



Request for Proposal for Property Management Services for Fenix Estates (RFP 16-02)

February 1, 2016

A. Introduction/Background

Harris County Housing Authority (HCHA), referred to as the “Owner,” is requesting proposals from property management companies, referred to as the “Offeror,” to provide Property Management Services for Fenix Estates, a 200 unit Permanent Supportive Housing Development and the Owner’s Central Office.

It is the Owner’s intention to solicit proposals, evaluate the proposals, conduct oral presentations with the Offerors in the competitive range, verify the information presented, and to award a contract to the responsible firm whose proposal is most advantageous to the Owner, with price and other factors considered.

The Owner will enter into a two-year contract for Property Management Services, with an option to renew the contract for an additional two years. The renewal period may be subject to the Owner’s approval. The Property Management Services will include, but not be limited to, the following duties and responsibilities:

- 1) Signage packet, brochure design, and area market rent analysis;
- 2) New tenant intake, including marketing establishing and maintaining site based waiting list, determination of applicant eligibility, applicant screening, and tenant selection;
- 3) Lease execution, including explaining the lease and all attachments;
- 4) Collection of rent and charges in addition to rent;
- 5) Lease enforcement;
- 6) Full maintenance repair of the development;
- 7) Full responsibility for hiring and firing of staff, and staff training;
- 8) Annual reexaminations of income and family composition;
- 9) Annual unit inspections;
- 10) Unit turnover, including preparing vacated units for re-leasing and leasing;
- 11) Capital improvements and repairs;
- 12) Purchase of all required supplies and services. Full fiscal management responsibilities including preparing annual operating budgets, monthly financial reporting and keeping expenses and income within approved budget amounts;
- 13) Providing weekly and monthly reports as specified by the Owner;
- 14) Assisting with the identification and selection of the Social Service Provider to ensure a full array of services are being delivered in support of the Permanent Supportive Housing Development. Administering the Social Services Provider’s contract.

B. Submission Package

Three (3) copies of the complete submission package must be received by HCHA (the Owner), by 3:00 p.m. on February 22, 2016. All copies of the submission package must be submitted in a sealed envelope and labeled as follows:

Property Management Services-Fenix Estates
RFP #16-02
Due Date and Time: February 22, 2016, 3:00 PM
Name of Offeror _____

The submission package must be signed by an officer of the Offeror who is legally authorized to enter into a contractual relationship in the name of the Offeror. RFP submissions may also be emailed as a PDF attachment to horace.allison@hchatexas.org.

C. Anticipated Schedule of Events

The anticipated schedule for the RFP and contract approval is as follows:

Event	Date
1. RFP available for distribution	February 2, 2016
2. Deadline for receipt of proposals	February 22, 2016
3. Final Selection - includes oral interviews, site visits and Best and Final Offers	March 2016

D. Expense of Submission Package

All expenses involved with the preparation and submission of the proposal, site visit, and all oral interviews must be borne by the Offeror.

E. Overview -Development

FENIX ESTATES
Hussion at Winchester Street
Houston, Texas 77003
(Permanent Supportive Housing –New Construction)

Census Tract: 3103.00

Acreage: 3.95

Date of Initial Occupancy: June 2017

Building Type: The development is comprised of 200 units of permanent supportive housing, comprising 153 (0) efficiency / (1) bath units and 47 (1) bedroom / (1) bath units. The community design features a three “L-shaped” buildings ranging from 4 -5 storeys. The 3.95+ acre site features extensive landscaping, walking trails, and a landscaped court yard. The Clubhouse features a spacious activity room, business center, TV room(s), etc. In addition to housing supportive services space, the development will also be the location of HCHA’s (the Owner’s) Central Office. The architectural design is of a Mediterranean style with a stucco and stone exterior.

Rent restrictions:

0 bedroom	28 units	30% AMI or below
0 bedroom	53 units	50% AMI or below
0 bedroom	56 units	60% AMI or below
0 bedroom	16 units	Unrestricted
1 bedroom	12 units	30% AMI or below
1 bedroom	15 units	50% AMI or below
1 bedroom	16 units	60% AMI or below
1 bedroom	4 unites	Unrestricted

Area Resources:

- Shopping available in the area
- Regular Metro Bus & rail routes
- Near the Central Business District
- Near the University of Houston
- Near Social Supportive Service Agencies

F. General Requirements

The selected Offeror must be prepared to assume management responsibilities.

HCHA (the Owner) will utilize a two-stage selection process. First, the Housing Authority will rate and rank written proposals based on the selection criteria contained herein. Next, the Offerors falling in the competitive range will be invited to an interview and may also be asked to provide Best and Final offers. Selection will be made based on those who score the highest in qualifications, price and other factors considered, and the results of the interviews as stated in the evaluation and selection criteria.

The Owner is looking for price-competitive Offerors with demonstrated, successful permanent supportive housing and commercial office space property management experience and knowledge.

Although all federal, state, and local regulations must be complied with, the Owner is prepared to allow Offerors the maximum flexibility possible in providing management services. There are some matters for the Offerors to consider, however, when submitting their proposal packages. These special considerations include:

- 1) The successful Offeror will be responsible for marketing, screening of applicants, and leasing units.
- 2) The selected Offeror will be required to create and maintain a process of procurement that encourages competitive prices.
- 3) The operating budget does not include the real estate taxes. Offerors should be aware that, the Owner does not pay real estate taxes but instead makes a payment in lieu of taxes. It is the Owner's position that the revenue available to manage these properties is sufficient for effective professional management. Offerors must be fully confident that they can provide the services they claim they can provide, given the "total revenue" assigned to the development.
- 4) For financial reporting, Offerors should anticipate that they will be using their own financial management computer systems and either submits data electronically or via hard copy.
- 5) The successful Offeror shall be required to comply with certain services, reporting, compliance and eligibility requirements that are unique to the Permanent Supportive Housing.

- 6) Funding for the supportive services will be provided by other and is not a part of the operating budget.

G. HCHA Options

- 1) HCHA (the Owner) may, at its sole and absolute discretion for any reason, reject any and all proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP. Any decision as to who shall receive a contract award, or whether or not an award shall ever be made as a result of this RFP, shall be at the sole and absolute discretion of the Owner.
- 2) In no event will the Owner permit modifications to a response statement after the submission deadline, unless such modification is of a non-substantive nature.

H. Qualification Statements Open to Public

Prospective Offerors are hereby notified that all information submitted as part of, or in support of this RFP, may be subject to public disclosure in compliance with state and federal laws.

I. Level of Effort and Funding

It should be clearly understood that all services requested in the RFP are on an "as-needed basis" and that the dollar values referred to in this RFP in no way constitute a guarantee of a certain dollar amount or a finite scope of services that may be required of the selected Offeror. Any increase in additional services shall be negotiated and the selected Offeror may be required to execute an amendment to the management agreement.

I. MINIMUM REQUIREMENTS

The Offeror will be deemed unresponsive to this RFP if it does not meet the following minimum criteria:

- 1) Currently manages a portfolio of permanent supportive, low income and/or assisted housing in excess of 500 units and manages a portfolio of commercial office space in excess of 2 properties.
- 2) Possesses a Certified Property Management certificate.
- 3) Has current or previous experience directly managing affordable housing.
- 4) Complies with all of the submission requirements.

If the Offeror does not meet the above minimum requirements, its proposal may not be evaluated.

II. TERMS AND CONDITIONS

Rules, Regulations, and Licensing Requirements

A. Rules, Regulations, and Licensing Requirements

The Offeror and staff must possess all necessary required license(s) to do business in Harris County and the State of Texas. In addition, the Offeror shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest. Offerors are presumed to be familiar with all federal, state, and local laws, ordinances, codes, rules, and regulations that may in any way affect the services.

B. Term of Management Agreement

The successful Offeror shall enter into a management agreement. The term of the management agreements to be awarded shall be for two years with a two year renewal option. The renewal option may be subject to HCHA's (the Owner's) approval. The management agreement includes a provision for termination for convenience by Offeror or owner with a 30-day written notice. The agreement will also outline situations where the successful Offeror can be terminated immediately "for cause."

C. Performance Standards

I. Vacancy Turnaround.

The Owner's and the selected management firm shall jointly establish a standard for vacancy turnaround time. This includes make ready and lease-up time. The monthly report must include the following for each vacated unit:

- (i) The date the unit was vacated.
- (ii) The name of the former resident who vacated.
- (iii) The unit number of the vacated unit.
- (iv) The size of the vacated unit.
- (v) Reason tenant vacated unit.
- (vi) The date maintenance began to "make ready" the unit.
- (vii) The date maintenance completed all "make ready" repairs.
- (viii) The date the unit was re-leased.

II. Work Orders

- (i) **Emergency.** Emergency work orders are those that address an immediate threat to life, health, safety to property or to the resident or are related to fire safety. The Owner's standard for completion of an emergency work order is for all orders to be completed or abated within 24 hours.
- (ii) **Non-Emergency.** Non-emergency work orders are those that address conditions that do not pose an immediate threat to life, health, safety to property or to the resident or are not related to fire safety. The Owner's standard for the completion of non-emergency work orders is within 4 days.
- (iii) **Inspections.** The Owner's annual standard for inspections is for all Housing Quality Standards (HQS) inspections to be conducted each year. Further, all units must be inspected the property manager within 12 months of the previous HQS inspection.

III. Recertifications.

The Owner's annual standard for re-certifications as applicable is that each tenant household must be recertified no more than ninety (90) days and no less than thirty (30) days prior to the tenant's lease expiration. Tenants may be contacted regarding recertification no earlier than 120 days prior to the tenant household's lease expiration. The monthly report must indicate for each tenant whose lease expired during the preceding month the date the tenant was contacted regarding recertification and the date recertification was completed.

D. Resolving Conflicts and Ambiguities

All of the remaining provisions in the Management Agreement shall remain in full force and effect. In the event that any of the provisions herein conflict or create ambiguities with the Agreement, the resolution of such conflict or ambiguity shall be that which most benefits the Owner.

Retention of Management Fee

For each performance standard that will be negotiated and included in the management agreement, that is not met by the Offeror, the Owner may retain a portion of the monthly base fee to be paid to the Offeror. The terms defining the amount of retention by Owner and the opportunity for cure by Manager will be set forth in the management agreement.

- a. To be negotiated:
The Owner may retain a portion of the monthly base fee if the Offeror fails to meet the agreed to required performance standards in any of the following areas in a given month:
 - i. Tenant Accounts Receivable;
 - ii. Vacancy rate;
 - iii. Vacant unit Turnaround; and
 - iv. Work Order completion time.

Manager may submit, as part of its regular monthly report, an explanation for any failure to meet a performance standard; and, the Owner shall determine in its sole discretion whether an explanation is sufficient to avoid retention by Owner. The Owner shall notify Manager in writing within fifteen (15) days of the receipt of any monthly report if the Owner decides to retain any portion of the management fee.

Appealing The Owner's Retention of Management Fee

The Offeror may appeal the Owner's decision to retain a percentage of the management fee. Appeals must be submitted in writing to the Owner to the attention of the Chief Executive Officer of HCHA (the Owner). Appeals must contain as attachments any evidence necessary to support any assertion made in the appeal. The Owner shall respond to a properly submitted appeal within thirty (30) days of its receipt and shall state its decision regarding the appeal. Decisions regarding any appeal shall be made in the sole discretion of the Owner and shall be final.

E. Assignment

The successful Offeror shall not enter into any subcontract, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of this contract, or any or all of its rights, title, or interest therein, or its power to execute such contract, to any person, company or corporation without the prior written consent of the Owner and HUD. In the event of a change of control of the successful Offeror, the Owner will have the option to either continue the Property Management Agreement in effect or immediately terminate the Property Management Agreement upon written notice of such termination to the successful Offeror.

F. Pertinent Federal Regulations with Regard to Nondiscrimination and Equal Opportunity

The requirements of Title VIII of the Civil Rights Act of 1968 and Title VI of the Civil Rights Act of 1964, relating to prohibitions against discrimination in housing and the benefits of federally funded programs because of race, color, religion, sex or national origin must be met by the Offeror.

The Offeror must adhere to federal regulations prohibiting discrimination on the basis of age under the Age Discrimination Act of 1975, and prohibit discrimination against individuals with disabilities under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.

The requirements of Executive Order 11246, relating to equal employment opportunity in connection with federally funded programs must be met by the Offeror and as amended by executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

The Offeror must meet the requirements of Executive Orders 11625, 12432, and 12138 relating to the use of minority and women's business enterprises in connection with federally funded programs.

1. Personnel

In submitting their proposals, Offerors are representing that the personnel described in their proposals shall be available to perform the services described, barring illness, accident, or other unforeseeable events of a similar nature, in which case the Offeror must be able to provide a qualified replacement. Furthermore, all personnel shall be considered to be, at all times, the sole employees of the Offeror under its sole direction, and not employees or agents of the Owner.

2. Availability of Records

The U. S. Department of Housing and Urban Development, the Inspector General of the United States, HCHA, Harris County Community Services Department, Texas Department of Housing and Community Affairs and any duly authorized representatives of each, shall have access to, and the right to examine any and all pertinent books, records, documents, invoices, papers, and the like, of the firm(s) office or firm, which shall relate to the performance of the services to be provided.

3. Conflict of Interest

No employee, officer or agent of the HCHA shall participate directly or indirectly in the selection or in the award of any contract if a conflict, real or apparent, would be involved. Such conflict would arise when a financial or other interest in an agency selected for award is held by:

- v. An employee, officer or agent involved in making the award; or
- vi. His/her relative including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, domestic partner, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister; or
- vii. His/her business or professional partner; or
- viii. An organization which employs, negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

I. Conditions and Limitations

This RFP does not represent a commitment or offer by HCHA (the Owner) to enter into a contract, or other agreement with an Offeror. All costs incurred in the preparation of this proposal are to be borne by the Offeror. The proposal and any information made a part of the proposal will become a part of the Owner official files without any obligation on the Owner part to return it to the individual offeror. This RFP and the selected Offeror's proposal will, by reference, become a part of any formal agreement between the Offeror and the Owner resulting from this solicitation.

The Owner reserves the right to waive any irregularities or informalities in any or all proposals or any part thereof. Failure to furnish all information requested may disqualify an Offeror.

The Owner reserves the right to request clarification of proposal data without changing the terms of the proposal.

The Offeror shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the Owner for the purpose of influencing consideration of a proposal.

The Offeror shall not collude in any manner or engage in any practices with any other Offeror(s), which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the proposal to be rejected. This prohibition is not intended to preclude joint ventures or subcontracts.

II. SUBMISSION REQUIREMENTS

Document Requirements

Offerors are requested to submit proposals based on the exact requirements specified in this RFP.

The following is a description of the minimum information, which must be supplied by Offerors in their proposals. It is open to all Offerors to give such supplementary facts or materials that they consider may be of assistance in the evaluation of the proposal submitted. Proposals that omit critical elements may be considered non-responsive. Each proposal shall include a Table of Contents listing the proposal contents. Proposal packages must contain, at a minimum, the following information and materials:

A. Letter of Transmittal

Signed by the person authorized to commit the organization to perform the services in the proposal.

B. Proposal Table of Contents

C. Offeror Experience

Offerors shall provide the following as evidence of Offeror's experience in the order listed:

1. Provide a description of the firm including a list of the principals and their resumes and any joint venture partnerships.
2. A listing of all public, permanent supportive ,low income and assisted housing currently managed by **Offeror**, with the name and contract representative of the property owners (who may be contacted as references), the length of the contract, address of the property, form of subsidy (if applicable), type of property (elderly, family, mixed), number of units, and whether the property is a affordable housing project.
3. Evidence of the firm's experience managing low-income, permanent supportive and/or assisted housing projects, and that the firm currently manages a portfolio in excess of 500 units. Evidence of the firm's experience managing commercial office space.
4. Evidence of experience in management and lease-up, including experience in screening a high volume of tenant candidates.
5. Evidence of experience in managing social supportive services contracts.
6. Demonstration of knowledge of the management of permanent supportive housing in the Houston rental market.
7. Evidence of the ability to develop and implement an effective marketing and pre-leasing plan.

8. Resumes and position descriptions of senior management members who would be assigned to oversee the project (for example, the regional property manager). Show an organization chart of your staffing structure, including regional office locations.
9. An actual or prototypical budget and income and expense report for a property managed by the Offeror as evidence of the Offeror's financial reporting systems and expertise in operating matters.
10. Year-end financial statements for the past three completed fiscal years for the Offeror.

D. Company's Affirmative Action Policy and Accomplishments

Provide a description of the **Offeror's** accomplishments related to ownership, personnel, and purchase of goods and services to this end.

E. Certifications and Affidavits

Offerors shall submit the following certifications and affidavit as attached in Section VIII:

1. A copy of the Offeror's applicable license to operate in the State of Texas or Corporate Property Management Certification.
2. Insurance certification showing minimum limitation required in the management agreement.

F. Management Fee

Offeror shall state its proposed management fee.

G. References

The Offeror shall submit five references. Three of the five references should be owners of properties which are currently being managed by the Offeror and one of the five references should be a financial institution doing business with the Offeror.

II. GENERAL REQUIREMENTS OF MANAGEMENT AGREEMENT

Offerors will be responsible for the full range of services customary of a property management company. In the performance of these duties, the Offeror must comply with all applicable federal, state, and local laws.

IV. EVALUATION/SELECTION PROCESS AND SELECTION CRITERIA

Proposals will be evaluated by an Evaluation/Selection Committee comprised of the appropriate HCHA staff with the appropriate experience and/or knowledge.

The Committee will present its recommendations to the Board of Commissioners of HCHA.

Offerors will be evaluated on the following ten (10) factors. After the initial scoring of proposals, those deemed by the Committee to be within the competitive range will become finalists and be asked to appear for an oral interview to clarify issues and, if necessary following the interview, to submit "best and final" offers.

After interviews and the receipt of best and final offers, each of those Offerors will be re-evaluated and re-scored using ten (10) factors (the original nine (9) factors and adding a tenth factor for site visit and management of Offeror's property, worth 10 points). The Offeror with the highest overall score will be selected as the property manager of choice. Prior to final selection of the Property Manager, HCHA (the Owner) will undertake due diligence of the Property Manager including, but not limited to reference checks, affirmation of financial condition, etc. Any material discrepancies found as a result of due diligence may cause the Housing Authority to eliminate the Offeror from further consideration. The Owner, in its sole discretion, may then

undertake due diligence on the Offeror with the next highest score from among those Offerors in the competitive range or undertake a new procurement.

- | | |
|--|------------------|
| 1. Experience in managing commercial office space. | 5 points |
| 2. Experience in managing low income and/or assisted housing. | 10 points |
| 3. Experience in managing projects designed for formerly homeless families with a need for extensive social supportive services. | 15 points |
| 4. Currently manages a permanent supportive, low income and/or assisted housing portfolio in excess of 500 units. | 10 points |
| 5. Experience in the management of resident social supportive services and initiatives contracts. | 10 points |
| 6. Demonstrated knowledge of the management of permanent supportive housing in the Houston rental market. | 5 points |
| 7. Extensive and established financial management system and tenant database capability. | 10 Points |
| 8. Site visit and management of Offeror's properties (for Finalists only) | 10 points |
| 9. Fee for management services. | <u>25 points</u> |
| TOTAL | 100 points |

VII. DISCLAIMER

The Owner reserves the right to refuse and reject all proposals and not award any contract. Further, except for the date of acknowledgement and date of proposal as due, the Owner is not obligated to meet the schedules contained in their solicitation, but fully intends to do so.

1) Attachments

All attachments of this RFP are incorporated herein, as if fully copied verbatim and made part of this RFP.

Attachment A

Listing of Properties Currently Under Management

Name of Firm:

Date:

Total Number of Units:

Total Number of Units in the Houston area:

[illegible]

Attachment B

M/WBE PARTICIPATION

M/WBE PARTICIPATION: The **Offeror** agrees to use his/her best efforts to subcontract with minority business enterprises and/or women business enterprises (herein called **(M/WBE)** certified as such or recognized by Harris County Housing Authority as a certified **M/WBE**. **Offeror** shall make a good faith effort to subcontract a sufficient dollar amount with **M/WBEs** to ensure that a minimum of 30 percent of the final contract dollars are expended on one or more **M/WBEs**. All adjustments that cause the contract price to increase will also increase the total amount that **Offeror** must make a good faith effort to expend on **M/WBEs**.

USING BEST EFFORTS TO FULFILL M/WBE REQUIREMENT: In the event **HCHA** has a reasonable belief that **Offeror** will not use his/her/its best efforts to meet the 30 percent **M/WBE** participation goal, Harris County Housing Authority reserves the right to pull work from the contract. Best efforts may be established by a showing that **Offeror** has contacted and solicited bids/quotes from subcontractors and worked with the Housing Authority to seek assistance in identifying **M/WBEs**.

NOTIFICATION OF M/WBE PARTICIPATION: **Offeror** agrees to promptly complete and return all **M/WBE** Confirmation of Participation and **M/WBE** Confirmation of Payment forms utilized by Harris Housing Authority to confirm **M/WBE** subcontracting by submitting copies of checks made payable to the respective **M/WBE** subcontractor(s) signed by the **Offeror**.

OFFEROR

DATE

Note: This form must bear a signature

M/WBE PARTICIPATION

JOB CATEGORY	TOTAL ESTIMATED POSITIONS NEEDED FOR PROJECT	NO. POSITIONS OCCUPIED BY PERMANENT EMPLOYEES	NUMBER OF POSITIONS NOT OCCUPEID	NUMBER OF POSITIONS TO BE FILLED WITH M/WBE
OFFICER/SUPERVISOR				
PROFESSIONAL				
TECHNICAL				
HEAD QTR. MANAGEMENT				
OFFICE/CLERICAL				
SERVICE WORKERS				
TRADE:				
JOURNEYMAN				
HELPERS				
APPRENTICES				
TRAINEES				
CONTRACTS:				
OTHERS				

Company

Project Name

Person Completing Form

Date

ATTACHMENT C

FORM OF NON-COLLUSIVE AFFIDAVIT

STATE OF TEXAS
COUNTY OF HARRIS

_____, being first duly sworn, deposes and says that he is

(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person to fix the bid price or affiant or of any other bidder, or to fix any overhead, profit, or cost element of said bid price, or of that of any other bidder, or to secure any advantage against **HARRIS COUNTY HOUSING AUTHORITY** of any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of Bidder, if Bidder is an Individual

Signature of Bidder, if Bidder is a Partnership

Signature of Officer, if Bidder is a Corporation

Subscribed and sworn to before me this ____ day of _____, 2015

Notary Public

My Commission expires _____

ATTACHMENT D

AFFIRMATIVE ACTION FOR DISABLED WORKERS

41 CFR 60-741.4

41 CFR 60-250.4

(a) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

(b) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(e) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract or other understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(f) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontract or vendor. The Contractor will take such action with request to any subcontract or purchase orders as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

(g) The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified. The Contractor shall comply with the affirmative action clause prescribe in 41 C.F.R. Section 60-250.4(a) through (m) and the regulations contained in part 60-250.

Attachment E

Conflict of Interest Questionnaire (CIQ)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

ATTACHMENT F

Instructions to Offerors for Non-Construction (Form HUD-5369-B) and

Certifications and Representations of Offerors for Non-Construction Contracts
(Form HUD-5369-C)

Certifications and Representations of Offerors Non-Construction Contract

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

OMB Approval No: 2577-0180 (exp. 7/30/96)

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offers certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

ATTACHMENT G

Section 3 Policy

Harris County Housing Authority
Section 3 Policy

STATEMENT OF PURPOSE

The purpose of Section 3 of the Housing and Urban Development Act of 1968, as amended by Section 915 of the Housing and Community Development Act of 1992, is to "ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed toward low-and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low-and very low-income persons." The 1992 Act sets forth:

- The types of HUD financial assistance, activities, and recipients subject to the requirements of Section 3;
- The specific individuals and business concerns who are the intended beneficiaries of the economic opportunities generated from HUD-assisted activities; and
- The order of priority in which these individuals and business concerns should be recruited and solicited for the employment and other economic opportunities generated from HUD-assisted activities.

The Harris Housing Authority's Section 3 Policy is expressed in this statement, the goal statement, and the preference tiers. Implementation procedures may be amended periodically to insure that the policy requirements are being met or to bring about efficiencies in the implementation of the program based on the practice and experience of running the program.

*Note that supply and delivery contracts are exempted from these Section 3 Policy requirements.

A. HARRIS COUNTY HOUSING AUTHORITY PREFERENCE TIERS

Harris County Housing Authority's preference is to ensure that as many housing authority residents as possible are employed. In an effort to further that goal, the Authority has created the following preference tier structure. Vendors are asked to comply with Section 3 by first considering Category I, hiring at the site where work is being performed. If the vendor demonstrates to the Authority's satisfaction the inability to hire at the site, the Authority's next preference is for the vendor to hire residents from other Authority properties and/or programs (Category II). If the vendor cannot meet its Section 3 goal in this manner and needs to move to other categories, the vendor must document this inability to comply with the preference.

I. Preference for Section 3 Residents in Training and Employment Opportunities

Category I Train/hire residents from the site where the work is being performed

Category II Train/hire residents of other housing developments and/or programs managed by the housing authority that is expending the covered assistance

Category III Train/hire participants in a HUD Youthbuild-like program being carried out in the metropolitan area or Non-metropolitan County in which the covered assistance is expended

Category IV Train/hire other Section 3 residents

II. Preference for Section 3 Business Concerns in Contracting Opportunities

Category I Businesses

Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3 covered assistance is expended and whose full-time permanent workforce includes 30 percent of these persons as employees (or 30% of persons who were Section 3 residents within 3 years of their first employment)

Category II Businesses

Business concerns that are 51 percent or more owned by residents of other housing developments or developments managed by the housing authority that is expending the Section 3 covered assistance and whose full-time, permanent workforce includes 30 percent of these persons as employees (or 30% of persons who were Section 3 residents within 3 years of their first employment)

Category III Businesses

Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3 covered assistance is expended

Category IV Businesses

Business concerns that are 51 percent or more owned by residents of other housing developments or developments managed by the housing authority that is expending the Section 3 covered assistance

Category V Businesses

HUD Youthbuild-like programs being carried out in the metropolitan area in which the Section 3 covered assistance is expended

Category VI Businesses

Business concerns that are 51 percent or more owned by Section 3 residents and:

- i. whose permanent, full-time workforce includes no less than 30 percent Section 3 residents; or
- ii. that subcontract 20 percent or more of the total amount of the contract (including modifications) and subcontracts 25 percent of the subcontracted amount to Section 3 business concerns

Category VII Businesses

Business concerns that are 51 percent or more owned by Section 3 residents

NOTE: For contracts or purchase orders \$100,000 or less, other economic opportunities can be identified without regard for the Harris County Housing Authority's preference requirements.

SECTION 3 CO LIANCE REQU EMENTS

iring

A. Background

1. The Section 3 regulations provide that recipients, their contractors, and any subcontractors demonstrate compliance by employing Section 3 residents as 5% of the aggregate number of new hires.

2. The Section 3 Regulations, at CFR Part 135, require that in affordable housing programs, compliance efforts shall be directed to provide training and employment opportunities to Section 3 residents in accordance with the HCHA preference tier structure.
3. If a new hire is needed and a Section 3 resident is identified, that Section 3 resident will be required to submit evidence of Section 3 status to the recipient, contractor or subcontractor.
4. The Harris County Housing Authority requires a preference for hiring from the development where work is being performed. However, the Harris County Housing Authority will not require a vendor to hire from the development at the site if:
 - a. A pre-identified list of Section 3 residents from a job site contains no persons qualified to perform the work. Qualified residents from other developments shall then be considered.
 - b. The vendor's workforce is adequate to do the job and no new hiring is needed. In the event that no new hires are needed, vendors must pursue other avenues of compliance as set forth in the Harris County Housing Authority's preference tier structure.

B. Compliance

1. As part of each bid or proposal submitted, the respondent must document their workforce by position. Such information will be re-verified at the commencement of the contract.
2. Vendors will be required to submit documentation in the form of payroll forms submitted weekly that clearly identify the Section 3 hires. The vendor must comply with the Section 3 requirement throughout the life of the contract. Harris County Housing will periodically audit this information. Failure to comply with the weekly submittal of payroll shall result in the delay of payment.
3. Harris County Housing Authority residents by virtue of their income are Section 3 residents. Contractors employing Harris County Housing Authority residents must retain documentation that demonstrates any Harris County Housing Authority residents hired to meet Section 3 employment goals are:
 - a. identified on the lease of household, that is lease compliant; and
 - b. able to provide to the contractor or subcontractor the client number for the household where Harris County Housing Authority residency is claimed. This client number must appear on the certified payrolls submitted by the vendor to verify a Section 3 hire.
4. Non-Harris County Housing Authority households claiming Section 3 status must be prepared to submit evidence of income and residency in Harris County at the time of hire. As part of the Section 3 compliance process, vendors will be required to document that employees hired meet the residency and income requirements.

Contracting

A. Background

1. The Section 3 Regulations, at 24 CFR Part 135, provide that the Harris County Housing Authority, its contractors and subcontractors may demonstrate compliance by awarding contracts to Section 3 business concerns or to vendors who contract with such firms.
2. Harris County Housing Authority's contracting goals require that Section 3 firms receive at least:
 - a. 10 percent of the total dollar of all Section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public or Indian housing; or
 - b. 10 percent of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and
 - c. 3 percent of the total dollar amount of all other Section 3 covered contracts.
3. Goals apply to the entire amount of Section 3 covered assistance awarded to a recipient in any federal fiscal year (FFY), October 1- September 30. Correspondingly, Harris County Housing Authority's goals shall apply to the total dollar amount of each contract or purchase order.

4. Recipients that award contracts to contractors that will provide training or hiring, must ensure that contractors provide training, employment and contracting opportunities to Section 3 residents and Section 3 business concerns.
5. Efforts shall be directed to award contracts to Section 3 business concerns according to HC preference categories.

B. Compliance

1. Business concerns claiming Section 3 status based on ownership and workforce or workforce only (as applicable) must meet that status at the time the bid or proposal is submitted to the Harris County Housing Authority.
2. Anyone claiming to be a Section 3 resident or business concern shall be required, as set forth by procedure, to provide evidence of such status.
3. Pursuant to 24 CFR 135.36 (c) any firm, prime or subcontractor claiming Section 3 status must demonstrate to the Authority's satisfaction that the business concern is responsible and has the ability to complete the work under the terms and conditions of the proposed contract. In evaluating firms under this provision the Authority will examine:
 - a. the work history and prior performance of the firm;
 - b. the requirements of the job verses the skills evidenced by the firm through its owners, officers, principals, and key staff;
 - c. technical and logistical capacity to complete the work considering contracts already awarded to the firm by the Authority or others;
 - d. bonding capacity and ability to obtain required insurance (with allowances for disadvantaged or startup firms);
 - e. evidence of past sanctions imposed by the Authority or others; and
 - f. evidence that the firm, its principals, associates, partners, subcontractors or others have not acted or colluded in order to circumvent the compliance process by structuring contractual or other relationships or engaging in practices designed to comply with Section 3 only to obtain the preference without regard to the work requirements of the job.
4. A business concern need not hire to be considered a Section 3 business provided that:
 - a. the business concern is 51 % or more owned by a Section 3 resident; or
 - b. the business concern's workforce consists of sufficient numbers of Section 3 residents to qualify the vendor as a Section 3 business (30% or more of the full-time workforce consists of Section 3 residents, or persons who were Section 3 residents within 3 years of first employment); or
 - c. the business concern subcontracts 20% or more of the total amount of the contract (including modifications) and in turn subcontracts 25% of the subcontracted amount to Section 3 business concerns (25% of 20%); or
5. After award of a contract, if a business concern must hire to maintain the Section 3 workforce percentage, new hiring efforts must be made in accordance with the Harris County Housing Authority preference tier for hiring (Category I).
6. If a business concern claims Section 3 status by virtue of workforce composition, documentation of the 30% workforce requirement must be submitted to the Authority as part of the response to the bid, quote, or proposal. Further, the firm must maintain the Section 3 workforce percentage throughout the life of the contract. Workforce composition is subject to audit.
7. A business concern (including joint-ventures) seeking to qualify for a Section 3 preference shall certify and submit evidence that they are entitled to the applicable Section 3 preference and that they are a Section 3 business concern as defined in 24 CFR, Part 135 and by the Harris County Housing Authority pursuant to this policy. Prime or subcontractors must submit documentation (including workforce composition data) as part of any bid, quote, or proposal submitted to the Harris County Housing Authority. Additional documentation is required for joint-ventures.

8. Firms that claim Section 3 business status by subcontracting (25% of 20%) of the total contract to other Section 3 businesses must require that the subcontractor(s) provide ownership or workforce documentation as applicable. The prime contractors must keep such records on file and available for review by the Authority. Such documentation must also be submitted as part of any bid, quote or proposal.
9. Subcontractors identified by any prime contractor claiming Section 3 status per item 6 must be a Section 3 business by ownership and/or workforce as defined in this policy. Subcontractors used by prime contractors to comply with item 6 cannot claim Section 3 status by further subcontracting.
10. Section 3 Joint-Ventures - to meet Section 3 contracting goals the Authority is permitted to contract with an association of firms as least one of which meets the Authority's definition of a Section 3 business concern. A definition of a joint venture is provided in the definition section of this policy. Compliance requirements for joint-ventures are discussed below.
11. Joint-Ventures are subject to the following documentation requirements:
 - a. The joint-venture agreement must be in writing and must be submitted as part of the response to any bid or proposal solicited by the Harris County Housing Authority. In order for the Authority to evaluate the "adequacy" and "capacity", the agreement must describe in sufficient detail the area(s) of work assigned to each member of the joint-venture.
 - b. The joint-venture agreement must reference a completed and fully executed joint-venture certification, as provided by the Authority, which must also be attached to the joint-venture agreement as an exhibit.
 - c. The Harris County Housing Authority requires that the Section 3 joint-venture partner is a bona-fide Section 3 business; therefore, the joint-venture shall provide documentation that shows that the Section 3 partner meets the ownership and workforce, or workforce requirements established in this policy. Section 3 joint-venture partners cannot use subcontracting to establish their status as a Section 3 business concern.
 - d. Section 3 requires that the joint-venture partner be responsible for a clearly defined portion of the work. Proposals or bids must specify the labor hours assigned to and the compensation to be received by the Section 3 joint-venture firm.
 - e. Section 3 firms in the joint-venture must be qualified to perform the scope of work and have the capacity to complete the work assigned under the joint-venture agreement (see item b above).

Bid or Proposal Evaluation

- A. Vendors who fail to address Section 3 requirements will be deemed nonresponsive. This means that in the proposal or bid documents submitted to the Harris County Housing Authority, the Contractor's Affidavit and Compliance commitment must be completed including applicable attachments and supporting documentation to support claims of compliance by hiring, contracting, or other economic opportunities.
- B. After written notice from the Harris County Housing Authority specifying the defects in the Section 3 information, vendors will be given no more than 5 business days to complete the form and provide all required documents. Failure to respond within the 5 days will result in the Authority declaring the bidder or respondent non-responsive. The contract or bid will then be awarded to the next lowest bidder or to the respondent with the next highest score. Where the selection is a qualifications-based procurement, the Harris County Housing Authority will award to the firm that is the next highest ranked.

DEFINITIONS

NEW HIRES- Persons selected to fill full-time, temporary or seasonal employment opportunities.

RESIDENT OWNED BUSINESS (ROB)- A ROB is a business concern owned or controlled by affordable housing residents, that is: (a) at least 51 % owned by one or more affordable housing residents; and (b) whose management and daily business operations are controlled by one or more such individuals. For the purpose of Section 3 compliance, a ROB must also meet the Housing Authority's definitions of a Section 3 business concern as described below.

EMPLOYMENT OPPORTUNITIES GENERATED BY SECTION 3 COVERED ASSISTANCE- All employment opportunities generated by the expenditure of Section 3 covered PIH assistance (i.e. operating assistance, development assistance, and modernization assistance) and with respect to Section 3 covered housing and community development assistance, all employment opportunities arising in connection with Section 3 covered projects, including management and administrative jobs (including architectural, engineering, or related professional services and jobs directly related to administrative support of these activities) connected with the Section 3 covered project.

RECIPIENT- Any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State, unit of local government, PHA, IHA, Indian Tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgage, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee, or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.

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

SECTION 3 BUSINESS CONCERN- As defined by the Harris County Housing Authority, a Section 3 business concern is one:

- A. That is at least one (51 %) or more owned by Section 3 residents; or
- B. Whose full-time employees includes persons, at least 30 percent of whom are current Section 3 residents, or were Section 3 residents within three (3) years of the date of first employment with the business concern; or
- C. That provides evidence of a commitment to: (1) subcontract 25 percent or more of the total amount of the contract (including any modification); and (2) in turn subcontracts in excess of 25 percent of the amount from (1) to Section 3 business concerns as defined in A or B (25% of 20%).

Example: If the contract amount is \$1,000,000, vendor must subcontract at least 20% or \$200,000. Of the \$200,000, 25% or \$50,000 must go to Section 3 business concern(s) as defined in A or B.

SECTION 3 CLAUSE- The contract provisions and sanction set forth in 24 CFR 135.8.

SECTION 3 COVERED ACTIVITY- Any activity that is funded by Section 3 covered assistance including Affordable housing assistance.

SECTION 3 COVERED ASSISTANCE- There are no dollar amount thresholds for PIH (Public and Indian Housing) funded Section 3 covered activities. Section 3 applies to all contractors and

ATTACHMENT H

Fenix Estates Summary Plans

Fenix Estates
3815 Gulf Freeway
Houston, TX 77003

Project Narrative

Fenix Estates entails the acquisition of 3.95 acres of land east of the Houston Central Business District—the site of the former Magnolia Glen Apartments and a parcel to the North—and the new construction of 200 units of mixed-income, supportive rental housing. A portion of the development will provide replacement permanent supportive housing for the formerly homeless households being relocated from the Northline SRO development.

The attractive new construction elevator residence will include 153 efficiency (380 sq ft) and 47 one-bedroom (550 sq ft) units in three buildings, extensive supportive services space for case managers, health providers, and other social service providers and the new offices of the Harris County Housing Authority.

Fenix Estates is being developed by the Harris County Housing Authority, in partnership with the Harris County Community Services Department. Financing for the development will include Community Development Block Grant (CDBG) and CDBG-Disaster Recover Funds, HOME funds from both Harris County and the City of Houston, Tax-Exempt Bonds and equity from the sale of non-competitive 4% Low Income Housing Tax Credits as well as conventional debt. Approximately 70 units will receive project-based rental assistance from Harris County through the HUD Continuum of Care program.

Physical Description

Fenix Estates will consist of three residential buildings ranging from 4 to 5 stories and include 144 surface parking spaces on 3.95 acres of land. Buildings 1 and 2 will include 110 apartment units in two “L” shaped 4-story wood frame structures on the south side of the site with an attractive courtyard between the two structures. Building 2 will include 5,861 SF of supportive service space and offices on the ground floor serving the residents of the development. Building 3, on the north side of the site, will consist of 90 apartment units in one 5-story wood frame structures. HCHA offices, comprising 18,800 square feet, will be located on the 1st and 5th story of this building.

	Studio 380 NSF	1 bdrm 550 NSF	Total	NSF	GSF	Comments
Building 1	47	15	62	26,110	43,410	
Building 2	30	18	48	27,161	43,145	Supportive Serv. Offices
Building 3	76	14	90	55,380	89,145	HCHA Offices
Total	153	47	200	108,651	175,965	

Resident Profile

Fenix Estates will be a mixed-income development, targeted to households ranging from 30% to 60% of area median income, which in 2015 in Houston was \$14,580 to \$29,160 respectively for a single individual. Ten percent of the units (20 units) will be unrestricted, allowing the

development to serve a broader income mix of working households. The unit and income mix and projected rent is:

153 Efficiency Units (380 SF)

28 units	< 30% AMI	Projected rent \$364
53 units	< 50% AMI	Projected rent \$450
56 units	< 60% AMI	Projected rent \$550
16 units	Unrestricted	Projected rent \$550

47 1-Bedroom Units (550 SF)

12 units	< 30% AMI	Projected rent \$390
15 units	< 50% AMI	Projected rent \$550
16 units	< 60% AMI	Projected rent \$650
4 units	Unrestricted	Projected rent \$650

The rent will include 100% owner-paid utilities.

Fenix Estates will provide high quality and service-enriched permanent housing for formerly homeless individuals who are frequent users of public systems, including but not limited to the Harris County Jail. It will also serve as replacement housing for formerly homeless individuals currently residing at the Northline SRO development. Many of these formerly homeless households will receive rental assistance through the HUD Continuum of Care program. Fenix Estates is part of the Mayor's initiative to provide approximately 2,500 units of permanent supportive housing, and fits into the Houston/Harris County Continuum of Care regional plan to end chronic and veteran homelessness by 2016.

The targeted population for the CoC rental assistance at Fenix Estates will be homeless single adults, including chronically homeless and veterans. Along with being homeless, the targeted population must also have a disabling condition such as a severe mental illness, chronic substance abuse problems, HIV/AIDS, or a physical or developmental disability.

In addition to rental assistance, Harris County Community Services Department will provide funding for case management and assistance with accessing supportive services such as mental health treatment, substance abuse treatment services, community based services, medical care services, resources for obtaining food, clothing and other basic needs, vocational assessments and training, and transportation assistance. Case management services will be provided by SEARCH Homeless, which will conduct a complete assessment of each client to determine what specific mainstream resources are needed to maintain housing stability. A plan is created with the clients and follow up is conducted to ensure each goal has been obtained and make any necessary adjustments. There will also be a Harris Center for Mental Health and IDD representative located at the facility for the purpose of addressing the emotional barriers that lead to behaviors associated with client returning to homelessness.

Neighborhood

The Fenix Estates neighborhood is located along 1-45 southeast of Downtown Houston. This area is commonly called the Third Ward of Houston. Development in the neighborhood consists of commercial, office, restaurants, entertainment venues, parking facilities, special use and retail

development. The University of Houston is located opposite of this project on the other side of I-45.. The neighborhood is bounded on the north by Interstate 10 and Navigation, Interstate Highway 45 to the west and south and generally Sampson Street to the east. Major thoroughfares include IH-45, US Highway 59, Main, Fannin, and Crawford.

The area around Fenix Estates has numerous amenities that provide for future resident's transportation, shopping, educational, medical, cultural, recreation and spiritual needs. Besides direct access to I-45 with a car, residents have the option of using METRO's Southeast light rail line, buses at the transit center or just walking to their destination. Within a half-mile of the site there is a Kroger grocery store, a Federally Qualified Health Center, fitness gym, a dialysis center, several churches and temples, a coffee shop, the Latino Learning Center, convenience stores, the University of Houston, and a SPARK Park and trails.

The Fenix project is part of the larger redevelopment of the former Fingers Furniture site, to be developed by Lovett Commercial. Harris County Housing Authority will work with Lovett in an overall site plan for the development of a nearly 20-acre site to include retail/commercial space with frontage on Interstate 45 and Cullen, and residential space located on Hussion and Coyle Streets at the northeast corner of the site.

Due to its proximity to downtown and the University, the neighborhood is undergoing a transition with businesses being replaced by market-rate condominium developments. Fenix Estates will serve an important unmet need for new affordable housing in the neighborhood. Houston Metro has extended the Purple Line through the neighborhood; the property is only located a short walk from the train station. This will allow residents easy access to other parts of town.

Development Team

<u>Developer:</u>	HCHA Redevelopment Authority, Inc.
<u>Developer Counsel:</u>	Jones Walker
<u>Finance Consultant:</u>	EJP Consulting Group, LLC and Praxis Consulting Group, LLC
<u>TDHCA Consultant:</u>	Structure Development
<u>General Contractor:</u>	To be identified
<u>Property Manager:</u>	To be identified LIHTC management firm
<u>Architect:</u>	Smith & Company Architects, Inc.

Fenix Estates will be owned by Fenix Estates I, LP, a Texas limited partnership. The 0.01% General Partner of the Owner LP will be Fenix Estates I GP, LLC, a Texas limited liability company. HCHA Redevelopment Authority, Inc., the non-profit instrumentality of the Harris County Housing Authority, will be the sole member of the GP LLC. HCHA Redevelopment Authority, Inc., or a to-be-created sole purpose entity controlled by the Authority will act as Developer.

The Harris County Housing Authority is a Section 8-only public housing authority located in Houston, TX. It currently employs 38 regular full time staff, owns and manages 1,038 affordable housing units and administers rental assistance for 4,100 privately owned rental units

[illegible]

1-30-0

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A1.00

PRELIMINARY. NOT FOR
REGULATORY APPROVAL
PERMITTING OR
CONSTRUCTION

SITE PLAN

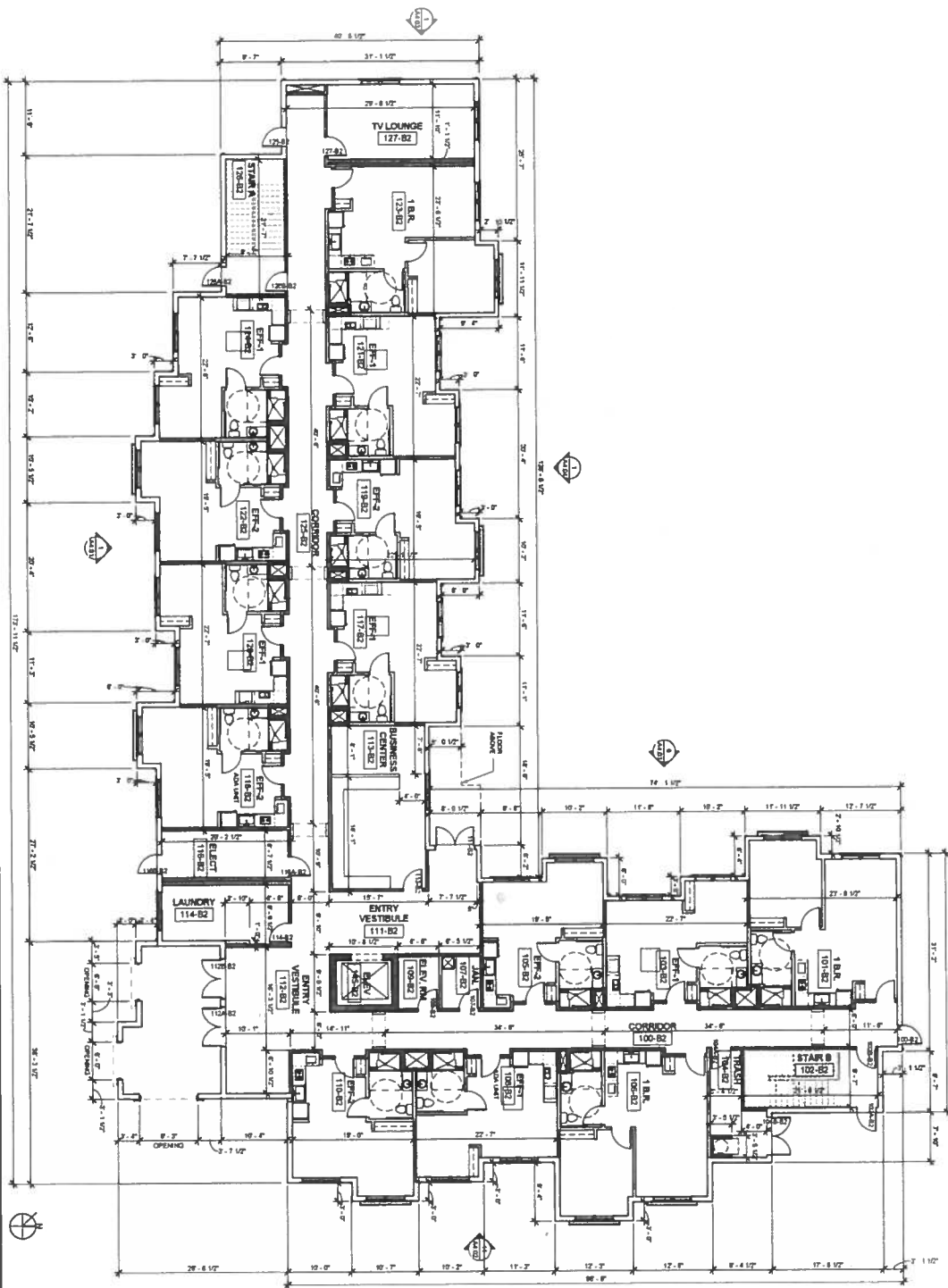
FENIX ESTATES - PHASE I & II
HOUSTON, TEXAS

NO.	DATE	DESCRIPTION
1	10/1/19	...
2	10/2/19	...
3	10/3/19	...
4	10/4/19	...
5	10/5/19	...
6	10/6/19	...
7	10/7/19	...
8	10/8/19	...
9	10/9/19	...
10	10/10/19	...
11	10/11/19	...
12	10/12/19	...
13	10/13/19	...
14	10/14/19	...
15	10/15/19	...
16	10/16/19	...
17	10/17/19	...
18	10/18/19	...
19	10/19/19	...
20	10/20/19	...
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22	10/22/19	...
23	10/23/19	...
24	10/24/19	...
25	10/25/19	...
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30	10/30/19	...
31	10/31/19	...

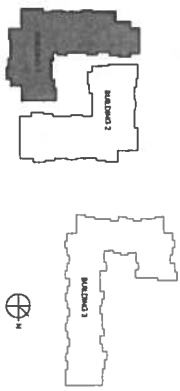
SMITH & COMPANY
ARCHITECT
1600 MCCOY ST. SUITE 200
HOUSTON, TEXAS 77004
PHONE 713-424-1202
FAX 713-424-6011
www.smith-co.com

PROJECT NUMBER XXXX
DATE ISSUED
ISSUE DATE
REVISIONS.

BUILDING 1 (PHASE II) FLOOR PLAN - LEVEL 1



NET PLAN
NO SCALE



A2.00

PRELIMINARY NOT FOR
RENDERING OR
CONSTRUCTION

FLOOR PLAN
BUILDING 1 LEVEL 1
PHASE I

FENIX ESTATES - PHASE I & II
HOUSTON, TEXAS

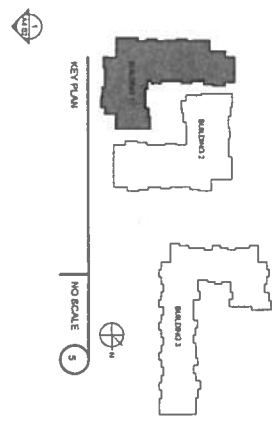
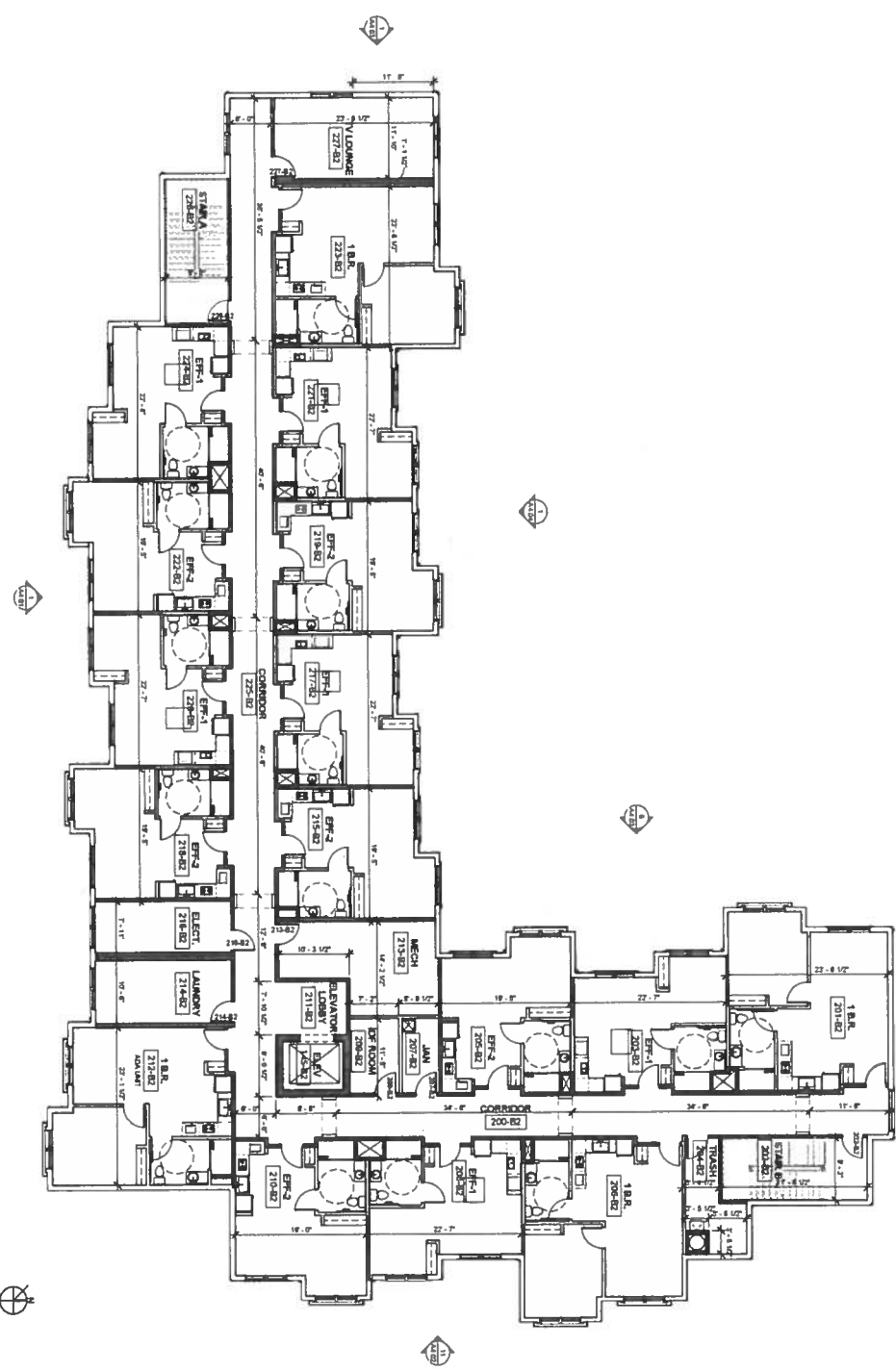
NO. DATE DESCRIPTION

SMITHCOMPANY
1600 WOODBRIDGE ST. SUITE 200
HOUSTON, TEXAS 77056
PHONE: 713.862.0000
FAX: 713.862.0001
www.smithcompany.com
PROJECT NUMBER: 002415H
DATE ISSUED: JULY 13, 2015
REVISIONS:

BUILDING 1 (PHASE II) TYPICAL FLOOR PLAN - LEVELS 2-3

1/8" = 1'-0"

A2.01



FLOOR PLAN
BUILDING 1 LEVELS 2-3
PHASE I

FENIX ESTATES - PHASE I & II
HOUSTON, TEXAS

NO. DATE DESCRIPTION

SMITHCOMPANY

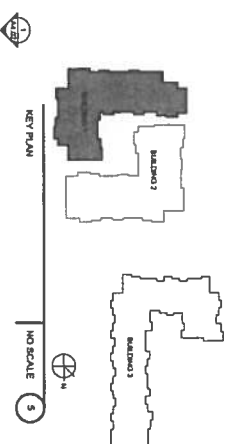
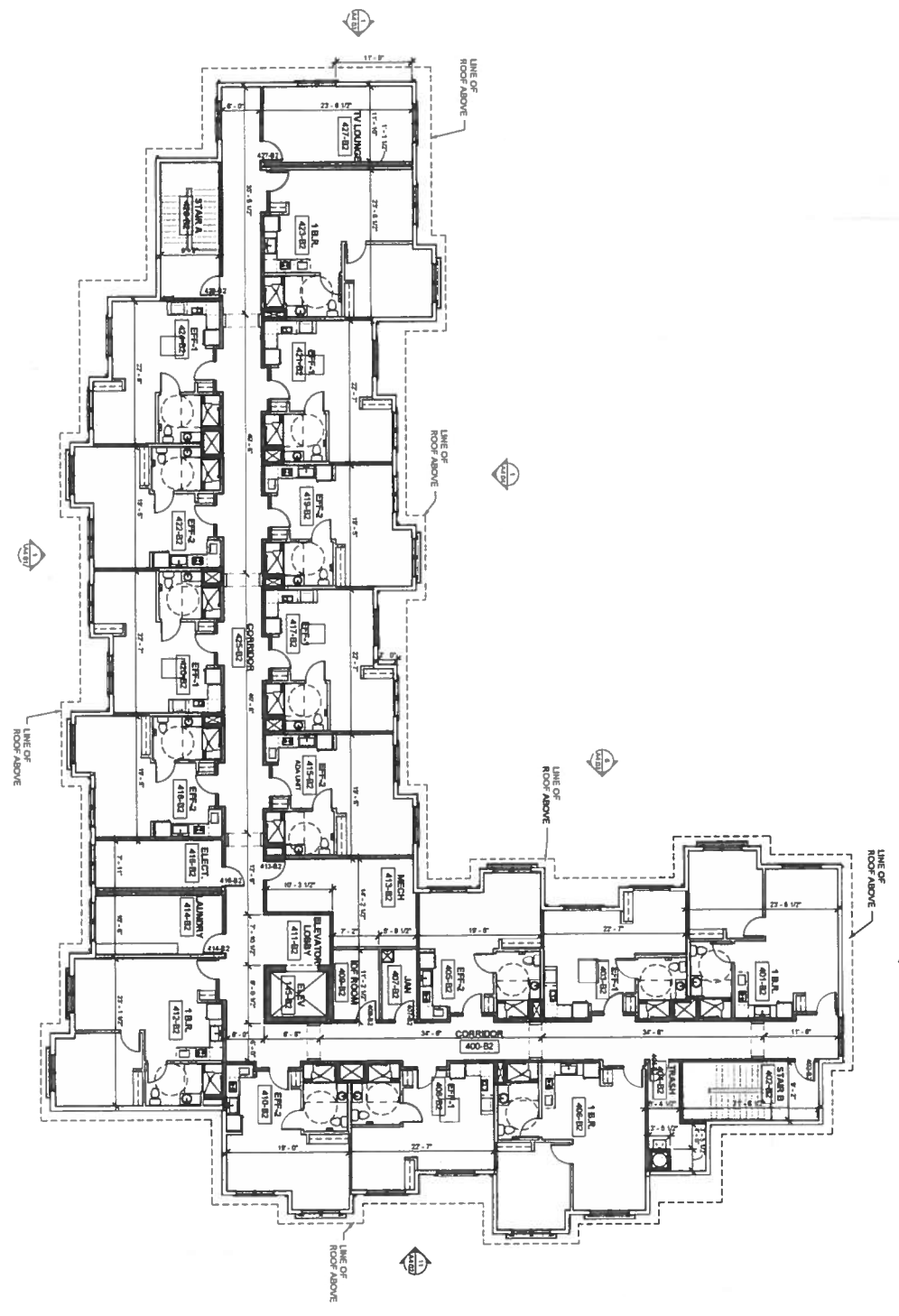
1000 WOODBRIDGE BLVD. SUITE 200
HOUSTON, TEXAS 77057
TEL: 713-464-4000
FAX: 713-464-4001
www.smithcompany.com

PROJECT NUMBER: 000415N
DATE ISSUED: JULY 13, 2015
REVISIONS:

PRELIMINARY: NOT FOR
REGULATORY APPROVAL,
PERMITTING OR
CONSTRUCTION

BUILDING 1 (PHASE B) FLOOR PLAN - LEVEL 4

1/8" = 1'-0"



A2.02

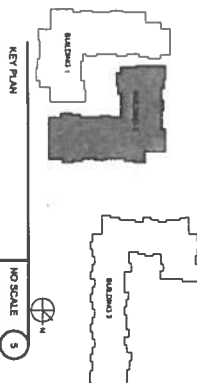
PRELIMINARY NOT FOR
CONSTRUCTION
PERMITTING OR
CONSTRUCTION

FLOOR PLAN BUILDING 1 LEVEL 4 PHASE I

FENIX ESTATES - PHASE I & II HOUSTON, TEXAS

NO. DATE DESCRIPTION

SMITHCOMPANY
ARCHITECTS
11111 RICHMOND AVE., SUITE 100
HOUSTON, TEXAS 77036
PROJECT: 1711111111
DATE: 11/11/11
PROJECT NUMBER:
DATE ISSUED:
JULY 13, 2015
REVISIONS:

 $1/8" = 1' - 0"$

PRELIMINARY, NOT FOR
REGULATORY APPROVAL,
PERMITTING OR
CONSTRUCTION

FENIX ESTATES - PHASE I & II
HOUSTON, TEXAS

NO.	DATE	DESCRIPTION
1	10/1/19	...
2	10/2/19	...
3	10/3/19	...
4	10/4/19	...
5	10/5/19	...
6	10/6/19	...
7	10/7/19	...
8	10/8/19	...
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31	10/31/19	...

PROJECT NO.
032415N
DATE ISSUE
JULY 13, 2011
REVISIONS:

PROJECT NUMBER
002415H

100

FAX 713-874-0071
BOWEN BROS. INC./N. CALIF.

PHONE 714/634-252

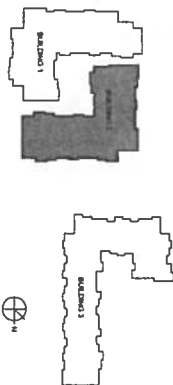
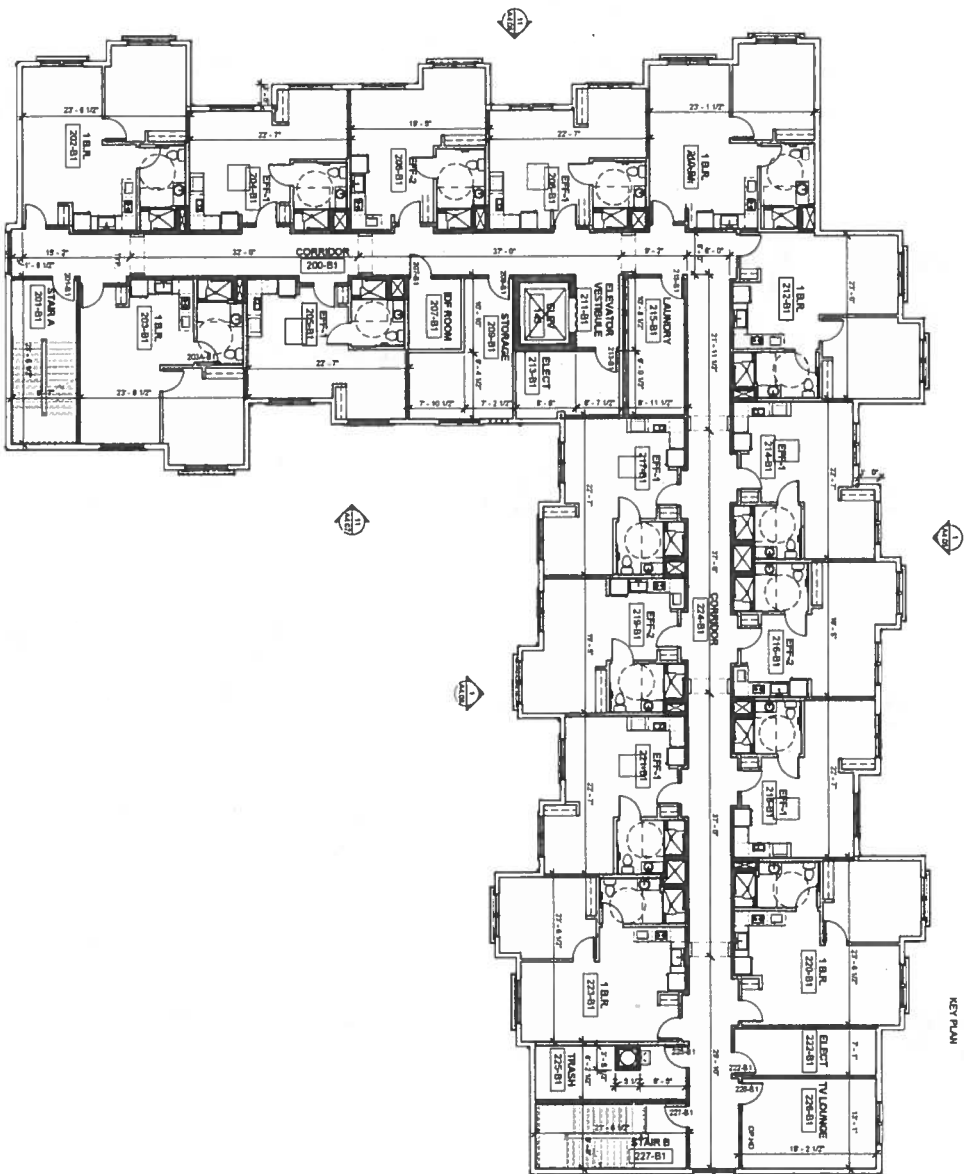
11600 MCCOWEN ST. SUITE 100
MCCOWEN, TEXAS 75458-1160

А Н С Н 1

SMITH & COMPANY

1

1999



KEY PLAN
NO SCALE

BUILDING 2 (PHASE II) TYPICAL FLOOR PLAN - LEVELS 2-3

1

A2.04

PRELIMINARY, NOT FOR
CONSTRUCTION

FLOOR PLAN
BUILDING 1 LEVEL 2-3
PHASE I

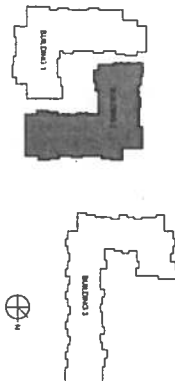
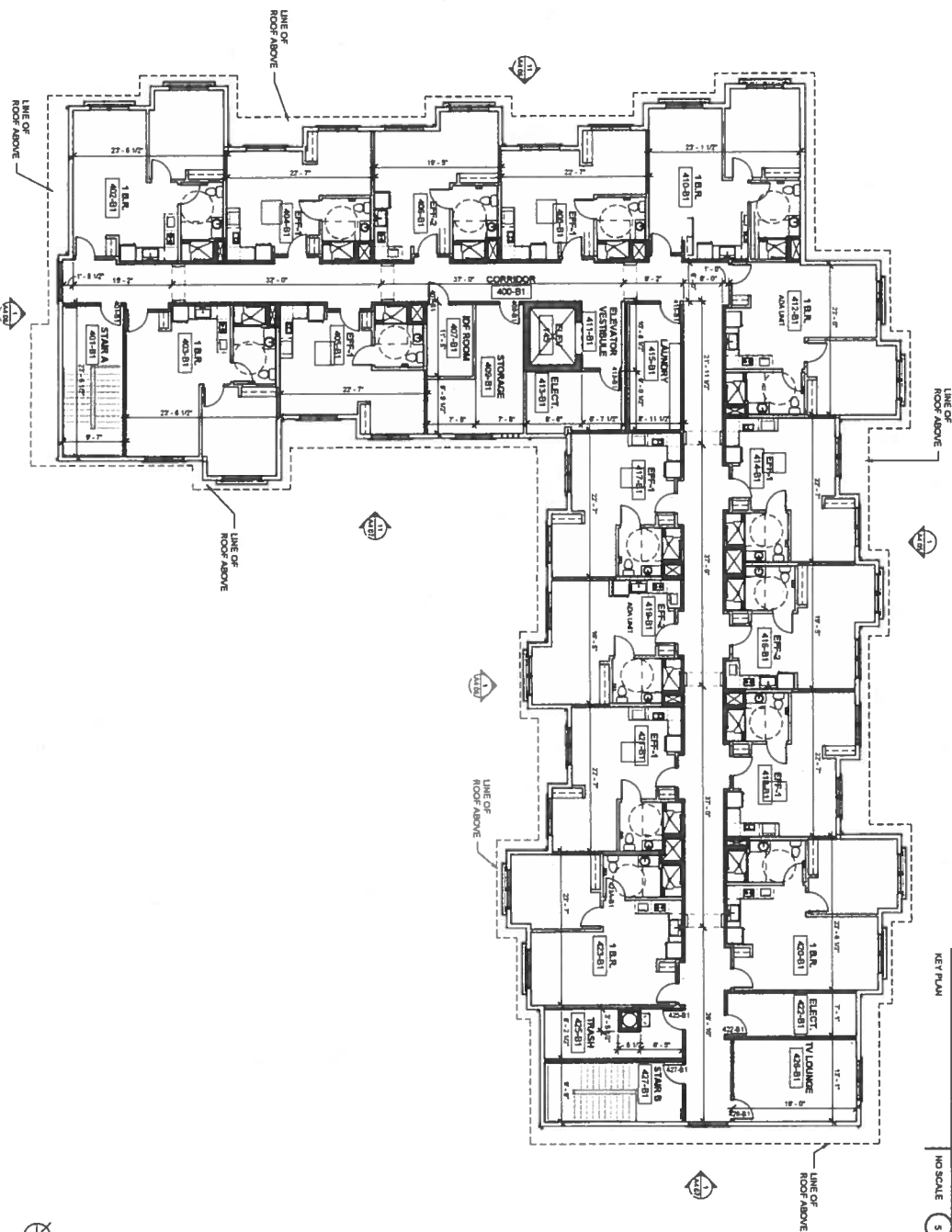
FENIX ESTATES - PHASE I & II
HOUSTON, TEXAS

NO. DATE DESCRIPTION

PROJECT NUMBER:
DATE ISSUED:
JULY 13, 2015
REVISIONS:

SMITH COMPANY
ARCHITECTS
10000 N. FARM ROAD, SUITE 200
HOUSTON, TEXAS 77036
PHONE: 281.442.4200
FAX: 281.442.4201
WWW.SMITHCOMPANY.COM

BUILDING 2 PHASE II FLOOR PLAN - LEVEL 4



KEY PLAN

NO SCALE

1/8" = 1'-0"

1

A2.05

PRELIMINARY NOT FOR
REGULATION OR FINAL
CONSTRUCTION

FLOOR PLAN BUILDING 1 LEVEL 4 PHASE I

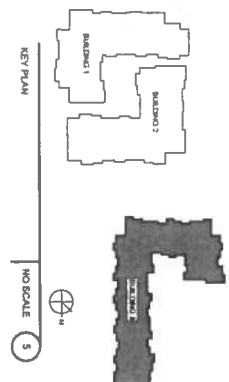
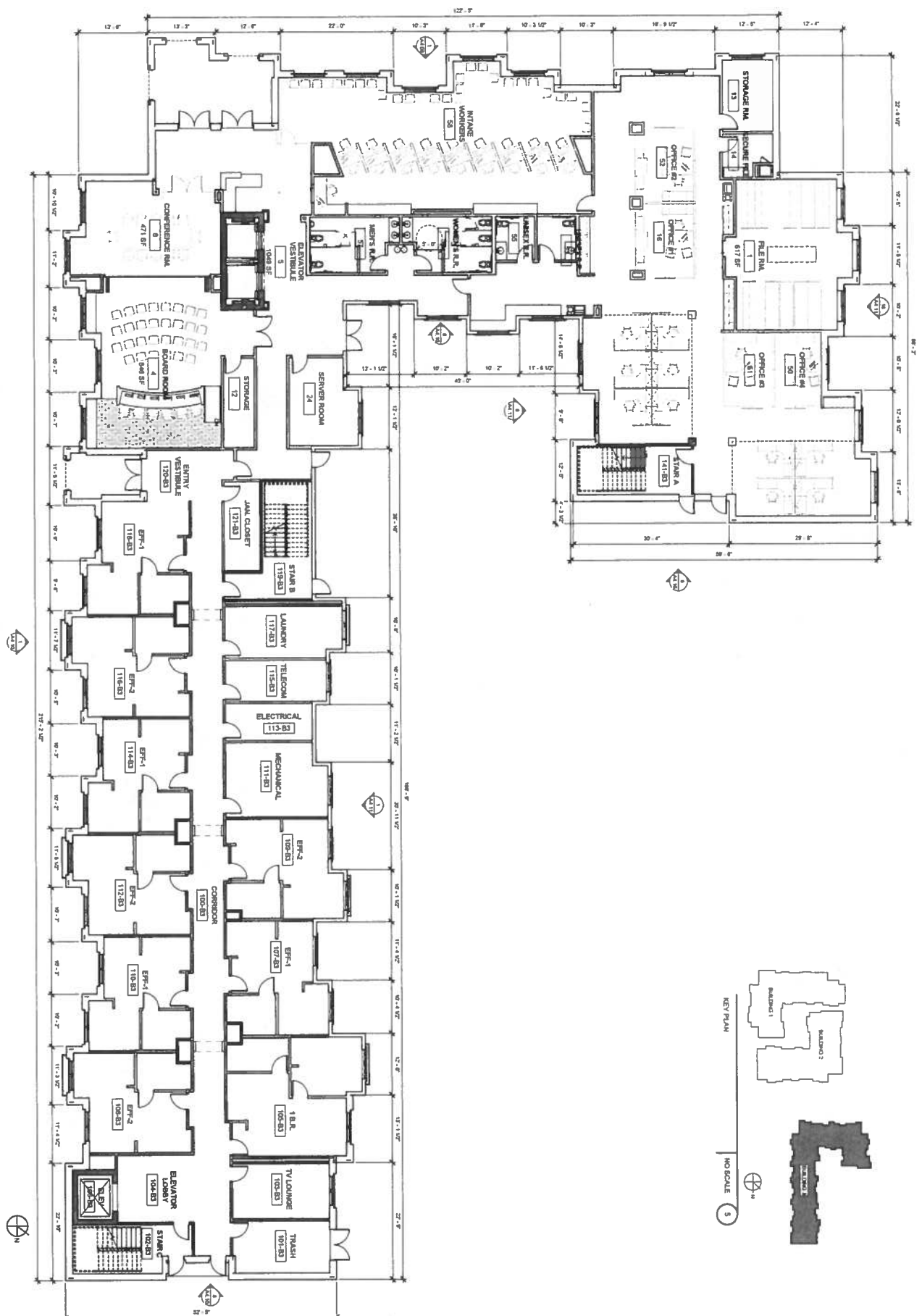
FENIX ESTATES - PHASE I & II
HOUSTON, TEXAS

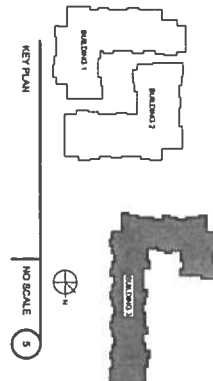
NO. DATE DESCRIPTION

PROJECT NUMBER:
DATE ISSUED:
JULY 13, 2015
REVISIONS

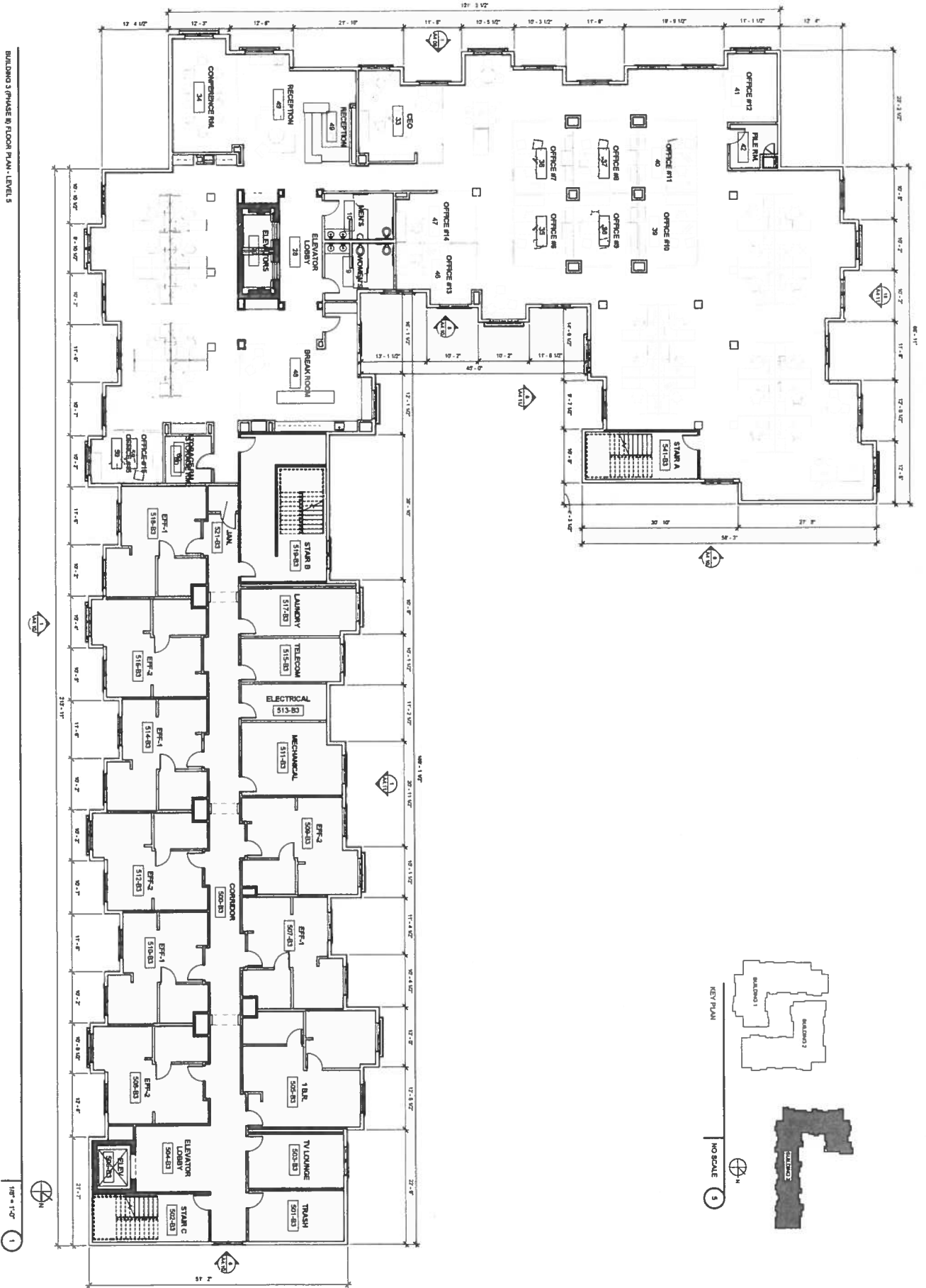
SMITH COMPANY
ARCHITECTS
10000 WEST 10TH STREET
HOUSTON, TEXAS 77036
PHONE (713) 414-4000
FAX (713) 414-4001
WWW.SMITHCOMPANY.COM

BUILDING 3 (PHASE II) FLOOR PLAN - LEVEL 1





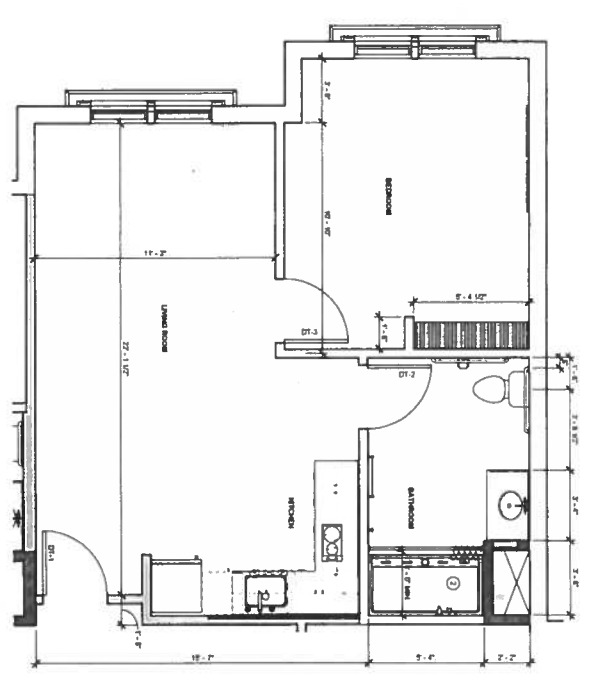
PRELIMINARY. NOT FOR
REGULATORY APPROVAL.
PERMITTING OR
CONSTRUCTION



ENLARGED FLOOR PLAN @ FENIX ESTATES - PHASE I & II
 LIVING UNITS

A2.09

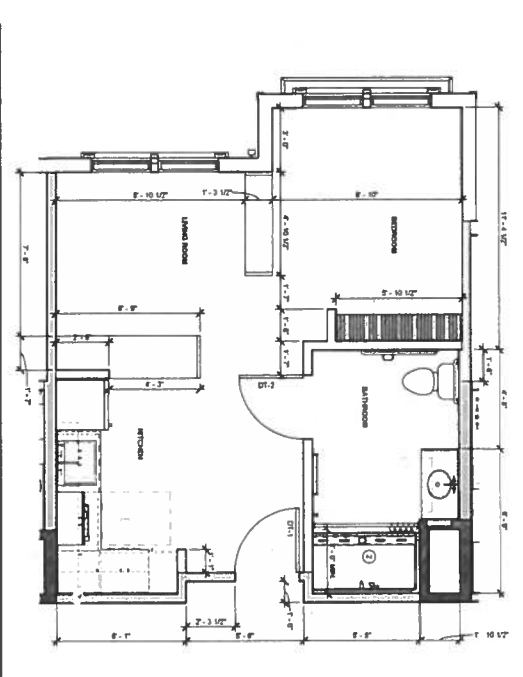
PRELIMINARY NOT FOR
 REVISIONS, REDESIGN, OR
 CONSTRUCTION



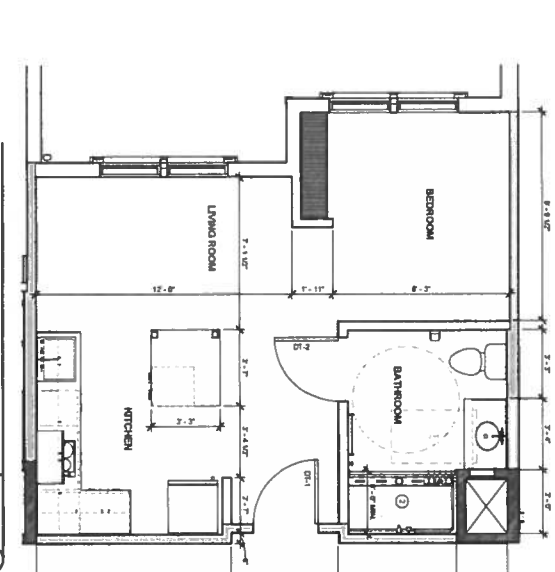
ENLARGED FLOOR PLAN - 1 BEDROOM (250 SF)
 3/8" = 1'-0"

PHASE I		PHASE II	
Building 1		Building 2	
24	EFF. TYPE 1 UNITS	35	EFF. TYPE 1 UNITS
24	EFF. TYPE 2 UNITS	41	EFF. TYPE 2 UNITS
15	1 BEDROOM UNITS	14	1 BEDROOM UNITS
63	TOTAL UNITS	90	TOTAL LIVING UNITS
Building 2			
21	EFF. TYPE 1 UNITS		
21	EFF. TYPE 2 UNITS		
18	1 BEDROOM UNITS		
60	TOTAL UNITS		

LIVING UNIT ANALYSIS
 NO SCALE



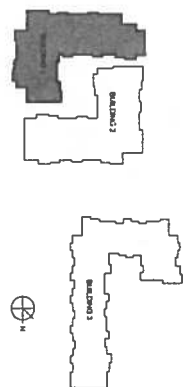
ENLARGED FLOOR PLAN - EFF. TYPE 2 UNIT (250 SF)
 3/8" = 1'-0"



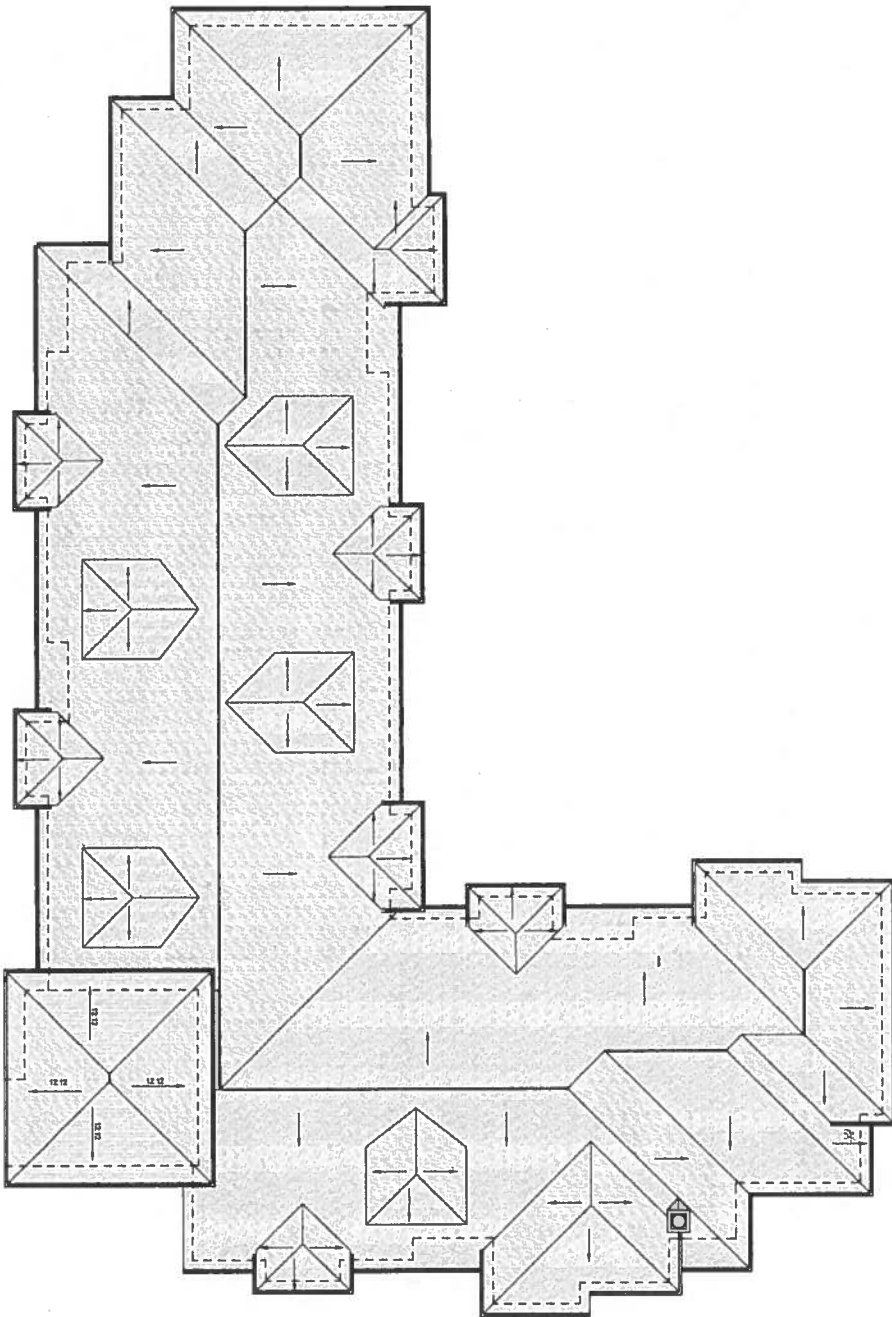
ENLARGED FLOOR PLAN - EFF. TYPE 1 UNIT (250 SF)
 3/8" = 1'-0"

ROOF PLAN - BLDG 1

1. REFER TO ELEVATION SHEET FOR DOWNPOUT LOCATIONS
2. ROOF SLOPE IS 8" PER FOOT TYP. (1/2" S4)
3. ATTIC IS FULLY FINISHED
4. ROOF SHALL BE ON EQUAL TO ARCHITECTURAL TRIM LIKE AMERICAN HANOVER ROOFING SPECIALTY TYP. (1/2" S4)
5. REFER TO STRUCTURAL DRAWINGS FOR ROOF TRUSS & FINISHING INFORMATION

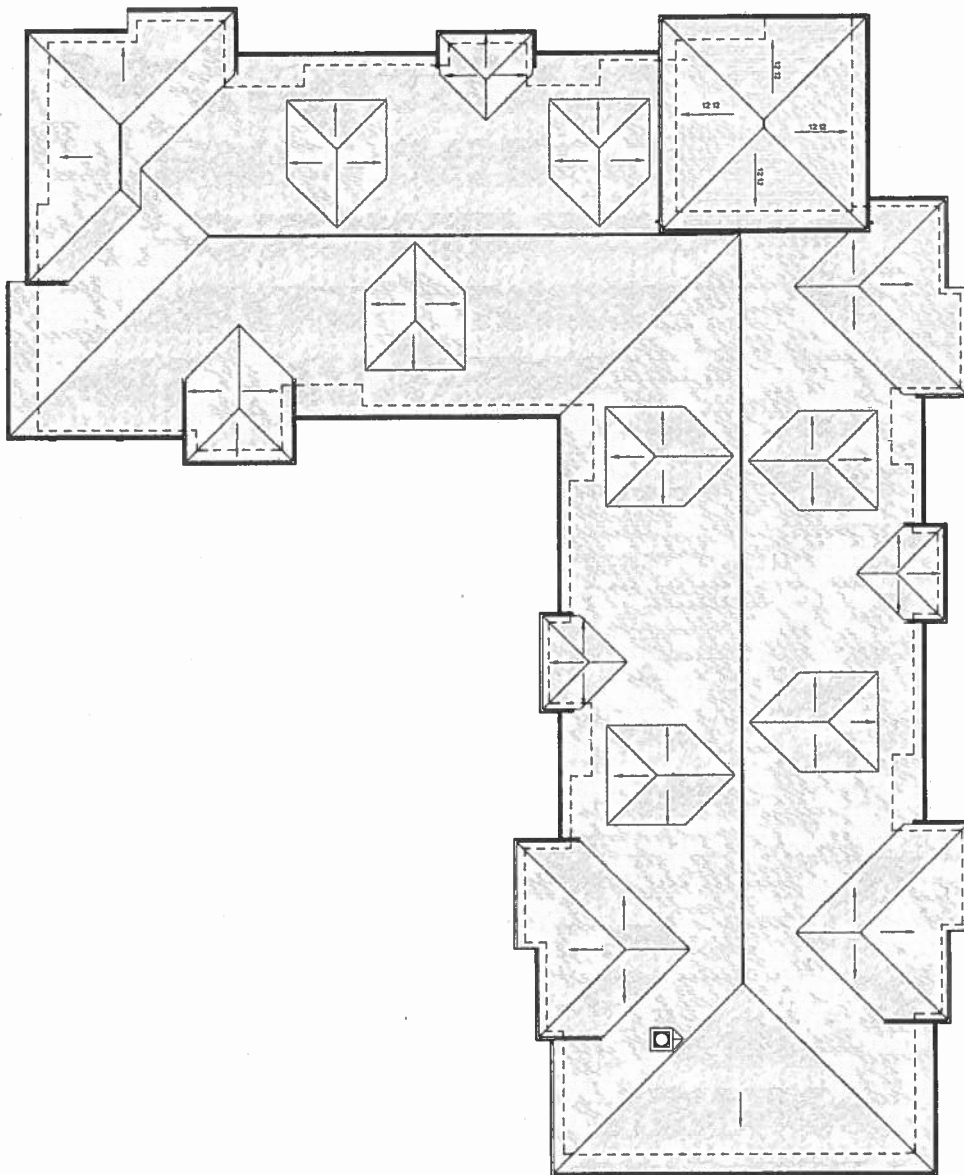


NO SCALE



5 1/8" = 1' 0"

NO SCALE 1



REF PLAN

NO SCALE

5

BUILDING 2 (PHASE I) ROOF PLAN

1/8" = 1'-0"

6

GENERAL NOTES

NO SCALE

1

1. REFER TO ELEVATION SHEETS FOR DOWNPOUT LOCATIONS
2. ROOF SLOPE IS 12 IN 12
3. ATTE IN HALF (SHEATHING)
4. ROOF SHALL BE ON EQUAL TO ARCHITECTURAL FINISHING AND INTERIOR FINISHES
5. ROOFING SHALL BE 1/2" (1/2")
6. REFER TO STRUCTURAL DRAWINGS FOR ROOF TRUSSES & FRAMING INFORMATION

A2.51

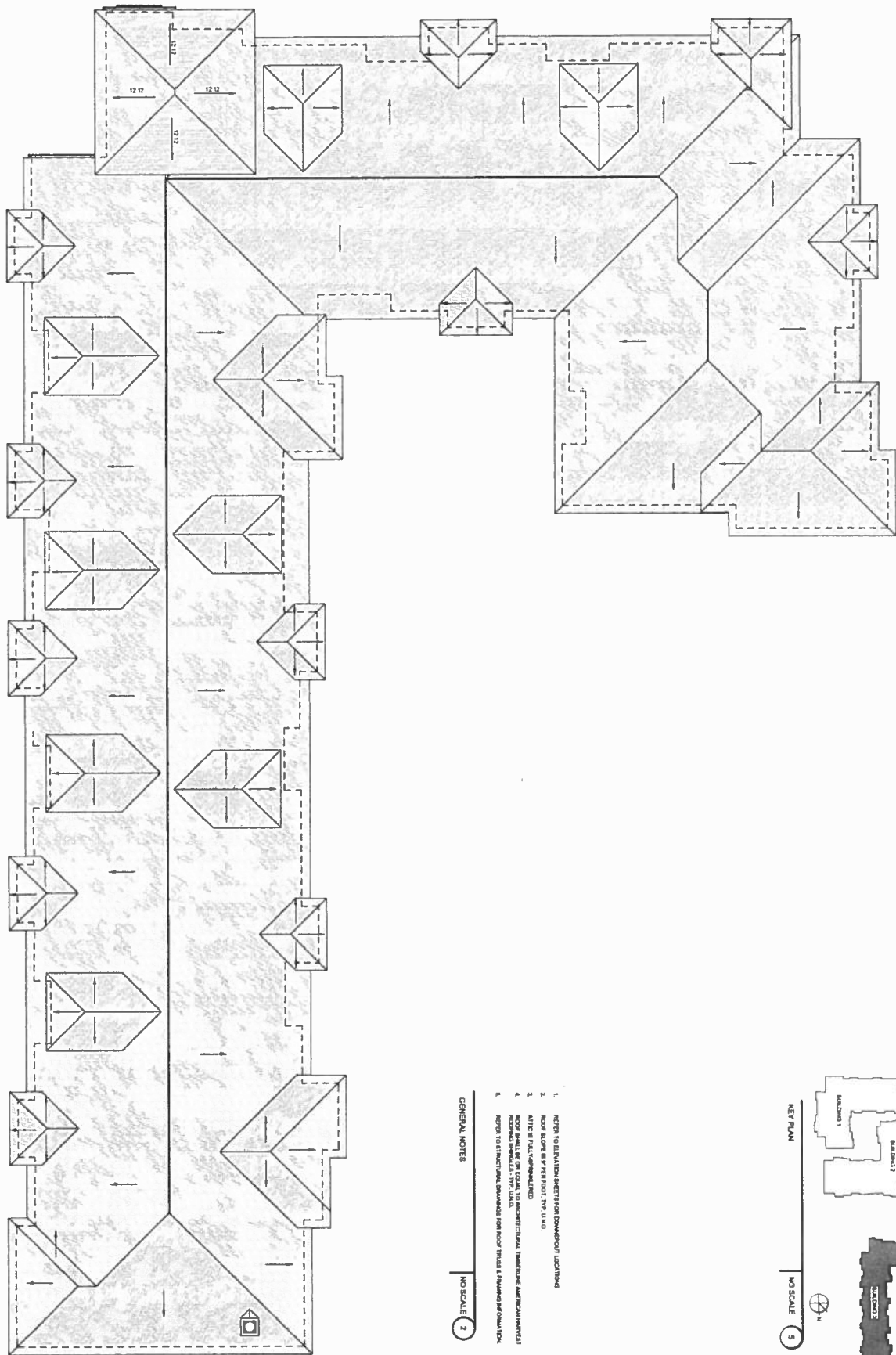
PRELIMINARY NOT FOR
REGULATORY APPROVAL,
PERMITTING OR
CONSTRUCTION

ROOF PLAN - BLDG 2

FENIX ESTATES - PHASE I & II
HOUSTON, TEXAS

NO. DATE DESCRIPTION

SMITHCOMPANY
15500 ALCOCK ROAD, SUITE 200
HOUSTON, TEXAS 77058
TEL: 281.416.1000
FAX: 281.416.1001
WWW.SMITHCOMPANY.COM
PROJECT NUMBER:
000000
DATE ISSUED:
JULY 13, 2015
REVISIONS:



1. REFER TO ELEVATION SHEETS FOR (COMPANY) LOCATIONS
 2. ROOF SLOPE IS 8/12 PER FOOT (TYP. U.S.A.)
 3. ALL ELEVATIONS ARE UNFINISHED
 4. ROOF SHALL BE ON EQUAL TO ARCHITECTURAL (THINNING AMERICAN WOODS)
 5. ROOFING SHALL BE 1/2\"/>
- GENERAL NOTES

NO SCALE 2



KEY PLAN

NO SCALE 5

SMITH COMPANY
 1500 WASHINGTON ST. SUITE 200
 HOUSTON, TEXAS 77002
 PHONE (713) 864-1111
 FAX (713) 864-1111
 WWW.SMITHCOMPANY.COM

PROJECT NUMBER: XXXX
 DATE ISSUED:
 ISSUE DATE:
 REVISIONS:

NO. DATE DESCRIPTION

FENIX ESTATES - PHASE I & II HOUSTON, TEXAS

ROOF PLAN - BUILDING 3

THIS DRAWING IS NOT FOR
 REGULATION, APPROVAL,
 PERMITTING OR
 CONSTRUCTION

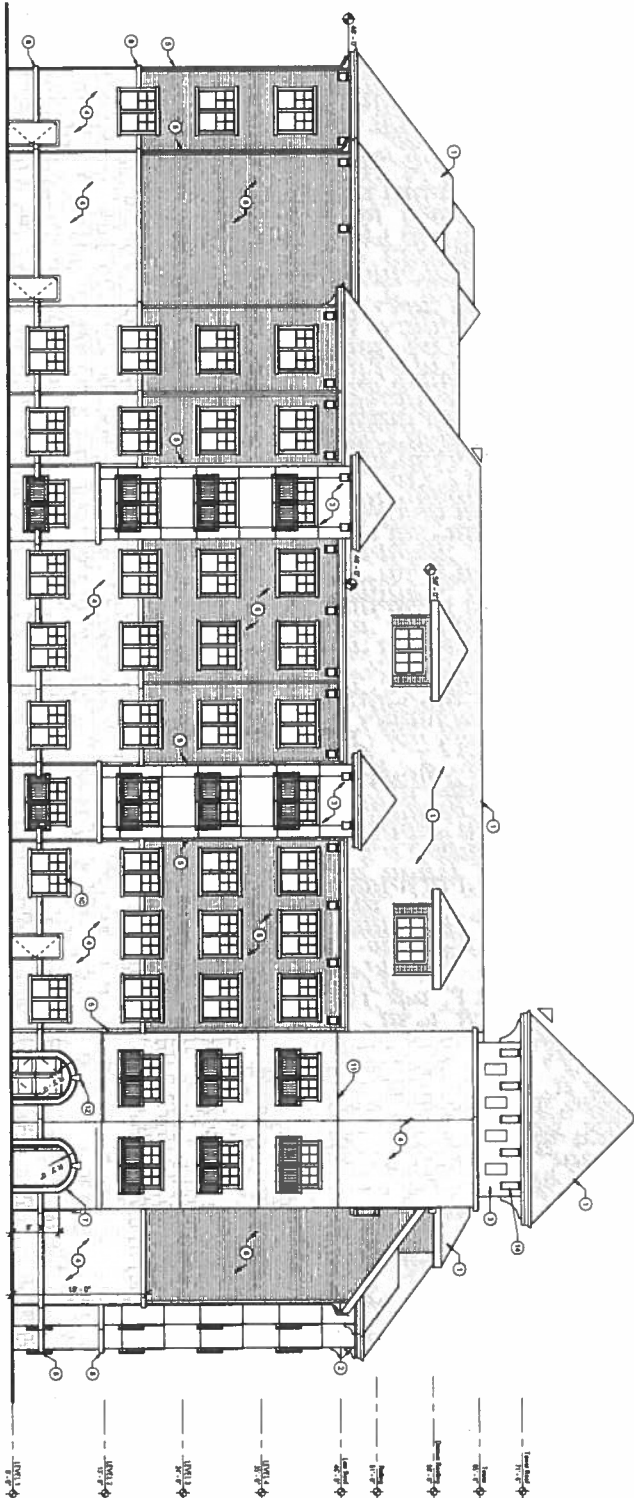
A2.52

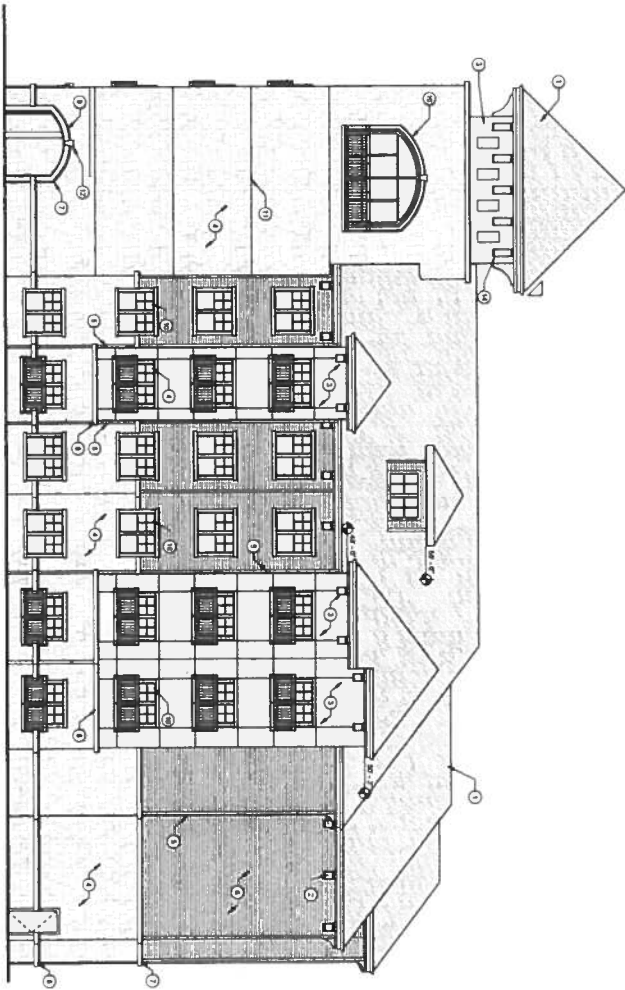
1550 MCCOY BLVD. SUITE 200
HOUSTON, TEXAS 77054
PHONE 713-244-2300
FAX 713-244-0771
www.80-9711.com

**FENIX ESTATES - PHASE I & II
HOUSTON, TEXAS**

EXTERIOR ELEVATIONS
BLDG1 BASE BID

A4.01





BLDG1 (PHASE B) EAST ELEVATION

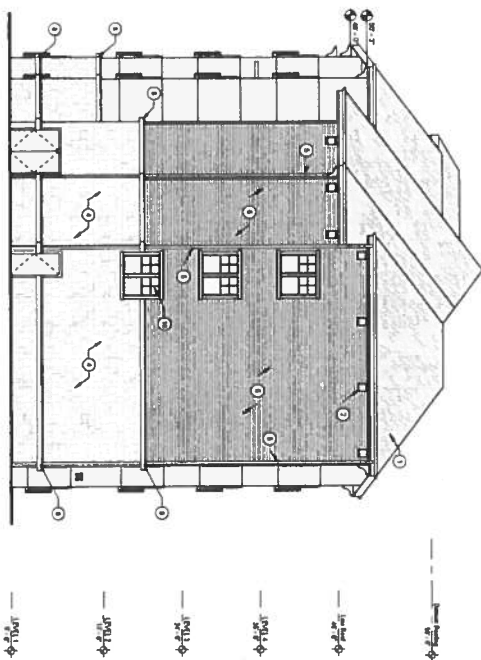
1/8" = 1'-0"

11

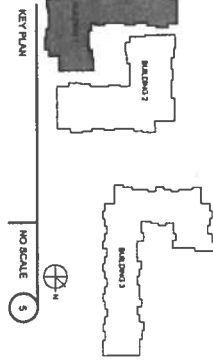
BLDG1 (PHASE B) NORTH COURTYARD ELEVATION 2

1/8" = 1'-0"

1



- KEY NOTES
1. ARCHITECTURAL, TRIM, FINE, AND FINISH MATERIALS AND FINISHES ON APPROVED EQUAL.
 2. SMALL DETAIL CORNERS BY APPROVED CONTRACTOR.
 3. ALL STUCCO WORKERS WORKING UNDER APPROVED CONTRACTOR.
 4. APPROVED WINDOW UNITS.
 5. PREPARE ALUMINUM CORNERPOSTS BY APPROVED CONTRACTOR (SEE DETAIL FOR ALUMINUM CORNERPOSTS).
 6. MAKEUP PLASTER WORK BY APPROVED CONTRACTOR.
 7. EXTERIOR STONE WORK BY APPROVED CONTRACTOR.
 8. EXTERIOR STONE WORK BY APPROVED CONTRACTOR.
 9. WALL TRIM BY APPROVED CONTRACTOR.
 10. WINDOW TRIM BY APPROVED CONTRACTOR.
 11. DETAIL CORNERPOSTS BY APPROVED CONTRACTOR.
 12. EXTERIOR STONE WORK BY APPROVED CONTRACTOR.
 13. PREPARE DETAIL CORNERS BY APPROVED CONTRACTOR.
 14. MAKEUP PLASTER WORK BY APPROVED CONTRACTOR.
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 98. EXTERIOR STONE WORK BY APPROVED CONTRACTOR.
 99. EXTERIOR STONE WORK BY APPROVED CONTRACTOR.
 100. EXTERIOR STONE WORK BY APPROVED CONTRACTOR.



KEY PLAN

NO SCALE

3

SMITHCOMPANY
 1500 WILSON BLVD, SUITE 200
 HOUSTON, TEXAS 77002
 PHONE: 713.464.4477
 FAX: 713.464.4477
 www.smithco.com

PROJECT NUMBER:
 000419N

DATE ISSUED:
 JULY 13, 2015

REVISIONS:

NO. DATE DESCRIPTION

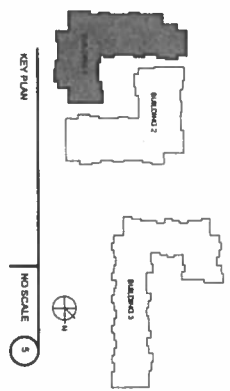
FENIX ESTATES - PHASE I & II
HOUSTON, TEXAS

EXTERIOR ELEVATIONS
BLDG1 BASE BID

DESIGNER'S USE FOR
 REGULATORY ADOPTION,
 PERMITTING OR
 CONSTRUCTION

A4.03

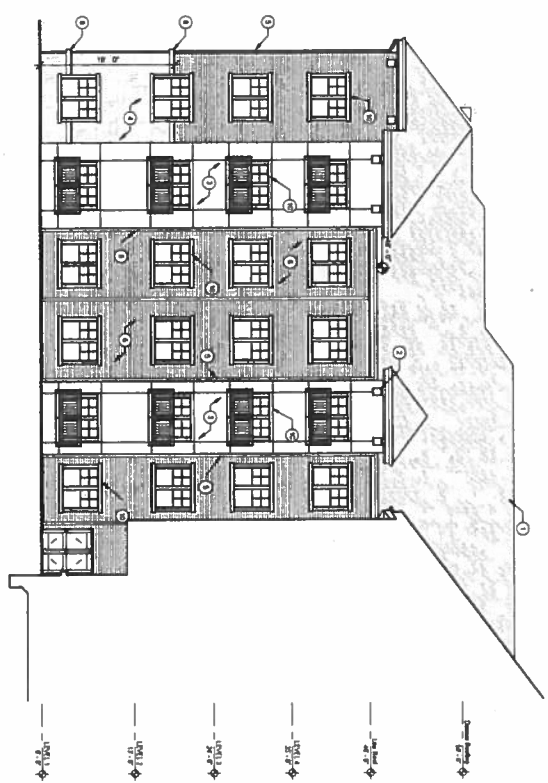
- 1 ARCHITECTURAL, STRUCTURAL, AND MECHANICAL ROOMS ARE SHOWN ON APPROVED COUL.
- 2 SMALL DETAIL CORNER BY PYTHON MATERIALS (CLUTTER)
- 3 FLO. STITCHES REQUIRED BY CONTRACT, JOINTS AND INDICATED
- 4 ADORNED MATERIALS W/DETAIL
- 5 METAL ALUMINUM CORNER/STITCH (SIT AS SHOWN IN REPAIR PLAN)
- 6 METAL PLATE CORNER (STITCHES)
- 7 CORNER STITCH CORNER (STITCHES)
- 8 CORNER STITCH
- 9 WALL STITCH BY PYTHON MATERIALS (CLUTTER)
- 10 WINDOW STITCH BY PYTHON MATERIALS
- 11 REPAIR CORNER STITCH BY DTL, AS IS
- 12 CORNER STITCH CORNER
- 13 CORNER STITCH CORNER
- 14 CORNER STITCH CORNER
- 15 CORNER STITCH CORNER
- 16 CORNER STITCH CORNER
- 17 CORNER STITCH CORNER
- 18 CORNER STITCH CORNER
- 19 CORNER STITCH CORNER
- 20 CORNER STITCH CORNER



KEY NOTES

NO SCALE 10

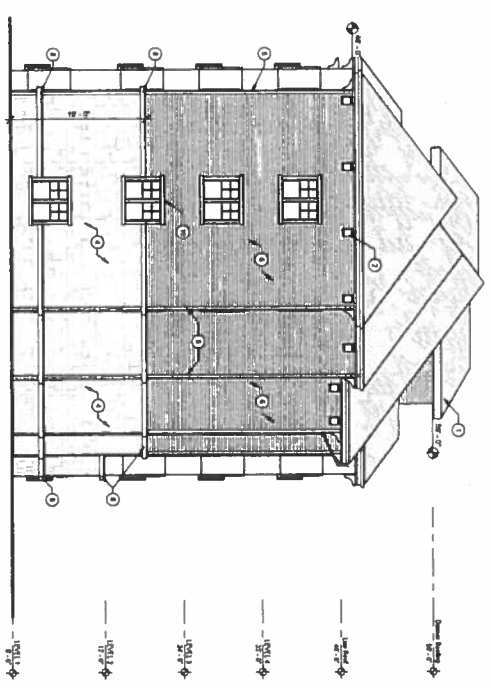
NO SCALE 3



BLDG1 (PHASE I) WEST COURTYARD ELEVATION 1

1/8" = 1'-0"

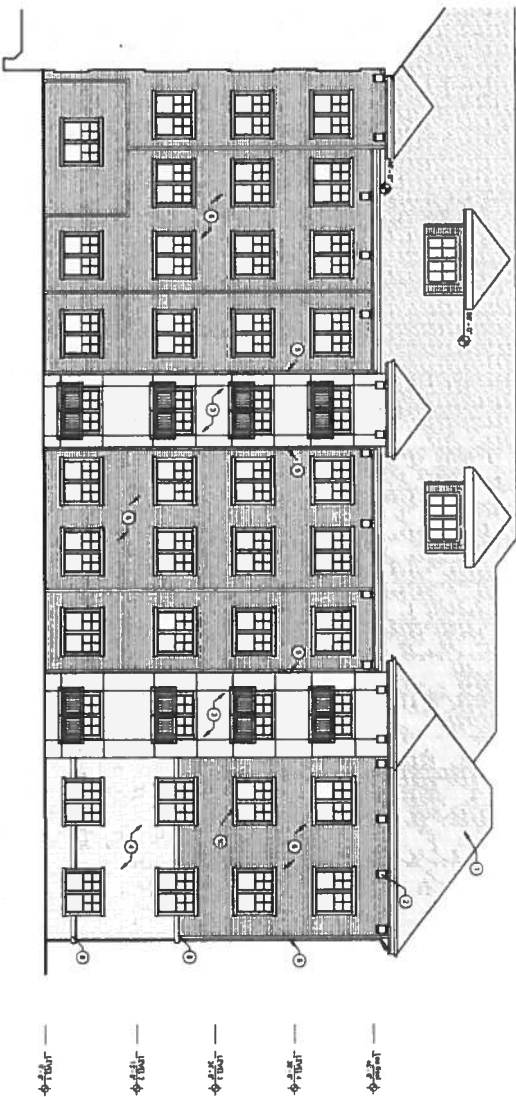
6



BLDG1 (PHASE I) WEST ELEVATION

1/8" = 1'-0"

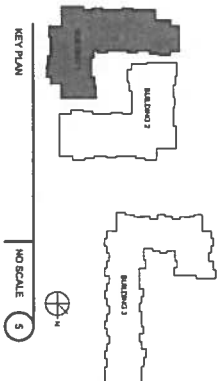
1



BLDG1-NORTH COURTYARD ELEVATION 1 BASE BID

1/8" = 1'-0"

- KEY NOTES
- 1. ARCHITECTURAL FINISHES AND MATERIALS TO BE USED AS SHOWN ON APPROVED EXHIBIT.
 - 2. SMALL DETAIL CORNER BY APPROVED ARCHITECT.
 - 3. FILL STUCCO VENEER IN CORNER, JOINTS AS SPECIFIED.
 - 4. ADD REINFORCING VENEER.
 - 5. PREPARE ALUMINUM CORNER/JOINT SET AS SHOWN IN PLAN.
 - 6. WINDOW FRAME (IF EXISTING).
 - 7. CAST STONE ANCHOR SYSTEM.
 - 8. CAST STONE TRIM.
 - 9. WALL TRIM BY APPROVED ARCHITECT.
 - 10. WINDOW TRIM BY APPROVED ARCHITECT.
 - 11. BRICK, CORNER IN STONE SET FILL, AS SHOWN.
 - 12. CAST STONE ANCHOR SYSTEM.
 - 13. PREPARE ALUMINUM CORNER/JOINTS TO MATCH EXISTING DATA.
 - 14. SMALL DETAIL CORNER BY APPROVED ARCHITECT & TOWER SETBACK LOCATION.



KEY PLAN

NO SCALE 5

SMITH COMPANY
ARCHITECTS
10000 N. FARMERS ROAD
HOUSTON, TEXAS 77036
Phone: 281.464.4444
Fax: 281.464.4445
www.smithco.com

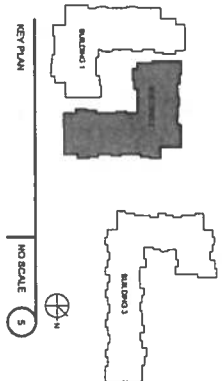
PROJECT NUMBER:
02415H
DATE ISSUED:
JULY 13, 2015
REVISIONS:

FENIX ESTATES - PHASE I & II
HOUSTON, TEXAS

EXTERIOR ELEVATIONS
BLDG1 BASE BID

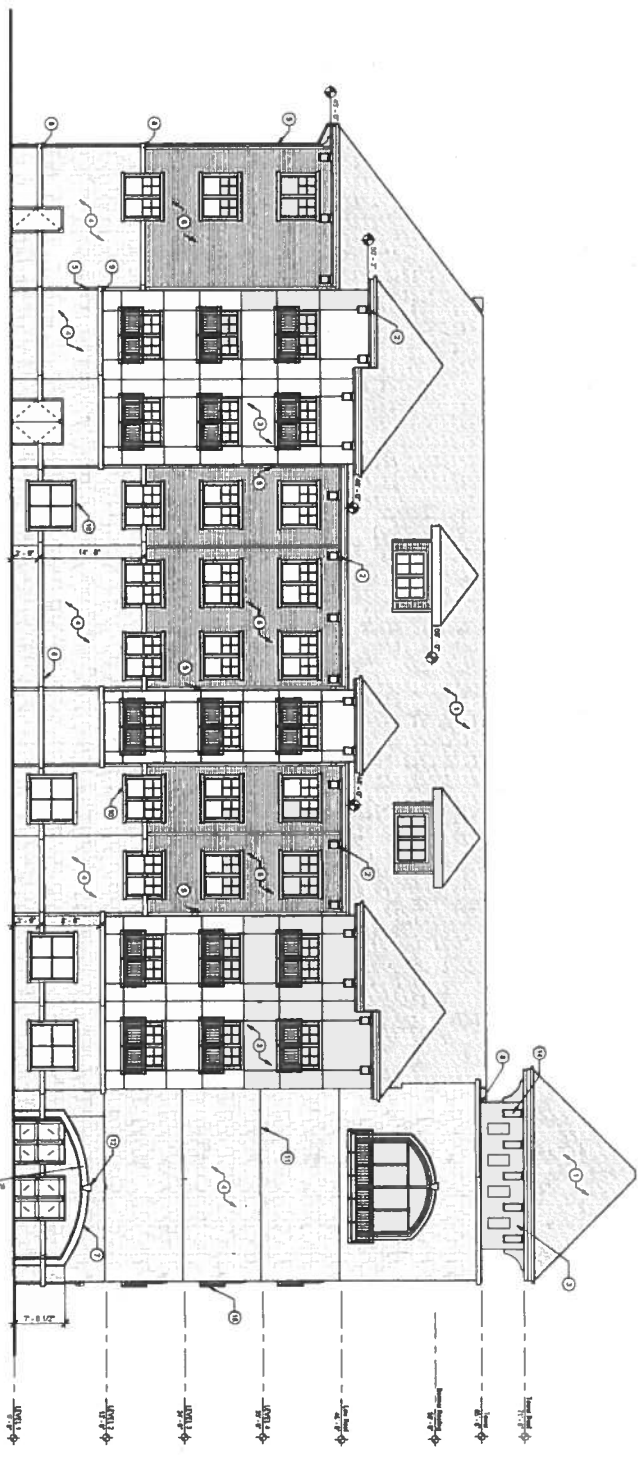
PRELIMINARY NOT FOR
CONSTRUCTION OR
PERMITTING

- KEY NOTES
- 1 ARCHITECTURAL MATERIALS AND FINISHES SHALL BE AS SHOWN ON APPROVED COLOR.
 - 2 SMALL DETAIL CORNERS BY OTHER ARCHITECTS (SLOTTED).
 - 3 FILL STITCHES REFER TO CORNER, ADJUST AS INDICATED.
 - 4 ADJUSTED MATERIALS VENEER.
 - 5 PERFORM ALUMINUM COMPARTMENT SET AND AS SHOWN AS 11 MOIST PLASTER.
 - 6 HANDED PLASTER BOARD OR EQUIVALENT.
 - 7 CAST STONE FINISHED OFFSHORE.
 - 8 CAST STONE FINISH.
 - 9 WALL TILES BY OTHER ARCHITECTS.
 - 10 WINDOW TILES BY OTHER ARCHITECTS.
 - 11 REVEAL JOINT IN STONE SETTING, AS IN.
 - 12 CAST STONE SETTING SETTING.
 - 13 PERFORM SETTING SETTING TO MATCHING DOTS.
 - 14 LAND DETAIL CORNERS BY OTHER ARCHITECTS TO MATCHING DOTS.
 - 15 TOWER DETAIL CORNERS.



NO SCALE 1/8"

NO SCALE 5'



BLDG2 PHASE B NORTH ELEVATION

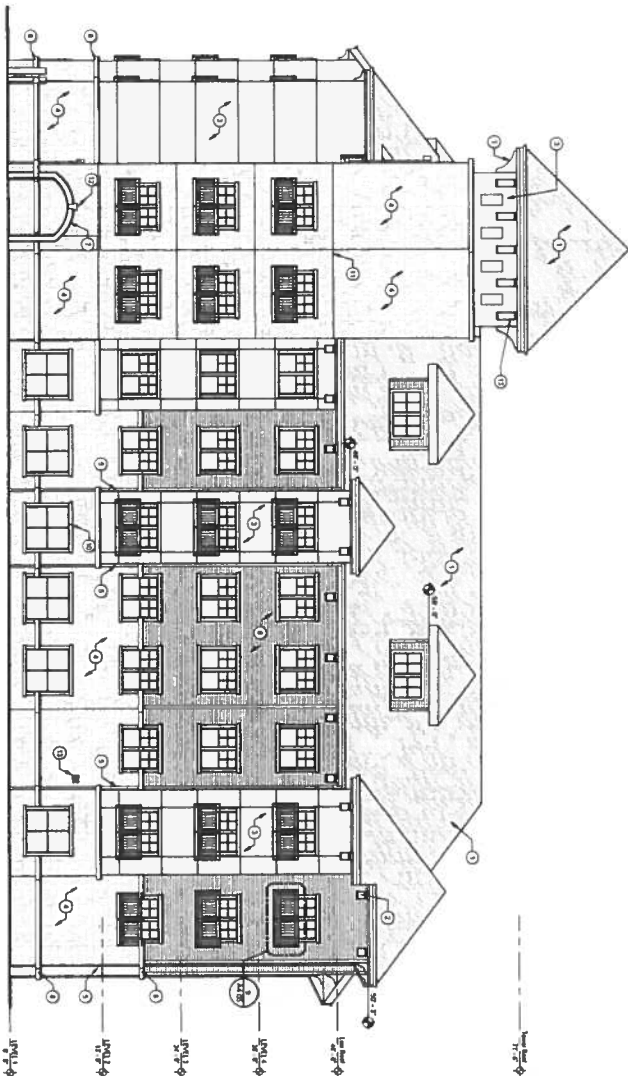
1/8" = 1'-0"

A4.05

PRELIMINARY NOT FOR
 REVISIONS OR
 PERMITTING OR
 CONSTRUCTION

**EXTERIOR ELEVATIONS
 BLDG2 BASE BID &
 WINDOW TYPES**

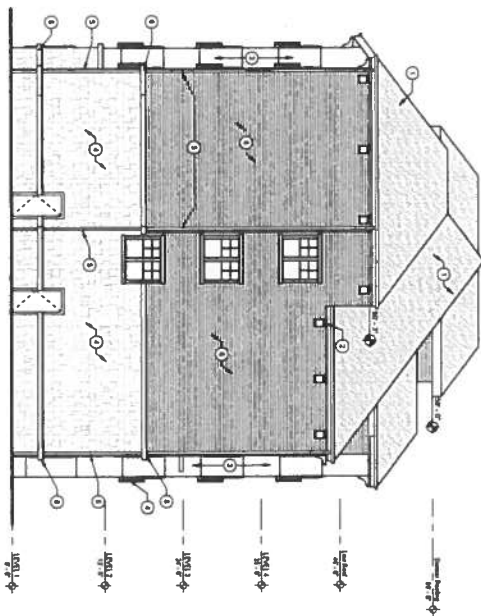
**FENIX ESTATES - PHASE I & II
 HOUSTON, TEXAS**



BLDG2, PHASE 2 WEST ELEVATION

1/8" = 1'-0"

11

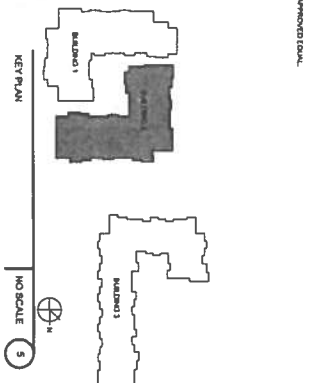


BLDG2, PHASE 2 SOUTH COURTYARD ELEVATION 2

1/8" = 1'-0"

1

- 1. ARCHITECTURAL: THESE DRAWINGS ARE NOT TO BE USED FOR ANY OTHER PURPOSES.
- 2. SMALL LETTERS: SMALL LETTERS ARE USED TO IDENTIFY THE LOCATION OF THE ELEMENTS.
- 3. FPD: FPD IS USED TO IDENTIFY THE LOCATION OF THE ELEMENTS.
- 4. AD-RENOVATION: AD-RENOVATION IS USED TO IDENTIFY THE LOCATION OF THE ELEMENTS.
- 5. FPD: FPD IS USED TO IDENTIFY THE LOCATION OF THE ELEMENTS.
- 6. AD-RENOVATION: AD-RENOVATION IS USED TO IDENTIFY THE LOCATION OF THE ELEMENTS.
- 7. FPD: FPD IS USED TO IDENTIFY THE LOCATION OF THE ELEMENTS.
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- 10. AD-RENOVATION: AD-RENOVATION IS USED TO IDENTIFY THE LOCATION OF THE ELEMENTS.
- 11. FPD: FPD IS USED TO IDENTIFY THE LOCATION OF THE ELEMENTS.
- 12. AD-RENOVATION: AD-RENOVATION IS USED TO IDENTIFY THE LOCATION OF THE ELEMENTS.
- 13. FPD: FPD IS USED TO IDENTIFY THE LOCATION OF THE ELEMENTS.
- 14. AD-RENOVATION: AD-RENOVATION IS USED TO IDENTIFY THE LOCATION OF THE ELEMENTS.
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- 17. FPD: FPD IS USED TO IDENTIFY THE LOCATION OF THE ELEMENTS.
- 18. AD-RENOVATION: AD-RENOVATION IS USED TO IDENTIFY THE LOCATION OF THE ELEMENTS.
- 19. FPD: FPD IS USED TO IDENTIFY THE LOCATION OF THE ELEMENTS.
- 20. AD-RENOVATION: AD-RENOVATION IS USED TO IDENTIFY THE LOCATION OF THE ELEMENTS.



NO. DATE DESCRIPTION

1. 1/13/2015

2. 1/13/2015

3. 1/13/2015

4. 1/13/2015

5. 1/13/2015

6. 1/13/2015

7. 1/13/2015

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15. 1/13/2015

16. 1/13/2015

17. 1/13/2015

18. 1/13/2015

19. 1/13/2015

20. 1/13/2015

A4.06

REVISIONS: NOT FOR
REGULATORY APPROVAL,
PERMITTING OR
CONSTRUCTION

EXTERIOR ELEVATIONS
BLDG2 BASE BID

FENIX ESTATES - PHASE I & II
HOUSTON, TEXAS

SMITHCOMPANY
1500 WOODBRIDGE DRIVE
HOUSTON, TEXAS 77056
TEL: 713.244.4000
FAX: 713.244.4001
www.smithcompany.com

SMITHCOMPANY
 11000 WEST 17TH STREET, SUITE 200
 HOUSTON, TEXAS 77058
 PHONE: 713-464-4000
 FAX: 713-464-4001
 WWW.SMITHCOMPANY.COM

PROJECT NUMBER:
 020415N

DATE ISSUED:
 JULY 13, 2015

REVISIONS:

NO. DATE DESCRIPTION

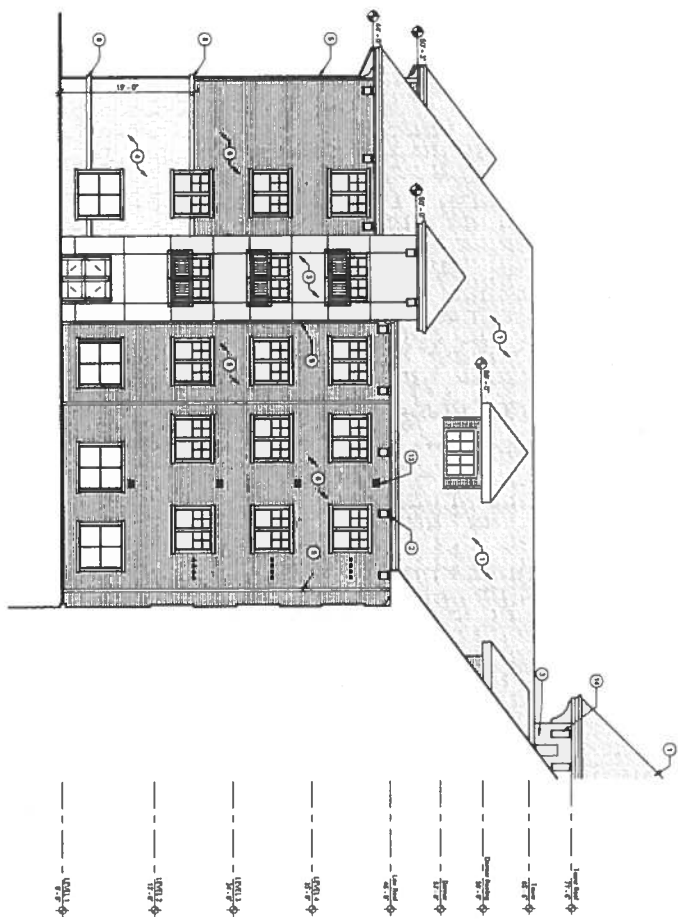
- 1 ARCHITECTURAL, INTERIOR AND EXTERIOR MATERIALS, FINISHES, SCHEDULES, OR APPROVED EQUIV.
- 2 SMALL DETAIL CORNER BY TYPICAL WINDOW POSITION
- 3 FILL FINISH CORNER BY TYPICAL CORNER AND INDICATED
- 4 ADORNED WINDOW VENTILATOR
- 5 FINISH MATERIALS CORNER BY REF. 12.00.01.01 (HORIZONTAL FLAME)
- 6 HORIZONTAL FLAME CORNER BY TYPICAL
- 7 CAST STONE, ADORNED CORNER
- 8 CAST STONE, FINISH
- 9 SMALL TYPICAL FINISH MATERIAL CORNER
- 10 WINDOW TYPICAL BY TYPICAL DETAIL
- 11 DETAIL CORNER BY TYPICAL DETAIL
- 12 CAST STONE, DETAIL CORNER
- 13 FINISH MATERIAL CORNER BY TYPICAL CORNER
- 14 LARGE DETAIL CORNER BY TYPICAL CORNER

KEY NOTES

NO SCALE 10

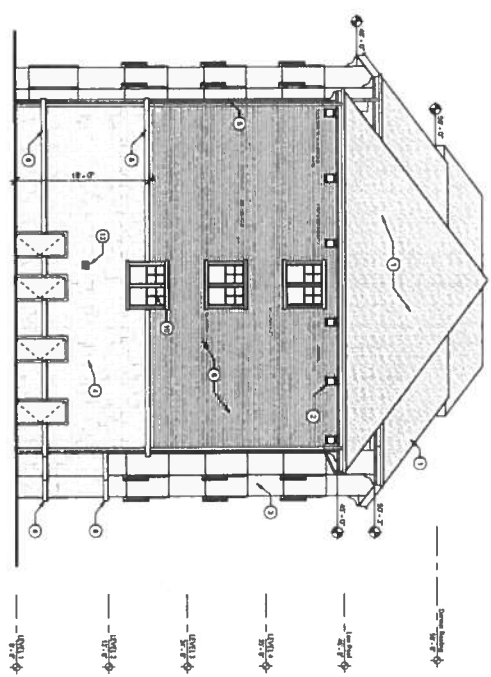
KEY PLAN

NO SCALE 5



BLDG2, PHASE 3 EAST COURTYARD ELEVATION

1/8" = 1'-0" 11



BLDG2, PHASE 3 EAST ELEVATION

1/8" = 1'-0" 1

EXTERIOR ELEVATIONS
 BLDG2 BASE BID

FENIX ESTATES - PHASE I & II
 HOUSTON, TEXAS

A4.07

PRELIMINARY, NOT FOR
 RECORD, NOT FOR
 PERMITTING OR
 CONSTRUCTION

SMITHCOMPANY
 ARCHITECTS
 1585 MOOREHEAD BL, SUITE 200
 HOUSTON, TEXAS 77056
 TEL: 713-624-4877
 FAX: 713-624-4877
 www.smithco.com

PROJECT NUMBER:
 000415N
 DATE ISSUED:
 JULY 11, 2015
 REVISIONS:

NO. DATE DESCRIPTION

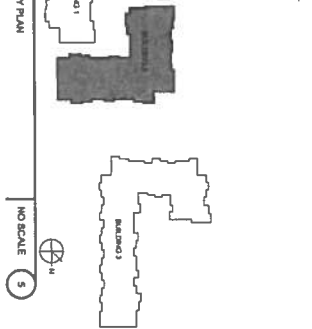
**FENIX ESTATES - PHASE I & II
 HOUSTON, TEXAS**

**EXTERIOR ELEVATIONS
 BLDG2 BASE BID**

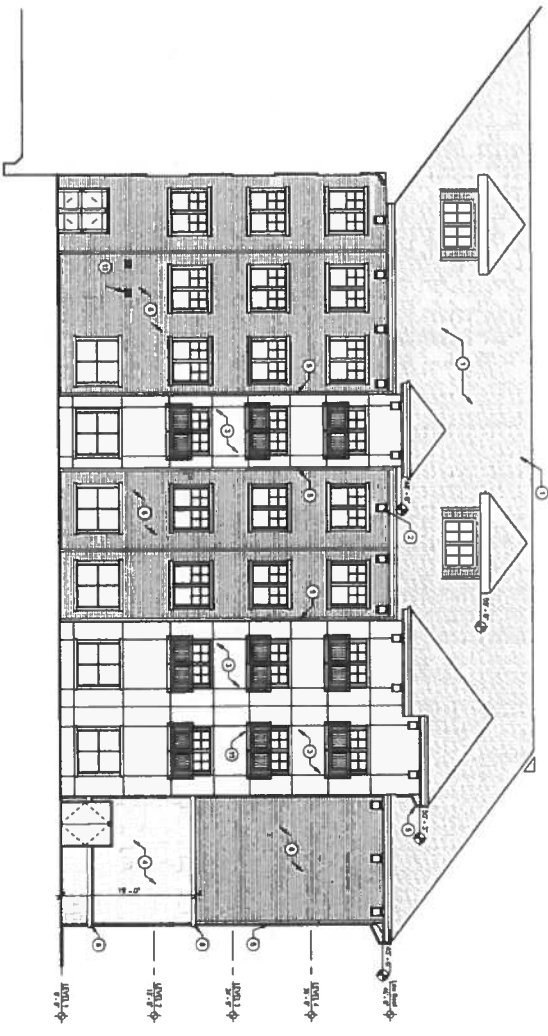
RESUBMITTAL NOT FOR
 REGULATION/APPROVAL/
 PERMITTING OR
 CONSTRUCTION

A4.08

- 1 ARCHITECTURAL FINISHES ARE AMERICAN UNIFORMS. NO FINISHES OR MATERIALS FOR APPROVED EQUAL.
- 2 SMALL DETAIL CORNERS BY TYPICAL SECTION (1) POSITION.
- 3 FILL FINISHES SHOWN IN CORNERS, JOINTS AND RECESSES.
- 4 NO FINISHES SHOWN IN CORNERS.
- 5 FINISH MATERIALS COMPARISON REF. SEE ALSO ON A4.01 FINISH PLAN(S).
- 6 FINISH MATERIALS COMPARISON REF. SEE ALSO ON A4.01 FINISH PLAN(S).
- 7 COAT STONE FINISHES (1) POSITION.
- 8 COAT STONE FINISHES (1) POSITION.
- 9 WALL FINISH BY TYPICAL SECTION (1) POSITION.
- 10 WINDOW FINISH BY TYPICAL SECTION (1) POSITION.
- 11 REVEAL JOINT IN STONE REF. BTL. A4.01.
- 12 FINISH MATERIALS COMPARISON REF. SEE ALSO ON A4.01 FINISH PLAN(S).
- 13 FINISH MATERIALS COMPARISON REF. SEE ALSO ON A4.01 FINISH PLAN(S).
- 14 FINISH MATERIALS COMPARISON REF. SEE ALSO ON A4.01 FINISH PLAN(S).
- 15 FINISH MATERIALS COMPARISON REF. SEE ALSO ON A4.01 FINISH PLAN(S).
- 16 FINISH MATERIALS COMPARISON REF. SEE ALSO ON A4.01 FINISH PLAN(S).
- 17 FINISH MATERIALS COMPARISON REF. SEE ALSO ON A4.01 FINISH PLAN(S).
- 18 FINISH MATERIALS COMPARISON REF. SEE ALSO ON A4.01 FINISH PLAN(S).
- 19 FINISH MATERIALS COMPARISON REF. SEE ALSO ON A4.01 FINISH PLAN(S).
- 20 FINISH MATERIALS COMPARISON REF. SEE ALSO ON A4.01 FINISH PLAN(S).



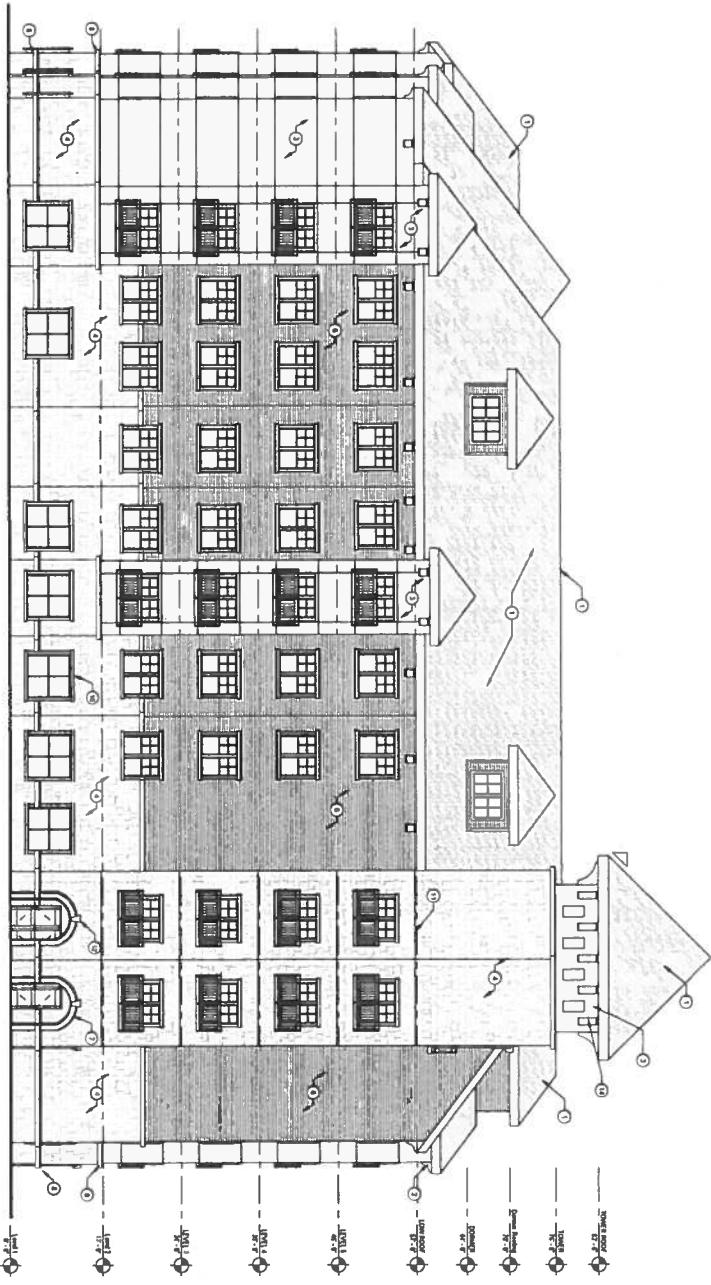
KEY NOTES



BLDG2, PHASE I & II SOUTH COURTYARD ELEVATION 1

1/8" = 1'-0"

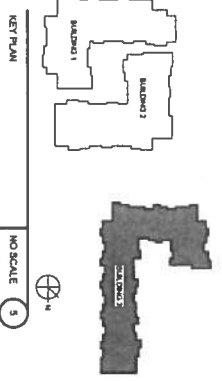
BLDG 3 SOUTH ELEVATION



1/8" = 1'-0"

1

- KEY NOTES
- 1 ARCHITECTURAL, TRADE, BLIND AND MECHANICAL NOTES AND SPECIFICATIONS ON APPROVED CDAL.
 - 2 SHALL DETAIL CORNER BY TYPICAL DETAIL 11 (CORNER)
 - 3 PTFL STICKED VERTICAL WINDOW CORNER, ADJUST AS REQUIRED
 - 4 ADJUSTED WINDOW VERTICAL
 - 5 WINDOW, GLASS AND CORNER DETAIL 11 (CORNER)
 - 6 WINDOW, GLASS AND CORNER DETAIL 11 (CORNER)
 - 7 WINDOW, GLASS AND CORNER DETAIL 11 (CORNER)
 - 8 CORNER DETAIL 11 (CORNER)
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KEY PLAN

NO SCALE

5

EXTERIOR ELEVATIONS
BLDG 3 - PHASE II

FENIX ESTATES - PHASE I & II
HOUSTON, TEXAS

A4.09

PRELIMINARY NOT FOR
RENDERING OR
PERMITTING OR
CONSTRUCTION

SMITHCOMPANY
ARCHITECTS
11111 RICHMOND AVE
HOUSTON, TEXAS 77036
PHONE: 713.464.1234
FAX: 713.464.1235
WWW.SMITHCOMPANY.COM

PROJECT NUMBER: 2222
DATE ISSUED:
REVISIONS:

NO. DATE DESCRIPTION

SMITHCOMPANY
 1550 WOODBRIDGE ST. SUITE 200
 HOUSTON, TEXAS 77056
 TEL: 713-244-4411
 FAX: 713-244-4411
 www.smithco.com

PROJECT NUMBER: 3000X
 DATE ISSUED:
 REVISIONS:
 REVISIONS:

NO. DATE DESCRIPTION

1. ARCHITECTURAL, THESE ELEVATIONS ARE THE PROPERTY OF SMITHCOMPANY AND SHALL BE KEPT IN CONFIDENTIALITY.
 2. SMALL DETAIL CORNERS BY FURNISHING MATERIALS TO BE APPROVED BY LOCAL
 3. FLOOR FINISHES TO BE APPROVED BY LOCAL
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KEY NOTES

1/8" = 1'-0"

NO SCALE

1/8" = 1'-0"

NO SCALE

1/8" = 1'-0"

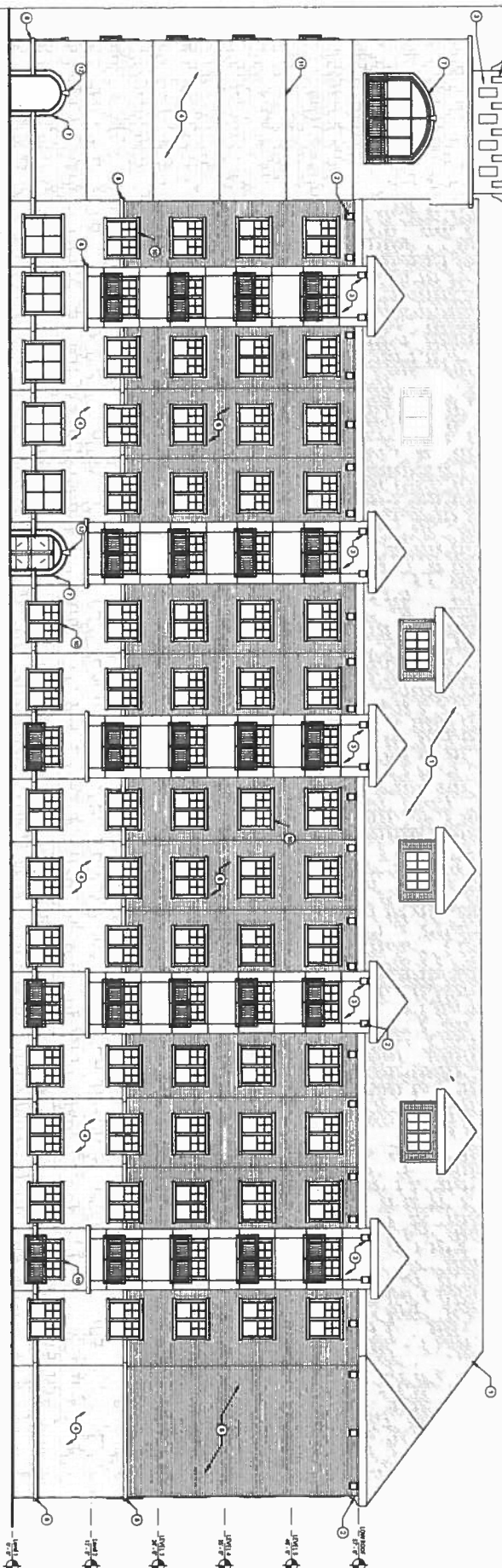
NO SCALE

1/8" = 1'-0"

NO SCALE

1/8" = 1'-0"

NO SCALE



BLDG 3 EAST ELEVATION (PHASE II)

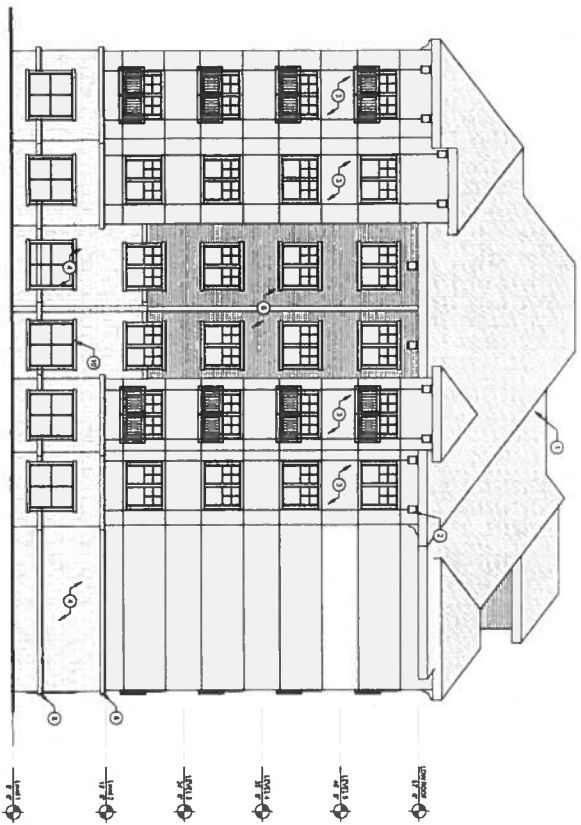
1/8" = 1'-0"

A4.10

EXTERIOR ELEVATIONS
 BLDG 3 - PHASE II

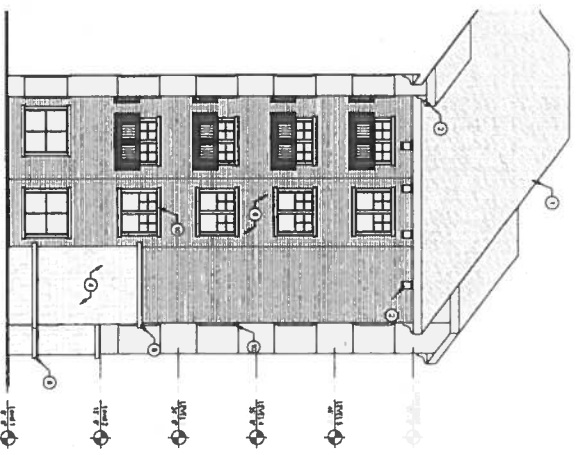
FENIX ESTATES - PHASE I & II
 HOUSTON, TEXAS

DESIGNER: JEFFREY
 REGULATOR: APPROVAL
 PERMITTING: OR
 CONSTRUCTION



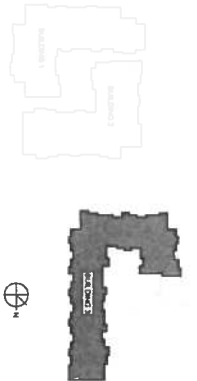
BLOCK 3 WEST COURTYARD ELEVATION (PHASE II)

1/8" = 1'-0"



BLOCK 3 EAST COURTYARD ELEVATION (PHASE II)

1/8" = 1'-0"



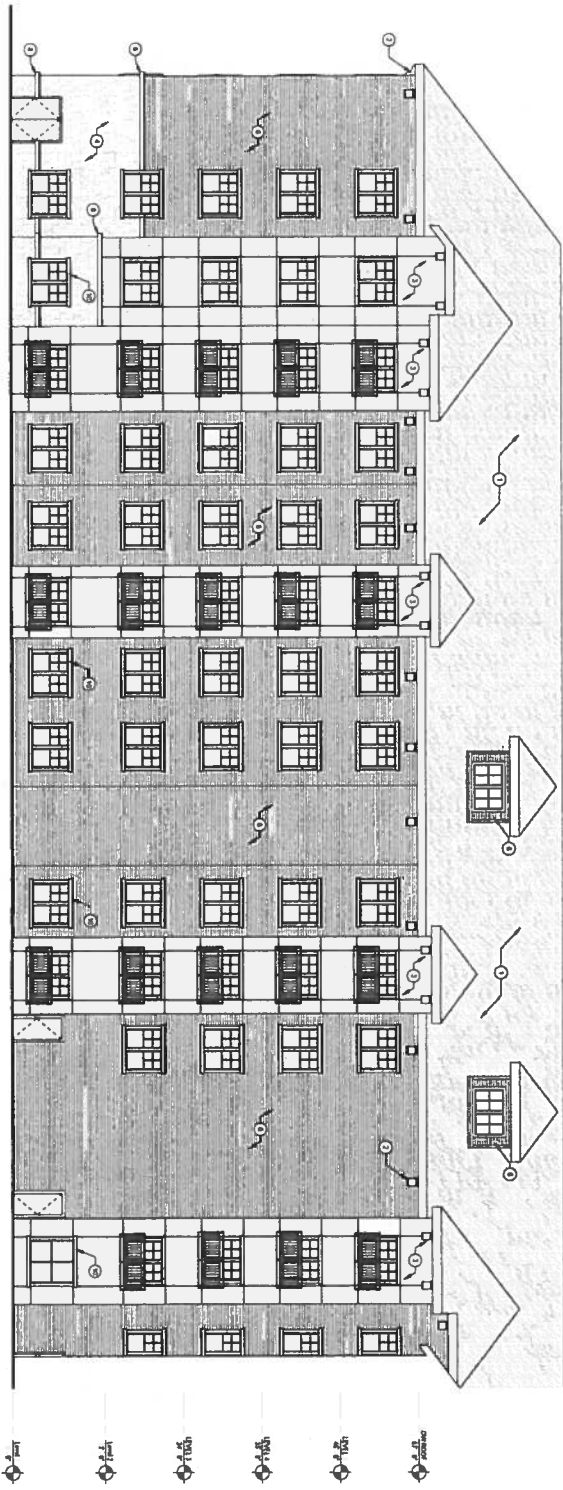
KEY PLAN

NO SCALE

- 1. ADVERTISING, SIGNAGE AND/OR LIGHTING REQUIREMENTS OR APPROVED EQUIPMENT SHALL BE DETAIL CORRECT BY THE ARCHITECT IN CONSULTATION WITH THE CITY OF HOUSTON.
- 2. ADVERTISING, SIGNAGE AND/OR LIGHTING REQUIREMENTS OR APPROVED EQUIPMENT SHALL BE DETAIL CORRECT BY THE ARCHITECT IN CONSULTATION WITH THE CITY OF HOUSTON.
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- 15. ADVERTISING, SIGNAGE AND/OR LIGHTING REQUIREMENTS OR APPROVED EQUIPMENT SHALL BE DETAIL CORRECT BY THE ARCHITECT IN CONSULTATION WITH THE CITY OF HOUSTON.

KEY NOTES

NO SCALE



BLOCK 3 WEST COURTYARD ELEVATION (PHASE II)

1/8" = 1'-0"

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HOUSTON, TEXAS 77002
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www.smithcompany.com

PROJECT NUMBER: XXXX
DATE ISSUED:
ISSUE DATE:
REVISIONS:

NO. DATE DESCRIPTION

FENIX ESTATES - PHASE I & II HOUSTON, TEXAS

EXTERIOR ELEVATIONS BLDG 3 - PHASE II

PRELIMINARY NOT FOR
REGULATORY APPROVAL,
PERMITTING OR
CONSTRUCTION

A4.11