

HOUSING AUTHORITY
OF PRINCE GEORGE'S COUNTY

REQUEST FOR PROPOSALS –
PROJECT-BASED VOUCHER PROGRAM

RFP NO. 2021-100

ISSUE DATE: Thursday, Feb 25, 2021

PROPOSAL DUE DATE & TIME:

Wednesday, March 24, 2021 @ 2:00 P.M. EST

RFP NO. 2021-100

REQUEST FOR PROPOSAL(S)

RFP NO. 2021-100 - Project Based Voucher Program

Housing Authority Prince George's County (HAPGC) is currently accepting proposals for the Project Based Voucher Program.

Sealed Proposals shall consist of one (1) USB Flash Drive, one (1) Original bound copy of the RFP, and three (3) bound copies of the proposal containing all materials as listed in the RFP.

HAPGC reserves the right to reject any or all proposals.

All questions for the RFP must be submitted in writing and e-mailed to HAPGC, at hapgcprocurement@co.pg.md.us no later than **1:00 p.m. EST on Wednesday, March 10, 2021.**

PRE-PROPOSAL MEETING

DUE TO COVID-19 **Mon., March 8, 2021 at 11:00 a.m. EST**
CONFERENCE CALL ONLY

Dial-in Number: (425) 436-6395

Meeting ID: 2006378

RFP DUE DATE/TIME: Wed., March 24, 2021 at 2:00 p.m. EST

Attn: Nathan Sims, Executive Director

RFP No. 2021-100 - PBV Program

Solicitation documents are available on our website at <https://princegeorgescountymd.gov/Bids.aspx>

PRINCE GEORGE'S COUNTY HOUSING AUTHORITY

REQUEST FOR PROPOSALS – PROJECT-BASED VOUCHER PROGRAM

RFP NO: 2021-100

The Housing Authority of Prince George's County (HAPGC) will accept responses to this Request for Proposal (RFP) on a competitive basis, beginning February 2021 based on availability of Housing Choice Voucher (HCV) Project-Based Assistance and/or until all UFAS units are committed.

Disclaimer: Upon its discretion, HAPGC reserves the right to discontinue this solicitation without prior notice.

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Attachments: Exhibit 1 – Document Checklist

Exhibit 2 – HUD Forms

- a) Instructions to Offerors Non- Construction (HUD-5369-B)
- b) Certifications and Representations of Offerors – Non Construction (HUD 5369-C)
- c) General Conditions for Non-Construction Contracts (HUD-5370-C)

Exhibit 3 – Submission Forms

Exhibit 4 - UFAS 4.3

I. INTRODUCTION

The Housing Authority of Prince George's County (HAPGC or Authority) is inviting nonprofit and for-profit property owners, and developers to submit proposals for consideration of the provision of Housing Choice Vouchers (HCV) under its Project-Based Assistance (PBV) Program for mobility and/or sensory accessible units in compliance with the Uniform Federal Accessibility Standards (UFAS) at Section 4.34 (hereinafter referred to as "Accessible Units") and any related requirements regarding Accessible Routes as defined by the statute. Under the Project-Based Voucher (PBV) Program, the subsidy is attached to specific units for an original contract term of 15 years.

The Housing Authority of Prince George's County (HAPGC) will accept response to this Request for Proposal (RFP) on a rolling quarterly (every three month) basis starting with this RFP based on the availability of PBVs, funding and/or until all UFAS units are committed. Pursuant to 24 CFR § 983.51(d), HAPGC will give notice of its selection by the end of each quarterly cycle until all required PBV units has been contracted with a third party.

Under this Request for Proposal (RFP) and subject to funding availability, HAPGC will provide no less than fifty (50) vouchers for project-based assistance for Accessible Units. The project-based vouchers will be available for qualified existing properties. **This RFP is not intended to extend to properties not yet existing or which do not otherwise meet the definition of existing properties.**

- **Existing housing** is defined as housing units that already exist on the proposal selection date and currently comply, or shall be in compliance with the Uniform Federal Accessibility Standards (UFAS) for persons with mobility impairments as detailed at 4.34 within 60 days of issuance of a tentative PBV award letter, and shall comply with the Housing Quality Standards (HQS) before execution of the Housing Assistance Payment (HAP) contract between the owner and HAPGC.
- **Accessible Unit** is a housing unit that meets the specific accessibility requirements in the Uniform Federal Accessibility Standards (UFAS) for newly constructed public housing for accessibility for persons with disabilities who use wheelchairs. (49 F.R. 31528 (1984), as amended by 50 F.R. 49039 (1985), as they detail standards). An Accessible Unit may include a scattered site unit, a single family home or an apartment or townhouse unit as long as such unit meets the requirements in UFAS for newly constructed public housing for accessibility for persons with disabilities who use wheelchairs. An Accessible Unit must be on an accessible route, which is defined as a continuous, unobstructed UFAS compliant path for newly constructed public housing. (24 CFR §§ 8.3; 8.22, 8.32 for facilities that are designed, constructed or altered after July 11, 1988; UFAS §§ 4.3 et seq.). In addition, at least one of each type of common area and amenity in any housing project or development in which the unit is located must be accessible and located on an accessible route to my Accessible Unit. A dwelling unit that meets the requirements of the Fair Housing Act Accessibility Guidelines is not equivalent to fill Accessible Unit.

Projects awarded under this RFP are eligible for the HAPGC to enter into a grant agreement with the owner for up to \$10,000 per unit to assist in the modification of the unit(s) to meet UFAS standards. This incentive of up to \$10,000 will expire December 31, 2021 or if all funding is obligated prior to that date. *Disclaimer: Upon its discretion, HAPGC reserves the right to discontinue this incentive offer without prior notice.* HAPGC will review all cost estimates and if the project is selected will enter into a grant agreement to reimburse the owner for work performed to make the unit(s) meet UFAS compliance. All work performed must be complete within 60 days of tentative PBV award letter.

Eligible existing housing can be single family dwellings or multifamily projects.

HAPGC may award up to 120% of the Small Area Fair Market Rent (SAFMR) in contract rent for each unit awarded.

Any property for which a PBV contract is offered will be required to certify compliance with applicable UFAS requirements for an Accessible Unit with an accessible route. Any PBV contract will require identification of the specific units that are certified Accessible and a commitment by the successful Respondent that the units will be committed to HAPGC for its use throughout the duration of the HAP contract and any renewal thereafter.

HAPGC seeks a proposal or proposals that will yield the following unit composition and may select several responses to fulfill the unit composition as listed below:

- Thirty (30) two-bedroom units; and
- Twenty (20) units with three or more bedrooms.

Units awarded assistance under this RFP must be occupied by Applicants referred by HAPGC. When a PBV unit becomes vacant, the PBV landlord will be required to notify HAPGC and HAPGC will refer eligible participants for housing to the assisted units from its Project-Based Voucher Waitlist. The owner must select tenants for the assisted units from participants referred to the owner from HAPGC. Any award under this RFP will require a commitment by the “Successful Respondents” to identify the specific Accessible Units that will be identified in the HAP contract. A response offering floating units will not be considered unless all pre-offered units are certified Accessible Units.

This RFP is presented as follows:

I. Introduction
II. Conditions and Requirements
III. Proposal Response Format
IV. Submission of Proposal and Instructions
V. Contact with HAPGC
VI. Proposal Evaluation Criteria

II. CONDITIONS AND REQUIREMENTS

Respondents to this RFP will be subject to conditions and requirements ensuring the construction and/or preservation of accessible units, as listed below.

- A. The Respondent must demonstrate site control, including but not limited to building ownership, purchase contract or purchase option. All required land use approvals must be obtained.
- B. The development site and unit must meet all applicable requirements of the U.S. Department of Housing and Urban Development’s (HUD) Project-Based Voucher Program regulations, 24 CFR Part 983, and the HAPGC policies and procedures for the Project-Based Voucher Program included in HAPGC’s Administrative Plan. This RFP does not attempt to define all applicable rules and regulations.
- C. The development site and unit must comply with the Uniform Federal Accessibility Standards (UFAS) regulations.
- D. The development site and unit must comply with program accessibility requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8.

- E. Each PBV-assisted unit must comply with UFAS at Section 4.34 and be on an accessible route, See UFAS at §§ 4.3, et seq. (See Exhibit 4)
- F. The development site and unit must comply with design and construction requirements of the Fair Housing Amendments Act of 1988 and implementing regulations at 24 CFR § 100.205, as applicable.
- G. Activities under the PBV Program are subject to HUD environmental regulations under 24 CFR Parts 50 and 58.
- H. Units awarded assistance under this RFP must be occupied by Applicants referred by HAPGC. When a PBV unit becomes vacant, the PBV landlord will be required to notify HAPGC and HAPGC will refer eligible participants for housing to the assisted units from its Project-Based Voucher Waitlist. The owner must select tenants for the assisted units from participants referred to the owner from HAPGC. Any award under this RFP will require a commitment by the “Successful Respondents” to identify the specific Accessible Units that will be identified in the HAP contract.

A. INELIGIBLE HOUSING TYPES

The following housing types are NOT eligible for PBV awards under this RFP:

1. Shared housing;
2. Units on the grounds of a penal, reformatory, medical, mental, or similar public or private institution;
3. Nursing homes or facilities providing continuous psychiatric, medical, nursing services, board and care, or intermediate care.
4. Units that are owned or controlled by an educational institution or its affiliate and are designated for occupancy by students of the institution;
5. Manufactured homes;
6. Cooperative housing;
7. Transitional Housing;
8. High-rise elevator project for families with children;
9. Single Room Occupancy (SRO);
10. Units that are occupied by an owner of the housing;
11. Units that are occupied by families who are ineligible for the PBV program;
12. A public housing dwelling unit;
13. A unit subsidized with any other form of Section 8 Program assistance (tenant-based or project-based);
14. A unit subsidized with any governmental rent subsidy (a subsidy that pays all or any part of the rent);
15. A unit subsidized with any governmental subsidy that covers all or any part of the operating costs of the housing;
16. A unit subsidized with Section 236 rental assistance payments (12 U.S.C. 1715z-1). However, the PHA may attach assistance to a unit subsidized with Section 236 interest reduction payments;
17. A unit subsidized with rental assistance payments under Section 521 of the Housing Act of 1949, 42 U.S.C. 1490a (a Rural Housing Service Program). However, the PHA may attach assistance for a unit subsidized with Section 515 interest reduction payments (42 U.S.C. 1485);
18. A Section 202 project for non-elderly persons with disabilities (assistance under Section 162 of the Housing and Community Development Act of 1987, 12 U.S.C. 1701q note);
19. Section 811 project-based supportive housing for persons with disabilities (42 U.S.C. 8013);
20. Section 202 supportive housing for the elderly (12 U.S.C. 1701q);
21. A Section 101 rent supplement project (12 U.S.C. 1701s);
22. A unit subsidized with any form of tenant-based rental assistance (as defined at 24 CFR § 982.1(b)(2)) (e.g., a unit subsidized with tenant-based rental assistance under the HOME program, 42 U.S.C. 12701 *et seq.*);
23. A unit with any other duplicative federal, state, or local housing subsidy, as determined by HUD or by the PHA in accordance with HUD requirements. For this purpose, “housing subsidy” does not include the housing component of a welfare payment; a Social Security payment; or a federal, state, or local tax concession (such as relief from local real property taxes);
24. Projects that have already received PBV assistance from HAPGC are ineligible to apply.

B. REQUIREMENTS FOR ORGANIZATIONS RECEIVING PROJECT-BASED VOUCHERS FROM HAPGC UNDER THIS SOLITICATION

Selected Respondents/organizations are required to adhere to the requirements listed below.

1. The organization must be incorporated. Non-profit organizations must have a 501(c)(3) tax-exempt determination.
2. The organization must have an oversight body that sets policy.
3. The organization must be annually audited by a certified public accounting firm and the results must be available to HAPGC upon request.
4. The organization must have insurance as follows:
 - A. Workers Compensation at the statutory amount.
 - B. Employer's liability not less than one million dollars (\$1,000,000.)
 - C. Commercial General Liability Insurance not less than one-million dollars (\$1,000,000.) per occurrence and two million dollars (\$2,000,000.) aggregate.
5. The organization must comply with all laws and regulations of Prince George's County and the State of Maryland, including but not limited to laws involving the use, maintenance and operation of structures, including building permits, zoning, code enforcement and rental certificates.
6. The organization must designate a Point of Contact (POC) for HAPGC.
7. Development site and unit selected in response to this RFP must be located within $\frac{3}{4}$ miles of public transportation or provide transportation services for PBV occupants.
8. Owner must comply with all applicable federal requirements

The HAPGC will provide official notification pertaining to the selected Respondent at the end of each quarterly period under this competitive process until all available PBV's are assigned.

III. PROPOSAL RESPONSE FORMAT

Three (3) copies and one (1) original copy bound in a three-ring binder, and a digital copy on a USB flash drive or electronic copy must be submitted.

All proposals submitted in response to this RFP must be formatted in the sequence noted below. **Each section must be separated and labeled by numbered index dividers (tabs) allowing each tab to be located without opening the submission.** The following information/documentation included behind each tab:

Tab 1 – Initial Term of the Housing Assistance Payment (HAP) Contract Requested

The Minimum qualifications:

The HAP contract term must be attached to specific units for an original contract term of 15 years. The purpose of the HAP contract is to provide housing assistance payments for eligible families who need mobility accessible units that are on an accessible route and comply with UFAS at Section 4.34. The HAP contract will be executed after HAPGC has inspected the units and determined that all applicable accessible units have been completed in accordance with the HAP Agreement in addition to having the owner furnish all required evidence of completion and UFAS certification. The HAP contract must be available for renewal at HAPGC’s discretion for an additional term of at least 5 years and no more than 15 years.

Scoring Criteria: List the intended term of the initial Housing Assistance Payment Contract and the Respondent’s intent pertaining to an extension of the contract term.

Tab 2 – Site Location

Respondent must provide the following to meet minimum qualifications:

- a) The exact location of the project. The project must be within Prince George's County.
- b) Provide evidence that demonstrates site control, including but not limited to, a deed proving outright building ownership, a purchase contract or a purchase option and evidence of all required land use approvals. Contracts must be executed prior to execution of the PBV Agreement.
- c) Provide evidence establishing that the property is appropriately zoned or evidence to indicate that rezoning or variance will occur, allowing for the completion of standard approval procedures. Responses must include expected timing of rezoning completion (if applicable).
- d) Demonstrate that the development site is within ¾ mile to public transportation.

Scoring Criteria: Identify the project’s proximity to shopping, significant health facility and neighborhood services, and if not within walking distance (1/4 mile) to these services demonstrate that the development site and unit is within ¾ mile to public transportation. Include a map that shows public transportation routes and the location of commercial and retail facilities.

Tab 3 – Design (Part 1 of 2)

Respondent must provide the following to meet minimum qualifications:

- List the number of existing mobility, hearing and/or visually accessible PBV contract units (or units that owner indicates will be made UFAS Accessible within 30 days to six months of tentative contract award letter) by area, size, number of bedrooms and bathrooms. Points will be awarded for subsidized Accessible Units as defined in this RFP in the following ranges; all units should be HQS and UFAS ready within 30 days – no more than six months of award.

Scoring Criteria: Number of proposed UFAS Accessible Units available for a PBV contract by number of bedrooms.

Tab 4 – Design (Part 2 of 2)

- a) HAPGC is seeking thirty (30) two-bedroom units and twenty (20) three or more bedrooms;
- b) Evidence of any proposed services that will be provided to the tenants, maintenance, and/or equipment to be supplied by the owner.
- c) Yearly, turnover rate;
- d) Utilities available to the PBV contract units, including a specification of utility services to be paid by the owner and utility services to be paid by the tenant;
- e) Estimated initial rents to owner for the contract units;
- f) Description of the work to be performed under the Agreement to ensure that units will meet UFAS requirements including certification of units by a qualified architect or vendor and an agreement to provide proof of UFAS certification by a qualified architect upon completion; and
- g) Any additional requirements for quality, architecture, or design exceeding Housing Quality Standards (HQS).

Scoring Criteria:

- Evidence of services, maintenance, or equipment to be supplied by the owner.
- Architectural elevations, setbacks, and massing are considered acceptable for proposed use and in relation to adjacent land uses by County Planning Department staff; project amenities are appropriate for the planned use

Tab 5 – Development Experience

Respondent must provide the following to meet minimum qualifications:

List and briefly describe three (3) completed, rental properties owned, and/or rehabilitation projects within the last five (5) years. Projects must reflect Respondent’s experience in managing, owning, and/or developing affordable housing which may include accessible and/or low-income housing units. For each project, provide the following information:

- a) Project name and location;
- b) Brief description of the project. Indicate financing sources and amounts. Include number of units, accessible units, buildings, and acreage;
- c) Owner entity or Developer Team;
- d) Describe any services that will be provided to the participants and Respondent’s role in providing those services;
- e) Population type and income levels served; and
- f) Experience providing accessible units for individuals using mobility and/or sensory or requiring modifications to be accessible.

Scoring Criteria: Respondent must demonstrate it has developed or owned at least 25 accessible units and/or rental housing units. Maximum points will be awarded based on evidence that Respondent has developed or owned up to one-hundred (100) or more accessible and/or rental housing units as primary or co-sponsor in the past five (5) years.

Tab 6 – Owner Experience:

Respondent must provide the following to meet minimum qualifications:

- a) Provide a complete disclosure of ownership status (for-profit or non-profit owner) and organizational structure.
- b) Identify the owner and other project principals and the names of officers, staff and principal members, shareholders, investors and other parties having a financial interest in the project. Provide a disclosure of any possible conflict of interest by any of these parties that would be a violation of the HAP contract. Information concerning any participant who is not known at the time of the application submission must be provided to HAPGC as soon as the participant is known.
- c) Demonstrate at least three continuous years of prior ownership experience in at least three multi-family or single family rental housing projects of similar size (number of dwelling units) to the proposed project.
- d) Disclose any foreclosure or receivership actions, adverse government actions or health and safety violations, and any unresolved compliance agency audit findings.

Scoring Criteria: Respondent must prove that it has at least ten (10) years of experience, maximum points will be awarded for twenty (20) or more years of experience in owning affordable rental housing or developing accessible housing.

Tab 7 – Management Experience:

Respondent must provide the following to meet minimum qualifications:

- a) Respondent must demonstrate the experience and capabilities of the Management Team in managing affordable multi-family or single family rental properties including any experience working with special needs population. List and briefly describe three (3) projects within the last five (5) years that exhibit the Management Team’s experience in managing and maintaining multifamily or single family rental housing properties of similar size (number of dwelling units) to the proposed project.
- b) Submit a proposed Management Plan.

Scoring Criteria: Respondent must demonstrate that it has at least ten (10) years of experience in managing affordable rental housing and/or working with special needs individuals. Maximum points will be awarded to Respondent with twenty (20) or more years of experience in managing and maintaining affordable rental housing and/or working with special needs individuals.

Tab 8 – Project Feasibility/Readiness to Begin Leasing of Units:

Respondent must provide the following to meet minimum qualifications:

- a) Provide an operating budget for the proposed duration of the HAP contract.
- b) Demonstrate UFAS compliance by listing the number of Existing Housing and readily available units that are currently UFAS compliant and/or provide the number of units that can be converted to UFAS compliant within two (2) months to six (6) months of any issuance of a tentative PBV award letter.

Scoring Criteria: Respondent(s) must demonstrate UFAS compliance, list the number of readily available units and provide number of units that qualify as Existing Housing and or can be converted to UFAS compliant and leased within thirty (30) days to six (6) months of the issuance of a tentative PBV award letter. See Ranking and Selection Checklist for percent criteria.

Tab 9 – HUD Forms, Checklist, Addendums, if applicable, W-9 and Submission Forms:

Each Respondent must complete the applicable form(s) as listed on the checklist page.

IV. SUBMISSION OF PROPOSAL AND INSTRUCTION

All proposals must include:

- Completed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusions
- All requirements under the eight tabs as described in the Format of Proposal Response.
- A copy of the organization's most recent audit results.

Respondents must submit one (1) clearly labeled Original, three (3) Copies of their proposal, and a digital copy on a USB flash drive placed in a sealed package addressed to:

**ATTENTION: Nathan Simms, Executive Director
RFP NO. 2021-100_PROJECT-BASED VOUCHER PROGRAM
9200 Basil Court, Suite 500
Largo, MD 20744**

The package exterior must be clearly MARKED with the Respondent's name and return address, and must be labeled as listed above:

A. Submission Conditions

DO NOT MAKE ANY ADDITIONAL MARKS, NOTATIONS, OR CHANGES TO THE REQUIREMENTS ON THE DOCUMENTS SUBMITTED. Respondents are not allowed to change the requirements contained herein by making or entering onto these documents or the documents submitted any revisions or additions. If any such additional marks, notations or requirements are entered on any documents submitted to HAPGC, it may invalidate the proposal.

B. Submission Responsibilities and General Information

It shall be the responsibility of each Respondent to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by HAPGC, and any addenda and required attachments submitted. By virtue of completing, signing and submitting the completed documents, the Respondent is stating his/her agreement to comply with all conditions and requirements set forth within these documents.

1. Prepare your proposal in a practical, legible, clear, and straightforward manner. RFPs containing any conditions, omissions, unexplained erasures or alterations, or irregularities of any kind, may be rejected by the HAPGC.
2. RFPs submitted are irrevocable for 90 days following the submission. This period may be extended at the HAPGC's request only with the respondent's written consent.
3. Unless there is no need for negotiations with any other respondents, negotiations shall be conducted with respondents who submit proposals determined to have a reasonable chance of being selected for award, based on evaluation against the technical and price factors as specified in the RFP. Such respondents shall be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. The purpose of negotiations shall be to seek clarification with regard to this solicitation and advise solicitors of the deficiencies in both the technical and price aspects of their proposals so as to assure full understanding of the conformance to the solicitation requirements. No respondent shall be provided any information about any other respondent's proposal, and no respondent shall be assisted in bringing its proposal up to the level of any other proposal. Respondents shall not be directed to reduce their proposed prices to a specific amount in order to be considered for award.
4. Any actual or prospective contractor may protest the solicitation or award of a contract for the serious violations of the principles of this Statement. Any protest against a solicitation must be received before the due date for receipt of bids or proposals, and any protest against the award of a contract must be received within ten calendar days after contract award, or the protest will not be considered. All protests shall be in writing, submitted to the Contracting Officer, who shall issue a written decision on the matter. The Contracting Officer may with discretion, suspend the procurement pending resolution of the protest, if warranted by the facts presented.
5. Cancellation of solicitation: HAPGC reserves the right to cancel this solicitation when it is determined to be in the best interest of HAPGC to do so. HAPGC reserves the right to reject any and all proposals, to waive any formality in the RFP process, or to terminate the RFP process at any time, if deemed by the HAPGC to be in its best interest. The HAPGC reserves the right not to award a contract pursuant to this RFP. HAPGC shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.

A solicitation may be canceled and all bids or proposals that have already been received may be rejected if: the supplies, services, or construction are no longer required; ambiguous or otherwise inadequate specifications were part of the solicitation; the solicitation did not provide for consideration of all factors of significance to HAPGC; prices exceed available

funds; there is reason to believe that bids or proposals may not have been independently arrived at in open competition, may have been collusive, or may have been submitted in bad faith; or for good cause of a similar nature when it is in the best interest of the HAPGC.

The reasons for cancellation shall be documented in the procurement file and the reasons for cancellation and/or rejection shall be provided upon request to any respondent solicited.

A notice of cancellation shall be sent to all respondents solicited and/or, posted on the HAPGC's website, if appropriate, shall explain that they will be given an opportunity to compete on any solicitation or future procurement of similar items.

7. If all otherwise acceptable proposals received in response to an RFP are at unreasonable price, or only one proposal is received and the price is unreasonable, the HAPGC shall reject the solicitation and either: **a)** re-solicit on a quarterly basis using a request for proposal; or **b)** complete the procurement by using the competitive proposal method (when more than one, otherwise, acceptable proposal has been received) or by using the noncompetitive proposals method (when only one proposal is received at an unreasonable price); provided, that the Contracting Officer determines in writing that such action is appropriate, all respondents are informed of the HAPGC's intent to negotiate, and each responsible respondent is given a reasonable opportunity to negotiate.
8. If it becomes necessary to revise this RFP, amendments will be provided to all prospective respondent's that were sent this RFP or otherwise are known by the HAPGC to have obtained this RFP. Acknowledgement of the receipt of all amendments to the RFP must accompany the respondent's proposal. Failure to acknowledge receipt does not relieve the respondent from complying with all terms of any such amendment. Amendments will be posted on the HAPGC's website.

V. CONTACT WITH HAPGC

POINT OF CONTACT

The sole point of contact in the Authority for purposes of this RFP prior to the award is the Procurement team, relative to this RFP should be made in writing and directed to:

Procurement Division
Housing Authority of Prince George's County
9200 Basil Court, Suite 500
Largo, MD 20774
[E-mail: hapcprocurement@co.pg.md.us](mailto:hapcprocurement@co.pg.md.us)

REQUEST FOR INFORMATION

Any prospective respondent desiring an explanation or interpretation of this RFP must request in writing via email. Requests shall be directed to Procurement at hapcprocurement@co.pg.md.us. Any information given to a prospective respondent concerning the solicitation will be furnished promptly to all prospective respondents, if that information is necessary in submitting an offer or lack thereof would be prejudicial to any other prospective respondent. Oral explanations or instructions given before the award of the contract will not be binding on contract performance.

VI. PROPOSAL EVALUATION CRITERIA

The following criterion will be utilized by HAPGC’s Evaluation Committee to evaluate each Respondent’s submission. The award of maximum points for each listed criterion will be based upon the documentation provided with respondents submitted proposal.

Scoring Criteria: Number of proposed UFAS Accessible Units available for a PBV contract by area, size, number of bedrooms and bathrooms using the above ranges

TAB 1: INITIAL TERM OF CONTRACT REQUESTED (MIN. 15 PTS. REQUIRED)	MAX. PTS.
The HAP contract must be attached to specific units for an original contract term of 15 years.	15
Availability for renewal with a minimum of 5 years but less than 15 years	5
TAB 2: SITE LOCATION (MIN. 10 PTS. REQUIRED)	MAX. PTS.
Site is within ³ / ₄ miles of public transportation.	10
Demonstrate transportation services for PBV occupants.	5
TAB 3: DESIGN (MIN. 2 PTS. REQUIRED)	MAX. PTS.
Number of proposed 3 bedroom UFAS Accessible Units	2
Number of proposed 2 bedroom UFAS Accessible Units	2
TAB 4: DESIGN PART 2 (MIN. 2 PTS. REQUIRED)	MAX. PTS.
Evidence of services, maintenance, or equipment to be supplied by the owner.	10
Architectural elevations, setbacks, and massing are considered acceptable for proposed use and in relation to adjacent land uses by County Planning Department staff; project amenities are appropriate for the planned use.	5
Proposed project meets most of the above tab 4 criteria and only slight modifications will be necessary to meet County Planning approval.	2
TAB 5: DEVELOPMENT EXPERIENCE (MIN. 10 PTS. REQUIRED)	MAX. PTS.
Respondent has developed or owned 100 or more accessible and/or low-income rental housing units as primary or co-sponsor in the past five years.	20
Respondent has developed between 25 to 99 accessible and/or low-income rental housing units as primary or co-sponsor in the past five years.	10
TAB 6: OWNER EXPERIENCE (MIN. 1 PT. REQUIRED)	MAX. PTS.
Respondent has 20+ years of experience in owning affordable rental housing which include mobility and/or sensory accessible units and/or working with special needs individuals.	10
Respondent has 10 to 19 years of experience in owning affordable rental housing which include mobility and/or sensory accessible units.	5
Respondent has 20+ years of experience in managing and maintaining affordable rental housing and/or working with special needs individuals.	2
Respondent has 10 to 19 years of experience in managing and maintaining affordable rental housing and/or working with special needs individuals.	1

TAB 7: MANAGEMENT EXPERIENCE (MIN. 1 PT. REQUIRED)	MAX. PTS.
Respondent has 20+ years of experience in managing and maintaining other types of rental housing which include mobility and/or sensory accessible units and/or working with special needs individuals.	10
Respondent has 10 to 19 years of experience in managing and maintaining other types of rental housing which included mobility and/or sensory accessible units and/or working with special needs individuals.	5
Respondent has 20+ years of experience in managing and maintaining other types of rental housing and/or working with special needs individuals.	2
Respondent has 10 to 19 years of experience in managing and maintaining other types of rental housing and/or working with special needs individuals.	1
TAB 8: PROJECT FEASIBILITY/READINESS TO BEGIN LEASING OF UNITS (MIN. 5 PTS. REQUIRED)	MAX. PTS.
Demonstrate UFAS compliance by listing the number of Existing Housing and readily available units that are currently UFAS compliant and available for lease up within thirty (30) days to sixty (60) days of a tentative PBV award letter.	20
Demonstrate UFAS compliance by listing the number of Existing Housing and readily available units that can be made UFAS compliant and available for lease up within 61 days to six (6) months of a tentative PBV award letter.	10
Provide an operating budget for the proposed duration of the HAP contract.	5
MAXIMUM POINTS (Minimum 46 Point required as set forth in above Tabs)	157

Maximum points represent the total max points by tab

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HOUSING AUTHORITY OF PRINCE GEORGE'S COUNTY

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion**

I hereby certify that I meet the following criteria for participation:

1. I (we) have not been debarred or suspended by any government agency or subjected to a limited denial of participation under the Department and Suspension Rules of the United States Department of Housing and Urban Development (2 CFR Part 2424).
2. I (we) have not engaged in any drug-related criminal activity or any violent criminal activity.
3. Neither the federal government nor any state or local government has instituted an administrative or judicial action against me (us) in violation of the Fair Housing Act or other equal opportunity requirements.
4. No court or administrative agency has determined that I (we) have violated the Fair Housing Act or other equal opportunity requirements.
5. I (we) have not committed fraud, bribery or any other corrupt or criminal act in connection with any federal, state or local housing program.
6. I (we) am (are) not on the U.S. General Services Administration list of parties excluded from federal procurement and non-procurement programs.

Signature

Date

Printed Name & Title

Company Name

EXHIBIT 1 – DOCUMENTS CHECKLIST

DOCUMENT(S) CHECKLIST- TAB 9

All documents, including this Checklist, must be completed in full and submitted within the one (1) original bound copy, three (3) bound copies and on the one (1) USB, in the requested order, or the package may be considered as a non-responsive submittal.

<u>Initial If Included</u>	<u>Documents Included in Proposal(s)</u>
_____	Document(s) Checklist
_____	Acknowledgement of Receipt of Addendum/Addenda, if applicable
_____	Form HUD 5369-C
_____	Non-Collusive Affidavit
_____	Insurance Certificate
_____	W-9

I understand that failure to submit all these items may cause my submittal to be considered non-responsive.

Name _____

Title _____

Company _____

EXHIBIT 2 - HUD FORMS- TAB 9

- a) Instructions to Offerors Non-Construction (HUD-5369-B)
- b) Certifications and Representations of Offerors – Non Construction (HUD 5369-C)
- c) General Conditions for Non-Construction Contracts (HUD-5370-C)

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 counter offer 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:]

Please note that additional conditions, specifications and instructions pertaining to this RFP are contained within the RFP document issued.

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/offerors 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:

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 (exp.

3/31/2020)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

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 \$105,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$150,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$150,000

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.

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.

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 III, 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

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
 - (ii) 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.

(ii) 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.

(ii) 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 agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. 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.

18. 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.

19. 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.

20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

21. 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 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

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

EXHIBIT 3 - SUBMISSION FORMS- TAB 9

- a) Non-Collusive Affidavit
- b) Sample Certificate of Insurance
- c) W-9

**FORM OF NON-COLLUSIVE AFFIDAVIT
(PRIME BIDDER)**

State of _____

County _____, being first duly sworn, deposes and says:

That he/she is _____, the party making the foregoing proposal or bid, and attests to the following:

- (1) That affiant employed no person, confirmation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction of the public building or project in securing the public contract were in the regular course of their duties for Affiant; and
- (2) That no part of the contract price received by Affiant was paid to any person, corporation, firm, association or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction of the public building or project were in the regular course of their duties for Affiant.
- (3) That such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Bidder or person, to put in a sham bid or try to refrain from bidding, and has not in any manner directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of Affiant or of any other Bidder, or to fix any overhead, profit, or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature*

*Bidder if the Bidder is an individual; all partners if Bidder is a partnership; officer if the Bidder is a corporation.

SUBSCRIBED AND SWORN TO before me, this the _____ day of _____, 20_____.

NOTARY PUBLIC

My Commission Expires: _____, 20_____

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Date the Certificate is issued

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

1 This block identifies the Agent or Broker and their address.

2 This block may include contact information for the broker / agency. It's often helpful to contact the broker directly for clarification, revision requests or renewal certificates. Some agencies will only communicate with their insureds and do not allow or respond to 3rd requests.

INSURER(S) AFFORDING COVERAGE

3 The insurance company will be identified here. The insurer letter appears again in the left-hand margin near the center of the page (***3**) to show which insurer provides which type of coverage.

INSURED
4 The Insured is Vendor, Contractor or lessee (the policy holder).

- INSURER A:
- INSURER B:
- INSURER C:
- INSURER D:
- INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
*3	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXPENSE (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/>				
*3	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY- EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	GARAGE LIABILITY ANY AUTO				EACH OCCURRENCE \$ AGGREGATE \$
*3	EXCESS LIABILITY OCCUR <input type="checkbox"/> CLAIMS M <input type="checkbox"/>				
	DEDUCTIBLE RETENTION \$				
*3	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY				WC STATUTORY LIMITS OTH-ER
	OTHER				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

5 These sections show only the coverages provided through the agent or broker identified in "1" above. If the insured uses more than one broker, a separate certificate is needed to show those coverages.

6 These two column shows inception and expiration dates for policies identified. Pay special attention that coverage does not expire before or during your project or lease.

The coverages & limits required in the solicitation, or those which are applicable to the projects scope of work MUST be included on the certificate.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL/PROVISIONS

7 HA Prince George's County is endorsed as additional insured on the general and auto liability policies on a primary and non-contributory basis.

CERTIFICATE HOLDER

8 [Firm Name]
[Address]
ATTN: PM contact or Procurement Team

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE

9 Must be signed by an authorized representative of the brokerage agency.

EXHIBIT 4 - UFAS ACCESSIBILTY CHECKLIST

Facility Name _____
 Address _____
 Unit/Apartment Number _____
 Telephone Number _____
 TDD/TTY Number _____

Name of Reviewer(s) _____
 Date(s) of Review _____
 Date Building was Built _____
 Date(s) of Renovations, if any _____
 (Any structure built after July 11, 1988 is considered New Construction)

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

NOTE:

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

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

Photographs:

1. If element is compliant, then photograph area.
2. If element is not compliant, then photograph the area and zoom in to photograph the measurements

Exterior and Interior Common Use Elements:

	Page		Page
Accessible Parking	2	Clothes Lines, Picnic Areas, Play Equipment, Other	29 – 30
Accessible Route	3 – 5	Misc: Community Kitchen; Telephones; Assistive Listening System	31 – 32
Ramps	6		
Signage	7	<u>Dwelling Unit:</u>	
Doors	8 – 9	Entrance	33 – 34
Public Offices, Mtg. Rms/Rec/Community Rm., Etc.	10 – 15	Accessible Route	34
Public Restrooms	16 – 20	Bedrooms	35 – 36
Elevators/Platform Lift	21 – 22	Outdoor Spaces	36 – 37
Drinking Fountains/Water Coolers	23	Bathroom	38 – 43
Mailboxes	24	Kitchen	44 – 45
Laundry Facilities	25 – 26	Washer/Dryer, Utility Room	45
Dumpsters and Trash Chutes	27 – 28	Other Controls	46

* Place asterisk in column for findings of non-compliance.
 ** Insert Photograph numbers for all elements and areas of non-compliance.

Facility Name _____
 Address _____
 Unit/Apartment Number _____
 Telephone Number _____
 TDD/TTY Number _____

Name of Reviewer(s) _____
 Date(s) of Review _____
 Date Building was Built _____
 Date(s) of Renovations, if any _____
 (Any structure built after July 11, 1988 is considered New Construction)

Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	ACCESSIBLE PARKING:			
	NOTE: Photograph building sign before starting the survey.			
	Accessible Parking Location:			
4.6.1; 4.1.1(5)(d)	1. Where parking is provided for all residents , is there one accessible space for each accessible dwelling unit? 2. For all Other Parking : a. Count and record the total number of spaces. b. Record the number of designated accessible parking spaces.	_____ _____ _____ _____		
4.6.2;	Is designated accessible parking spaces the closest parking to the nearest accessible entrance, on an accessible route?			
4.6.3; Fig. 9;	(Measure from centerline of marking to centerline of marking) 1. Is parking space at least 96" wide ? 2. Is access aisle the full length of the parking space and at least 60" wide ? 3. If there is no access aisle , is the parking space at least 156" wide ?	_____ _____ _____ _____		
4.6.3;	Is the slope and cross-slope of parking space & access aisle no more than 2% in all directions?			
4.6.4; 4.30.5; 4.1.1(7);	Does each designated accessible parking space have a sign with the International Symbol of Accessibility mounted at least 60" above the space to the bottom of the signage?	_____ _____		
4.6.3; 4.5.1; 4.3.6;	Surface is firm, stable and slip-resistant?			
4.3.3	Can legally parked vehicles block access to the curb ramp?			

* Place asterisk in column for findings of non-compliance.
 ** Insert Photograph numbers for all elements and areas of non-compliance.

Facility Name _____
 Address _____
 Unit/Apartment Number _____
 Telephone Number _____
 TDD/TTY Number _____

Name of Reviewer(s) _____
 Date(s) of Review _____
 Date Building was Built _____
 Date(s) of Renovations, if any _____
 (Any structure built after July 11, 1988 is considered New Construction)

Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	ACCESSIBLE ROUTE:			
4.3.2(1)	Accessible Route Location: From public street? From parking? From bus stop on site? From another common use facility on site such as a community center, clothes line poles, dumpsters, mail boxes, laundries, playground, or park?	_____ _____ _____ _____		
4.5.2	Is a curb ramp needed but not provided?			
4.7.2; 4.8.2; 4.8.6; 4.7.3; 4.7.4; 4.5.1; 4.7.5; Figs. 12 & 13	Curb Ramps: 1. Slope does not exceed 8.33%? 2. Cross slope no more than 2%? 3. Gutter slope no more than 5% in the opposite direction? 4. Is the transition between gutter and curb ramp smooth ? 5. At least 36" wide , excluding flared sides? 6. Surface is firm, stable and slip-resistant? 7. If the sides of curb ramp are not blocked, are there flared sides with slopes no more than 10%?	_____ _____ _____ _____ _____ _____ _____		
4.3.3	Can legally parked vehicles block access to the curb ramp?			
4.3.3; 4.4.1; Fig. 7; Fig. 8(e);	1. Minimum clear width at least 36" (width may be reduced to 32" for a length of no more than 24")? 2. Can legally parked cars overhang the path such that the accessible route is less the 36" wide?	_____ _____		
4.5.1; 4.3.8; 4.5.2;	Surface: 1. Firm, stable and slip-resistant? 2. Changes in level between ¼" – ½" shall be beveled ? 3. Changes in level greater than ½" shall be ramped?	_____ _____		
4.3.7;	Slope of accessible ramp is 5% or less (if slope is greater than 5% and it has ramp features, survey it as a ramp)?			

* Place asterisk in column for findings of non-compliance.
 ** Insert Photograph numbers for all elements and areas of non-compliance.

Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	ACCESSIBLE ROUTE:			
4.3.7;	Cross-slope is no more than 2%?			
4.5.4; Fig. 8(g) & (h)	Openings in Grates are no more than 1/2" in the direction of travel?	_____ _____		
4.5.2	Must stairs be used as part of the accessible route? (" Yes " is a <i>barrier</i> .)			
4.4.1; 4.4.2; Fig. 8(a); Fig. 8(b);	Protruding Objects: (<i>can be fire extinguishers, underside of stairs, signs, shelves, cabinets, tree branches, etc.</i>) 1. Does a telephone, sign, shelf, or other object project more than 4" into the circulation path and have the leading edge begin more than 27" and less than 80" above the floor? (" Yes " is a violation.) 2. Do pipes, signs, or other objects hang from above to less than 80" above the circulation path? 3. If post mounted , is the leading edge more than 27" above the floor and projects more than 12" into the circulation path?	_____ _____ _____ _____ _____ _____		
4.1.2(12); 4.27	Controls: (<i>Can be found on rent drop boxes, light switches, dumpsters, trash chutes, fire alarms, intercoms, fixed vending machines, etc.</i>) 1. Does each have a clear floor space of 30" x 48"? a. _____ b. _____ c. _____ 2. Is the Highest and Lowest Operable Part within reach? (identify the approach): a. Forward approach (Fig. 5(a)): 15" to 48". b. Side approach (Fig. 6(b)): 9" to 54". c. Forward approach over an obstruction less than 20" deep (Fig. 5(b)): no higher than 48" . d. Forward approach over an obstruction 20" to 25" deep (Fig. 5(b)): no higher than 44" . e. Side reach over an obstruction no more than 10" deep (Fig. 6(b)): no higher than 54" . f. Side reach over an obstruction 10" to 24" deep (Fig. 6(c)): no higher than 46" . 3. Is it operable with one hand without tight grasping, pinching, or twisting of the wrist?	_____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____		

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	RAMPS:			
	Ramp Location:			
4.8.3;	Ramp is at least 36" wide between handrails?			
4.8.2;	Slope is no more than 8.33% ?			
4.8.6;	Cross-slope (slope of ramp that is perpendicular to the direction of travel) is no more than 2% ?			
4.8.6; 4.5.1;	Ramp surface is firm, stable and slip-resistant?			
4.8.4;	Landings: Ramps must have landings at the top and bottom, at turns, and must have intermediate landings whenever the rise is more than 30". (A 30-foot ramp sloping at 8.33% has a 30-inch rise.) 1. Slopes no more than 2% ? 2. At least as wide as ramp and at least 60" long ? 3. If ramps change direction at landings, is the landing at least 60" x 60" ?	_____ _____ _____ _____		
4.8.5; 4.8.7; Fig. 17	1. If ramp is longer than 72" , then are handrails provided on both sides? 2. If ramp or landings have drop-offs , are there curbs, walls, railings or projecting surfaces that prevent people from slipping off? 3. If a curb is provided, is it at least 2" high ?	_____ _____ _____		
4.8.8;	Can water accumulate on walking surface?			
4.26.2; 4.8.5(2), (3), (5), & (6);	Handrails: 1. Diameter of gripping surface between 1 1/4" to 1 1/2" ? 2. Clear space between the handrail and the wall shall be 1 1/2" exactly ? 3. If handrails are not continuous , do they extend at least 12" beyond the top and bottom of each segment? 4. Ends of handrails are either rounded or returned smoothly to the floor, wall or post? 5. Top of handrail gripping surface shall be mounted between 30" and 34" above the ramp surfaces?	_____ _____ _____ _____ _____ _____		

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	ENTRANCE TO FACILITY:			
	Location:			
4.1.1(7); 4.30.5	Entrance Signage: If not all common use entrances are accessible: 1. If this is the accessible entrance , is it identified by an International Symbol of Accessibility?			
	INTERIOR SIGNS:			
4.1.2(15); 4.30.4; 4.30.3; 4.30.6;	Survey Signage designating permanent rooms and spaces (including exit signs at doors, elevators, restrooms, room numbers, and interior apartment numbers): 1. Does the text contrast with the background? 2. Is the text raised or incised? 3. Are the characters at least 5/8" but no more than 2" tall ? 4. Is the sign mounted to the latch side of the door ? 5. Is the centerline of the sign mounted between 54" and 66" above the floor?	_____ _____ _____ _____ _____ _____		

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DOORS AND GATES:			
4.13.6; Fig. 25(d); Fig. 25(e); Fig. 25(f);	Sliding Doors (Choose one for each side) 1. Approaching the door head-on (Fig. 25(d)): Is the depth at least 48" ? 2. Approaching the slide side of the door (Fig. 25(e)): Is there at least 18" to the slide side ? Is the depth at least 42" ? 3. Approaching the latch side of the door (Fig. 25(f)): Is there at least 24" to the latch side ? Is the depth at least 42" ?	_____ _____ _____ _____		
4.13.7; Fig. 26	Two Doors in a Series (Vestibule): Between the doors, is there at least 48" beyond the swing of the doors?			
4.13.5; Fig. 24; 4.13.4;	Clear Door Width is at least 32" ? (<i>Measured from the door face to the opposite stop when the door is open 90°.</i>) (<i>At double doors, measure using only one door.</i>)			
4.13.10;	Does the door take more than 3 seconds to close ? (<i>From an open position of 70° to a point 3" from the latch</i>)			
4.13.9; 4.13.11;	Door Hardware: 1. Does not require tight grasping or twisting to operate? (Lever or push/pulls are acceptable types.) 2. Mounted no higher than 48" above the floor? (Including common use dead bolts.) 3. For interior doors only, opening force is no more than 5 pounds ?	_____ _____ _____ _____		
4.13.8;	Thresholds: 1. For exterior sliding doors, the threshold is no higher than 3/4" ? 2. For all other doors, the threshold is no higher than 3/4" (1/2" in New Construction)? 3. Is the threshold beveled ?	_____ _____ _____		

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	PUBLIC OFFICES/MTG ROOMS/REC. ROOMS/LOBBIES, ETC.:			
	Location of Public Offices, Etc.:			
4.3.3; 4.4.1; Fig. 7; Fig. 8(e)	Is the minimum clear width of the accessible route to this space at least 36" wide, with no steps (width may be reduced to 32" for a length of no more than 24")?			
4.4.1; 4.4.2; Fig. 8(a); Fig. 8(b);	Protruding Objects: 1. Does a telephone, sign, shelf, or other object project more than 4" into the circulation path and have the leading edge begin more than 27" and less than 80" above the floor? ("Yes" is a violation.) 2. Do pipes, signs, or other objects hang from above to less than 80" above the circulation path? 3. If post mounted , is the leading edge more than 27" above the floor and projects more than 12" into the circulation path?	_____ _____ _____ _____ _____		
	Door:			
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	Swinging Doors - Pull side (Choose only one) 1. Approaching the door head-on (Fig. 25(a)): Is there at least 18" to the latch side ? Is the depth at least 60" ? 2. Approaching the hinge side of the door (Fig. 25(b)): Is there at least 36" to the latch side (42" if the depth is less than 60")? Is the depth at least 54" ? 3. Approaching the latch side of the door (Fig. 25(c)): Is there at least 24" to the latch side ? Is the depth at least 48" (54" if the door has a closer)?	_____ _____ _____ _____ _____ _____ _____		

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	PUBLIC OFFICES/MTG ROOMS/REC. ROOMS/LOBBIES, ETC.:			
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	Swinging Doors - Push side (Choose only one) 1. Approaching the door head-on (Fig. 25(a)): Is there at least 12" to the latch side when there is both a closer and latch side? If no closer and latch, there is no requirement. Is the depth at least 48" ? 2. Approaching the hinge side of the door (Fig. 25(b)): Is there at least 18" to the hinge side ? Is the depth at least 42" (48" if the door has both a closer and latch)? 3. Approaching the latch side of the door (Fig. 25(c)): Is there at least 24" to the latch side ? Is the depth at least 42" (48" if the door has a closer)?	<hr/>		
4.13.5; Fig. 24; 4.13.4;	Clear Door Width is at least 32" ? (<i>Measured from the door face to the opposite stop when the door is open 90°.</i>) (<i>At double doors, measure using only one door.</i>)			
4.13.9; 4.13.11;	Door Hardware: 1. Does not require tight grasping or twisting to operate? (Lever or push/pulls are acceptable types.) 2. Mounted no higher than 48" above the floor? (Including common use dead bolts.) 3. For interior doors only, opening force is no more than 5 pounds ?	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>		
4.13.8;	Thresholds: 1. The threshold is no higher than 3/4" (1/2" in New Construction)? 2. Is the threshold beveled ?	<hr/> <hr/>		
7.2; 4.32.4;	Business/Transactional Counter: If the counter is more than 36" above the floor: 1. Is there an auxiliary counter (in close proximity to the main counter), or a portion of the main counter, that is no higher than 34" ?	<hr/> <hr/> <hr/>		

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	OFFICE/MEETING ROOM/REC ROOM #2			
	Location of Public Offices, Etc.:			
4.3.3; 4.4.1; Fig. 7; Fig. 8(e);	Is the minimum clear width of the accessible route to this space at least 36" wide, with no steps (width may be reduced to 32" for a length of no more than 24")?			
4.4.1; 4.4.2; Fig. 8(a); Fig. 8(b);	Protruding Objects: 1. Does a telephone, sign, shelf, or other object project more than 4" into the circulation path and have the leading edge begin more than 27" and less than 80" above the floor? ("Yes" is a violation). 2. Do pipes, signs, or other objects hang from above to less than 80" above the circulation path?	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>		
	Door:			
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	Swinging Doors - Pull side (Choose only one) 1. Approaching the door head-on (Fig. 25(a)): Is there at least 18" to the latch side ? Is the depth at least 60" ? 2. Approaching the hinge side of the door (Fig. 25(b)): Is there at least 36" to the latch side (42" if the depth is less than 60")? Is the depth at least 54" ? 3. Approaching the latch side of the door (Fig. 25(c)): Is there at least 24" to the latch side ? Is the depth at least 48" (54" if the door has a closer)?	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>		
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	Swinging Doors - Push side (Choose only one) 1. Approaching the door head-on (Fig. 25(a)): Is there at least 12" to the latch side when there is both a closer and latch side? If no closer and latch, there is no requirement. Is the depth at least 48" ? 2. Approaching the hinge side of the door (Fig. 25(b)): Is there at least 18" to the hinge side ? Is the depth at least 42" (48" if the door has both a closer and latch)? 3. Approaching the latch side of the door (Fig. 25(c)): Is there at least 24" to the latch side ? Is the depth at least 42" (48" if the door has a closer)?	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>		

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
4.13.5; Fig. 24; 4.13.4;	Clear Door Width is at least 32”? <i>(Measured from the door face to the opposite stop when the door is open 90°.)</i> <i>(At double doors, measure using only one door.)</i>			
4.13.9; 4.13.11;	Door Hardware: 1. Does not require tight grasping or twisting to operate? (Lever or push/pulls are acceptable types.) 2. Mounted no higher than 48” above the floor? (Including common use dead bolts.) 3. For interior doors only, opening force is no more than 5 pounds?	_____ _____ _____ _____		
4.13.8;	Thresholds: 1. The threshold is no higher than ¾” (1/2” in New Construction)? 2. Is the threshold beveled?	_____ _____		
7.2; 4.32.4;	Business/Transactional Counter: If the counter is more than 36” above the floor: 1. Is there an auxiliary counter (in close proximity to the main counter), or a portion of the main counter, that is no higher than 34”?	_____ _____ _____		

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	OFFICE/MEETING ROOM/REC ROOM #3			
	Location of Public Offices, Etc.:			
4.3.3; 4.4.1; Fig. 7; Fig. 8(e)	Is the minimum clear width of the accessible route to this space at least 36" wide, with no steps (width may be reduced to 32" for a length of no more than 24")?			
4.4.1; 4.4.2; Fig. 8(a); Fig. 8(b);	Protruding Objects: 1. Does a telephone, sign, shelf, or other object project more than 4" into the circulation path and have the leading edge begin more than 27" and less than 80" above the floor? ("Yes" is a violation.) 2. Do pipes, signs, or other objects hang from above to less than 80" above the circulation path?	<hr/> <hr/> <hr/> <hr/> <hr/>		
	Door:			
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	Swinging Doors - Pull side (Choose only one) 1. Approaching the door head-on (fig. 25(a): Is there at least 18" to the latch side ? Is the depth at least 60" ? 2. Approaching the hinge side of the door (fig. 25(b): Is there at least 36" to the latch side (42" if the depth is less than 60")? Is the depth at least 54" ? 3. Approaching the latch side of the door (fig. 25(c): Is there at least 24" to the latch side ? Is the depth at least 48" (54" if the door has a closer)?	<hr/>		
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	Swinging Doors - Push side (Choose only one) 1. Approaching the door head-on (fig. 25(a): Is there at least 12" to the latch side when there is both a closer and latch side? If no closer and latch, there is no requirement. Is the depth at least 48" ? 2. Approaching the hinge side of the door (fig. 25(b): Is there at least 18" to the hinge side ? Is the depth at least 42" (48" if the door has both a closer and latch)? 3. Approaching the latch side of the door (fig. 25(c): Is there at least 24" to the latch side ? Is the depth at least 42" (48" if the door has a closer)?	<hr/>		

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
4.13.5; Fig. 24; 4.13.4;	Clear Door Width is at least 32”? <i>(Measured from the door face to the opposite stop when the door is open 90°.)</i> <i>(At double doors, measure using only one door.)</i>			
4.13.9; 4.13.11;	Door Hardware: 1. Does not require tight grasping or twisting to operate? (Lever or push/pulls are acceptable types.) 2. Mounted no higher than 48” above the floor? (Including common use dead bolts.) 3. For interior doors only, opening force is no more than 5 pounds?	_____ _____ _____ _____		
4.13.8;	Thresholds: 1. The threshold is no higher than 3/4” (1/2” in New Construction)? 2. Is the threshold beveled?	_____ _____		
7.2; 4.32.4;	Business/Transactional Counter: If the counter is more than 36” above the floor: 1. Is there an auxiliary counter (in close proximity to the main counter), or a portion of the main counter, that is no higher than 34”?	_____ _____ _____		

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments		N/C Finding *	Picture No. **
		WOMEN	MEN		
	PUBLIC RESTROOMS:				
	Public Restroom Location:				
4.22.1; 4.1.2(10); 4.1.6(4)(e)	If public restrooms are provided, is at least one (1) accessible and on an accessible route (All restrooms if New Construction)?				
4.1.1(7); 4.30.5	Sign: Is it identified by an International Symbol of Accessibility?				
4.1.2(15); 4.30.4; 4.30.3; 4.30.6;	Survey Signage designating permanent rooms and spaces (including exit signs at doors, elevators, restrooms and room numbers): 1. Does the text contrast with the background? 2. Is the text raised or incised? 3. Are characters at least 5/8" but no more than 2" tall ? 4. Is the sign mounted to the latch side of the door ? 5. Is the sign mounted between 54" and 66" above the floor?	_____ _____ _____ _____ _____			
	Doors:				
4.13.6	Maneuvering Space: (Automatic or power-assisted doors do not require any minimum maneuvering clearance.)				
4.13.6	The maneuvering space slopes no more than 2% in either direction?				
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	Swinging Doors - Pull side (Choose only one) 1. Approaching the door head-on (fig. 25(a)): Is there at least 18" to the latch side ? Is the depth at least 60" ? 2. Approaching the hinge side of the door (fig. 25(b)): Is there at least 36" to the latch side (42" if the depth is less than 60")? Is the depth at least 54" ? 3. Approaching the latch side of the door (fig. 25(c)): Is there at least 24" to the latch side ? Is the depth at least 48" (54" if the door has a closer)?	_____ _____ _____ _____ _____ _____ _____ _____			

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments		N/C Finding *	Picture No. **
		WOMEN	MEN		
	PUBLIC RESTROOMS:				
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	Swinging Doors - Push side (Choose only one) 1. Approaching the door head-on (fig. 25(a)): Is there at least 12" to the latch side when there is both a closer and latch side? If no closer and latch, there is no requirement. Is the depth at least 48" ? 2. Approaching the hinge side of the door (fig. 25(b)): Is there at least 18" to the hinge side ? Is the depth at least 42" (48" if the door has both a closer and latch)? 3. Approaching the latch side of the door (fig. 25(c)): Is there at least 24" to the latch side ? Is the depth at least 42" (48" if the door has a closer)?	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>			
4.13.7; Fig. 26	Two Doors in a Series (Vestibule): Between the doors, is there at least 48" beyond the swing of the doors?				
4.13.5; Fig. 24; 4.13.4;	Clear Door Width is at least 32" ? (<i>Measured from the door face to the opposite stop when the door is open 90°.</i>) (<i>At double doors, measure using only one door.</i>)				
4.13.10;	Does the door take more than 3 seconds to close ? (<i>From an open position of 70° to a point 3" from the latch</i>)	<hr/>			
4.13.9; 4.13.11;	Door Hardware: 1. Does not require tight grasping or twisting to operate? (Lever or push/pulls are acceptable types.) 2. Mounted no higher than 48" above the floor? (Including common use dead bolts.) 3. For interior doors only, opening force is no more than 5 pounds ?	<hr/> <hr/> <hr/> <hr/>			
4.13.8;	Thresholds: 1. The threshold is no higher than 3/4" (1/2" in New Construction)? 2. Is the threshold beveled ?	<hr/> <hr/>			
4.18.2; 4.18.3; 4.18.4;	Urinals: 1. Elongated rim no more than 17" above the floor? 2. Clear floor space is at least 30" x 48" ? 3. Flush control is automatic or no more than 44" above the floor?	<hr/> <hr/> <hr/>			

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PUBLIC RESTROOMS:		WOMEN	MEN		
4.22.6; 4.19.2; 4.19.3; 4.19.4; Fig. 31; Fig. 32;	Lavatory (a.k.a. Sink): 1. Top of the rim is no more than 34" above the floor? 2. Bottom of apron is at least 29" above the floor? 3. At a point 8" back from the front edge of the lavatory, is the clear knee space at least 27" high (excluding the dip of the overflow)? 4. Is the clear floor space at least 30" wide x 48" deep (must extend 17" to 19" under the lavatory)? 5. Are the drain and hot water supply pipes insulated ?	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>		
4.19.5; 4.27.4;	Faucet Controls automatic or easily operated with one hand and don't require tight gripping, pinching or twisting of the wrist?				
4.22.6; 4.19.6;	Is the Mirror mounted with bottom edge of the reflecting surface no more than 40" above the floor?				
4.22.7; 4.27; 4.2.5; 4.2.6;	Dispensers/Other Elements: 1. Does each have a clear floor space of 30" x 48"? a. Soap Dispenser b. Paper Towels c. Trash Receptacle d. Coat Hooks e. Feminine Hygiene d. Others 2. Is the Highest Operable Part within reach? (48" for forward approach or 54" for a side approach) a. Soap Dispenser b. Paper Towels c. Trash Receptacle d. Coat Hooks e. Feminine Hygiene f. Others. 3. Is it operable with one hand without tight grasping, pinching, or twisting of the wrist?	<hr/>	<hr/>		

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	ELEVATOR/PLATFORM LIFT:			
	Elevator/Platform Lift Location: <i>(Survey all elevator cars)</i>			
4.10.1; 4.3.3; 4.4.1; Fig. 7; Fig. 8(e)	Is the minimum clear width of the accessible route to the elevators at least 36" wide, with no steps (width may be reduced to 32" for a length of no more than 24")?			
4.10.3; Fig. 20;	Hall Call Buttons (outside elevators): 1. Centered at 42" above the floor? 2. Have visual signals to indicate when each call is registered and when each call is answered? 3. Not less than 3/4" in diameter? 4. Buttons are raised or flush?	_____ _____ _____ _____		
4.10.4; Fig. 20;	Hall Lanterns (outside elevators): 1. Above each elevator door is there a visible and audible signal that indicates which car is answering a call? (Can be in-car lanterns if they are visible from the vicinity of the hall call buttons when the doors open.) 2. Do audible signals sound once for the "up" and twice for the "down" or have verbal annunciators? 3. Visible signals: a. Centerline is at least 72" above the lobby floor? b. Elements at least 2 1/2" tall?	_____ _____ _____ _____ _____ _____ _____ _____		
4.10.5; 4.30; Fig. 20;	Raised Characters on Hoistway Entrances: 1. Provided on both jambs? 2. Centerline mounted 60" exactly above the floor? 3. The characters at least 2" high?	_____ _____		
4.10.6;	Door Protective & Reopening Device: 1. Door reopens when obstructed without requiring contact? 2. While obstructed and without contact, door stays open at least 20 seconds?	_____ _____		

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	ELEVATOR/PLATFORM LIFT:			
4.10.2	Does the car self-level to within 1/2" ?			
4.10.9; Fig. 22	Floor Plan of Elevator Cars (Choose only one): 1. If door is centered , is the car at least 51" deep and 80" wide (<i>measured from panel to panel</i>)? 2. If door is to one side , is the car at least 51" deep and 68" wide (<i>measured from panel to panel</i>)? 3. If elevator cars are existing (installed before July 11, 1988) and do not comply with either of the questions above, is car at least 48" by 48" ?	<hr/> <hr/> <hr/> <hr/>		
4.10.12; 4.30; Fig. 23(a)&(b)	Car Controls (Inside Elevator): 1. All floor buttons are no higher than 48" ? 2. Smallest dimension is at least 3/4" ? 3. Buttons are raised or flush ? 4. All buttons have a raised character/symbols mounted to the left of the button ? 5. Raised star to the left of the main floor button? 6. Do floor buttons alight when pushed and stay lit until the call is answered?	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>		
4.10.12(3); Figs. 23(a) & (b)	Emergency Controls (Inside Elevator): Controls, including the emergency alarm and emergency stop, are grouped at the bottom of the panel with centerlines no less than 35" above the floor (Figs. 23(a) and (b))?	<hr/> <hr/> <hr/>		
4.10.13;	Car Position Indicators (Inside Elevator): Is it visual and mounted above the car control panel or over the door?	<hr/>		
4.10.14; 4.30; 4.27;	Elevators – Emergency Communications: If a two-way communication system is provided: 1. Mounted between 15" and 48" above the floor? 2. Characters and symbols are raised or incised and at least 5/8" tall? 3. If there is a handset, is the cord at least 29" long? 4. Controls operable with one hand without tight grasping or twisting? 5. Does not require voice communication?	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>		
4.11; 4.11.2; 4.2.4; 4.11.3;	PLATFORM LIFTS: 1. Is platform at least 48" deep and 36" wide? 2. Can one enter and exit without assistance ? (Is it on an accessible route, have compliant maneuvering space at the doors, and have compliant door hardware?)	<hr/> <hr/> <hr/>		

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
DRINKING FOUNTAINS/WATER COOLERS:				
Drinking Fountain Location:				
4.15.5(2); 4.15.5(5); Fig. 27;	1. If free-standing or built-in, is there a 30" x 48" clear floor space for a parallel approach? 2. If wall- and post-mounted: a. Knee clearance at least 27" high? b. 30" by 48" clear floor space for a forward approach? c. Clear floor space extends 17" to 19" under the drinking fountain?	_____ _____ _____ _____ _____		
4.15.2; 4.15.3;	Spout: 1. Is no more than 36" above the floor? 2. Near front? 3. Water flow height is at least 4"?	_____ _____		
4.15.4; 4.27.4;	Controls: 1. Mounted on the front or on the side near the front? 2. Operable with one hand and does not require tight grasping, pinching, or twisting of the wrist?	_____ _____		
4.4.1; Fig. 8(a); Fig. 8(b);	Protruding Object: Is leading edge of the drinking fountain more than 27" above the floor and projects more than 4" into the circulation path? ("Yes" is a violation.)	_____		

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	MAILBOXES:			
	Mailbox Location:			
	NOTE: Residents with disabilities can request the U.S. Postal Service to accommodate their disability by assigning them a mailbox on the bottom row.			
4.3.3; 4.4.1; Fig. 7; Fig. 8(e);	Is the minimum clear width of the accessible route to the mailboxes at least 36" wide, with no steps (width may be reduced to 32" for a length of no more than 24")?			
4.2; 4.1; 4.2.5; 4.2.6; 4.2.4	<ol style="list-style-type: none"> 1. Clear floor space at least 30" wide x 48" deep? <i>(Survey the boxes for the accessible unit. For more reach range options, see "Controls" on page 4.)</i> 2. Front approach (fig. 5(a)): mounted no higher than 48" above the floor? 3. Side approach (fig. 6(b)): mounted no higher than 54" above the floor? 	_____ _____ _____		
4.27.4;	Is it operable with one hand without tight grasping, pinching, or twisting of the wrist?			

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	LAUNDRY FACILITIES:			
	3. Approaching the latch side of the door (fig. 25(c)): Is there at least 24" to the latch side ? Is the depth at least 42" (48" if the door has a closer)?			
4.13.5; Fig. 24; 4.13.4;	Clear Door Width is at least 32" ? (<i>Measured from the door face to the opposite stop when the door is open 90°.</i>) (<i>At double doors, measure using only one door.</i>)	_____		
4.13.10;	Does the door take more than 3 seconds to close ? (<i>From an open position of 70° to a point 3" from the latch</i>)	_____		
4.13.9; 4.13.11;	Door Hardware: 1. Does not require tight grasping or twisting to operate? (Lever or push/pulls are acceptable types.) 2. Mounted no higher than 48" above the floor? (Including common use dead bolts.) 3. For interior doors only, opening force is no more than 5 pounds ?	_____ _____ _____		
4.13.8;	Thresholds: 1. The threshold is no higher than 3/4" (1/2" in New Construction)? 2. Is the threshold beveled ?	_____ _____		
4.34.7.2;	Minimum of 1 front-loading washer and dryer?			
4.2.5; 4.2.6	1. Clear floor space at least 30" wide x 48" deep? (<i>For more reach range options, see "Controls" on page 4.</i>) 2. Front approach (fig. 5(a)): mounted no higher than 48" above the floor? 3. Side approach (fig. 6(b)): mounted no higher than 54" above the floor?	_____ _____ _____		
4.27.4; 4.34.7.3;	Are machine controls operable with one hand without tight grasping, pinching, or twisting of the wrist?			
4.1.2(17); 4.32.3; 4.32.4	Fixed or built-in tables and work surfaces: 1. Top is between 28" and 34" above the floor? 2. Clear floor space is 30" by 48" that extends 19" under the table or work surface? 3. Knee space is at least 27" high?	_____ _____ _____		

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DUMPSTERS AND TRASH CHUTES:			
	3. Approaching the latch side of the door (fig. 25(c)): Is there at least 24" to the latch side ? Is depth at least 42" (48" if door has a closer)?			
4.13.5; Fig. 24; 4.13.4;	Clear Door Width is at least 32" ? (<i>Measured from the door face to the opposite stop when the door is open 90°.</i>) (<i>At double doors, measure using only one door.</i>)			
4.13.10;	Does the door take more than 3 seconds to close ? (<i>From an open position of 70° to a point 3" from the latch</i>)			
4.13.9; 4.13.11;	Door Hardware: 1. Does not require tight grasping or twisting to operate? (Lever or push/pulls are acceptable types.) 2. Mounted no higher than 48" above the floor? (Including common use dead bolts.) 3. For interior doors only, opening force is no more than 5 pounds ?	_____ _____ _____ _____		
4.13.8;	Thresholds: 1. The threshold is no higher than 3/4" (1/2" in New Construction) ? 2. Is the threshold beveled ?	_____ _____		
4.2.5; 4.2.6;	Controls: 1. Clear floor space at least 30" wide x 48" deep? (<i>For more reach range options, see "Controls" on page 4.</i>) 2. Front approach (fig. 5(a)): mounted no higher than 48" above the floor? 3. Side approach (fig. 6(b)): mounted no higher than 54" above the floor?	_____ _____ _____		
4.27.4;	Are machine controls operable with one hand without tight grasping, pinching, or twisting of the wrist?			

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	CLOTHES LINES, PICNIC AREA, PLAY EQUIPMENT, OTHER:			
	Location:			
4.3.3; 4.4.1; Fig. 7; Fig. 8(e);	Is the minimum clear width of the accessible route to this space at least 36" wide, with no step (width may be reduced to 32" for a length of no more than 24")?			
4.13.6	Maneuvering Space at door or gate: (Automatic or power-assisted doors do not require maneuvering space.)			
4.13.6	The maneuvering space slopes no more than 2% in either direction?			
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	Swinging Doors - Pull side (Choose only one) 1. Approaching the door head-on (fig. 25(a)): Is there at least 18" to the latch side ? Is the depth at least 60" ? 2. Approaching the hinge side of the door (fig. 25(b)): Is there at least 36" to the latch side (42" if the depth is less than 60")? Is the depth at least 54" ? 3. Approaching the latch side of the door (fig. 25(c)): Is there at least 24" to the latch side ? Is depth at least 48" (54" if door has a closer)?	_____ _____ _____ _____ _____ _____ _____		
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	Swinging Doors - Push side (Choose only one) 1. Approaching the door head-on (fig. 25(a)): Is there at least 12" to the latch side when there is both a closer and latch side? If no closer and latch, there is no requirement. Is the depth at least 48" ? 2. Approaching the hinge side of the door (fig. 25(b)): Is there at least 18" to the hinge side ? Is the depth at least 42" (48" if the door has both a closer and latch)?	_____ _____ _____ _____ _____ _____ _____		

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	CLOTHES LINES, PICNIC AREA, PLAY EQUIPMENT, OTHER:			
	3. Approaching the latch side of the door (fig. 25(c)): Is there at least 24" to the latch side ? Is depth at least 42" (48" if door has a closer)?			
4.13.5; Fig. 24; 4.13.4;	Clear Door Width is at least 32" ? (<i>Measured from the door face to the opposite stop when the door is open 90°.</i>) (<i>At double doors, measure using only one door.</i>)			
4.13.10;	Does the door take more than 3 seconds to close ? (<i>From an open position of 70° to a point 3" from the latch</i>)			
4.13.9; 4.13.11;	Door Hardware: 1. Does not require tight grasping or twisting to operate? (Lever or push/pulls are acceptable types.) 2. Mounted no higher than 48" above the floor? (Including common use dead bolts.) 3. For interior doors only, opening force is no more than 5 pounds ?	_____ _____ _____ _____		
4.13.8;	Thresholds: 1. For all other doors, the threshold is no higher than ¾" (1/2" in New Construction)? 2. Is the threshold beveled ?	_____ _____		
4.2.5; 4.2.6;	Controls: 1. Clear floor space at least 30" wide x 48" deep? (<i>For more reach range options, see "Controls" on page 4.</i>) 2. Front approach (fig. 5(a)): mounted no higher than 48" above the floor? 3. Side approach (fig. 6(b)): mounted no higher than 54" above the floor?	_____ _____ _____		
4.27.4;	Are machine controls operable with one hand without tight grasping, pinching, or twisting of the wrist?			

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	MISCELLANEOUS:			
	Misc. Location:			
	Community Kitchen: <i>(If existing construction (built before July 11, 1988), survey only the portions that residents and their guests use.)</i>			
4.1.2(12); 4.2.4.1; 4.2.5; 4.2.6; 4.24.3; 4.27	Community Kitchen Sink Controls: 1. Are controls operable with one hand without tight grasping or twisting ? 2. Is the clear floor space at least 30" x 48" ? 3. If forward reach, a. Is the maximum height for the controls no more than 44" ? b. Are the controls no more than 25" from the front edge? 4. If side reach, a. Is the sink counter no higher than 34" ? b. Are the controls no more than 24" from the front edge ?	_____ _____ _____ _____ _____ _____ _____ _____ _____ _____		
4.1.2(17); 4.32.4	Is the portion of the work surface no higher than 34" ?			
4.1.2(11); 4.2.5; 4.2.6; 4.27	Community Kitchen Storage: <i>(survey one of each type.)</i> 1. Are controls operable with one hand without tight grasping or twisting ? 2. Is the clear floor space at least 30" x 48" ? 3. If forward reach, is the operating hardware and at least one shelf between 15" and 48" (44" if reaching over an obstruction that's at least 20" deep)? 4. If side reach, is the operating hardware and at least one shelf between 9" and 54" (46" if reaching over an obstruction no higher than 34" and more than 10" deep. Cannot reach over an obstruction more than 34" tall.)?	_____ _____ _____ _____ _____ _____ _____ _____ _____ _____		

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	MISCELLANEOUS:			
4.1.2(16);	Telephones: <i>(At least one accessible telephone must be provided at each bank of telephones and individual telephone location)</i>			
4.31.2;	Clear Floor Space at least 30" x 48" for a parallel approach or a forward approach.)			
4.31.3; 4.2.5; 4.2.6;	Telephone Mount Height: 1. The highest operable part of phone is no higher than 54" if a parallel approach site impracticality used or 48" if a forward approach is used? 2. On a single floor or on the site, if there are two or more groups of telephones, if there at least one telephone that provides a forward approach?	_____ _____ _____ _____		
4.1.2(16)(b) ; 4.31.5;	Is there at least one telephone with Volume Control ?			
4.31.8;	Telephone Cord at least 29" long?			
4.4.1; Fig. 8(a) & (b)	Protruding Object: 1. If wall mounted , is the leading edge of the telephone more than 27" above the floor and projects more than 4" into the circulation path? ("Yes" is a violation.) 2. If post mounted , is the leading edge of the telephone more than 27" above the floor and projects more than 12" into the circulation path?	_____ _____ _____ _____		
4.33.7;	Assistive Listening Systems (public meeting rooms); 1. Assistive Listening System provided? 2. If so, what type(s)? 3. How are these made available?	_____ _____		

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Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DWELLING UNIT/ACCESSIBLE ROUTE:			
	<i>(Includes private outdoor spaces such as balconies, patios, clothes lines, trash receptacle areas, etc.) (Use pages 2 – 32 for all common use elements.)</i>			
	Route Location:			
	ENTRANCE DOOR			
4.13.6	Maneuvering Space: (Automatic or power-assisted doors do not require any minimum maneuvering clearance.)			
4.34.2(6); 4.13.6	The maneuvering space slopes no more than 2% in either direction?			
4.34.2(6); 4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	Swinging Doors - Pull side (Choose only one) 1. Approaching the door head-on (fig. 25(a)): Is there at least 18" to the latch side ? Is the depth at least 60" ? 2. Approaching the hinge side of the door (fig. 25(b)): Is there at least 36" to the latch side (42" if the depth is less than 60")? Is the depth at least 54" ? 3. Approaching the latch side of the door (fig. 25(c)): Is there at least 24" to the latch side ? Is depth at least 48" (54" if door has a closer)?	_____ _____ _____ _____ _____ _____		
4.34.2(6); 4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	Swinging Doors - Push side (Choose only one) 1. Approaching the door head-on (fig. 25(a)): Is there at least 12" to the latch side when there is both a closer and latch side? If no closer and latch, there is no requirement. Is the depth at least 48" ? 2. Approaching the hinge side of the door (fig. 25(b)): Is there at least 18" to the hinge side ? Is the depth at least 42" (48" if the door has both a closer and latch)?	_____ _____ _____ _____ _____ _____		

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Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DWELLING UNIT/ACCESSIBLE ROUTE:			
	3. Approaching the latch side of the door (fig. 25(c)): Is there at least 24" to the latch side ? Is depth at least 42" (48" if door has a closer)?			
4.34.2(6); 4.13.5; Fig. 24;	Clear Door Width is at least 32" ? (Measured from the door face to the opposite stop when the door is open 90°.)			
4.34.2(6); 4.13.10;	Does the door take more than 3 seconds to close ? (From an open position of 70° to a point 3" from the latch)			
4.34.2(6); 4.13.9; 4.13.11;	Door Hardware: 1. Does not require tight grasping or twisting to operate? (Lever or push/pulls are acceptable types.) 2. Mounted no higher than 48" above the floor? (Including dead bolts.) 3. For interior doors only, opening force is no more than 5 pounds ?	_____ _____ _____ _____		
4.34.2(6); 4.13.8;	Thresholds: 1. The threshold is no higher than 3/4" (1/2" in New Construction) ? 2. Is the threshold beveled ?	_____ _____		
4.34.2(3)	ACCESSIBLE ROUTE (Must connect the entrance door to the living spaces, kitchen, the accessible bathroom, the accessible bedrooms, and all the dwelling unit outdoor spaces such patios, balconies, clothes lines, and trash receptacles.)			
4.34.2(3); 4.3.3; 4.4.1; Fig. 8(e);	Is the minimum clear width of the accessible route to this space at least 36" wide, with no steps (width may be reduced to 32" for a length of no more than 24")?	_____ _____ _____		
4.34.2(2); 4.5.1; 4.3.8; 4.5.2;	Surface: 1. Firm, stable and slip-resistant? 2. Changes in level between 1/4" – 1/2" shall be beveled ? 3. Changes in level greater than 1/2" are ramped?	_____ _____		
4.34.2(2); 4.5.2	Must stairs be used as part of the accessible route? ("Yes" is a barrier.)			

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Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **														
	DWELLING UNIT/ACCESSIBLE ROUTE:																	
	3. Is a clothes rod no more than 54" above the floor, or adjustable to that height? 4. If there is a shelf : a. If side reach, no more than 54" above floor? b. If forward reach, no more than 48" above the floor? 5. If closet is at least 48" deep is there a turning space (a 60" diameter circle or T-shape)? (May extend under clothes rods.)	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">Bedroom #1</td> <td style="width: 50%; text-align: center;">Bedroom #2</td> </tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> </table>	Bedroom #1	Bedroom #2	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____		
Bedroom #1	Bedroom #2																	
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4.34.2(15)	<p style="text-align: center;">OUTDOOR SPACES</p> <p><i>(Dwelling unit outdoor spaces such as patios, balconies, clothes lines, and trash receptacles must be on an accessible route.)</i></p> <p>Door:</p>	_____ _____ _____																
4.13.6	The maneuvering space slopes no more than 2% in either direction?																	
4.34.2(6); 4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	<p>Swinging Doors - Pull side (Choose only one)</p> 1. Approaching the door head-on (fig. 25(a)): Is there at least 18" to the latch side ? Is the depth at least 60" ? 2. Approaching the hinge side of the door (fig. 25(b)): Is there at least 36" to the latch side (42" if the depth is less than 60")? Is the depth at least 54" ? 3. Approaching the latch side of the door (fig. 25(c)): Is there at least 24" to the latch side ? Is the depth at least 48" ?	_____ _____ _____ _____ _____ _____ _____ _____																
4.34.2(6); 4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	<p>Swinging Doors - Push side (Choose only one)</p> 1. Approaching the door head-on (fig. 25(a)): Is there at least 12" to the latch side when there is Both a closer and latch side? If no closer and latch, there is no requirement. Is the depth at least 48" ? 2. Approaching the hinge side of the door (fig. 25(b)): Is there at least 18" to the hinge side ? Is the depth at least 42" ?	_____ _____ _____ _____ _____ _____																

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Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DWELLING UNIT/ACCESSIBLE ROUTE:			
	3. Approaching the latch side of the door (fig. 25(c)): Is there at least 24" to the latch side ? Is the depth at least 42" ?			
4.13.6; Fig. 25(d); Fig. 25(e); Fig. 25(f);	Sliding Doors (Choose one for each side) 1. Approaching the door head-on (fig. 25(d)): Is the depth at least 48" ? 2. Approaching the slide side of the door (fig. 25(e)): Is there at least 18" to the slide side ? Is the depth at least 42" ? 3. Approaching the latch side of the door (fig. 25(f)): Is there at least 24" to the latch side ? Is the depth at least 42" ?	_____ _____ _____ _____		
4.34.2(6); 4.13.5; Fig. 24;	Clear Door Width is at least 32" ?			
4.34.2(6); 4.13.8;	Thresholds: 1. For exterior sliding doors , the threshold is no higher than 3/4" ? 2. The threshold is no higher than 3/4" (1/2" in New Construction)? 3. Is the threshold beveled ?	_____ _____ _____		
4.34.2(2); 4.2.3; Fig. 3;	Is there a turning space (a 60" diameter circle or T-shape)?			
4.34.2(3); 4.3.3; 4.4.1; Fig. 8(e);	Is the minimum clear width of the accessible route to this space at least 36" wide, with no steps (width may be reduced to 32" for a length of no more than 24")?			
4.34.2(2); 4.5.1; 4.3.8; 4.5.2;	Surface: 1. Firm, stable and slip-resistant? 2. Changes in level between 1/4" – 1/2" shall be beveled ? 3. Changes in level greater than 1/2" are ramped?	_____ _____		
4.34.2(2); 4.5.2	Must stairs be used as part of the accessible route? (" Yes " is a barrier.)			
4.34.2(2); 4.3.7;	Slope is 5% or less (if slope is greater than 5% and it has ramp features, survey it as a ramp)?			
4.34.2(2); 4.3.7;	Cross-slope is no more than 2% ;			

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Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DWELLING UNIT/ACCESSIBLE ROUTE:			
	BATHROOMS <i>(Only one must comply.)</i>			
4.34.5; 4.3.3; 4.4.1; Fig. 8(e);	Is the minimum clear width of the accessible route to this space at least 36" wide, with no steps (width may be reduced to 32" for a length of no more than 24")?			
4.34.2(6); 4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	Swinging Doors - Pull side (Choose only one) 1. Approaching the door head-on (fig. 25(a)): Is there at least 18" to the latch side ? Is the depth at least 60" ? 2. Approaching the hinge side of the door (fig. 25(b)): Is there at least 36" to the latch side (42" if the depth is less than 60")? Is the depth at least 54" ? 3. Approaching the latch side of the door (fig. 25(c)): Is there at least 24" to the latch side ? Is the depth at least 48" ?	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>		
4.34.2(6); 4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	Swinging Doors - Push side (Choose only one) 1. Approaching the door head-on (fig. 25(a)): Is there at least 12" to the latch side when there is both a closer and latch side? If no closer and latch, there is no requirement. Is the depth at least 48" ? 2. Approaching the hinge side of the door (fig. 25(b)): Is there at least 18" to the hinge side ? Is the depth at least 42" ? 3. Approaching the latch side of the door (fig. 25(c)): Is there at least 24" to the latch side ? Is the depth at least 42" ?	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>		
4.34.2(6); 4.13.5; Fig. 24;	Clear Door Width is at least 32" ? (<i>Measured from the door face to the opposite stop when the door is open 90°.</i>)			
4.34.2(6); 4.13.8;	Thresholds: 1. The threshold is no higher than 3/4" (1/2" in New Construction)? 2. Is the threshold beveled ?	<hr/> <hr/>		
4.34.5.2(2); Fig. 47(a);	Toilet: 1. Is top of toilet seat between 15" and 19" above the floor? 2. Is centerline exactly 18" from the closest side wall?	<hr/> <hr/> <hr/>		

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Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DWELLING UNIT/ACCESSIBLE ROUTE:			
	4. Is the clear floor space at least 30" x 48" deep (that extends 17" to 19" under the lavatory)? 5. Are the drain and hot water supply pipes insulated ?	_____ _____ _____		
4.34.5.3(1); 4.22.6; 4.19.5; 4.27.4;	Lavatory (a.k.a. Sink) Controls: Operable with one hand; and does not require tight grasping, twisting or pinching of the wrist to operate;			
4.34.5.3(1); 4.22.6; 4.19.6;	Mirror: Bottom edge of reflective surface is no more than 40" above the floor?			
4.34.5.3(3);	Medicine Cabinet: Bottom shelf no more than 44" above the floor?			
	Bathtub:			
4.34.5.4(1) Fig. 33;	Clear Floor Space: (A wall-hung lavatory may overlap the clear floor space only on the control wall (foot) side.) 1. If forward approach , is the clear floor space 48" deep x 60" wide? 2. If side approach , is the clear floor space 30" x 60"?	_____ _____		
4.34.5.4(5);	Tub Shower Spray Unit: 1. Can the shower head be fixed and handheld ? 2. Is there a hose and is it at least 60" long (59" is acceptable) ?	_____ _____		
4.34.5.4(4); 4.27.4; Fig. 34;	Tub Faucet Controls: 1. Operable w/ one hand and not require tight grasping or twisting of the wrist? 2. Located below the grab bar and between the open side and the centerline of the tub?	_____ _____		
4.34.5.4(2); 4.26.3; Fig. 33; Fig. 34;	Tub – Seat 1. Is a securely-mounted in-tub seat provided?	_____ _____		

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Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DWELLING UNIT/ACCESSIBLE ROUTE:			
	Shower:			
4.34.5.5(1); Fig. 35(a) or Fig. 35(b); 4.21.7;	Shower Stalls: Which shower type? (Choose one) 1. Transfer: 36" deep by 36" wide? If there is a curb , is it less than 1/2" ? a. Clear floor space at least 36" by 48"? 2. Roll-in: 30" deep by 60" (58 1/2" is acceptable) wide? Is there a curb? ("Yes" is a barrier.) a. Clear floor space at least 36" by 60"?	_____ _____ _____ _____		
4.34.5.5(2); Fig. 35(a); Fig. 35(b); 4.26.3;	If a transfer shower , is there a seat? 1. Between 17" and 19" above the floor? 2. Extends the full depth of the stall? 3. Located on wall opposite the controls? 4. Mounted securely?	_____ _____ _____		
4.34.5.5(5);	Tub Shower Spray Unit: 1. Can the shower head be fixed and handheld? 2. Is there a hose and is it at least 60" long? (59" is acceptable.)	_____ _____		
4.34.5.5(4); Fig. 37; 4.21.5;	Shower Controls: 1. Mounted between 38" and 48" above the floor? 2. Located between the open side and the centerline of the shower? 3. Operable w/ one hand and not require tight grasping or twisting of the wrist?	_____ _____ _____ _____		
4.34.5.5(3); 4.26.2; Fig. 37; Fig. 39(e);	Grab Bars: (Choose Whether Transfer or Roll-In Shower and Answer Those Questions) TRANSFER SHOWER (36" x 36"): <u>Back Wall</u> 1. Is centerline mounted between 33" and 36" above the floor? 2. Between 1 1/4" and 1 1/2" in diameter? 3. Is the space between the grab bar and the wall 1 1/2" exactly? 4. 18" long positioned between the centerline of the stall and the control wall?	_____ _____ _____ _____ _____ _____ _____ _____ _____ _____		

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	DWELLING UNIT/ACCESSIBLE ROUTE:			
	KITCHEN			
4.34.6; 4.34.2(13); 4.3.3; Fig 7; Fig. 8(e);	Is the minimum clear width of the accessible route to the kitchen at least 36" wide, with no steps (width may be reduced to 32" for a length of no more than 24")?			
4.34.6.1;	Clearance between all opposing cabinets, counters, appliances or walls: (Choose One) 1. If U-shaped kitchen , is there at least 60"? 2. In all other layouts , is there at least 40"?	_____ _____		
4.34.2(2); 4.2.3; Fig. 3;	Is there an unobstructed turning space (a 60" diameter circle or T-shape)? <i>(May include knee space under work surface or sink if it is at least 36" wide)</i>	_____		
4.34.6.2;	Clear Floor Space: With either forward reach or side reach, is there at least 30" x 48" at the following types of appliances: Oven; Range; Cook top; Dishwasher; Refrigerator; Counter; Storage Facilities, Etc.	_____ _____ _____ _____		
4.34.6.4(1); 4.34.6.4(2) 4.34.6.4(3); 4.34.6.4(4); Fig. 50; 4.2.4.1;	Kitchen Counter Work Surface: 1. At least one 30" section of the counter with knee clearance at least 27" high ? 2. Surface no more than 34" above the floor? 3. If a removable base cabinet is provided, once removed: a. Is the floor finished underneath ? b. Will the opening be at least 30" wide and 27" high ?	_____ _____ _____ _____ _____ _____		
4.34.6.5; Fig. 51;	Kitchen Sink & Surrounding Counter: 1. Knee clearance is at least 30" wide and at least 27" high ? 2. Sink rim and counter surface are no more than 34" above the floor? 3. If a removable base cabinet is provided, once removed: a. Is the floor finished underneath ? b. Is the opening at least 30" wide and 27" high ? 4. Sink is no deeper than 6 1/2" ?	_____ _____ _____ _____ _____ _____		

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DWELLING UNIT/ACCESSIBLE ROUTE:				
4.34.6.5(8);	Kitchen Pipes must be insulated or wrapped?			
4.34.6.7; Fig. 52;	Kitchen Oven: 1. If oven is not self-cleaning , is it adjacent to an accessible 34” high (or adjustable) kitchen counter work surface? 2. Controls: a. Located on the front panel ? b. Can be operated with one hand and not require twisting of the wrist or tight grasping?	_____ _____ _____		
4.34.6.6; 4.27;	Kitchen Range/Cook-tops Controls: 1. Usable without reaching across burners? 2. Including the range hood controls, are the controls within reach? (<i>For a complete listing of reach range, see “Other Controls” below.</i>) 3. Can be operated with one hand and not require twisting of the wrist or tight grasping?	_____ _____ _____		
4.34.6.9; 4.34.6.3; 4.27;	Dishwasher: 1. Controls operable with one hand and not require tight grasping, pinching, or twisting of the wrist to operate;	_____		
.34.6.10; 4.25.2; 4.25.3; 4.2.5; 4.2.6; Fig. 50;	Kitchen Storage: 1. Operable hardware for all cabinets: a. For wall cabinets, are located near the bottom ? b. For base cabinets, are located near the top ? c. Is it operable with one hand without tight grasping, pinching, or twisting of the wrist? 2. For the wall cabinet above the work surface: a. Is the bottom shelf no more than 48” above the floor?	_____ _____ _____ _____ _____		
4.34.7;	WASHER/DRYER, UTILITY ROOM			
4.34.7; 4.34.2(2); 4.2.3; Fig. 3;	Washer/Dryer, Utility Room: 1. Is there an unobstructed turning space (a 60” diameter circle or T-shape)? 2. For either a forward or side approach, is the clear floor space at least 30” x 48” ? 3. If machines are provided by management: a. Are controls on the front panel ? b. Operable with one hand and not require twisting of the wrist or tight grasping? c. Front-loading ?	_____ _____ _____ _____ _____		

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