kitchen countertop area between the range and the wall (at least one outlet must be accessible at each countertop area). Outlets must have a parallel or forward approach provided. For the area between the range and the wall, the parallel approach is obstructed by the range depth. Range is 26-1/2 inches deep.</p> <p>Obstructions to side reach are limited to 25 inches in depth. (Guidelines Requirement 5). Light switches, electrical outlets, thermostats and other environmental controls must be in accessible locations. (Guidelines Requirement 5).</p> <p>Verify locations of all outlets and switches in UFAS unit kitchens. Perform retrofits as required to provide environmental controls within reach.</p> <p>Lower at least one outlet at each counter area as required to provide devices within reach range.</p> <p>Lower switches as required to place devices within reach range.</p> <p>Provide box extensions as required to bring the face plate to a position within 24 inches of the front edge of the counter.</p>

	 <p><i>Depth of range.</i></p>		
38		<p>Closet shelves and coat/robe hooks: survey and confirm that accessible clothes rods and hooks are installed at maximum 48 inches above the floor.</p>	<p>Provide and install one clothes shelf/rod unit with the top of the shelf maximum 48 inches above the floor at each unit closet. Provide one coat/robe hook maximum 48 inches above the floor.</p>
39	 <p><i>Toilet and grab bars. Unit 243.</i></p>	<p>Grab bars mounted at 31-1/2 inches above the floor (minimum 33 inches and maximum 36 inches required).</p>	<p>Relocate grab bars.</p>
40	<p><i>See above.</i></p>	<p>Toilet paper dispenser is mounted 40.5 inches from rear wall to outer leading edge (maximum 36 inches allowed).</p>	<p>Relocate toilet paper dispenser. Locate dispenser with centerline 7" to 9" in front of the nose of the toilet.</p>

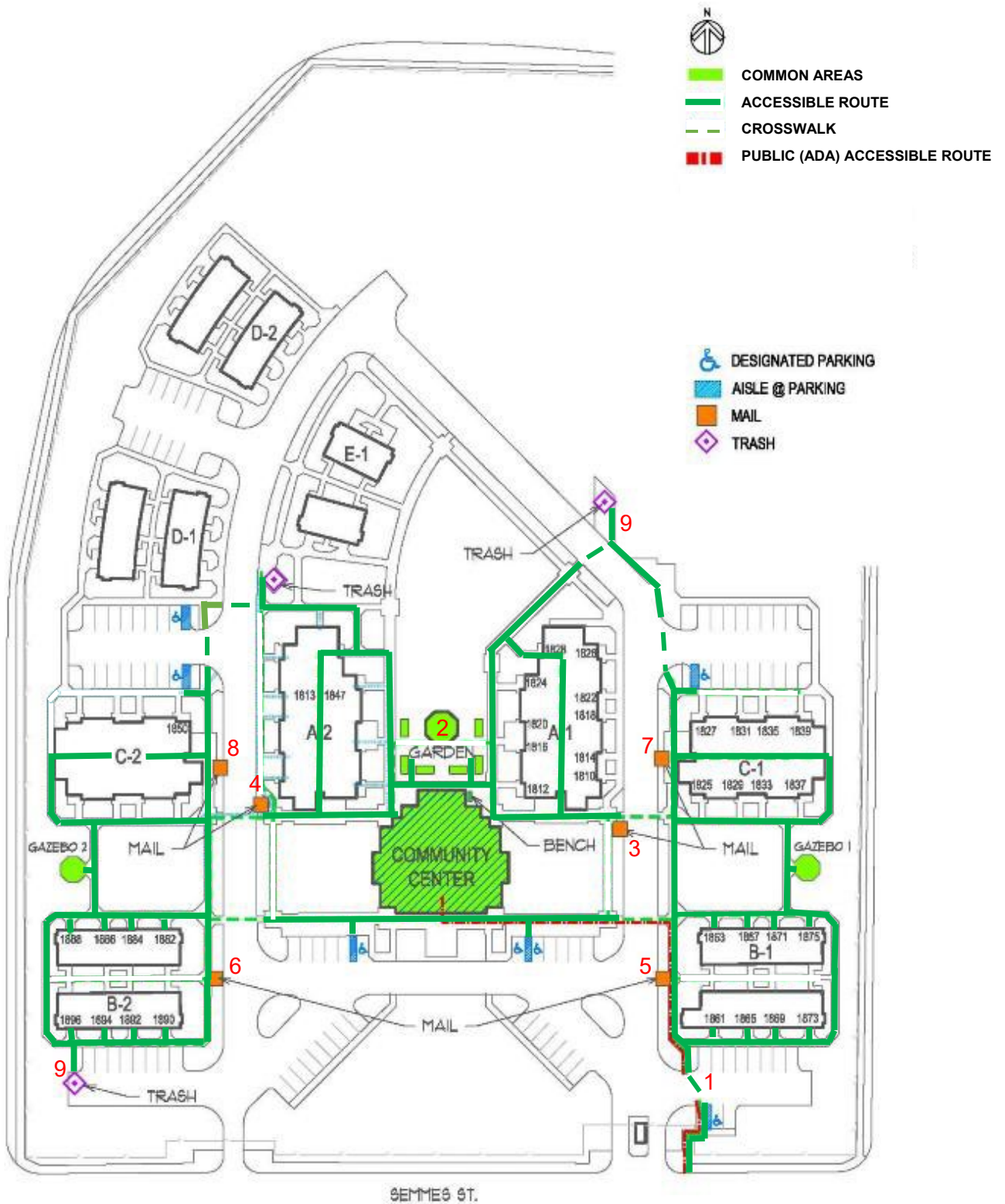
<p>41</p>	 <p><i>Lavatory pipes. Unit 243.</i></p>	<p>Lavatory supply and waste pipes lack pipe protection.</p>	<p>Install pipe protection wrap or panel.</p>
<p>42</p>	 <p><i>Shower. Unit 243.</i></p>	<p>Shower spray is 51 inches above the floor of the shower (maximum 27 inches from seat wall and maximum 48 inches to the spray unit handle required).</p>	<p>Relocate shower spray bar to a position 27 inches from the seat wall. Height of shower spray unit handle to be maximum 48 inches above the floor.</p>
<p>43</p>		<p>Refrigerator freezer area is mounted at 56" above the finished floor to centerline</p>	<p>Replace unit so that refrigerator provides at least 50" of the freezer area below 54" and 100% of the refrigerator space below 54" above finished floor, or a side-by-side vertical unit.</p>

Appendix A-2: RETROFIT PLAN for Fischer Senior Village 1400 Semmes St New Orleans, LA 70114




FISCHER SENIOR: Surveyed Sections Inaccessible Features (FHA)









FISCHER SENIOR: Accessible Route Diagram






A. Routes and Entrances to Covered Dwelling Units and Common Use Areas



	Lack of Accessible Route	
1	 <p><i>Walk ends at driveway by Building B1.</i></p>  <p><i>Access aisle by walk to Semmes.</i></p>  <p><i>Crosswalk route</i></p>	<p>The pedestrian route from Semmes Street to public and common areas or to covered dwelling units is discontinuous and overlaps a vehicular route. There is no curb ramp at the end of the walk connecting to the public right-of-way. The access aisle at the adjacent parking space does connect with the sidewalk but is not in alignment with the opposing sidewalk and curb ramp.</p> <p>At least one accessible route connecting accessible buildings, accessible facilities, accessible elements and accessible spaces on the same site is required. (Guidelines Requirement 2).</p> <p>Exterior accessible routes must be pedestrian routes that are separate from the road or driveway. For example, it is not acceptable to provide only a road or driveway as an accessible route.</p> <p><i>Retrofit:</i></p> <p><i>Verify cross slopes at accessible route as shown on the diagram. Adjust location and/or retrofit paved surfaces as required to confirm that new route complies with ADA and FHAA requirements. Install paint to provide a striped pedestrian crosswalk, marking the accessible route from the curb ramp at building B-1 to the accessible parking access aisle at the Semmes Street entry. Repaint striping at designated accessible parking space and aisle.</i></p>
2	<i>Not Used.</i>	

<p>3</p>	 <p><i>Mail boxes at Building A1, street side</i></p>  <p><i>Mail boxes at Building A1, building side.</i></p>	<p>There is no route to the mailboxes serving Building A-1. The boxes are located at the curb line of a vehicular drive with no connecting sidewalk.</p> <p>At least one accessible route connecting accessible buildings, accessible facilities, accessible elements and accessible spaces on the same site is required. (Guidelines Requirement 2).</p> <p><i>Retrofit: Relocate mailboxes serving units in buildings A-1, A-2, B-1, B-2, C-1, & C-2. These new locations will address accessible route, clear floor space, maneuvering room, and reach range height requirements for all boxes (all units are FHA covered units), out-going mail slots and parcel boxes (if any). New locations to be submitted to DOJ for approval prior to performing retrofits.</i></p>
<p>4</p>	 <p><i>Mail boxes at Building A2, street side.</i></p>  <p><i>Mail boxes at Building A2, building side</i></p>	<p>There is no route to the mail boxes serving Building A2. The boxes are located at the curb line of a vehicular drive with no connecting sidewalk.</p> <p>At least one accessible route connecting accessible buildings, accessible facilities, accessible elements and accessible spaces on the same site is required. (Guidelines Requirement 2).</p> <p><i>Retrofit: Relocate mailboxes serving units in buildings A-1, A-2, B-1, B-2, C-1, & C-2. These new locations will address accessible route, clear floor space, maneuvering room, and reach range height requirements for all boxes (all units are FHA covered units), out-going mail slots and parcel boxes (if any). New locations to be submitted to DOJ for approval prior to performing retrofits.</i></p>


<p>5</p>	 <p><i>Mail boxes at Building B1.</i></p>	<p>There is no route to the mail boxes serving Building B1. The boxes are located at the curb line of a vehicular drive with no connecting sidewalk.</p> <p>At least one accessible route connecting accessible buildings, accessible facilities, accessible elements and accessible spaces on the same site is required. (Guidelines Requirement 2).</p> <p><i>Retrofit: Relocate mailboxes serving units in buildings A-1, A-2, B-1, B-2, C-1, & C-2. These new locations will address accessible route, clear floor space, maneuvering room, and reach range height requirements for all boxes (all units are FHA covered units), out-going mail slots and parcel boxes (if any). New locations to be submitted to DOJ for approval prior to performing retrofits.</i></p>
<p>6</p>	 <p><i>Mail boxes at Building B2.</i></p>	<p>There is no route to the mail boxes serving Building B2. The boxes are located at the curb line of a vehicular drive with no connecting sidewalk.</p> <p>At least one accessible route connecting accessible buildings, accessible facilities, accessible elements and accessible spaces on the same site is required. (Guidelines Requirement 2).</p> <p><i>Retrofit: Relocate mailboxes serving units in buildings A-1, A-2, B-1, B-2, C-1, & C-2. These new locations will address accessible route, clear floor space, maneuvering room, and reach range height requirements for all boxes (all units are FHA covered units), out-going mail slots and parcel boxes (if any). New locations to be submitted to DOJ for approval prior to performing retrofits.</i></p>

<p>7</p>	 <p><i>Mail boxes at Building C1.</i></p>	<p>There is no route to the mail boxes serving Building C1. The boxes are located at the curb line of a vehicular drive with no connecting sidewalk.</p> <p>At least one accessible route connecting accessible buildings, accessible facilities, accessible elements and accessible spaces on the same site is required. (Guidelines Requirement 2).</p> <p><i>Retrofit: Relocate mailboxes serving units in buildings A-1, A-2, B-1, B-2, C-1, & C-2. These new locations will address accessible route, clear floor space, maneuvering room, and reach range height requirements for all boxes (all units are FHA covered units), out-going mail slots and parcel boxes (if any). New locations to be submitted to DOJ for approval prior to performing retrofits.</i></p>
<p>8</p>	 <p><i>Mail boxes at Building C2.</i></p>	<p>There is no route to the mail boxes serving Building C2. The boxes are located at the curb line of a vehicular drive with no connecting sidewalk.</p> <p>At least one accessible route connecting accessible buildings, accessible facilities, accessible elements and accessible spaces on the same site is required. (Guidelines Requirement 2).</p> <p><i>Retrofit: Relocate mailboxes serving units in buildings A-1, A-2, B-1, B-2, C-1, & C-2. These new locations will address accessible route, clear floor space, maneuvering room, and reach range height requirements for all boxes (all units are FHA covered units), out-going mail slots and parcel boxes (if any). New locations to be submitted to DOJ for approval prior to performing retrofits.</i></p>
<p>9</p>	 <p><i>Trash at Building B2.</i></p>	<p>There is no route to the trash dumpster north of Building A1 or to the dumpster south of Building B2. The dumpsters are located in parking areas with access via vehicular routes.</p> <p>At least one accessible route connecting accessible buildings, accessible facilities, accessible elements and accessible spaces on the same site is required. (Guidelines Requirement 2).</p>

		<p><i>Retrofits:</i></p> <p><i>Install new curb ramp at the end of the route from building A-1 heading north to the dumpster. Route to be located as shown on the accessible route diagram. Include marked crosswalk.</i></p> <p><i>Install new walk and curb ramp south of building B-2 as required to provide an accessible route to the dumpster south of the building. Route to be located as shown on the accessible route diagram. Include marked crosswalk.</i></p>
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	Inaccessible Walking Surfaces	
10	 <p><i>West side of concrete walk in front of 1863.</i></p>  <p><i>Cross slope.</i></p>	<p>Cross slopes at walks are greater than 2.0% (maximum 2% allowed).</p> <ul style="list-style-type: none"> a) West side of concrete walk in front of 1863 7.7% b) East side of concrete walk in front of 1863 7.4% c) Between 1863 & 1867 5.6% d) In front of 1867 7.9% e) Between 1867 & 1871 5.0% f) West side of walk in front of 1871 6.7% g) In front of 1875 7.4% h) East of 1875 4.1% i) Not used. j) Not used. k) West of 1861 entry 8.5% l) In front of 1861 7.7% m) Between 1861 & 1865 8.5% n) West of 1865 entry 8.1% o) East of 1865 entry p) Between 1865 & 1869 7.9% q) In front of 1869 8.2% r) Between 1869 & 1873 10.0% s) In front of 1873 8.9% t) In front of 1829 3.3% u) Not used. v) Not used. w) Not used. x) Not used. y) At southeast corner of Building A1 5.4% z) Not used. aa) Not used. bb) Not used. cc) Not used. dd) Not used. ee) Not used. ff) Not used. gg) Not used. hh) Not used.

	ii) Not used.	
	jj) Not used.	
	kk) South of A1, parallel with roadway, near mail	3.2%
	ll) Southwest of the Center just west of the entry	3.6%
	mm) Southwest of the Center by parking	3.0%
	nn) Southwest of the Center west of designated pkg.	3.7%
	oo) Southwest of the Center nearing corner south of A2	6.5%
	pp) Southwest of the Center walk at top of curb ramp leading to Bldg. B2	5.5%
	qq) Northeast of Bldg. B2 near curb ramp leading to Center	4.2%
	rr) East of Bldg. B2	4.0%
	ss) East of Bldg. B2 north of walk to center courtyard	5.6%
	tt) East of Bldg. B2 at turn to walk at center courtyard	3.3%
	uu) East of Bldg. B2, south of walk at center courtyard	3.3%
	vv) East of Bldg. B2, half way to turn to the west	4.1%
	ww) East of Bldg. B2, nearing turn to the west	3.6%
	xx) Southeast of Bldg. B2, at turn to the west	3.3%
	yy) In front of Unit 1890	4.4%
	zz) In front of Unit 1892	3.5%
	aaa) In front of Unit 1894	3.4%
	bbb) In front of Unit 1896	6.8%
	ccc) In front of Unit 1886	3.3%
	ddd) In front of Unit 1888	7.4%
	eee) Not used.	
	fff) Between Bldgs. B2 & C2	3.3%
	ggg) Between Bldgs. B2 & C2 roughly half way	3.9%
	hhh) Not used.	
	iii) Not used.	
	jjj) Not used.	

		<p>kkk) Not used. ll) Not used.</p> <p>A maximum 2% cross slope is allowed. (Guidelines Requirement 2, ANSI 1986 4.3.7).</p> <p><i>Retrofit: Remove and replace sidewalks at all locations listed above and as otherwise required to provide accessible routes as indicated on the accessible route diagram. Cross slopes are to be maximum 2%.</i></p>										
<p>11</p>	 <p><i>Gazebo 1, between Buildings B1 & C1</i></p>  <p><i>Height of step at Gazebo 1</i></p>	<p>There are changes in level at sidewalks and door maneuvering spaces. The vertical changes in level are greater than 1/4 inch and the changes in level are not beveled or ramped (not allowed).</p> <table border="1" data-bbox="706 808 1274 1123"> <thead> <tr> <th><u>Location</u></th> <th><u>Height in inches</u></th> </tr> </thead> <tbody> <tr> <td>Unit 1863, edge of landing at courtyard door.</td> <td>1/2</td> </tr> <tr> <td>Gazebo 1, step at entry</td> <td>8</td> </tr> <tr> <td>Unit 1886, at edge of front porch</td> <td>1</td> </tr> <tr> <td>Gazebo 2, step at entry</td> <td>10</td> </tr> </tbody> </table> <p>Changes in level up to 1/4 inch may be vertical and without edge treatment. Changes in level between 1/4 inch and 1/2 inch require a bevel with a slope no greater than 1:2. Changes in level greater than 1/2 inch must be ramped. (Guidelines Requirement 2, ANSI 1986 4.5.2).</p> <p>Stairs are not allowed to be part of an accessible route. (Guidelines Requirement 1(5), Guidelines Requirement 2, ANSI 1986 4.3.8).</p> <p><i>Retrofits:</i></p> <p><i>Grind or replace paving as required to provide 1:2 beveled edge at Unit 1863 and 1:12 ramped transition at Unit 1886.</i></p> <p><i>Construct a new ramp at each gazebo. Ramps to include handrails and edge protection.</i></p>	<u>Location</u>	<u>Height in inches</u>	Unit 1863, edge of landing at courtyard door.	1/2	Gazebo 1, step at entry	8	Unit 1886, at edge of front porch	1	Gazebo 2, step at entry	10
<u>Location</u>	<u>Height in inches</u>											
Unit 1863, edge of landing at courtyard door.	1/2											
Gazebo 1, step at entry	8											
Unit 1886, at edge of front porch	1											
Gazebo 2, step at entry	10											

12



Curb ramp west side of crossing from Center to B1.



Gap at walk leading to Unit 1825.




There are gaps and areas of deteriorated concrete which are not smooth.



Locations



Curb ramp west side of crossing from Center to B1	1 inch
Gap in front of 1825	2 inch
Gap in front of 1837	1-1/4 inch
Gap northeast of B2	3/4 inch
Gap in front of 1882	1-1/8 inch
Gap in front of 1884	1 inch
Gap in front of 1886	1-1/8 inch
Gap in front of 1888	1-1/8 inch

Elongated openings (gaps) in the accessible route shall have spaces no greater than 1/2 inch wide and shall have the long dimension perpendicular to dominant direction of travel. (Guidelines Requirement 2, ANSI 1986 4.5.4).



Retrofits: Install backer and elastomeric fill at gaps that are 1" wide or less. Fill depth to extend to within 1/4" of the paving surface. Where gaps exceed 1" width, remove and replace a portion of the concrete as required to reduce gaps to less than 1/2" in width. Sawcut existing slabs as needed.




	Inaccessible Curb Ramp Features																			
13	 <p><i>West ramp from Center to B1</i></p>  <p><i>Running slope at ramp.</i></p>	<p>Running slopes of curb ramps are more than 8.3% (maximum 8.3% allowed).</p> <table border="0"> <thead> <tr> <th style="text-align: left;"><u>Location</u></th> <th style="text-align: right;"><u>Running Slope</u></th> </tr> </thead> <tbody> <tr> <td>a) Not used.</td> <td></td> </tr> <tr> <td>b) Ramp west side of crossing from Center to B1</td> <td style="text-align: right;">9.1%</td> </tr> <tr> <td>c) Not used.</td> <td></td> </tr> <tr> <td>d) Ramp from Building B1 to walk to Semmes</td> <td style="text-align: right;">11.5%</td> </tr> <tr> <td>e) Ramp at northwest corner of Building C1</td> <td style="text-align: right;">9.5%</td> </tr> <tr> <td>f) Not used.</td> <td></td> </tr> <tr> <td>g) Not used.</td> <td></td> </tr> <tr> <td>h) Ramp at northeast corner of Building B2</td> <td style="text-align: right;">9.9%</td> </tr> </tbody> </table> <p>A maximum 8.3% (1:12) running slope is allowed. (Guidelines Requirement 2, 1986 ANSI 4.3.7, 1986 ANSI 4.8.2).</p> <p><i>Retrofit: Remove and replace curb ramps...</i></p>	<u>Location</u>	<u>Running Slope</u>	a) Not used.		b) Ramp west side of crossing from Center to B1	9.1%	c) Not used.		d) Ramp from Building B1 to walk to Semmes	11.5%	e) Ramp at northwest corner of Building C1	9.5%	f) Not used.		g) Not used.		h) Ramp at northeast corner of Building B2	9.9%
<u>Location</u>	<u>Running Slope</u>																			
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f) Not used.																				
g) Not used.																				
h) Ramp at northeast corner of Building B2	9.9%																			
14	<i>Not used.</i>																			
15	 <p><i>Change in level at base of curb ramp at Building B1.</i></p>	<p>Curb ramps have lips (unbeveled changes in level) greater than 1/2 inch high where the ramp surface meets the sidewalk or road (not allowed).</p> <table border="0"> <thead> <tr> <th style="text-align: left;"><u>Location</u></th> <th style="text-align: right;"><u>Hgt. (inches)</u></th> </tr> </thead> <tbody> <tr> <td>Ramp from Building A1 To Building B1</td> <td style="text-align: right;">1-1/2</td> </tr> <tr> <td>Ramp from Building B1 to Semmes</td> <td style="text-align: right;">1-1/4</td> </tr> </tbody> </table> <p>Changes in level greater than 1/2 inch must be ramped. (Guidelines Requirement 2, ANSI 1986 4.5.2).</p> <p><i>Retrofits:</i></p> <p><i>For the ramp from bldg. A1 to bldg. B1, a new concrete bevel, maximum 1:12 slope, minimum thickness 4" will</i></p>	<u>Location</u>	<u>Hgt. (inches)</u>	Ramp from Building A1 To Building B1	1-1/2	Ramp from Building B1 to Semmes	1-1/4												
<u>Location</u>	<u>Hgt. (inches)</u>																			
Ramp from Building A1 To Building B1	1-1/2																			
Ramp from Building B1 to Semmes	1-1/4																			




		<p><i>be added. Alternatively, cut back and patch asphalt at base of ramp such that the connection is free of any change in level and the slope of the asphalt does not exceed 5%.</i></p> <p><i>For the ramp from bldg. B-1 to Semmes, replace ramp. (See item 13 above).</i></p>								
	<p>Inaccessible Ramp Features</p>									
<p>16</p>	 <p><i>Walk approaching Unit 1863</i></p>  <p><i>Slope at walk.</i></p>	<p>Running slopes of walks and ramps are more than 8.3% (maximum 8.3% allowed).</p> <table border="1" data-bbox="706 619 1274 829"> <thead> <tr> <th><u>Location</u></th> <th><u>Running Slope</u></th> </tr> </thead> <tbody> <tr> <td>a) Walk approaching Unit 1863</td> <td>9.2%</td> </tr> <tr> <td>b) Walk approaching Unit 1861</td> <td>11.0%</td> </tr> <tr> <td>c) Walk approaching Unit 1839</td> <td>9.6%</td> </tr> </tbody> </table> <p>A maximum 8.3% (1:12) running slope is allowed. (Guidelines Requirement 2, 1986 ANSI 4.3.7, 1986 ANSI 4.8.2).</p> <p><i>Retrofit: Remove existing concrete to the extent required. Determine total rise of ramped section required to provide an accessible route. If less than 6", pour new walk/ramp with top and bottom landings and running slopes not to exceed 8.3%. If more than 6", pour new walk/ramp with top and bottom landings and running slopes not to exceed 8.3% and provide handrails at edge protection at each side of the ramp.</i></p>	<u>Location</u>	<u>Running Slope</u>	a) Walk approaching Unit 1863	9.2%	b) Walk approaching Unit 1861	11.0%	c) Walk approaching Unit 1839	9.6%
<u>Location</u>	<u>Running Slope</u>									
a) Walk approaching Unit 1863	9.2%									
b) Walk approaching Unit 1861	11.0%									
c) Walk approaching Unit 1839	9.6%									



	Inaccessible Door and Gate Maneuvering Clearances																			
17	 <p><i>Measuring slope at Unit 1863 primary entry maneuvering clearance.</i></p>  <p><i>Slope at Unit 1863 entry.</i></p>	<p>Unit primary entry door maneuvering clearances have slopes as steep as 4.7% (maximum 2% allowed) at the concrete pad immediately in front of door.</p> <table border="1" data-bbox="703 457 1279 810"> <thead> <tr> <th><u>Location</u></th> <th><u>Slope</u></th> </tr> </thead> <tbody> <tr> <td>Unit 1863</td> <td>3.1%</td> </tr> <tr> <td>Unit 1871</td> <td>3.1%</td> </tr> <tr> <td>Unit 1875</td> <td>3.2%</td> </tr> <tr> <td>Unit 1869</td> <td>3.8%</td> </tr> <tr> <td>Unit 1873</td> <td>3.2%</td> </tr> <tr> <td>Unit 1896</td> <td>3.6%</td> </tr> <tr> <td>Unit 1892 (to courtyard)</td> <td>4.7%</td> </tr> <tr> <td>Unit 1890 (to courtyard)</td> <td>3.2%</td> </tr> </tbody> </table> <p>A level and clear floor area is required within maneuvering clearances at doors. Slopes in this area may not exceed 1/8 inch per foot (2%). (Guidelines Requirement 2, 1986 ANSI 4.13.6, ANSI 1986 Figure 25(b)).</p> <p><i>Retrofit: At primary entries to listed units at buildings B1 and B2, remove concrete as required to complete the retrofit and provide new concrete at the entry sloping no more than 2% in running and cross directions at 60" x 60" level landing.</i></p>	<u>Location</u>	<u>Slope</u>	Unit 1863	3.1%	Unit 1871	3.1%	Unit 1875	3.2%	Unit 1869	3.8%	Unit 1873	3.2%	Unit 1896	3.6%	Unit 1892 (to courtyard)	4.7%	Unit 1890 (to courtyard)	3.2%
<u>Location</u>	<u>Slope</u>																			
Unit 1863	3.1%																			
Unit 1871	3.1%																			
Unit 1875	3.2%																			
Unit 1869	3.8%																			
Unit 1873	3.2%																			
Unit 1896	3.6%																			
Unit 1892 (to courtyard)	4.7%																			
Unit 1890 (to courtyard)	3.2%																			
18	<i>Not Used.</i>																			
19	<i>Not Used.</i>																			

B. Public and Common Use Areas

	<p>Inaccessible Features at Exterior Mail Boxes</p>	
<p>20</p>	 <p><i>Building B1 - depth of landing at mailboxes.</i></p>  <p><i>Building B1 - relationship of pad to sidewalk and curb.</i></p>	<p>Mailbox frames for Buildings A1, B1, B2 and C1 do not have a level landing of at least 30 inches by 48 inches provided for parallel approach. At Building B1, the landing extends 22 inches from the base of the unit out to the back of the curb line (minimum 30 inch width required). Landings at other buildings are similar.</p> <p>Minimum clear space for wheelchairs is 30 inches by 48 inches and may be positioned for either forward or parallel approach to an object. (Guidelines Requirement 2, ANSI 1986 4.2.4.1, ANSI 1986 Fig. 4).</p> <p><i>Retrofit: Relocate mailboxes serving units in buildings A-1, A-2, B-1, B-2, C-1, & C-2. These new locations will address accessible route, clear floor space / maneuvering room, and reach range height requirements for all boxes (all units are FHA covered units), out-going mail slots and parcel boxes (if any). New locations to be submitted to DOJ for approval prior to performing retrofits.</i></p>

		
<p>21</p>	 <p><i>Mailbox serving Building A1.</i></p>  <p><i>Top two rows of boxes.</i></p>	<p>Mailboxes serving Building A1 have topmost box locks at 59 to 60-5/8 inches above the adjacent concrete (Frame 1 - Box 1 and Box 9; Frame 2 – Box 1 and 5). The second row from the top is 57-1/4 to 57-3/4 inches above the adjacent concrete (Frame 1 - Box 2 and Box 10, Frame 2 - Box 2 and 6) (maximum 54 inches allowed).</p> <p>A range of minimum 9 inches and a maximum 54 inches is allowed for the side reach range where the space below the element is unobstructed. (ANSI 1986 4.2.6).</p> <p><i>Retrofit: Relocate mailboxes serving units in buildings A-1, A-2, B-1, B-2, C-1, & C-2. These new locations will address accessible route, clear floor space, maneuvering room, and reach range height requirements for all boxes (all units are FHA covered units), out-going mail slots and parcel boxes (if any). New locations to be submitted to DOJ for approval prior to performing retrofits.</i></p>

<p>22</p>	 <p><i>Mailbox serving Building A2.</i></p>  <p><i>Top two rows of boxes.</i></p>	<p>Mailboxes serving Building A2 have topmost box locks at 58-1/2 inches to 18-3/4 inches above the adjacent concrete (Frame 1 - Box 1 and Box 9; Frame 2 – Box 1 and 9). The second row from the top is 55-1/4 inches to 55-1/2 inches above the adjacent concrete (Frame 1 - Box 2 and Box 10, Frame 2 - Box 2 and 10) (maximum 54 inches allowed).</p> <p>A range of minimum 9 inches and a maximum 54 inches is allowed for the side reach range where the space below the element is unobstructed. (ANSI 1986 4.2.6).</p> <p><i>Retrofit: Relocate mailboxes serving units in buildings A-1, A-2, B-1, B-2, C-1, & C-2. These new locations will address accessible route, clear floor space, maneuvering room, and reach range height requirements for all boxes (all units are FHA covered units), out-going mail slots and parcel boxes (if any). New locations to be submitted to DOJ for approval prior to performing retrofits.</i></p>
<p>23</p>	 <p><i>Mailbox serving Building B1.</i></p>	<p>Mailboxes serving Building B1 have box locks at 58-1/2 inches above the adjacent concrete (Box 1 and Box 5) and 55-1/4 inches above the adjacent concrete (Box 2 and Box 6) (maximum 54 inches allowed).</p> <p>A range of minimum 9 inches and a maximum 54 inches is allowed for the side reach range where the space below the element is unobstructed. (ANSI 1986 4.2.6).</p> <p><i>Retrofit: Relocate mailboxes serving units in buildings A-1, A-2, B-1, B-2, C-1, & C-2. These new locations will address accessible route, clear floor space, maneuvering room, and reach range height requirements for all boxes (all units are FHA covered units), out-going mail slots and parcel boxes (if any).</i></p>

		<p><i>New locations to be submitted to DOJ for approval prior to performing retrofits.</i></p>
<p>24</p>		<p>Mailboxes serving Building B2 have box locks at 58-3/8 inches above the adjacent concrete (Box 1 and Box 5) and 55-1/2 inches above the adjacent concrete (Box 2 and Box 6) (maximum 54 inches allowed).</p> <p>A range of minimum 9 inches and a maximum 54 inches is allowed for the side reach range where the space below the element is unobstructed. (ANSI 1986 4.2.6).</p> <p><i>Retrofit: Relocate mailboxes serving units in buildings A-1, A-2, B-1, B-2, C-1, & C-2. These new locations will address accessible route, clear floor space, maneuvering room, and reach range height requirements for all boxes (all units are FHA covered units), out-going mail slots and parcel boxes (if any). New locations to be submitted to DOJ for approval prior to performing retrofits.</i></p>

25



Mailbox serving Building C1



Top two rows of boxes.

Mailboxes serving Building C1 have box locks at 59 inches above the adjacent concrete (Box 1 and Box 9) and 55-1/2 inches above the adjacent concrete (Box 2 and Box 10) (maximum 54 inches allowed).

A range of minimum 9 inches and a maximum 54 inches is allowed for the side reach range where the space below the element is unobstructed. (ANSI 1986 4.2.6).

Retrofit: Relocate mailboxes serving units in buildings A-1, A-2, B-1, B-2, C-1, & C-2. These new locations will address accessible route, clear floor space, maneuvering room, and reach range height requirements for all boxes (all units are FHA covered units), out-going mail slots and parcel boxes (if any). New locations to be submitted to DOJ for approval prior to performing retrofits.

26



Mailbox serving Building C1.



Top two rows of boxes.









Third and fourth rows of boxes.




Mailboxes serving Building C1 have box locks at 70 inches above the adjacent concrete (Box 1 and Box 9), 66-3/4 inches above the adjacent concrete (Box 2 and Box 10), 63-1/4 inches above the adjacent concrete (Box 3 and Box 11), 59-3/4 inches above the adjacent concrete (Box 4 and Box 12), and 56-1/4 inches above the adjacent concrete (Box 5 and the outgoing mail slot) (maximum 54 inches allowed).


A range of minimum 9 inches and a maximum 54 inches is allowed for the side reach range where the space below the element is unobstructed. (ANSI 1986 4.2.6).


Retrofit: Relocate mailboxes serving units in buildings A-1, A-2, B-1, B-2, C-1, & C-2. These new locations will address accessible route, clear floor space, maneuvering room, and reach range height requirements for all boxes (all units are FHA covered units), out-going mail slots and parcel boxes (if any). New locations to be submitted to DOJ for approval prior to performing retrofits.



	<p>Common Area Corridors</p>	
<p>27</p>	 <p><i>Bottom of fire extinguisher at common area corridor (near 1836 Laboeuf Ct.).</i></p>  <p><i>Depth of extinguisher.</i></p>	<p>Some wall mounted fire extinguishers at Buildings A1, A2, C1 and C2 interior corridors protrude into the circulation path 5-5/8 inches and are mounted with the bottom edge at 33-3/8 inches above the floor (maximum 4 inch depth allowed if the bottom is more than 27 inches above the floor).</p> <p>Objects protruding from walls with their leading edges between 27 inches and 80 inches above the floor may not project more than 4 inches from the wall. (Guidelines Requirement 2, ANSI 1986 4.4.1).</p> <p><i>Retrofit: Existing fire extinguishers will be lowered such that the bottom edge is less than 27" above the floor.</i></p>
	<p>Community Center Facilities (Public and Common Uses)</p>	
<p>28</p>	 <p><i>Clear knee space under drinking fountain.</i></p>	<p>The drinking fountain knee space is 26-1/4 inches above the floor (minimum 27 inches required).</p> <p>A minimum 27 inch high clear knee space is required for a minimum depth of 8 inches under the fixture. (Guidelines Requirement 2, ANSI 1986 4.15.5(1), ADAAG 4.15.5(1)).</p> <p><i>Retrofit: The lower of the two drinking fountains will be relocated to a height of 27" above the floor, providing correct knee space.</i></p>




<p>29</p>	 <p><i>Activity center sink.</i></p>  <p><i>Height of sink.</i></p>	<p>The rim of the activity center sink is 35-3/4 inches above the floor (maximum 34 inches allowed).</p> <p>A maximum 34 inch height is allowed between the floor and the sink rim or counter surface. (Guidelines Requirement 2, ANSI 1986 4.19.2.2, ADAAG 4.19.2.2).</p> <p><i>Retrofit: Provide forward approach to the fixture. Remove and replace base cabinet and countertop for the sink portion only, Install new components with a maximum 34" countertop height, an open knee space below the sink at least 30" wide, with pipes protected, and a maximum 6" depth sink.</i></p>
<p>30</p>	 <p><i>Classroom sink.</i></p>	<p>The rim of the classroom sink is 35-5/8 inches above the floor (maximum 34 inches allowed). Parallel approach is obstructed by the wall to the left of the sink and forward approach is obstructed by the cabinetry (accessible approach is required).</p> <p>A maximum 34 inch height is allowed between the floor and the sink rim or counter surface. (Guidelines Requirement 2, ANSI 1986 4.19.2.2, ADAAG 4.19.2.2).</p> <p><i>Retrofit: Provide forward approach to the fixture. Remove and replace base cabinet and countertop for the sink portion only, Install new components with a maximum 34" countertop height, an open knee space below the sink at least 30" wide, with pipes protected, and a maximum 6" depth sink.</i></p>




		
31	<p><i>Not used.</i></p>	
	<p>Community Center – Single User Restroom near Entry</p>	
32	<div data-bbox="289 768 678 1062">  <p><i>Single user bathroom toilet.</i></p> </div> <div data-bbox="289 1125 678 1608">  <p><i>Distance from side wall to toilet centerline.</i></p> </div>	<p>The toilet centerline is 19-1/8 inches from the side wall (maximum 18 inches allowed).</p> <p>A distance of 18 inches is required between the toilet centerline and the side wall. (Guidelines Requirement 2, ANSI 1986 4.16.2, ANSI 1986 Fig. 28, ADAAG 4.16.2, ADAAG Fig. 28).</p> <p><i>Retrofit: Remove grab bar from wall, install wood furring, and re-install side wall grab bar 18" from centerline of toilet.</i></p>


33	 <p><i>Restroom side grab bar</i></p>	<p>Side grab bar at the toilet is mounted incorrectly. The bar extends 47 inches from the back wall (minimum 54 inches required).</p> <p>Grab bars for toilets in single user restrooms are to extend a minimum of 54 inches from the back wall. (Guidelines Requirement 2, ANSI 1986 4.16.4, ANSI 1986 Figure 29(b), ADAAG 4.16.4, ADAAG Figure 29(b)).</p> <p><i>Retrofit: Remove and re-install removed bar with grab bar 12" from rear wall, so that the end of grab bar extends the required 54" from the rear wall.</i></p>
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	<p>Community Center – Single User Restroom at Abandoned Beauty Shop</p>	<p>Note: this restroom is not currently open to residents or members of the public. Future intended uses unknown.</p>
34	<p><i>Not Used.</i></p>	
35	 <p><i>Beauty shop unisex restroom side grab bar.</i></p>	<p>Side grab bar at the toilet is mounted incorrectly. The bar extends 47-1/8 inches from the back wall (minimum 54 inches required).</p> <p>Grab bars for toilets in single user restrooms are to extend a minimum of 54 inches from the back wall. (Guidelines Requirement 2, ANSI 1986 4.16.4, ANSI 1986 Figure 29(b), ADAAG 4.16.4, ADAAG Figure 29(b)).</p> <p><i>Retrofit: Remove and re-install removed bar with grab bar 12" from rear wall, so that the end of grab bar extends the required 54" from the rear wall.</i></p>
36	<p><i>Not Used.</i></p>	

	<p>Community Center Women’s Restroom</p>	
<p>37</p>	 <p><i>Sign at Women’s restroom.</i></p>	<p>Permanent room signs do not have tactile sans serif characters (required). Occurs at multiple locations.</p> <p>Tactile characters are required on interior and exterior signs identifying permanent rooms and spaces. (Guidelines Requirement 2, ANSI 1986 4.28.4, ADAAG 4.30.4).</p> <p>Uppercase sans serif characters are required for raised characters. (Guidelines Requirement 2, ANSI 1986 4.28.4, ADAAG 4.30.4).</p> <p><i>Retrofit: Provide ADA compliant signage at restrooms. Include tactile pictogram, letters and Braille. Mount as specified in ADA 2010.</i></p>
<p>38</p>	 <p><i>Women’s restroom side grab bar.</i></p>	<p>Side grab bar at the toilet is mounted incorrectly. The bar extends 47-1/8 inches from the back wall (minimum 52 inches required).</p> <p>Grab bars for toilets in accessible compartments are to extend a minimum of 52 inches from the back wall. (Guidelines Requirement 2, ANSI 1986 4.17.6, ANSI 1986 Figure 30(a), ADAAG 4.17.6, ADAAG Figure 30(a)).</p> <p><i>Retrofit: Remove and re-install removed bar with grab bar 12” from rear wall, so that the end of grab bar extends the required 54” from the rear wall.</i></p>

<p>39</p>		<p>Toilet centerline is 18-3/4 inches from the sidewall (maximum 18 inches required).</p> <p>Clear floor space for toilets in compartments includes a requirement that the toilet be 18 inches from a sidewall. (Guidelines Requirement 2, ANSI 1986 4.17.2. AMSO 1986 4.16.2, ANSI 1986 Fig. 28, ADAAG 4.16.2, ADAAG Fig. 28.)</p> <p><i>Retrofit: When side wall grab bar is removed, furr out side wall to position grab bar 18" from centerline of toilet.</i></p>
<p>Community Center Men's Restroom</p>		
<p>40</p>		<p>Permanent room signs do not have tactile sans serif characters (required).</p> <p>Tactile characters are required on interior and exterior signs identifying permanent rooms and spaces. (Guidelines Requirement 2, ANSI 1986 4.28.4, ADAAG 4.30.4).</p> <p>Uppercase sans serif characters are required for raised characters. (Guidelines Requirement 2, ANSI 1986 4.28.4, ADAAG 4.30.4).</p> <p><i>Retrofit:</i> <i>Provide ADA compliant signage at restrooms. Include tactile pictogram, letters and Braille. Mount as specified in ADA 2010.</i></p>
<p>41</p>		<p>Urinal clear floor space at the accessible urinal is 29 inches wide (minimum 30 inches required).</p> <p>A clear space 30 inches wide is required in front of the accessible urinal. (Guidelines Requirement 2, ANSI 1986 4.18.3, ADAAG 4.18.3).</p>

	<p><i>Width between partitions at the urinal</i></p>	<p><i>Retrofit: Remove partition, repair laminate, and re-install at 30" from opposing stall partition.</i></p>
<p>42</p>	 <p><i>Men's restroom side grab bar</i></p>	<p>Side grab bar at the toilet is mounted incorrectly. The bar extends 46-3/4 inches from the back wall (minimum 52 inches required).</p> <p>Grab bars for toilets in accessible compartments are to extend a minimum of 52 inches from the back wall. (Guidelines Requirement 2, ANSI 1986 4.17.6, ANSI 1986 Figure 30(a), ADAAG 4.17.6, ADAAG Figure 30(a)).</p> <p><i>Retrofit: Remove and re-install removed bar with grab bar 12" from rear wall, so that the end of grab bar extends the required 54" from the rear wall.</i></p>
<p>43</p>	 <p><i>Toilet and compartment.</i></p>  <p><i>Depth of stall to face of niche.</i></p>	<p>Toilet clear floor space is 51-1/2 inches deep at the sidewall (minimum 59 inches required for floor mounted toilets).</p> <p>Toilet stall depth is minimum 59 inches where toilets are floor mounted. (Guidelines Requirement 2, ANSI 1986 4.17.3, ANSI 1986 Figure 30 (a), ADAAG 4.17.3, ADAAG Figure 30 (a)).</p> <p><i>Retrofit: Remove wall finish at pilaster, and investigate removing materials sufficient to provide the required 59" dimension from rear wall. If possible, repair and replace, installing side grab bar as part of work. If this is a structural member, repair maximizing space in process, and terminate grab bar into pilaster.</i></p>

44	 <p data-bbox="285 541 423 575"><i>Coat hook</i></p>	<p data-bbox="703 203 1382 279">Coat hook in the toilet compartment is 67-5/8 inches above the floor (maximum 54 inches allowed).</p> <p data-bbox="703 317 1406 434">Maximum allowed unobstructed side reach range is 54 inches above the floor. (Guidelines Requirement 2, ANSI 1986 4.2.6, ADAAG 4.2.6).</p> <p data-bbox="703 447 813 485"><i>Retrofit:</i></p> <p data-bbox="703 497 1414 615"><i>Either add a new coat hook at maximum 48" above the floor, or remove existing coat hook, and re-install at maximum 48" height above floor.</i></p>
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C. Covered Dwelling Units

Retrofits listed herein are required at all units of the same type, not just the units that were surveyed. Some units of a given type may need fewer retrofits.

HANO to provide complete list of unit numbers identified by unit type and building to DOJ prior to start of retrofit inspections.

Fischer Senior has 9 buildings with 100 units, 84 of which are covered dwelling units required to comply with the FHAA. All ground floor units and units served by elevators are one bedroom or two-bedroom units. Three buildings (D1, D2, and E1) have fewer than 4 units and are therefore not covered dwellings. All the remaining units are either ground floor or served by elevators.

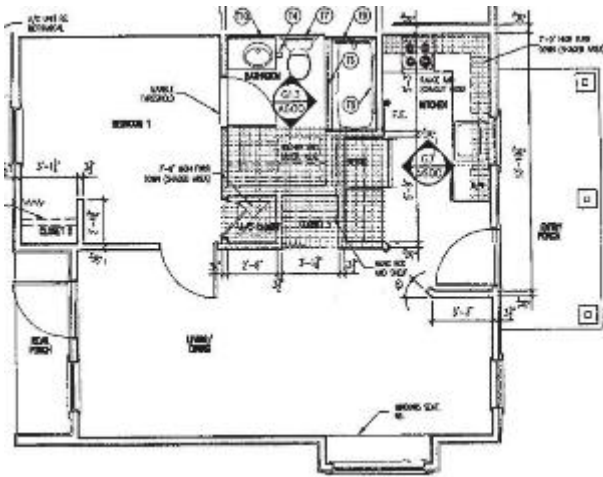
Units designed as fully accessible (“UFAS”) units are located in Buildings A1 and A2.

**Covered Unit Types/Counts
(per plans)**

	1B1B	1B1B "HC"	2B1B	2B1B "HC"	
A1	10	4	2	2	18
A2	10	4	4	0	18
B1	7		1		8
B2	8				8
C1	16				16
C2	16				16
	67	8	7	2	84



UNIT TYPE – 1 Bedroom/1 Bathroom



Typical for 67 units.











Plan Unit Type 1 Bedroom/1 Bath



Inaccessible Features:





Inaccessible Unit Features																																					
45	<div style="display: flex; flex-direction: column; align-items: center;">  <p><i>Closet door at 1880 Thayer.</i></p>  <p><i>Width of closet door opening.</i></p> </div>																																				
<p>Interior doors have a clear width of 21 to 29-1/4 inches (minimum 31-5/8 inches required).</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;"></th> <th style="text-align: right; border-bottom: 1px solid black;">Width in Inches</th> </tr> </thead> <tbody> <tr> <td><u>1852 Thayer</u></td> <td></td> </tr> <tr> <td>Bathroom door</td> <td style="text-align: right;">28-1/2</td> </tr> <tr> <td>Closet door #1</td> <td style="text-align: right;">21</td> </tr> <tr> <td colspan="2">(closet depth is 28 inches)</td> </tr> <tr> <td colspan="2">Closet #2 is 24" deep</td> </tr> <tr> <td colspan="2">.</td> </tr> <tr> <td><u>1874 Thayer</u></td> <td style="text-align: right;">Inches</td> </tr> <tr> <td>Bathroom door</td> <td style="text-align: right;">29</td> </tr> <tr> <td>Closet door #1</td> <td style="text-align: right;">21</td> </tr> <tr> <td colspan="2">(closet depth is 29-3/4 inches)</td> </tr> <tr> <td colspan="2">Closet door #2 blocked by personal possessions.</td> </tr> <tr> <td><u>1880 Thayer</u></td> <td style="text-align: right;">Inches</td> </tr> <tr> <td>Bathroom door</td> <td style="text-align: right;">30</td> </tr> <tr> <td>Closet door #1 (width is approx.)</td> <td style="text-align: right;">21</td> </tr> <tr> <td colspan="2">(closet depth is 29-3/8 inches)</td> </tr> <tr> <td>Closet door #2</td> <td style="text-align: right;">21-1/2</td> </tr> <tr> <td colspan="2">(closet depth is 26-1/4 inches)</td> </tr> </tbody> </table>			Width in Inches	<u>1852 Thayer</u>		Bathroom door	28-1/2	Closet door #1	21	(closet depth is 28 inches)		Closet #2 is 24" deep		.		<u>1874 Thayer</u>	Inches	Bathroom door	29	Closet door #1	21	(closet depth is 29-3/4 inches)		Closet door #2 blocked by personal possessions.		<u>1880 Thayer</u>	Inches	Bathroom door	30	Closet door #1 (width is approx.)	21	(closet depth is 29-3/8 inches)		Closet door #2	21-1/2	(closet depth is 26-1/4 inches)	
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		<p>1886 Thayer Inches</p> <table border="0" style="width: 100%;"> <tr> <td>Bathroom door</td> <td style="text-align: right;">29</td> </tr> <tr> <td>Closet door #1</td> <td style="text-align: right;">22-1/2</td> </tr> </table> <p>(closet depth is 29-1/2 inches) Closet #2 is 24" deep</p> <p>Within dwelling units, doors for user passage must have a clear opening width of 32 inches nominal when the door is open 90 degrees. (Guidelines Requirement 3 (2)).</p> <p><i>Retrofits:</i></p> <p><i>At bathroom doors, replace existing hinged doors with pocket door (of correct width). New doors will provide a minimum 31-5/8" clear opening width. Provide privacy latch set.</i></p> <p><i>At closets more than 24 inches deep, furr out the back wall 2½" to 5½" to reduce closet depth to 24" maximum. Door width to remain as-is.</i></p>	Bathroom door	29	Closet door #1	22-1/2
Bathroom door	29					
Closet door #1	22-1/2					
<p>46</p>	 <p><i>1874 Thayer thermostat</i></p>	<p>Thermostat top controls are 60 inches above the floor (maximum 48 inches allowed).</p> <p>A maximum 48 inches is allowed for the reach range where the space below the control is unobstructed. (Guidelines, Requirement 5).</p> <p><i>Retrofit: Remove thermostats, adjust wiring and re-install thermostats so that the highest operable part is no more than 48" above the floor. Patch prior location.</i></p>				
<p>47</p>	 <p><i>1874 Thayer switch.</i></p>	<p>Switches are 49 inches above the floor to the top of the toggle (maximum 48 inches allowed).</p> <p>A maximum 48 inches is allowed for the reach range where the space below the control is unobstructed. (Guidelines, Requirement 5).</p> <p><i>Retrofit: Remove switches, adjust wiring and re-install switches so that the highest operable part is no more than 48" above the floor. Patch prior location.</i></p>				

	 <p data-bbox="289 527 548 562"><i>1880 Thayer switch.</i></p>	
<p data-bbox="201 600 240 632">48</p>	 <p data-bbox="289 894 683 999"><i>1874 Thayer, kitchen and countertop area to the right of the range.</i></p>  <p data-bbox="289 1314 656 1388"><i>1874 Thayer, depth of range from wall.</i></p>  <p data-bbox="289 1696 683 1801"><i>1880 Thayer, kitchen and countertop area to the right of the range.</i></p>	<p data-bbox="704 600 1446 911">No outlet is provided within reach at the area of the kitchen countertops between the range and the wall to the side of the range. Outlets must have a parallel or forward approach provided. The outlets are obstructed by the range which is approximately 27 inches deep (maximum 25-1/2 inches depth allowed). Parallel approach is obstructed by cabinets on one side and the wall on the other.</p> <p data-bbox="704 968 1455 1121">Light switches and outlets over kitchen base cabinets must be in accessible locations. Obstructions should not extend more than 25 inches from the wall. (Guidelines Requirement 5).</p> <p data-bbox="704 1163 1425 1398"><i>Retrofit: Reconfigure kitchen as illustrated in Appendix A.1. If stove is maximum 25-1/2 inches deep, retrofit Appendix A.1 is acceptable as-is. If stove is more than 25-1/2 inches deep, add an outlet at the face of the filler panel to the right of the refrigerator (just below the counter).</i></p>

	 <p><i>1880 Thayer, depth of range from wall.</i></p>	
<p>49</p>	 <p><i>1874 Thayer, outlets in the corner of the kitchen</i></p>  <p><i>1874 Thayer, distance from corner to outlet to the right of the sink</i></p>  <p><i>1874 Thayer, distance from corner to outlet to the left of the range.</i></p>	<p>No outlets are within reach at the area of the kitchen countertops between the range and the sink. Outlets must have a parallel or forward approach provided. The outlets in this counter area are obstructed by the countertop and the range.</p> <p>Light switches and outlets over kitchen base cabinets must be in accessible locations. Obstructions should not extend more than 25 inches from the wall. (Guidelines Requirement 5).</p> <p><i>Retrofit: Reconfigure kitchen as illustrated in Appendix A.1. If stove is maximum 25-1/2 inches deep, retrofit Appendix A.1 is acceptable as-is. If stove is more than 25-1/2 inches deep, add an outlet at the face of the filler panel to the right of the refrigerator (just below the counter).</i></p>
<p>50</p>	<p><i>Not used.</i></p>	

<p>51</p>	 <p><i>Dimension from side wall to centerline of lavatory, 1874 Thayer.</i></p>	<p>The lavatory centerlines are 15-1/8 to 15-1/2 inches to the side wall (minimum 24 inches required) and the cabinets are not removable.</p> <table border="1" data-bbox="699 373 1274 611"> <thead> <tr> <th><u>Location</u></th> <th><u>Distance (inches)</u></th> </tr> </thead> <tbody> <tr> <td>1852 Thayer</td> <td>15-1/8</td> </tr> <tr> <td>1874 Thayer</td> <td>15-1/2</td> </tr> <tr> <td>1880 Thayer</td> <td>15-1/8</td> </tr> <tr> <td>1886 Thayer</td> <td>15-1/2</td> </tr> </tbody> </table> <p>A minimum 30 by 48-inch clear floor space centered on the lavatory is required for parallel approach unless the cabinet is either removable or not provided. (Guidelines Requirement 7 (2)(a)(ii), Figure 7(c)).</p> <p><i>Retrofit: Remove existing vanity cabinet. Replace it with a wall hung lavatory so that it provides a front approach. Alternatively, remove or reconfigure existing base cabinet so that base is removable and resulting knee and toe clearances provide space for a forward approach to the fixture. Finish floor, trim and wall finishes beneath the fixture.</i></p>	<u>Location</u>	<u>Distance (inches)</u>	1852 Thayer	15-1/8	1874 Thayer	15-1/2	1880 Thayer	15-1/8	1886 Thayer	15-1/2
<u>Location</u>	<u>Distance (inches)</u>											
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1886 Thayer	15-1/2											
<p>52</p>	 <p><i>Centerline of toilet at 1880 Thayer St</i></p>	<p>Toilet centerlines are 13 inches to the vanity cabinet in (minimum 15 inches required).</p> <table border="1" data-bbox="699 1318 1274 1472"> <thead> <tr> <th><u>Location</u></th> <th><u>Distance (inches)</u></th> </tr> </thead> <tbody> <tr> <td>1852 Thayer</td> <td>14-1/2</td> </tr> <tr> <td>1880 Thayer</td> <td>13</td> </tr> </tbody> </table> <p>A minimum 15 inch distance is required between the toilet centerline and the vanity in the direction of approach. (Guidelines, Requirement 7 (2)(a)(ii), Figure 7(a)).</p> <p><i>Retrofit: Where the centerline of the toilet is less than 14-1/2 inches from the vanity countertop, remove existing vanity cabinet. Replace it with a wall hung lavatory so that it provides a front approach. Alternatively, remove or reconfigure existing base cabinet so that base is</i></p>	<u>Location</u>	<u>Distance (inches)</u>	1852 Thayer	14-1/2	1880 Thayer	13				
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		<p><i>removable and resulting knee and toe clearances provide space for a forward approach to the fixture. Finish floor, trim and wall finishes beneath the fixture.</i></p>										
<p>53</p>	 <p><i>1874 Thayer, relationship of door, toilet, laundry door and tub</i></p>  <p><i>1874 Thayer, distance from nose of door to side of tub</i></p>  <p><i>1880 Thayer, distance from nose of door to side of tub</i></p>	<p>Bathrooms do not have space within the room for a person using a wheelchair to enter and close the door. Clear space is 34-3/8 inches long (minimum 48 inches required).</p> <p>Bathrooms require sufficient maneuvering space for a person using a wheelchair to enter and close the door, use the fixtures, and open the door and exit. (Guidelines Requirement 7 (2)(a)(i), Figure 6).</p> <p><i>Retrofit: Remove existing door, reconfigure jamb and install new pocket door such that the clear width of the bathroom door opening is minimum 31-5/8". Patch jamb, casing and finishes as needed.</i></p>										
<p>54</p>	 <p><i>Kitchen in 1874 Thayer</i></p>	<p>Clearances between opposing countertops, cabinets, appliances and walls are 37-1/8 to 43-5/8 inches (minimum 60 inches required).</p> <table border="0" data-bbox="706 1669 1282 1858"> <thead> <tr> <th></th> <th style="text-align: right;">Distance (inches)</th> </tr> </thead> <tbody> <tr> <td>1852 Thayer</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>Countertop to wall</td> <td style="text-align: right;">43</td> </tr> <tr> <td>Refrigerator to dishwasher</td> <td style="text-align: right;">37</td> </tr> <tr> <td>Counter to counter</td> <td style="text-align: right;">43</td> </tr> </tbody> </table>		Distance (inches)	1852 Thayer	_____	Countertop to wall	43	Refrigerator to dishwasher	37	Counter to counter	43
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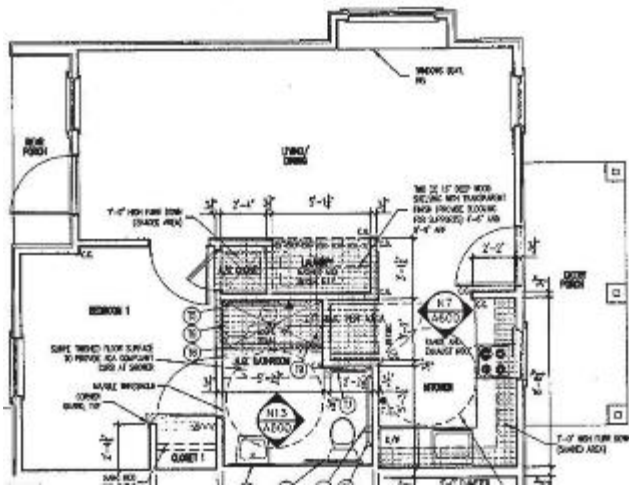
		<p>1874 Thayer (inches)</p> <table border="0"> <tr> <td>Countertop to wall</td> <td>43-5/8</td> </tr> <tr> <td>Refrigerator to dishwasher</td> <td>34-1/2</td> </tr> <tr> <td>Counter to counter</td> <td>43-1/2</td> </tr> </table> <p>1880 Thayer (inches)</p> <table border="0"> <tr> <td>Countertop to wall</td> <td>43-3/4</td> </tr> <tr> <td>Refrigerator to sink</td> <td>37-1/8</td> </tr> <tr> <td>Counter to counter</td> <td>43-5/8</td> </tr> </table> <p>1886 Thayer (inches)</p> <table border="0"> <tr> <td>Countertop to wall</td> <td>44-1/8</td> </tr> <tr> <td>Refrigerator to dishwasher</td> <td>39</td> </tr> <tr> <td>Counter to counter</td> <td>43-3/4</td> </tr> </table> <p>A minimum 60-inch clearance is required between all opposing base cabinets, countertops, appliances or walls within kitchen work areas in a U-shaped kitchen. (Guidelines Requirement 7(1)(c)).</p> <p><i>Retrofit: Reconfigure kitchen as illustrated in Appendix A.1. If stove is maximum 25-1/2 inches deep, retrofit Appendix A.1 is acceptable as-is for Type B units. If stove is more than 25-1/2 inches deep, add an outlet at the face of the filler panel to the right of the refrigerator (just below the counter).</i></p>	Countertop to wall	43-5/8	Refrigerator to dishwasher	34-1/2	Counter to counter	43-1/2	Countertop to wall	43-3/4	Refrigerator to sink	37-1/8	Counter to counter	43-5/8	Countertop to wall	44-1/8	Refrigerator to dishwasher	39	Counter to counter	43-3/4
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<p>55</p>		<p>The ranges do not have parallel approach provided (parallel approach is required to the cooktop). Space available for parallel approach is 43-5/8 to 43-3/4 inches (minimum 48 inches required) and space to one side of the range is 1-1/4 inches (minimum 9 inches required).</p> <p>A clear floor space at least 30 inches by 48 inches allowing parallel approach is required at the range or cooktop. (Guidelines Requirement 7 (1)(a)).</p> <p><i>Retrofit: Reconfigure kitchen as illustrated in Appendix A.1. If stove is maximum 25-1/2 inches deep, retrofit Appendix A.1 is acceptable as-is for Type B unit. If stove is more than 25-1/2 inches deep, add an outlet at the face of the filler panel to the right of the refrigerator (just below the counter).</i></p>																		

Counter to counter dimension, 1874 Thayer

1874 Thayer, width of space available for parallel approach and width of space to one side of range.


	<p><i>1880 Thayer, width of space available for parallel approach.</i></p>
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UNIT TYPE – 1 Bedroom/1 Bathroom “HC”
 Typical for 8 units.






Plan for 1 Bedroom/1 Bathroom “HC” Unit

Inaccessible Features:

	Inaccessible Unit Features	
56	 <p><i>1836 Laboeuf Ct. thermostat</i></p>	<p>Thermostat top controls are 56 to 57-3/4 inches above the floor (maximum 48 inches allowed).</p> <p>A maximum 48-inches is allowed for the reach range where the space below the control is unobstructed. (Guidelines, Requirement 5).</p> <p><i>Retrofit: Remove thermostats, adjust wiring and re-install thermostats so that the highest operable part is no more than 48” above the floor. Patch prior location.</i></p>

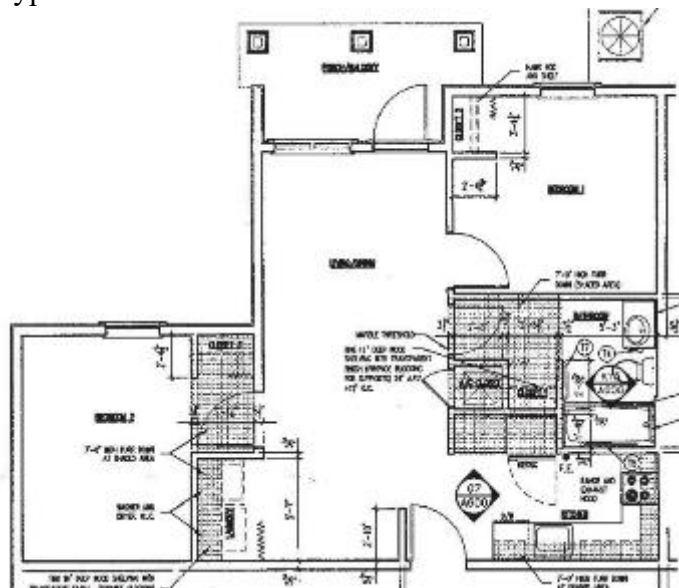
	 <p data-bbox="289 472 672 514"><i>1834 Laboeuf Ct. thermostat</i></p>	
<p data-bbox="203 531 240 562">57</p>	 <p data-bbox="289 1050 672 1123"><i>1836 Laboeuf Ct. - countertop area to the left of the range.</i></p>  <p data-bbox="289 1434 672 1507"><i>1836 Laboeuf Ct. – depth of range from wall.</i></p> 	<p data-bbox="706 541 1442 814">No outlet is provided within reach at the area of the kitchen countertops between the range and the wall to the left of the range. Outlets must have a parallel or forward approach provided. The outlets are obstructed by the range which is approximately 28-1/2 inches deep (maximum 25-1/2 inches depth allowed). Access to the outlet requires reaching over the range.</p> <p data-bbox="706 829 1442 982">Light switches and outlets over kitchen base cabinets must be in accessible locations. Obstructions should not extend more than 25 inches from the wall. (Guidelines Requirement 5).</p> <p data-bbox="706 1012 1442 1123"><i>Retrofit: Replace ranges with countertop depth ranges to allow existing outlets to be within the required reach ranges.</i></p>

	<p><i>1834 Laboeuf Ct. – depth of range from wall.</i></p>																	
<p>58</p>	 <p><i>1834 Laboeuf Ct. – outlets in the corner of the kitchen.</i></p>  <p><i>1834 Laboeuf Ct. – distance from corner to outlet centerline (left of sink).</i></p>  <p><i>1842 Laboeuf Ct. – distance from corner to outlet centerline (right of range).</i></p>	<p>No outlets are within reach at the area of the kitchen countertops between the range and the sink. Outlets must have a parallel or forward approach provided. Parallel approach is obstructed by the range on one side and by the countertops on the other. Both outlets are in the corner such that they do not overlap the portion of the counter where open space is provided.</p> <p>Light switches and outlets over kitchen base cabinets must be in accessible locations. Obstructions should not extend more than 25 inches from the wall. (Guidelines Requirement 5).</p> <p><i>Retrofit: Remove existing outlet, relocate outlet to a location more than 36” from the wall corner, so that it is within reach range of a wheelchair user. Alternatively, add outlet at a location 36” from the wall corner so that it is within reach range of a wheelchair user.</i></p>																
<p>59</p>	 <p><i>Kitchen in 1836 Laboeuf Ct</i></p>	<p>Clearances between opposing countertops, cabinets, appliances and walls are less than 52-1/2 to 58-7/8 inches (minimum 60 inches required).</p> <table border="0"> <thead> <tr> <th></th> <th style="text-align: right;">Distance</th> </tr> <tr> <th style="text-align: left;"><u>Unit 1819 Laboeuf Ct.</u></th> <th style="text-align: right;"><u>(inches)</u></th> </tr> </thead> <tbody> <tr> <td>Countertop to wall</td> <td style="text-align: right;">59</td> </tr> <tr> <td>Range to wall</td> <td style="text-align: right;">57-5/8</td> </tr> <tr> <td>Refrigerator to range</td> <td style="text-align: right;">58-1/4</td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <th style="text-align: left;"><u>Unit 1834 Laboeuf Ct.</u></th> <th style="text-align: right;"><u>(inches)</u></th> </tr> <tr> <td>Countertop to wall</td> <td style="text-align: right;">60</td> </tr> </tbody> </table>		Distance	<u>Unit 1819 Laboeuf Ct.</u>	<u>(inches)</u>	Countertop to wall	59	Range to wall	57-5/8	Refrigerator to range	58-1/4	 		<u>Unit 1834 Laboeuf Ct.</u>	<u>(inches)</u>	Countertop to wall	60
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	<p>Range to wall 57-5/8 Refrigerator to range 58-1/4</p>
<p><i>1836 Laboeuf Ct., dimension between range and refrigerator.</i></p>	<p><u>Unit 1836 Laboeuf Ct.</u> Countertop to wall 59-3/8 Range to wall 55-3/4 Refrigerator to range 54-5/8</p>
	<p><u>Unit 1837 Laboeuf Ct.</u> Countertop to wall 58 Range to wall 56-1/2 Refrigerator to range 51-1/2</p>
<p><i>Kitchen in 1834 Laboeuf Ct.</i></p>	<p>A minimum 60-inch clearance is required between all opposing base cabinets, countertops, appliances or walls within kitchen work areas in a U-shaped kitchen. (Guidelines Requirement 7(1)(c)).</p> <p><i>Retrofit:</i> <i>Range in accessible units is required to have front controls. Reconfigure to as required for clearances and compliance with FHA and UFAS.</i></p> <p><i>Provide revised Appendix re: UFAS to DOJ for review and approval prior to beginning retrofits in these units.</i></p> <p><i>Revised Appendix (Appendix re: UFAS) to include addressing additional required elements (work space with forward approach; confirm range selection; knee and toe clear space at sink; access to outlets, pipe insulation or protection).</i></p>


UNIT TYPE: 2 Bedroom, 1 Bathroom


Typical for 7 units








Plan for 2 Bedroom/1 Bathroom unit type.



Inaccessible Features:

	Inaccessible Unit Features																																					
60	 <p><i>1845 Laboeuf St., width of bathroom door opening.</i></p>	<p>Interior doors have a clear width of 21 to 29-1/4 inches (minimum 31-5/8 inches required).</p> <table border="0"> <tr> <td></td> <td style="text-align: right;">Width in</td> </tr> <tr> <td><u>1829 Laboeuf</u></td> <td style="text-align: right;"><u>Inches</u></td> </tr> <tr> <td>Bathroom door</td> <td style="text-align: right;">30-1/2</td> </tr> <tr> <td>Closet door #1</td> <td style="text-align: right;">21</td> </tr> <tr> <td colspan="2">(closet depth is 26-1/2 inches)</td> </tr> <tr> <td colspan="2">(Closet #2 depth is 24 inches)</td> </tr> <tr> <td><u>1845 Laboeuf</u></td> <td style="text-align: right;"><u>Inches</u></td> </tr> <tr> <td>Bathroom door</td> <td style="text-align: right;">29-1/4</td> </tr> <tr> <td>Closet door #1</td> <td style="text-align: right;">21</td> </tr> <tr> <td colspan="2">(closet depth is 28 inches)</td> </tr> <tr> <td>Closet door #2</td> <td style="text-align: right;">21</td> </tr> <tr> <td colspan="2">(closet depth is 25-1/2 inches)</td> </tr> <tr> <td><u>1847 Laboeuf</u></td> <td style="text-align: right;"><u>Inches</u></td> </tr> <tr> <td>Bathroom door</td> <td style="text-align: right;">29-1/4</td> </tr> <tr> <td>Closet door #1</td> <td style="text-align: right;">22</td> </tr> <tr> <td colspan="2">(closet depth is 28 inches)</td> </tr> <tr> <td>Closet door #2</td> <td style="text-align: right;">21-1/2</td> </tr> <tr> <td colspan="2">(closet depth is 25-3/4 inches)</td> </tr> </table>		Width in	<u>1829 Laboeuf</u>	<u>Inches</u>	Bathroom door	30-1/2	Closet door #1	21	(closet depth is 26-1/2 inches)		(Closet #2 depth is 24 inches)		<u>1845 Laboeuf</u>	<u>Inches</u>	Bathroom door	29-1/4	Closet door #1	21	(closet depth is 28 inches)		Closet door #2	21	(closet depth is 25-1/2 inches)		<u>1847 Laboeuf</u>	<u>Inches</u>	Bathroom door	29-1/4	Closet door #1	22	(closet depth is 28 inches)		Closet door #2	21-1/2	(closet depth is 25-3/4 inches)	
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		<p>1861 LB Laundry Inches</p> <hr/> <p>Bathroom door 29</p> <p>Closet door #1 20-1/2 (closet depth is 27 inches) (Closet #2 depth is 24 inches)</p> <p>Within dwelling units, doors for user passage must have a clear opening width of 32 inches nominal when the door is open 90 degrees. (Guidelines Requirement 3 (2)).</p> <p><i>Retrofits:</i></p> <p><i>Remove bathroom door and frame, widen the doorway, and install a new door providing a minimum 31-5/8" clear opening width.</i></p> <p><i>At closets with clear openings less than 31-5/8" and deeper than 24", fur out the rear wall as required to reduce closet depth to 24" maximum. Door width to remain as-is.</i></p>
<p>61</p>	 <p><i>1845 Laboeuf thermostat.</i></p> <p><i>1847 Laboeuf thermostat.</i></p>	<p>Thermostat top controls are 58-1/2 to 60-1/2 inches above the floor (maximum 48 inches allowed).</p> <p>A maximum 48 inches is allowed for the reach range where the space below the control is unobstructed. (Guidelines, Requirement 5).</p> <p><i>Retrofit: Remove thermostats, adjust wiring and re-install thermostats so that the highest operable part is no more than 48" above the floor. Patch prior location.</i></p>
<p>62</p>		<p>Switches are 49 inches above the floor to the top of the toggle (maximum 48 inches allowed).</p>

	 <p><i>1845 Laboeuf switch.</i></p> <p><i>1847 Laboeuf switch.</i></p>	<p>A maximum 48 inches is allowed for the reach range where the space below the control is unobstructed. (Guidelines, Requirement 5).</p> <p><i>Retrofit: Remove switches, adjust wiring and re-install switches so that the highest operable part is no more than 48" above the floor. Patch prior location.</i></p>
<p>63</p>	 <p><i>1845 Laboeuf St. – kitchen and countertop area to the left of the range.</i></p> <p><i>1845 Laboeuf St. – depth of range from wall.</i></p>	<p>No outlet is provided within reach at the area of the kitchen countertops between the range and the wall to the side of the range. Outlets must have a parallel or forward approach provided. The outlets are obstructed by the range which is approximately 27 inches deep (maximum 25-1/2 inches depth allowed). Parallel approach is obstructed by cabinets on one side and the wall on the other (see clearance requirements below).</p> <p>Light switches and outlets over kitchen base cabinets must be in accessible locations. Obstructions should not extend more than 25 inches from the wall. (Guidelines Requirement 5).</p> <p><i>Retrofit: Reconfigure kitchen as illustrated in Appendix A.1. If stove is maximum 25-1/2 inches deep, retrofit Appendix A.1 is acceptable as-is for Type B unit. If stove is more than 25-1/2 inches deep, add an outlet at the face of the filler panel to the right of the refrigerator (just below the counter).</i></p>

	 <p data-bbox="289 506 634 625"><i>1847 Laboeuf St. – kitchen and countertop area to the right of the range.</i></p>											
64	<p data-bbox="289 653 418 688"><i>Not Used.</i></p>											
65	 <p data-bbox="289 1247 662 1283"><i>Lavatory in 1845 Laboeuf St.</i></p>  <p data-bbox="289 1598 651 1696"><i>Dimension from side wall to centerline of lavatory, 1845 Laboeuf St.</i></p>	<p data-bbox="704 730 1425 842">The lavatory centerlines are 16-1/8 inches to the side wall (minimum 24 inches required) and the cabinets are not removable.</p> <table border="1" data-bbox="704 856 1279 1094"> <thead> <tr> <th data-bbox="704 898 824 926">Location</th> <th data-bbox="1078 856 1192 926">Distance (inches)</th> </tr> </thead> <tbody> <tr> <td data-bbox="704 940 889 968">1829 Laboeuf</td> <td data-bbox="1078 940 1117 968">16</td> </tr> <tr> <td data-bbox="704 982 889 1010">1845 Laboeuf</td> <td data-bbox="1078 982 1170 1010">16-1/8</td> </tr> <tr> <td data-bbox="704 1024 889 1052">1847 Laboeuf</td> <td data-bbox="1078 1024 1170 1052">16-1/8</td> </tr> <tr> <td data-bbox="704 1066 873 1094">1861 Landry</td> <td data-bbox="1078 1066 1117 1094">16</td> </tr> </tbody> </table> <p data-bbox="704 1121 1430 1276">A minimum 30 by 48-inch clear floor space centered on the lavatory is required for parallel approach unless the cabinet is either removable or not provided. (Guidelines Requirement 7 (2)(a)(ii), Figure 7(c)).</p> <p data-bbox="704 1304 1442 1577"><i>Retrofit: Remove existing vanity cabinet. Replace it with a wall hung lavatory so that it provides a front approach. Alternatively, remove or reconfigure existing base cabinet so that base is removable and resulting knee and toe clearances provide space for a forward approach to the fixture. Finish floor, trim and wall finishes beneath the fixture.</i></p>	Location	Distance (inches)	1829 Laboeuf	16	1845 Laboeuf	16-1/8	1847 Laboeuf	16-1/8	1861 Landry	16
Location	Distance (inches)											
1829 Laboeuf	16											
1845 Laboeuf	16-1/8											
1847 Laboeuf	16-1/8											
1861 Landry	16											

<p>66</p>	 <p><i>Centerline of toilet at 1845 Laboeuf St.</i></p>	<p>Toilet centerlines are 13 inches to the vanity cabinet (minimum 15 inches required).</p> <table border="1" data-bbox="699 310 1300 468"> <thead> <tr> <th><u>Location</u></th> <th><u>Distance (inches)</u></th> </tr> </thead> <tbody> <tr> <td>1829 Laboeuf St.</td> <td>14</td> </tr> <tr> <td>1845 Laboeuf St.</td> <td>13</td> </tr> </tbody> </table> <p>A minimum 15 inch distance is required between the toilet centerline and the vanity in the direction of approach. (Guidelines, Requirement 7 (2)(a)(ii), Figure 7(a)).</p> <p><i>Retrofit: Remove existing vanity cabinet. Replace it with a wall hung lavatory so that it provides a front approach and provides sufficient clear space at the toilet. Alternatively, replace existing base cabinet with a base that is removable and resulting knee and toe clearances provide space for a forward approach to the fixture. Finish floor, trim and wall finishes beneath the fixture.</i></p>	<u>Location</u>	<u>Distance (inches)</u>	1829 Laboeuf St.	14	1845 Laboeuf St.	13
<u>Location</u>	<u>Distance (inches)</u>							
1829 Laboeuf St.	14							
1845 Laboeuf St.	13							
<p>67</p>	 <p><i>1847 Laboeuf range adjacent to counter.</i></p>	<p>The ranges do not have parallel approach provided (parallel approach is required to the cooktop). Space available for parallel approach is 43 to 43-7/8 inches (minimum 48 inches required) and space to one side of the range is less than the 9 inches required.</p> <p>A clear floor space at least 30 inches by 48 inches allowing parallel approach is required at the range or cooktop. (Guidelines Requirement 7 (1)(a)).</p> <p><i>Retrofit: Reconfigure kitchen as illustrated in Appendix A.1. If stove is maximum 25-1/2 inches deep, retrofit Appendix A.1 is acceptable as-is for Type B unit. If stove is more than 25-1/2 inches deep, add an outlet at the face of the filler panel to the right of the refrigerator (just below the counter).</i></p>						

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Kitchen in 1847 Laboeuf St.



Counter to counter dimension, 1847 Laboeuf St.

Clearances between opposing countertops, cabinets, appliances and walls are 37-1/8 to 43-7/8 inches (minimum 60 inches required).

<u>Unit 1845 Laboeuf St.</u>	<u>Distance (inches)</u>
Countertop to wall	43
Refrigerator to dishwasher	37
Counter to counter	42-3/4
<u>Unit 1845 Laboeuf St.</u>	<u>(inches)</u>
Countertop to wall	43-7/8
Refrigerator to dishwasher	37-1/8
Counter to counter	46-1/2

<u>Unit 1847 Laboeuf St.</u>	
Countertop to wall	43
Refrigerator to sink	36-5/8
Counter to counter	42-7/8

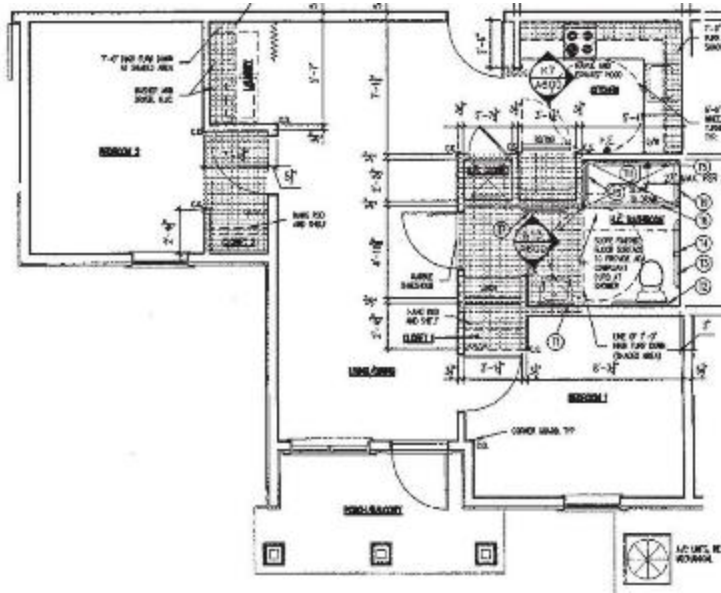
<u>Unit 1845 Laboeuf St.</u>	<u>(inches)</u>
Countertop to wall	43-1/8
Refrigerator to dishwasher	35-3/8
Counter to counter	45

A minimum 60-inch clearance is required between all opposing base cabinets, countertops, appliances or walls within kitchen work areas in a U-shaped kitchen. (Guidelines Requirement 7(1)(c)).



Retrofit: Reconfigure kitchen as illustrated in Appendix A.1. If stove is maximum 25-1/2 inches deep, retrofit Appendix A.1 is acceptable as-is for Type B unit. If stove is more than 25-1/2 inches deep, add an outlet at the face of the filler panel to the right of the refrigerator (just below the counter).


UNIT TYPE - 2 Bedroom, 1 Bathroom “HC”



Typical for 2 units.







Plan for 2 Bedroom/1 Bathroom “HC” unit type.

	Inaccessible Unit Features	
69	 <p><i>1824 Laboeuf Ct. bathroom threshold.</i></p>	<p>The change in level at the door to the bathroom is vertical and is not beveled at a slope no greater than 1:2 (maximum 1:2 bevel allowed).</p> <p>Thresholds and changes in level at interior doors must be beveled with a slope no greater than 1:2. (Guidelines, Requirement 4 (4)).</p> <p><i>Retrofit: Install concrete or aluminum bevel at a maximum 1:2 slope to ease level change between living room tile and bathroom tile.</i></p>
70	 <p><i>1824 Laboeuf Ct. thermostat.</i></p>	<p>Thermostat top controls are 55 to 56 inches above the floor (maximum 48 inches allowed).</p> <p>A maximum 48 inches is allowed for the reach range where the space below the control is unobstructed. (Guidelines, Requirement 5).</p> <p><i>Retrofit: Remove thermostats, adjust wiring and re-install thermostats so that the highest operable part is no more than 48” above the floor. Patch prior location.</i></p>

		
<p>71</p>	 <p><i>1824 Laboeuf Ct. - countertop area to the left of the range. Outlet visible over microwave.</i></p> <p><i>1824 Laboeuf Ct. – depth of range from wall.</i></p>	<p>No outlets are provided within reach at the area of the kitchen countertops between the range and the wall to the left of the range. Outlets must have a parallel or forward approach provided. The outlets are obstructed by the range which is 26-3/8 inches deep (maximum 25-1/2 inches depth allowed). Access to the outlet requires reaching over the range.</p> <p>Light switches and outlets over kitchen base cabinets must be in accessible locations. Obstructions should not extend more than 25 inches from the wall. (Guidelines Requirement 5).</p> <p><i>Retrofit: Remove existing outlet. New outlet location to be addressed with the kitchen re-configuration.</i></p> <p><i>Provide revised Appendix re: UFAS to DOJ for review and approval prior to beginning retrofits in these units.</i></p> <p><i>Revised Appendix (Appendix re: UFAS) to address additional required elements including work space with forward approach; range with front controls; knee and toe clear space at sink; pipe insulation or protection, and reach/location of outlets and hood controls.</i></p>

		
<p>1842 Laboeuf Ct. – depth of range from wall is 28 inches (29-1/2 inches, with 1-1/2 inch gap at back).</p>		
<p>72</p>		<p>At 1842 Laboeuf Ct., no outlets are within reach at the area of the kitchen countertops between the range and the sink. Outlets must have a parallel or forward approach provided. Parallel approach is obstructed by the range on one side and by the countertops on the other. Forward approach is not possible since neither knee space is 30 inches wide. The knee space to the right of the range is 24-3/4 inches wide, the width of the knee space under the sink is 29 inches wide. In addition, both outlets are in the corner such that they do not overlap the portion of the counter where open space is provided.</p> <p>Light switches and outlets over kitchen base cabinets must be in accessible locations. Obstructions should not extend more than 25 inches from the wall. (Guidelines Requirement 5).</p> <p><i>Retrofit: Remove existing outlet. New outlet location to be addressed with the kitchen re-configuration discussed in item 73.</i></p> <p><i>Provide revised Appendix re: UFAS to DOJ for review and approval prior to beginning retrofits in these units.</i></p>
	<p>1842 Laboeuf Ct. – outlets in the corner of the kitchen.</p> <p>1842 Laboeuf Ct. – width of knee space by range.</p>	

																								
73	 <p><i>Kitchen in 1824 Laboeuf Ct.</i></p>  <p><i>1824 Laboeuf Ct., dimension between range and refrigerator</i></p>  <p><i>Kitchen in 1842 Laboeuf Ct.</i></p>	<p>Clearances between opposing countertops, cabinets, appliances and walls are less than 52-1/2 to 58-7/8 inches (minimum 60 inches required).</p> <table border="0"> <thead> <tr> <th></th> <th style="text-align: right;">Distance</th> </tr> <tr> <th><u>Unit 1824 Laboeuf Ct.</u></th> <th style="text-align: right;"><u>(inches)</u></th> </tr> </thead> <tbody> <tr> <td>Countertop to wall</td> <td style="text-align: right;">58-7/8</td> </tr> <tr> <td>Range to wall</td> <td style="text-align: right;">56</td> </tr> <tr> <td>Refrigerator to range</td> <td style="text-align: right;">52-1/2</td> </tr> <tr> <td>Wall to countertop</td> <td style="text-align: right;">59</td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <th><u>Unit 1842 Laboeuf Ct.</u></th> <td></td> </tr> <tr> <td>Countertop to wall</td> <td style="text-align: right;">57-1/2</td> </tr> <tr> <td>Range to wall</td> <td style="text-align: right;">52-5/8</td> </tr> <tr> <td>Refrigerator to wall</td> <td style="text-align: right;">57-1/2</td> </tr> </tbody> </table> <p>A minimum 60-inch clearance is required between all opposing base cabinets, countertops, appliances or walls within kitchen work areas in a U-shaped kitchen. (Guidelines Requirement 7(1)(c)).</p> <p><i>Provide revised Appendix re: UFAS to DOJ for review and approval prior to beginning retrofits in these units.</i></p> <p><i>Revised Appendix (Appendix re: UFAS) to address additional required elements including work space with forward approach; range with front controls; knee and toe clear space at sink; pipe insulation or protection, and reach/location of outlets and hood controls</i></p>		Distance	<u>Unit 1824 Laboeuf Ct.</u>	<u>(inches)</u>	Countertop to wall	58-7/8	Range to wall	56	Refrigerator to range	52-1/2	Wall to countertop	59	 		<u>Unit 1842 Laboeuf Ct.</u>		Countertop to wall	57-1/2	Range to wall	52-5/8	Refrigerator to wall	57-1/2
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Appendix A-3

GUSTE III RETROFIT PLAN

Guste III Apartments
2100 Clio Street
New Orleans, LA 70113



Global Notes and Requirements:

1. Safe Harbor used for evaluation and preparation of the retrofit list: the FH Act, the FH HUD Regulations, the FHAA Guidelines, and ANSI A.117.1 1986.
2. Safe Harbor to be used for retrofits: ADA 2010 Standards (at public areas only); IBC 2015 and ICC/A117.1 2009.
3. Provide chart or list of covered dwelling units by unit number, block number, and address. This will assist with tracking retrofit completion and confirm the unit counts. Chart must be submitted to DOJ before retrofit work begins.

A. Routes and Entrances to Covered Dwelling Units and Common Areas

1. Provide a route from each covered dwelling unit to site arrival points including the public right-of-way sidewalk. These paths must be as direct as possible. Preferred routes are indicated in green, alternate routes may be implemented only if preferred route is not feasible. Changes from preferred routes to alternate routes must be submitted to DOJ for review and approval prior to starting retrofits.
2. Provide a route from each covered dwelling unit to all common areas serving that unit. These include trash, parking, mail, a route to the main building at South Liberty Street and Clio Street, and a route to the playground on Rev. John Raphael Jr. Way.
3. Be designed in such a way as to allow the resident to use their trash bin on a regular basis and pull their trash bin out to the designated for service using as short a route as possible. Trash pads will be on the courtyard side of each building, located on an accessible route, and in a location where the cans will not obstruct the sidewalks and access aisles.
4. Routes to existing parking spaces are included at all buildings except for Building B. At Building B, relocate parking as diagrammed.

Building Addresses:

- Building A (1202 and 1204 Freret Street)
- Building B (1215 and 1217 Rev. John Raphael Jr. Way)
- Building C (1210 and 1212 Rev. John Raphael Jr. Way Street)
- Building D (1222 and 1224 Rev. John Raphael Jr. Way)
- Building E (1215 and 1217 Liberty Street)
- Building F (2310 and 2312 Erato Street)
- Building G (2222 and 2224 Erato Street)

Routes not surveyed by DOJ team should be included in a future report addressing unsurveyed routes.


Routes not yet surveyed:






Accessible Route Diagram:



- Buildings: orange highlighter
- Accessible Route: green highlighter
- Alternate Route: blue highlighter





	Lack of Accessible Route	
1	 <p><i>View of trash cans and wall/fence between the trash cans and the accessible unit entry.</i></p>  <p><i>View of route to trash and of unit entry on the other side of wall and fence.</i></p>  <p><i>View of back sidewalk and trash cans at 2412 Erato.</i></p>	<p>Primary entry doors are not accessible at Building Types G and H. All primary entry units have changes in level (changes in level such as steps are not allowed).</p> <p>There is no direct accessible route between dwelling units and trash areas. Trash is picked up on a house-by-house basis and the cans are placed in an area between buildings accessible from the front only.</p> <p>At least one accessible route connecting accessible buildings, accessible facilities, accessible elements and accessible spaces on the same site is required. (Guidelines Requirement 2).</p> <p>Changes in level greater than 1/2 inch (stairs) are not allowed at an accessible route. (Guidelines Requirement 1(5), Guidelines Requirement 2, ANSI 1986 4.3.8; ANSI 1986 4.5.2).</p> <p>All premises with covered dwelling units must contain an accessible route into and through all portions of the unit. (Guidelines Requirement 4).</p> <p><i>Retrofit:</i> <i>Provide continuous accessible routes as diagrammed above. Retrofits include work to address gaps, level changes, excessive slopes and other issues as listed below and as required to complete the routes described. Trash pick-up will be provided at the courtyard side of the residences and retrofit includes installation of new pads for the cans at each building.</i></p>




	 <p><i>View of typical front entry at Building Types G and H, 1222 Rev. John Raphael Jr. Way</i></p>	
<p>2</p>	 <p><i>Correct H/C parking location & new accessible route to mail</i></p>  <p><i>Path for accessible parking behind 1215-1217 RJR Way</i></p>	<p>The route to the mailboxes from 1215-17 Rev. John Raphael Jr. Way has inaccessible features (see diagram and items below) and requires significant detours from the path used by other residents. There is no direct accessible route between dwelling units and the mail boxes. Access to mail is not equivalent to the access provide to non-disabled residents.</p> <p>Common use areas must be readily accessible to and usable by people with disabilities. Surfaces must meet the requirements of ANSI 1986 4.3. (Guidelines Requirement 2; ANSI 1986 4.3; ANSI 1986 4.5.1).</p> <p>Exterior routes must be pedestrian routes that are separate from the road or driveway.</p> <p><i>Retrofit:</i></p> <p><i>Relocate 2 designated accessible parking spaces as indicated on the diagram (spaces may shift one space to the north or south as is necessary to adjust for existing slopes). Restripe the 2 existing spaces to be 3 standard parking. Confirm that the surfaces of the new designated accessible spaces and access aisle slope less than 2% in running and cross slope directions. Restripe, apply ISA to the spaces and post signage at the head of each space as required by the safe harbor and local authorities. Construct a new parallel curb ramp at the head of the access aisle. New curb ramp and landing at access aisle to comply with safe harbor. Cross slopes not to exceed 2%; running slopes at ramp sections not to exceed 8.3%.</i></p>




<p>3</p>	 <p><i>Landing at mailboxes.</i></p>  <p><i>Width of landing.</i></p>	<p>The route to the mailboxes serving 1202-04 Freret St. and 1215-17 Rev. John Raphael Jr. Way is a dead end walk and does not have space to turn around at the boxes. The landing is 48 inches wide (minimum 60 inches required).</p> <p>Common use areas must be readily accessible to and usable by people with disabilities. Surfaces must meet the requirements of ANSI 1986 4.3. (Guidelines Requirement 2; ANSI 1986 4.3; ANSI 1986 4.5.1).</p> <p><i>Retrofit:</i> <i>Install sufficient concrete alongside existing concrete in front of the mailboxes to create space (60" diameter) for a wheelchair to turnaround.</i></p>																																				
<p>4</p>	 <p><i>Typical building entry, 1215 S. Liberty.</i></p>  <p><i>Step at back entry to 1222 Rev. John Raphael Jr. Way.</i></p>	<p>Routes serving the front doors (primary pedestrian entries) of all 16 four-plex dwelling units (Building Types G and H) do not connect to pedestrian site arrival points or to common use areas. Routes end at steps and curbs (not allowed). One unit has steps to both front and back door (1222 Rev. John Raphael Jr. Way).</p> <table border="0"> <thead> <tr> <th style="text-align: left;"><u>Unit</u></th> <th style="text-align: left;"><u>Photo</u></th> </tr> </thead> <tbody> <tr> <td>1202 Freret Street, front door, 4 steps.</td> <td></td> </tr> <tr> <td>1204 Freret Street, front door, 4 steps.</td> <td></td> </tr> <tr> <td>2306 Erato, front door, 5 steps.</td> <td></td> </tr> <tr> <td>2308 Erato, front door, 5 steps.</td> <td></td> </tr> <tr> <td>2322 Erato, front door, 5 steps.</td> <td></td> </tr> <tr> <td>2324 Erato, front door, 5 steps.</td> <td></td> </tr> <tr> <td>2410 Erato, front door, 4 steps.</td> <td></td> </tr> <tr> <td>2412 Erato, front door, 4 steps.</td> <td></td> </tr> <tr> <td>1210 Rev. John Raphael Jr. Way, front door, 5 steps.</td> <td></td> </tr> <tr> <td>1212 Rev. John Raphael Jr. Way, front door, 5 steps.</td> <td></td> </tr> <tr> <td>1215 Rev. John Raphael Jr. Way, front door, 5 steps.</td> <td></td> </tr> <tr> <td>1217 Rev. John Raphael Jr. Way, front door, 5 steps.</td> <td></td> </tr> <tr> <td>1222 Rev. John Raphael Jr. Way, front door, 5 steps.</td> <td></td> </tr> <tr> <td>1222 Rev. John Raphael Jr. Way, back door, 1 step.</td> <td></td> </tr> <tr> <td>1224 Rev. John Raphael Jr. Way, front door, 5 steps.</td> <td></td> </tr> <tr> <td>1215 S. Liberty St., front door, 6 steps.</td> <td></td> </tr> <tr> <td>1217 S. Liberty St., front door, 6 steps.</td> <td></td> </tr> </tbody> </table> <p>Common use areas must be readily accessible to and usable by people with disabilities. Surfaces must meet</p>	<u>Unit</u>	<u>Photo</u>	1202 Freret Street, front door, 4 steps.		1204 Freret Street, front door, 4 steps.		2306 Erato, front door, 5 steps.		2308 Erato, front door, 5 steps.		2322 Erato, front door, 5 steps.		2324 Erato, front door, 5 steps.		2410 Erato, front door, 4 steps.		2412 Erato, front door, 4 steps.		1210 Rev. John Raphael Jr. Way, front door, 5 steps.		1212 Rev. John Raphael Jr. Way, front door, 5 steps.		1215 Rev. John Raphael Jr. Way, front door, 5 steps.		1217 Rev. John Raphael Jr. Way, front door, 5 steps.		1222 Rev. John Raphael Jr. Way, front door, 5 steps.		1222 Rev. John Raphael Jr. Way, back door, 1 step.		1224 Rev. John Raphael Jr. Way, front door, 5 steps.		1215 S. Liberty St., front door, 6 steps.		1217 S. Liberty St., front door, 6 steps.	
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	mail	
	z) Block 2300, mail center	5.9%
	aa) Block 2300, S of 2308 at turn to the east	4.1%
	bb) Block 2300, S of 2306 at turn to the west	3.9%
	cc) West end of north driveway by 1202 – 04 Freret St.	3.8%
	dd) West sidewalk, by 1202-04 Freret St.	4.8%
	ee) Not used.	
	ff) North side of Erato, west of west of driveway between Freret & Rev. John Raphael Jr. Way	4.9%
	gg) Sidewalk crossing driveway North side of Erato, between Freret & Rev. John Raphael Jr. Way	5.1%
	hh) Sidewalk crossing driveway North side of Erato, between Freret & Rev. John Raphael Jr. Way, east end.	3.1%
	ii) North side of Erato, east of driveway between Freret & Rev. John Raphael Jr. Way	3.9%
	jj) Not used.	
	kk) Not used.	
	ll) Not used.	
	mm) Not used.	
	nn) North side of Erato, sidewalk crossing the driveway entry	3.1%
	oo) Walk to back door of 1217 S. Liberty St.	3.7%
	pp) Not used.	
	Additional inaccessible features affecting only UFAS units:	
	qq) Front sidewalk, 2500 block of Erato	3.3%
	rr) Block 2500, NW turn to mail	3.0%
	ss) Block 2500, SW turn to mail	3.2%
	tt) Block 2500, east end walk	3.5%
	uu) Block 2400, west sidewalk at curb ramp to driveway	4.1%



		<p>vv) Block 2400, south walk west of mail center 3.4%</p> <p>A maximum 2% cross slope is allowed at an accessible route. (Guidelines Requirement 1, Guidelines Requirement 2, ANSI 1986 4.3.7).</p> <p><i>Retrofit:</i></p> <p><i>Remove and replace concrete as required to correct cross sloped sections and provide a continuous accessible route as indicated on the Accessible Route Diagram.</i></p>																				
<p>6</p>	 <p><i>Curb ramp at parking by mail, Block 2500 (measuring running slope).</i></p>  <p><i>Cross slope at curb ramp, Block 2500</i></p>	<p>Curb ramp cross slopes are greater than 2.0% (maximum 2.0% allowed).</p> <table border="1"> <thead> <tr> <th style="text-align: left;"><u>Location</u></th> <th style="text-align: right;"><u>Cross Slope</u></th> </tr> </thead> <tbody> <tr> <td>a) Not used.</td> <td></td> </tr> <tr> <td>b) Not used.</td> <td></td> </tr> <tr> <td>c) Not used.</td> <td></td> </tr> <tr> <td>d) Not used.</td> <td></td> </tr> <tr> <td>e) West side of driveway behind 1202 Freret St.</td> <td style="text-align: right;">5.2%</td> </tr> <tr> <td>f) West side of driveway, north of Erato, east of Freret St.</td> <td style="text-align: right;">4.6%</td> </tr> <tr> <td>g) West side of driveway, north of Erato, east of Freret St.</td> <td style="text-align: right;">6.4%</td> </tr> <tr> <td>h) East side of driveway, north of Erato, east of Freret St.</td> <td style="text-align: right;">6.7%</td> </tr> <tr> <td>i) East side of driveway, north of Erato, east of Freret St.</td> <td style="text-align: right;">3.6%</td> </tr> </tbody> </table> <p>A maximum 2% cross slope is allowed at an accessible route. (Guidelines Requirement 1, Guidelines Requirement 2, ANSI 1986 4.3.7).</p> <p><i>Retrofit:</i></p> <p><i>Remove and replace curb ramps and adjacent concrete as required to provide a continuous accessible route as indicated on the Accessible Route Diagram.</i></p>	<u>Location</u>	<u>Cross Slope</u>	a) Not used.		b) Not used.		c) Not used.		d) Not used.		e) West side of driveway behind 1202 Freret St.	5.2%	f) West side of driveway, north of Erato, east of Freret St.	4.6%	g) West side of driveway, north of Erato, east of Freret St.	6.4%	h) East side of driveway, north of Erato, east of Freret St.	6.7%	i) East side of driveway, north of Erato, east of Freret St.	3.6%
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Changes in Level																								
7	 <p><i>Steps at walk behind Bldg. M, SE corner.</i></p>  <p><i>Steps at west end Block 2500.</i></p>  <p><i>Steps at north end of walk to park south of Clio.</i></p>	<p>There are changes in level (steps) at sidewalks. The vertical changes in level are greater than 1/4 inch and the changes in level are not beveled or ramped (not allowed).</p> <table border="1" data-bbox="703 384 1279 856"> <thead> <tr> <th style="text-decoration: underline;">Location</th> <th style="text-decoration: underline;">Change</th> </tr> </thead> <tbody> <tr><td>a) Not used.</td><td></td></tr> <tr><td>b) Not used.</td><td></td></tr> <tr><td>c) Not used.</td><td></td></tr> <tr><td>d) Not used.</td><td></td></tr> <tr><td>e) North of 1202 Freret</td><td>2 steps</td></tr> <tr><td>f) Not used.</td><td></td></tr> <tr><td>g) West side of Rev. John Raphael Jr. Way, south of 1217</td><td>1 inch</td></tr> <tr><td>h) Not used.</td><td></td></tr> <tr><td>i) Not used.</td><td></td></tr> <tr><td>j) Not used.</td><td></td></tr> </tbody> </table> <p>Changes in level greater than 1/2 inch (stairs) are not allowed at an accessible route. (Guidelines Requirement 1(5), Guidelines Requirement 2, ANSI 1986 4.3.8; ANSI 1986 4.5.2).</p> <p><i>Retrofits:</i></p> <p><i>Install ramp or sidewalk free of changes in level connecting the courtyard sidewalk behind 1200-02 Freret and Clio. Existing steps may remain or may be removed.</i></p> <p><i>Replace concrete or grind to 1:12 slope at change in level on west side of Rev. John Raphael Jr. Way between Erato and Clio.</i></p>	Location	Change	a) Not used.		b) Not used.		c) Not used.		d) Not used.		e) North of 1202 Freret	2 steps	f) Not used.		g) West side of Rev. John Raphael Jr. Way, south of 1217	1 inch	h) Not used.		i) Not used.		j) Not used.	
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Inaccessible Ramp Features															
<p>8</p>  <p><i>Top landing at Block 2500 ramp.</i></p>  <p><i>Length of landing at Block 2500.</i></p>	<p>Landings at ramps are not 60 inches long (minimum 60 inches required).</p> <table border="1" data-bbox="703 327 1279 510"> <thead> <tr> <th data-bbox="703 365 821 394">Location</th> <th data-bbox="1101 327 1206 394">Length (inches)</th> </tr> </thead> <tbody> <tr> <td data-bbox="703 401 857 430">a. Not used.</td> <td></td> </tr> <tr> <td data-bbox="703 436 857 466">b. Not used.</td> <td></td> </tr> <tr> <td data-bbox="703 472 992 501">c. Ramp to 2324 Erato</td> <td data-bbox="1252 472 1406 501">48 (approx)</td> </tr> </tbody> </table> <p>Ramp landing length shall be a minimum of 60 inches clear in the direction of travel. (Guidelines Requirement 1, Guidelines Requirement 2, ANSI 1986 4.8.4(2)).</p> <p><i>Retrofit:</i></p> <p><i>Extend the concrete walk to 60" so as to provide a full size landing at the top of the ramp.</i></p>	Location	Length (inches)	a. Not used.		b. Not used.		c. Ramp to 2324 Erato	48 (approx)						
Location	Length (inches)														
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<p>9</p>  <p><i>Running slope at ramp to 2410 Erato.</i></p>	<p>Running slopes of ramps are more than 8.3% (maximum 8.3% allowed).</p> <table border="1" data-bbox="703 1440 1279 1766"> <thead> <tr> <th data-bbox="703 1478 821 1507">Location</th> <th data-bbox="1076 1440 1187 1507">Running Slope</th> </tr> </thead> <tbody> <tr> <td data-bbox="703 1514 873 1543">a) Not used.</td> <td></td> </tr> <tr> <td data-bbox="703 1549 1008 1579">b) Ramp to 2324 Erato</td> <td data-bbox="1084 1549 1166 1579">15.0%</td> </tr> <tr> <td data-bbox="703 1585 1008 1614">c) Ramp to 2306 Erato</td> <td data-bbox="1101 1585 1166 1614">9.5%</td> </tr> <tr> <td data-bbox="703 1621 1057 1650">d) Ramp to 1204 Freret St.</td> <td data-bbox="1101 1621 1170 1650">11.5%</td> </tr> <tr> <td data-bbox="703 1656 1057 1686">e) Ramp to 1202 Freret St.</td> <td data-bbox="1101 1656 1170 1686">13.9%</td> </tr> <tr> <td data-bbox="703 1692 1057 1766">f) Ramp to 1214 Rev. John Raphael Jr. Way</td> <td data-bbox="1101 1692 1170 1722">10.4%</td> </tr> </tbody> </table> <p>A maximum 8.3% (1:12) running slope is allowed. (Guidelines Requirement 1; Guidelines Requirement 2; ANSI 1986 4.8.2).</p>	Location	Running Slope	a) Not used.		b) Ramp to 2324 Erato	15.0%	c) Ramp to 2306 Erato	9.5%	d) Ramp to 1204 Freret St.	11.5%	e) Ramp to 1202 Freret St.	13.9%	f) Ramp to 1214 Rev. John Raphael Jr. Way	10.4%
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f) Ramp to 1214 Rev. John Raphael Jr. Way	10.4%														

		<p><i>Retrofit:</i></p> <p><i>Where slopes in excess of 8.3% affect a small area (less than 12”x 12”), grinding the existing surface may be a useful retrofit method. If grinding is extensive or insufficient to bring the ramp slopes within the required maximum of 8.3%, remove and replace the ramp. New concrete ramp(s) to comply with 2% cross slope, 8.3% running slope, top and bottom landing requirements (both dimensional and in terms of slopes), handrails and edge protection.</i></p>						
<p>10</p>	 <p><i>Ramp to 1217 Rv. John Raphael Way (measuring running slope).</i></p>  <p><i>Slope at ramp to 1217 Rev. John Raphael Jr. Way.</i></p>	<p>Cross slopes of ramps are more than 2% (maximum 2% allowed).</p> <table border="1" data-bbox="703 768 1279 842"> <thead> <tr> <th>Location</th> <th>Cross Slope</th> </tr> </thead> <tbody> <tr> <td>a) Not used.</td> <td></td> </tr> <tr> <td>b) Ramp to 1217 Rev. John Raphael Jr. Way</td> <td>4.5%</td> </tr> </tbody> </table> <p>A maximum 2% cross slope is allowed at an accessible route. (Guidelines Requirement 1, Guidelines Requirement 2, ANSI 1986 4.3.7).</p> <p><i>Retrofit:</i></p> <p><i>Where slopes in excess of 8.3% affect a small area, grinding the existing surface may be a useful retrofit method. If grinding is extensive or insufficient to bring the ramp slopes within the required maximum of 8.3%, remove and replace the ramp. New concrete ramp to comply with 2% cross slope, 8.3% running slope, top and bottom landing requirements (both dimensional and in terms of slopes), handrails and edge protection.</i></p>	Location	Cross Slope	a) Not used.		b) Ramp to 1217 Rev. John Raphael Jr. Way	4.5%
Location	Cross Slope							
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Inaccessible Door and Gate Maneuvering Clearances										
<p>11</p>  <p><i>Approach to gate to parking and back of Bldg. M.</i></p>		<p>Gate maneuvering clearance on the pull side is less than 18 inches (minimum 18 inches required).</p> <table border="1" data-bbox="706 394 1279 430"> <thead> <tr> <th data-bbox="706 394 1096 430"><u>Location</u></th> <th data-bbox="1096 394 1279 430"><u>Width</u></th> </tr> </thead> <tbody> <tr> <td data-bbox="706 430 1096 577">Gate to Parking behind Bldg. M – off S. Liberty St. Surface ends 12 short of the gate and jamb.</td> <td data-bbox="1096 430 1279 577">12</td> </tr> </tbody> </table> <p>A minimum 18 inches of clear floor space is required next to the latch on the pull side of the door or gate with a front approach. (Guidelines Requirement 1, Guidelines Requirement 2, ANSI 1986 4.13.6, ANSI 1986 Figure 25(a)).</p> <p><i>Retrofit:</i> <i>Install new concrete adjacent to existing to create an 18” wide maneuvering area 60” long so that a wheelchair user can center on the gate hardware to open and maneuver around the gate on the pull side.</i></p>	<u>Location</u>	<u>Width</u>	Gate to Parking behind Bldg. M – off S. Liberty St. Surface ends 12 short of the gate and jamb.	12				
<u>Location</u>	<u>Width</u>									
Gate to Parking behind Bldg. M – off S. Liberty St. Surface ends 12 short of the gate and jamb.	12									
<p>12</p>  <p><i>1204 Freret back door/accessible entry from parking.</i></p>		<p>Door and gate maneuvering clearances have slopes as steep as 4.2% (maximum 2% allowed).</p> <table border="1" data-bbox="706 1171 1279 1207"> <thead> <tr> <th data-bbox="706 1171 1015 1207"><u>Location</u></th> <th data-bbox="1015 1171 1279 1207"><u>Slope</u></th> </tr> </thead> <tbody> <tr> <td data-bbox="706 1207 1015 1243">a) Not used.</td> <td data-bbox="1015 1207 1279 1243"></td> </tr> <tr> <td data-bbox="706 1243 1015 1318">b) 1215 Rev. John Raphael Jr. Way</td> <td data-bbox="1015 1243 1279 1318">3.6%</td> </tr> <tr> <td data-bbox="706 1318 1015 1394">c) 1224 Rev. John Raphael Jr. Way</td> <td data-bbox="1015 1318 1279 1394">4.2%</td> </tr> </tbody> </table> <p>A level and clear floor area is required within maneuvering clearances at doors and gates. (Guidelines Requirement 1; Guidelines Requirement 2; ANSI 1986 4.13.6).</p> <p><i>Retrofit:</i> <i>Where slopes in excess of 2.0% affect a small area, grinding the existing surface may be a useful retrofit method. If grinding is extensive or insufficient to bring the ramp slopes within the required maximum of 2.0%, remove and replace the concrete at the door/gate maneuvering space. New concrete paving to comply with</i></p>	<u>Location</u>	<u>Slope</u>	a) Not used.		b) 1215 Rev. John Raphael Jr. Way	3.6%	c) 1224 Rev. John Raphael Jr. Way	4.2%
<u>Location</u>	<u>Slope</u>									
a) Not used.										
b) 1215 Rev. John Raphael Jr. Way	3.6%									
c) 1224 Rev. John Raphael Jr. Way	4.2%									

	 <p><i>Slope at 1204 Freret back door.</i></p>	<p><i>2% cross slope, 2.0% running slope and dimensional requirements.</i></p>
	<p>Inaccessible Door Hardware at Common Area and Unit Entrances</p>	
<p>13</p>	<p><i>Not used.</i></p>	
<p>14</p>	 <p><i>Gate at Building M, SE corner.</i></p>	<p>No clear space provided for approach and use of fob sensor at gate to parking area at Building M, SE corner (clear floor space for parallel approach is required, fob panel is 52-1/2 inches above the grass.)</p> <p>A level and clear 30 inch by 48 inch floor area is required at controls and operating mechanisms. (Guidelines Requirement 2, ANSI 1986 4.2.4.1, ANSI 1986 4.25.2).</p> <p><i>Retrofit:</i></p> <p><i>Install new concrete adjacent to existing to create a 30" x 48" minimum slab, with maximum 2% slope in any direction, to provide a side approach for a wheelchair user to be able to reach the fob sensor (48" side must be centered on fob sensor).</i></p>

Inaccessible Thresholds								
<p>15</p>	 <p><i>Exterior threshold at front door Bldg. M.</i></p>	<p>Building entry door exterior thresholds are more than 3/4 inches high.</p> <table border="0" data-bbox="706 346 1274 493"> <thead> <tr> <th style="text-align: left;"><u>Location</u></th> <th style="text-align: left;"><u>Total Height (inches)</u></th> </tr> </thead> <tbody> <tr> <td>Building M - front</td> <td>7/8</td> </tr> <tr> <td>Building M back (parking)</td> <td>7/8</td> </tr> </tbody> </table> <p>A maximum 3/4 inch beveled threshold is allowed. (Guidelines Requirement 2; Guidelines Requirement 4(4); ANSI 1986 4.13.8).</p> <p><i>Retrofit:</i></p> <p><i>Remove existing thresholds, and replace with a “low” ADA compliant threshold providing a maximum height of 3/4”. (This may require making some adjustments to existing doors.)</i></p>	<u>Location</u>	<u>Total Height (inches)</u>	Building M - front	7/8	Building M back (parking)	7/8
<u>Location</u>	<u>Total Height (inches)</u>							
Building M - front	7/8							
Building M back (parking)	7/8							
<p>16</p>	 <p><i>Threshold and change in level at primary entrance threshold exterior side, 2410 Erato.</i></p>	<p>Building Types G and H entrance thresholds and changes in level are more than 3/4 inches high and are not beveled (maximum 3/4 inch allowed, maximum 1:2 bevel required).</p> <p>A maximum 3/4 inch high threshold with a maximum 1:2 bevel is allowed. (Guidelines Requirement 2; Guidelines Requirement 4(4); ANSI 1986 4.13.8). At primary entry doors with direct exterior access, outside landing surfaces may be 1/2 inch below the floor level of the unit. (Guidelines Requirement 4(6)).</p> <p><i>Retrofits:</i></p> <ul style="list-style-type: none"> <i>a) Replace the threshold with a compliant type,</i> <i>b) Install an aluminum 1:12 bevel for the existing threshold, or</i> <i>c) Remove and replace landing at door.</i> <p><i>Maximum threshold height 3/4 inch. Maximum vertical change in level 1/2 inch.</i></p>						



Threshold and change in level at primary entrance threshold exterior side, 1212 Rev. John Raphael Jr. Way.



Threshold and change in level at primary entrance threshold exterior side, 1210 Rev. John Raphael Jr. Way.

B. Public and Common Use Areas

	Inaccessible Features at Building M Common Areas	
17		<p>Building M common area room doors require more than 5 pounds of force to open:</p> <p>Fourth floor community room: 13 pounds Second floor vending room: 10 pounds Third floor vending room: 12 pounds Fourth floor vending room: 10 pounds Second floor trash room: 10 pounds Third floor trash room: 11 pounds Fourth floor trash room: 13 pounds required to open. Note: trash room doors may be rated.</p> <p>A maximum 5 pound force is allowed to fully open a door (other than a fire door). (Guidelines Requirement 2, ANSI 1986 4.13.11).</p>
18		<p>Building M common area room doors close in less than the minimum time required (minimum 3 seconds to an open position of approximately 12 degrees):</p> <p>Fourth floor community room: 2 seconds to fully closed. Second floor vending room: 3 seconds to fully closed. Third floor vending room: 2.5 seconds to fully closed. Fourth floor vending room: 3 seconds to fully closed. Second floor trash room: 3 seconds to fully closed. Third floor trash room: 2 seconds to fully closed. Fourth floor trash room: 2 seconds to fully closed.</p> <p>A minimum 3 second closing time is required when a door in an open position of 90 degrees closes to an open position of 12 degrees. (Guidelines Requirement 2, ANSI 1986 4.13.10).</p> <p><i>Retrofit:</i> <i>Door closers will be adjusted to reduce closing speed.</i></p>

19



Vending machine at fourth floor, Bldg. M.



Height of payment slot at second floor machine.





Height of payment slot at third floor machine




The payment slot at the second, third and fourth floor vending machines by the windows are 54 to 54-3/4 inches above the floor (maximum 48 inches allowed for forward approach).

A maximum 48 inch height is allowed for the front reach range where the space below the control is unobstructed. (Guidelines Requirement 2, ANSI 1986 4.2.5).

Retrofit:

Relocate vending machines to a minimum of 24" from the side wall so that a side approach is possible. It is possible that the 54-3/4" height is due to the "leveling guides" on the bottom of the vending machine being set too high. Verify that these "feet" are set to their lowest position before leveling the machine.

Building M – Inaccessible Features at Fourth Floor Common Area Restrooms								
20	 <p><i>Distance from side wall to toilet centerline.</i></p>	<p>The east unisex toilet centerline is 19.5 inches from the side wall (maximum 18 inches allowed).</p> <p>A distance of 18 inches is required between the toilet centerline and the side wall. (Guidelines Requirement 2, ANSI 1986 4.22.3; ANSI 1986 4.16.2; ANSI 1986 Figure 28).</p> <p><i>Retrofit:</i></p> <p><i>Remove accessories and base from wall, install wood furring and drywall to bring surface of wall to 18" from the toilet centerline. Re-install side wall grab bar, toilet paper dispenser and base. (Coordinate work with item 21 below.)</i></p> <p><i>Note: location of rear grab bar may be affected by this work. Rear grab bar may need relocation.</i></p>						
21	 <p><i>East unisex restroom side grab bar.</i></p>	<p>Side grab bars at both the toilets extend 48-5/8 inches to 48-3/4 inches from the back wall (minimum 54 inches required).</p> <table border="1" data-bbox="706 1182 1279 1329"> <thead> <tr> <th data-bbox="706 1224 824 1255"><u>Location</u></th> <th data-bbox="1060 1182 1239 1255"><u>Dimension in Inches</u></th> </tr> </thead> <tbody> <tr> <td data-bbox="706 1255 979 1287">East unisex restroom</td> <td data-bbox="1060 1255 1149 1287">48-3/4</td> </tr> <tr> <td data-bbox="706 1287 979 1318">West unisex restroom</td> <td data-bbox="1060 1287 1149 1318">48-5/8</td> </tr> </tbody> </table> <p>Grab bars at toilet side walls are to extend a minimum of 12 inches plus 42 inches (54 inches) from the back wall. (Guidelines Requirement 2, ANSI 1986 4.16.4, ANSI 1986 Figure 29 (b)).</p> <p><i>Retrofit:</i></p> <p><i>Remove and re-install side grab bar, starting 12" from rear wall, so that the end of grab bar extends the required 54" from the rear wall. (42" grab bar + 12" = 54")</i></p>	<u>Location</u>	<u>Dimension in Inches</u>	East unisex restroom	48-3/4	West unisex restroom	48-5/8
<u>Location</u>	<u>Dimension in Inches</u>							
East unisex restroom	48-3/4							
West unisex restroom	48-5/8							

	<p>Inaccessible Features at Exterior Mail Boxes</p>	
<p>22</p>	 <p><i>Mail with box for Unit 2017 S. Liberty</i></p>  <p><i>Box serving Unit 2017 S. Liberty.</i></p>	<p>The mailbox serving Unit 1217 S. Liberty has a lock at 71-1/2 inches above the adjacent concrete (maximum 54 inches allowed).</p> <p>A maximum 54 inch height is allowed for the side reach range where the space below the element is unobstructed. (Guidelines Requirement 2, ANSI 1986 4.2.6).</p> <p><i>Retrofit:</i></p> <p><i>Permanently relocate 1217 S. Liberty's assigned mailbox to a box location at or lower than 54" above the adjacent slab.</i></p>
	<p>Building M - Inaccessible Mail Center Features</p>	
<p>23</p>	 <p><i>Mail Center at Building M</i></p>	<p>Of 49 mailboxes, 20 mailbox locations serve covered units and are above reach range (maximum 54 inches allowed). The top four rows of boxes are 66-1/2 inches, 63-1/4 inches, 59-3/4 inches and 56-1/4 inches above the floor. All four top rows are more than 54 inches above the floor.</p> <p>Units with mailboxes with locks more than 54 inches above the floor: 101, 103, 104, 105, 113, 201, 202, 203, 209, 210, 211, 212, 307, 308, 309, 310, 404, 406, 407 and 408.</p> <p>A maximum 54 inch height is allowed for the side reach range where the space below the element is unobstructed. (Guidelines Requirement 2, ANSI 1986 4.2.6).</p>



Height of top four rows of boxes.

A second bank of mailboxes will be added elsewhere in the mailroom to provide sufficient mailboxes within the 54" maximum side reach range for all FHA covered units. (Mailboxes above 54" will be left vacant and have a blank door, since all units in an elevator building are covered units.)

UFAS (accessible) unit mailboxes are required to be no more than 48" above the floor to the lock.

C. Inaccessible Features at Covered Dwelling Units

Guste III has 44 buildings with 155 units, 65 of which are covered dwelling units required to comply with the FHAA.


There are 16 ground floor units in Building Types G, G1 and H are covered units required to comply with the FHAA. Building M has 49 units. The building has four stories and an elevator serving all levels. All 49 units in the building are covered and required to comply with the FHAA.





BUILDING M - UNIT TYPE A: 2 Bedroom, 2 Bathroom

Typical for 31 units. *Note: in units where the nose of the toilet in the hall bath is clear of the control wall of the tub, the hall bath may be evaluated as a Specification B bathroom and retrofits inside the master bath can be omitted.*



Plan for Building M, Unit Type A

	Inaccessible Unit Features	
24	 <p><i>Balcony door opening.</i></p>	<p>Balcony door clear opening widths are 21-1/4 inches wide for a one door leaf (minimum 31-5/8 inches required). The latching mechanism for the second door is 72 inches above the floor (maximum 54 inches required for operating parts).</p> <p>A minimum 32 inches nominal clear opening width (31-5/8 inches) is required for doors intended for user passage. (Guidelines Requirement 3(2)).</p> <p><i>Retrofit:</i> <i>Remove the double door unit and replace with a 36" swinging door (which will provide sufficient clear width), and an inoperable sidelight.</i></p>






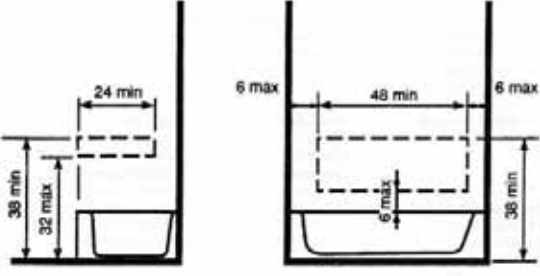
		
		
<p>25</p>		<p>Thermostat top controls are 49-7/8 inches above the floor (maximum 48 inches allowed).</p> <p>A minimum 15 inches is required and a maximum 48 inches is allowed for the reach range where the space below the control is unobstructed. (Guidelines Requirement 5).</p> <p><i>Retrofit:</i> <i>Remove thermostats, adjust wiring and re-install thermostats so that the highest operable part is no more than 48" above the floor. Patch prior location. As an alternative, find a replacement thermostat that provides controls lower on the thermostat, so that existing location / wiring may be used.</i></p>
		

Clear width of door opening.

Height of upper latch at second door

Unit 110 thermostat

Unit 404 thermostat

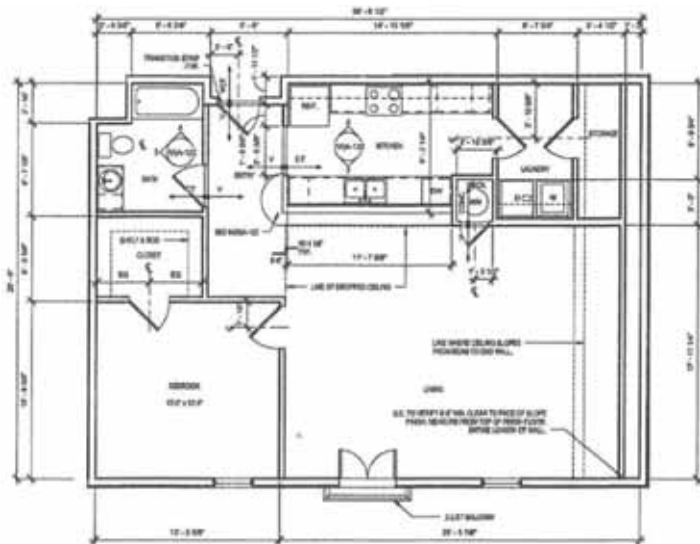
	 <p data-bbox="289 493 527 520"><i>Unit 409 thermostat</i></p>	
<p data-bbox="203 531 240 558">26</p>	 <p data-bbox="289 934 641 966"><i>Unit 110 hall tub surround</i></p>  <p data-bbox="289 1228 673 1260"><i>Unit 110 master tub surround</i></p>  <p data-bbox="289 1543 641 1575"><i>Unit 404 hall tub surround</i></p>  <p data-bbox="289 1858 673 1890"><i>Unit 404 master tub surround</i></p>	<p data-bbox="706 541 1437 682">The shape of the tub and shower surrounds at both bathtubs preclude the installation of future grab bars with firm attachment to blocking on the long wall of the tubs (ability to install grab bars required).</p>  <p data-bbox="836 997 1274 1060">Fig. 4 Location of Grab Bar Reinforcements for Adaptable Bathtubs</p> <p data-bbox="706 1092 1404 1197">Reinforcement is required for the future installation of grab bars and shower seats at toilets, bathtubs and shower compartments. (Guidelines Requirement 6).</p> <p data-bbox="706 1228 828 1260"><i>Retrofits:</i></p> <p data-bbox="706 1281 885 1312"><i>At hall baths:</i></p> <p data-bbox="706 1333 1437 1480"><i>Obtain a copy of tub surround manufacturer’s product data and specifications including information concerning fiberglass wall thickness and any integral blocking provided during the fabrication of the surround.</i></p> <p data-bbox="706 1480 1412 1627"><i>Investigate with manufacturer to determine if this issue has been solved previously and if so, how. Submit product data and any proposed retrofit to DOJ for review.</i></p> <p data-bbox="706 1648 1429 1795"><i>If a compliant retrofit for the installed product is not possible, remove and replace tub surround with one that allows correct future installation of grab bars. In the process, verify blocking installation.</i></p> <p data-bbox="706 1806 917 1837"><i>At master baths:</i></p>

		<p><i>If hall bath toilet overlaps the required clear floor space for approach to the hall tub control wall (Specification B), retrofit master bath tub as described above.</i></p>
<p>27</p>	 <p><i>Unit 110 toilet and tub.</i></p>  <p><i>Hall bathroom toilet dimension from side wall to toilet centerline.</i></p>  <p><i>Master bathroom toilet dimension from side wall to toilet centerline.</i></p>	<p>Toilet centerlines are 16-3/8 to 16-1/2 inches to the side wall on the side opposite the direction of approach (minimum 18 inches required).</p> <p>A minimum 18 inches is required between the toilet centerline and the adjacent wall, bathtub or lavatory on the side opposite the direction of approach. (Guidelines Requirement 7 (2)(a)(ii)), Figure 7(a)).</p> <p><i>Retrofits:</i></p> <p><i>At hall baths:</i></p> <p><i>Remove toilet, correct plumbing, and re-install toilet 18" minimum from the tub / sidewall. (In some cases, an offset flange, or repositioning on the existing flange may be possible.)</i></p> <p><i>At master baths:</i></p> <p><i>If hall bath toilet overlaps the required clear floor space for approach to the hall tub control wall (Specification B), retrofit master bath toilet as described above as is required.</i></p>
<p>28</p>		<p><i>Lavatory centerline is 13 inches to the side wall in unit 409 hall bath (minimum 24 inches required).</i></p> <p><i>The 48 inches minimum parallel approach provided must be centered on the lavatory. (Guidelines Requirement 7 (2)(a)(ii)), Figure 7(c)).</i></p> <p><i>Retrofits:</i></p>

<p><i>Unit 409 hall lavatory</i></p>	<p><i>At hall baths:</i></p> <p><i>Where lavatory centerline is less than 24 inches from the sidewall, remove lavatory and vanity and replace with a new or relocated vanity. Centerline of fixture to be at least 24 inches from the side wall.</i></p> <p><i>At master baths:</i></p> <p><i>If hall bath toilet overlaps the required clear floor space for approach to the hall tub control wall (Specification B), retrofit or retain master vanity as is necessary to comply with lavatory approach space requirements.</i></p>
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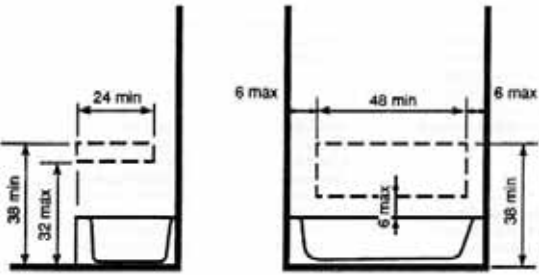
BUILDING M - UNIT TYPE A2: 1 Bedroom, 1 Bathroom

Typical for one unit.



Plan for Building M, Unit Type A2

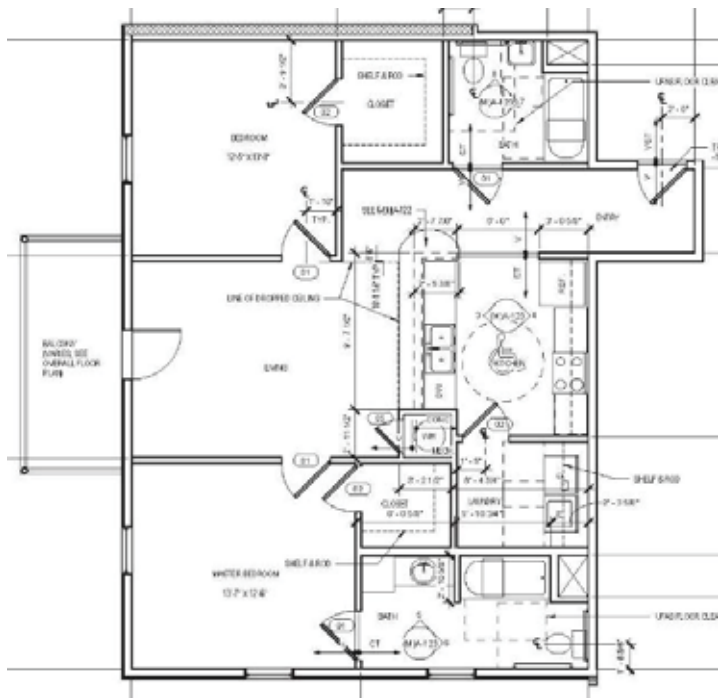
<i>Inaccessible Unit Features</i>	
<p>29</p>	<div data-bbox="289 1535 672 1822" data-label="Image"> </div> <p><i>Unit 407 thermostat</i></p> <p>Thermostat top controls are 49 inches above the floor (maximum 48 inches allowed) in #407.</p> <p>A minimum 15 inches is required and a maximum 48 inches is allowed for the reach range where the space below the control is unobstructed. (Guidelines Requirement 5).</p> <p><i>Retrofit:</i></p>

		<p><i>Remove thermostat, adjust wiring and re-install thermostats so that the highest operable part is no more than 48" above the floor. Patch prior location. As an alternative, find a replacement thermostat that provides controls lower on the thermostat, so that existing location / wiring may be used.</i></p>
<p>30</p>	 <p><i>Unit 407 tub surround</i></p>	<p>The shape of the tub and shower surrounds at the bathtub preclude the installation of future grab bars with firm attachment to blocking on the long wall of the tubs (ability to install grab bars required).</p>  <p>Fig. 4 Location of Grab Bar Reinforcements for Adaptable Bathtubs</p> <p>Reinforcement is required for the future installation of grab bars and shower seats at toilets, bathtubs and shower compartments. (Guidelines Requirement 6).</p> <p><i>Retrofit:</i></p> <p><i>Obtain a copy of tub surround manufacturer's product data and specifications, including information concerning fiberglass wall thickness and any integral blocking provided during the fabrication of the surround. Investigate with manufacturer to determine if this issue has been solved previously and if so, how. Submit product data and any proposed retrofit to DOJ for review.</i></p> <p><i>If a compliant retrofit for the installed product is not possible, remove and replace tub surround with one that allows correct future installation of grab bars. In the process, verify blocking installation.</i></p>


BUILDING M - UNIT TYPE B: 2 Bedroom, 2 Bathroom

Typical for 4 units.

Unit Type B is designed to comply with UFAS accessibility requirements. This evaluation addresses only FHAA requirements.



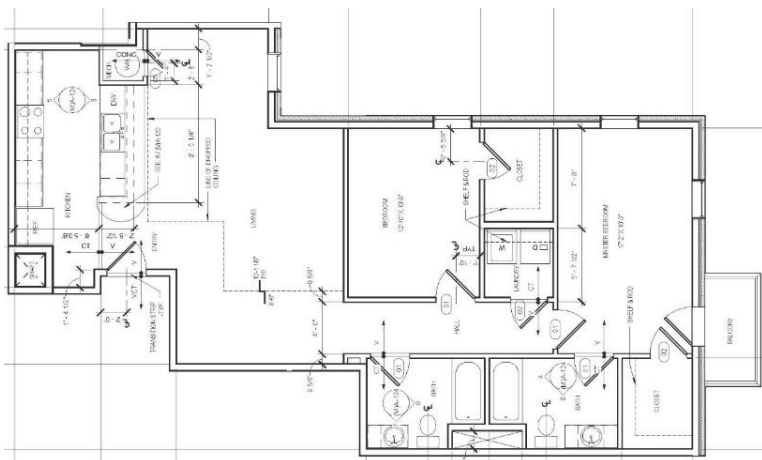
Plan for Building M, Unit Type B

	Inaccessible Unit Features	
31	 <p><i>Unit 213 thermostat</i></p>	<p>Thermostat top controls are 49 inches above the floor (maximum 48 inches allowed).</p> <p>A minimum 15 inches is required and a maximum 48 inches is allowed for the reach range where the space below the control is unobstructed. (Guidelines Requirement 5).</p> <p><i>Retrofit:</i> <i>Remove thermostat, adjust wiring and re-install thermostats so that the highest operable part is no more than 48" above the floor. Patch prior location. As an alternative, find a replacement thermostat that provides controls lower on the thermostat, so that existing location / wiring may be used.</i></p>


<i>Unit 113 thermostat</i>	
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BUILDING M - UNIT TYPE C: 2 Bedroom, 2 Bathroom

Typical for 4 units.



Plan for Building M, Unit Type C

	Inaccessible Unit Features	
32	 <p><i>Balcony deck/door threshold and change in level.</i></p>	<p>The exterior deck is 3/4 inch below the interior floor level (maximum 1/2 inch with bevel allowed).</p> <p>Exterior deck or balcony surfaces may be no more than 1/2 inch below the floor level of the dwelling unit. (Guidelines Requirement 4 (5)).</p> <p><i>Retrofit:</i> <i>Pull up deck boards, and “shim” underneath with minimum 1/4” material. Re-install deck boards.</i></p>
33	<p><i>See above.</i></p>	<p>The change in level at the exterior door to the deck is vertical and is not beveled at a slope no greater than 1:2 (maximum 1:2 bevel allowed).</p> <p>Thresholds and changes in level at exterior doors must be beveled with a slope no greater than 1:2. (Guidelines Requirement 4 (4)).</p>

		<p><i>Retrofit:</i></p> <p><i>If the deck slope is less than 2%, investigate raising the deck boards near the threshold up, by as much as a 1/4 inch. Maintain a maximum 2% slope across the deck and add a bevel, maximum 1:2 slope, to the edge of the threshold. Note: a 1/4 inch vertical face is acceptable at the threshold.</i></p> <p><i>If slope is already 2%, if raising the boards will result in a slope greater than 2%, or if raising the deck boards will not result in a threshold maximum height of 3/4 inches, then the deck boards must be removed and shimmed accordingly in front of this door, tapering out from door. The maximum threshold height is to be 3/4 inches, with a maximum 1/4 inch vertical face at threshold, and a 1:2 bevel at the remaining maximum 1/2 inch transition.</i></p>
<p>34</p>	 <p><i>Unit 412 thermostat</i></p>	<p>Thermostat top controls are 49 inches above the floor (maximum 48 inches allowed).</p> <p>A minimum 15 inches is required and a maximum 48 inches is allowed for the reach range where the space below the control is unobstructed. (Guidelines Requirement 5).</p> <p><i>Retrofit:</i></p> <p><i>Remove thermostat, adjust wiring and re-install thermostats so that the highest operable part is no more than 48" above the floor. Patch prior location. As an alternative, find a replacement thermostat that provides controls lower on the thermostat, so that existing location / wiring may be used.</i></p>
<p>35</p>	 <p><i>Unit 412 tub surround.</i></p>	<p>The shape of the tub and shower surrounds at both bathtubs preclude the installation of future grab bars with firm attachment to blocking on the long wall of the tubs (ability to install grab bars required).</p>



Height of ledges at back wall.



Shape and length of side wall extrusions.

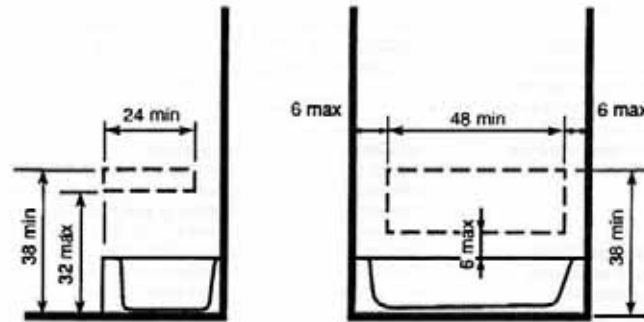


Fig. 4 Location of Grab Bar Reinforcements for Adaptable Bathtubs

Reinforcement is required for the future installation of grab bars and shower seats at toilets, bathtubs and shower compartments. (Guidelines Requirement 6).

Retrofit:

Obtain a copy of tub surround manufacturer’s product data and specifications, including information concerning fiberglass wall thickness and any integral blocking provided during the fabrication of the surround. Investigate with manufacturer to determine if this issue has been solved previously and if so, how. Submit product data and any proposed retrofit to DOJ for review.

If a compliant retrofit for the installed product is not possible, remove and replace tub surround with one that allows correct future installation of grab bars. In the process, verify blocking installation.

36



Hall toilet centerline from vanity in unit 412.

Toilet centerlines are 13-3/4 inches to the vanity cabinet in the direction of approach (minimum 15 inches required).

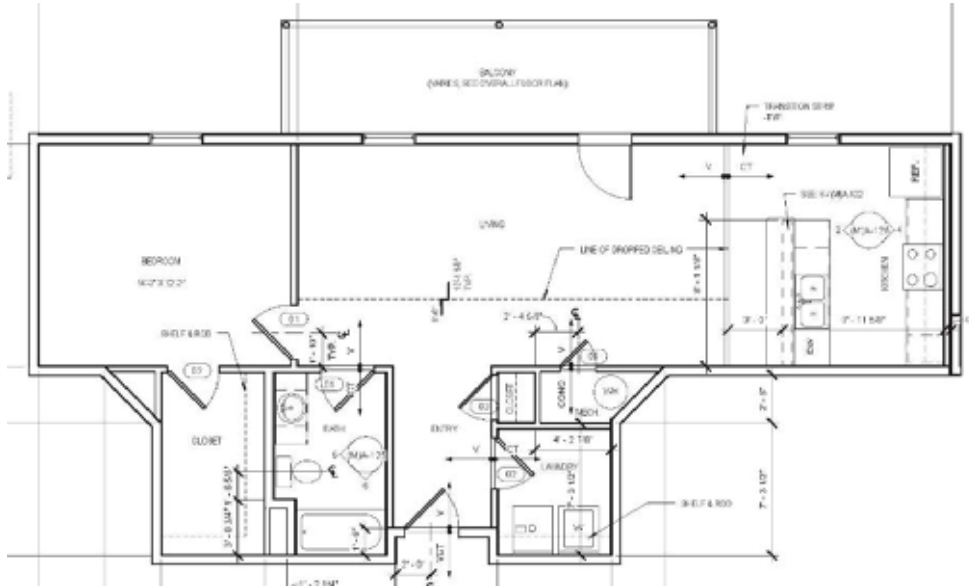
A minimum 15 inch distance is required between the toilet centerline and the vanity in the direction of approach for use of the toilet. (Guidelines Requirement 7 (2)(a)(ii) and Figure 7(a)).

Retrofit:


Remove toilet, correct plumbing, and re-install toilet 18” from the tub / sidewall and minimum 15 inches from the vanity cabinet. (In some cases, an offset flange, or repositioning on the existing flange may be possible.)


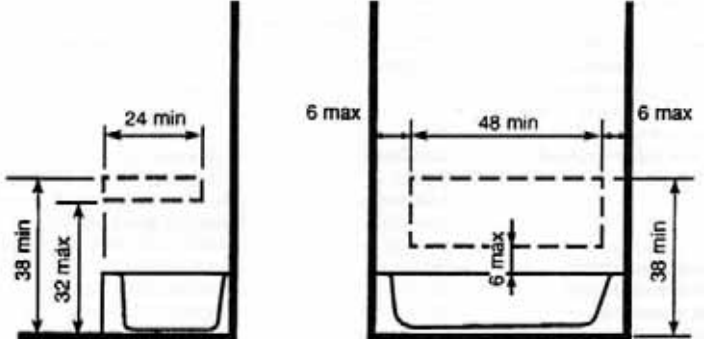
BUILDING M - UNIT TYPE D: 2 Bedroom, 1 Bathroom

Typical for 3 units.



Plan for Building M, Unit Type D

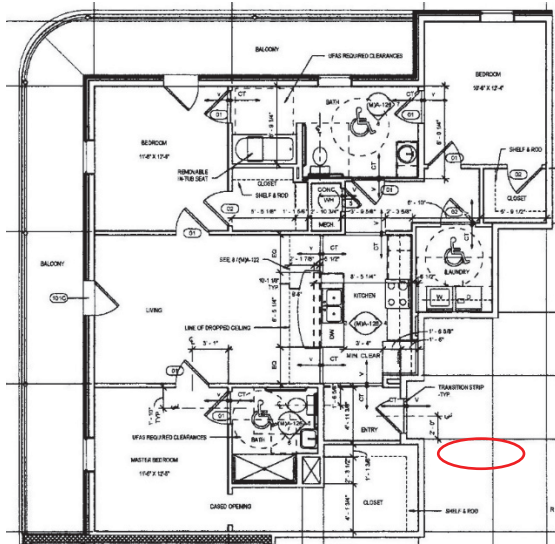
	Inaccessible Unit Features	
37	 <p data-bbox="289 1606 672 1675"><i>Balcony deck/door threshold and level change.</i></p>	<p data-bbox="703 1094 1433 1167">The exterior deck is 1 inch below the interior floor level (maximum 1/2 inch with bevel allowed).</p> <p data-bbox="703 1192 1382 1304">Exterior deck surfaces may be no more than 1/2 inch below the floor level of the interior. (Guidelines Requirement 4(5)).</p> <p data-bbox="703 1329 813 1360"><i>Retrofit:</i></p> <p data-bbox="703 1375 1433 1627"><i>Check the slope of the deck boards in this area. If the deck slope is less than 2%, investigate raising the deck boards near the threshold up, by as much as a 1/4 inch. Maintain a maximum 2% slope across the deck and add a bevel, maximum 1:2 slope, to the edge of the threshold. Note: a 1/4 inch vertical face is acceptable at the threshold.</i></p> <p data-bbox="703 1644 1433 1892"><i>If slope is already 2%, if raising the boards will result in a slope greater than 2%, or if raising the deck boards will not result in a threshold maximum height of 3/4 inches, then the deck boards must be removed and shimmed accordingly in front of this door, tapering out from door. The maximum threshold height is to be 3/4 inches, with a maximum 1/4 inch vertical face at</i></p>

		<p>threshold, and a 1:2 bevel at the remaining maximum 1/2 inch transition.</p>
<p>38</p>	<p><i>See above.</i></p>	<p>The change in level at the exterior door to the deck is vertical and is not beveled at a slope no greater than 1:2 (maximum 1:2 bevel allowed). See photo above.</p> <p>Thresholds and changes in level at exterior doors must be beveled with a slope no greater than 1:2. (Guidelines Requirement 4 (4)).</p> <p><i>Retrofit:</i> <i>Install a bevel sloped 1:2 (twice as deep as it is tall) in front of threshold.</i></p>
<p>39</p>	 <p><i>Unit 305 tub surround</i></p> <p><i>Unit 105 tub surround</i></p>	<p>The shape of the tub and shower surrounds at both bathtubs preclude the installation of future grab bars with firm attachment to blocking on the long wall of the tubs (ability to install grab bars required).</p>  <p>Fig. 4 Location of Grab Bar Reinforcements for Adaptable Bathtubs</p> <p>Reinforcement is required for the future installation of grab bars and shower seats at toilets, bathtubs and shower compartments. (Guidelines Requirement 6).</p> <p><i>Retrofit:</i> <i>Obtain a copy of tub surround manufacturer's product data and specifications, including information concerning fiberglass wall thickness and any integral blocking provided during the fabrication of the surround. Investigate with manufacturer to determine if this issue has been solved previously and if so, how. Submit</i></p>


<p><i>Unit 205 tub surround</i></p>	<p><i>product data and any proposed retrofit to DOJ for review.</i></p> <p><i>If a compliant retrofit for the installed product is not possible, remove and replace tub surround with one that allows correct future installation of grab bars. In the process, verify blocking installation.</i></p>
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BUILDING M - UNIT TYPE E: 3 Bedroom, 2 Bathroom

Typical for one unit. Unit Type E is designed to comply with UFAS accessibility requirements. This evaluation addresses only FHAA requirements.



Plan for Building M, Unit Type E

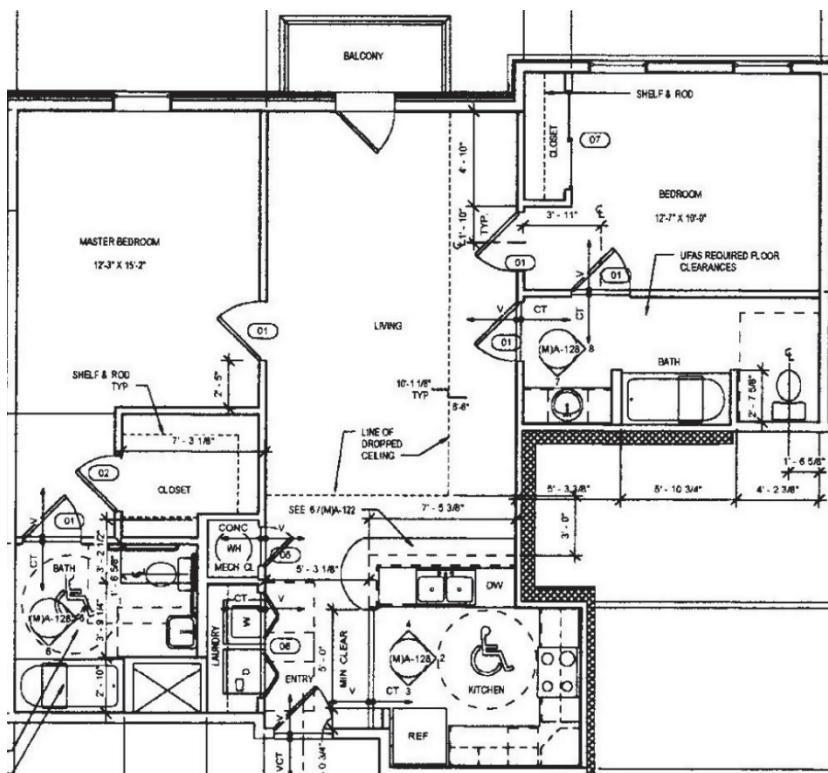
	<p>Inaccessible Unit Features</p>	
<p>40</p>	 <p><i>Kitchen clearance at refrigerator / cabinet</i></p>	<p>The clearance between refrigerator and island cabinet is 36”, as shown in photo on left.</p> <p>Clearance between counters and all opposing base cabinets, countertops, appliances, or walls is at least 40 inches. (Guidelines Requirement 7(1)(b)).</p> <p><i>First try to reposition refrigerator fully against wall. If that is not the case, replace existing refrigerator with one that is “counter depth”.</i></p>

BUILDING M - UNIT TYPE F: 2 Bedroom, 2 Bathroom


Typical for one unit. No inaccessible FHAA required features found.

BUILDING M - UNIT TYPE G: 2 Bedroom, 2 Bathroom

Typical for one unit. Unit Type G is designed to comply with UFAS accessibility requirements. This evaluation addresses only FHAA requirements.

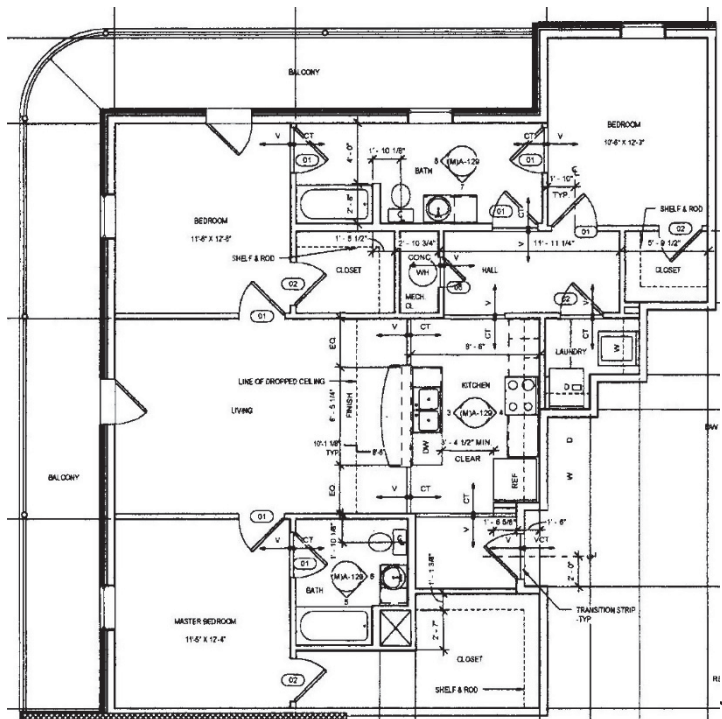


Plan for Building M, Unit Type G



	Inaccessible Unit Features	
41	 <p data-bbox="289 1543 548 1570"><i>Unit 202 thermostat</i></p>	<p data-bbox="706 1249 1421 1312">Thermostat top controls are almost 49 inches above the floor (maximum 48 inches allowed).</p> <p data-bbox="706 1344 1388 1480">A minimum 15 inches is required and a maximum 48 inches is allowed for the reach range where the space below the control is unobstructed. (Guidelines Requirement 5).</p> <p data-bbox="706 1512 820 1543"><i>Retrofit:</i></p> <p data-bbox="706 1564 1421 1774"><i>Remove thermostat, adjust wiring and re-install thermostats so that the highest operable part is no more than 48" above the floor. Patch prior location. As an alternative, find a replacement thermostat that provides controls lower on the thermostat, so that existing location / wiring may be used.</i></p>


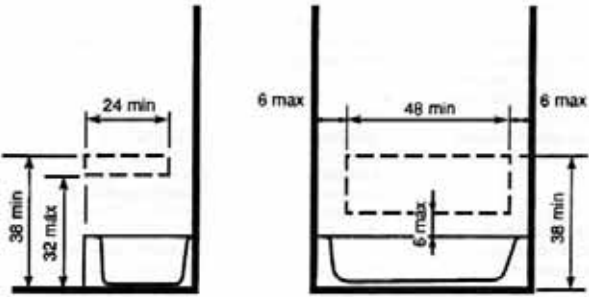
BUILDING M - UNIT TYPE H: 3 Bedroom, 2 Bathroom

Typical for one unit. Note: Master bath does not meet clear floor space at toilet and lavatory, but unit has a Specification B bathroom, which exempts clear floor space in master bath.



Plan for Building M, Unit Type H

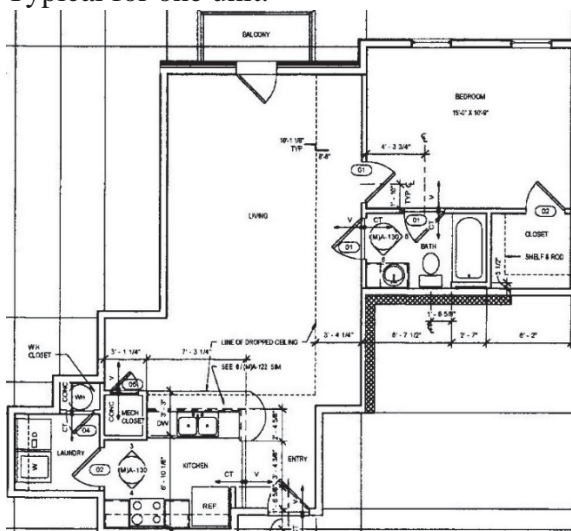
	Inaccessible Unit Features	
42	 <p><i>Balcony deck door threshold</i></p>	<p>The exterior threshold is 3/4 inch high going into bedroom 2 from balcony. (Maximum 1/4 inch allowed without bevel.)</p> <p>Thresholds at exterior doors are no higher than 3/4 inch. Thresholds and changes in level at these locations are beveled with a slope no greater than 1:2. (Guidelines Requirement 4 (4)).</p> <p><i>Retrofit:</i> Add a bevel, maximum 1:2 slope.</p>
43		<p>The exterior threshold 1 inch high going from living room onto balcony. (Maximum 1/4 inch allowed without bevel.)</p> <p>Thresholds at exterior doors are no higher than 3/4 inch. Thresholds and changes in level at these locations are beveled with a slope no greater than 1:2. (Guidelines Requirement 4 (4)).</p>

	<p><i>Balcony deck/door threshold</i></p>	<p>Retrofit:</p> <p><i>Check the slope of the deck boards in this area. If the deck slope is less than 2%, investigate raising the deck boards near the threshold up, by as much as a 1/4 inch. Maintain a maximum 2% slope across the deck and add a bevel, maximum 1:2 slope, to the edge of the threshold. Note: a 1/4 inch vertical face is acceptable at the threshold.</i></p> <p><i>If slope is already 2%, if raising the boards will result in a slope greater than 2%, or if raising the deck boards will not result in a threshold maximum height of 3/4 inches, then the deck boards must be removed and shimmed accordingly in front of this door, tapering out from door. The maximum threshold height is to be 3/4 inches, with a maximum 1/4 inch vertical face at threshold, and a 1:2 bevel at the remaining maximum 1/2 inch transition.</i></p>
<p>44</p>	 <p><i>Unit 301 master tub surround</i></p> <p><i>Unit 301 hall tub surround</i></p>	<p>The shape of the tub and shower surrounds at both bathtubs preclude the installation of future grab bars with firm attachment to blocking on the long wall of the tubs (ability to install grab bars required).</p>  <p>Fig. 4 Location of Grab Bar Reinforcements for Adaptable Bathtubs</p> <p>Reinforcement is required for the future installation of grab bars and shower seats at toilets, bathtubs and shower compartments. (Guidelines Requirement 6).</p> <p>Retrofit:</p> <p><i>Obtain a copy of tub surround manufacturer's product data and specifications including information concerning fiberglass wall thickness and any integral blocking provided during the fabrication of the surround. Investigate with manufacturer to determine if this issue has been solved previously and if so, how. Submit</i></p>


		<p><i>product data and any proposed retrofit to DOJ for review.</i></p> <p><i>If a compliant retrofit for the installed product is not possible, remove and replace tub surround with one that allows correct future installation of grab bars. In the process, verify blocking installation.</i></p>
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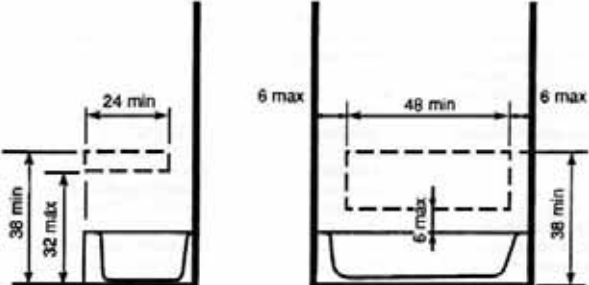
BUILDING M - UNIT TYPE J: 1 Bedroom, 1 Bathroom


Typical for one unit.



Plan for Building M, Unit Type J

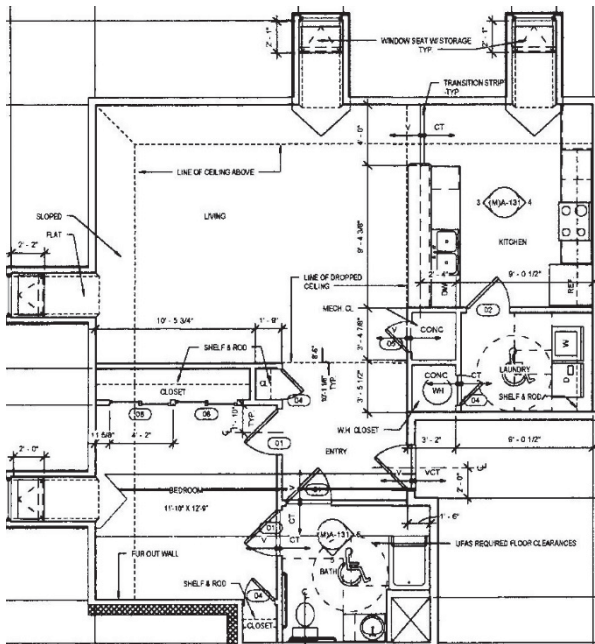
	Inaccessible Unit Features	
45	 <p><i>Balcony deck/door threshold</i></p>	<p>The exterior threshold 1/4 inch high going from living room onto balcony. (Maximum 1/4 inch allowed without bevel.)</p> <p>Thresholds at exterior doors are no higher than 3/4 inch. Thresholds and changes in level at these locations are beveled with a slope no greater than 1:2. (Guidelines Requirement 4 (4)).</p> <p><i>Retrofit:</i></p> <p><i>Check the slope of the deck boards in this area. If the deck slope is less than 2%, investigate raising the deck boards near the threshold up, by as much as a 1/4 inch. Maintain a maximum 2% slope across the deck and add a bevel, maximum 1:2 slope, to the edge of the threshold. Note: a 1/4 inch vertical face is acceptable at the threshold.</i></p>

		<p><i>If slope is already 2%, if raising the boards will result in a slope greater than 2%, or if raising the deck boards will not result in a threshold maximum height of 3/4 inches, then the deck boards must be removed and shimmed accordingly in front of this door, tapering out from door. The maximum threshold height is to be 3/4 inches, with a maximum 1/4 inch vertical face at threshold, and a 1:2 bevel at the remaining maximum 1/2 inch transition.</i></p>
<p>46</p>	 <p><i>Unit 302 tub surround</i></p>	<p>The shape of the tub and shower surrounds in bathroom precludes the installation of future grab bars with firm attachment to blocking on the long wall of the tubs (ability to install grab bars required).</p>  <p>Fig. 4 Location of Grab Bar Reinforcements for Adaptable Bathtubs</p> <p>Reinforcement is required for the future installation of grab bars and shower seats at toilets, bathtubs and shower compartments. (Guidelines Requirement 6).</p> <p><i>Retrofit:</i></p> <p><i>Obtain a copy of tub surround manufacturer’s product data and specifications, including information concerning fiberglass wall thickness and any integral blocking provided during the fabrication of the surround. Investigate with manufacturer to determine if this issue has been solved previously and if so, how. Submit product data and any proposed retrofit to DOJ for review.</i></p> <p><i>If a compliant retrofit for the installed product is not possible, remove and replace tub surround with one that allows correct future installation of grab bars. In the process, verify blocking installation.</i></p>

47	 <p style="text-align: center;"><i>Unit 302 bath lavatory</i></p>	<p>Lavatory centerline is 13 inches to the side wall in unit 302 hall bath (minimum 24 inches required). (Vanity used was reversed from plans, placing drawers on toilet side and lavatory on wall side. Likely another unit has the same issue, in reverse.) (The 48" parallel approach provided, but not centered.)</p> <p>The 48 inches minimum parallel approach provided must be centered on the lavatory. (Guidelines Requirement 7 (2)(a)(ii)), Figure 7(c)).</p> <p><i>Retrofit:</i></p> <p><i>Remove lavatory and vanity and replace with a new or relocated vanity. Centerline of fixture to be at least 24 inches from the side wall.</i></p>
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BUILDING M - UNIT TYPE K: 1 Bedroom, 1 Bathroom

Typical for one unit. Unit Type K is designed to comply with UFAS accessibility requirements. This evaluation addresses only FHAA requirements.



Plan for Building M, Unit Type K

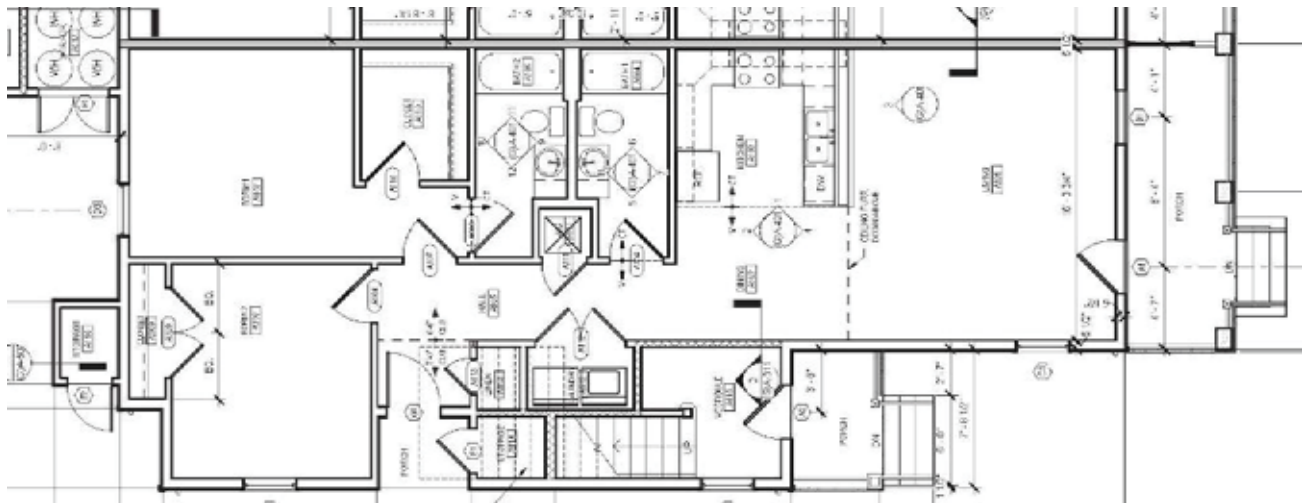
	Inaccessible Unit Features	
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48	 <p style="text-align: center;"><i>Entry coat closet depth</i></p>  <p style="text-align: center;"><i>Door opening width</i></p>	<p>Entry coat closet (by bedroom door) is 33” deep, and the door provides only 22” clear opening width. Because of closet depth, this should be a passage door.</p> <p>Within individual dwelling units, doors intended for user passage through the unit which have a clear opening width of at least 32 inches nominal width when the door is open 90 degrees, measured between the face of the door and the stop, would meet this requirement. (Guidelines Requirement 3(2)).</p> <p><i>Retrofit:</i> <i>Closet is too narrow to widen door. Furr out rear wall of closet to reduce closet depth to 24” maximum.</i></p>
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“G” and “H” Fourplexes:



BUILDING TYPE G / H: 2 Bedroom Unit





Typical for 13 units.











Plan for Building Type G / H– first floor two bedroom unit.

	Inaccessible Unit Features	
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<p>49</p>	 <p><i>Primary entry to 2410 Erato. Note trash cans to the left of the door.</i></p> <p><i>Primary entry to 2322 Erato. Note trash cans to the left of the door.</i></p>	<p>The routes to unit trash receptacles are not accessible. There are steps to the front door at every Building Type G and H unit (changes in level, including steps, are not allowed). See Section A of this report. Access to the trash requires either use of the front door or use of a circuitous route that is significantly longer than the routes used by people able to use steps.</p> <p><i>Retrofit:</i> <i>Trash pads and pick up to be relocated to courtyards. See Accessible Route Diagram.</i></p>
<p>50</p>	 <p><i>1222 - porch exterior door threshold</i></p>	<p>The exterior threshold is 1½ inch high going from living room onto porch at 1222 RJR Way & 2306 Erato. (Maximum ¼ inch vertical face allowed without bevel.)</p> <p>Thresholds at exterior doors are no higher than ¾ inch. Thresholds and changes in level at these locations are beveled with a slope no greater than 1:2. (Guidelines Requirement 4 (4)).</p> <p><i>Retrofit:</i> <i>Install a bevel, maximum 1:2 slope to improve access into unit. Note: a ¼” vertical face is acceptable at the threshold. Threshold must be maximum ¾” high, with a maximum ¼” vertical face at threshold, and a 1:2 bevel at the balance.</i></p>


		
51		<p>The interior threshold is 1 inch high going from living room onto porch at unit 1222 RJR Way. (Maximum 1/4 inch vertical face allowed without bevel.)</p> <p>Thresholds at exterior doors are no higher than 3/4 inch. Thresholds and changes in level at these locations are beveled with a slope no greater than 1:2. (Guidelines Requirement 4 (4)).</p> <p><i>Retrofit:</i></p> <p><i>Install a bevel, maximum 1:2 slope to improve access into unit. Note: a 1/4" vertical face is acceptable at the threshold. Threshold must be maximum 3/4" high, with a maximum 1/4" vertical face at threshold, and a 1:2 bevel at the balance.</i></p>
52	 	<p>Exterior storage closet doors are 30 (G) or 27 (H) inches wide with clear opening widths of approximately 28 - 29 inches (minimum 31-5/8 inch required). Closet depth is approximately 40 - 44 inches (maximum 24 inches allowed where door opening is less than 31-5/8 inches).</p> <p>A minimum 32 inches nominal clear opening width (31-5/8 inches) is required for doors intended for user passage. (Guidelines Requirement 3(2)).</p> <p><i>Retrofit:</i></p> <p><i>Exterior storage closets will be re-assigned for Fair Housing covered units. At present, the closets on the rear of the building are assigned to first floor units, and the closets at the entry door are assigned to the upstairs units. These will be reversed, so that the tenants in ground floor units will use storage closets adjacent to their entry doors, which is more convenient. These doors are too narrow as well. Furr out storage closets to limit exterior storage closet depth to 24" so passage door is not required.</i></p>

<p>53</p>	 <p>2410 - Closet door width</p>  <p>2410 - Closet depth</p>  <p>2322 - Closet door width</p>	<p>Interior closet door clear opening widths are 22-1/4 inches (minimum 31-5/8 inch required) for hall linen closet. Closet depth is 29 - 32 inches (maximum 24 inches allowed where door opening is less than 31-5/8 inches).</p> <p>A minimum 32 inches nominal clear opening width (31-5/8 inches) is required for doors intended for user passage. (Guidelines Requirement 3(2)).</p> <p><i>Retrofit:</i> <i>Furr out back wall of closets to limit depth to 24".</i> <i>Reinstall fittings.</i></p>
<p>54</p>	 <p>2410 - thermostat height</p>	<p>Thermostat top controls are more than 48-5/8 – 49³/₄ inches above the floor (maximum 48 inches allowed).</p> <p>A minimum 15 inches is required and a maximum 48 inches is allowed for the reach range where the space below the control is unobstructed. (Guidelines Requirement 5).</p> <p><i>Retrofit:</i> <i>Remove thermostat, adjust wiring and re-install thermostats so that the highest operable part is no more than 48" above the floor. Patch prior location. As an alternative, find a replacement thermostat that provides controls lower on the thermostat, so that existing location / wiring may be used.</i></p>

	 <p>2322 - thermostat height</p>	
<p>55</p>	 <p>2410 - Kitchen counter area.</p>  <p>2410 - Distance from bar wall to outlet by coffee pot.</p>  <p>2410 - Distance from back wall to outlet on bar wall.</p>	<p>No outlets are provided within reach at one kitchen countertop area. Outlets must have a parallel or forward approach provided. For the area in the corner between the range and the sink, both outlets are obstructed by the cabinets and casework (access required).</p> <p>Light switches, electrical outlets, thermostats and other environmental controls must be in accessible locations. (Guidelines Requirement 5).</p> <p><i>Retrofit:</i> <i>To be accessible a corner outlet must be 36" from the corner, so that a wheelchair user can reach the outlet. Either relocate an existing outlet, or install a new outlet in an accessible location. (If space permits, an outlet could be installed on the face of base cabinets.)</i></p>

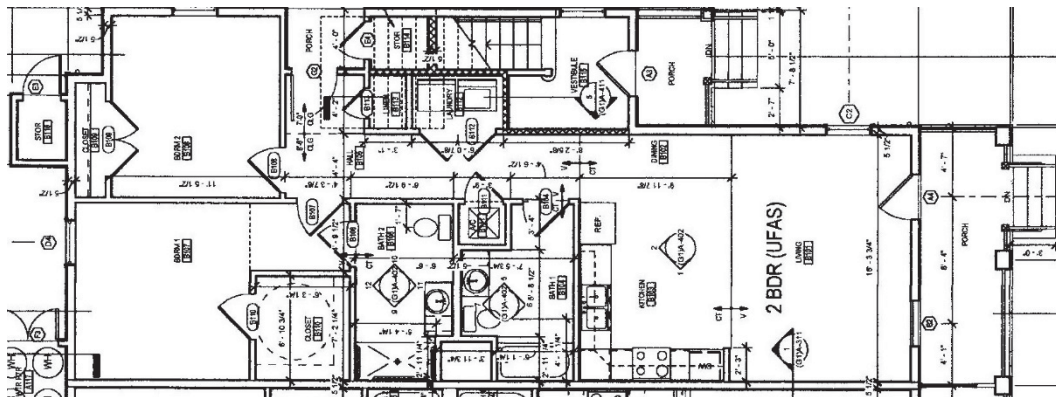
<p>56</p>	 <p><i>1222 - Kitchen overview</i></p>  <p><i>1222 – clearance refrigerator to countertop</i></p>  <p><i>2306 – clearance refrigerator to countertop</i></p>	<p>At refrigerator in 1222 RJR Way & 2306 Erato, the clearance at kitchen cabinets is only 52” or 58” of the 60” required in a “U” shaped kitchen.</p> <p>In “U”-shaped kitchens with sink or range or cooktop at the base of the “U”, a 60-inch turning radius is provided to allow parallel approach, or base cabinets are removable at that location to allow knee space for a forward approach. (Guidelines Requirement 7(1)(c)).</p> <p><i>Retrofit:</i> <i>First try to reposition refrigerator fully against wall. If that is not sufficient, replace existing refrigerator with one that is “counter depth”.</i></p>
<p>57</p>	 <p><i>2410 - Bathtub surround at hall bath.</i></p>	<p>The shape of the bathtub surround precludes the installation of future grab bars with firm attachment to blocking (ability to install grab bars required).</p> <p>Reinforcement is required for the future installation of grab bars and shower seats at toilets, bathtubs and shower compartments. (Guidelines Requirement 6).</p> <p><i>Retrofit:</i> <i>Obtain a copy of tub surround manufacturer’s product data and specifications including information concerning fiberglass wall thickness and any integral blocking provided during the fabrication of the surround. Investigate with manufacturer to determine if this issue has been solved previously and if so, how. Submit</i></p>

	 <p>2410 - Bathtub surround at master bath.</p> <p>2322 – Tub surround master</p>	<p><i>product data and any proposed retrofit to DOJ for review.</i></p> <p><i>If a compliant retrofit for the installed product is not possible, remove and replace tub surround with one that allows correct future installation of grab bars. In the process, verify blocking installation.</i></p>
<p>58</p>	 <p>2410 - Hall bath toilet 16 1/4"</p> <p>2410 - master toilet 16-7/8"</p> <p>2232 - Hall toilet 15-3/8"</p>	<p>Toilet centerlines are 15-3/8 (2322) to 16-7/8 (2410) inches to the side of the bathtub (minimum 18 inches required).</p> <p>A minimum 18 inches is required between the toilet centerline and the adjacent wall, bathtub or lavatory on the side opposite the direction of approach. (Guidelines Requirement 7 (2)(a)(ii)), Figure 7(a)).</p> <p><i>Retrofit:</i></p> <p><i>Remove toilet, correct plumbing, and re-install toilet 18" minimum from the tub / sidewall. (In some cases, an offset flange, or repositioning on the existing flange may be possible.)</i></p>



	 <p>2232 - master toilet 16 1/4"</p>	
59	Not used.	



BUILDING TYPE G-1: 2 Bedroom Unit






Typical for 3 units.







Plan for Building Type G-1 (UFAS) – first floor two bedroom unit.

	<p>Inaccessible Unit Features</p>	
60	 <p><i>Steps to porch at 2308 Erato</i></p>  <p><i>Steps to porch at 1215 RJR</i></p>	<p>The routes to unit trash receptacles are not accessible. There are steps to the front door at every Building Type G-1 (changes in level, including steps, are not allowed). Access to the trash requires either use of the front door or use of a circuitous route that is significantly longer than the routes used by people able to use steps.</p> <p><i>Retrofit:</i> <i>Trash pads and pick up to be relocated to courtyards.</i> <i>See Accessible Route Diagram.</i></p>

<p>61</p>	 <p>2308 - porch exterior door threshold</p> <p>1215 - porch exterior door threshold</p>	<p>The exterior threshold is 1¼ inch high going from living room onto porch at 2308 Erato. (Maximum 1/4 inch vertical face allowed without bevel.)</p> <p>Thresholds at exterior doors are no higher than ¾ inch. Thresholds and changes in level at these locations are beveled with a slope no greater than 1:2. (Guidelines Requirement 4 (4)).</p> <p><i>Retrofit:</i></p> <p><i>Install a bevel, maximum 1:2 slope to improve access into unit. Note: a ¼” vertical face is acceptable at the threshold. Threshold must be maximum ¾” high, with a maximum ¼” vertical face at threshold, and a 1:2 bevel at the balance.)</i></p>
<p>62</p>	 <p>2308 – Exterior storage closet</p> <p>2308 - Width of closet door</p>	<p>Exterior storage closet has steps accessing it. Door clear opening width is 29” (minimum 31-5/8” required). Closet depth is approximately 44 inches (maximum 24 inches allowed where door opening is less than 31-5/8”).</p> <p>A minimum 32 inches nominal clear opening width (31-5/8 inches) is required for doors intended for user passage. (Guidelines Requirement 3(2)).</p> <p><i>Retrofit:</i></p> <p><i>Exterior storage closets will be re-assigned for Fair Housing covered units. At present, the closets on the rear of the building are assigned to first floor units, and the closets at the entry door are assigned to the upstairs units. These will be reversed, so that the tenants in ground floor units will use storage closets adjacent to their entry doors, which is more convenient. These doors are too narrow as well. Furr out storage closets to limit exterior storage closet depth to 24”.</i></p>

		
63	<p data-bbox="285 478 646 520"><i>1215 – Width of closet door</i></p>  <p data-bbox="285 827 540 863"><i>2308 - Closet depth</i></p>  <p data-bbox="285 1163 607 1199"><i>2308 - Closet door width</i></p>	<p data-bbox="703 541 1414 684">Interior closet door clear opening widths are 22” (minimum 31-5/8 inch required) for hall linen closet. Closet depth is 29” (maximum 24” allowed where door opening is less than 31-5/8”).</p> <p data-bbox="703 709 1425 821">A minimum 32 inches nominal clear opening width (31-5/8 inches) is required for doors intended for user passage. (Guidelines Requirement 3(2)).</p> <p data-bbox="703 846 813 877"><i>Retrofit:</i></p> <p data-bbox="703 894 1377 963"><i>Furr out back wall of closets to limit depth to 24” so passage door is not required. Reinstall fittings.</i></p>
64	 <p data-bbox="285 1505 659 1575"><i>2308 – Outlet between range and corner</i></p> 	<p data-bbox="703 1220 1406 1436">No outlets are provided within reach at one kitchen countertop area in either 2308 or 1215. Outlets must have a parallel or forward approach provided. For the area in the corner between the range and the sink, both outlets are obstructed by the cabinets and casework (access required).</p> <p data-bbox="703 1461 1411 1572">Light switches, electrical outlets, thermostats and other environmental controls must be in accessible locations. (Guidelines Requirement 5).</p> <p data-bbox="703 1598 813 1629"><i>Retrofit:</i></p> <p data-bbox="703 1646 1425 1814"><i>To be accessible a corner outlet must be 36” from the corner, so that a wheelchair user can reach the outlet. Either relocate an existing outlet, or install a new outlet in an accessible location. (If space permits, an outlet could be installed on the face of base cabinets.)</i></p>

	<p>2308 – Outlet between sink and corner</p>  <p>1215 – Outlet between range and corner</p>  <p>1215 – Outlet between sink and corner</p>	
<p>65</p>	 <p>2308 - thermostat height</p>  <p>1215 – thermostat height</p>	<p>In 2308 Erato, thermostat top controls are more than 48½” above the floor (maximum 48 inches allowed). (Unit 1215 RJR compliant. See photo.)</p> <p>A minimum 15 inches is required and a maximum 48 inches is allowed for the reach range where the space below the control is unobstructed. (Guidelines Requirement 5).</p> <p><i>Retrofit:</i></p> <p><i>Remove thermostat, adjust wiring and re-install thermostats so that the highest operable part is no more than 48” above the floor. Patch prior location. As an alternative, find a replacement thermostat that provides controls lower on the thermostat, so that existing location / wiring may be used.</i></p>

RFP Attachment A (Form of Proposal)



**REQUEST FOR PROPOSALS (RFP) No. 25-911-08 Inspector(s) to Inspect and Approve the
DOJ Interior and Exterior Repairs (Re-Bid)**

FORM OF PROPOSAL
(ATTACHMENT A)

(This Form must be fully completed and placed under Tab No. 1 of the "hard copy" tabbed proposal submittal.)

Instructions: Unless otherwise specifically required, the items listed below must be completed and included in the proposal submittal. Please complete this form by marking an "X," where provided, to verify that the referenced completed form or information has been included within the "hard copy" proposal submittal submitted by the proposer. Also, complete the Section 3 Statement and the Proposer's Statement as noted below:

X=ITEM INCLUDED	SUBMITTAL ITEMS <i>(One original and Three copies of each proposal, including one with original signatures)</i>
_____	Tab 1 Form of Proposal (Attachment A)
_____	Tab 2 Form HUD-5369-C (Attachment B)
_____	Tab 3 Profile of Firm Form (Attachment C)
_____	Tab 4 Proposed Services
_____	Tab 5 Acknowledgment of Addenda
_____	Tab 6 Equal Employment Opportunity/Supplier Diversity
_____	Tab 7 Certification of Non-Exclusion
_____	Tab 8 Subcontractor/Joint Venture Information
_____	Tab 9 Section 3 Business Preference Documentation
_____	Tab 10 Other Information (Optional)

SECTION 3 STATEMENT

Are you claiming a Section 3 business preference? YES or NO____. If "YES," pursuant to the Section 3 portion within the Conditions and Specifications, and pursuant to the documentation justifying such submitted under Tab No. 7, which priority are you claiming? _____.

PROPOSER'S STATEMENT

The undersigned proposer hereby states that by completing and submitting this Form and all other documents within this proposal submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the HA discovers that any information entered herein to be false, such shall entitle the HA to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the proposal submittal, and by entering and submitting the costs where provided within the noted Internet System, the undersigned proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the HA, either in hard copy or on the noted Internet System, including an agreement to execute the attached Sample Contract form. Pursuant to all RFP Documents, this Form of Proposal, and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply the HA with the services described herein for the fee(s) entered within the areas provided within the noted Internet System pertaining to this RFP.

Signature

Date

Printed Name

Company

RFP Attachment B (HUD-5369-C)



Certifications and Representations of Offerors

Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

- (a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

RFP Attachment C (Profile of Firm Form)



REQUEST FOR PROPOSALS (RFP) No. 25-911-08: DOJ Approved Inspectors to Inspect and Approve the DOJ Interior and Exterior Repairs (Re-Bid)

PROFILE OF FIRM FORM
(Attachment C)

(This Form must be fully completed and placed under Tab No. 3 of the "hard copy" tabbed proposal submittal.)

(1) Prime ____ Sub-contractor ____ (This form must be completed by and for each).

(2) Name of Firm: _____ Telephone: _____ Fax: _____

(3) Street Address, City, State, Zip: _____

(4) Please attach a brief biography/resume of the company, including the following information:

(a) Year Firm Established; (b) Year Firm Established in [JURISDICTION]; (c) Former Name and Year Established (if applicable); (d) Name of Parent Company and Date Acquired (if applicable).

(5) Identify Principals/Partners in Firm (submit under Tab No. 5 a brief professional resume for each):

NAME	TITLE	% OF OWNERSHIP

(6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under Tab No. 5 a brief resume for each. (Do not duplicate any resumes required above):

NAME	TITLE

(7) Proposer Diversity Statement: You must circle all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

Caucasian American (Male) _____%
 Public-Held Corporation _____%
 Government Agency _____%
 Non-Profit Organization _____%

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following:

Resident-Owned* _____%
 African American _____%
 **Native American _____%
 Hispanic American _____%
 Asian/Pacific American _____%
 Hasidic Jew _____%
 Asian/Indian American _____%

Woman-Owned (MBE) _____%
 Woman-Owned (Caucasian) _____%
 Disabled Veteran _____%
 Other (Specify): _____%

WMBE Certification Number (if known): _____
 Certified by (Agency): _____

Signature _____ Date _____ Printed Name _____ Company _____

**REQUEST FOR PROPOSALS (RFP) No. 25-911-08: DOJ Approved Inspectors to Inspect
and Approve the DOJ Interior and Exterior Repairs (Re-Bid)**

PROFILE OF FIRM FORM
(Attachment C)

(This Form must be fully completed and placed under Tab No. 3 of the "hard copy" tabbed proposal submittal.)

- (8) Federal Tax ID No.: _____
- (9) [APPROPRIATE JURISDICTION] Business License No.: _____
- (10) State of _____ License Type and No.: _____
- (11) Worker's Compensation Insurance Carrier: _____
Policy No.: _____ Expiration Date: _____
- (12) General Liability Insurance Carrier: _____
Policy No. _____ Expiration Date: _____
- (13) Professional Liability Insurance Carrier: _____
Policy No. _____ Expiration Date: _____
- (14) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of _____, or any local government agency within or without the State of _____? Yes No
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.
- (15) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the HA? Yes No
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.
- (16) Non-Collusive Affidavit: The undersigned party submitting this proposal hereby certifies that such proposal is genuine and not collusive and that said proposer entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposal price, or that of any other proposer or to secure any advantage against the HA or any person interested in the proposed contract; and that all statements in said proposal are true.
- (17) Verification Statement: The undersigned proposer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the HA discovers that any information entered herein is false, that shall entitle the HA to not consider nor make award or to cancel any award with the undersigned party.

Signature

Date

Printed Name

Company

RFP Attachment D (Section 3 Submittal Form)



HOUSING AUTHORITY OF NEW ORLEANS

4100 Touro St. | New Orleans, LA 70122

(504) 670-3448 (Office)

Website: www.hano.org

INTERNAL PROCEDURES, INSTRUCTIONS, AND FORMS

This packet is designed to comply with the New HUD Section 3 Final Rule issued September 29, 2020, and became effective November 30, 2020. Therefore, these documents and instructions are related to the “Hours Worked Benchmarks” as called for in the 24 CFR Part 75 regulation. Every contractor and sub-contractor (except for professional services) are required to work toward meeting the prescribed benchmarks as indicated on the bottom of page 10 of this packet. There is no specific hiring or contracting goals under this new rule.

Most importantly, **the rule does not require the hiring or contracting of any person or business that is not fully qualified** to perform the work as would be charged. However, the rule makes clear that HUD is intent on ensuring Section 3 persons employed under the new rule receive measurable and sustainable employment. Therefore, Section 3 employees can be counted for up to five full years from the date of certification or hire respectively. HUD is expected to issue continued guidance on the new rule in the future so these documents may change in accordance with the rule.

If you should have any questions on this packet, please contact our Compliance Consultant:

Motivation Compliance and Training, Inc.

compliance@motivation-inc.com

877-882-8832

Updated October, 2023



GOVERNING PARTS OF THE SECTION 3 FINAL RULE SPECIFIC TO THE
HOUSING AUTHORITY OF NEW ORLEANS

The Final Rule is at 24 CFR Part 75

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SECTION 3 BACKGROUND

Applicable to all expenditures and agreements regardless of the dollar amount

Background - Section 3 of the Housing and Urban Development Act of 1968 (Public Law 90-448, approved August 1, 1968) (Section 3) was enacted to bring economic opportunities generated by certain HUD financial assistance expenditures, to the greatest extent feasible, to low- and very low-income persons residing in communities where the financial assistance is expended. Section 3 recognizes that HUD funds are often one of the largest sources of Federal funds expended in low- and very low-income communities and, where such funds are spent on activities such as construction and rehabilitation of housing and other public facilities, the expenditure results in economic opportunities. By directing HUD-funded economic opportunities to residents and businesses in the community where the funds are expended, the expenditure can have the dual benefit of creating new or rehabilitated housing and other facilities while providing opportunities for employment and training for the residents of these communities.

The Section 3 statute establishes priorities for employment and contracting for public housing programs and for other programs that provide housing and community development assistance. For example, the prioritization as it relates to public housing assistance places an emphasis on public housing residents, in contrast to the prioritization as it relates to housing and community development assistance, which places more emphasis on residents of the neighborhood or service area in which the investment is being made.

INTERNAL PROCEDURES FOR IMPLEMENTATION OF THE RULE

Housing Authority of New Orleans Internal Hiring Procedure

For all positions at the authority, the human resources staff will include the Section 3 Individual Low-Income Person Self Certification form with the applications (virtually and paper) allowing each applicant to identify themselves accordingly. The completion of the form will remain voluntary and at the applicant's discretion.

Once all applications have been received and reviewed, the most desirous and qualified candidate will be progressed through the hiring process. The Section 3 status of the applicant will be considered only after the "Most Qualified" candidate has been determined. If there are multiple and equally qualified persons, the Section 3 status and category of the applicant will be considered. The candidate with the highest Section 3 priority based on the 24CFR Part 75.9(a)(2) will be offered the position. All advertisements for positions with the authority will carry this wording:

"This opportunity is covered under Section 3 of the HUD Act of 1968"

Housing Authority of New Orleans Contractor Hiring Notice

For all advertised contracts let by the authority, the responsible staff will include the Section 3 Business Self Certification form and the Section 3 Individual Low-Income Self Certification form with the bid package (virtually and paper) allowing each respondent to identify themselves and their business accordingly. The completion of the forms will remain voluntary and at the respondent's discretion.

Once all responses have been received and reviewed, the most desirous and qualified business will be progressed through the contracting process. The Section 3 status of the respondent will be considered only after the "Most Qualified and Advantageous" respondent has been determined.

If there are multiple and equally qualified businesses, the Section 3 status and category of the business will be considered. The business with the highest Section 3 priority, based on the 24CFR Part 75.9 (b)(2) will be awarded the contract. All other applicable procurement laws will be adhered to relative to contracting amounts. All advertisements for contracts with the authority will carry this wording:

"This opportunity is covered under Section 3 of the HUD Act of 1968"

Housing Authority of New Orleans Contracting Procedure

For all advertised and non-advertised contracts let by the authority, the responsible staff will include the Section 3 Business Self Certification form and the Section 3 Individual Low-Income Self Certification form (with no income limit area) with the solicitation/bid package (virtually and paper) allowing each respondent to identify themselves and their business accordingly. The completion of the forms will remain voluntary at the respondent's discretion.

Once all responses have been received and reviewed, the most desirous and qualified business will be progressed through the contracting process. The Section 3 status of the respondent will be considered only after the "Most Qualified and Advantageous" respondent has been determined. We encourage contractors to recruit, train, and hire as many Housing Authority of New Orleans residents and voucher holders as possible. At minimum, contractors are required to provide an opportunity notice the Section 3 coordinator so some outreach can be executed for any created or available employment opportunities.

If there are multiple and equally qualified businesses, the Section 3 status and category of the business will be considered. The business with the highest Section 3 priority, based on the 24CFR Part 75.9 (b)(2) will be awarded the contract. All other applicable procurement laws will be adhered to relative to contracting amounts. All advertisements for contracts with the authority or its contractors, and sub-contractors will carry this wording:

"This opportunity is covered under Section 3 of the HUD Act of 1968"

Housing Authority of New Orleans Internal Resident Training Procedure

For all resident training offered by Housing Authority of New Orleans and its contractors, the staff will include the Section 3 Individual Low-Income Person Self Certification form with the training notice or upon the first day of training (virtually and paper) allowing each prospective trainee to identify themselves accordingly as public housing or Section 8. The completion of the form will NOT be voluntary as the prospective trainees will be allowed to attend based on their prioritization in the 24CFR Part 75.9(a)(2).

If the training is being paid for with HUD Public Housing financial assistance, the training will be limited to residents and potentially voucher holders only.

All advertisements for training will carry this wording:

"This opportunity is covered under Section 3 of the HUD Act of 1968"

Key Rule Components

Note: Where a portion of a Section specifically spoke to areas not related to Public Housing Assistance, those pieces were intentionally removed. There is no need to feel something important is not included.

§ 75.1 Purpose.

This part establishes the requirements to be followed to ensure the objectives of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) are met. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

§ 75.3 Applicability.

(a) General applicability. Section 3 applies to public housing financial assistance and Section 3 projects, as follows:

(1) Public housing financial assistance. Public housing financial assistance means:

(i) Development assistance provided pursuant to section 5 of the United States Housing Act of 1937 (the 1937 Act);

(ii) Operations and management assistance provided pursuant to section 9(e) of the 1937 Act;

(iv) The entirety of a mixed-finance development project as described in 24 CFR 905.604, regardless of whether the project is fully or partially assisted with public housing financial assistance as defined in paragraphs (a)(1)(i) through (iii) of this section.

(iii) The requirements in this part apply to an entire Section 3 project, regardless of whether the project is fully or partially assisted under HUD programs that provide housing and community development financial assistance.

(b) Contracts for materials. Section 3 requirements do not apply to material supply contracts.

(d) Other HUD assistance and other Federal assistance. Recipients that are not subject to Section 3 are encouraged to consider ways to support the purpose of Section 3.

§ 75.5 Core Definitions Only.

The terms HUD, Public housing, Public Housing Agency (PHA), and are defined in 24 CFR part 5. The also apply to this part: 1937 Act means the United States Housing Act of 1937, 42 U.S.C. 1437 et seq. Contractor means any entity entering into a contract with:

(1) A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project; or

(2) A subrecipient for work in connection with a Section 3 project.

Labor hours means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

Low-income person means a person as defined in Section 3(b)(2) of the 1937 Act.

Material supply contracts means contracts for the purchase of products and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

Professional services means non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

Public housing financial assistance means assistance as defined in § 75.3(a)(1).

Public housing project is defined in 24 CFR 905.108.

Recipient means any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not

limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization.

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

Section 3 business concern means:

(1) A business concern meeting at least one of the following criteria, documented within the last six-month period:

- (i) It is at least 51 percent owned and controlled by low- or very low-income persons;
- (ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
- (iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

(2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

[\(3\) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern.](#) Section 3 business concerns are not exempt from meeting the specifications of the contract.

Section 3 worker means:

(1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

- (i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
- (ii) The worker is employed by a Section 3 business concern.
- (iii) The worker is a YouthBuild participant.

(2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.

[\(3\) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker.](#) Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Section 8-assisted housing refers to housing receiving project-based rental assistance or tenant-based assistance under Section 8 of the 1937 Act.

Subcontractor means any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of public housing financial assistance or for a Section 3 project.

Targeted Section 3 worker has the meanings provided in §§ 75.11, 75.21, or 75.29, and does not exclude an individual that has a prior arrest or conviction.

Very low-income person means the definition for this term set forth in section 3(b)(2) of the 1937 Act.

YouthBuild programs refers to YouthBuild programs receiving assistance under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226).

§ 75.9 Requirements

(a) Employment and Training.

- (1) Consistent with existing Federal, state, and local laws and regulations, PHAs or other recipients receiving public housing financial assistance, and their contractors and subcontractors, must make their ***best efforts to provide employment and training opportunities*** generated by the public housing financial assistance to Section 3 workers.
- (2) PHAs or other recipients, and their contractors and subcontractors, must make their best efforts described in paragraph (a)(1) of this section in the following order of priority:
 - (i) To residents of the public housing projects for which the public housing financial assistance is expended;
 - (ii) To residents of other public housing projects managed by the PHA that is providing the assistance or for residents of Section 8-assisted housing managed by the PHA;
 - (iii) To participants in YouthBuild programs; and
 - (iv) To low- and very low-income persons residing within the metropolitan area (or nonmetropolitan county) in which the assistance is expended.

(b) Contracting.

- (1) Consistent with existing Federal, state, and local laws and regulations, PHAs and other recipients of public housing financial assistance, and their contractors and subcontractors, must make their ***best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers.***
- (2) PHAs and other recipients, and their contractors and subcontractors, must make their best efforts described in paragraph (b)(1) of this section in the following order of priority:
 - (i) To Section 3 business concerns that provide economic opportunities for residents of the public housing projects for which the assistance is provided;
 - (ii) To Section 3 business concerns that provide economic opportunities for residents of other public housing projects or Section-8 assisted housing managed by the PHA that is providing the assistance;
 - (iii) To YouthBuild programs; and

(iv) To Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the assistance is provided.

§ 75.11 Targeted Section 3 worker for Public Housing Financial Assistance.

(a) Targeted Section 3 worker. A Targeted Section 3 worker for public housing financial assistance means a Section 3 worker who is:

(1) A worker employed by a Section 3 business concern; or

(2) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:

(i) A resident of public housing or Section 8-assisted housing;

(ii) A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance; or

(iii) A YouthBuild participant.

§ 75.13 Section 3 Safe Harbor. *(See Benchmarks on page 13)*

(a) General. Recipients will be considered to have complied with requirements in this part, in the absence of evidence to the contrary if they:

(2) Certify that they have followed the prioritization of effort in § 75.9; and

(3) (2) Meet or exceed the applicable Section 3 benchmark as described in paragraph (b) of this section.

§ 75.15 Reporting. *(See Benchmarks on page 13)*

(a) Reporting of labor hours. (1) For public housing financial assistance, PHAs and other recipients must report in a manner prescribed by HUD:

(i) The total number of labor hours worked;

(ii) The total number of labor hours worked by Section 3 workers; and

(iii) The total number of labor hours worked by Targeted Section 3 workers.

(2) Section 3 workers' and Targeted Section 3 workers' labor hours may be counted for five years from when their status as a Section 3 worker or Targeted Section 3 worker is established pursuant to § 75.31.

(5) PHAs and other recipients may report on the labor hours of the PHA, the recipient, a contractor, or a subcontractor based on the employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.

(b) Additional reporting if Section 3 benchmarks are not met

If the PHA's or other recipient's reporting under paragraph (a) of this section indicates that the PHA or other recipient has not met the Section 3 benchmarks described in § 75.13, the PHA or other recipient must report in a form prescribed by HUD on the qualitative nature of its Section 3 compliance activities and those of its contractors and subcontractors. Such qualitative efforts may, for example, include but are not limited to the following:

(1) Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers. Etc.

(2) of the (c) Reporting frequency. Unless otherwise provided, PHAs or other recipients must report annually to HUD under paragraph (a) of this section, and, where required, under paragraph (b) of this section, in a manner consistent with reporting requirements for the applicable HUD program.

§ 75.17 Contract Provisions.

(a) PHAs or other recipients must include language in any agreement or contract to apply Section 3 to contractors.

(b) PHAs or other recipients must require contractors to include language in any contract or agreement to apply Section 3 to subcontractors.

(c) PHAs or other recipients must require all contractors and subcontractors to meet the requirements of § 75.9, regardless of whether Section 3 language is included in contracts.

§ 75.29 Multiple Funding Sources.

(a) If a housing rehabilitation, housing construction or other public construction project is subject to Section 3 pursuant to § 75.3(a)(1) and (2), the recipient must follow subpart B of this part for the public housing financial assistance and may follow either subpart B or C of this part for the housing and community development financial assistance. For such a project, the following applies:

(2) The recipients of both sources of funding shall report on the housing rehabilitation, housing construction, or other public construction project as a whole and shall identify the multiple associated recipients. PHAs and other recipients must report the following information:

- (i) The Total number of labor hours worked on the project;
- (ii) The total number of labor hours worked by Section 3 workers on the project, and;
- (iii) The total number of labor hours worked by Targeted Section 3 workers on the project.

§ 75.31 Recordkeeping.

(b) Recipients must maintain documentation, or ensure that a subrecipient, contractor, or subcontractor that employs the worker maintains documentation, to ensure that workers meet the definition of a Section 3 worker or Targeted Section 3 worker, at the time of hire or the first reporting period, as follows:

(1) For a worker to qualify as a Section 3 worker, one of the following must be maintained:

- (i) A worker's self-certification that their income is below the income limit from the prior calendar year;
- (ii) A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing;
- (iii) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
- (iv) An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or
- (v) An employer's certification that the worker is employed by a Section 3 business concern.

(2) For a worker to qualify as a Targeted Section 3 worker, one of the following must be maintained:

(i) For a worker to qualify as a Targeted Section 3 worker under subpart B of this part:

(A) A worker's self-certification of participation in public housing or Section 8-assisted housing programs;

(B) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;

(C) An employer's certification that the worker is employed by a Section 3 business concern; or

(D) A worker's certification that the worker is a YouthBuild participant.

Benchmarks

For Public Housing Financial Assistance, the proposed benchmark notification set the benchmarks for the recipient's fiscal year. The proposed benchmark notification provided that recipients would meet the safe harbor in the new §75.13 by certifying to the prioritization of effort in the new §75.9 and meeting or exceeding Section 3 benchmarks for total number of labor hours worked by Section 3 workers and by Targeted Section 3 workers. The benchmark for Section 3 workers was set at 20 percent or more of the total number of labor hours worked by all workers paid with public housing financial assistance. The benchmark for Targeted Section 3 workers was set at 5 percent or more of the total number of labor hours worked by all workers paid with public housing financial assistance.

Simply stated, the recipient needs to meet these two benchmarks annually in order to achieve Safe Harbor.

Section 3 Workers Labor Hours = 20%
Total Labor Hours for the Recipient

Section 3 Targeted Workers Labor Hours = 5%
Total Labor Hours for the Recipient

Forms Package Follows on the Next Page

HOUSING AUTHORITY OF NEW ORLEANS

SECTION 3 NEW RULE 24 CFR Part 75

On November 30, 2020, HUD put into effect a New and Final Section 3 Rule for all recipients. This rule is drastically different from the old rule and therefore, we want everyone to know these requirements and plan accordingly.

Every contractor must ensure this package is included in their sub-contracts. Every sub-contractor must include this package in their lower-tiered sub-contracts.

This new rule exempts all material and supply only agreements. The rule applies to all service-related contracts/agreements despite the dollar amount or project duration, except CPA's, Attorneys, Engineers, and Architects.

There is an Order of Priority for employment that needs to be followed in the event there are multiple "equally" qualified persons for a job. Contracting is based on "Economic Opportunities" provided to Section 3 persons. Please ask if you desire to do any of these things.

Documents included in this package:

✱ New Requirements Summary	14
✱ Monthly Reporting Instructions	15
✱ Section 3 Business Self-Certification Forms	16
✱ Section 3 Individual Self-Certification Forms	17
✱ Hours Worked Reporting Form	18
✱ Acknowledgment and Affidavit Form	19

The Acknowledgement and Affidavit must be executed and returned by Every Contractor.

Housing Authority of New Orleans
Annual "Section 3 Benchmarks" Requirement Summary

- * Twenty (20) percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in a HA's fiscal year are Section 3 workers; and
- * Five (5) percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in a HA's fiscal year are Section 3 workers
- * There are **No specific hiring or contracting goals** under this new rule.
- * There is **No Section 3 Business Preference** under the new rule and **No points awarded** for being a Section 3 Business.
- * All **person or business be fully qualified to perform the work.**

The two new categories of Section 3 are now referred to as:

- * **Section 3 Worker** - Any low or very low-income persons residing in the Metropolitan area
- * **Targeted Section 3 Worker** - Public Housing, Voucher Holder, and YouthBuild participants

Contractors will provide these three (3) data sets to the Section 3 Consultant within 45 days of the month after the hours have been worked by EVERY person that worked directly on the contract. **No back-office staff hours are counted:**

- * Total Hours Worked by all workers
- * Total Hours Worked by Section 3 Workers (Individual Self-Certification Form Required)
- * Total Hours worked by Targeted Section 3 Workers (Individual Self-Certification Form Required)

There are new definitions of how to be a Section 3 Business Concern:

- * It is at least 51 percent owned by low- or very low-income persons; with businesses at least 6 months old
- * Over 75 percent of the labor hours performed for the business are performed by low- or very low-income persons; or (Based on the prior 90 days of full business payrolls)
- * It is a business at least 51 percent owned by current public housing residents or residents who currently live in Section 8-assisted housing, with businesses at least 6 months old.

HANO MONTHLY REPORTING INSTRUCTIONS

STEP ONE

Enter your company name and the name of the contract or task you are performing in the appropriate lines at the top of the form.

STEP TWO

Determine which workers qualify as Section 3 by having each complete a **Section 3 Individual Low-Income Person Self-Certification Form**. This form is submitted once per Section 3 employee or those that believe they meet the definition of a Section 3 employee.

The form is to be completed by the individual and stress to the employee that the form is **Voluntary**:

1. Complete contact info section
2. Check the box that describes your situation
3. Sign and date the form
4. Complete the employer information
5. Return to your employer

STEP THREE

After determining which workers are Section 3, determine their classification based on what they check in the box on the form as **Non-Targeted** or **Targeted**:

Non-Targeted Workers are those low-income people who reside within the HANO metro area

Targeted Workers are those low-income people who are currently active HANO public housing , or Section 8 residents, and/or YouthBuild participants.

STEP FOUR

Enter the monthly dates of reporting on the first line, then proceed as follows:

1. Enter total hours worked by ALL contract or project level staff with exceptions as noted above*
2. Enter total hours worked by all Section 3 staff **Non-Targeted**
3. Enter total hours worked by all Section 3 staff **Targeted**

List **ONLY** the individual names of the workers who have self-certified as Section 3 (**Non-Targeted** and **Targeted**) along with their total hours for this months report only.

STEP FIVE

Submit the Section 3 Hours Worked Reporting on a monthly basis in the electronic system provided by the Section 3 Consultant on a future communication.

SECTION 3 BUSINESS

Voluntary Self-Certification Form

IN COMPLIANCE WITH SECTION 3 OF THE HUD ACT OF 1968 UPDATED 24 CFR PART 75 11/30/2020

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 Business Certification requirements. To count as a Section 3 Business your company/firm must meet one of the listed categories below. Each category will require additional documentation to support the election. You must provide that supporting documentation with this form properly completed to be confirmed as a Section 3 business. If this form is submitted without the required supplemental data, your certification will not be processed.

CATEGORY	DOCUMENTATION REQUIRED	YOUR ELECTION
a business at least 51 percent owned by low- or very low-income persons;	Proof of ownership showing all owners and their percentages and a completed Section 3 Individual Self-Certification form for all low- and very low-income owners	
Over 75 percent of the labor hours performed for the business are performed by low- or very low-income persons; or	Provide the last 90 days full payrolls for the entire company, make a list of the names from the payrolls of the Section 3 workers, and provide a completed Section 3 Individual Self-Certification for all low- and very low-income workers you list	
It is a business at least 51 percent owned by current public housing residents or residents who currently live in Section 8-assisted housing.	Proof of ownership showing all owners and their percentages and a Section 3 Individual Self-Certification form for all public housing and/or Section 8 owners	

I hereby certify to the US Department of Housing and Urban Development (HUD) that all of the information on this form is true and correct. I attest under penalty of perjury that my business meets the elected definition and understand proof of this information may be requested. If found to be inaccurate, I understand that I may be disqualified as a certified Section 3 business.

Full Name: _____

Company Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

SECTION 3 INDIVIDUAL LOW-INCOME PERSON

Voluntary Self-Certification Form

IN COMPLIANCE WITH SECTION 3 OF THE HUD ACT OF 1968 UPDATED 24 CFR PART 75 11/30/2020

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 self-certification income requirements. To count as a Section 3 individual, any legal resident of the United States annual income must not exceed the HUD income limits for the year before they were hired, or, the individual's current year income annualized for the year they are being confirmed as low-income.

Print Name

Phone

Email

Address

City

State

Zip

To qualify as a Section 3 Person, you must meet one of the standards in the brackets below or your individual annual income must not exceed the number in the box below.

Check only one box below that describes your situation:

I am a low or very low-income person residing in the HANO Metropolitan Area below

My employer will certify that I am employed by a Section 3 business

I reside in a HANO property

I live in Section 8 housing administered by HANO

I am a current YouthBuild participant

My Individual Annual Income Does Not Exceed: \$45,950*

Orleans Parish is part of the New Orleans-Metairie, LA HUD Metro FMR Area

I hereby certify to the US Department of Housing and Urban Development (HUD) that all of the information on this form is true and correct. I attest under penalty of perjury that my total income does not exceed the one shown above, and that proof of this information may be requested. If found to be inaccurate, I understand that I may be disqualified as a certified Section 3 individual.

Signature: _____

Date: _____

Income Limits website: https://www.huduser.gov/portal/datasets/il/il2023/select_Geography.odn

SECTION 3

Required Hours Worked Reporting

IN COMPLIANCE WITH SECTION 3 OF THE HUD ACT OF 1968 UPDATED 24 CFR PART 75 11/30/2020

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 tracking of hours worked by all person's employed on a [Housing Authority of New Orleans](#) contract, including those meeting the Section 3 income requirements as low- or very low-income.

Section 3 Employees are now defined to as:

Section 3 Workers - Any low or very low-income persons residing in the HANO Metropolitan Area (MSA)

Targeted Section 3 Workers - I reside in public housing or Section 8 housing managed by HANO or a current YouthBuild participants (If a program is active in the area)

If your company employs any person it believe is low income now or was when they were hired within the past five years, please have them complete the **SECTION 3 INDIVIDUAL LOW-INCOME PERSON SELF-CERTIFICATION FORM**" and return it with their first report of employment in the Hours Worked Reporting System.

All hours worked by everyone on the project must be reported monthly electronically or by email. If you have questions please contact the HANO Section 3 Contact:

Housing Authority of New Orleans

Name: Peter Do

Email: section3@hano.org

Phone: 504-670-3266

- * Total Hours Worked by non-Section 3 staff
- * Total hours worked by all **Non-targeted** Section 3 employees
- * Total hours worked by all **Targeted** Section 3 employee

Housing Authority of New Orleans
Section 3 New Rule Contractor Acknowledgement
(Return this form with your final contract)

Company Name: _____

Contract or Project Name: _____

Trade Work/Classification: _____

I hereby certify to the US Department of Housing and Urban Development (HUD) that I have read all of the information in this policy package and agree to follow the requirements for complying with the order of prioritization in 75.9 and reporting of all labor hours associated with my contract as required. I further understand that failure to comply with these requirements will cause my payments to be held and not processed or not released until I come into full compliance with this policy.

Monthly, I will be required to provide these data points for all contract staff working directly on the contract **not including any back-office staff**:

- Total Hours Worked by all employees (Section 3 and regular employees)
- Total Hours Worked by All **Non-Targeted Section 3 employees** (Low-Income persons residing in the HANO Metropolitan Area (MSA))
- Total Hours Worked by All **Targeted Section 3 employees** (Public Housing, Section 8, YouthBuild)

You are required to enter the names and hours worked by each Section 3 employee individually.

Signature: _____ Print: _____ Date: _____

RFP Attachment E (HUD-5369-B)



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

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

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

2. Explanations and Interpretations to Prospective Bidders

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

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

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

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

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

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

8. Contract Award

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

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

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

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

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

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

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

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

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

10. Assurance of Completion

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

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

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

[] (3) a 20 percent cash escrow;

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

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

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

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

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

11. Preconstruction Conference (applicable to construction contracts)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RFP Attachment F Supplemental Conditions



**REQUEST FOR PROPOSALS (RFP) No. 25-911-08: DOJ Approved Inspectors to Inspect
and Approve the DOJ Interior and Exterior Repairs (Re-Bid)**

SUPPLEMENTAL CONDITIONS

The following supplements and/or modifies the "General Conditions for Non-Construction Contracts Sections I," form HUD-5370-C:

Contract Period

The contract shall be for a period of one (1) year.

Contract Type

The contract resulting from this RFP shall be a fixed price contract. Consultant services shall be paid at fixed rates, in accordance with the contractor's Cost Proposal, pending HUD Funding.

Invoicing

Invoices shall be submitted monthly to the Department of Finance with a copy to the Modernization and Development Department. The invoice shall provide an invoice number, service dates, purchase order number, Task Order number, and a description of services provided and the name/title of employee who rendered the services. Invoices shall be submitted on the contractor's own invoice form.

Payments

All vendors should submit invoices to the Finance Department on or before the days listed below. All vendor invoices are due on the 1st or 15th of the month. Invoice payments are as follows:

- *Invoices received on the 16th of the current month thru the 1st day of the next month will be paid on the 1st of the following month.*
- **Example: An invoice received on August 27th will be processed commencing September 1st and paid on October 1st.**
- *Invoices received on the 2nd of the current month thru the 15th of the current month will be paid on the 15th of the following month.*
- **Example: An invoice received on August 4th will be processed commencing August 15th and paid on September 15th.**

Request for Taxpayer Number and Certification (W-9)

The respondent(s) shall provide a copy of its Request for Taxpayer Number and Certification (W-9) at the time and date specified by the Authority.

Public Access to Procurement Information/Confidentiality

All information submitted in response to a solicitation issued by the Housing Authority of New Orleans (HANO) shall remain confidential until after final approval by HANO's Board of Commissioners and/or the United States Department of Housing and Urban Development (HUD). HANO's policy regarding public access is in strict accordance with the guidelines set forth in its Procurement Policy,

**REQUEST FOR PROPOSALS (RFP) No. 25-911-08: DOJ Approved Inspectors to Inspect
and Approve the DOJ Interior and Exterior Repairs (Re-Bid)**

Section 5.3.4, HUD Handbook 7460.8 REV 2, Section 1.6, Public Access to Procurement Information and Section 7.2 (J) Confidentiality. Furthermore, pursuant to Louisiana Revised Statute 40:526(8), HANO shall not disclose information submitted to HANO in confidence in response to this RFP, and not otherwise required by law to be submitted, where such information should reasonably be considered confidential.

Indemnification

The successful Respondent(s) will be required to protect, defend, indemnify, keep, save, and hold HANO, its officers, officials, employees and agents free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, environmental liability, costs, charges, professional fees or other expenses or liabilities of every kind, nature and character arising out of or relating to any and all claims, liens, demands, obligations, actions, suits, judgments or settlements, proceedings or causes of action of every kind, nature and character (collectively, "claims") in connection with or arising directly or indirectly out of the acts or omissions and/or the performance thereof by the successful Respondent, its officers, officials, agents, employees, and subcontractors, including, but not limited to, the enforcement of the indemnification provision. The successful Respondent(s) will be further required to investigate, handle, respond to, provide defense for and defend all suits for any and all claims, at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are considered groundless, false or fraudulent.

HANO will have the right, at its option and at its expense, to participate in the defense of any suit, without relieving the successful Respondent of any of its obligations under this indemnity provision. The indemnities to be set forth in the contract resulting from this RFP will survive the expiration or termination of that contract.

Rights, Use, and Ownership of Assessment Materials

Assessment materials generated as a result of performing the Scope of Services contained in this contract shall be confidential and proprietary and shall be for the exclusive use and ownership of The Housing Authority of New Orleans. Such materials shall include, but not be limited to data, cost estimates, and reports generated that contain descriptive and/or identifying information regarding individual properties owned by HANO and/or HANO's portfolio of properties. Such materials shall not be shared, signed, sold or disclosed to parties other than those named on the contract without the express written permission of the Housing Authority of New Orleans' Contracting Officer. Any violations of this provision shall be considered a breach of, and grounds for immediate termination in accordance with the "Termination for Convenience and Default" clause.

Ethics Policy

The selected Respondent shall abide by the applicable provisions of the Housing Authority of New Orleans' Ethics Policy and State of Louisiana Ethics Code.

Third Party Claims on Software

HANO shall be held harmless from any third-party legal claims involving the use by HANO of any software product or technique provided by the selected Respondent.

**REQUEST FOR PROPOSALS (RFP) No. 25-911-08: DOJ Approved Inspectors to Inspect
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The successful Respondent shall possess all of the required State and Local licenses and certifications required to perform work of the type required by this contract in the City of New Orleans. In addition, the Respondent shall comply with all laws, ordinances and regulations applicable to the services contemplated herein. Respondents are presumed to be familiar with all federal, state and local laws, ordinances, codes, rules and regulations that may in any way affect the delivery of services.

Contractual Obligations

At any time, should the proposed services require the use of products or services of another company, such services shall be disclosed, and HANO will hold the selected respondent(s) responsible for the proposed services.

Certification of Legal Entity

Prior to execution of the Contract Agreement, the Respondent shall certify that joint ventures, partnerships, team agreements, new corporations or other entities that either exist or will be formally structured are or will be legal and binding under Louisiana law.

Certifications

In submitting the proposal, the Respondent is indicating a willingness to comply with all terms and conditions of the RFP, including but not limited to those set forth in the attached HUD Forms and these Supplemental Conditions.

Personnel

In submitting their proposals, Respondents are representing that the personnel described in their proposals shall be available to perform the services described for the duration of the contract period, barring illness, accident or other unforeseeable events of a similar nature in which cases the Respondent must be able to provide a qualified replacement. Such representation shall be valid for a minimum of 120 calendar days after the proposal due date and time. Furthermore, all personnel shall be considered to be, at all times, the sole employees of the Respondent under its sole direction, and not employees or agents of HANO.

Respondent Status

The successful Respondent will be held to be an independent Consultant and will not be an employee of HANO.

Assignment

The successful Respondent shall not enter into any subcontracts, retain consultants, or assign, transfer, convey, sublet, or otherwise delegate its obligations under the contract resulting from this RFP, or any of its rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent and approval of HANO.

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Advertising

In submitting a proposal, the successful Respondent agrees not to use the results from it as a part of any commercial advertising. HANO does not permit law firms to advertise or promote the fact of their relationship with HANO in the course of marketing efforts, unless HANO specifically agrees otherwise.

Media Relations

The Contractor shall not make public comment on HANO matters without express written approval from HANO's Director of Communications. All media inquiries shall be referred to the Director of Communications.

Attachment G Acknowledgment of Addenda



REQUEST FOR PROPOSALS (RFP) No. 25-911-08: DOJ Approved Inspectors to Inspect and Approve the DOJ Interior and Exterior Repairs (Re-Bid)

ACKNOWLEDGEMENT OF ADDENDA
(ATTACHMENT G)

Respondent has received the following Addenda, receipt of which is hereby acknowledged:

Addendum Number: _____ Date Received: _____

Addendum Number: _____ Date Received: _____

Addendum Number: _____ Date Received: _____

Addendum Number: _____ Date Received: _____

(Company Name)

(Signature)

(Printed or Typed Name)

Attachment H

Entry of Proposed

Fees



**REQUEST FOR PROPOSALS (RFP) No. 25-911-08: DOJ Approved Inspectors to Inspect
and Approve the DOJ Interior and Exterior Repairs (Re-Bid)**

Entry of Proposed Fees
(Attachment H)

As stated within Section 3.2.1 of the 1.0 RFP Document: The proposed fees shall be submitted by the proposer and received by the Agency in its own sealed envelope. It is to be included, but kept separate in its own sealed envelope, with the sealed hard-copy proposals package. Do not refer to any fees or costs within the sealed, tabbed "hard copy" proposal submittal detailed within Section 3.0 of the 1.0 Document. Any proposer that does so may, at the Agency's discretion, be rejected without further consideration. As stated within Section 3.2.2. of the 1.0 RFP Document, the proposed fees are all-inclusive of all related costs that the Contractor will incur to provide the noted services, including, but not limited to: employee wages and benefits; clerical support; overhead; profit; taxes; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; travel expenses; document copying not specifically agreed to by the Agency; etc.

The inspector shall provide a firm with a fixed price for each of the three (3) sites listed above based on the initial inspection of the work. The inspector shall further provide a firm with a fixed price for re-inspections of the work as may be required.

The inspector shall also provide an hourly rate for any additional inspection services as may be requested and determined to be in the best interest of HANO at the sites listed above or any other HANO owned properties.

Attachment I Certification of Contractor Non- Exclusion



**REQUEST FOR PROPOSALS (RFP) No. 25-911-08: DOJ Approved Inspectors to Inspect
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CERTIFICATION OF CONTRACTOR NON-EXCLUSION

This certification applies to a sole proprietor or any bidding entity or any individual partner, incorporator, director, manager, officer, organizer, or member, who has at least 10% ownership in the bidding entity, for consideration for award of contracts, in accordance with LA R.S. 38:2227.

A conviction of or plea of guilty or no contest to the following state crimes or equivalent federal crimes shall permanently bar any person or the bidding entity from bidding on public projects:

- (a) Public bribery
- (b) Corrupt Influencing
- (c) Extortion
- (d) Money laundering

A conviction of or plea of guilty or no contest to the following state crimes or equivalent federal crimes shall bar any person or the bidding entity from bidding on public projects for a period of five years from the date of conviction or from the date of the entrance of the plea of guilty or no contest:

- (a) Theft
- (b) Identity theft
- (c) Theft of a business record
- (d) False accounting
- (e) Issuing worthless checks
- (f) Bank fraud
- (g) Forgery
- (h) Contractors; misapplication of payments
- (i) Malfeasance in office

The five-year prohibition shall apply only if the crime was committed during the solicitation or execution of a contract or bid awarded pursuant to the provisions of LA R.S. Title 38, Chapter 10 - Public Contracts.

Should information be discovered about a bidding entity that would be cause for debarment, suspension, exclusion, or determination of ineligibility for award of a contract, HANO shall report and submit supporting documentation to the applicable regulatory agency.

I hereby attest that I have not been convicted of, or have not entered a plea of guilty or nolo contendere to any of the crimes listed above or equivalent crimes.

(Print)

(Date)

(Signature)

Attachment J

Vendor Registration

Form





VENDOR SETUP FORM

Company Name: _____

Physical Address: _____

City: _____ State: _____ Zip: _____

Owner/President: _____

Remit To Address: _____

City: _____ State: _____ Zip: _____

Contact Name: _____ Authorized Signature: _____

Contact Number: _____ Contact Fax: _____

Contact Email: _____ Company Website: _____

Banking Information (Required for EFT Payment, if applicable):

Bank Name: _____ Name on Bank Account: _____

Routing Number:

Account Number:

Type of Account: Checking Savings Corporate/Commercial

Required: Taxpayer Identification Number: _____

Type of Operation (Check all that apply):

- __ Individual __ Corporation __ Manufacturer __ Partnership __ Distributor
__ Sole Proprietorship __ Retail Dealer __ Agent/Broker __ Limited Liability

PLEASE ATTACH ANY REVISED INFORMATION INCLUDING W9 AND/OR BANKING UPDATED INFORMATION, AS REQUIRED.....

Requisition #: _____ or N/A _____ (Direct pay items do not require a requisition #)

Approvals:

Requestor/Department: _____ Date: _____

Finance Approval: _____ Date: _____ 1099? Y N

Procurement Approval: _____ Date: _____

Date Entered: _____ Entered By: _____

* Attach Documentation (If Provided)

Select All Applicable Products/Service in Each Category:

Voice Services & Products:

- Call Accounting
- Calling Cards
- Local Services
- Voice Bridging
- VoIP Solutions
- Call Center
- Telephone Equipment
- Long Distance Services
- Voice Systems
- Wireless/Cellular
- Other: _____
- Other: _____

Network/Internet Services & Products:

- Converged Network Provider
- Internet Access
- Virtual Learning
- Custom Network/Internet Solutions
- Network Equipment
- Wireless LAN/MAN/WAN
- Other: _____
- Other: _____

Video Services & Products:

- Audio/Visual Equipment
- Interactive Video & Multimedia Equipment
- Video Bridging
- Integration Services
- Network Access
- Other: _____
- Other: _____

e-Learning Solutions:

- Course/Learning Management Application
- Training/Certification
- Course Content Provider
- Hosting – ASP Services
- Other: _____
- Other: _____

Computer Services & Products:

- Application Software (Microsoft, Adobe, Lotus, etc.)
- E-mail Applications
- Network Devices
- SAN, Enterprise, Etc.
- Web & Application Hosting/IT Services
- Computers, Servers & Add-On Components
- Internet Content Filtering Applications & Devices
- Peripheral Equipment
- Storage Systems
- Other: _____
- Other: _____

Additional Services & Products:

- Auditors
- Electrical Generators & Power Suppression Equip
- Office Furniture
- Consulting
- Library Supplies, Equipment & Furniture
- Office Supplies & Equipment
- Other: _____
- Other: _____
- Other: _____

Circle all that Apply: (DBE) (WBE) (MBE) (Section 3) (Small Business)

Required: (Attach a copy of your certification for all items circled above)

Check one: ___ African American ___ Hispanic ___ Native American ___ Asian ___ Caucasian ___ Other

Definitions:

Disadvantage Business Enterprise (DBE) – A business enterprise that is 51% or more owned, controlled, and actively operated by one or more persons who are classified as members of a racial minority group, such as African American, Hispanic American, Asian Pacific American, Asian Indian American, Native American, Aleuts or Hasidic Jewish Americans.

Woman Business Enterprise (WBE) - A business enterprise that is 51% or more owned, controlled, and actively operated by one or more women.

Section 3 Business - A business that meets one of the following:

1. 51% or more owned and controlled by a resident of any HANO Housing site or whose full-time permanent workforce includes 30% of HANO residents of any housing site;
2. Hud Youthbuild Program in Orleans Parish;
3. Business concerns that are 51% or more owned and controlled by HANO residents or are low or very low-income Orleans Parish Residents or whose full-time permanent workforce includes 30% of HANO residents or low/very low-income Orleans Parish residents;
4. Business that subcontracts in excess of 25% of the total amount of subcontracts to business concerns identified in the preferences above.

Small Business Enterprise (SBE) — A business concern, including its affiliates, that is independently owned and operated and is not dominant in the field of operation for which it is bidding and qualifies as a small business under the criteria and size standards in 13 CFR Part 121 (see FAR 19.102).

DECLARATION BY VENDOR

I confirm that:

- i) Neither I nor any employee of _____ is in any way connected to the Housing Authority of New Orleans or its employees or an immediate family member of any Housing Authority of New Orleans employee.
- ii) For each relationship, I will include a brief statement describing the relationship.
- iii) The information furnished is correct to the best of my knowledge and belief.

Printed Name of Authorized Signatory

Signature

Request for Taxpayer Identification Number and Certification

Give Form to the requester. *Do not* send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.


1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes <input type="checkbox"/> Individual sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>0, Dpl: S, Sto, ac, xv, tsmseh, t, ia/outs O, ti //S)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid

backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number  OR Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part I, later.

Sign Here

Signature of U.S. person

Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 29 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part 11 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S.-person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040N1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040N1040EZ on line 1. You may enter your business, trade, or "doing business as" (OBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or OBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or OBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(Q)1. Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, OBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) ...	THEN check the box for . . .
<input type="checkbox"/> Corporation	Corporation
<input type="checkbox"/> Individual <ul style="list-style-type: none"> • Sole proprietorship, or <input type="checkbox"/> Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes. 	Individual sole proprietor or single-member LLC
<ul style="list-style-type: none"> • LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes. 	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
<input type="checkbox"/> Partnership	Partnership
<input type="checkbox"/> Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1- An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(Q)(2)
- 2- The United States or any of its agencies or instrumentalities
- 3-A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4-A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5-A corporation
- 6-A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7-A futures commission merchant registered with the Commodity Futures Trading Commission
- 8-A real estate investment trust
- 9-An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10-A common trust fund operated by a bank under section 584(a)
- 11-A financial institution
- 12-A middleman known in the investment community as a nominee or custodian
- 13-A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for ...	THEN the payment is exempt for ...
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(0), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A-An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B-The United States or any of its agencies or instrumentalities

C-A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D-A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(0)

E-A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F-A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G-A real estate investment trust

H-A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

1-A common trust fund as defined in section 584(a)

J-A bank as defined in section 581

K-A broker

L_A trust exempt from tax under section 664 or described in section 4947(a)(1)

M-A tax exempt trust under a section 403(b) plan or section 45/(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payer changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SSA. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I Should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	Toe individual
2. Two or more individuals joint account) other than an account maintained by an FFI	Toe actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. Toe usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	Toe grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Granter trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	Toe granter ⁴

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	Toe organization
12. Partnership or multi-member LLC	Toe partnership
13. A broker or registered nominee	Toe broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(1)(8))	Toe trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or OBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN if you have one, but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The granter also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027,

Visit www.irs.gov/identityTheft to learn more about identity theft: and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Attachment K

Corporate Resolution

Form

(Can Use this Form or Submit your own Resolution Form)

THIS IS A REQUIRED FORM



CORPORATE RESOLUTION

I, _____, the undersigned Secretary of _____ (The "Corporation") hereby certifies that: The Corporation is duly organized and existing under the laws of the State of _____ and the following is true, accurate and complete transcript of a resolution contained in the minute book of the Board of Directors of said Corporation duly held on the _____ day of _____, ____ at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter and by-laws of said Corporation and that said resolutions have not been amended or revoked and are in full force and effect:

Resolved, that _____ (name), _____ (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, and to take such steps, and do such other acts and things, as in his or her judgment may be necessary, appropriate or desirable in connection with any proposal submitted to, or any contract entered into with the City of Austin: and,

Resolved, that any and all transactions by and of the officers or representatives of the Corporation, in its name and for its account, with the City of Austin prior to the adoption of these resolutions be, and they are hereby, ratified and approved for all purposes.

Witness my hand and seal of the Corporation this ____ day of _____ 202__.

Secretary-Treasurer

(Corporate Seal)

RFP Attachment L (HUD-5370-C Section I)



General Conditions for Non-Construction Contracts

Section I — (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

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

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$250,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$250,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$250,000 — use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$250,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

proposal submitted before final payment of the contract.

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

-
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
 - (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, 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.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all 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 this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 111, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

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

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - () The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before 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 any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(v) The prohibition does not apply as follows:

- (1) Agency and legislative liaison by Own Employees.
- (a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.
- (b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
- (c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:
- (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
 - (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:
- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
 - (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
 - (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
- (e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.
- (2) Professional and technical services.
- (a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-
- (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
 - (i) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.
- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.
- (iii) Selling activities by independent sales representatives.
- (c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:
- (i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and
 - (ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.
- (e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

18. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

19. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

20. Other Contractors

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

21. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

22. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, 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 75 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 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

23. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered

RFP Attachment M (Non-Collusive Affidavit)



HOUSING AUTHORITY OF NEW ORLEANS
REQUEST FOR PROPOSALS (RFP) NO. 25-911-08:
DOJ APPROVED INSPECTORS TO INSPECT AND
APPROVE THE DOJ INTERIOR AND EXTERIOR
REPAIRS (RE-BID)
NON-COLLUSIVE AFFIDAVIT

(Respondent)

State of _____

City/County of _____

_____ Being duly sworn, deposes and says:
(Name)

That he/she is _____
(A partner or officer of the firm of, etc.)

The party making the foregoing Proposal/Quote/Bid, affirms that such Proposal/Quote/Bid is genuine and not collusive or sham: that said **OFFEROR** has not colluded, conspired, connived or agreed, directly or indirectly with any **OFFEROR** or other person, to put in a sham Proposal/Quote/Bid, or to refrain from proposing/quoting/bidding, and has not in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any person, to fix the Proposal/Quote/Bid price for affiant or any other **OFFEROR**, or to fix any overhead, profit or cost element of said Proposal/Quote/Bid price, for affiant or that of any other **OFFEROR**, or to secure any advantage against the Housing Authority of New Orleans, or to secure any personal interest in the proposed contract(s), and that all statements in said Proposal/Quote/Bid are true.

Signature of

Respondent, if an individual

Partner, if the OFFEROR is a partnership

Officer, if the OFFEROR is a corporation

Subscribed and Sworn to before me

This _____ **day of** _____, **20**_____.

Notary Public

My Commission Expires_____.