



GADSDEN GREEN

Request for Qualifications

Choice Neighborhood Redevelopment
Job No.:241101



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01 Cover Letter





Housing Authority Of The City Of Charleston
Attention: Priscilla M. Waring, Procurement and Contracts Manager
550 Meeting Street, Suite 102
Charleston, SC 29403

Re: Request for Qualifications (RFQ) for Developer Partners

Dear, Ms. Patton:

Integral Properties LLC is pleased to have the opportunity to respond to the Request for Qualifications (RFQ) to become a Developer Partner with the Housing Authority of City of Charleston (CHA) for the Choice Neighborhood Redevelopment of Gadsden Green Homes and Gadsden Green Homes Extension. Integral, a minority-owned firm, and its affiliates have been producing innovative and holistic mixed-income, mixed-use community development programs for over thirty (30) years.

In alignment with CHA's vision, Integral, as a for-profit yet mission-driven real estate company, develops healthy and sustainable communities offering high-quality lifestyle opportunities for individuals and families of all incomes while stimulating much needed economic development. Integral fundamentally believes that everyone - regardless of income - deserves access to quality housing, education, health care, and other quality of life amenities.

Since Integral's inception, it has expanded both its experiential knowledge and capabilities to innovatively deliver over 15 master planned communities and over 65 public-private partnerships - all maintaining the original premise of providing high-quality housing that is resident focused and surrounded by essential uses that include high-quality housing, schools, retail, and other commercial uses. Over the past 30 years, Integral has established a proven history of creating truly transformative communities and delivering much-needed affordability, across the income spectrum.

Our firm's original expertise has evolved from HOPE VI developments to today's Choice Neighborhoods. In 1998, Integral developed the **FIRST** mixed income, Hope VI development in the nation, **Centennial Place**. Centennial Place gave birth to the legal, regulatory and financial model that made the implementation of these mixed-income, mixed-financed, mixed-use revitalization projects possible. As the co-developer of the first HOPE VI project in the country, Integral was responsible for demolition, relocation, financing, closing, constructing and managing each phase of the development. At its core, Centennial Place involved the creation of a community, anchored by mixed-income housing, an early childhood development center, a Science, Technology, Engineering, Arts and Math (STEAM) School, human support services and a set of strategically integrated initiatives that reinforce the quality of life in the community. The four phases of the housing component of Centennial consist of 738 units across one-, two-, three-, and four-bedroom types. In addition, Centennial includes 45 fee-simple townhomes, 20% of which are affordable to residents earning 60% of AMI.

Fast forward to 2016, Integral's master planned development, **Scholars Landing**, became the **FIRST** community to receive the Choice Neighborhood Implementation (CNI) Grant in Georgia. The implementation plan was thorough and comprehensive and was one of five chosen by HUD from the 33 nationwide applicants. The vision for the housing component of the Choice Neighborhood is a multi-generational community that provides rental and homeownership opportunities for people with a mix of income levels and lifestyles. The housing component of the Scholars Landing includes 419 multifamily homes and 132 independent living senior homes. The community will also include 40 for-sale townhomes.

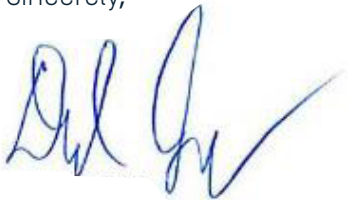
As a multiple awardee of Choice Neighborhood grants, Integral's ability to successfully meet threshold requirements has been consistently demonstrated through past submissions. Our extensive experience of planning, financing, and implementing transformational mixed-income communities gives us the distinctive ability to successfully and creatively complete funding applications. Integral has had the good fortune to manage the creative master planning of transformational sites and then to proceed with the phase by phase execution. Our previous involvement in the pursuit, planning, and implementation of the Choice Neighborhood grant gives our team a significant advantage. We have been development partners on 16 Choice Neighborhood and HOPE VI award winning applications.

At the core of our mission is resident centered development and operations. There is no one more important than the residents - they represent the fabric of the community and the basis for the neighborhoods we develop. In responding to the tremendous desire for human growth and transformation, Integral created a developer-run Youth and Families Program. The success of this group was spun off into a non profit organization known today as TAP, or The Ascent Project. TAP and its leadership complement our development team through guiding principles and learned lessons to create programming for resident education and lifetime learning, while also supporting Integral's developers in the design stages to create placemaking and unique moments throughout our developments.

While we are proud that our team is very active on many ongoing large-scale projects, we are far from stressing our capacities. Integral has the requisite high-level senior leadership and staff available to immediately assist CHA with submitting an award winning Choice Neighborhood Implementation grant application. We look forward to sharing our vast knowledge and experience with comprehensive neighborhood transformation while providing superior customer service to CHA.

Daryl Jones, Chief Operating Officer, will be the contact person for CHA. Mr. Jones can be reached via email at djones@integral-online.com or via phone at 404.224.1883. Thank you for considering Integral as your Developer Partner. We look forward to working with CHA and eagerly await your response.

Sincerely,



Daryl Jones
Chief Operating Officer
Integral Properties LLC

A Team with the **Right Experience**

Integral has the **right experience** CHA needs to redevelop Gadsden Green and Gadsden Green Extension into a new mixed-income community utilizing a Choice Neighborhood Implementation award. As we will highlight, **Integral is a leader in the development of transformational mixed-income developments.** To date, Integral has received 17 HOPE VI and CNI awards. Through these awards and other transformative developments, Integral has assembled the right experience CHA needs to successfully obtain a Choice Neighborhoods Implementation Grant [CNI] and transform Gadsden Green.



Build First

Integral strongly recommends CHA consider a “build first” approach for Gadsden Green. A build first strategy is a recommended CNI best practice. Integral has seen how assembling a build first strategy can enable other applicants to receive a CNI without pursuing first a Choice Neighborhood Planning grant, such as its 2022 award in Birmingham, AL and its 2023 award in Houston, TX. Further, the lack of housing affordability within Charleston’s peninsula could amplify the potential negative impacts of relocating the existing residents to new neighborhoods outside of the peninsula.

Integral has already started strategizing a potential build first approach. One possibility includes a partnership between CHA and the WestEdge Foundation. **Integral has met three times with Michael Maher (CEO of the WestEdge Foundation) to discuss their openness to a build first strategy.** Michael is committed to continuing these discussions with CHA and CHA’s selected development partner. Integral anticipates this partnership with WestEdge Foundation could lead to the development of 300 to 500 new residential units.

Through a build first strategy with just 300 units, 30% affordability, and a phased redevelopment of Gadsden Green, CHA and its selected development partner could keep the existing residents within their neighborhood through the development of a new mixed-income community within WestEdge. CHA could then have the Gadsden Green residents move into WestEdge for 2-3 years while Gadsden Green is redeveloped in likely three phases.

Consultants

CHA and Integral will depend on a team of consultants to submit a successful CNI application and manage the grant itself. Integral has worked closely with Stacy Vincent of Community Development Strategies as the lead grant writer for the CNI applications. Ms. Vincent wrote Integral's successful CNI applications in 2019 (East Baton Rouge Parish Housing Authority), 2023 (The Housing Authority of the Birmingham District), and 2024 (Houston Housing Authority). Potential consultants to support CHA's work in CNI projects include Rhae Parks with EJP Consulting Group as well as Cindi Herrera of Cindi Herrera and Associates.

Environmental Complexities

Integral has the right experience to guide CHA through the environmental complexities associated with redeveloping Gadsden Green. In Doraville, GA Integral served as the master developer of a former General Motors automobile assembly plant. This 165-acre campus had multiple severe environmental complexities associated with decades of assembling automobiles. Integral successfully navigated these environmental complexities, master planned the site, and successfully sold it to Gray Television, Inc. to build and operate full-service state-of-the-art television and film studios that will create thousands of new jobs.

A more recent example of working on environmental complexities within a transformative mixed-income development is Integral's work with the East Baton Rouge Housing Authority. On this 45+/- acre site formerly wholly protected U.S. Army Corps of Engineers (USACE) jurisdictional land, Integral has been working directly with the USACE, Louisiana Department of Natural Resources, and Office of Coastal Management to develop 434 units on recently reclassified land maintaining General Permit compliance and protecting the adjacent Waters of the United States (WOTUS) to water quality degradation.

Partnerships

Transformative mixed-income developments, particularly CNI awards, always require strong working relationships with various partners. Integral has the right experience in developing and managing these relationships.

When Integral developed Centennial Place, the country's first transformative mixed-income development, Integral had to work closely with the Atlanta Housing Authority, the City of State, Georgia's Department of Community Affairs, and HUD, along with multiple other partners. Integral changed multiple financial, legal, and regulatory policies to complete this project to enable mixed-income housing.

Similar to Gadsden Green, Centennial Place also included an elementary school. Integral worked closely with the school to understand their needs and how to ensure the school would be rebuilt to enable its long-term success in serving the neighborhood. Working with the Charleston Development Academy will be critical to the redevelopment of Gadsden Green. Integral anticipates one challenge with this school is that it is built on a landfill and therefore, any capital improvements to the school could be severely restricted.

Personnel

Integral has retained a very experienced team to support Jordan Jones as Project Manager for Gadsden Green. The key personnel who have supported all of Integral's previous 17 HOPE VI and CNI projects remain actively engaged at Integral. The average tenure for Integral's core leadership team is more than 15 years.

An Unwavering Commitment to Develop Holistic Mixed-Income Communities

Since its inception in 1993, Integral has been more than a real estate services and development company. The Integral vision was borne out of a simple idea. Integral, as a for-profit yet socially responsible real estate company, would play an instrumental role in creating healthy and sustainable communities offering high quality lifestyle opportunities for individuals and families of all incomes while stimulating much needed economic development in cities. In line with CHA's vision, **Integral fundamentally believes that everyone - regardless of income - deserves access to quality, affordable housing.**

A Trusted Partner to Public Agencies

Integral has never taken this commitment to mission and partnerships lightly and it is paramount that we create healthy and sustainable communities offering high quality lifestyle opportunities for individuals and families, while also stimulating much needed economic development. It is essential that Integral's developments host early learning schools, banks, retail stores, investments in people and programming, and many more complementary uses that are ingredients for successful holistic community development. Integral leverages both the depth of its knowledge and the wisdom obtained through experience to provide innovative housing solutions for its partners.

A Greater Development Team

Integral is a minority-owned firm that develops innovative and holistic mixed-income, mixed-use communities. Integral has delivered more than 10,000 residential units primarily through public private partnerships. Along with our joint venture development partner and another minority-owned firm in Jordon Development Company (JDC), we have assembled a team of nationally and locally recognized firms; a team of first-class architects, engineers, and specialty consultants who are dedicated to realizing CHA's vision of a vibrant and sustainable mixed-use community that will be a resounding success through the development of Gadsden Green.

KEY TEAM MEMBER	ROLE	INTENTION FOR SELECTION
The Integral Group	Lead Developer	Completed multiple mixed-income transactions with similar financing structures in diverse communities across the United States. Track record of executing green and healthy housing technologies in majority of its developments.
Jordon Development Company (JDC) & Jordon Construction Company (JCC)	JV Development Partner & JV General Contractor	Fully integrated development firm based in Greenville, SC with focus on affordable and mixed-income housing. SBA 8(a) certified, HUBZone certified, minority-owned business specializing in commercial construction that entails private, public and government projects based in Greenville, SC.
City Collective	Architect of Record & Master Planning	City Collective is a holistic design studio offering architecture, urban design, planning, and landscape architecture services with a focus on the mixed-income, mixed-use residential districts. The project team has a legacy of design knowledge in Charleston, SC with design lead and Charleston native Steve Ramos paving the way forward.
Seamon Whiteside	Civil Engineer & Landscape Architect	First firm in the Charleston area that offered both civil and landscape services. Experience working in urban environments, including the adjacent Morrison Yard, where the firm provided comprehensive civil engineering, landscape architecture services along with permit coordination.
EM Structural	Structural Engineering	EM Structural Engineers provides structural engineering services to architects, owners, developers, and contractors along the East Coast.
Barrett, Woodyard & Associates, Inc.	MEP Engineering	BW&A delivers expert mechanical, electrical, and energy solutions, specializing in HVAC, lighting, and power systems across the Southeast.
BIHL	Transportation Engineering	Bihl Engineering brings extensive experience working with the City of Charleston and SCDOT on traffic analysis, transportation masterplans, feasibility studies, market growth investment analysis, corridor studies, and more.
Ori Living	Livability Consultant	Robotic and architectural company that enables people to see and use space differently. Delivered solutions to more than 30+ cities across the United States and Canada since 2015.
Southern Energy Management	Sustainability Consultant	Southern Energy Management (SEM) has been committed to improving the way the world produces and uses energy.
Levanta	Homeownership	Levanta Residential, LLC is Integral's homeownership development affiliate. Levanta was created to address troubling data that show a stark wealth gap between minority households and the mainstream.
InsightGroup	Environmental Engineering	Insight Group has performed multiple geotechnical investigations across Charleston's peninsula over the past 5 years.
Terracon	Cultural Resource	Terracon's historic preservation staff offers a comprehensive approach to the conservation, documentation, evaluation, rehabilitation, and restoration of a wide range of historic resources.
Arnall Golden Gregory	Legal Counsel	Provides legal support to majority of Integral's developments, particularly its mixed-income developments with HUD assisted rental housing and ground leases. This 73 year old law firm is based in Atlanta.
Kenya Dunn	M/WBE & Section 3 Consultant	Based in Charleston, Ms. Dunn has emerged as a leading professional to support M/WBE and Section 3 programs.

Our Understanding of Your Opportunity

The Gadsden Green Redevelopment is an exciting time for the City of Charleston. A neighborhood built to fulfill housing needs in the mid-20th century, Gadsden Green is facing the challenges of aging infrastructure, socio-economic barriers, and limited access to vital services. The redevelopment will provide safe, accessible, and welcoming homes for not only current residents, but new residents alike.

A Site Ideally Suited for Growth in Charleston

The Gadsden Green neighborhood is situated on the western side of Charleston's peninsula, a short distance from the Ashley River. This location is at a unique intersection where four distinct aspects of the city converge: to the north, a community-oriented zone featuring The Citadel and a community center; to the east and south, a quaint residential area; to the south, the bustling campus of the Medical University of South Carolina; and to the west, a developing mixed-use district.

The Choice Neighborhood Initiative Focuses on Three Core Elements:

Housing: Upgrading or replacing distressed housing to improve living conditions, increase safety, and promote mixed-income communities.

People: Providing social services, education, and job opportunities to enhance residents' quality of life and economic prospects.

Neighborhood: Enhancing neighborhood infrastructure, public spaces, and community facilities, along with addressing crime and safety issues to create vibrant, sustainable communities.

5 Preliminary Opportunities for Gadsden Green



The Opportunity to Create **Mixed-Income Housing Options for Charleston**



The Opportunity to **Infill with Neighborhood-Compatible Services**



The Opportunity to Create a **Diversity of Housing Types**



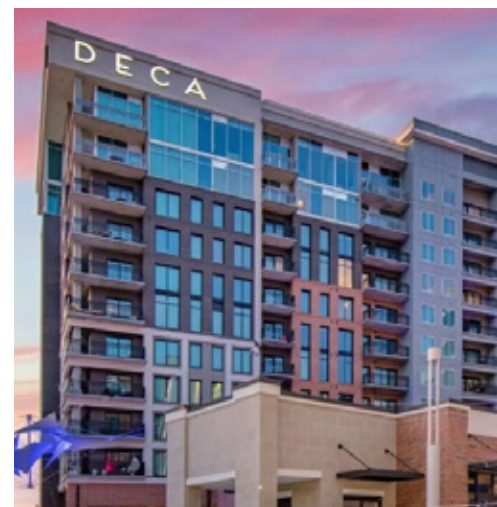
The Opportunity to Prioritize **Resident Wellness through Open Space and a Well-Integrated Site**



The Opportunity to **Build Upon the Development Momentum Towards the Riverfront**

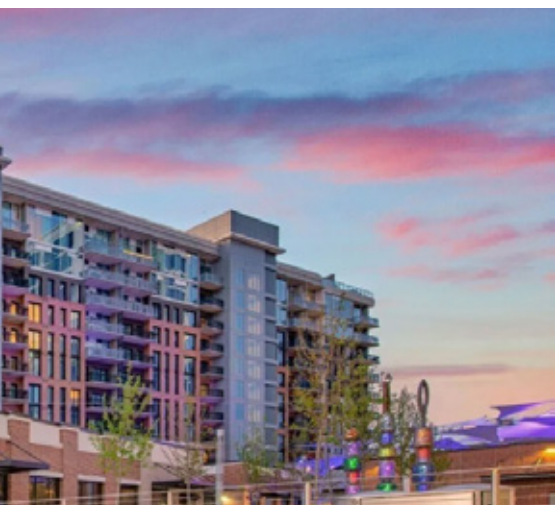


02 A Legacy of Mixed-Income, Mixed-Use Housing





“A well-designed development has the power to positively impact the lives of its residents.”



Integral's Expertise in Transformational Mixed-Income Developments

As pioneers in urban [re]development, Integral's team brings a wealth of knowledge, practical experience and success in conceptualizing, financing, developing, building, and managing new communities in urban markets of all types. Integral has successfully completed more than 55 projects with a total development cost approaching \$2 billion. We have transformed hundreds of acres of land, in 20 cities and 9 states, developing more than 10,000 housing units, 6,500+ of which are affordable.

Innovative Financing Structures

Since 1993, Integral has developed transformational mixed-income developments across the United States. In fact, Integral was part of the Joint Venture which partnered with the Atlanta Housing Authority to plan and implement the revitalization of the 60-acre site of the nation's first public housing redevelopment. The result was the nation's first HOPE VI community revitalization, Centennial Place. Designated as HUD's National Model for Urban Revitalization, Centennial Place established the legal, regulatory, and financial model which made the implementation of mixed-income, mixed-financed, and mixed-use revitalization projects possible. Today, the work and its core vision have been codified and copied broadly in Atlanta and across the country and are the foundation of what is affectionately known today as "The Atlanta Model."

Today, Integral continues to develop mixed-income developments. These developments include transactions with LIHTC equity as well as without LIHTC equity. Integral has the unique expertise and experience to deliver affordability with and without LIHTC equity. Further, in response to the complexities associated with managing mixed-income developments, Integral established its own property management company to ensure high-level of service to all households as well as handle the necessary compliance and reporting requirements.

Integral is a national leader in creating urban villages which promote vibrant, pedestrian friendly communities. These developments have a ripple effect that not only creates a sustainable community, but also benefits the neighborhood, the city, and ultimately the region by promoting ridership, encouraging walkability, decreasing congestion, and enhancing accessibility.

Integral's live-work-play communities link residents with essential economic activity, which includes shopping, entertainment, employment centers, public parks, and balanced transportation options.

In addition to Integral's physical development components, Integral's transformational developments also include "Quality of Life Infrastructure," such as early childhood development, K-12 education, recreation and wellness facilities, and support services to help families achieve self-sufficiency. Integral realizes the importance of marrying these elements in each of its community revitalization projects as it continues its mission, "to create value in cities and [re]build the fabric of communities."

Veranda at Assembly - Doraville, GA

Integral most recently completed the 100-unit Veranda at Assembly located in Doraville, GA. With its construction management team, Integral delivered this community almost two months early and under budget. This mixed-income LIHTC project offers one- and two-bedroom units for Doraville's senior community. The residents will have access to multiple amenity spaces, including a rooftop patio. Integral partnered with the Housing Authority for DeKalb County for this development and the partnership included a ground lease and project-based vouchers. Veranda at Assembly is Integral's first project to deliver IRC Section 45L tax credits for meeting the Energy Star program requirements.



Eviva Trinity Mills - Carrollton, TX

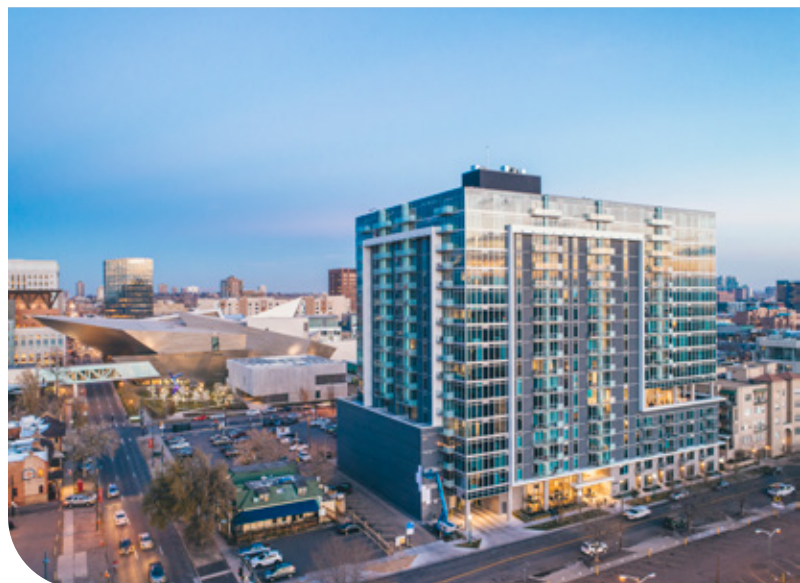
Integral was selected as the co-master development partner with the City of Carrollton and the Dallas Area Rapid Transit Authority ("DART") to develop TRINITY MILLS, the largest public-owned 25 acres of TOD site in Dallas, Fort-Worth.

In June 2023, Integral started construction of the first residential phase that includes 436 units. EVIVA Trinity Mills is poised to redefine urban living, offering modern amenities, sustainable design, and unparalleled connectivity.



Eviva on Cherokee - Denver, CO

Residents of EVIVA on Cherokee thrive in one of Denver's most cultural neighborhoods. Restaurants, clubs and concert venues light up the nightlife. The 18-story community is comprised of structured parking with 274 apartment homes – including eight for-rent townhomes – featuring a luxurious amenity suite. Located between Denver's CBD and Cherry Creek, the area has abundant dining, bars, retail and entertainment, creating a desirable location for both young professionals and culture-seeking individuals alike.



Scholars Landing

An Atlanta Choice Neighborhood

In 2015, Integral's Scholars Landing Community received a Choice Neighborhood Implementation [CNI] Grant to support the Transformation Plan for a newly revitalized community. Integral's extensive involvement in the pursuit, planning and implementation of the Choice Neighborhood grant gave our team a significant advantage. The implementation plan was thorough and comprehensive and was one of five chosen by HUD from the 33 nationwide applicants.



The multi-phased master planned community consists of senior and multi-family homes as well as homeownership:

PHASE NAME	NUMBER OF UNITS	DEVELOPMENT TYPE	YEAR DELIVERED
Veranda at Scholars Landing	100	LIHTC, Senior Affordable	2013
Oasis at Scholars Landing	60	LIHTC, Senior Affordable	2015
Ashley Scholars Landing	135	LIHTC, Family, Mixed-Income	2019
Ashley Vine Street	72	Non-LIHTC, Family, Mixed-Income	2023
Ashley Scholars Landing II	212	LIHTC, Family, Mixed-Income	2025
Towns at Scholars Landing	78	For-Sale, Mixed-Income	2025
Total	657		

Community-Based Design

The community has over 26,000 sq. feet of community space. Each phase features a business center, fitness center, and a clubroom/community center. The community also consists of game rooms, wi-fi lounges, private resident workspaces, music rehearsal rooms, recycling centers, package delivery rooms, gazebos, picnic pavilions, dog parks and washing station, playgrounds, a community garden as well as two pools and three covered roof-top deck lounges.

The vision for the housing component of the Choice Neighborhood is a multi-generational community that provides rental and homeownership opportunities for people with a mix of income levels and lifestyles.

A Mixed-Use Technology Hub for All

Roosevelt Hall – the only remaining structure from the original development - remains standing in the Scholars Landing community. It is now being used as a technology center and library, retail and cafe, and offices space for the residents and surrounding community.

Scholars Landing

An Atlanta Choice Neighborhood

A Priority on Resident Engagement

As with Centennial and each of Integral's CNI and HOPE VI projects, resident engagement is a priority. The community is engaged at the onset of the project and throughout asset management. Integral offers extensive services to ensure residents are both supported and connected to the greater community. In addition to supporting residents, each community offers resident events that are designed to create a sense of community and ensure sustainable resident retention.

Integral takes pride in its relationship with residents, particularly its seniors. The overarching idea behind Integral's senior developments is to get and keep the residents engaged and active in the community. To this end, a range of services appropriate for the senior population is provided, focusing not just on social activities but also resident well-being, including health and education related services. Health and wellness professionals are regularly brought in to complete workshop sessions. Other activities include fitness classes, holiday gatherings, computer and foreign language classes, and various trips around the city.

Integral's commitment to seniors creates a healthy environment whereby a continued learning and growth trajectory is experienced, without regard to age. Integral realizes that its projects are more than an investment in real estate – but it is an investment in our residents.

Integral's measurable outcomes of resident engagement are demonstrated by its successful track record of developing dozens of communities, sometimes through undesirable, political and economic environments, then attracting and retaining satisfied residents. As evidence of Integral's success, our rental portfolio has an average occupancy rate of 95%.

PROJECT REFERENCE

Terri Lee

President and CEO | Atlanta Housing

404.330.6643

Terri.lee@atlantahousing.org



Centennial Place A Live-Work-Learn-Play Neighborhood



The First HOPE VI Project in the Country

Centennial Place gave birth to the legal, regulatory and financial model that made the implementation of these mixed-income, mixed- financed, mixed-use revitalization projects possible. Today, the work and its core vision have been codified and copied broadly in Atlanta and across the country. As the first HOPE VI project in the country, Integral was responsible for demolition, relocation, financing, closing, constructing and managing each phase of Centennial Place. The first four phases consist of 738—1-, 2-, 3- and 4-bedroom rental apartments. In addition, Centennial includes 45 fee-simple townhomes, 20% of which are affordable to residents earning 60% of AMI. The town homes range from 1,400 to 3,295 SF; their facades are a combination of brick and cementitious siding.

At its core, Centennial Place involved the creation of a community, anchored by mixed-income housing, an early childhood development center, a Science, Technology, Engineering, Arts and Math (STEAM) School, human support services and a set of strategically integrated initiatives that reinforce the quality of life in the community, linking the community to the broader neighborhood. The Centennial community is an exemplary project that truly incorporates live-work-learn-play theme with market rate, affordable and attainable housing.

In 2013, the first rental phases became eligible for a new allocation of LIHTCs, and the Integral successfully applied for new LIHTCs for each phase in succession. Each phase had a financial restructuring that brought new funding in to renovate the entire property.

A Mix of Uses in Addition to Diverse Housing Options

The non-housing components that were curated, facilitated, developed, or managed by Integral in the Centennial Place community include the following:

- **SunTrust (now Truist) Bank Branch:** The bank branch is the adaptive reuse of one of three historic buildings in the Centennial Place redevelopment area. This long neglected and abandoned structure was built in 1906 as a Carnegie Library. Integral used Historic Tax Credits and conventional debt, both financed by SunTrust, to rehabilitate the structure. The bank remains a tenant to this date, providing its services to the community.
- **Archives Building:** The Zell Miller Center for Excellence was named after the then-governor of Georgia. The structure was the former community building serving the public housing community once present on the site and is the second of the three historic buildings that underwent adaptive rehabilitation. During redevelopment and for some time after, the renovated building was headquarters for the human transformation and support programs offered by The Integral Youth and Family Project (predecessor to The Ascent Project [TAP]). Currently it serves as the archive for the rich history of The Housing Authority of the City of Atlanta (AH).
- **Sheltering Arms:** Integral negotiated the sales of a portion of the former public housing sites to Sheltering Arms to provide early childhood education to the families in the community. Further, the agreement provides a set-aside of slots, at a sliding scale fee, for children living in Centennial Place. This component of the mixed-use community fulfills Integral's mission to provide the quality-of-life infrastructure vital to the sustainability and vitality of the community.
- **Centennial Academy and Arthur M. Bank YMCA Branch:** Centennial Academy is a conversion charter school in the heart of Atlanta educating scholars from kindergarten through 8th grade. As a community school, Centennial Academy readily extends beyond its campus borders in strong partnerships with institutions of early and higher learning, industry, and social service that support a Pre-K to 8th-grade curriculum.

Centennial Place

A Live-Work-Learn-Play Neighborhood

When Centennial was originally developed almost 20 years ago, it was one of the first of its kind in the nation. This effort required a great deal of collaboration with not only residents but the entire community. Initially, Integral received pushback from current residents who had lived in the community for years yet had to leave their homes to be relocated so that the community could be demolished and replaced. As one can imagine, these homeowners originally felt lost and confused. Ultimately, they became our biggest supporters.

The leadership of Integral understood their frustration and worked tirelessly through countless community meetings, focus groups, listening sessions, and surveys to obtain buy-in from the residents. Through education, conversation, and written communication, we eventually established a shared vision where residents and stakeholders felt included and involved as the project progressed. Integral actively engaged the community in all stages of the process, from the analysis of conditions and constraints, the creative exploration of vision and ideas, to the refinement of plans and policies to develop a community strategy with measurable outcomes.

These measurable outcomes focused on housing, the neighborhood and the people. Integral understands that working with the residents and community groups develops a team spirit, builds consensus and makes the revitalized neighborhood belong to the entire community. Integral's ability to maintain focus on the completion of critical tasks has led to Centennial becoming an award winning, transformational project that positively impacted the quality of life for residents.

Integral also worked to convince HUD of the new strategy, which was eventually adopted as a national model. In addition, Integral convinced the Georgia Department of Community Affairs to alter the priorities for the LIHTC program to allow the phases to compete effectively.

PROJECT REFERENCE

Terri Lee

President and CEO | Atlanta Housing

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Project Experience

Mixed-Income/LIHTC Developments

PROPERTY NAME	CITY	STATE	YEAR BUILT	TOTAL UNITS	# C
Ashley Union Station	Denver	CO	2017	107	
Veranda at Groveway	Roswell	GA	2017	102	
Centennial Place Phase III Renovation	Atlanta	GA	2017	185	
Oasis at 56th	Indianapolis	IN	2019	124	
Veranda at North Main	Columbia	SC	2019	58	
Ashley Scholars Landing I	Atlanta	GA	2019	135	
Centennial Place Phase IV Renovation	Atlanta	GA	2020	195	
Preserve at Logan Park	Greenville	SC	2020	193	
Casa de Rosas	Los Angeles	CA	2021	37	
Ashley Willowbrook	Los Angeles	CA	2021	60	
Cypress at Pinchback	Baton Rouge	LA	2022	99	
Ashley Scholars Landing 1-C Vine Street	Atlanta	GA	2022	72	
				1367	

OF MARKET UNITS	# OF TC UNITS	# OF PHA UNITS	TYPE OF SUBSIDY	HOUSING TYPE	TDC	HUD HOPE VI OR CHOICE NEIGHBORHOOD
32	68	7	Sec 8	Multi-Family	\$30,361,384	
20	74	8	RAD	Senior	\$17,458,597	
74	37	74	Sec 8	Multi-Family	\$27,898,794	HOPE VI
18	106	0	N/A	Assisted Living	\$24,895,128	
6	52	0	Sec 8	Senior	\$10,456,996	
81	0	54	Sec 8	Multi-Family	\$23,936,422	Choice Neighborhood
88	24	83	Sec 8	Multi-Family	\$31,933,222	HOPE VI
0	0	193	VASH/PBV	Senior	\$29,818,407	
0	37	0	VASH/PBV	Homeless	\$19,825,000	
0	60	0	Sec 8	Multi-Family	\$23,488,129	
0	99	0	Sec 8	Senior	\$23,486,689	
22	25	25	Sec 8	Multi-Family	\$15,911,324	Choice Neighborhood
341	582	444			\$278,470,092	

PROPERTY NAME	CITY	STATE	YEAR BUILT	TOTAL UNITS	# OF UNITS
EVIVA Mission Bay	San Francisco	CA	2016	129	
EVIVA Midtown	Sacramento	CA	2017	118	
EVIVA On Cherokee		Denver	2018	274	
Village of Rowlett	Carrollton	TX	2018	249	
				770	
Third Rail Studios	Atlanta	GA	2015	140,000 SF	
Assembly	Atlanta	GA	2014	165 Acres	

OF MARKET UNITS	# OF TC UNITS	# OF PHA UNITS	TYPE OF SUBSIDY	HOUSING TYPE	TDC	HUD HOPE VI OR CHOICE NEIGHBORHOOD
103		26	n/a	Multi-Family	\$65,000,000	
118			n/a	Multi-Family	\$43,000,000	
274			n/a	Multi-Family	\$87,930,000	
249			n/a	Multi-Family	\$40,000,000	
744	0	26			\$235,930,000	
			n/a	Film Studio	\$20,500,000	
			n/a	Land	\$55,000,000	
					\$75,500,000	

03 Key Staff Experience





A World-Class Team Ready to Work on Charleston's Biggest Opportunities

Integral has assembled an **incredibly experienced team** to ensure the successful transformation of Gadsden Green into a thriving mixed-income mixed-use community. Each member of the team has either worked previously with Integral or with another one of our partners. With this experience, we are prepared to start working immediately on due diligence and preparing the CN strategy and application.

PROJECT MANAGER



Jordan Jones

Jordan Jones, Senior Development Executive, serves as the Lead Developer for Integral Carolinas. Mr. Jones will serve as the Project Manager for the development of Gadsden Green

Mr. Jones also serves as Project Manager for Tribute Rising, a \$250MM demolition and redevelopment of a similar public housing community in Durham, NC. With similar scope, program, and creative mix of financing, Mr. Jones manages all aspects of this development.

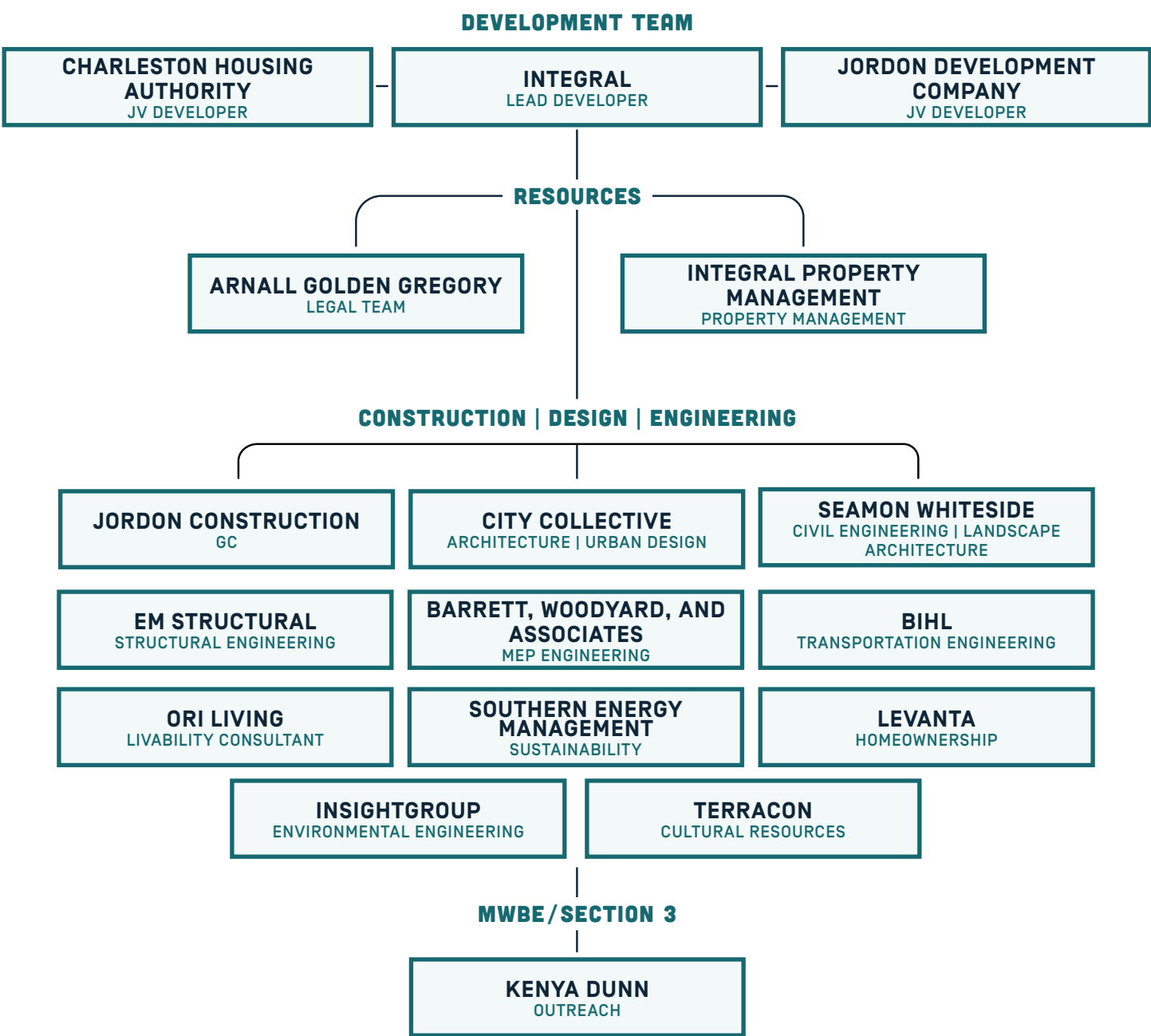
Within the last 12 months, Mr. Jones has also successfully managed the financing closings of two mixed-income, mixed-finance developments in Atlanta, GA. Despite the market challenges, Mr. Jones managed multiple financing partners to creatively solve the financing challenges these developments had faced.

Prior to joining Integral, Jordan led his own development company, Anchor & Pillar, completing more than \$145M of assets by utilizing creative financing structures and public private partnerships. He also worked as a Development Advisor for the Development Finance Initiative at the University of North Carolina School of Government where he advised local governments across North Carolina on affordable housing, downtown revitalization, and public private partnerships.

Jordan completed his undergraduate studies at Wake Forest University in Business and Enterprise Management. He earned a dual master's degree from the University of North Carolina in Public Administration and City and Regional Planning. Jordan serves as the Vice Chair of the Board of Directors of Curamericas Global, a global 501(c)(3) that provides public health services to mothers and children in developing countries.

Locally based in the Carolinas, Jordan provides leadership for Integral's Carolinas transformational development projects. His deep roots in the community and keen insight on project financing, development schedules, and resident satisfaction, coupled with his experience revitalizing communities as whole, make him the best candidate to oversee this project.

We have assembled a world-class team to realize what’s possible for Gadsden Green:



Integral

Regional Experts in Mixed-Use, Mixed-Income Places



Daryl C. Jones

Chief Operating Officer
Real Estate

Daryl Jones is Chief Operating Officer, Real Estate of Integral. Mr. Jones's executive responsibilities include all developments in Florida, North Carolina, and South Carolina as well as Integral Collaborative and the company's Senior Housing Platform. Within the Senior Housing Platform, Daryl is responsible for all of its affordable independent senior living residences (known as Veranda) and affordable assisted living residences (known as Oasis).

Mr. Jones dedicated several years leading the company's efforts in obtaining the necessary resources and formulating the required policies to launch the affordable assisted living product. The experience gained while at The Shelter Group as Senior Vice President and Regional Partner where he successfully launched a new business unit for the new construction of elderly projects by utilizing an innovative financing model is beneficial to Integral. In addition, under his leadership at Shelter, his group acquired and sold over \$1B of multi-family assets, primarily in the mid-Atlantic, Southeast, and Texas. As a results-oriented leader, he was able to achieve for Shelter and its equity partners an overall leveraged return of more than 25% through these investments. Mr. Jones continues to employ his "out of the box" and innovative financing techniques to accomplish the tasks necessary to achieve bottom line results.

Mr. Jones graduated with High Honors from the Georgia Institute of Technology with a Bachelor of Science and a Master of Science in Mechanical Engineering. He is the Chairman of the Board of the MuniMae Foundation, a board member of The Foundation of Wesley Woods, a founding board member of the Genesis Innovation Academy charter school in Atlanta, and he serves on the advisory committee of REAP (Real Estate Associate Program), a diversity initiative for professional commercial real estate training.



Vicki Lundy Wilbon

President
Real Estate

Vicki Lundy Wilbon is a Principal and President of Real Estate with The Integral Group, LLC (Integral). She plays a significant role in developing corporate policy and driving execution towards the successful accomplishment of strategic goals. Ms. Wilbon also serves as President of Integral's Community Development Division. Under her leadership, Integral has amassed a multi-family development portfolio of nearly \$700M. She is responsible for the day-to-day management of the firm's redevelopment initiatives, many executed through public/private partnerships, helping the company distinguish itself in the marketplace by completing some of the nation's most successful and transformative residential and mixed-use developments.

Ms. Wilbon has worked extensively in the real estate development industry for over 35 years. Through her experience in "placemaking" and multi-phased redevelopments, she has managed every aspect of comprehensive development programs including master planning with community participation, managing public/private partnerships, inspiring creative design, and creating and implementing innovative financing structures. Ms. Wilbon has mastered the use and layering of federal and other public funds with private equity, conventional debt, and other funding sources. She has structured and implemented numerous urban revitalization projects and developed strong relationships with institutional debt and equity providers.

Ms. Wilbon attended Purdue University and is a Certified Commercial Investment Member (CCIM) and a Housing Credit Certified Professional (HCCP). She serves on the Georgia State University Honors College Board of Visitors, and the Board of Directors of Reinvestment Fund, which provides financing to build resilient communities. She has served on the St. Joseph Health System Board, the Advisory Board of the Georgia Women's Affordable Housing Network, and the Metropolitan Atlanta YMCA.



Trey Williams

Vice President of
Operations - Community
Development Division

Trey Williams is Vice President of Operations for the Community Development Division of The Integral Group, LLC (Integral). He manages the implementation of strategic development efforts for the division including large-scale master planned community developments anchoring area revitalization efforts. The scope includes master planning, demolition, infrastructure and building design and construction, project financing, and property stabilization.

Mr. Williams joined Integral in 2004 and has managed the development of new communities and the renovation of existing properties with capital budgets averaging \$100M. These developments utilize multi-layered finance structures to leverage public and private funds and include mixed-income multi-family, independent, and assisted living senior apartments.

Prior to joining Integral, Mr. Williams was a residential real estate broker with Helen Adams Realty in Charlotte, NC, where he earned his Accredited Buyer Representative designation. He holds broker licenses in Georgia and North Carolina. Before Helen Adams, Mr. Williams was Manager of Training and Global Data Development with Moody's Investors Services, a leading provider of critical business and financial data on global publicly listed companies.

Mr. Williams graduated Magna Cum Laude with a Bachelor of Music from the University of South Carolina and earned his Master of International Business from the University's Moore School of Business. As part of his studies he worked with Ernst & Young in São Paulo, Brazil. He is active in the Urban Land Institute (ULI) Atlanta Center for Leadership and is a member of the Class of 2012.



Beeleng Chan

Vice President of Finance -
Community Development
Division

Beeleng Chan is Vice President of Finance for the Community Development Division of The Integral Group, LLC. She has over 20 years of real estate, finance, accounting, and diversified transaction experience with many different types of properties and developments including affordable housing, conventional multifamily, and senior housing. Ms. Chan has participated in real estate projects encompassing all stages, from structuring deals for new construction and rehabilitation projects, identifying investors and lenders, analyzing term sheets, due diligence, negotiations of financial evidentiary documents, construction to final completion, and ongoing operations of the project. Ms. Chan has extensive involvement in various complex financings such as the Federal Housing Administration (FHA)/U.S. Department of Housing and Urban Development (HUD), Freddie Mac, Fannie Mae, tax-exempt, bonds, Federal Home Loan Bank, HUD's HOME Investment Partnerships Program, Community Development Block Grant CDBG, and other Public Housing Authority (PHA)/HUD financing tools.

Over the past 10 years at Integral, Ms. Chan has been primarily involved in FHA/HUD Section 221(d)(4), 223(a)(7), and 223(f) financings for new construction, rehabilitation, and refinance. These include over 30 transactions with more than \$100M in debt volume. Prior to joining Integral, Ms. Chan acquired over eight years of experience in accounting, tax, and real estate consulting. At the accounting firm Reznick Group, P.C., Ms. Chan served as a senior tax accountant and later as a real estate consulting manager, coordinating due diligence on several large portfolios with equity investment. She has a background in Section 42 low-income housing tax credits and Section 47 rehabilitation tax credits. In addition, she has specialized knowledge in HUD's Mixed Finance Program, Intermediary Relending Program (IRP) decoupling, tax-exempt bond tests such as the 95/5 requirement and 50% test, Section 704(b), and Section 708 technical termination. Ms. Chan earned a Bachelor of Administration degree in accounting from Georgia State University. She is affiliated with the Georgia Women's Affordable Housing Network.

Integral

Regional Experts in Mixed-Use, Mixed-Income Places



Jordan Jones

Project Manager &
Development Executive

Jordan Jones is the Lead Developer for Integral Carolinas, including serving as the Project Manager for Tribute Rising (\$240 million redevelopment of similar public housing community). He has 15 years of experience in commercial real estate development and community economic development and is responsible for execution of multi-component real estate development projects from conception through stabilization.

Within the last 12 months, Mr. Jones has also successfully managed the financing closings of two mixed-income, mixed-finance developments in Atlanta, GA. Despite the market challenges, Mr. Jones managed multiple financing partners to creatively solve the financing challenges these developments had faced.

Prior to joining The Integral Group, Mr. Jones led his own development company, Anchor & Pillar, completing more than \$145M of assets utilizing creative financing structures and public private partnerships. He also worked as a Development Advisor for the Development Finance Initiative at the University of North Carolina School of Government where he advised local governments across North Carolina on affordable housing, downtown revitalization, and public private partnerships.

Mr. Jones completed his undergraduate studies at Wake Forest University in Business and Enterprise Management. He earned a dual master's degree from the University of North Carolina in Public Administration and City and Regional Planning. He is a board member of Curamericas Global, a health services and education organization, and of the Cool Spring Downtown District Inc., a nonprofit corporation supporting arts and entertainment in downtown Fayetteville, NC.



Brian Rackley

Director of Design &
Construction Management

Brian Rackley serves as the Director of Design and Construction Management for the Development Division of The Integral Group, LLC (Integral). Mr. Rackley oversees the Architectural and Civil Engineering Design teams, the general contractors, and multiple construction management firms as part of his position to implement the scope of work.

Mr. Rackley has over 15 years of experience overseeing all phases of multimillion-dollar construction projects including infrastructure, student housing, low and mixed-income, multi-family, independent senior, assisted living senior apartments, and retail projects for both public and private sector clients. Mr. Rackley has demonstrated excellence in risk mitigation in the pre-development process as well as risk management in the construction stages. With strong working relationships, his contributions have resulted in successful construction outcomes.

Prior to joining Integral, Mr. Rackley served as Project Superintendent and Field Superintendent for construction and building firms in Georgia and Alabama. Other highlights of his work include extensive rehab improvements, site improvements, utility relocations, and asbestos/mold abatement.



Adetayo [Ade] Sanusi

Vice President of Asset & Investment Management

Adetayo Sanusi is Vice President of Asset and Investment Management for The Integral Group, LLC (Integral) and a member of the Executive and Investment Committees. He is responsible for the asset and investment management activities for the development and operating assets in the company's real estate portfolio.

Mr. Sanusi is involved in the strategic direction and value enhancement of the company's stabilized mixed income multifamily portfolio as well as the underwriting, financing, deal structuring, due diligence and evaluation of Integral development opportunities. He has been involved in multiple real estate transactions valued at over \$500M. Prior to joining Integral in 2014, Mr. Sanusi worked for Forest City Realty Trust (now part of Brookfield Properties) for nine years in various capacities.

Mr. Sanusi earned his Bachelor of Science in Real Estate and Business Management from Obafemi Awolowo University in Nigeria and a Master of Business Administration in Finance and Real Estate from Cleveland State University in Ohio. He is a member of the Urban Land Institute (ULI), serves on the ULI Atlanta Livable Communities Council (LCC), and is an alumnus of the ULI Atlanta Center for Leadership.



Peter Cvelich

Investment Manager

Peter Cvelich is Investment Manager for the Asset & Investment Management group at The Integral Group, LLC (Integral). He is responsible for underwriting Integral's pipeline of mixed-income and mixed-use projects to inform planning, financing, and public partnership strategies. He has led real estate project execution through multiple stages including market research, program design, financial modeling, stakeholder engagement, financing negotiations, leasing negotiations, and construction monitoring. Peter has 10 years of experience in real estate and economic development. He focuses on creating and preserving spaces where community, culture, and commerce can embrace the unique histories of people and places.

Mr. Cvelich began his career with an international development consulting firm. Prior to joining Integral, served as owner's representative on \$23M of commercial redevelopments in downtown Durham, NC. He led underwriting for an Opportunity Zone fund making equity investments in \$320M of primarily multifamily anchored mixed-use new construction projects across the East Coast, and co-founded a coworking space building in Durham's revitalized Black Wall Street district.

Mr. Cvelich has also worked in tax credit syndication underwriting low-income housing, historic rehabilitation, and new markets tax credit transactions on behalf of equity investors. Mr. Cvelich earned a Master of Business Administration degree from the University of North Carolina Kenan-Flagler Business School and a master's degree in City and Regional Planning from University of North Carolina Chapel Hill.

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Shannon Judd

President of Integral
Property Management

Shannon Judd is the President of Integral Property Management where she oversees the Company's real estate portfolio of approximately 10,000 units spread across 48 countries in 13 states."

In 2020, Judd joined the company as Asset Manager in charge of Integral's expanding real estate portfolio. She oversaw the repositioning of Integral's LIHTC assets, facilitating investor exits, refinancing, and dispositions on over \$200M+ in real estate assets.

Prior to joining Integral, Judd served as PEMCO Limited's Assistant Vice President for Government and Financial Institutional Services for eleven years. During her tenure, Judd was responsible for the supervision and execution of numerous nationwide real estate service contracts for HUD, Fannie Mae, and GSA. She led PEMCO's expansion into the Northeast and Midwest standing up offices in Philadelphia, Pennsylvania and Denver, Colorado. In addition to her operational achievements at PEMCO, Judd utilized her platform to collaborate with Community Development and Non-Profit Organizations across Georgia to educate underserved communities on affordable homeownership.

Judd graduated Suma Cum Laude from Georgia State University with a Bachelor of Science.



Jamie McKee

Area Vice President -
Operations

Jamie McKee is the Vice President of Operations for Integral Property Management. With more than twenty years of experience in property management, Jamie has a demonstrated ability to deliver purposeful results and exceptional customer service to residents, partners, and investors. She is an analytical thinker who creates long term success and builds best in class teams. Her experience includes rehabilitation projects, new construction, LIHTC, RAD/ Section 810 blend, Bond, Project Based Section 8, HUD 811 PRA, conventional, and aged restricted communities.

Ms. McKee currently oversees a portfolio of mixed income multifamily, independent senior and commercial assets located in the metro Atlanta area, Savannah, Birmingham, and Huntsville, Alabama. She leads a team that consists of four Regional Managers and 18 Community Managers, expanding a portfolio of 40 entities.

Ms. McKee is a Certified Property Manager, Accredited Residential Manager, Specialist in Housing Credit Management, Certified Occupancy Specialist, and Housing Credit Certified Specialist. A native of Atlanta, Jamie believes in giving back to the community and has volunteered for various organizations including Big Brother, Big Sister of Metro Atlanta, Muscular Dystrophy Association, and the Atlanta Community Food Bank. Throughout her career, she has remained a member of the Institute of Real Estate Management and the Atlanta Apartment Association.



Tayani Odeleye

President and CEO,
Levanta Residential

Tayani Odeleye is the President & CEO of Levanta Residential, the singlefamily development affiliate of The Integral Group. The mission of this new company is to increase homeownership and wealth building in Black and brown communities using various approaches to products and services. One approach embraces new urbanism planning principles by developing singlefamily neighborhoods based on “missing middle” building solutions. Another creates a pool of new landlords and their rent-to-own purchasers, creating a regular flow of renters who transition to ownership.

Tayani most recently worked for the Atlanta Neighborhood Development Partnership, leading all real estate development and asset management functions for the company. The firm’s pipeline and portfolio included a wide mix of single-family and multifamily properties. She has a long history of managing diverse teams that include a core staff as well as an array of consultants and contractors who perform land acquisition, site analysis, design and engineering, construction, property rental and sales, and residentcentered activities.

Tayani is passionate about utilizing specialized financing tools from both the public and private sectors to create and preserve affordable housing in mixed income environments. She has a depth of experience in sourcing subsidy from local and national funding programs, and then combining these dollars with private capital to support impactful community development transactions.

She sees affordable housing initiatives as critical components of stable mixed income neighborhoods, especially in urban spaces with burgeoning gentrification.

SHARED GOALS

All members of the Development Team share the common goal of delivering first-class, transformative projects for all income levels while providing outstanding customer service to our clients with enhanced resident experience at the forefront. For over 30 years, Integral’s approach to collaborative teamwork has produced effective communication and results from a variety of team specialists to get the job done. Integral’s well-documented executive experience and support will be key to our successful team collaboration.

With decades of experience in all types of housing, we are excited to bring together innovative experts and thought leaders in their perspective fields. We are made of a diverse group of passionate individuals who make a conscious effort to implement an innovative housing approach. We are willing to push the envelope to remove barriers for holistically inclusive development to effectuate change in the community.

Integral, as Team Lead, is grateful for the expertise, experience, passion and creativity this team brings to the table. In the spirit of the collaboration, we will create a destination of choice where all individuals and families are proud to live, deliver excellent service and unforgettable experiences to all who enter the community and generate superior financial and quality of life returns.

Jordon Development Company + Jordon Construction Company



A **developer and contractor** with a mission to build transformative structures, people, and communities. Jordon Development Company is a fully integrated development firm that delivers projects backed by purpose to serve the community's people. JDC does this through integrity and high honor for our customers, partners, communities, and team members. We promise that we will consistently visualize, design, and develop for a better tomorrow in mind.

Jordon Construction Company LLC d/b/a Jordon Construction Company ("JCC") is an SBA 8(a) certified, HUBZone certified, minority-owned business specializing in commercial construction that entails private, public and government projects. JCC provides a wide range of construction services, as well as employs skilled contractors with experience in the specialties required to complete a variety of projects on-time and within budget.

Key Leadership

Visionary and Founder of JCC, James brings 22+ years of extensive experience leading thriving and successful businesses across an array of different industries and client bases. Creating and cultivating relationships sets him apart in the construction industry while delivering projects that meets and exceeds the client's expectations. His main responsibilities include establishing strategic relationships and opportunities, setting and managing company goals and ensuring the overall success of JCC and its clients.

MAIN ADDRESS

600 E North St Suite 200
Greenville, SC 29601

PRIMARY CONTACT

James Jordon
President
864.881.8093
jjordon@jcccontractors.com

Arcadia Hills Apartments – Greenville, SC

Arcadia Hills Apartments offers a diverse selection of residential units to cater to various needs and preferences. The range of housing options includes spacious one-bedroom, two-bedroom, and three-bedroom apartments, each thoughtfully laid out to maximize space and functionality. Whether seeking a cozy home for individuals or a larger residence for families, Arcadia Hills Apartments has the perfect fit.



Camperdown Apartments – Greenville, SC

This visionary project aims to redefine urban living by offering a vibrant and luxurious living experience within a dynamic mixed-use community. Developed by a renowned team of real estate experts, Camperdown Apartments promises to elevate the standards of modern living, combining sophisticated design, unparalleled amenities, and convenient access to the city’s cultural, dining, and recreational attractions.



The Alliance – Greenville, SC

The Alliance, an upcoming residential community in Greenville, SC, featuring multi-family apartments with ground floor commercial/retail space facing Laurens Road.

This development offers 112 residential units, including a mixture of studio, 1-bedroom, 2-bedroom, and 3-bedroom layouts, catering to various housing needs.

Approximately 6,000 SF of commercial space will face Laurens Road, providing opportunities for businesses to serve both residents and the community at large.



City Collective

Design Expertise in Architecture and Urban Design

City Collective is a holistic design studio offering **urban design, architecture, planning, architecture, and landscape architecture** services with a focus on the mixed-income, mixed-use residential districts. Our team brings an unparalleled level of residential design knowledge, along with the experience and enthusiasm to make this project a success story for the Charleston Housing Authority and Gadsden Green, and most importantly, provide quality housing for your future residents.

Master Planning & Urban Design Experts

City Collective's Urban Designers have earned a reputation for pioneering designs that realise great places throughout the world. Our practice is known for designing and managing Public Private Partnership projects from feasibility studies through completed construction – garnering generations of experience and aspirational design of the highest quality. Our urban designers and planners are inspired by the challenges of reinventing the world's cities for the 21st century – one 'Gadsden Green' at a time.

Mixed-Income, Mixed-Use Architects

City Collective understands the importance of architecture to successfully merge urban design thinking, architecture and interiors to create a truly holistic place and outcome. Our vast range of community, housing and retail projects make us highly qualified designers at multiple scales. Our emphasis on people centred design is reflective in our outcomes. Our understanding of user and clients requirements inspires creative thinking for new ways to design and occupy spaces bespoke to its users.

Trusted Partners in Housing

City Collective has established itself as a trusted partner for affordable housing developers and state agencies across the world. We understand the unique challenges faced during the delivery of these projects and tailor our services to meet these needs with precision and efficiency. By fostering strong relationships and maintaining open lines of communication, we ensure that each project aligns with the strategic goals and visions of our partners. Our holistic approach encompasses every phase of development, from initial planning and design to construction and project management, guaranteeing seamless execution and exceptional results. As a result, housing authorities consistently turn to City Collective for our expertise, dedication, and unwavering commitment to improving communities through innovative and sustainable housing solutions.

MAIN ADDRESS

223 S. Wilmington Street
Raleigh, NC 27601

PRIMARY CONTACT

Justin Kearnan
Managing Director
657.346.9132
jkearnan@city-collective.com

Tribute Rising – Durham, NC

Tribute Rising is a transformative affordable housing development in Durham, North Carolina, offering approximately 400-500 units across diverse housing typologies to meet the community's needs. Focused on fostering generational wealth and creating accessible homeownership, Tribute Rising provides affordable rental and ownership options through thoughtfully designed, accessible homes. The project is located just steps from downtown Durham and the historic Hayti neighborhood, tying a link between This vibrant neighborhood also includes community amenities and green spaces, cultivating a connected and supportive environment for Durham residents and supercharging the legacy of the Hayti neighborhood.



North Avenue Redevelopment – Atlanta, GA

North Avenue is a proposed redevelopment in the heart of Atlanta's midtown. Consisting of over 400 units across 4 key typologies, the North Avenue Redevelopment will provide affordable homes for both rent and ownership. The project capitalizes on unique missing middle typologies to create generational wealth and homeownership.

The redevelopment contains a mix of uses, including a medical clinic to fulfill a gap in the community, as well as retail and restaurant opportunities.



Ergo Living – Adelaide, SA

This project is a result of the Adelaide City Councils target for increased permanent residential population and affordable housing units within the City of Adelaide, through the redevelopment of its Stuart Street site into a mix of inner urban affordable and market-driven housing. This diverse development has 182 residential units with a mix of apartment typologies all offering a quality product to the market within a community orientated site, focusing on the resident amenity.



City Collective

Architects with a Legacy of Housing Projects



City Collective

Justin Kearnan, AIA
Managing Director

Qualifications:

M. Urban Design (UC Berkeley),
M. Arch (Wentworth Institute),
BS. Arch (Wentworth Institute)

Justin serves as Managing Director at City Collective, where his leadership and vision have shaped the global landscape of city-building. Clients say Justin's expertise uniquely spans the entire spectrum of design — from visionary city planning to the delivery of architecture through construction. He has a knack for realizing master plans into thriving places across the United States and around the globe, guiding numerous projects from conceptualization to completion and ensuring that each design not only meets but exceeds the aspirations of the communities it serves.

A champion of innovative, holistic city-building and a relentless advocate for creating vibrant, livable communities, Justin's expertise spans a wide range of project types and disciplines, with a particular focus on forging impactful Public-Private Partnerships. Communities tell the story that Justin's ability to navigate complexities at every scale — whether envisioning the intimate details of a neighborhood or orchestrating the expansive dynamics of cities and regions—is truly global.

With a background in urban design, city planning, architecture, development economics, and urban policy, Justin provokes all stakeholders in the urban ecosystem to approach city-making with a nuanced appreciation for interconnected challenges and opportunities. His extensive experience includes influential roles with some of the world's foremost urban innovators, such as SOM, Elkus Manfredi, LS3P and AECOM. Through his visionary leadership, Justin continues to inspire transformative solutions that mint remarkable places.

Recent relevant projects:

- Tribute Rising Phase 1, Durham, NC
- Morrison Station Master Plan, Charleston, SC¹
- The James, Durham, NC¹
- Junction, Raleigh, NC¹
- Chapanoke Housing, Raleigh, NC¹
- Woodville West, Adelaide, SA
- Bloom, Adelaide, SA
- Panorama, Adelaide, SA
- 7th & Tryon, Charlotte, NC²
- Sepia, Boston, MA³
- Ink Block, Boston, MA³
- Southbank, Jacksonville, FL³
- One Seaport, Boston, MA³
- The District, Burlington, MA³
- Boston Landing, Boston, MA³

1 - Project completed while at LS3P
2 - Project completed while at SOM
3 - Project completed while at Elkus Manfredi





City Collective

Steve Ramos, AIA Project Architect

Qualifications:

M. Arch (BS. Arch (University of Maryland),
BS. Arch (University of Maryland)

Steve Ramos is an Architect and Development Consultant in Charleston, South Carolina. Steve works on projects of various scales including hotels, multi-family residential and single-family residential design. Current projects include the 150-room Four Seasons Hotel in Charleston, an 86-room Fairfield Inn in Columbia, South Carolina, and the Charlee, a mixed-use development in Charleston.

Prior to hanging his shingle, for 14 years Steve worked with LS3P Associates in the Hotel and Multi-Family sectors. During that time Steve emerged as Charleston's top expert in entitlements and permitting. He led the efforts on notable projects such as: the 220-unit 511 Meeting Street Apartment Building, the 94-unit Skygarden Student Apartment Building, the 191-key Thompson Hotel known as 'The Flatiron,' the 131-key Moxy Hotel, and the 41-key Spectator Hotel.

His local expertise led him to be appointed as an alternate member of the Charleston Board of Architectural Review Large (BAR-L) in 2023. In 2024 Steve was hired to work on the 200-acre Magnolia Development to be in charge of the Magnolia Architectural Review Board.

Steve is a member of The Historic Charleston Foundation and The Preservation Society of Charleston. Steve loves living and working in downtown Charleston with his wife Danielle, daughter Vera, son Renzo and dog Buckminster.

Recent relevant projects:

- Magnolia Development, Charleston, SC (Magnolia Architectural Review Board Architect)
- 30 Isabella Street, Charleston, SC (Architect)
- 86 Cannon Inn Addition, Charleston, SC (Architect)
- The Thompson Hotel, Charleston, SC (Lead Exterior Architect)¹
- The Moxy Hotel, Charleston, SC (Lead Exterior Architect)¹
- The Spectator Hotel, Charleston, SC (Project Architect)¹
- 511 Meeting Street Apartments, Charleston, SC¹
- Tides IV Condominium Building, Mount Pleasant, SC¹

1- Project completed while at LS3P



SeamonWhiteside

Elevating Site Design



Seamon Whiteside [SW+] elevates site design through our commitment to our people, our clients, our plans, and our communities. SW+ is a full-service land design firm founded in 1985. SW+ provides comprehensive services tailored to the needs of each project for the purpose of facilitating the planning, design and construction.

Our Approach

With the goal of being the best design firm in the region, the SW+ leadership team continues to attract the brightest talent, each with a unique expertise in one of the many facets of land design. Now with offices in Mount Pleasant, Greenville, Summerville, and Spartanburg, SC as well as Charlotte, NC, SW+ inspires employees to stand behind its tagline, elevating the site design experience.

Rooted in Charleston

This is where it all began. When Landscape Architect Kenny Seamon & Civil Engineer Stuart Whiteside created a business partnership in 1985, the result was SW+, the only company in Charleston offering both services under one roof. This unique mix worked, and soon after, Landscape Architect Lee Gastley was hired. Together, they have bridged the difference in how how engineers and landscape architects visualize a project. SW+ approaches every plan from both points of view, working together with our Client to create a successfully integrated venture.

Commitment to Sustainability

We've worked hard to position SW+ as a leader of environmentally conscious, low-impact, advancements in engineering and site design. We blend Civil Engineering & Landscape Architecture to create holistic environments for people. We commit to keeping up with the evolving technologies of sustainability.

MAIN ADDRESS

501 Wando Park Blvd #200
Mt Pleasant, SC 29464

PRIMARY CONTACT

William O'Neal
Vice President | Principal Civil Engineer
843.884.1667
woneal@seamonwhiteside.com

Morrison Yard Mixed-Use – Charleston, SC

Morrison Yard is a mixed-use office, retail, and residential development unique in downtown Charleston. The project consists of three buildings. Two of the buildings front Morrison Drive, a 386-unit, 10-story apartment building with space for retail and office use and a 12-story, 148,000 SF office tower that also offers retail, restaurant, and event space. The third facility is a parking garage located behind the office tower that will serve residents, employees, and the public.



Meeting Street Manor – Charleston, SC

SW+ is working with the Charleston Housing Authority on the renovation of Meeting Street Manor, an historic affordable housing development on Meeting Street. This was built in 1936 by the US Public Works Agency and was the city's first housing development. The planned site improvements include upgrading existing drainage infrastructure, improving the pedestrian experience and accessibility, updating two existing playgrounds, incorporating new landscaping, and increasing parking opportunities.



Elan Midtown Mixed-Use – Charleston, SC

SW+ was commissioned to provide civil engineering services and streetscape design for the new Elan Midtown development in downtown Charleston. The mixed-use plan for Elan Midtown is a combination of 200 luxury apartment units, 6,000 SF of office space, and 7,000 SF of retail space.





EM Structural

Structural Powerhouses with Charleston Expertise

Since 2010, EM Structural has been providing Owners, Developers, Architects, and Contractors with exceptional structural engineering services for projects throughout the United States. With over 29 Registered Professional Engineers and licensure in 36 states, our team of experts provides unmatched structural conceptualization, design, and delivery for your unique project needs.

Experts in Multi-family and Mixed-Use

The EM Structural team has experience working across a broad range of vertical markets, with extensive experience in retail, mixed-use, and multi-family developments that include type I, II, III, and IV construction. With full-production regional offices and a nationwide footprint, our team has successfully completed projects of all sizes, ranging from minor renovations to largescale 57-story high-rises.

A Team-Based Approach

Our team-based approach, as well as continuous communication and collaboration with our clients, ensures that we thoroughly understand the project's goals and deliver a building that exceeds expectations. Additionally, our use of the latest software and technology, as well as our recruitment of bilingual staff, provides efficiency and quality from planning and schematic design through construction completion.

MAIN ADDRESS

741 Meeting Street
Charleston, SC 29403

PRIMARY CONTACT

Andrew Coletta
Senior Project Manager
843.203.8405
acoletta@emstructural.com

Morrison Yard – Charleston, SC

This \$112M project for owner Woodfield Investments, LLC, is part of the Morrison Yard development located along the Cooper River in Charleston, SC. This 10-story, 738,000 SF building will be a mix of retail, parking, and residential. Parking is located across the majority of the ground and second floors and is capped by a podium structure that supports the residential floors above surrounded by exterior amenity spaces. The foundation system is precast concrete piles with pile caps monolithic with the post-tensioned concrete slab on grade. The residential units at the North side are framed of flat post-tensioned concrete slabs with concrete special reinforced shear walls and columns. The residential units at the South side are wood framed with OSB shear walls and plywood diaphragms.



Williams Terrace Senior Housing – Charleston, SC

Williams Terrace Senior Housing is the first dedicated housing for low-income seniors in the City of Charleston, South Carolina. This spacious building provides 41 one-bedroom residential units, event spaces, sundeck, rooftop terrace and several community rooms.

The \$12M building features external circulation – deep porches that create opportunities for connection and are lined with exterior seating to encourage interaction among the residents. The building's units, porches, and rooftop terrace community room enjoy views across the new park toward the Charleston harbor.



275 Huger St. – Charleston, SC

275 Huger St. is a public housing rebuild including the demolition of 12 townhomes on the upper peninsula to make way for more affordable housing complexes.

Out of the 85 units in the complex, 12 will be specifically allocated for individuals with very low incomes utilizing housing vouchers. The majority of the remaining units will be reserved for individuals earning either less than 70% or 80% of the median income in the local area.



Barrett, Woodyard, and Associates

Professional Engineers across the Southeast



Our mission is to provide the highest quality mechanical and electrical engineering services in the fields of HVAC, plumbing, fire protection, process piping, lighting design, power distribution, automatic controls, energy management and life safety systems. BW&A strives to bring the **highest level possible of technical expertise, professional involvement and individual commitment to each project undertaken.**

A Custom, Project-Specific Approach

Our project approach emphasizes communication between all parties involved, coordination between architectural and engineering disciplines, quality control over finished construction documents and quick turn around of submittals and contractor questions. BW&A bases quality control on the daily, personal involvement of the partners and associates within each of our design studios. Each studio is project-specific and contains the electrical and mechanical engineers needed to conceptualize, design and implement a given project. Quality is further assured through weekly partners' meetings for review of ongoing projects, through our project-tracking database to track the progress and manpower affecting each project and through constant studio head and engineer commitment to communication. We welcome input and encourage face-to-face, periodic design review meetings as part of the quality control procedure.

A Priority on Sustainability

At BW&A, Sustainability isn't just a buzzword. It's fundamental and foundational in everything we do. We help reduce demand on natural resources with sustainable, efficient solutions. Net result: long-term cost savings and less impact on the environment. Together in collaboration with architects and owners, we design high performance buildings that make the most of every environment.

BIM and Revit-Saavy

BW&A utilizes cutting edge Revit MEP software for the design and construction documentation solutions for mechanical, electrical, and plumbing (MEP) systems engineering. At the heart of the Revit platform – the latest in Building Information Modeling (BIM) – is the Revit parametric change engine, which automatically coordinates changes made at any level of the planning process.

MAIN ADDRESS

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PRIMARY CONTACT

Chadwick M. Vickery
Principal Electrical Engineer, Partner
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CVickery@BarrettWoodyard.com

Tides IV Condominiums - Mount Pleasant, SC

The Tides IV Condominiums, completed in 2016, are a luxurious residential community located on Charleston Harbor in Mount Pleasant, South Carolina. This building is part of the Tides complex, positioned near the Ravenel Bridge, offering residents quick access to downtown Charleston, nearby beaches, and scenic waterfront views. Tides IV includes 54 high-end residences, each accessible via elevators that open directly into the units. Known for their expansive layouts, these condos feature open floor plans, reclaimed hardwood flooring, 9.5-foot ceilings, and large windows to highlight stunning marsh and harbor vistas.



Covenant Village Villa Apartments - Gastonia, NC

The Covenant Village Villa Apartments in Gastonia, North Carolina, are part of the Covenant Village Life Plan Community, which caters to senior adults by providing a continuum of care. This includes independent living in villa-style apartments and cottages, as well as access to higher levels of care if needed. The villa apartments are designed for comfort and security, featuring emergency call systems, spacious layouts, and amenities like private baths, large closets, and fire-resistant construction. Residents enjoy a maintenance-free lifestyle with services that cover housekeeping, security, and utilities like cable and internet, allowing them to focus on enjoying their community.



Kiawah Condos - Charleston, SC

Barrett, Woodyard, and Associates is providing MEP services to Kiawah Condos, located just outside Charleston on Kiawah Island. This project highlights sustainability at work, wrapping the development around natural features and stormwater systems.



Bihl Engineering

Efficient and Integrated Transportation Services



Bihl Engineering provides transportation planning and engineering services of widely varying scopes to public and private clients nationwide. Whether our client is a small developer or a federal agency we provide exceptional attention to detail and expertise.

Transportation and Traffic Consulting

Bihl Engineering is a boutique firm specializing in full service transportation engineering consulting and traffic studies. That's what we do, but it's how we create value for our clients that sets us apart. We understand better than anyone that traffic and transportation is more than efficiently moving cars from place to place. A successful project of any size may require local or regional economic, political, and environmental considerations be taken into account. Alternative transportation methods such as bicycle or pedestrian options may need to be considered. All these aspects are thoughtfully combined with technical analysis and expertise to provide the best platform for success both for the client and the community.

Experts in Municipal Work

Communication with the public, government agencies, and other interested parties is critical over the course of a successful project, and we take pride in helping our clients manage these requirements. Whether for design traffic analyses for new or improved corridors, traffic studies for development, alternative transportation analyses, or guidance on local and regional transportation issues, we will provide unparalleled professional service.

Bihl Engineering is a woman owned business certified as a DBE by the State of South Carolina through the South Carolina Unified Certification Program (SCUCP). Bihl Engineering is also a certified DBE in Georgia and Florida.

MAIN ADDRESS

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PRIMARY CONTACT

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Charleston County Interchange Improvements Charleston, SC

As the traffic engineer for the project, Bihl Engineering, tasks include data collection, development of future traffic volumes, transportation analysis, review of project alternatives and reporting. Specifically, 25 intersection counts, and 14 roadway counts were analyzed for the project and AM, Midday, PM, and Saturday peak hour analyses were performed. Crash history along the corridor was also analyzed and hot spots and trends were identified along the corridor. Future year traffic volumes were developed for Segment A and the Segment A interchange alternatives were studied for the future year (2023 and 2043) conditions with and without the Mark Clark Extension.



Charleston County Road Safety Audit (RSA) Charleston, SC

We performed RSAs for the intersections of Fort Johnson Rd. at Camp Rd. and Fort Johnson Rd. at Secessionville Rd. that included a multi-disciplinary team from Charleston County, the Town of James Island, the City of Charleston, and SCDOT. Transportation tasks performed included traffic data collection, traffic and crash data analysis and capacity analyses. Bihl Engineering also developed the short-term, mid-term, and long-term recommendations and identified the responsible parties.



Nexton Mixed-Use Development Summerville County, SC

Jennifer has performed transportation related services for the Nexton development since 2009, including transportation planning and engineering services applying national, SCDOT and Berkeley County methodologies and standards to the project plan. Based on the details of the development plan, we review the projected overall conditions of the area roadways and intersections. In addition, we perform the detailed analysis for each area as it develops reviewing key intersections and roadways within the development area. In this analysis we identify the projected future operations and identify any transportation related improvements.



Ori

Maximizing Space through Innovative Design



Ori is a robotics and architecture company that creates Expandable Apartments. As cities attract more people, living spaces become smaller and more expensive. The result: less desirable spaces, with less room for everything and everyone. Ori represents a new movement in urban living that invites people to rethink this reality — letting people live where they want, without sacrificing the space and functionality they need.

The ORI Difference

Ori set out to create a new movement in urban living. Our goal is to empower people to live where they want, without sacrificing the space and functionality they need. Spaces should expand and adapt to our lives, not the other way around.

Ori has delivered over 1,300 Expandable Apartments in 49 buildings and 30+ cities across the United States and Canada since 2015. These numbers continue to grow with another 3,500+ more Expandable Apartments in 25+ new cities and 60+ new buildings under contract to deliver by 2026.

Sustainability Considerations

By doing more with less space, we can bring the same or better experience to a smaller footprint. Using healthier materials (and less of them), we can greatly reduce the carbon footprint of each resident. Expanding that efficiency to the floor level, we are able to create many more homes on a floor than before. All of this is done without losing the flexibility and function in a traditionally larger square footage. This encourages and incentivizes developers to create more, quality houses that are more energy efficient, a critical step in easing the housing crisis.

In turn, we create buildings that house the same number of people with a drastic reduction of CO2 emissions across diverse measures. At Ori, we are committed to developing solutions that simultaneously address the housing and climate crisis - we do more, and do it smarter, with less space.

Ori is also backed by some of the most renowned corporations in the world: Google, IKEA, Sumitomo, and Khosla Ventures.

MAIN ADDRESS

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PRIMARY CONTACT

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Manager - Multifamily Development
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Coho - Fort Worth, TX

Ground-up project in up-and-coming trendy arts district attracting diverse demographic, including healthcare workers at nearby hospitals. Site was inherited by a development team new to the area. Zoning and entitlement approvals limiting the size of the project would have made the investment unprofitable. Ori helped redesign the floor plans to accommodate more units in a smaller building footprint.

DEVELOPER: Watermark Equity

BUILDING WEBSITE: <https://www.cohofw.com/>

ORI WEBSITE LISTING: <https://www.oriliving.com/listings/coho-215>

UNIT TYPE: Expandable Studio w/ Pocket Studio



The Greenpoint - Brooklyn, NY

Stabilized Class A waterfront building turned to Ori to push through the final lease-up of its studio apartments.

DEVELOPER: Mack Real Estate Group

BUILDING WEBSITE: <https://thegreenpoint.nyc/p/ori/>

ORI WEBSITE LISTING:

<https://www.oriliving.com/listings/the-greenpoint-2708>

UNIT TYPE: Expandable & Semi Furnished Studio w/ Cloud Bed Sofa



Sienna - Austin, TX

Mixed use development at the nexus of downtown and Austin's entertainment district, offering immediate access to the best shopping, dining and entertainment.

DEVELOPER: Magellan

BUILDING WEBSITE: <https://rentsienna.com/floor-plans/>

ORI WEBSITE LISTING: <https://www.oriliving.com/listings/sienna-2213>

UNIT TYPE: Expandable 1B w/ Pocket Office



Southern Energy Management

Sustainable Design for Greener Futures



Since 2001, Southern Energy Management (SEM) has been committed to improving the way the world produces and uses energy. Our team of over 180 building science and solar experts enjoys working with project teams to help them understand and implement energy efficiency and green building practices.

At SEM, our teams bring a wide range of sustainability knowledge to the table. Our Multifamily and Commercial team provides consulting, data reporting, energy modeling, inspections, testing, and third-party verification for green building certification programs. Our Commercial Solar team can then evaluate your project for solar with a feasibility study and complete the entire process, from design to installation, if solar is the right fit for you.

Collaborative Design

From the moment we become involved in a project, our team follows a proven process, established over 23 years of experience, to ensure that your project meets its energy and sustainability goals. We begin with a thorough review and consultation early in the design phase to identify objectives, meet the project team, and help guide the overall design. Once your project is completed, we can help you highlight its efficiencies by creating a sustainability report that can serve as a marketing piece or an ESG (Environmental, Social, Governance) tool for investors. This report can be a one-time document or updated annually, depending on the needs of the project.

We can also use energy modeling to inform the best choices and calculate the return on investment to integrate energy-efficient features, including on-site power generation.

Experience

Headquartered in Raleigh, North Carolina, since 2001, we have built great long-term relationships with developers, architects, and general contractors within our community and across the country. Some of our partners have worked with us for over 15 years. Building positive, lasting relationships is something we take pride in, and we look forward to building that relationship with you.

Regardless of the type of building—whether it's a commercial structure, market-rate or affordable housing, retrofits and renovations, or residential projects (multifamily or single-family)—we are here to meet your energy efficiency and solar needs. So far, SEM has certified 629 multifamily and commercial projects nationwide and installed 3,500 solar systems across North Carolina.

NOVEL University Place - Charlotte, NC

NOVEL University Place was a collaboration between our multifamily energy efficiency and commercial solar teams. This project is truly sustainable, pursuing both a green building (NGBS Silver) and healthy building (Fitwel) program while also offsetting their common space energy usage with a 58.05 kW solar system. The project offers 300 units.



The Lawson of Knightdale - Knightdale, NC

This 62+ active senior community in Knightdale, NC consists of 101 units that met NGBS Bronze level certification. In addition to a green building certification, this project also installed a 143.76 kW solar system to offset their common space electricity.



Fire Station #1 - Morrisville, NC

SEM's first solar project with Town of Morrisville (after previously working with Durham Highway Fire Department). After the project was completed, we held educational events for local students at Morrisville Fire Station #1.



Insight Group

Charleston's Leaders in Geotechnical Investigation



Insight Group has performed multiple geotechnical investigations across Charleston's peninsula over the past 5 years. Each of our senior geotechnical engineers have 20+ years of experience working in downtown Charleston. They understand the unique geology and the construction risks such as settlement from uncontrolled fill over old marsh deposits, as well as seismic risk from underlying loose sands that may liquefy during an earthquake. These engineers also understand the methods to overcome these risks in a cost effective and constructable way.



The Refinery - Charleston, SC

The Refinery is a three-story, 47,000 square foot building. Insight Group provided the geotechnical investigation along with the environmental work for the project. This included the Environmental Phase 1 and subsequent Brownfield Voluntary Cleanup. As the project moved to construction, Insight Group provided the Material Testing and Chapter 17 inspections for piles, soils, concrete, rebar, and structural steel. Our scope also included environmental oversight on this contaminated parcel. It clearly demonstrates Insight Group's versatile testing capabilities and environmental management.



Morrison Yard - Charleston, SC

Morrison Yard is a prominent development including a 12 story office building and residence buildings near the base of the Ravenel Bridge. Insight Group provided the geotechnical investigation and designed the foundation system for the building. Insight Group provided support during the construction program including Chapter 1 & 17 inspections.



Reg Christopher
Founding Partner

Reg Christopher, P.E. is Insight Group's founding Partner and a graduate of The Citadel with a Bachelor of Science degree in Civil Engineering and a Master of Science degree received in Project Management and Leadership in 2014. Throughout his career, Reg has focused on the design and construction aspects of earthwork and pavements. Working with lowcountry soils for over 30 years, Reg's acumen for earthwork constructability is exceptional. He understands the risks soft soils present and efficient means to overcome them.



Stacy Spriggs
Leader of Environmental
Department

Stacy Spriggs, leading Insight Group's Environmental Department, manages Environmental Phase 1 and 2 Site Assessments, Wetland Delineations, Lead and Asbestos Surveys, and Endangered Species Surveys. With over 20 years of environmental expertise, she navigates federal, state, and local government realms adeptly. Previously, at the Berkeley County Planning Department, Stacy cultivated ties with local governments, honing skills in wetlands delineation, environmental assessments, endangered species evaluations, and zoning and land development regulations.



Matt Silverston
Partner at Insight Group

Matt Silverston, P.E. is a Partner at Insight Group and will be the Geotechnical Point of Contact for this contract. Matt serves in a similar capacity for our larger projects or On-Call contracts. These range from SCDOT On-Call Geotechnical Engineering Services, SCDOT On-Call Pavement Design and Evaluation Services, SCDOT On-Call Structure Foundation Testing, SC Ports Authority On-Call Geotechnical, Environmental and Testing Services, Charleston County School District On-Call Geotechnical and testing Services and Norfolk Southern Railroad On-Call Geotechnical Services. With over 27 years of experience in the Lowcountry, Matt has an excellent understanding of the subsurface conditions across the peninsula ranging from the Battery to the Skate Park. He has overcome soft soil issues that are prevalent on the old fill areas found at the edges of the peninsula to designing deep foundation systems that have been used at MUSC, Majestic Square, 100 Calhoun Street and many others across downtown Charleston. He is also engaged during construction, not just with QA/QC but also monitoring construction vibrations and the effects of construction on nearby historic structures. He has provided these services at 535 King Street, Phases 1-4 of the Low Battery Reconstruction, 32 Laurens Street with multiple upcoming projects.



Bryan Shiver
Partner at Insight Group

Bryan Shiver, P.E. is a Partner at Insight Group and will serve as a Senior Geotechnical Engineer. He has over 15 years of geotechnical experience in downtown Charleston and across South Carolina. Bryan is also currently the Geotechnical Engineer of Record for one of the largest economic development projects in the state of South Carolina and located in the Lowcountry. Bryan is a member of EERI, ASCE, NSPE and the Civil Engineers Club and was recently elected to the ACEC Board of Directors. He understands the design requirements for buildings in downtown Charleston and works regularly with structural engineers to efficiently design the foundation systems. He worked with the design team for the nearby Morrison Yard to provide an efficient foundation system for a site with poor underlying soils. Bryan has also provided the geotechnical design for several of downtown's underground parking systems, which can be challenging with the areas high groundwater table, high seismicity and poor soils.

Terracon

Environmental Planning + Historic Preservation



Terracon is a one-stop resource for all your facilities challenges. We serve public and private clients on all types and sizes of properties to optimize building performance and efficiency. Through our national network of offices, Terracon can mobilize quickly to develop a customized approach addressing multiple issues at a single building or a portfolio of hundreds of facilities in different locations.

Terracon's historic preservation staff offers a comprehensive approach to the conservation, documentation, evaluation, rehabilitation, and restoration of a wide range of historic resources. Regardless of the age, size, location, or condition of a historic resource, Terracon is equipped to expertly design an effective and sensitive strategy for its treatment. Our staff includes professionals who are certified by the Secretary of the Interior in architecture, architectural history, and historic architecture. Terracon can assist both public and private property owners nationwide in maintaining their historic buildings. We regularly apply the Secretary of the Interior's Standards to evaluate and treat historic properties and resources, conducting thorough research into the history of each resource to determine the best approach for its preservation.

Historic Restoration & Preservation

- Historic structure reports
- Historic condition assessments
- Window surveys and treatment plans
- Building enclosure assessments
- Repair and rehabilitation design
- Construction documents and administration
- Building relocation treatment plans
- Facade ordinance assessment and compliance
- Leak investigation and treatment
- Historic materials consulting
- LiDAR scans and drone photography
- Cemetery condition assessments, mapping, preservation plans, and restoration

Cultural Resource Assessment

- Sections 106 and 110 compliance
- Historic resources and district survey
- Historic context statements
- Historic American Building Surveys (HABS)
- Cultural landscape surveys, inventories, and evaluations
- Interpretive master plans
- Literature and archival research
- Adaptive reuse and economic feasibility studies
- NEPA compliance
- National Register nominations
- Design Guidelines
- Tax credit applications

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padavenport@terracon.com



Arnall Golden Gregory

Experts in Affordable Housing Transactions

With offices in Atlanta and Washington D.C. and more than 180 attorneys, Arnall Golden Gregory LLP (AGG) clients appreciate that the company serves as an extension of their in-house leadership and capabilities to help anticipate and respond to opportunities and threats, comply with ever-growing complex regulatory requirements, and continuously invest to know their legal and business priorities.

Since 1949, AGG has been a solutions partner that subscribes to the belief “not if, but how.” As a representation of AGG’s commitment to this belief, in 2016, the firm entered the ranks of the nation’s largest 200 law firms, as recognized by its entry into The American Lawyer magazine’s “Am Law 200” ranking.

AGG’s affordable housing attorneys have extensive experience with all United States Department of Housing and Urban Development (“HUD”) assisted housing, insurance, and direct loan programs. AGG represents public and private entities across the nation, including North Carolina, South Carolina, Georgia, Florida, Alabama, Tennessee, Texas, Colorado and California. AGG’s Affordable Housing team is a recognized leader in the industry. AGG attorneys have previously represented several public housing authorities in connection with high profile public housing revitalization communities.

Affordable & Mixed-Income Housing

The AGG team has over a century of combined experience with solving issues related to affordable and mixed-income housing development. AGG’s Affordable Housing team represents for-

profit and non-profit developers, public housing authorities, equity investors, and lenders in a variety of affordable and conventional housing transactions. AGG is well-versed in affordable housing programs for low-income households and has supported both private developers and public housing authorities in connection with HUD’s Rental Assistance Demonstration program, Choice Neighborhoods Initiative, Section 8 and Housing Choice Voucher rental assistance programs, and Section 18 demolition and/or dispositions. In addition, AGG attorneys have experience in structuring and closing transactions financed with federal and state low-income housing tax credits (“LIHTC”), historic tax credits, new markets tax credits, tax-exempt bonds, HOPE VI funds, RHF funds, HOME funds, CDBG funds, AHP, FHA/HUD and other subsidized and conventional sources of financing.

Charleston Experience

While AGG has worked previously in Charleston, AGG and the Development Team will bring on local counsel that is strongly experienced with the City’s permitting and land-use processes to support these processes. This local counsel will work closely with the Development Team to support the permitting and land-use processes.

Ground Leases

AGG has years of experience structuring and negotiating ground leases, particularly with public housing authorities. AGG has drafted and negotiated dozens of ground leases for Integral financed with and without LIHTC equity.

Arnall Golden Gregory
helps **aspiring public
and private entities** with
**growing and protecting
hard-earned assets.**



**Arnall
Golden
Gregory LLP**

Jonathan E. Eady
Managing Partner

Jonathan is Arnall Golden Gregory's managing partner and a partner in the Real Estate practice. Jonathan maintains a prolific practice counseling business and real estate clients as they make important financing, investment, acquisition, development, and operational decisions. He is a member of the Healthcare Real Estate, Housing, and Logistics & Transportation industry teams.

Clients select Jonathan for his expansive knowledge of joint ventures, asset purchases and sales, mergers, entity governance, commercial agreements, leases, workouts, capital restructurings, and numerous types of debt and equity financing. Developers, owners, and investors count on Jonathan's steady counsel through all phases of the real estate development process. His guidance in structuring operating and investment entities and negotiating complex joint venture agreements is crucial to the success of their projects. Jonathan also represents private developers of mixed-use urban redevelopment transactions. He regularly assists clients with transactions involving public-private partnerships, low-income housing tax credits, and many other subsidized financing structures. Professionals involved in the real estate, healthcare, and global supply chain and logistics industries look to Jonathan's guidance in planning, structuring, negotiating, and consummating a wide range of transactions.



**Arnall
Golden
Gregory LLP**

Daniel J. Bradfield
Partner

Dan is a partner and co-chair of the Real Estate practice group. He is also a member of the Affordable Housing, Industrial & Warehouse, Office, and Retail industry teams. With a nationwide practice, Dan assists developers, landlords, and tenants with the investment and development of major commercial real estate projects. Clients appreciate Dan's responsive style and comprehensive legal knowledge. He handles acquisitions, dispositions, development, financing, and leasing of commercial real estate deals spanning multi-family, office, hotel, retail, industrial, and mixed-use properties. Many of these projects include affordable housing and community development components.

Dan is well-versed in creating joint venture organizational structures in real estate development. He also drafts and negotiates joint venture partnership agreements and complex financing arrangements. When working with his clients, Dan provides realistic business advice, drawing upon his background as an operations manager for Bank of America and a facilities manager of a circuit board manufacturer. This practical approach is particularly helpful for clients who seek legal counsel surrounding the operation and financing of commercial real estate projects. To round out his practice, Dan has considerable experience drafting and negotiating construction contracts for projects of all sizes.

04 Proposed Roles and Key Business Terms





Proposed Roles + Key Business Terms: Success through Partnership

Through its more than **30 years of experience in developing mixed-income communities**, mostly in partnerships with public housing authorities, Integral has learned that the **most successful projects are executed through partnerships**.

Through its more than 30 years of experience in developing mixed-income communities, mostly in partnerships with public housing authorities, Integral has learned that the most successful projects are executed through partnerships. Integral's interest in the Gadsden Green RFQ opportunity is solely one as a Development Partner in partnership with CHA, the City of Charleston, and other key partners that will be required. All partners bring complementary capacities, experiences, and tools that are required to ensure the successful redevelopment of Gadsden Green.

Integral agrees with all the RFQ's identified Development Partner's responsibilities (as identified in Section 32 through Section 35 on pages 14 through 17) as well as CHA's identified Role [Section 36 on Page 18].

Housing Lead

Integral has served as the Housing Lead or Co-Lead on 16 successfully awarded CN and HOPE VI applications. Through this experience and the more than 10,000 mixed-income housing units Integral has developed across the United States, Integral is highly confident in serving as CHA's Development Partner as the Housing Lead. Integral recognizes the role of the Housing Lead as one of a collaborative partner with CHA, the City, the other CN partners, and Gadsden Green's residents. Overall, Integral will primarily be focused on ensuring that the proposed redevelopment plan is approved, financed, and implemented on schedule and within budget.

As the Housing Lead, Integral will work closely with CHA to evaluate different approaches to deliver replacement housing. CHA will make the final decision about how the replacement housing will be delivered, whether utilizing Low-Income Housing Tax Credits (LIHTC) or without LIHTC.

Further, if CHA is interested, Integral recommends CHA explore a potential for-sale component of the development. Integral's for-sale affiliate in Levanta Residential could offer a strategy for a mixed-income for-sale strategy that would price homes for affordable, attainable, and market-rate households. Any for-sale component would be a small piece of the overall development and could happen on-site or through an acquisition strategy of off-site, but adjacent residential units.

Regardless of how the replacement housing is delivered, Integral's key focus will be ensuring the housing strategy is holistic and that all of Gadsden Green is rebuilt with a mixed-income strategy. Integral's approach to mixed-income housing is to blend affordability (at or below 80% AMI), attainability (80% to 120% AMI), and market-rate housing across every floor of every building of every phase.

The only exception to this policy is the development of age-restricted housing that typically includes more affordability. Integral will defer to CHA about whether age-restricted housing will be preferable.

To ensure a holistic approach to mixed-income housing, Integral recommends CHA consider a housing strategy that does not utilize LIHTCs.

The reason why is redevelopment of Gadsden Green without LIHTCs will enable more density and therefore more attainable and market-rate housing on the site.

City Collective, Integral's master planning partner, completed a test fit of the redevelopment of Gadsden Green assuming a partial rezoning to MU-1 and the test fit identified a potential density of about 740 units. This test fit assumes all units are parked on-site instead of solely on the street as Gadsden Green is parked today.

With this increased density, the development could replace all the existing public housing units, unit for unit, while also introducing attainable and market-rate housing. Integral is confident that a non-LIHTC housing approach with a higher density that blends well into the neighborhood could generate a mixed-income blend of about 40% affordable, 10% attainable, and 50% market-rate.

This increased density approach though will require structured parking and likely some Type III construction. These construction approaches likely will generate too high of a financing gap for a LIHTC financing strategy. However, Integral is open to exploring this approach, if CHA desires.

To minimize a LIHTC financing gap, a development strategy with all surface parking and Type V construction will likely be required. City Collective's initial test fit for this approach will likely generate a density of about 300 units. Therefore, if the redevelopment of Gadsden Green included LIHTC and 100% replacement of the existing public housing, the redeveloped Gadsden Green would likely be about 88% affordable.

Another key component Integral recognizes it will need to prioritize early on are Gadsden Green's environmental injustices. Integral will work closely with CHA, the City of Charleston, and the residents to ensure the redevelopment of Gadsden Green can, as to the extent possible, recognize and repair these injustices. To support these efforts, Integral commits to hiring the right consultants to support this process.

For example, one member of Integral's proposed team is the Charleston-based Insight Group which has strong environmental experience adjacent to Gadsden Green.

Further, due to the age and location of Gadsden Green, the buildings could be considered eligible for the National Register of Historic Places. Therefore, the Section 106 reviews could treat these as historic properties even if they are not actually listed on the National Register. This means that the Section 106 determination will be that the demolition of these structures will constitute an adverse effect to historic properties. To manage this process to enable demolition, Integral has included Terracon as part of its team. Integral has previously worked with Terracon to manage the Section 106 process and obtain the necessary approvals.

Lastly, Integral recognizes that as CHA's potential Development Partner and Housing Lead, the development could include a very important non-residential component in the Charleston Development Academy. While the decision about whether to keep Charleston Development Academy on the site is solely CHA's, Integral is uniquely positioned to support CHA with this decision-making process. Integral has strong experience in integrating a new school into a CN/HOPE VI development, such as Centennial Academy at Centennial Place, the country's first HOPE VI development. Today, Egbert Perry, Integral's Chairman, still serves on Centennial Academy's Board of Directors.

CN Application

Integral has significant experience submitting CN applications in partnerships with public housing authorities. Of these applications, Integral's participation has led to 16 CN and HOPE VI awards. In 2023 in partnership with the Housing Authority of the Birmingham (AL) District, Integral served as the Housing Lead and helped manage this successfully awarded \$50 million CN application for the \$294 million redevelopment of the Smithfield, Graymont, and College Hills communities. Like CHA's strategy for Gadsden Green, Smithfield also submitted a CN Implementation application instead of first applying for a CN Planning application.

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Integral has learned how to work collaboratively with various partners and consultants on comprehensive CN applications through its participation in CN applications.

Integral is confident in its ability to support the FY 2024 CN application, and if needed again with the FY 2025 CN application.

Integral recommends that CHA consider hiring a CN Application Coordinator to lead the process. CN Applications are intensive and lengthy. In Integral's opinion, the hiring of a CN Application Coordinator should be considered a best practice.

CN Project

As CHA's Housing Lead, Integral will oversee and implement the redevelopment efforts. In partnership with CHA, Integral will assemble a team to provide the necessary capacity and expertise to execute the CN Project. An important component of the plan's implementation is regular communication with all partners and just as importantly, Gadsden Green's current residents. Integral will work closely with CHA to communicate regularly and include the Gadsden Green residents in implementing the project. Gadsden Green residents will not only have regular opportunities to provide feedback on the design of their new community but will also be a priority of Integral's Shared Prosperity Strategy of finding employment and business opportunities for the residents.

In leading the redevelopment efforts, Integral will develop and maintain quality control measures and development schedules. As the CN Project will be executed by multiple partners, quality control measures and schedules are required to ensure the redevelopment meets CHA's expectations.

As part of its role in serving as CHA's Housing Lead, Integral will collaborate with its legal partner, Arnall Golden and Gregory ("AGG"), to ensure the redevelopment of Gadsden Green complies with all applicable laws, rules, and regulations. AGG has served as Integral's lead corporate counsel for 30 years and specializes in complex redevelopment efforts like Gadsden Green.

Integral has selected City Collective to lead the master planning efforts and serve as the architect of record. The project team has a rich history of work in Charleston and the surrounding areas, and are prepared to deliver design work through construction that is efficient, high-quality, responsive to the needs of Gadsden Green's residents, and focused on sustainability and resiliency.

City Collective's team brings extensive experience working with the City and the Board of Architectural Review - in addition to a breadth of projects of similar scale and scope. Additionally, the firm has a robust affordable housing practice that will ensure the Plans and Specifications meet all local, State, and Federal permitting and regulatory requirements.

Financing

In Integral's opinion, one of the key tasks as the Housing Lead for the CN application is to provide CHA with financing strategy options to ensure each phase's long-term operating feasibility. While the traditional financing strategy for the redevelopment of older public housing communities is pursuing LIHTC, Integral will work with CHA to explore an alternative financing strategy for redevelopment without LIHTC. HUD does not require a LIHTC financing strategy for CN developments. In fact, Integral has experience developing CN without LIHTC.

Integral's design partner in City Collective has completed some initial massing studies to identify potential replacement density for Gadsden Green. Increasing the density of Gadsden Green is critical to [1] introduce attainability (80-120% AMI) on the site and [2] address Charleston's overall housing crisis through an increase in housing supply.

Through the initial massing study, Integral learned that the replacement density could be about 740 units. With this density potential, Integral anticipates that redeveloping the site without LIHTCs could be a better financing strategy. Advantages of this approach include:

- Introduce attainability,
- Enable higher density,
- Remove dependencies from working with the South Carolina Housing Finance and Development Authority (SC Housing), and
- Generate stronger financial proceeds for CHA.

With this said, as CHA's Housing Lead, CHA retains the right to finalize the financing structure. Integral has tremendous experience executing CN Projects with the LIHTC financing structure and is confident in its ability to execute this strategy for Gadsden Green as well.

When it is time to secure financing for the CN Project, Integral's Asset and Investment Management Team will oversee this process. Integral has a strong track record of closing on LIHTC and non-LIHTC financing. In 2023 alone, Integral closed on financing of six new development projects in Florida, Georgia, and Texas. As with each of these transactions, Integral leveraged public-private partnerships to ensure maximum leverage of scarce public funding. Integral will work closely with CHA to prepare all HUD Development Proposals as it always does on all its CN phases.

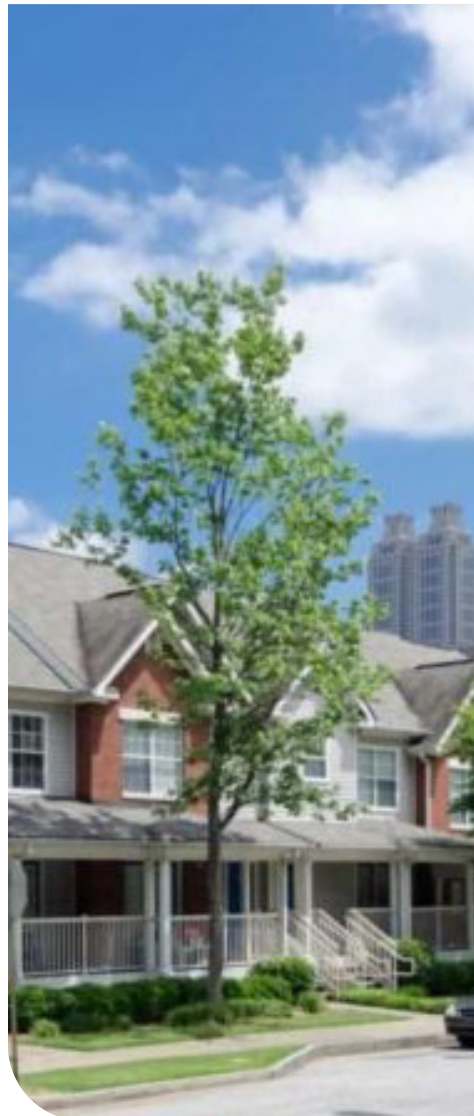
To provide financial guarantees, Integral established Integral Projects LLC in 2021 to serve as a guarantor entity to meet all guarantor obligations required by the lender, investors, and other applicable parties. Integral Projects does not engage in any business or real estate development activities but rather exists solely to hold assets to backstop those guarantees. As of December 31, 2023, Integral Projects had about \$4,800,000 in cash and holds ownership interest in a portfolio of 12 assets with a current valuation of about \$61,000,000. Upon request, Integral will provide Integral Projects financial statements for 2021, 2022, and 2023.

Integral has a highly functioning accounting team of nine that will provide all accounting services for each CN phase.

Construction

A critical component of the successful redevelopment of Gadsden Green is horizontal and vertical construction activities. Integral's Construction & Design Management Team, in partnership with CHA and our DBE/MBE/WBE and Section partners, will manage the selection of the General Contractor through a competitive process. In addition to pricing feedback, this competitive process will evaluate General Contractors on their successful DBE/MBE/WBE and Section 3 efforts along with sustainability experience. Integral will select its General Contractor early in the design process to ensure the General Contractor can provide design feedback and pricing throughout the process.

Integral will manage all construction, including site work, infrastructure construction, and vertical construction through the hiring of a third-party General Contractor. Integral's Construction & Design Management Department will oversee all construction, including regular on-site construction inspections.





Proposed Roles and Key Business Terms

KEY BUSINESS TERM	LIHTC FINANCING STRATEGY	NON-LIHTC FINANCING STRATEGY
Costs for Applying for CN Grant	Of the 16 CN and HOPE VI projects that Integral has been awarded, the Public Housing Authority funded all application costs. If CHA would like support in paying for these costs, Integral is open to a discussion.	
Pre-Development Costs	Availability of Pre-Development capital is important for successful CN Projects. One key reason why is as stated in the FY 2023 CN Implementation Notice of Funding Opportunity, HUD requires Awarded Projects to close on financing of their first phase within 15 months of an award. Integral will fund 100% of pre-development costs and, if needed and approved by CHA, even pre-development costs prior to a CN Award. However, if CHA does not receive a CN Award, CHA is responsible for 100% reimbursement of all third-party pre-development costs.	
Site Control	Land will be conveyed via long-term ground lease term of 99 years	
Right to Return	All original residents in good standing at the time of re-occupancy shall have a right to return with no additional screening criteria.	
Site Condition	Land conveyed 'as is,' but CHA is responsible for all remediation costs. Integral is responsible for all required demolition costs that will be included as Project Costs.	
Operating Subsidy	Integral proposes to redevelop Gadsden Green into a holistic mixed-income, mixed-use community that replaces each existing public housing unit, unit for unit. The density potential for each financing strategy will impact whether Integral can increase the number of affordable units targeting CHA residents (at or below 80% AMI) as well as introduce attainable housing units (80-120% AMI). From Integral's 30 years of developing holistic, mixed-income communities, Integral recommends no more than 35% of the units within Gadsden Green should be targeting households at or below 80% AMI. For each affordable unit (at or below 80% AMI), Integral requests CHA provide Project Based Vouchers (PBVs). CHA should work to maximize the rental subsidy of these PBVs with a target of 120% of Small Area Fair Market Rents.	
Real Estate Taxes	Integral is assuming that the combination of CHA's ownership interest and the income restrictions will provide the mechanism for expected property tax exemption for the redevelopment. CHA will work with the Charleston County Government Assessor's Office to obtain property tax exemption.	
Land Value (Acquisition)	Nominal lease payment due to expected financing gaps of each LIHTC phase. If CHA can secure necessary gap financing, Integral is open to each vertical project phase paying a capitalized ground lease payment based upon residual land value incorporating the affordable housing income restrictions. Payments made in three tranches: 50% at financial closing, 25% at construction completion, and 25% at occupancy stabilization of each vertical project.	Capitalized ground lease payment based upon residual land value incorporating the affordable housing income restrictions, with payments allocated pro rata to each vertical project phase. Developer is currently estimating the residual value could be about \$15,000 per residential unit. Payments made in three tranches: 50% at financial closing, 25% at construction completion, and 25% at occupancy stabilization of each vertical project.
Developer Fee	Integral will charge the maximum Developer Fee allowed by SC Housing. Integral anticipates that the developer fee for the LIHTC financing strategy will be less than the developer fee of a non-LIHTC financing strategy.	Integral will charge a commercially reasonable developer fee of 4% of total development costs.
Guarantees	Integral will provide all necessary and required guarantees to investor and lenders, such as completion, lease-up, stabilized occupancy, etc. CHA will not provide any guarantees typically required of developers by investor and lender.	
Financing	Integral is responsible for securing all financing necessary to complete project. CHA will assist in securing financing from City and other funders. Integral to solicit and select third party lenders and investors.	
Co-Developer	CHA will serve as Co-Developer. Due to the more intensive development scope of a CN Project, Integral proposes to receive 85% of the Developer Fee and CHA will receive 15% paid pari passu.	

KEY BUSINESS TERM	LIHTC FINANCING STRATEGY	NON-LIHTC FINANCING STRATEGY
Ownership Structure	Integral will serve as a Co-GP with CHA. CHA or its affiliate shall have the right to acquire the interest Integral or its affiliate pursuant to a purchase option and right of first offer and become the sole member or partner of Managing Member or General Partner of an Owner Entity following a seven (7) year period after the last placed in service date of all the buildings within a Phase, so long as the following conditions are satisfied: (i) CHA or its affiliate shall have obtained the prior written consent of the Investor(s) and any lenders providing financing for such Phase having a right to consent to such a transfer; (ii) CHA or its affiliate agrees to the pay fair market value, as agreed upon by the parties, of the General Partnership Interest; (iii) CHA or its affiliate assumes all outstanding guarantees relating to the Phase and/or the Owner Entity and/or any financing for the same, and the Integral and its affiliates are released from the same; and (iv) the balance of any fee due to Integral or its affiliates from an Owner Entity has been paid in full.	CHA and Integral will form a master developer entity to coordinate master planning of the project. The master developer will also have an interest in the General Partner (GP) of each vertical project, such % interest based on the value of the cash investment by the master developer, including consideration of predevelopment pursuit expenses on the vertical projects. The master developer will earn a promoted interest based on an equity return waterfall to be negotiated with the Limited Partner (LP) investors in the vertical project. CHA will earn 10% of the promoted interest, plus its pro rata share of any capital contributions to predevelopment expenses or additional cash equity investment in the GP.
Relocation & Support Services	While Integral will work with CHA to minimize the number of residents that need to be temporarily relocated, CHA will be responsible for the relocation required including counseling, scheduling, and moving services. If CHA is unable to secure necessary funds, Integral will provide development funds that will be included as Project Costs	
Environmental Review	Integral to conduct or obtain, as applicable, any necessary third-party environmental assessments necessary under the National Environmental Protection Act (NEPA) and 24 CFR Part 50 or Part 58, as applicable, and all other appropriate state and federal law environmental reviews necessary to implement the development plan.	
Development Budget & Schedule	CHA will retain approval rights to review and approve Development Budgets and Schedules.	
Site-Specific Plan Approvals	Final site-specific plans are subject to review and input from residents and community stakeholders, and review and approval from CHA Board of Commissioners.	
3rd Party & Affiliated Entities	All fees (whether earned by Integral, affiliated entities, or third parties) will meet market standards and HUD financing standards (as applicable) for General Contractor services, construction project management, property management, and asset management.	
Asset Management	CHA will maintain certain oversight and monitoring responsibilities, including enforcing the terms of its ground lease. To cover CHA's costs, CHA will earn 40% of the GP asset management fee, subject to negotiations with Project equity investors (typically 0.5% of effective gross income). Asset management fees will be paid pari passu, subject to cash flow availability after debt service and ground lease negotiations.	
Property Management	Integral Property Management will serve as the sole Property Manager and therefore will receive 100% of the market standard property management fee. The amount of the property management fee is dependent on the amount of density and affordability.	
Construction Monitor	Integral will be the sole Construction Monitor and therefore earn 100% of commercially reasonable fees for construction monitor services. These fees will be included in the Project budgets.	

05 Financial Capacity





Ideally Positioned for Financial Vitality

Integral is strongly positioned to provide more than sufficient financial capacity to serve as CHA's Development Partner for the CN project. Our more than **30-year track record of successful developments has generated this strong financial capacity.** From Integral's execution of 17 CN and HOPE VI master developments, Integral also has strong insight into the financial capacity required.

Currently, Integral has more than sufficient financial capacity to serve as CHA's Development Partner for this CN project as well as its entire pipeline of developments.

Integral finances its predevelopment activities through a \$7,250,000 line of credit with Stearns Bank, with whom Integral has a 20-year banking relationship. If CHA desires to review Integral's audited financials, Integral can make these financials available.

The following table provides a detailed Project Pipeline Summary for the next 12 months. The pipeline is broken down between projects expected to close and projects currently under construction.

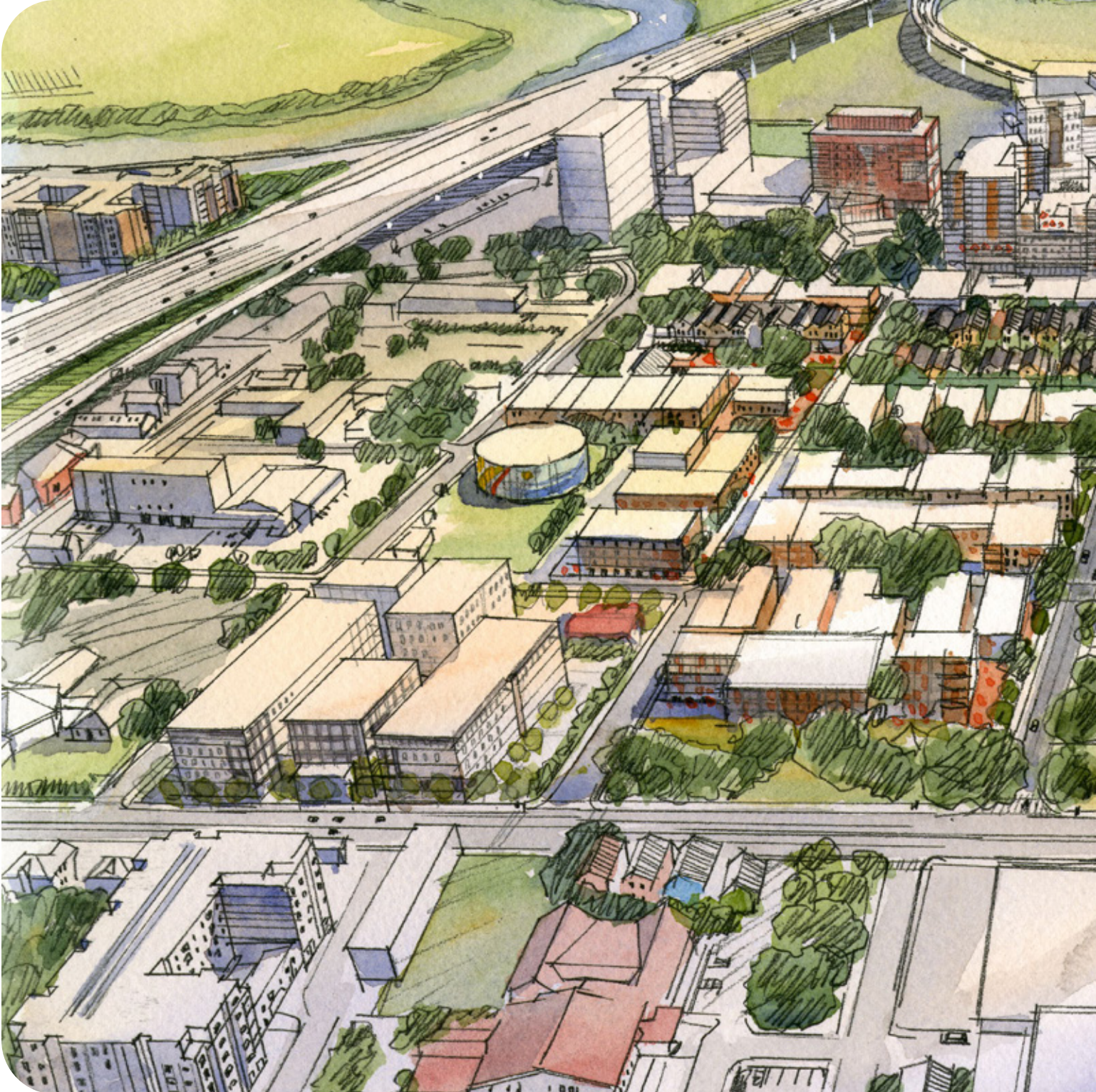
PREDEVELOPMENT	STAGE	LOCATION	TYPE	FINANCING	UNITS	TARGET CLOSING DATE	TOTAL DEVELOPMENT COST
Cypress at Ardendale II	Predev	Baton Rouge, LA	Senior Housing	LIHTC	70	Q4 2024	\$ 17,500,000
Towns at Scholars Landing	Predev	Atlanta, GA	Single Family	For-Sale	40	Q4 2024	\$ 13,800,000
Yaeger Plaza	Predev	Miami, FL	Mixed Income MF	LIHTC	135	Q1 2025	\$ 33,750,000
Veranda at Graymont	Predev	Birmingham, AL	Senior Housing	LIHTC	101	Q1 2025	\$ 28,000,000
Cypress at Ardendale III	Predev	Baton Rouge, LA	Mixed Income MF	LIHTC	135	Q1 2025	\$ 29,160,000
Carver Homeownership	Predev	Atlanta, GA	Single Family	Lot Development	223	Q1 2025	\$ 17,500,000
Ashley CollegeTown (rehab)	Predev	Atlanta, GA	Mixed Income MF	LIHTC	199	Q1 2025	\$ 49,750,000
Cypress at Ardendale - Phase IV	Predev	Baton Rouge, LA	Mixed Income MF	LIHTC	60	Q1 2025	\$ 15,000,000
EVIVA Uptown	Predev	Miami, FL	Mixed Income MF	Conventional	195	Q3 2025	\$ 68,600,000
EVIVA Auburn Pointe	Predev	Atlanta, GA	Mixed Income MF	Conventional	433	Q3 2025	\$ 125,570,000
Capitol Gateway (rehab)	Predev	Atlanta, GA	Mixed Income MF	Conventional	421	Q3 2025	\$ 42,100,000
Tribute Rising	Predev	Durham, NC	Mixed Income MF	Conventional	370	Q4 2025	\$ 110,000,000
One Peachtree	Predev	Atlanta, NC	Senior Housing	LIHTC	65	Q4 2025	\$ 26,500,000
Total in Predevelopment	13				2,447		\$ 577,230,000

UNDER CONSTRUCTION	STAGE	LOCATION	TYPE	FINANCING	UNITS	TARGET CLOSING DATE	TOTAL DEVELOPMENT COST
Ashley Scholars Landing II	Construction	Atlanta, GA	Mixed Income MF	LIHTC	212	Q2 2025	\$ 51,829,967
EVIVA Trinity Mills	Construction	Carrollton, TX (DFW)	Mixed Income MF	Conventional	436	Q4 2025	\$ 96,510,000
Villages at Carver I	Rehab	Atlanta, GA	Mixed Income MF	LIHTC	220	Q2 2025	\$ 45,902,391
Wellspring	Construction	Opa Locka, FL (Miami)	Senior Housing	LIHTC	99	Q2 2025	\$ 32,861,734
Cypress at Ardendale I	Construction	Baton Rouge, LA	Mixed Income MF	LIHTC	170	Q4 2025	\$ 38,667,450
The Simpson	Construction	Atlanta, GA	Mixed Income MF	LIHTC	139	Q3 2026	\$ 59,536,225
Total Under Construction	6				1,276		\$ 325,307,767

GRAND TOTAL	19				3,723		\$902,537,767
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06

DBE/MBE/WBE Experience and Participation Plans





DBE/MBE/WBE Experience and Participation Plans

From its **30-year track record of delivering transformative developments with a focus on Shared Prosperity**, Integral learned that DBE/MBE/WBE and Section 3 participation involves more than simply collecting and reporting data. These programs can only be successful when the Developer acts proactively with its entire team and partners to **understand the local barriers and opportunities to increase participation**.

We share the vision of CHA to invest in DBE/MBE/WBE and Section 3 businesses while producing not only superior development but also a sustainable economic impact on the community. To that end, our team will work diligently to achieve meaningful participation by underutilized businesses and to ensure maximum DBE/MBE/WBE and Section 3 participation within the Peninsula and greater Charleston community.

Assembled Team to Support DBE/MBE/WBE Participation

Integral has included a key Development Team partner to ensure it can meet and exceed its DBE/MBE/WBE target of 25% participation. Ms. Kenya Dunn is the local leader with extensive relationships with DBE/MBE/WBE firms, bringing the experience and best practices to our project

Kenya Dunn: Integral will look to engage the local entrepreneur Kenya Dunn to support its Shared Prosperity Plan. Ms. Dunn has emerged as a key leader within this space in Charleston and has formed key relationships. In June 2020, The Charleston Metro Chamber of Commerce named Ms. Dunn as their Executive Fellow of Diversity, Equity, and Inclusion. Ms. Dunn also serves as the Chair of the Tri-County Cradle to Career Collaborative. Integral will proactively engage Ms. Dunn to prepare for the upcoming business opportunities that will be created through Morrison Station.

DBE/MBE/WBE Participation Commitment

Integral is targeting a 25% M/WBE utilization. This goal is similar to Integral's 25% M/WBE utilization goal the vertical construction of its most recently delivered community Ashley Scholars Landing - Vine Street that exceeded its goal with 28% M/WBE utilization. Through the focus of M/WBE participation with JCC alongside the support of Ms. Dunn, Integral is confident it can meet this benchmark. Integral has a track record of meeting this 25% M/WBE utilization target and is confident with its team that it can do so.

Shared Prosperity of Gadsden Green's Residents

Integral's Shared Prosperity Plan also looks to the shared prosperity of its own tenants. Through a partnership with Esusu for Gadsden Green, Integral will help bridge the racial wealth gap by building the credit of its residents to enable their future participation in homeownership opportunities, the largest wealth generation tool in the United States. Esusu was built to create financial access for everyone. Esusu's rent reporting platform captures rental payment data and reports it to credit bureaus to boost credit scores. This allows renters to build and establish their credit scores while helping property owners mitigate against initiating eviction.

Impacts on CHA's Property Management Team

Integral also recognizes that as Public Housing Communities across the Country dispose of their communities via Section 18 and RAD, the associated property management employees could lose their employment. If CHA is interested, Integral Property Management will meet with displaced employees to discuss employment opportunities within the new development.

The Integral Collaborative

Integral has initiated an even deeper investment into underrepresented entities within the commercial real estate space by launching an initiative called "The Integral Collaborative". In effect, Integral is leveraging its collective development and finance expertise to assist the selected diverse developers involved in both real estate and infrastructure development to tackle the constraints they encounter as they grow their businesses.

Critical to the success of the Integral Collaborative is to be able to integrate both operational and execution assistance with timely access to capital to support the developers from the conception of their projects through predevelopment, construction, lease-up or sales, asset management, and disposition.

Historically, developers responding to large-scale RFQs have "checked the box" for M/WBE participation by using minority construction contractors (many times as a Joint Venture with a majority firm) and through the Section 3 fulfillment process. The Collaborative's vision seeks to form meaningful partnerships that actively support growing and/or local developers to perform transformative work in their communities – creating a continuum of opportunities and maximizing impact. The Collaborative initiatives, as a key component of Shared Prosperity, are rooted in Integral's foundational core values of collaboration, innovation, and excellence. We constantly make efforts to bring residents, businesses, and training vehicles together.

For Gadsden Green, Integral commits to partner with Jordon Development Company/Jordon Construction Company, a DBE/MBE/WBE partner. Integral is excited about the opportunity to expand its relationship with this firm.

07 Section 3 Plan





An Equitable Section 3 Strategy

Through its 30-year development track record, **Integral has improved its ability to provide employment and economic opportunities for Section 3 residents.** Integral has been able to implement a project-specific hiring program, **achieving more than a 15% hiring success rate** for Section 3 residents with a focus on hiring within the immediate surrounding project zip code.

Integral and its partners understand that Gadsden Green is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (Section 3 requirements). 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. Similar to DBE/MBE/WBE strategies, Integral has decades of experience delivering successful Section 3 efforts.

Through its 30-year development track record, Integral has improved its ability to provide employment and economic opportunities for Section 3 residents. Integral has been able to implement a project-specific hiring program, achieving more than a 15% hiring success rate for Section 3 residents with a focus on hiring within the immediate surrounding project zip code.

Section 3 Hiring Practices

Integral facilitates a program of seamless interaction between the design team, construction, community support services, operations/management, and the community and economic development processes in its approach to achieving Section 3 project goals. Management of the Section 3 hiring process is committed to not only meeting the direct hiring goals for the project but also creating meaningful job opportunities for community residents. This approach includes, but is not limited to the following:

Identification and Orientation: Integral leverages its community relationships to facilitate the identification, professional education, and hiring of community members. Recognizing the importance of leveraging the relationship with community partners, Integral deploys a robust outreach and education program to ensure the successful implementation of Section 3 hiring programs.

Educational and Growth Opportunities: Integral believes that a successful Section 3 program is one that also provides learning experiences through job site tours and lectures to high school students enrolled in construction career studies and by providing intern opportunities in construction and property management for local area students during the school breaks.

Integral is proposing the following programmatic goals that will be reviewed, discussed, and amended with feedback from CHA to meet and exceed Section 3 hiring requirements, resident employment rates, and DBE/MBE/WBE participation levels:

01 ACTIVE RESIDENT ENGAGEMENT

in the planning and design process(es).

02 LOCAL RESIDENT EMPLOYMENT throughout project phases including pre-construction, construction, and operations/maintenance.

03 EMPLOYMENT TARGETS include local community hires in both skilled and unskilled trade positions. The identification of individuals who demonstrate the attitude and aptitude for the skills required to perform well in construction industry and operations/maintenance positions is followed by programmatic assistance to ensure placement in the appropriate training/apprenticeship programs. Additionally, facilitate workforce preparation for future jobs in renewable energy technologies and component installation will be a vital part of the training/job readiness program.

04 BUILD UPON RELATIONSHIPS with local community program leaders to assist with preliminary recruitment and screening of potential program candidates.

05 SUPPORT COMMUNITY EDUCATION PROGRAMMING through ideas such as the following:

- » Provide learning experiences (i.e.: job site tours and lectures to high school students enrolled in construction career studies, intern opportunities in property management for local area students).
- » Support educators by volunteering the services of staff to speak as subject-area experts.
- » Provide students with “real world” information regarding construction industry careers and property management careers as a framework for future success.

06 FACILITATE LONG-TERM RETENTION

through the following:

- » Provide training and cross-training to ensure employment beyond the project scope.
- » Develop and maintain an active working relationship with public schools and vocational institutions in the community.
- » Develop a “Project Tours” program to provide opportunities for students to get a close-up look at the construction process.
- » Work with the schools in the community and technical schools to identify students qualified for internship jobs.

07 ENSURE INFORMATION leading to jobs and the further availability of jobs is advertised in a timely and comprehensive manner throughout the community with the information conveyed via newsletters, resident services, onsite construction offices, schools, etc.

08 IDENTIFY REQUIREMENTS FOR TRADE CONTRACTORS in the construction bid documents that support the training and employment program through the creation of job opportunities and training for program participants. Further request the incorporation of a plan in trade contractor proposals that directly attest to the use of good faith efforts to meet the proposed hiring goals.

09 ESTABLISH MINIMUM QUALIFICATION CRITERIA

for employment and training program candidates, such as the following.

- » Drug Free
- » Physically Fit
- » Proficient in basic math, reading, and writing skills
- » Demonstration of craft proficiency
- » Reliability, honesty, and willingness as character traits

10 DEFINE SPECIFIC JOB OPPORTUNITIES

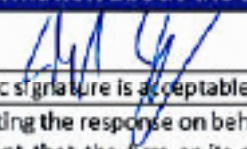
for the project such as:

- » Construction clean- up crew
- » Day laborers pool
- » Man/Material hoist
- » Truck drivers
- » Skilled tradesmen, (i.e., carpenters, plumbers)

08 Required Documentation





Solicitation Document A: General Information about the Firm	
Sign Your Name to the Right of the Arrow →	
If completing this document in Adobe, an electronic signature is acceptable to CHA.	
Your signature indicates you are authorized to bind the firm or are submitting the response on behalf of and at the direction of the firm's representative authorized to contractually bind the firm. I represent that the firm or its applicable representative(s) has reviewed the information contained in this Solicitation Package and that the information submitted is accurate.	
Printed Name and Title →	Daryl Jones
Company Name →	Integral
Street Address →	191 Peachtree Street, Suite 4100
City/State/Zip →	Atlanta, GA 30303
Contact Person (Please Print Clearly) →	Daryl Jones
Telephone Number →	404.224.1883
Cell Number →	404.452.7075
Firm's E-Mail Address (Please Print Clearly) →	djones@integral-online.com
Addenda	
Addenda are at https://www.aeplanroom.com/obs/public . Please check for addenda prior to submitting a proposal.	
Acknowledge addenda have been issued by checking below as appropriate:	
None ☒	Addendum 1 ☐ Addendum 2 ☐ Addendum 3 ☐ Addendum 4 ☐ Addendum 5 ☐
Statistical Information (Check all the apply)	
This firm is at least 51% owned and operated by a woman	Yes ☐ No ☒
This firm qualifies as a small business by the State of Tennessee <i>Total gross receipts of not more than \$10,000,000 average over a three-year period OR employs no more than 99 persons on a full-time basis</i>	Yes ☐ No ☒
This firm qualifies as Section 3 business (as defined by HUD): <i>it is at least 51% owned by a Public Housing resident or it employs Section 3 residents for at least 30% of its employee base; or it commits to subcontract at least 25% of the project's dollars to a Section 3 business.</i>	Yes ☐ No ☒
This business is owned & operated by persons at least 51% of the following ethnic background:	
Asian/Pacific ☐ Black ☒ Hasidic Jew ☐ Hispanic ☐ Native Americans ☐ White ☐	

Solicitation Document B: Affidavits

Conflict of Interest

1. No commissioner or officer of CHA or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for CHA has a direct interest in the award or the firm providing goods or services.
2. No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of his immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
3. The grantee's or sub-grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from suppliers, potential suppliers or parties to sub-agreements.
4. By submission of this form, the firm is certifying that no conflicts of interest exist.

Drug Free Workplace Requirements

5. Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.

Eligibility

6. The firm is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

General

7. The firm fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.
8. Such offer is genuine and is not a sham offer.

Iran Divestment Act

9. Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this proposal, each firm and each person signing on behalf of any firm certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each firm is not on the list created pursuant to § 12-12-106.

Accuracy of Electronic Copies

10. If the firm provides electronic copies of the proposal to CHA, the firm certifies that the information provided on paper and in the electronic format is identical unless specifically noted otherwise.

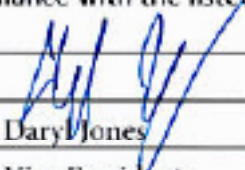
Non-Collusion

11. Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against CHA or any person interested in the proposed award or agreement.
12. The price or prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

No Contact/No Advocacy Affidavit

13. After this solicitation is issued, any contact initiated by any firm with any CHA representative concerning this proposal is strictly prohibited-except for communication with the Procurement Division. My signature signifies that no unauthorized contact occurred.
14. To ensure the integrity of the review and evaluation process, respondents to this solicitation nor any firm representing them, may not lobby or advocate to CHA staff or Board members. My signature signifies that no unauthorized advocacy occurred.

The undersigned hereby acknowledges receipt of these affidavits and certifies that the submittal in response to this solicitation is in full compliance with the listed requirements.

Signed by	
Printed Name	Daryl Jones
Title	Vice President
Subscribed and sworn to before me this date	10-16-2024
By (Notary Public)	T. T. Jones
My Commission Expires on	April 18, 2028
Notary Stamp	TERRI T JONES Notary Public - State of Georgia Paulding County My Commission Expires Apr 18, 2028

Attachment C: Identity of Interest Disclosure Certificate

IDENTITY OF INTEREST (IOI) DISCLOSURE CERTIFICATE

SECTION I: TO BE COMPLETED BY ALL RESPONDENTS

Respondent Name: Daryl Jones

CHECK SECTION II OR III, AS APPLICABLE

SECTION II. TO BE COMPLETE ONLY WHEN NO IDENTITY OF INTEREST EXISTS

Certification of No Identity of Interest

I, _____ hereby certify that I have read Section IV of this Disclosure Certificate and understand what the DOH has determined constitutes an Identity of Interest and that **NO** identity of interest relationships exist between me and ANY individual or organization doing business with my organization or with the projects. (Complete Section VI)

SECTION III. TO BE COMPLETED WHEN AN IDENTITY OF INTEREST DOES EXIST

 X **Certification of Identity of Interest**

I, Daryl Jones hereby certify that I have read and understand what the Agency has determined constitutes an identity of interest, as outlined in Section IV, and hereby disclose in Section V those entities with which I have an identity of interest relationship. (Complete Section V)

SECTION IV. IDENTITY OF INTEREST STATEMENT

- (1) When there is a family relationship through blood, marriage or adoption with any officer, director, board member, or authorized agent of any other development team member.
- (2) When there is any financial interest between the proponent and any other development team member's firm or corporation and/or a supplying entity.
- (3) When one or more of the officers, directors, stockholders or partners of the proponent is also an officer, director, stockholder, or partner of any other development team member and/or the supplying entity.
- (4) When any officer, director, board member, or authorized agent of any development team member advances any funds or items of value to the proponent.
- (5) When any development team member and/or supplying entity provides and pays on behalf of the proponent the cost of any materials and/or services in connection with obligations under the agreement.
- (6) When the supplying entity takes stock or any interest in the proponent as part of the consideration to be paid them.
- (7) When there exist of come into being and side deals, agreements, contracts or understandings entered thereby altering, amending, or canceling any agreement document, except as approved by the agency.

SECTION V. TO BE COMPLETED FOR EACH IDENTITY OR INTEREST
ENTITY. (ADD ADDITIONAL SHEETS IF
NECESSARY)

Type of Entity: Contractor ☒ Subcontractor ☐ Property ☐

Management Agent ☐ Other ☐

Supplier of: Goods ☐ Labor ☐ Material ☐ Both ☐

Entity Name: Integral Property Management LLC (IPM)

Address: 191 Peachtree Street NE, Suite 4100

Phone Number: (404) 224-1860

Trade/Business:

Describe relationship to IOI entity: IPM is Integral Properties LLC in house property management company.

Type of Entity: Contractor ☐ Subcontractor ☐ Property Management Agent ☐

Other ☐

Supplier of: Goods ☐ Labor ☐ Material ☐ Both ☐

Services ☐

Entity Name:

Address:

Phone Number:

Trade/Business:

Describe relationship to IOI entity:

SECTION VI. TO BE COMPLETED BY ALL RESPONDENTS

I further understand and agree that, if a contract is awarded to my organization, if any of my business change during the life of the contract to include Identity of Interest relationship referred to above, I will file an amended disclosure Certificate.

I also agree to provide a new disclosure Certificate at any time requested by the Agency.

I hereby certify that this information may be verified, that the information submitted is true and accurate and that no other identity of interest relationship exist between me and any individual or organization, except as described above. I further understand that failure to disclose an Identity of Interest to the Agency will also subject me to all administrative remedies available to the Agency. Such remedies may include suspension and debarment from participating in any Agency or Federal Program.



Signature

10-16-2024

Date

Signature

Date

Instructions to Offerors Non-Construction

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



- 69291 -

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 initiated 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 informalties and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

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

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

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

8. Service of Protest

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

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]

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. 3/31/2025)

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 Office, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-2909; 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 addresses.

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)(i) 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 offset or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

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

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
- (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
- (i) Award of the contract may result in an unfair competitive advantage; or
 - (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 therefrom, 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 1302 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)(3)(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 a n 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)(3)(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)(i)(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)(i)(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 available.

(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 agree 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.

Attachment F: Section 3 Information

Section 3 is a provision of the Housing and Urban Development Act of 1968 which requires that programs of direct financial assistance administered by the U.S. Department of Housing and Urban Development (HUD) provide, to the greatest extent feasible, opportunities for job training and employment to lower income residents in connection with projects in their neighborhoods. Section 3 is a tool for fostering local economic development, neighborhood economic improvement and individual self-sufficiency.

- a. Recipients and sub-recipients must make a good faith effort to utilize Section 3 area residents as trainees and employees in connection with the project. Targeted recruitment and the selection of Section 3 area residents for available positions are two examples of good faith efforts to meet this requirement.
- b. Recipients and sub-recipients must make a good faith effort to award contracts to Section 3 business concerns for work in connection with the project. An example of a good faith effort to meet this requirement is the implementation of an affirmative action plan, which includes targets for the number and dollar value for awarding contracts to Section 3 business concerns.
- c. Recipients and sub-recipients must keep records and submit reports to HUD documenting the good faith efforts taken and the results of these actions. Examples of such documentation include letters to community organizations, employment development and business development centers, copies of solicitations for bids or proposals, and copies of affirmative action plans.
- d. Contractors must track hours worked by Section 3 workers and report them yearly.
- e. How can businesses find Section 3 residents to work for them? This can be accomplished by recruiting in the neighborhood and public housing developments to tell residents about available training and job opportunities. Distributing flyers, posting signs, placing ads, and contacting resident organizations and local community development and employment agencies to find potential workers are a few effective ways of getting jobs and people together.
- f. The successful firm will give CHA job announcements for any position that must be filled as a result of the award of CHA work.
- g. A Section 3 worker is, when hired:
 - A worker whose annual income for the previous or projected calendar year is below HUD income limits or
 - Is employed by a Section 3 business concern or
 - A Youth Build participant

- h. A Targeted Section 3 worker is:
- Is employed by a Section 3 business concern or
 - A Public Housing resident or HCV participant or
 - Resident of other housing assisted by the Public Housing Authority or
 - A Youth Build participant
- i. A Section 3 business is one that:
1. Is at least 51% owned and controlled by low or very low income persons; or
 2. Is at least 51% or more owned and controlled by Public Housing residents or HCV participants;
or
 3. Has over 75% of labor hours performed on construction projects done by low or very low income persons. This is measured during the last 3-months of work performed by the business during the reporting period.

Additional information is available from HUD at
[https://www.hud.gov/press/press_releases_media_advisories/HUD No 20 1](https://www.hud.gov/press/press_releases_media_advisories/HUD_No_20_1)
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