EPG

ELIZABETH PROPERTY GROUP

STATEMENT OF QUALIFICATIONS

RFQ #2026-0001 | Development Partner

Submitted To: Housing Authority of the City of New Braunfels (NBHA) | 300 Laurel Ln, New Braunfels, TX 78130

Submitted By: Elizabeth Property Group Texas LLC | 5757 Alpha Rd, Suite 505, Dallas, TX 75240

Contact: **Chris Upton, Vice President** | chris@elizabethpropertygroup.com | (281) 702-0195

Due: July 24, 2026 | 4:00 PM CDST

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TAB 1

COVER SHEET & LETTER OF INTEREST







COVER SHEET

RFQ Title	Request for Qualifications for Development Partner
RFQ Number	2026-0001
Issued By	Housing Authority of the City of New Braunfels (“NBHA”)
Submitted By	Elizabeth Property Group Texas LLC (“EPG”)
Office	5757 Alpha Rd, Suite 505, Dallas, TX 75240
Point of Contact	Chris Upton, Vice President
Contact Info	chris@elizabethpropertygroup.com | (281) 702-0195
Entity Type	Limited Liability Company (LLC), organized in Texas
HUB Certification	Certified Historically Underutilized Business (HUB), State of Texas
Submission Due	July 24, 2026, 4:00 PM CDST, via email to info@nbhatx.us

LETTER OF INTEREST / EXECUTIVE SUMMARY

Elizabeth Property Group Texas LLC (EPG) is pleased to submit this Statement of Qualifications to serve as the Housing Authority of the City of New Braunfels' development partner in redeveloping Laurel Plaza and Villa Serena into a vibrant, mixed-income, mixed-use community. EPG is a Dallas-based affordable multifamily developer specializing in TDHCA Low Income Housing Tax Credit transactions across Texas, backed by a development team that includes Vigilance Development (construction management), DNA Workshop (architecture), Precision Reconstruction Group (general contracting), and Carleton Living (property management). Since its founding, EPG has closed more than $300 million in total development cost across 18 properties and over 3,100 units, including five closed 4% LIHTC transactions and one competitive 9% TDHCA award — giving principals Tisha Vaidya and Moira Concannon, and Vice President Chris Upton, direct command of the LIHTC, HUD, and tax-exempt bond execution process this redevelopment will require.

EPG's experience redeveloping public housing in partnership with Texas housing authorities is extensive and directly relevant to this RFQ. EPG partners with the Housing Authority of Bexar County on Rosemont at Miller's Pond, a 176-unit 4% LIHTC development mirroring the co-development model NBHA envisions; with the Abilene Housing Authority on Canterbury Crossing, incorporating 120 project-based vouchers and HOME ARP financing; and with the Lubbock Housing Authority, where EPG is developer partner on Stonebridge at Ironton, an active RAD conversion carrying forward 32 public housing allocations into a new, sustainable structure. EPG also partnered with the Dallas Housing Finance Corporation on The Citizen, a 202-unit occupied high-rise rehabilitation that stabilized above 95% occupancy and won the 2023 NALHFA Award of Redevelopment Excellence — experience directly applicable to the occupied rehabilitation EPG proposes for Laurel Plaza.

EPG is not new to New Braunfels. EPG is currently under contract to acquire Landa Place, an existing 100-unit LIHTC senior community in New Braunfels, and intends to partner with a CHDO to secure a property tax reduction and fund a $500,000 capital improvement program there. This gives EPG direct, in-market familiarity with New Braunfels' permitting environment, local vendor base, and housing needs that NBHA's selected developer partner can draw on from day one.

This submission speaks to each of NBHA's evaluation criteria: our knowledge and experience with comparable public housing and TDHCA LIHTC redevelopments, including RAD conversion experience; a detailed work plan proposing simultaneous redevelopment of both sites — an occupied, floor-by-floor rehabilitation of Laurel Plaza beginning with renovation of NBHA's own administrative offices, paired with a phased demolition-and-reconstruction program at Villa Serena that starts with the clubhouse to provide NBHA staff temporary office space; a financing strategy built around 4% LIHTC for both properties; a resident and community engagement plan with Section 3 and M/WBE participation targets; and our firm's financial capacity, banking relationships, and commitment to personally guarantee this development's successful completion.

EPG looks forward to the opportunity to partner with NBHA on this transformative redevelopment. Please direct any questions to Chris Upton, Vice President, at chris@elizabethpropertygroup.com or (281) 702-0195.

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ELIZABETH PROPERTY GROUP

TAB 2

COMPANY RESUME & DEVELOPMENT TEAM







DEVELOPMENT TEAM — ELIZABETH PROPERTY GROUP



TISHA VAIDYA

Principal, Co-Founder

Tisha Vaidya is a co-founder and Principal of Elizabeth Property Group. She previously served as Director of Acquisitions, Development, and Capital Markets at Presidium, where she managed the DFW development pipeline and sourced the full capital stack for all development transactions. She began her career at Starwood Capital (multifamily and hospitality) before joining Vornado Realty Trust's Acquisitions & Capital Markets group, focused on office and retail acquisitions in New York City, Washington D.C., and San Francisco. Over her career, Tisha has executed acquisitions, financings, and dispositions in excess of $3.5 billion in value. She is the primary relationship manager for TDHCA, HUD lenders, and LIHTC equity investors on EPG's development transactions. Tisha holds a BBA from Emory University and an MBA from The Wharton School of the University of Pennsylvania. Based in Dallas, TX.

tisha@elizabethpropertygroup.com | (214) 336-7495



MOIRA CONCANNON

Principal, Co-Founder

Moira Concannon is a co-founder and Principal of Elizabeth Property Group. She previously served as Vice President at Drake Real Estate Partners in New York, a value-add real estate private equity fund, where she oversaw middle-market real estate investments across multiple asset classes. Prior to Drake, Moira was an Associate Vice President at CIM Group, executing acquisitions, financings, and dispositions in excess of $1 billion in value. She holds the CFA and CAIA designations. Moira received a B.A. in Economics and Spanish from the University of Virginia and an MBA from The Wharton School of the University of Pennsylvania. Based in New York, NY.

moira@elizabethpropertygroup.com | (727) 687-6999



CHRIS UPTON

Vice President — Austin, TX

Chris Upton is a Vice President at EPG, based in Austin, TX. He previously served as an Investment Associate at Presidium (Austin, TX), responsible for acquisitions and development pipeline throughout the Sunbelt region, and began his career at Casoro Group, a Texas-based multifamily operator. Chris has executed acquisitions, refinancings, and dispositions in excess of $425 million in value. He holds a B.A. in Economics from The University of Texas with a focus in Real Estate. Chris's Austin presence ensures immediate, on-the-ground support for all NBHA project activities.

chris@elizabethpropertygroup.com | (281) 702-0195

DEVELOPMENT TEAM — CONSTRUCTION, ASSET MANAGEMENT & OPERATIONS



JASON KNOTOWICZ

Development & Construction Management | Principal, Vigilance Development

Principal of Vigilance Development, EPG's construction management partner. 10+ years real estate development experience; developed 4,500+ units with total value approaching $1 billion. Expert in master-planned development, site selection, design development, entitlements, construction management, contract negotiations, financial feasibility, and market analysis. Proudly served 21 years in the United States Air Force, including 5 years as First Sergeant. B.S. Urban & Regional Planning (Economics emphasis), Cal Poly Pomona — graduated Salutatorian. Project Management & Construction Management certifications, UC Riverside. MBA, SMU Cox School of Business. Based in Dallas, TX.

Vigilance Development | Dallas, TX



SABINE GOODRICH

Vice President, Asset Management

26+ years of experience in real estate management spanning affordable housing, conventional multifamily, student housing, and commercial retail. Oversees diverse Texas portfolios, partnering with owners, investors, and third-party management teams to align daily operations with long-term asset goals. Expertise ranges from LIHTC compliance and student lease-ups to retail tenant coordination and value-add repositioning. Originally from Germany and raised in New England; studied at the University of Massachusetts; has called Texas home for over 20 years. Passionate about building strong communities and supporting high-performing teams. Based in Dallas, TX.

sabine@elizabethpropertygroup.com



LINDSAY ELLIS

Vice President, Asset Management

20+ years of multifamily housing leadership, advancing from on-site operations to executive management. Deep expertise in asset management, portfolio optimization, and strategic operations across Class AA, LIHTC, lease-ups, build-to-rent (BTR), and value-add communities. Prior experience at Asset Living, TAM Residential, Greystar, and Pinnacle — leading large-scale system migrations, transforming underperforming assets, and building infrastructure that enhanced investor returns. Leverages background in centralized operations, training, and technology integration to bridge on-site execution with corporate strategy. Based in Dallas, TX.

lindsay@elizabethpropertygroup.com

DEVELOPMENT TEAM — ARCHITECT & CONTRACTOR

No identity-of-interest relationships exist between EPG and any proposed team member. All firms are licensed in the State of Texas.

DNA Workshop

Architect of Record

DNA Workshop is an award-winning architecture firm founded in 2012 by Dyke Nelson, AIA, with 27 years of extensive experience. The firm specializes in affordable multifamily housing architecture, with a portfolio of hundreds of LIHTC renovation and new construction projects across the United States. DNA has deep experience working with housing authorities, HUD RAD conversions, LIHTC applications across multiple state allocating agencies, and large-scale historic rehabilitation projects.

- DNA Workshop's Key Personnel for this engagement:
- J. Dyke Nelson, AIA — Managing Partner. 27 years of continuous practice; licensed in 32 states. Leads the project team and has extensive experience with affordable housing rehabilitation projects, including HUD RAD conversions and high-rise renovations.
- LaQuinton Nimox, AIA, LEED AP BD+C, NOMA — Partner, Managing Director of DNA Dallas. LEED-accredited professional with expertise in sustainable design and multifamily affordable housing. LaQuinton's LEED AP BD+C designation directly supports EPG's ability to meet Austin's S.M.A.R.T. Housing Policy, NGBS, and LEED Silver requirements.
- Abe Kinney, AIA — Partner. Project manager with expertise in building systems and long-term maintenance design.
- Bryce Risher, AIA — Partner. Extensive experience with housing authorities and large-scale renovation projects.

DNA Workshop's Texas LIHTC project experience includes Marshall Apartments (Austin, TX), Shady Oaks (Fort Worth, TX), Fawn Ridge (The Woodlands, TX), Agave East (Austin, TX, in progress), Ruben Salazar Apartments (El Paso, TX, in progress), and numerous additional projects in Texas and across 32 states. The firm's RAD-specific portfolio includes multiple completed and in-progress projects in partnership with housing authorities across Arkansas, Mississippi, Florida, Tennessee, and Louisiana.

Principal Contact	**J. Dyke Nelson, AIA, Managing Partner**
Texas License	Licensed in Texas and 31 additional states
Offices	Dallas, TX | Richmond, VA | Baton Rouge, LA

Precision Reconstruction Group, LLC

Master Subcontractor / General Contractor

Precision Reconstruction Group (PRG) is a Texas-based general contractor and master subcontractor specializing in commercial multifamily, affordable housing (LIHTC), and senior living renovation and construction. PRG has performed work in 20 states and has successfully managed more than 7,000 projects and over $200 million in revenue across the commercial, multifamily, senior living, and LIHTC housing sectors.

- PRG's relevant Texas LIHTC experience includes:
- Lakeview Townhomes – Dallas, TX (Dallas Housing Authority, LIHTC, $7.9M, completed 2023)
- Roseland Townhomes – Dallas, TX (Dallas Housing Authority, $10.9M, completed 2023)
- Rockwell Manor – Brownsville, TX (LIHTC, $3.2M, completed 2023)
- Tejas Cove Senior LIHTC – Bay City, TX (National Church Residences, $4.8M, completed 2024)
- Belle Oaks Apartments LIHTC – Belton, TX (in progress)
- Eden Heights Senior LIHTC – New Braunfels, TX (in progress)

PRG has no pending litigation or failed contracts and maintains bonding through Baldwin-Cox Agency and banking with American National Bank (Forney, TX). Ryan Curtis, Managing Partner, has personally overseen construction management across all market segments and 20 states.

Principal Contact	**Ryan Curtis, Managing Partner**
Address	600 US Hwy 80 East, Sunnyvale, TX 75182
Years in Business	20 years (15 years under present name)
Texas License	Licensed in Texas; also licensed in 18 additional states
Work in Progress	$67.2M total current contract value

DEVELOPMENT TEAM — CONSTRUCTION MANAGEMENT & CIVIL ENGINEER

No identity-of-interest relationships exist between EPG and any proposed team member. All firms are licensed in the State of Texas.

Vigilance Development
Construction Management

Vigilance Development Group, LLC (VDG) is a full-service real estate development firm specializing in mixed-use, multifamily, and hospitality projects. Led by founder and CEO Jason Knotowicz, VDG operates on a simple but powerful principle: *Development Done Right the First Time.*

With over a decade of experience, VDG has developed more than 5,000 units of multifamily housing representing over $1 billion in total value. The firm brings deep expertise across the full development lifecycle — from site selection and feasibility analysis through entitlements, design development, construction management, and project close-out.

VDG's capabilities span two core service areas: **Development Services** — including master planned development, zoning and entitlements, contract negotiations, and project accounting — and **Construction Management** — including owner representative services, budget and schedule management, quality control, and renovation expertise.

Jason Knotowicz's background is distinctive in the industry. A 21-year United States Air Force veteran who served as First Sergeant, Jason brings military-grade discipline and leadership to every project. He holds a B.S. in Urban and Regional Planning from Cal Poly Pomona and an MBA from SMU's Cox School of Business.

By staying ahead of economic growth trends and identifying premier sites before the market catches up, VDG consistently delivers developments that transform communities — physically and economically.

Jason Knotowicz, CEO
jason@vigilancedevelopment.com
(469) 594-9621

Carney Engineering
Civil Engineer

Carney Engineering, PLLC (TBPE Firm No. F-5033) is a Texas-licensed civil engineering firm based in Plano, providing comprehensive design services including site planning, grading, paving, drainage, utility coordination, and erosion & sedimentation control for multifamily and affordable housing developments across the state. With deep, hands-on experience in LIHTC rehabilitation and new construction projects, Carney's team understands the unique regulatory and compliance demands of these developments, including TDHCA submission requirements, HUD review processes, and the coordination needed among architects, landscape architects, geotechnical engineers, and surveyors that these transactions typically require. Their scope capabilities extend through bidding/negotiation support, construction administration, and SWPPP preparation, allowing them to serve as a single point of civil engineering accountability from pre-development through project closeout. This combination of technical breadth and specialized LIHTC/HUD knowledge makes Carney a valuable partner for developers navigating the complex regulatory landscape of affordable housing rehabilitation and redevelopment in Texas.

Access Specialist
Texas Accessibility and Fair Housing Specialist

Access Specialist combines expertise, experience, and dedication to help make commercial spaces, residential complexes, and other properties accessible for everyone. As Registered Accessibility Specialists (RAS) certified by the Texas Department of Licensing and Regulations, they provide comprehensive consulting and inspection services that meet and exceed both the Texas Accessibility Standards (TAS) and Americans with Disabilities Act (ADA) requirements.

Jeff Gutknecht
Founder and Registered Accessibility Specialist

ARCHITECT

DNA WORKSHOP

DNAworkshop

ARCHITECTURE | INTERIORS | PLANNING

Firm Qualifications

2026

Firm Introduction

DNA Workshop is an award-winning architecture firm with a wide portfolio of work in commercial, retail, and hospitality along with a specialization in historical renovation and multifamily work. DNA is currently licensed in 35 states and has tremendous experience working with developers, housing authorities, and local partners to create amazing projects across the country.

As a nationwide leader in affordable housing architecture, DNA relies on an efficient and meticulous process to provide both tenant and owner a quality finished product. Our experience informs each of our design decisions and results in a project that will stand the test of time. We look at each project as an opportunity to positively impact residents' lives by creating stronger communities and positive change.

The firm was established in 2012 by Dyke Nelson, an architect with 29 years of extensive experience. Dyke's vision for the practice is to be fully committed to providing design solutions that improve people's lives—first by creating a better customer experience while executing challenging design work that enhances the built environment and advances our clients' business. Ultimately, our projects go on to improve communities, enriching both the health and well-being of families and elevating quality of life. DNA currently has 44 employees, with three offices in Dallas, TX, Richmond, VA, and Baton Rouge, LA.

Project Team Overview

Based on the scope of each project, a specific team is assigned to provide the best possible outcome. For your project, we have assembled an internal architectural team made up of key leaders and members whose talent fit your specifications. This team's intentional diversity and in-depth experience allows us to challenge each other and push for the best solutions to meet your needs.

DNA Workshop – Key Team Members



J. Dyke Nelson, AIA. Managing Partner. Licensed in 35 states, Dyke is the founder of DNA and has been in continuous architectural practice for 28 years. He will lead the project team with his experience on a wide variety of projects including many with a similar scope, which will help to maintain a smooth process that is both effective and enjoyable. Dyke has spearheaded numerous renovation projects using his in-depth experience to produce results that are both sustainable and affordable. He will partner with you to provide a game plan that will minimize disruption and maximize your budget.



Abe Kinney, AIA. Partner. Abe is a project manager for a variety of projects. His role will be producing working documents that provide a clear and concise look at the project to the owner and selected contractors. Achieving the highest quality results at the lowest possible price will be of highest priority. Through Abe's work as a Facilities Manager, his particular insight into building systems and long-term maintenance issues is particularly helpful.



Bryce Risher, AIA. Partner. Bryce is a project manager for multifamily projects with extensive experience of renovations. He has worked closely with housing authorities and developers across the country, which makes his involvement particularly valuable. In his role as project team manager, he will provide oversight for the development of scope of work and the production of construction documents. His background with sophisticated, large-scale renovation projects is paramount to our team.

Relevant Projects and Previous Experience

Thank you for the opportunity to show you the breadth of experience and skill we can bring to bear on your project. From New Markets Tax Credits to HUD funding to historic tax credits, we have helped our clients complete numerous projects with complex funding structures. Each project represents its own set of challenges, and we pride ourselves on understanding the entire process, from initial financing requirements through completed construction. The following pages include a sampling of recently completed projects and work in progress relevant to your project. An expanded list is available upon request.

Alabama

RH Russel Erskine, Huntsville, AL – **LIHTC** – 69-unit renovation to existing high rise apartment building utilizing low income housing tax credits through AHFA and historic tax credits. *PROJECT BUDGET: $4,600,000* – **TWELVE STORY HISTORIC HIGH RISE RENOVATION**– In Progress

Huntsville Apartments, Huntsville, AL – **LIHTC** – 200-unit new construction apartment complex utilizing low income housing tax credits through AHFA *PROJECT BUDGET: $42,000,000* – In Progress

Clanton Villas, Clanton, AL – **LIHTC** – 34-unit renovation apartment complex utilizing low income housing tax credits through AHFA *PROJECT BUDGET: $2,400,000* – In Progress

Morgan Manor, Moulton, AL – **LIHTC** – 30-unit renovation apartment complex utilizing low income housing tax credits through AHFA *PROJECT BUDGET: $2,100,000* – In Progress

Northwood Manor, Centre, AL – **LIHTC** – 32-unit renovation apartment complex utilizing low income housing tax credits through AHFA *PROJECT BUDGET: $2,400,000* – In Progress

Ozark Estates, Orark, AL – **LIHTC** – 50-unit renovation apartment complex utilizing low income housing tax credits through AHFA *PROJECT BUDGET: $5,100,000* – In Progress

Alex City Villas, Alexander City, AL – **LIHTC** – 32-unit renovation apartment complex utilizing low income housing tax credits through AHFA *PROJECT BUDGET: $2,400,000* – In Progress

Arkansas

Maple Place, North Little Rock, AR – **LIHTC RAD** – **HUD Project Number: 082-35482** – 215-unit renovation to existing apartment complex using 4% tax credits through ADFA. *PROJECT BUDGET: $10,000,000* – **TWELVE STORY HIGH RISE RENOVATION** – Complete 2022

Oak View, North Little Rock, AR –- **LIHTC RAD** – **HUD Project Number: 082-35482** – 71-unit renovation to existing apartment complex using 4% tax credits through ADFA. *PROJECT BUDGET: $10,000,000* – **SEVEN STORY HIGH RISE RENOVATION** – Complete 2021

Hickory View, North Little Rock, AR – **LIHTC RAD** – **HUD Project Number: 082-35483** – 171-unit renovation to existing apartment complex using 4% tax credits through ADFA. *PROJECT BUDGET: $8,400,000* – **ELEVEN STORY HIGH RISE RENOVATION** – Complete 2021

Cedar Gardens, North Little Rock, AR – **LIHTC RAD** – **HUD Project Number: 082-35483** – 74-unit renovation to existing apartment complex using 4% tax credits through ADFA. *PROJECT BUDGET: $8,400,000* – Complete 2022

Eastgate Village, North Little Rock, AR – **LIHTC RAD** – **HUD Project Number: 082-35481** – 165-unit renovation to existing apartment complex using 4% tax credits through ADFA. *PROJECT BUDGET: $14,000,000* – Complete 2021

Artisan Apartments, AR – 72- unit new construction apartment complex and associated site work.
PROJECT BUDGET: $11,500,000 – In Progress

Cottages Apartments, Little Rock, AR – **LIHTC HUD Project Number: 082-35498** – 144-unit renovation to existing senior apartment complex using 4% tax credits through ADFA. *PROJECT BUDGET: $6,900,000* – Complete 2023

California

Concord Huntington Park Apartments, Huntington Park, CA – **HUD Project Number: TBD** – 162-unit renovation to existing apartment complex including updates to finishes and seismic strengthening work done to the frame.
PROJECT BUDGET: $11,000,000 – **FIFTEEN STORY HIGH RISE RENOVATION** – Complete 2023

Plymouth West, Long Beach, CA – Minor reconfiguration to a 196-unit existing apartment complex with a 2-month project schedule.
PROJECT BUDGET: $400,000 – **ELEVEN STORY HIGH RISE RENOVATION** – Complete 2025

Florida

WM at the River, Daytona, FL – **LIHTC RAD** – 298-unit renovation to two existing 12-story high-rise senior apartments utilizing FHFC low income housing tax credits. *PROJECT BUDGET:* $58,000,000 – **ELEVEN STORY HIGH RISE RENOVATION** – Complete 2025

Hotel Blanche, Lake City, FL – **New Market and Historic Tax Credit project** – 85-unit renovation to existing historic hotel including 20,000 square feet of commercial space and an entertainment venue that will double as city hall. Included historic tax credit funding.
PROJECT BUDGET: $16,000,000 – Complete 2021

Desert Winds/Silver Creek, Jacksonville, FL – **LIHTC** – 304-unit renovation to existing apartment complex using 4% tax credits through JHFA. *PROJECT BUDGET:* $9,600,000 – Complete 2020

Trillium at Sunlake, Melbourne, FL – 256-unit new construction apartments as well as Clubhouse, Pool House, Mail Structure, and Gazebo. *PROJECT BUDGET:* $32,500,000 – Complete 2023

Flats at Sundown, North Port, FL – **HUD Project Number: 067-35536 -** 224-unit new construction apartments as well as Clubhouse, Pool House, Mail Structure, Gazebo and Parking Lot. *PROJECT BUDGET:* $28,500,000 – Complete 2021

Laureate Village, Gainesville, FL – 264-unit new construction apartments consisting of 11 buildings with detached Clubhouse, Pool House or Maintenance Building, Mail Structure, Pergola Structure, Monument Sign, and Dumpster Enclosure type. *PROJECT BUDGET:* $32,900,000 – Complete 2025

Palm Breeze Apartments, Palm Bay, FL – 264-unit new construction apartments as well as clubhouse, pool house, mail structure, gazebo and parking lot. *PROJECT BUDGET:* $34,400,000 – In Progress

Swiftwater Apartments, Port Charlotte, FL – 288-unit new construction apartments including clubhouse, Pool House, Mail Structure, Gazebo and Parking Lot. *PROJECT BUDGET:* $39,400,000 – Complete 2024

The Tides At Wyler, Port St. Lucie, FL – 312-unit new construction apartments as well as clubhouse, pool house, mail structure, gazebo, and parking lot. *PROJECT BUDGET:* $46,400,000 – In Progress

Bonifay Villas, Bonifay, FL – **USDA RD** – 32-unit renovation to existing apartment complex. *PROJECT BUDGET:* $1,000,000 – In Progress

Georgia

SNAP Phase I, II, & III, Savannah, GA – **LIHTC** – 233-unit renovation to existing historic single-family residences consisting of various building types across 55 scattered sites utilizing low income housing tax credits through DCA.
PROJECT BUDGET: $19,700,000 – **HISTORIC SCATTERED SITE RENOVATION** – Complete 2021

Morris Heights, Statesboro, GA – **LIHTC** – 60-unit renovation to existing apartment complex utilizing low income tax credits and historic tax credits through DCA. *PROJECT BUDGET:* $3,400,000 – Complete 2020

Wood Valley, Thomasville, GA – **LIHTC** – 88-unit renovation to existing apartment complex utilizing low income tax credits and historic tax credits through DCA. *PROJECT BUDGET:* $4,900,000 – Complete 2021

Callier Forest, Rome, GA – **LIHTC** – 130-unit renovation to existing apartment complex utilizing low income tax credits and historic tax credits through DCA. *PROJECT BUDGET:* $7,000,000 – Complete 2020

Groveland Terrace, Dublin, GA – **LIHTC** – 52-unit renovation to existing apartment complex utilizing low income tax credits and historic tax credits through DCA. *PROJECT BUDGET:* $3,100,000 – Complete 2022

Eastgate Apartments, Newnan, GA – **LIHTC** – **HUD Project Number: 061-35939 -** 96-unit renovation to existing apartment complex utilizing low income tax credits through DCA. *PROJECT BUDGET:* $5,200,000 – Complete 2022

Farview Apartments, Thomaston, GA – **LIHTC** – **HUD Project Number: 061-35940 -** 100-unit renovation to existing apartment complex utilizing low income tax credits through DCA. *PROJECT BUDGET:* $8,300,000 – Complete 2022

Hollywood Shawnee Apartments, Atlanta, GA – **LIHTC** – **HUD Project Number: 061-35933 -** 112-unit renovation to existing apartment complex utilizing low income tax credits through DCA. *PROJECT BUDGET:* $7,600,000 – Complete 2022

Bon Air Apartments, Augusta, GA – **LIHTC** – 203-unit renovation to existing apartment complex utilizing low income tax credits through DCA and historic tax credits. *PROJECT BUDGET:* $18,300,000 – **SEVEN STORY HISTORIC MID-RISE RENOVATION** – In Progress

Richmond Summit, Augusta, GA – **LIHTC** – 135-unit renovation to existing apartment complex utilizing low income tax credits through DCA and historic tax credits. *PROJECT BUDGET:* $18,300,000 – **EIGHT STORY HISTORIC HIGH RISE RENOVATION** – In Progress

Pines at Garden City, Garden City, GA – **LIHTC** – 94-unit renovation to existing apartment complex utilizing low income tax credits through DCA. *BUDGET/PROJECT SCHEDULE:* $6,900,000 – In Progress

Vineville Tower, Macon, GA – **LIHTC** – 196-unit renovation to existing 15-story apartment tower utilizing low income tax credits through DCA. *PROJECT BUDGET:* $10,500,000 – **FIFTEEN STORY HISTORIC HIGH RISE RENOVATION** – Complete 2023

Ware Manor, Waycross, GA – **LIHTC** – 84-unit renovation to existing apartments utilizing low income tax credits through DCA. *PROJECT BUDGET:* $4,300,000 – In Progress

The Villages at Carver, Atlanta, GA – **LIHTC HUD** – 220-unit renovation to existing apartment complex utilizing low income tax credits through DCA. *PROJECT BUDGET:* $19,000,000 – Complete 2024

Columbus Gardens, Columbus, GA – **LIHTC HUD** – 116-unit renovation to existing senior apartment complex utilizing low income tax credits through DCA. *PROJECT BUDGET:* $4,700,000 – In Progress

Villas at Friendly Heights, Decautur, GA – **LIHTC** – 132-unit renovation to existing apartment complex utilizing low income tax credits through DCA. *PROJECT BUDGET:* $10,400,000 – In Progress

Illinois

Concord Commons, Rockford, IL – **LIHTC** – **HUD Project Number: 071-35932 -** 216-unit renovation to existing apartment complex utilizing low-income housing tax credits through IHDA. *PROJECT BUDGET:* $8,300,000 – Complete 2022

Marian Heights, Alton, IL – **LIHTC** – 129-unit renovation to existing apartment complex utilizing low-income housing tax credits through IHDA. *PROJECT BUDGET:* $3,600,000 – In Progress

Kentucky

Downing Place Apartments, Lexington, KY – **LIHTC** – 193-unit renovation to existing apartment complex using 4% tax credits through KHC. *PROJECT BUDGET: $5,900,000* – Complete 2019 **(Financed with Freddie Mac)**

Bowling Green Towers, Bowling Green, KY – **LIHTC HUD** – 201-unit renovation to existing high rise apartment complex in two towers utilizing low income tax credits through KHC. *PROJECT BUDGET:* $24,400,000 – **TWELVE STORY HIGH-RISE RENOVATION** – Complete 2023

Louisiana

HANO, New Orleans, LA – **LIHTC** – **HUD Project Number: TBD** –146-unit new construction consisting of 136-unit apartment building and 10 additional scattered single family residences, using LIHTC and the Community Development Block Grant Program.
PROJECT BUDGET: $20,000,000 – **NEW CONSTRUCTION PODIUM STYLE** – In progress

Royal Cambridge Apartments, Alexandria, LA – **LIHTC RAD** – 288-unit renovation to existing apartment complex plus 96 new units using 4% tax credits through Louisiana Housing Corporation. *PROJECT BUDGET: $21,000,000* – **SCATTERED SITE RENOVATION** – Complete 2020

Harmony Gardens Estates, Alexandria, LA – **LIHTC RAD** – **HUD Project Number: 064-35660** – 172-unit renovation to existing apartment complex using 4% tax credits through LHC.*PROJECT BUDGET: $7,700,000* – **SCATTERED SITE RENOVATION** – Complete 2019

Pine Trace I & II, Bogalusa, LA – **LIHTC RAD** – 232-unit renovation to 92 existing apartment buildings scattered across 5 sites using 4% tax credits through LHC. *PROJECT BUDGET:* $33,500,000 – **SCATTERED SITE RENOVATION** – Complete 2020

Magnolia Crossing, Alexandria, LA – **LIHTC RAD** – 48-unit renovation to an existing apartment complex with 2 new units using 9% tax credits through Louisiana Housing Corporation. *PROJECT BUDGET: $5,500,000* – Complete 2019

Bayou Gardens, Alexandria, LA – **LIHTC RAD** – 65-unit renovation to existing apartment complex with 8 month project schedule using 4% tax credits through Louisiana Housing Corporation. *PROJECT BUDGET: $2,000,000* – Complete 2020

Millennium Studios Apartments, Shreveport, LA – **LIHTC** – **HUD Project Number: LA6H526CNG117 -** Two-phased new construction of 136 apartments. PROJECT BUDGET: $18,000,000 – Complete 2022

LaPlaya, Baton Rouge, LA – **LIHTC** – 140-unit renovation to existing apartment complex using 4% tax credits through Louisiana Housing Corporation. *PROJECT BUDGET:* $7,300,000 – Complete 2019

Hollywood Heights & Hollywood Acres, Baton Rouge, LA – **LIHTC** – 90-unit new construction of 45 duplexes using low income tax credits through LHC. *PROJECT BUDGET:* $10,100,000 – Complete 2023

Winnfield Housing Authority RAD, Winnfield, LA – **LIHTC RAD** – 118-unit renovation to existing apartment complex using low-income housing tax credits through LHC. *PROJECT BUDGET:* $5,600,000 – Complete 2023

Elysian III Apartments, Baton Rouge, LA – **LIHTC** – 42-unit new construction consisting of two buildings using low-income housing tax credits through LHC. *PROJECT BUDGET:* $5,000,000 – Complete 2022

Fairmont Tower Apartments, Shreveport, LA – **LIHTC** – **HUD Project Number: 064-35738** - 254-unit renovation to existing apartment complex utilizing low-income housing tax credits through LHC and historic tax credits through the state SHPO.
BUDGET/PROJECT SCHEDULE: $16,300,000 – **TWELVE-STORY HISTORIC HIGH-RISE RENOVATION** – Complete 2025

Petro Point, Lake Charles, LA – **LIHTC** – 88-unit new construction family buildings with a separate community building and other site amenities on a 10.75-acre site at the western entrance of Petro Point utilizing low-income housing tax credits through LHC.
PROJECT BUDGET: $12,400,000 – In Progress

Cheniere Retirement Villas, West Monroe, LA – **LIHTC** – 30-unit new construction project utilizing low income housing tax credits through LHC.
PROJECT BUDGET: $6,000,000 – In Progress

Tiger Manor Apartments, Oberlin, LA 21– **LIHTC** – 48-unit new construction apartment complex utilizing low income housing tax credits.
PROJECT BUDGET: $7,600,000 – In Progress

Jonesboro Senior Village Apartments, Jonesboro, LA – **LIHTC** – 50-unit new construction apartments as well as community center/office building, new drive, parking, picnic area, and landscaping. *PROJECT BUDGET:* $8,000,000 – Complete 2023

Retirement Villas of Minden, Baton Rouge, LA – **LIHTC** – 48-unit new construction project consisting of duplexes utilizing low income housing tax credits. *PROJECT BUDGET:* $7,800,000 – In Progress

Bayou D'arbonne, West Monroe, LA – **LIHTC** – 76-unit new construction senior duplexes utilizing low income housing tax credits.
PROJECT BUDGET: $9,500,000 – Complete 2024

Live Oak Village, Lake Charles, LA – **LIHTC** – 50-unit new construction project with duplexes and utilizing low income housing tax credits.
PROJECT BUDGET: $8,000,000 – Complete 2025

La Maison Apartments, Lake Charles, LA – **LIHTC** – 76-unit new construction apartments utilizing low income tax credits.
PROJECT BUDGET: $7,900,000 – In Progress

Hub City Apartments, Lafayette, LA – **LIHTC** – 56-unit new construction apartments utilizing low income housing tax credits through LHC.
PROJECT BUDGET: $8,900,000/14 months – In Progress

Eastside Hills, Farmerville, LA – **LIHTC** – 60-unit new construction apartments utilizing low income housing tax credits through LHC.
PROJECT BUDGET: $9,300,000 – In Progress

Curran Road, New Orleans East, LA – **LIHTC** – 51-unit new construction apartments utilizing low income housing tax credits through LHC.
PROJECT BUDGET: $8,000,000 – In Progress

Reyne Street/ Grace Park, New Orleans East, LA – **LIHTC** – 191-unit new construction apartments utilizing low income housing tax credits through LHC.
PROJECT BUDGET: $30,000,000 – In Progress

Ridgefield Apartments, Marrero, LA – **LIHTC** – 200-unit renovation to existing apartment complex utilizing low income housing tax credits through LHC. *PROJECT BUDGET:* $8,700,000 – In Progress

Acadian Apartments, Jennings, LA – **LIHTC** – 42-unit renovation to existing apartment complex utilizing low income housing tax credits through LHC.
PROJECT BUDGET: $2,700,000 – Complete 2025

Calcasieu Heights, Lake Charles, LA – **LIHTC** – 72-unit new construction apartments utilizing low income housing tax credits through LHC.
PROJECT BUDGET: $12,600,000/ – Complete 2025

Holly Square I & II, Hammond, LA – **LIHTC** – 72-unit new construction apartments utilizing low income housing tax credits through LHC.
PROJECT BUDGET: $13,788,000 – **FORTIFIED** – Complete 2024

Maine

Glenridge Apartments, Augusta, ME 22– **LIHTC** – 120-unit renovation to existing apartment complex utilizing low-income housing tax credits.
PROJECT BUDGET: $6,000,000 – In Progress

Michigan

Carpenter Place Apartments, Ypsilanti, MI – **LIHTC** – **HUD Project Number: 044-35734 -** 120-unit renovation to existing apartment complex utilizing low-income housing tax credits. *PROJECT BUDGET:* $24,400,000 – NINE STORY HISTORIC HIGH-RISE RENOVATION – Complete 2022

Minnesota

Eastridge Estate Apartments, Rochester, MN 1– **LIHTC** – 126-unit renovation to existing apartment complex with LIHTC.
PROJECT BUDGET: $4,400,000 – Complete 2020

Labor Retreat Apartments, Minneapolis, MN – **LIHTC HUD** – 77-unit renovation to existing senior apartment complex.
PROJECT BUDGET: $3,100,000 – Complete 2024

Missouri

Bentwood Townhomes, St. Louis, MO – **LIHTC** – 198-unit renovation to existing townhomes utilizing low income tax credits.
PROJECT BUDGET: $7,400,000 – Complete 2025

Wellington Family Homes, St. Louis, MO – **LIHTC** – 186-unit renovation to existing townhomes utilizing low income tax credits.
PROJECT BUDGET: $20,000,000 – In Progress

Mississippi

Yazoo City HA RAD, Yazoo City, MS – **LIHTC RAD**– **HUD Project Number: 065-35742** – 268-unit renovation to existing apartment complex using 4% tax credits through MHA. DNA Performed Supervisory Architect Role. *PROJECT BUDGET: $17,000,000* – Complete 2021

MS Region VI RAD Renovation, Jackson, MS 17– **LIHTC RAD** – 136-unit renovation to existing scattered site apartment complexes using 4% tax credits through MHA. *PROJECT BUDGET: $9,000,000* – Complete 2022

Granderson Road Residences, Tchula, MS – **LIHTC RAD** – 20-unit duplex new construction project using 4% tax credits through MHA. *PROJECT BUDGET: $3,900,000* – Complete 2022

Hickman Heights, Jackson, MS – **LIHTC RAD** – 100-unit midrise new construction project using 4% tax credits through MHC.
PROJECT BUDGET: $14,300,000 – Complete 2022

Forest Park, Jackson, MS – **LIHTC** – 120-unit renovation project using 4% tax credits through MHC.
PROJECT BUDGET: $8,300,000 – Complete 2023

Southwest Village, Jackson, MS – **LIHTC** – **HUD Project Number: 065-35755**– 128-unit renovation project using 4% tax credits through MHC.
PROJECT BUDGET: $9,000,000 – Complete 2023

Beauvoir Manor, BIloxi, MS – **LIHTC** – 150-unit renovation project using 4% tax credits through MHC.
PROJECT BUDGET: $10,300,000 – Complete 2024

Community Park, McComb, MS – **LIHTC** – 74-unit renovation project using 4% tax credits through MHC.
PROJECT BUDGET: $9,800,000 – In Progress

Madonna Manor, Jackson, MS – **LIHTC** – 149-unit renovation project utilizing low income tax credits.
PROJECT BUDGET: $5,200,000 – In Progress

Commonwealth Village, Jackson, MS – **LIHTC** – 200-unit renovation project utilizing low income tax credits.
PROJECT BUDGET: $7,000,000 – In Progress

The Village Apartments, Jackson, MS – **LIHTC** – 264-unit renovation project utilizing low income tax credits.
PROJECT BUDGET: $21,200,000 – In Progress

Ridgewood East, West Point, MS – **LIHTC HUD** – 72-unit renovation project utilizing low income tax credits.
PROJECT BUDGET: $6,200,000 – In Progress

New Jersey

Rowan Towers, Trenton, NJ – **LIHTC HUD** – 196-unit renovation of high-rise apartment complex utilizing low income tax credits.
PROJECT BUDGET: $18,000,000 – **FIFTEEN-STORY HISTORIC HIGH-RISE RENOVATION** – In Progress

North Carolina

Heritage Park, Charlotte, NC – **LIHTC** – **HUD Project Number: 053-36316 -** 151-unit renovation to existing apartment complex using 4% tax credits through NCFA. *PROJECT BUDGET:* $8,500,000 – Complete 2020

Market North Apartments, Wilmington, NC – **LIHTC** – 204-unit renovation to existing apartment complex.
PROJECT BUDGET: $16,500,000 – Complete 2020

Ohio

Winton House Apartments, Cincinnati, OH – **LIHTC** – 103-unit renovation to existing apartment complex utilizing low income tax credits through OHFA.
PROJECT BUDGET: $4,200,000 – Complete 2025

Wildwood Apartments, Columbus, OH – **LIHTC** – 272-unit renovation to existing apartment complex utilizing low income housing tax credits through OHFA. *PROJECT BUDGET:* $15,400,000 – Complete 2024

Ridgewood Court Apartments, Marietta, OH – **LIHTC** – 110-unit renovation to existing apartment complex utilizing low income tax credits through OHFA. *PROJECT BUDGET:* $6,500,000 – Complete 2024

Summit Square Apartments, Dayton, OH – **LIHTC** – 154-unit renovation to existing apartment complex utilizing Low income housing tax credits through OHFA.*PROJECT BUDGET:* $11,500,000 – Complete 2024

Piqua Village Apartments, Piqua, OH – **LIHTC** – 65-unit renovation to existing apartment complex with 8 month project schedule utilizing Low income housing tax credits through OHFA. *PROJECT BUDGET:* $3,300,000 – Complete 2023

Melrose Village Apartments, Findlay, OH – **LIHTC** – 106-unit renovation to existing apartment complex utilizing Low income housing tax credits through OHFA. *PROJECT BUDGET:* $6,700,000 – Complete 2024

Mad River Manor, Dayton, OH – **LIHTC** – 74-unit renovation to existing apartment complex utilizing Low income housing tax credits through OHFA. *PROJECT BUDGET:* $5,400,000 – In Progress

Kinsey Greene, Xenia, OH – **LIHTC** – 110-unit renovation to existing apartment complex utilizing Low income housing tax credits through OHFA. *PROJECT BUDGET:* $8,800,000 – In Progress

Oklahoma

Briarcliff Apartments, Idabel, OK 19– **LIHTC** – 80-unit renovation to existing apartment complex using 4% tax credits through Oklahoma Housing Finance Authority. *PROJECT BUDGET: $6,700,000* – Complete 2021

Park Place Apartments, McAlester, OK – **LIHTC** – 120-unit renovation to existing apartment complex utilizing low income housing tax credits. *PROJECT BUDGET: TBD* – In Progress

Brookhaven Apartments, Bartlesville, OK – **LIHTC** – 120-unit renovation to existing apartment complex utilizing low income housing tax credits. *PROJECT BUDGET: TBD* – In Progress

South Carolina

Inman Mill Apartments, Inman, SC – **Historic Tax Credit Project** – **HUD Project Number: 054-35829 -** 159-unit conversion of an existing historic textile mill into new lofts utilizing mill and historic tax credits. PROJECT BUDGET: $15,000,000 – Complete 2018

Hickory Heights Apartments, Abbeville, SC – **LIHTC** – **HUD Project Number: 054-35888** – 80-unit renovation to existing apartment complex utilizing low income tax credits through SC housing. *PROJECT BUDGET:* $5,600,000 – Complete 2022

Connecticut Village Apartments, Gaffney, SC – **LIHTC** – **HUD Project Number: 053-35904 -**105-unit renovation to existing apartment complex utilizing low income tax credits through SC housing. *PROJECT BUDGET:* $8,200,000 – Complete 2023

Twin Oaks Apartments, Greenwood, SC – **LIHTC** – 56-unit renovation to existing apartment complex with 9 month project schedule utilizing low income tax credits through SC housing. *PROJECT BUDGET:* $4,000,000/12 months – In Progress

Hilton Head Gardens, Hilton Head, SC 21-– **LIHTC** – 112-unit renovation to existing apartment complex with 9 month project schedule utilizing low income tax credits through SC housing. *PROJECT BUDGET:* $6,700,000 – Complete 2022

Spanish Trace Apartments, Hilton Head, SC – **LIHTC** – 88-unit renovation to existing apartment complex utilizing low income tax credits through SC housing. *PROJECT BUDGET:* $6,800,000 – Complete 2022

Poplar Square Apartments, Sumter, SC – **LIHTC** – 100-unit renovation to existing apartment complex utilizing low income tax credits through SC housing. *PROJECT BUDGET:* $5,800,000 – In Progress

Abbott Arms, Cayce, SC – **LIHTC** – 100-unit renovation to existing apartment complex utilizing low income tax credits through SC housing.
PROJECT BUDGET: $8,500,000 – Complete 2023

Pickens Gardens, Pickens, SC – **LIHTC** – 76-unit renovation to existing apartment complex utilizing low income tax credits through SC housing.
PROJECT BUDGET: $5,000,000 – In Progress

Hardeeville Apartments, Hadreeville, SC – 276-unit new construction workforce housing apartment complex including clubhouse, pool house, and other amenities. *PROJECT BUDGET:* $36,400,000 – In Progress

Tennessee

Memphis Family RAD I, Memphis, TN – **LIHTC RAD** – 131-unit renovation to existing single units that are scattered throughout Memphis with the coordination of MHA and utilizing tax credits through THDA. *PROJECT BUDGET:* $8,600,000 – Complete 2024

Memphis Family RAD II, Memphis, TN – **LIHTC RAD** – 341-unit scattered site renovation consisting of an apartment building and scattered single family, two, and four unit buildings in Memphis with the coordination of the Memphis Housing Authority and utilizing low income tax credits through THDA. *PROJECT BUDGET:* $21,800,000 – **SCATTERED SITE RENOVATION** – Complete 2024

Barry Towers, Memphis, TN – **LIHTC RAD** – **HUD Project Number: TBD -** 197-unit renovation to an existing high-rise apartment with the coordination of the Memphis Housing Authority and utilizing low-income tax credits through THDA.
PROJECT BUDGET: $6,500,000 – **FOURTEEN STORY HIGH-RISE RENOVATION** – In Progress

Jefferson Square Apartments, Memphis, TN – **LIHTC RAD** – **HUD Project Number: TBD -** 208-unit renovation to an existing high-rise apartment with the coordination of the Memphis Housing Authority and utilizing low-income tax credits through THDA.
PROJECT BUDGET: $12,600,000 – **THIRTEEN STORY HIGH-RISE RENOVATION** – In Progress

Paul Borda Towers, Memphis, TN – **LIHTC RAD** – **HUD Project Number: TBD -** 206-unit renovation to an existing high-rise apartment with the coordination of the Memphis Housing Authority and utilizing low-income tax credits through THDA.
PROJECT BUDGET: $13,900,000 – **THIRTEEN STORY HIGH-RISE RENOVATION** – In Progress

Venson Towers, Memphis, TN – **LIHTC RAD** – **HUD Project Number: TBD -** 215-unit renovation to an existing high-rise apartment with the coordination of the MHA and utilizing low-income tax credits through THDA.
PROJECT BUDGET: $8,700,000 – **ELEVEN STORY HIGH-RISE RENOVATION** – In Progress

Richland Hills Apartments, Nashville, TN – **LIHTC** – **HUD Project Number: TBD -** 201-unit renovation to existing apartment complex.
PROJECT BUDGET: $6,900,000 – Complete 2023

Holston Hills, Knoxville, TN – **LIHTC** – 96-unit new construction apartment complex and associated site work.
PROJECT BUDGET: $22,000,000 – Complete 2025

Merchant Drive, Knoxville, TN – **LIHTC** – 184-unit new construction apartment complex and associated site work.
PROJECT BUDGET: $33,000,000 – In Progress

Columbia Meadows, Columbia, TN – **LIHTC** – 58-unit renovation to existing apartment complex.
PROJECT BUDGET: $3,000,000 – Complete 2025

Nashville Christian Towers, Nashville, TN – **LIHTC** – 175-unit renovation to existing high-rise senior apartment complex.
PROJECT BUDGET: $10,300,000 – **TWELVE STORY HIGH-RISE RENOVATION** – Complete 2025

Tyler Apartments, Johnson, TN – **LIHTC** – 102-unit renovation to existing apartment complex.
PROJECT BUDGET: $3,000,000 – Complete 2025
Burning Tree Apartments, Hermitage, TN – **LIHTC HUD** – 280-unit renovation to existing apartment complex utilizing low-income tax credits through THDA. *PROJECT BUDGET:* $15,800,000 – In Progress

Horizon Square, Cleveland, TN – **LIHTC** – 92-unit renovation to existing apartment complex utilizing low-income tax credits through THDA. *PROJECT BUDGET:* $5,100,000 – In Progress

Christina Way & East Fork Way, La Vergne, TN – **LIHTC** – 80-unit new construction apartment complex utilizing low-income tax credits through THDA.
PROJECT BUDGET: $7,500,000 – In Progress

Texas

Agave East, Austin, TX – 240-unit new construction apartments consisting of 11 buildings with detached Clubhouse, Detached Garages, Mail Structure, Gazebo and Parking Lot. *PROJECT BUDGET:* $37,300,000 – Complete 2024

Ruben Salazar Apartments, El Paso, TX – **LIHTC** – 286-unit complete gut renovation to existing apartments that are owned by the housing authority utilizing low income tax credits. *PROJECT BUDGET:* $45,000,000 – In Progress

Shady Oaks, Fort Worth, TX – **LIHTC** – 138-unit renovation to existing apartment complex utilizing low income tax credits through TDHCA.
PROJECT BUDGET: $5,500,000 – Complete 2021

Marshall Apartments, Austin, TX – **LIHTC** – 100-unit renovation to existing apartment complex utilizing low income tax credits through TDHCA.
PROJECT BUDGET: $4,100,000 – Complete 2023

Fawn Ridge, The Woodlands, TX – **LIHTC** – 120-unit renovation to existing apartment complex utilizing low income tax credits through TDHCA. *PROJECT BUDGET:* $4,500,000 – Complete 2022

Vireo Apartments, Houston, TX – 264-unit new construction apartments as well as Clubhouse, Pool House, Mail Structure, and Gazebo. *PROJECT BUDGET:* $33,500,000 – Complete 2020

Logan's Pointe, Vernon, TX – **LIHTC** – 100-unit renovation to existing apartment complex utilizing low income tax credits. *PROJECT BUDGET:* $4,700,000 – Complete 2024

Cien Palmas Apartments, El Paso, TX – **LIHTC** – **HUD Project Number: 113-35972 -** 150-unit renovation to existing apartment complex utilizing low income tax credits through TDHCA. *PROJECT BUDGET:* $5,700,000 – Complete 2023

Coral Hills, Houston, TX – **LIHTC** – 172-unit renovation to existing apartment complex utilizing low income tax credits through TDHCA. *PROJECT BUDGET:* $9,100,000 – Complete 2024

Mesa Place Townhomes, El Paso, TX – **LIHTC** – **HUD Project Number: 113-35973 -** 128-unit renovation to existing apartment complex utilizing low income tax credits through TDHCA. *PROJECT BUDGET:* $9,300,000 – Complete 2023

Champions Crossing, San Marcos, TX – **LIHTC** – 156-unit renovation to existing apartment complex utilizing low income tax credits through TDHCA. *PROJECT BUDGET:* $6,400,000 – Complete 2023

Oaks of Bandera, Boerne, TX – **LIHTC** – 107-unit renovation to existing apartment complex utilizing low income tax credits through TDHCA. *PROJECT BUDGET:* $4,900,000 – Complete 2023

Aspen Park, Houston, TX – **LIHTC** – 256-unit renovation to existing apartment complex utilizing low income tax credits through TDHCA. *PROJECT BUDGET:* $11,500,000 – In Progress

Bay Terrace, Baytown, TX – **LIHTC HUD** – 130-unit renovation to existing apartment complex utilizing low income tax credits through TDHCA. *PROJECT BUDGET:* $5,800,000 – In Progress

Hillcrest Manor, Lubbock, TX – **LIHTC** – 220-unit renovation to existing apartment complex utilizing low income tax credits through TDHCA. *PROJECT BUDGET:* $9,900,000 – In Progress

Ann Arbor Townhomes, Dallas, TX – 40-unit new construction townhomes utilizing low income tax credits through TDHCA. *PROJECT BUDGET:* TBD – In Progress

Pleasant Hill Village, Houston, TX – **LIHTC HUD** – 165-unit renovation to existing apartment complex utilizing low income tax credits through TDHCA. *PROJECT BUDGET:* $8,000,000 – In Progress

Virginia

Willow View, Staunton, VA – **LIHTC** – **HUD Project Number: 051-35785 -** 110-unit renovation to existing apartment complex using 4% tax credits through VHDA. *PROJECT BUDGET:* $4,200,000 – Complete 2020

Derby Run I Apartments, Hampton, VA – **LIHTC** – **HUD Project Number: 051-11420-** 160-unit renovation to existing apartment complex. *PROJECT BUDGET:* $5,800,000 – Complete 2020

Hopewell Estates, Hopewell, VA – **LIHTC** – **HUD Project Number: 051-11511 -** 150-unit renovation to existing apartment complex. 100 apartments and 50 townhomes. *PROJECT BUDGET:* $6,300,000 – **SIX STORY MID-RISE RENOVATION** – Complete 2023

East Petersburg Apartments, Petersburg, VA – **LIHTC** – 168-unit renovation to existing apartment complex utilizing low income housing tax credits through Virginia Housing. *PROJECT BUDGET:* 13,500,000 – Complete 2024

Mill Creek, Chesapeake, VA – **LIHTC HUD** – 120-unit renovation to existing apartment complex utilizing low income housing tax credits through Virginia Housing. *PROJECT BUDGET:* $7,935,000 – Complete 2024

Old Manchester Plaza, Richmond, VA – **LIHTC** – 50-unit renovation to existing apartment complex utilizing low income housing tax credits through Virginia Housing. *PROJECT BUDGET:* $3,000,000 – In Progress

Morning Meadows, Bristol, VA – **LIHTC** – 16-unit new construction of duplexes owned by the Bristol VA Housing Authority (Beyond Housing). *PROJECT BUDGET:* TBD – In Progress

The Chamberlayne, Richmond, VA – **LIHTC** – 150-unit new construction of eight-story building, including retail spaces and parking. *PROJECT BUDGET:* TBD – **EIGHT STORY MID-RISE NEW CONSTRUCTION** – In Progress

Washington

Couer de Alene Plaza Apartments, Spokane, WA – 64-unit renovation to existing apartment complex and 3 commercial spaces, including structural upgrades. *PROJECT BUDGET:* $5,400,000 – In Progress

Project Schedule

The design team at DNA Workshop understands that meeting deadlines is critical for success, and we have a long-term track record of completing client projects on schedule and within the project budget. DNA Workshop has developed a very efficient process allowing us to put together projects in as little as 30 days when necessary. We know there are many factors that influence these projects including meeting deadlines for lending institutions, tax credit agencies, etc. We take great pride in working with the team to determine specific timeframes and allocate resources appropriately.

Because of our experience and efficiency, we have been able to maintain relationships with clients and agencies no matter how demanding their schedules. These efforts allow us to work with clients on multiple projects, because they trust us to get the job done. Whether the project is straight-forward or extremely complicated, we apply our same process ensure a consistent, high-quality product no matter the timeframe.

Additionally, our team knows that there are differences in every project and that parameters will change based on the housing authority, HUD rules, lending institutions, permitting agents, RAD rules, MAP guidelines, etc. We lay out a tight “road map” at the beginning of every project to ensure everyone is on the same page, and deliverables are secured on time. This road map also provides our team a guideline for review in case of unforeseen challenges. We look forward to getting more information on each of the projects and creating a plan that meets your specific needs.

Proposed approach to the design project: Listen, listen, listen, act.

We are extremely excited about the potential of this project and promise to handle it with the care and attention that it deserves. For us, that begins with listening. Our role is to thoroughly understand your particular needs at a given facility and then combine these with your team's vision and translate that into an organized, sustainable process over the life of the project. The following is a rough outline of how we plan to **listen** and promptly **act** upon an agreed scope of work.

Step 1: Assessment and Programming: During the first step of our process, we will perform an exhaustive review of the needs assessment reports created by created by a third party consultant, visit the existing facilities, and confirm all project needs including sustainability, durability, accessibility, and any other constraints that our experience has shown have an impact on the final design. Concurrent with this process, we will begin interviewing all team members you feel can provide key insight. Oftentimes, we find that the best ideas come from the most unlikely places. Our process is extremely collaborative and everyone's opinion is valid. This programming process is crafted to specifically respond to your needs and is structured in the least disruptive way possible. In other words, we will work around your schedule. Once we have listened to your needs and gathered the appropriate physical information, we will provide a draft report for your review, **listen** to your comments, and incorporate them into a final report that will become our road map for moving forward with the project. Once this has been completed, we will establish a preliminary budget and schedule. *Budget, program, and schedule must always remain in balance for the project to be successful.*

Step 2: Schematic Design: Once step 1 is complete, we use the road map (program report) to create drawings of our proposed solutions to the design problems identified in step 1. There are typically multiple solutions for each issue at hand and we will have workshops to arrive at the best solution for a given facility. In the first workshop, our team comes with blank paper to listen to your interpretation of the map. We can then start the drawings and work through initial challenges together. From that point we will take that information back to our offices and add more detail. Once everyone is on the same page, we will create renderings that will sufficiently identify the design intent in a manner that it is easily understandable to everyone involved. Finally, we will review the road map, revise as required, and confirm that the budget, program, and schedule are in balance.

Step 3: Design Development and Construction Documents: Once the budget, schedule, and program are all in balance, we will move forward to add the layers of detail required to determine a price on the project and complete the design of the building systems. During this step, we will present details, light fixtures, plumbing fixtures, door hardware, etc. to you for approval. This presentation will include pictures and actual finishes to reduce the opportunity for confusion on final material selections. After everything has been selected, our team completes construction drawings and specifications using Revit. This program allows us to maintain a three-dimensional representation of the project throughout and will provide additional data to perform energy analysis and construction budget. This step's resulting deliverable is a full set of drawings and specifications used to obtain a more detailed cost estimate from prospective contractors. Finally, we will review the road map, confirm that the budget, program, and schedule are all still in balance, and revise as required.

Step 4: Permitting and Bidding: We will coordinate the effort to obtain the proper permits and a final price from contractors to construct the project. There are numerous variables to this process and we will work with your team to navigate them as efficiently as possible.

Step 5: Construction Administration: We will assist in creating the construction contract and administering the contractor's work. DNA Workshop is your advocate throughout the construction and well beyond. We will attend monthly construction meetings, perform site observations, and review contractor pay applications. At the end of this step, we will review and inspect the contractor's punch list and perform site visits associated with the warranty inspections. Finally, we take our role as a member of your team very seriously and do not believe that there is really an end to Step 5 for us.

We propose this five-step process to provide you with a thoughtful response for your company—one that: makes your tenants healthier and happier with a reduction in operational and maintenance costs We are very excited to have this opportunity and look forward to collaborating with your team.

References

Kea Calame | VP Development
ENVOLVE Communities (Formerly LEDIC)
105 Tallapoosa St. Suite 300 | Montgomery, AL
T: 334.954.4458 | F 334.954.4496
kea.calame@ledic.com

We have been working with Envolve since DNA Workshop was founded and have completed almost 50 multi-family projects with them. Our first company project was the renovation of the Albert Pike Hotel in downtown Little Rock, AR. That project led to many more in multiple states, some of which we are currently working on with their team.

Erika Gorman | Construction Manager
Vitus Group
2607 2nd Ave | Seattle, WA
T: 865.228.9424 | F 865.251.2550
Erika.Gorman@vitus.com

Over the past five years, DNA Workshop has worked with Vitus Group to revitalize almost 2,000 affordable housing units throughout the country. We've helped establish an unbeatable workflow with Vitus from the tax credit application stage all the way through construction administration and the warranty period, resulting in tremendous growth for their business.

Michael Packard | Principal
Midland Capital Partners
250 Canterville Road, E11 | Warwick, RI
T: 617-840-1299
mpackard@midlandcap.com

Midland Capital Partners is a national developer with a medium-sized portfolio. They are based in the Northeast, and DNA is currently working on projects for them as far North as Maine and as far south as Georgia.

GENERAL CONTRACTOR

PRECISION RECONSTRUCTION GROUP

AIA® Document A305™ – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: Greystone

ADDRESS:

SUBMITTED BY: **Precision Reconstruction Group, LLC**

NAME: **Trey Curtis**

ADDRESS: 600 US Hwy 80 East Sunnyvale, TX 75182

PRINCIPAL OFFICE:

[X] Corporation Texas Limited Liability Company, S Corp
[ ] Partnership
[ ] Individual
[ ] Joint Venture
[ ] Other:

NAME OF PROJECT *(if applicable)*:

TYPE OF WORK (file separate form for each Classification of Work):

[**X**] General Construction General Contractor
[ ] HVAC
[ ] Electrical
[ ] Plumbing
[X] Other (please specify) Roofing Contractor

§ 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor? **20 Years**

§ 1.2 How many years has your organization been in business under its present business name? **15 Years**

§ 1.2.1 under what other or former names has your organization operated?

§ 1.3 If your organization is a corporation, answer the following:
§ 1.3.1 Date of incorporation:
§ 1.3.2 State of incorporation:
§ 1.3.3 President's name:
§ 1.3.4 Vice-president's name(s)
§ 1.3.5 Secretary's name:
§ 1.3.6 Treasurer's name:

§ 1.4 If your organization is a partnership, answer the following:
§ 1.4.1 Date of organization:
§ 1.4.2 Type of partnership (if applicable):
§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals: **Texas Limited Liability Company, S Corp**

§ 2. LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable.

Texas	Colorado	Mississippi	Nebraska
Oklahoma	Kansas	Georgia	Arizona
Louisiana	New Mexico	South Carolina	Iowa
Arkansas	Tennessee	North Carolina	Michigan
Florida	Missouri	Alabama	Wisconsin

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

§ 3. EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

Commercial, Multifamily, Student Housing, Hospitality, & Affordable Housing

Full Scale Interior/Exterior Renovations
LIHTC & Affordable Housing Renovations & REAC Inspections

Roofing Replacement	Exterior Painting	Welding
Window Replacement	Siding Replacement	Concrete
Perimeter Fencing	Access Controls	Dumpster Surrounds
Balcony Reconstruction	Railing Replacement	ADA Improvements
Masonry Repairs	Gutters	Exterior Doors
Fire & Water Restoration		

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it? **No**

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? **No**

§ 3.2.3 Has your organization ever filed a lawsuit or requested arbitration regarding construction contracts, within the last five years? **No**

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.) **No**

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

Project Name:	**The Ella Apts – Lubbock, TX**
Owner/Architect:	EPG
Contract Amount:	$11,875,437.00
Percent Completed:	5%
Completion Date:	4/11/2027

Project Name:	**Rosemont at Millers Pons Apts – TX**
Owner/Architect:	EPG
Contract Amount:	$13,875,437.00
Percent Completed:	5%
Completion Date:	8/1/2027

Project Name:	**James Inhofe Tower – Tulsa, OK**
Owner/Architect:	Omni
Contract Amount:	$3,040.341,0
Percent Completed:	100%
Completion Date:	2/1/2024

Project Name:	**Belle Oaks Apts LIHTC - Belton, TX**
Owner/Architect:	Paths
Contract Amount:	$8,875,437.00
Percent Completed:	95%
Completion Date:	8/1/2025

Project Name:	**Skyline Terrace Apts – Canton, OH**
Owner/Architect:	Renewal
Contract Amount:	$19,887,255.00
Percent Completed:	95%
Completion Date:	1/31/2026

Project Name:	**Eden Heights – Senior LIHTC – New Braunfels, TX**
Owner/Architect:	Nation Church Residences
Contract Amount:	$9,983,000.00
Percent Completed:	99%
Completion Date:	1/31/2026

Project Name:	**Morningside Apts – Knoxville, TN**
Owner/Architect:	Paths Management
Contract Amount:	$2,983,000.00
Percent Completed:	5%
Completion Date:	9/31/2026

§ 3.4.1 State total worth of work in progress and under contract: **$67,242,704.00**

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

Project Name:	**Lakeview Townhomes – LIHTC – Dallas, TX**
Owner/Architect:	Dallas Housing Authority
Contract Amount:	$7,875,437.00
Percent Completed:	100%
Completion Date:	4/1/2023

Project Name:	**Bradford Apartment LIHTC – Tulsa, OK**
Owner/Architect:	Paths
Contract Amount:	$7,875,437.00
Percent Completed:	100%
Completion Date:	12/11/2024

Project Name:	**Rockwell Manor- LIHTC – Brownsville, TX**
Owner/Architect:	Wilshire Pacific Builders
Contract Amount:	$3,225,437.00
Percent Completed:	100%
Completion Date:	3/21/2023

Project Name:	**Village of Baytown Apts - Baytown, TX**
Owner/Architect:	Paths
Contract Amount:	$9,875,437.00
Percent Completed:	95%
Completion Date:	8/1/2025

Project Name:	**Roseland Townhomes – Dallas, TX**
Owner/Architect:	Dallas Housing Authority
Contract Amount:	$10,909,214.00
Percent Completed:	100%
Completion Date:	6/8/2023

Project Name:	**Tejas Cove – Senior LIHTC – Bay City, TX**
Owner/Architect:	National Church Residences
Contract Amount:	$4,822,000.00
Percent Completed:	100%
Completion Date:	7/21/2024

Project Name:	**James Inhofe Tower – Tulsa, OK**
Owner/Architect:	Omni
Contract Amount:	$3,040.341,0
Percent Completed:	100%
Completion Date:	2/1/2024

Project Name:	**Kingsbridge Apts - LIHTC**
Owner/Architect:	Dallas Housing Authority
Contract Amount:	$2,887,255.00
Percent Completed:	100%
Completion Date:	11/25/2019

Project Name:	**Forest Park Apt- LIHTC**
Owner/Architect:	Ironwood Group
Contract Amount:	$3,674,654.00
Percent Completed:	100%
Completion Date:	7/31/2014

Project Name:	**Lago de Plata Apts - LIHTC**
Owner/Architect:	Wilshire Pacific Builders
Contract Amount:	$3,320,000.00
Percent Completed:	100%
Completion Date:	4/5/2020

Project Name:	**UTD- University Village**
Owner/Architect:	American Campus Life
Contract Amount:	$1,386,274.00
Percent Completed:	100%
Completion Date:	7/31/2014

Project Name:	**Park Village Apts- LIHTC**
Owner/Architect:	Hill Firm
Contract Amount:	$1,999,600.00
Percent Performed:	100%
Completion Date:	5/1/2015

Project Name:	**Tealwood Apts- LIHTC**
Owner/Architect:	Affordable Rehabilitation Experts
Contract Amount:	$1,287,000.00
Percent Performed:	100%
Completion Date:	2/1/2016

Project Name:	**Woodglen Apts- Dallas, TX**
Owner/Architect:	Affordable Rehabilitation Experts
Contract Amount:	$1,197,856.00
Percent Performed:	100%
Completion Date:	06/21/2016

Project Name:	**Lakeland Manor**
Owner/Architect:	Dallas Housing Authority
Contract Amount:	$1,535,000.00
Percent Performed:	100%
Completion Date:	5/17/2018

Project Name:	**Malcolm Kenner Apts**
Owner/Architect:	ML Gray Partnerships
Contract Amount:	$1,885,000.00
Percent Performed:	100%
Completion Date:	9/17/2018

Project Name:	**Coweta Apts- LIHTC**
Owner/Architect:	Penco Construction
Contract Amount:	$4,483,000.00
Percent Completed:	100%
Completion Date:	12/15/2018

Project Name:	**Live Oak Apts- LIHTC**
Owner/Architect:	Penco Construction
Contract Amount:	$3,267,000.00
Percent Completed:	100%
Completion Date:	12/15/2018

§ 3.5.1 State average annual amount of construction work performed during the past five years:
$54 Million

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

§ 3.6 Key Personnel

KEY PERSONNEL RESUME	
Name and Title	Ryan Curtis
Assignment on this project	**Managing Partner**
Name of your firm	Precision Reconstruction Group, LLC
Years of performance	20 Years
Education: Degree(s)/Year/Specialization:	Texas A&M with a Bachelor of Science
Describe Your Specific Experience and Qualifications Relevant to this Project	Ryan Curtis is the Managing Partner of Precision Reconstruction Group, LLC. His responsibilities include managing and overseeing daily construction and administrative activities. Ryan also recruits, trains and mentors Operation's personnel. He develops and implements business management systems for Sales, Estimating and Project Management and streamlines communication between customers and inter-company divisions. Ryan graduated from Texas A&M University in College Station, Texas where he earned a Bachelor's degree. He began his career in construction with another national multi-family contractor where he steadily advanced to a key senior executive from an entry-level position over the course of 10 years. Throughout Ryan's career, he has produced work in 20 states and strategically managed more than $200 million in revenue. He has supervised the operations of multiple divisions and has successfully completed more than 7,000 projects within the Commercial, Multi-family, Senior Living, and Low- Income Tax Credit Housing industries. Ryan and his family live in Sunnyvale, Texas He is also responsible for managing work acquisition, client relationships for PRG's private and public construction projects. With over 20 years of experience in the construction industry, Ryan has a wealth of construction management knowledge and experience, having served in every key role of a building construction project team, including Construction Manager, Preconstruction Manager, Project Manager, and Project Engineer. His responsibilities included identifying and cultivating client relationships, recruiting and developing key staff members, overseeing preconstruction efforts, and ensuring that all construction and renovation projects adhere to PRG's highest safety and quality standards. Ryan is an advocate of leveraging state-of-the-art technologies to enhance the performance of his project teams and provide added value to his clients and their projects. https://www.linkedin.com/in/ryan-curtis-82a4529/

§ 4. REFERENCES

§ 4.1 Trade References:

Ferguson Enterprises	**ABC Supply**	**Southern Shingles**
Lance Menn	**Kevin Culwell**	**Billy Smith**
(817) 401-6901	**(254) 744-5259**	**(214) 683-8058**

§ 4.2 Bank References: **Kyle Berry, Sr. Vice President**
American National Bank
401 Pinson Rd
Forney, TX 75126
(214) 863-5890

§ 4.3 Surety:

§ 4.3.1 Name of bonding company: **Baldwin-Cox Agency**

§ 4.3.2 Name and address of agent: **Blaire Allen, Vice President**
5930 Prestonview Blvd
Dallas, TX 75240

§ 5. FINANCING

§ 5.1 Financial Statement:

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

All Financial Statements are available upon request.

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:
Murrey Paschall & Caperton PC

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

§ 5.2 Will the organization, whose financial statement is attached, act as guarantor of the contract for construction?

CONSTRUCTION MANAGEMENT

VIGILANCE CONSTRUCTION

VIGILANCE
DEVELOPMENT GROUP, LLC

DEVELOPMENT

Done Right the First Time

THE VIGILANCE EXPERIENCE



Vigilance Development Group, LLC (“VDG” or the “Sponsor”)

Jason Knotowicz
President, Vigilance Development

Jason Knotowicz has over a decade of experience in real estate development, bringing together stakeholders, government officials, and community leaders as a force multiplier to transform communities impacting both physical and economic landscapes.

Jason proudly served in the United States Air Force for 21 years. He refined his leadership style when serving as a First Sergeant for 5 years; a leadership position that focused vigilantly on the war-time readiness and capabilities of the unit.

Jason graduated with a B.S. in Urban and Regional Planning, with an emphasis in Economics, from California Polytechnic University, Pomona in 2010. He has his Certification of Project Management and Construction Management from the University of California, Riverside. Jason graduated with an MBA from the Cox School of Business at Southern Methodist University in May 2019.

THE VIGILANCE EXPERIENCE

Jason has been known for his passion for real estate development with his focus on building successful development teams that get things right the first time. Throughout his real estate career, he has developed over 5,000 units of multifamily housing with a total value of over $1B. He has vast experience in master-planned development, directing site selection and feasibility analysis, design development, entitlements, construction management, contract negotiations, financial feasibility, and market analysis. As a proven leader, Jason has a verifiable track record for the successful planning, execution, and completion of large-scale, multifamily real estate developments.

The Sponsor offers a spectrum of disciplines including acquisitions, zoning and entitlement, master planning and design development, development project management, construction project management, and public-private partnerships.

By focusing primarily on mixed-use, multifamily and hospitality, VDG has gained an intimate understanding of the need of premier sites in the path of economic growth, leading the Developer to be ahead of the curve on purchasing property that is on the cusp of economic and development explosion.

DEVELOPMENT EXPERIENCE



Breadth of Knowledge

- Master Planned Development
- Site Feasibility Analysis
- Zoning and Entitlements
- Design Development
- Contract Negotiations
- Project Management
  - Development Management
  - Construction Management
  - Project Close-Out
- Operations, Sales and Leasing
- Project Accounting and Auditing

PORTFOLIO OF EXPERIENCE





REVELSTOKE
HWY 287 & BLUE MOUND ROAD
FORT WORTH, TEXAS

DEVELOPER:	REVELSTOKE VENTURES
TYPE:	MULTIFAMILY DEVELOPMENT
PROJECT:	$65 MILLION
SIZE:	17 ACRES
DENSITY:	400,000 SQUARE FEET
UNIT COUNT:	408 LUXURY APARTMENTS & RESORT STYLE AMENITIES

PORTFOLIO OF EXPERIENCE





HILL STREET
GEORGE W. BUSH & HWY 161
GRAND PRAIRIE, TEXAS

DEVELOPER:	HILL STREET VENTURES
TYPE:	MULTIFAMILY DEVELOPMENT
PROJECT:	$55 MILLION
SIZE:	11 ACRES
DENSITY:	286,000 SQUARE FEET
UNIT COUNT:	290 LUXURY APARTMENTS & RESORT STYLE AMENITIES

PORTFOLIO OF EXPERIENCE





BERKSHIRE PHASE I
HWY 287 & BLUE MOUND ROAD
FORT WORTH, TEXAS

DEVELOPER:	REVELSTOKE VENTURES
TYPE:	MULTIFAMILY DEVELOPMENT
PROJECT:	$60 MILLION
SIZE:	12 ACRES
DENSITY:	400,000 SQUARE FEET
UNIT COUNT:	340 LUXURY APARTMENTS & RESORT STYLE AMENITIES

PORTFOLIO OF EXPERIENCE





EDGESTONE SENIOR LIVING
EDGESTONE MASTER PLANNED DEVELOPMENT
FRISCO, TEXAS

DEVELOPER:	ARTISTRY SENIOR RESIDENCES
TYPE:	SENIOR LIVING DEVELOPMENT
PROJECT:	$50 MILLION
SIZE:	17 ACRES
DENSITY:	360,000 SQUARE FEET
UNIT COUNT:	408 LUXURY APARTMENTS & RESORT STYLE AMENITIES



DEVELOPMENT

Development Services

- Master Planned Development
- Site Feasibility Analysis
- Zoning and Entitlements
- Design Development
- Contract Negotiations
- Project Management
  - Development Management
  - Permit Expediting
  - Construction Management
  - Project Close-Out
- Operations, Sales and Leasing
- Project Accounting and Auditing

CONSTRUCTION MANAGEMENT

Owner Representative / CM Services

- Onsite Construction Management
- Project Budget Management
- Scope of Work Analysis
- Project Schedule Management
- Contract Negotiations
- New Construction
  - Buyout and Preconstruction Services
  - Quality Control
  - Change Order Management
- Renovation and Rehab Expertise
- Contingency Management



CONTACT INFORMATION

- Jason Knotowicz, CEO
- jason@vigilancedevelopment.com
- (469) 594-9621

EPG

ELIZABETH PROPERTY GROUP

TAB 3

KNOWLEDGE & EXPERIENCE







ABOUT ELIZABETH PROPERTY GROUP

Elizabeth Property Group (EPG) is a Dallas-based multifamily housing developer, operator, and investor specializing in affordable housing across Texas. EPG's principals bring a combined 30+ years of experience, with a focused track record of mission-aligned, mixed-finance affordable housing.

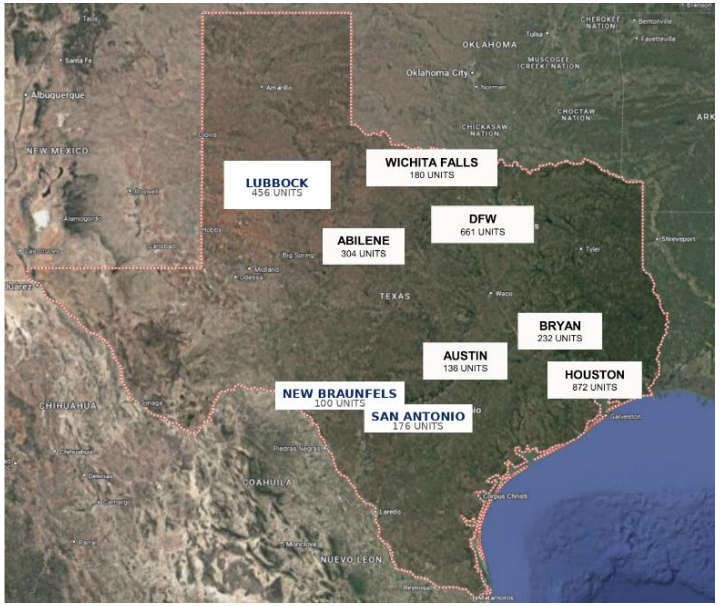
18
Properties Owned

3,117
Total Units

$300M+
Total Dev. Cost Closed

6
LIHTC Developments – Rehab & New Construction

Market	Properties	Units
Houston, TX	4	872
Dallas / Fort Worth, TX	5	661
Abilene, TX	1	304
Lubbock, TX	3	456
Bryan, TX	1	232
Wichita Falls, TX	1	180
Austin, TX	1	136
San Antonio, TX	1	176
New Braunfels, TX	1	100



EPG'S MISSION

- Engage & partner with local housing authorities to address community needs
- Preserve affordable housing in well-located, high-opportunity areas
- Service-enriched housing supporting the whole person beyond just shelter

INVESTMENT-LEVEL TRACK RECORD

EPG
ELIZABETH PROPERTY GROUP

Name	# of Units	Location	Non-Profit Partner	Affordable Restrictions	Closing Date	Financing Sources
The Citizen (fka Midpark Towers)	202	Dallas, TX	Dallas Housing Finance Corporation	100% LIHTC; PBVs awarded from Dallas Housing Authority	2021 closed; 2023 stabilized	4% bonds, HUD 221d4, CDBG, TSAHC AHP
Canterbury Crossing	304	Abilene, TX	Abilene Housing Authority	100% LIHTC; Awarded 120 Project Based Vouchers from the Housing Authority of the City of Abilene	2023	4% bonds, HUD 221d4, HOME ARP
Kensington Apartments	136	Austin, TX	Integral Care	100% LIHTC; Awarded 55 Project Based Vouchers from the Housing Authority of the City of Austin	2022 (bridge); 2023 (tax credits)	4% bonds, HUD 221d4, HOME ARP
Prairie Commons	72	Dallas, TX	Crossroads	100% LIHTC, 811 units	2021	Equity: private investor Debt: Freddie
Hacienda Del Sol	55	Dallas, TX	n/a	100% LIHTC 30%/50%/60%	2022	Equity: private investor
Woodglen Park I & II	232	Dallas, TX	Crossroads	100% LIHTC 60%	2023	Equity: Institutional investor; Debt (assumption): Redstone
Willow Green	336	Houston, TX	Crossroads	100% LIHTC 60%	2023	Equity: Institutional investor; Debt (assumption): Redstone
Tealwood Place	180	Wichita Falls, TX	Crossroads	100% LIHTC 60%	2023	Equity: Institutional investor; Debt (assumption): Redstone
Saddlewood Club	232	Bryan, TX	Crossroads	100% LIHTC 60%	2023	Equity: Institutional investor; Debt (assumption): Redstone
Ridgewood West	232	Huntsville, TX	Crossroads	100% LIHTC 60%	2023	Equity: Institutional investor; Debt (assumption): Redstone
Pine Club	232	Beaumont, TX	Crossroads	100% LIHTC 60%	2023	Equity: Institutional investor; Debt (assumption): Redstone
Culver Crossing (fka Churchill at Commerce)	100	Commerce, TX	Crossroads	100% LIHTC 30%/50%/60%	2022	Equity: private investor Debt: Freddie
Churchill Place Apartments	72	Houston, TX	Crossroads	100% LIHTC 30%/50%/60%	2022	Equity: Enterprise Preservation Fund; Debt: Fannie (assumption)
Stonebridge at Ironton	152	Lubbock, TX	n/a	100% LIHTC 30%/50%/60% Pending RAD Transition with Lubbock Housing Authority	Q2 2024	Tax Credit Equity: RBC Debt: Pacific Life
Stonebridge at Kelsey Park	152	Lubbock, TX	n/a	100% LIHTC 30%/50%/60% Pending RAD Transition with Lubbock Housing Authority	Q2 2024	Tax Credit Equity: RBC Debt: Capital One
The Ella	152	Lubbock, TX	Lubbock Housing Authority	100% LIHTC 30%/50%/60%	Q1 2026	Tax Credit Equity: Keybank Debt: HUD
Rosemont at Miller's Pond	176	San Antonio, TX	Housing Authority of Bexar County	100% LIHTC 30%/50%/60%	Q1 2026	Tax Credit Equity: Aegon Debt: HUD
Landa Place	100	New Braunfels, TX	Crossroads	100% LIHTC 30%/60%	Q1 2026	Equity: private investor Debt: HUD

DEVELOPMENT PROJECT LIST — PAST FIVE YEARS

All projects are 100% affordable LIHTC developments in Texas. Owner contact for all projects: Elizabeth Property Group, 5757 Alpha Rd Ste 505, Dallas TX 75240 | Tisha Vaidya: tisha@elizabethpropertygroup.com | (214) 336-7495

Project / Location	Units	Total Dev. Cost	Hard Const. Cost	Financing / Partners	Start	Completion
The Citizen (fka Midpark Towers) Dallas, TX	202	$33,195,634	$10,831,347	4% LIHTC, TE Bonds, HUD 221(d)(4), CDBG, TSAHC AHP Equity: Merchants Capital | Partner: Dallas HFC | 55 PBVs	6/30/2021	11/21/2022
Canterbury Crossing Abilene, TX	304	$47,589,794	$18,488,976	4% LIHTC, TE Bonds, HUD 221(d)(4), HOME ARP Equity: Enterprise | Partner: Abilene Housing Authority | 120 PBVs	7/21/2023	9/30/2025
The Nellie (fka Kensington) Austin, TX	136	$39,051,643	$11,087,640	4% LIHTC, TE Bonds, HUD 221(d)(4), HOME ARP Equity: Merchants Capital | Partner: Integral Care | 55 PBVs (HACA)	7/28/2023	10/10/2025
The Ella Lubbock, TX	152	$29,762,023	$12,771,927	4% LIHTC, TE Bonds, HUD 221(d)(4) Equity: KeyBank | Partner: Lubbock Housing Finance Corp.	2/5/2026	In Progress
Rosemont at Miller's Pond San Antonio, TX	176	$38,075,013	$14,895,258	4% LIHTC, TE Bonds, HUD 221(d)(4) Equity: Aegon | Partner: Housing Authority of Bexar County	2/27/2026	In Progress
Pine Creek Senior Apts Bastrop, TX (9% Award)	52	$17,191,609	$10,000,132	9% Competitive LIHTC (TDHCA Award 2025) — New Construction Groundbreaking Q3 2026 | Completion: Q1 2028	2025 Award	Q1 2028 (est.)

TDHCA EXPERIENCE

Elizabeth Property Group has deep, hands-on experience working directly with the Texas Department of Housing and Community Affairs, having closed five 4% Housing Tax Credit transactions and received one competitive 9% award across its Texas portfolio in the past three years. EPG's team prepares all TDHCA application materials in-house — including experience certificates, QAP threshold documentation, and scoring narratives — giving the firm full command of TDHCA's Qualified Allocation Plan, Uniform Multifamily Rules, and underwriting requirements.

Beyond standard application work, EPG has direct experience working closely with TDHCA staff on a range of waiver requests, including proximity rule waivers and other threshold or scoring-related waivers, to keep transactions moving through TDHCA's review process. This includes navigating pre-application conversations with TDHCA underwriting and compliance staff, responding to deficiency notices, and resolving site- and market-specific issues as they arise. That established, working relationship with TDHCA gives NBHA confidence that EPG can move this development efficiently through the state's allocation process, including any waiver requests specific to the Villa Serena and Laurel Plaza sites.

CASE STUDY: THE NELLIE — AUSTIN, TX

AUSTIN MARKET | HACA PARTNERSHIP

Units	136
Total Dev. Cost	$39,051,643
Hard Const. Cost	$11,087,640
Financing	4% LIHTC	HUD 221(d)(4)	Tax-Exempt Bonds	HOME ARP
Equity Partner	Merchants Capital
Non-Profit Partner	Integral Care (Austin behavioral health leader)
Project-Based Vouchers	55 PBVs — Housing Authority of the City of Austin
Start / Completion	July 28, 2023 / October 10, 2025

INTEGRAL CARE — ON-SITE WRAPAROUND SERVICES | Travis County Designated Mental Health Authority

- Employment & Career Services: career counseling, job placement assistance, resume preparation, and employment referrals — delivered by 5 full-time social service workers stationed onsite
- Mental & Behavioral Health: comprehensive onsite mental and behavioral health services, including substance abuse prevention and treatment, residential support services, and case management
- Housing Stability Support: services directly support residents' ability to sustain employment, achieve long-term housing stability, and advance self-sufficiency
- All services provided directly by Integral Care, leveraging its institutional infrastructure and decades of experience serving Austin's most vulnerable populations

EPG's Direct HACA Partnership

- 55 PBVs directly coordinated with HACA
- HOME ARP funding from City of Austin
- Integral Care co-GP: deep community ties
- Full TDHCA QAP compliance for Austin









CASE STUDY: THE CITIZEN (FKA MIDPARK TOWERS) — DALLAS, TX

INVESTMENT OVERVIEW

Units	202 | 10 & 11-story high-rise towers
Total Dev. Cost	$33,195,634
Hard Const. Cost	$10,831,347 ($55,000/unit renovation)
Financing	4% LIHTC | HUD 221(d)(4) | Tax-Exempt Bonds
Additional Sources	CDBG (City of Dallas) | TSAHC AHP
Equity Partner	Merchants Capital
Non-Profit Partner	Dallas Housing Finance Corporation
Project-Based Vouchers	55 PBVs — Dallas Housing Authority
Start / Completion	June 30, 2021 / November 21, 2022

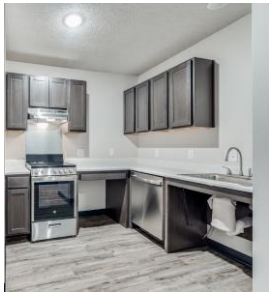
EPG VALUE-ADD HIGHLIGHTS

- Full gut rehab: new roof, HVAC, elevator, boilers, 100% exterior repaint
- Created tenant amenity space: business center, gym, activity room, dog park
- NOI increased 75% vs. prior ownership — stabilized at 95%+ occupancy by June 2023
- Winner: 2023 NALHFA Award of Redevelopment Excellence









2023 NALHFA
Award of Redevelopment Excellence

Market-rate property formally income-restricted through LIHTC. Took a previously distressed, underinvested asset and transformed it into an award-winning community serving Dallas's most vulnerable residents.

CASE STUDY: CANTERBURY CROSSING — ABILENE, TX

INVESTMENT OVERVIEW

Units	304
Total Dev. Cost	$47,589,794
Hard Const. Cost	$18,488,976
Financing	4% LIHTC | HUD 221(d)(4) | Tax-Exempt Bonds
Additional Sources	HOME ARP
Equity Partner	Enterprise Community Partners
Non-Profit Partner	Abilene Housing Authority
Project-Based Vouchers	120 PBVs — Housing Authority of the City of Abilene
Start / Completion	July 21, 2023 / September 30, 2025









PROJECT HIGHLIGHTS

Housing Authority Partnership

- 120 PBVs coordinated with Abilene HA
- Deeply subsidized units for lowest-income residents
- Long-term public-private ownership structure

HOME ARP Integration

- HOME ARP gap financing layered with LIHTC
- Full compliance with HUD HOME program requirements
- Income targeting across multiple restriction tiers

HUD 221(d)(4) Financing

- FHA-insured senior construction/perm loan
- Full MAP lender process navigation
- Davis-Bacon wage compliance throughout

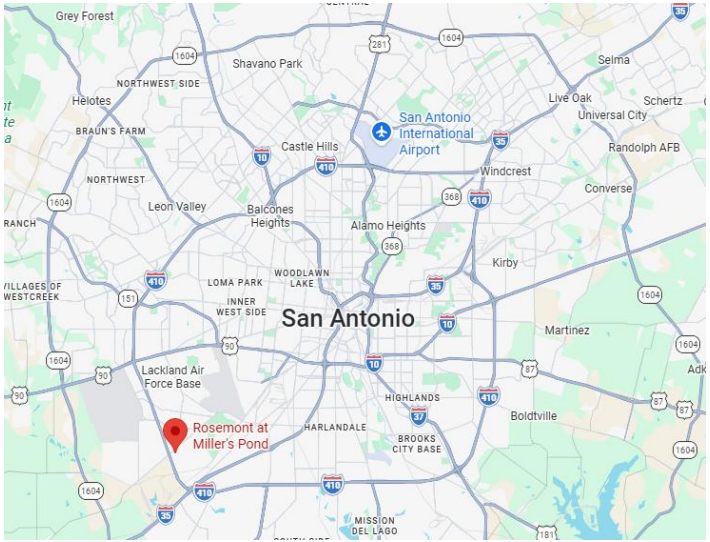
Social Services

- After-school programming, offering activities focused on academic success, leadership development, and healthy lifestyles for school-aged children living at Canterbury Crossing Apartments.
- On-site staffing and supervision, with a minimum of two Boys & Girls Club staff members present at all times, all trained to BGCA safety and compliance standards.

ACTIVE DEVELOPMENT: ROSEMONT AT MILLER'S POND — SAN ANTONIO, TX

ACTIVE DEVELOPMENT | 4% LIHTC

Units	176
Total Dev. Cost	$38,075,013
Hard Const. Cost	$14,895,258
Financing	4% LIHTC	Tax-Exempt Bonds	HUD 221(d)(4)
Equity Partner	Aegon
Non-Profit Partner	Housing Authority of Bexar County
Start Date	February 27, 2026
Completion	In Progress (2026–2027)



DEVELOPMENT HIGHLIGHTS

- EPG's largest active development — $38M TDC demonstrating full capital stack capability
- Housing Authority of Bexar County partnership: direct parallel to HACA's co-developer model
- San Antonio market — expanding EPG's South Texas affordable housing footprint
- Full construction management oversight through Vigilance Development
- Long-term ownership and ground lease structure consistent with HACA's stated goals

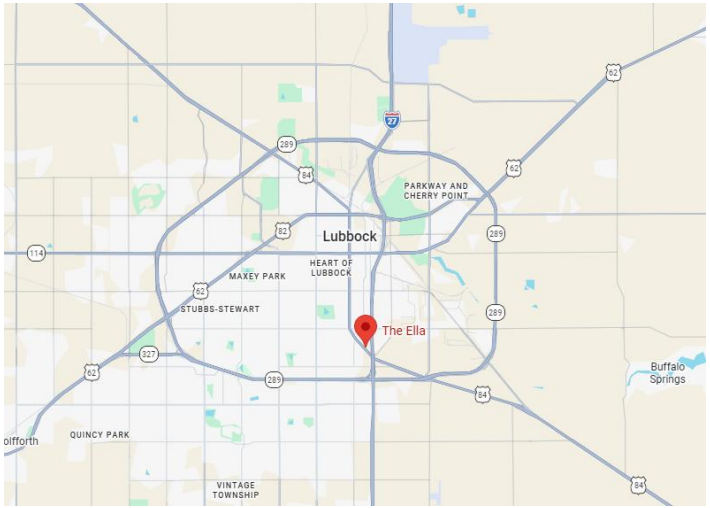
Housing Authority of Bexar County

- Housing Authority of Bexar County as non-profit co-GP
- Public-private partnership mirroring HACA's RAD model
- 100% affordable — serving households at or below 60% AMI
- Aegon LIHTC equity partnership — institutional capital access
- HUD 221(d)(4) senior financing — full MAP lender process

ACTIVE DEVELOPMENT: THE ELLA — LUBBOCK, TX

ACTIVE DEVELOPMENT | 4% LIHTC

Units	152
Total Dev. Cost	$29,762,023
Hard Const. Cost	$12,771,927
Financing	4% LIHTC	Tax-Exempt Bonds	HUD 221(d)(4)
Equity Partner	KeyBank
Non-Profit Partner	Lubbock Housing Finance Corporation
Start Date	February 5, 2026
Completion	In Progress (2026–2027)



DEVELOPMENT HIGHLIGHTS

- Mission-aligned long-term affordable housing for Lubbock families
- EPG's third Lubbock LIHTC development — deep market knowledge and relationships
- Full construction oversight through Vigilance Development (Jason Knotowicz)
- Architect of record: DNA Workshop — LIHTC rehab and new construction specialist
- Property management to be coordinated with Lubbock Housing Finance Corporation

Lubbock Housing Finance Corporation

- Non-profit co-GP with deep Lubbock community ties
- 100% affordable — LIHTC income restrictions
- HUD 221(d)(4) FHA-insured permanent financing
- KeyBank LIHTC equity investor partnership
- Davis-Bacon wage compliance throughout construction

9% LIHTC NEW CONSTRUCTION AWARD: PINE CREEK SENIOR APARTMENTS — BASTROP, TX

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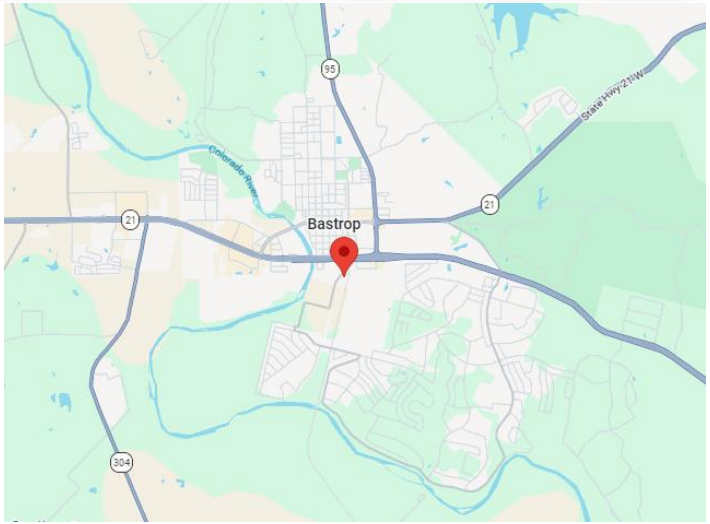
2025 TDHCA COMPETITIVE 9% AWARD	
Units	52 (Senior Housing — New Construction)
Total Dev. Cost	$17,191,609
Hard Const. Cost	$10,000,132
Financing	9% Competitive LIHTC — TDHCA Award 2025
Tax Credit Type	Competitive 9% Allocation via TDHCA QAP
TDHCA Award	2025
Groundbreaking	Q3 2026
Est. Completion	Q1 2028

WHY THIS MATTERS FOR HACA

- Proves EPG can compete and win in TDHCA's most competitive funding round
- Full QAP compliance capability: threshold certifications, scoring strategy, and experience certificates
- New construction expertise complements EPG's rehabilitation track record — covering HACA's full future pipeline
- Senior housing focus aligns with HACA's diverse resident population and long-term affordability goals
- 1 of 4 competitive applications submitted: 25% award rate reflects quality of underwriting and QAP strategy

9% TDHCA Competitive Award

EPG submitted 4 competitive 9% applications to TDHCA in 2024–2025. Pine Creek is EPG's first 9% award — demonstrating full command of TDHCA's QAP scoring criteria, threshold requirements, and Uniform Multifamily Rules.



LOCAL MARKET PRESENCE: LANDA PLACE — NEW BRAUNFELS, TX

ACQUISITION & FINANCING SNAPSHOT

Property Type	100-unit LIHTC multifamily
Population	Senior (55+)
Year Built	2005
Business Plan	Buy and hold, Light Value-Add
Assumable Financing	HUD loan — 70% LTV, 3.94% fixed

AFFORDABILITY & PERFORMANCE

- Unit mix: 1- and 2-bedroom floorplans; 10% of units restricted ≤30% AMI, 90% restricted ≤60% AMI
- Approximately 42 residents utilizing housing vouchers, supporting stable cash flow on the 30% AMI units
- 99% current occupancy; 97%+ average over the past 3 years; average tenancy exceeds 7 years

VALUE-ADD & CHDO STRATEGY

- Partnering with a CHDO (Crossroads) to secure a 50% property tax reduction
- $500,000 capital improvement plan — interior/exterior updates, new signage, improved curb appeal, new roofs and HVAC systems; $300,000 funded upfront, with the remaining $200,000 funded through budgeted operational repairs and reserves over the 5-year hold period
- Water-efficiency retrofit projected to reduce water expense by 28%, per SAS Conserve estimate








RAD CONVERSION EXPERIENCE & HUD / SECTION 8 EXPERTISE

EPG has direct experience with HUD's Rental Assistance Demonstration (RAD) conversion framework, including an active RAD transaction with the Lubbock Housing Authority — converting 32 public housing allocations into a new, sustainable project-based structure.







STONEBRIDGE AT IRONTON – LUBBOCK HOUSING AUTHORITY RAD CONVERSION

The Lubbock Housing Authority previously operated 32 public housing units at a separate property that was lost to foreclosure — leaving the authority without affordable housing its community depended on.

Through HUD's RAD framework, LHA was able to carry those 32 public housing allocations forward. EPG was selected as developer partner to bring those units back online in a new, financially sustainable project-based structure.

EPG is currently closing this transaction — a direct parallel to the type of partnership HACA seeks under this RFQ.

HAP Contract Experience

- Assuming & renewing existing Section 8 HAP contracts
- New PBV contracts via RAD conversion
- HAP compliance and renewals with HUD field offices

HUD Financing Experience

- HUD 221(d)(4) on all 5 closed LIHTC deals
- MAP lender process & Davis-Bacon compliance
- Section 3 employment requirements

Public Housing Regulations

- RAD conversion notice requirements
- Mixed-finance development under HUD guidelines
- HUD Dispo funds & housing authority recapitalization

PBV Coordination

- HACA (55 PBVs — The Nellie, Austin)
- Abilene HA (120 PBVs — Canterbury Crossing)
- Dallas HA (The Citizen) | Lubbock HA (RAD)

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FINANCING METHODS







REAL ESTATE FINANCING METHODS & CAPABILITIES

EPG has direct experience with the full range of financing tools required for NBHA's RAD-converted portfolio. All five closed LIHTC developments utilized HUD 221(d)(4) insured financing. EPG also has two pending HUD FHA loans currently in process, including a HUD 241a supplemental. In addition, EPG has two HUD 223(f) loans in place on now stabilized properties.

LIHTC (TDHCA)

EPG is a proven LIHTC developer with five closed transactions and one 9% competitive award through TDHCA in Texas:

- 4% LIHTC (Tax-Exempt Bond Transactions): EPG has successfully structured and closed five 4% LIHTC transactions with TDHCA, working with equity syndicators including Merchants Capital, Enterprise Community Partners, KeyBank, and Aegon. EPG's team prepares all TDHCA application materials, LIHTC experience certificates, and QAP threshold documentation in-house.
- 9% Competitive LIHTC: EPG received a 9% award for Pine Creek Senior Apartments (Bastrop, TX) — a new construction senior housing development breaking ground in 2026 with completion expected Q1 2028. This demonstrates EPG's ability to navigate TDHCA's competitive scoring process and meet all QAP threshold requirements. This transaction was also successful in receiving Texas State LIHTC credits in exchange for deeper affordability 30% AMI units.
- LIHTC Syndicator Solicitation: EPG has worked with four LIHTC equity syndicators across its development portfolio (Merchants Capital, Enterprise Community Partners, KeyBank, and Aegon) and maintains active relationships with several others. EPG will solicit a minimum of three syndicators to bid on LIHTC equity for each NBHA project, as required, and will present all letters of intent to NBHA for approval.
- Experience Certificates: EPG holds the required TDHCA developer experience certificates to meet QAP threshold requirements for LIHTC applications. EPG is a certified HUB in the state of Texas.

Tax-Exempt Bond Financing

All five of EPG's closed 4% LIHTC developments were structured with tax-exempt bond financing issued in conjunction with TDHCA. EPG is experienced in the bond issuance process, working with bond counsel, underwriters, and TDHCA's bond program requirements. For NBHA projects, EPG understands that NBHA's affiliate may serve as the tax-exempt bond issuer, a structure EPG has experience working within.

Housing Authority and HFC partnerships

- Housing Authority of Abilene (existing partnership)
- Housing Authority of Bexar County (existing partnership)
- Lubbock Housing Authority (pending RAD transaction + partnership)
- Dallas HFC (existing partnership)
- Lubbock HFC (existing partnership)
- Integral Care (existing partnership)

HUD FHA: 221(d)(4), 223(f), 241(a)

All five of EPG's closed LIHTC developments utilized HUD 221(d)(4) FHA-insured mortgage financing. EPG is deeply familiar with HUD MAP lender requirements, the LIHTC pilot program for FHA loans, Davis-Bacon wage compliance documentation, and the evidentiary materials required by HUD throughout the construction and permanent conversion process. EPG's experience with HUD 221(d)(4) includes both new construction and substantial rehabilitation projects.

EPG's team has deep familiarity with HUD regulations governing public housing and Project-Based Rental Assistance, including the RAD program's Rental Assistance Demonstration Notice (PIH Notice 2012-32 and subsequent guidance), Section 8 Housing Assistance Payment (HAP) contract requirements, and HUD's mixed-finance development guidelines. EPG will work with NBHA's HUD and SHPO contacts and legal counsel to ensure all financing plans comply with applicable HUD regulations and obtain necessary HUD approvals.

EPG also has experience with HUD and USDA loan assumptions, HUD 241a supplemental loans, and HUD 223(f) loans on stabilized properties.

REAL ESTATE FINANCING METHODS & CAPABILITIES

HOME & Federal Gap Sources

EPG has successfully incorporated HOME ARP (American Rescue Plan) funds into two Texas LIHTC transactions:

- Canterbury Crossing (Abilene, TX) — HOME ARP funds as part of a $47.6M total development cost
- The Nellie (Austin, TX) — HOME ARP funds as part of a $39.1M total development cost

EPG understands the compliance requirements, income targeting, and affordability period restrictions associated with HOME funds, including the interaction with LIHTC and HUD program requirements.

Other Gap Sources:

- FHLB AHP: $1.75M awarded to Canterbury Crossing and $1.75M to The Ella in 2025
- Texas State Housing Tax Credits: Pine Creek Senior Apartments (Bastrop, TX)
- CDBG: The Citizen (Dallas) | TSAHC AHP: The Citizen
- MFDL: $6.1M TDHCA HOME loan funds in progress for Pine Creek Senior Apartments in Bastrop

RAD / Section 8 / HAP Contracts

EPG understands that HUD's RAD program may make Replacement Housing Factor funds available to supplement development financing for former public housing sites. EPG will work with NBHA to identify and maximize all available HUD funding sources, including RHF funds, and incorporate them into the financing plan for each project.

The Nellie — Austin, TX 55 Project-Based Vouchers awarded by the Housing Authority of the City of Austin

Canterbury Crossing — Abilene, TX 120 Project-Based Vouchers awarded by the Housing Authority of the City of Abilene

The Citizen — Dallas, TX Project-Based Vouchers awarded by the Dallas Housing Authority

The Ella — Lubbock, TX Active coordination with Lubbock Housing Authority on RAD conversion of 32 public housing units

Canterbury Crossing — Abilene, TX (HAP Renewal) HAP contract assumption and renewal experience; EPG worked directly with the HUD field office and the Abilene Housing Authority to renew and restructure the Section 8 assistance through closing

Historic Tax Credits

EPG has experience layering Federal Historic Tax Credits (FHTCs) and State Historic Tax Credits into LIHTC capital stacks on qualifying properties. Historic tax credit transactions require coordination with the State Historic Preservation Office (SHPO) and compliance with the Secretary of the Interior's Standards for Rehabilitation. EPG understands how to structure dual-credit transactions and work with SHPO-approved architects such as DNA Workshop, which has significant historic rehabilitation experience.

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TAB 4

DETAILED WORK PLAN







DEVELOPMENT APPROACH & PRELIMINARY CONCEPT

SIMULTANEOUS OCCUPIED REHABILITATION & REDEVELOPMENT

Elizabeth Property Group proposes to redevelop Laurel Plaza and Villa Serena simultaneously, beginning with a six-to-nine month planning and pre-development phase during which both sites undergo gradual, natural lease-down — targeting 80% occupancy or below — so that construction can begin without making residents relocate. EPG intends to pursue 4% Low Income Housing Tax Credits for both developments. A 9% competitive application will be explored for each project, though given the competitiveness of TDHCA's Region 9-Urban, the likelihood of an award is low.

LAUREL PLAZA — OCCUPIED REHABILITATION

Laurel Plaza will be executed as an occupied rehabilitation. Renovation of NBHA's administrative offices will take place in the first phase, alongside the start of the floor-by-floor rehabilitation strategy: vacancy will be consolidated onto one floor at a time, that floor will be renovated, and residents will then be relocated into the newly renovated units to free up the next floor for construction. This sequencing continues floor by floor until the full building has been modernized, without requiring any offsite relocation.

VILLA SERENA — DEMOLITION & RECONSTRUCTION

Villa Serena will be redeveloped through demolition and new construction, phased across the site. The first phase begins with the clubhouse, which will be built out to serve as temporary office space for NBHA staff while the Laurel Plaza administrative offices are under renovation. Twenty vacant units (ten duplexes) will be needed to consolidate vacancy and begin the first residential phase; three residential phases will follow, ultimately delivering 200 total units.





EPG OCCUPIED REHAB EXPERIENCE

EPG has specific experience in Occupied Rehabilitations or “Rolling Rehabs” of properties. All of our five previous 4% Tax Credit experience have been Occupied Rehabs. We believe this is the optimal way to complete a rehabilitation program, for the best interest of the residents. This keeps them in their current environment, near friends, family, greater community, transportation, employment, and their general lives – all during rehab.

EPG provides a turnkey process for a rolling rehab. Immediately after closing, we communicate with all residents to let them know of the upcoming rehabilitation plan, and specifically reiterate that they are not being forced to move, nor are they responsible for the move. All we simply ask is for their cooperation. We then walk them through our rehabilitation phasing plan and how that will impact timing for their move. This is so that they understand that for the next 18-20 months on-site, there will be construction happening at nearby units. Ultimately, they will be relocating to one of those units, and EPG will cover 100% of the relocation expenses to make it as painless as possible for the resident.

Logistically, we will consolidate all vacancies to one area of the property in order to minimize disruption to the residents and then will start rehab there. Then, we will relocate the first phase of residents to the newly-renovated units, and start on the rehabbed units. We will keep working our way throughout the property until complete, updating residents frequently. Most residents are receptive and excited to see positive changes to their property, and enjoy the updated amenities and unit finishes that result.

LAUREL PLAZA PHASING PLAN

Concurrent with the Villa Serena clubhouse build-out, Laurel Plaza will undergo a gradual, natural lease-down — targeting 75% occupancy or below — to consolidate vacancy and free up units for the first residential phase.

LAUREL PLAZA — 5-STORY BUILDING



1. Complete the Villa Serena clubhouse as temporary NBHA office space; using consolidated vacancy from the lease-down, renovate NBHA's administrative offices and Floor 1 of Laurel Plaza.
2. Vacate Floor 5 units. Consolidate occupancy to other floors, freeing floor 5 for renovation.
4. Relocate Floor 4 residents into the completed Floor 5 units, freeing Floor 4 for renovation.
3. Relocate Floor 3 residents into the completed Floor 4 units, freeing Floor 3 for renovation.
5. Relocate Floor 2 residents into the completed Floor 3 units, freeing Floor 2 for renovation — the final residential floor.
6. With all residential floors complete, renovate the shared common areas last.

Ground-floor NBHA administrative offices renovated concurrently with Floor 1 (Phase 1). Shared common areas (lobby, community room) are finished last, after all residential floors are complete.

VILLA SERENA PHASING PLAN



Prior to Phase 1 demolition, EPG will work with NBHA to consolidate remaining occupied units on-site, freeing up the 20 duplex units required for the first residential phase while minimizing resident disruption.

1 Demolish and reconstruct clubhouse building with leasing office and recreational space, community room, fitness center, mail room and laundry room. The community room will act as a temporary office space for NBHA employees during the renovation of the current office at Laurel Plaza.

2 Prior to phase 2 demolition, site will undergo a gradual, natural lease down to allow for at least 20 vacant units (10 duplexes). The remaining occupied units will be consolidated to phases 3 and 4 during construction of phase 2. Estimated 60 residential units to be developed in this phase (three story, surface parking).

3 Existing residents will be relocated to the newly constructed phase 2. Demolition of the existing duplex buildings to construct roughly 70 new residential units in the phase (three story, surface parking).

4 Existing residents will be relocated to the newly constructed phase 3. Demolition of the existing duplex buildings to construct roughly 70 new residential units in the phase (three story, surface parking).

PRELIMINARY CONCEPT
ILLUSTRATIVE UNIT MIX – LAUREL PLAZA

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Proposed Unit Mix - Laurel Plaza						
Floorplan		**AMI**	**Bedrooms**	**Bathrooms**	**Units**	**Unit SF**
S1-30	PBV	30% AMI	1	1.0	30	380
S1-60		60% AMI	1	1.0	24	380
S1-MKT		Market	1	1.0	6	380
A1-30	PBV	30% AMI	2	2.0	20	500
A1-60		60% AMI	2	2.0	16	500
A1-MKT		Market	2	2.0	4	500
Total/Wtd Average					**100**	**428**

Bedroom Mix		
Studio	60	60%
1 BR	40	40%
Total	100	100%

Affordability Mix – Example		
30% AMI (PBV)	50	50%
60% AMI	40	40%
Market	10	10%
Total		100%

**For illustrative purposes only and subject to further due diligence.*

**Assumes 50% of units (50 units) receive voucher from NBHA (120% FMR)*

PRELIMINARY CONCEPT
ILLUSTRATIVE UNIT MIX – VILLA SERENA

Proposed Unit Mix - Villa Serena

Floorplan		AMI	Bedrooms	Bathrooms	Units	Unit SF
A1-30	PBV	30% AMI	1	1.0	40	700
A1-60		60% AMI	1	1.0	32	700
A1-MKT		Market	1	1.0	8	700
B1-30	PBV	30% AMI	2	2.0	38	850
B1-60		60% AMI	2	2.0	30	850
B1-MKT		Market	2	2.0	8	850
C1-30	PBV	30% AMI	3	2.0	20	950
C1-60		60% AMI	3	2.0	16	950
C1-MKT		Market	3	2.0	4	950
D1-30	PBV	30% AMI	4	2.0	2	1,100
D1-60		60% AMI	4	2.0	2	1,100
D1-MKT		Market	4	2.0	0	1,100
Total/Wtd Average					**200**	**815**

**For illustrative purposes only and subject to further due diligence.*

**Assumes 50% of units (100 units) receive voucher from NBHA (120% FMR)*

Bedroom Mix - Preliminary Concept		
1 BR	80	40%
2 BR	76	38%
3 BR	40	20%
4 BR	4	2%
Total	200	100%

Affordability Mix - Preliminary Concept		
30% AMI (PBV)	100	50%
60% AMI	80	40%
Market	20	10%
Total	200	100%

REQUIRED ZONING CHANGE

Villa Serena's proposed density will require rezoning from its current R-2 designation to a Multifamily Planned Development (or comparable designation). EPG will lead this rezoning process with the City of New Braunfels in parallel with LIHTC application preparation during pre-development, so it does not delay the overall timeline.

PRELIMINARY CONCEPT
PRELIMINARY SOURCES AND USES

Illustrative Sources & Uses - Laurel Plaza

Sources	Total	Per Unit
Tax Credit Equity	$7,001,948	$70,019
Senior Loan (HUD or MFDL)	$7,809,996	$78,100
Soft Funding (NBHA or Other Source)	$6,000,000	$60,000
Deferred Fee	$895,361	$8,954
Total Sources	**$21,707,304**	**$217,073**
Tax Credit Pricing		$0.77
DSCR		1.15x
Deferred Fee %		35.0%

Uses	Total	Per Unit
Acquisition Cost	$1,000,000	$10,000
Construction Costs	$12,801,535	$128,015
Soft Costs	$1,392,200	$13,922
Financing/Bond Costs	$3,245,290	$32,453
Developer Fee (80% EPG | 20% NBHA)	$2,559,236	$25,592
Reserves	$709,043	$7,090
Total Uses	**$21,707,304**	**$217,073**

Illustrative Sources & Uses - Villa Serena

Sources	Total	Per Unit
Tax Credit Equity	$18,341,886	$91,709
Senior Loan (HUD or MFDL)	$25,659,412	$128,297
Soft Funding (NBHA or Other Source)	$9,000,000	$45,000
Deferred Fee	$2,410,020	$12,050
Total Sources	**$55,411,318**	**$277,057**
Tax Credit Pricing		$0.77
DSCR		1.15x
Deferred Fee %		36.3%

Uses	Total	Per Unit
Acquisition Cost	$1,000,000	$5,000
Construction Costs	$38,221,535	$191,108
Soft Costs	$1,837,200	$9,186
Financing/Bond Costs	$5,628,212	$28,141
Developer Fee (80% EPG | 20% NBHA)	$6,638,972	$33,195
Reserves	$2,085,399	$10,427
Total Uses	**$55,411,318**	**$277,057**

PRELIMINARY CONCEPT
ESTIMATED DEVELOPMENT TIMING

The timeline below is preliminary and subject to change based on further investigation and diligence. This timeline assumes the partnership pursues two 4% bond transactions simultaneously. We will investigate other financing strategies, including 9% LIHTC. The timeline assumes that the properties are intentionally leased down naturally over the 9-month period leading up to closing and construction commencement.

Preliminary Development Timeline

	Villa Serena Redevelopment	Laurel Plaza Rehabilitation
Developer Selection & Negotiation	Q3 2026	Q3 2026
LIHTC Application	Q4 2026	Q4 2026
LIHTC Reservation	Q1 2027	Q1 2027
Financial Closing	Q2 2027	Q2 2027
Construction Commencement	Q2 2027	Q2 2027
Construction Period	20 months	18 months
Construction Completion	Q1 2029	Q4 2028
Lease Up Completion	Q3 2029	Q2 2029
Placed In Service	Q4 2029	Q3 2029

EXAMPLE RESIDENT SERVICES

LP

Laurel Plaza

Senior

- On-site HUD Multifamily Service Coordinator dedicated to elderly/disabled residents
- Aging-in-place support: fall-risk assessments, mobility aids referrals, home safety checks
- Transportation coordination for medical appointments, pharmacy, and grocery access
- Congregate nutrition programming and Meals on Wheels partnership
- Health & wellness: blood pressure/glucose screenings, chronic disease management referrals
- Social and recreational programming to reduce isolation and support mental wellness
- Benefits counseling: Medicare, SSI/SSDI, LIHEAP, and prescription assistance enrollment

VS

Villa Serena

Family

- After-school learning center: 15+ hrs/week homework help, tutoring, and skill remediation
- Family Self-Sufficiency (FSS) program coordination with escrow and goal tracking
- Workforce development, job readiness, and financial literacy workshops
- Food security partnerships: mobile pantry distributions and SNAP enrollment assistance
- Early childhood referrals to Head Start and family strengthening workshops
- Youth enrichment and digital literacy/technology access programming

SHARED COMMITMENTS AS PUBLIC HOUSING COMMUNITIES

Resident Advisory Board engagement sustained throughout design and construction

Section 3 economic opportunity: resident hiring & training priority during construction

Relocation & continuity-of-occupancy plan preserving right-to-return during phased build-out

PROPOSED BUSINESS TERMS

PREDEVELOPMENT & FEE STRUCTURE

- No fee required from NBHA during predevelopment — EPG is compensated on results
- Developer fee structured and paid consistent with TDHCA/HUD limits, in installments at closing, construction completion, and stabilization
- Proposed developer fee and cash-flow split of approximately 80% EPG / 20% NBHA when collected

LAND, GOVERNANCE & EXIT

- Long-term ground lease with NBHA retaining fee ownership of the land
- NBHA or an NBHA affiliate serves as co-developer, earning a fee commensurate with its equity and risk, per the RFQ's stated structure
- NBHA granted a Right of First Refusal to acquire the development at the end of the LIHTC compliance period, compliant with applicable tax law
- Operating subsidy methodology aligned with NBHA's ACC/PBV funding, never exceeding amounts NBHA receives from HUD

RESIDENT & COMMUNITY ENGAGEMENT

EPG will prioritize resident and stakeholder engagement throughout every phase of development, from concept planning through lease-up.

COMMUNITY OUTREACH APPROACH

- Grassroots canvassing of the sites and surrounding neighborhood (door-knocking, flyer distribution) alongside digital outreach for maximum reach
- Formal community meetings to present redevelopment plans as they progress and gather resident input on design and amenities
- Structured stakeholder interviews with residents, nonprofits, schools, major employers, and community organizations
- Partnership with a local New Braunfels organization with an existing relationship to Laurel Plaza and Villa Serena residents to help lead early engagement
- Resident advisory committee with translation and accessibility accommodations, meeting on a regular cadence throughout planning and construction

RELOCATION APPROACH

- Relocation plan consistent with the Uniform Relocation Act, developed jointly with NBHA
- Allow vacancy to drop naturally where possible; coordinate with local nonprofits to identify offsite relocation opportunities
- Use vacant units at the site not currently under construction to house residents mid-relocation
- All residents retain the right to return to their original development upon completion
- EPG will use in-house relocation specialist to ensure a smooth transition for existing residents and maximize phasing efficiency

SECTION 3 & M/WBE PLAN

EPG M/WBE STATUS

Elizabeth Property Group is a certified woman-owned and minority-owned business enterprise. The firm is owned by Tisha Vaidya and Moira Concannon, and holds a current Historically Underutilized Business (HUB) certification with the State of Texas. As a WBE/MBE-certified developer, EPG brings both a strong compliance track record and a genuine commitment to diverse participation throughout its development pipeline — reflected in its Section 3 and M/WBE contracting goals on every project.

PARTICIPATION TARGETS

- Minimum 30% of total contract value awarded to M/WBE (DBE) firms, split at least 15% MBE and 15% WBE
- Priority consideration and flow-down requirements for Section 3 Business Concerns in all prime and subcontract awards
- Certified training programs (e.g., OSHA, trade apprenticeships) included within contractor scope to meet or exceed NBHA and HUD Section 3 goals
- Regular Section 3 and M/WBE participation reporting to NBHA throughout construction

TEAM CAPACITY

- Precision Reconstruction Group and Vigilance Development bring established relationships with minority- and women-owned trade contractors across their Texas project pipelines
- EPG will work with the general contractor to structure bid packages that maximize qualified Section 3 M/WBE firm participation

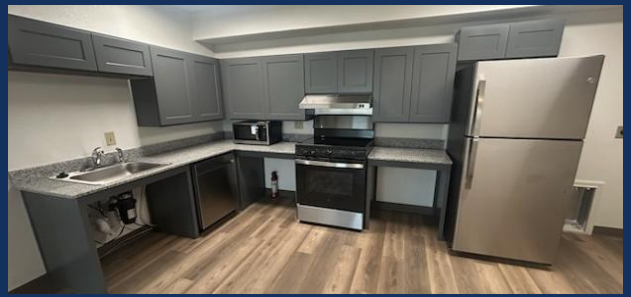
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TAB 5

FINANCIAL CAPABILITY & REQUIRED FORMS







FINANCIAL CAPACITY

Elizabeth Property Group has the financial strength and demonstrated experience to complete this development and stand behind it through stabilization. Since its founding, EPG has closed over $300 million in total development cost across 18 properties and more than 3,100 units, including five closed 4% LIHTC transactions and one competitive 9% TDHCA award — each requiring EPG to source, negotiate, and close a full capital stack of tax credit equity, tax-exempt bonds, and HUD-insured or conventional debt. EPG's principals, Tisha Vaidya and Moira Concannon, maintain deep, active relationships with LIHTC equity syndicators (Merchants Capital, Enterprise Community Partners, KeyBank, Aegon) and FHA/conventional lenders (Mason Joseph, KeyBank, Benchmark Bank), giving EPG a proven ability to secure financing on competitive terms even for large, complex, multi-phase transactions like this one.

EPG and its principals will personally provide all guarantees required to finance this development, including construction completion guarantees, operating deficit guarantees, and tax credit adjuster or recapture guarantees, as well as any guarantees required under a negotiated Master Development Agreement with NBHA. Tisha Vaidya's and Moira Concannon's combined net worth and liquidity exceed the requirements typically imposed by lenders and tax credit equity investors, and EPG does not anticipate any issues qualifying financially with any party involved in this transaction. References from EPG's banking, housing authority, and LIHTC equity partners — who can speak directly to EPG's track record of closing and delivering on its financial commitments — are included in the Corporate References section of this submission.

FINANCIAL STATEMENTS

Given the confidential nature of EPG's financial documents, those will be submitted in a separate sealed envelope.

EPG

ELIZABETH PROPERTY GROUP

CORPORATE REFERENCES







8.A EPG Banking References

Elizabeth Property Group and its principals, Moira Concannon and Tisha Vaidya, will provide all guarantees in conjunction with the proposed development. With combined net worth and liquidity in excess of lender and tax credit equity requirements, and several recently completed and financed transactions, EPG does not anticipate any issues qualifying financially with any party related to guarantees on this transaction.

Name	Institution / Title	Email	Phone
Thomas Gresham	Benchmark Bank | Dallas, TX	tgresham@benchmarkbank.com	(214) 377-0962
Angela Kelcher	KeyBank | Dallas, TX	Angela_kelcher@keybank.com	(214) 793-8810
Michal Backman	Mason Joseph Company | Dallas, TX	mike@masonjosephco.com	(817) 504-6501

8.A EPG Housing Authority References

Name	Institution / Title	Email	Phone
Gene Reed	Abilene HA | Abilene, TX	Gene.reed@abileneha.org	(325) 676-6385 x6394
Vince Michel	HA of Bexar County | San Antonio, TX	Vince.michel@habctx.org	(210) 956-9178
Aaron Eaquinto	Dallas HFC	aaron@dallashfc.com	(469) 799-2670

8.A EPG LIHTC Equity References

Name	Institution / Title	Email	Phone
Molly Fuhrmeister	Aegon AM | Director	Molly.fuhrmeister@aegonam.com	(319) 355-6161
Reagan Maechling	Enterprise | Managing Director	Rmacechling@enterprisecommunity.com	(213) 787-8328
Merchants Capital	Josh Reed | Vice President	jreed@merchantscapital.com	(317) 714-6032

DNA Workshop — Architect References (for information)

Kea Calame	VP Development, Envolve Communities | 105 Tallapoosa St, Suite 300, Montgomery, AL | kea.calame@ledic.com | (334) 954-4458
Erika Gorman	Construction Manager, Vitus Group | 2607 2nd Ave, Seattle, WA | Erika.Gorman@vitus.com | (865) 228-9424
Michael Packard	Principal, Midland Capital Partners | 250 Canterville Road, E11, Warwick, RI | mpackard@midlandcap.com | (617) 840-1299

Precision Reconstruction Group — Contractor References (for information)

Trade Ref 1	Ferguson Enterprises | Lance Menn | (817) 401-6901
Trade Ref 2	ABC Supply | David Aquinaga | (254) 744-5259
Trade Ref 3	Southern Shingles | Billy Smith | (214) 683-8058
Bank Reference	Kyle Berry, Sr. VP, American National Bank | 401 Pinson Rd, Forney, TX 75126 | (214) 863-5890

REQUIRED FORMS

The below forms are following this page:

Representations, Certifications, and Other Statements of Bidders Public and Indian Housing Programs

Instructions to Offerors Non-Construction

General Conditions for Non-Construction Contracts with or without Maintenances

General Conditions for Non-Construction Contracts with Maintenance

Certification for a Drug-Free Workplace

Equal Employment Opportunity Certification

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

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

(1) Is the person in the bidder'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)(l) 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)(l) through (a)(3) above.

Tisha Vaidya - Elizabeth Property Group [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder'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 deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[ ] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding $50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [ ] is, [ ] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

(1) [ ] has, [X] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [ ] has, [X] 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.

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

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

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding $100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

(a) Result in an unfair competitive advantage to the bidder; or,

(b) Impair the bidder's objectivity in performing the contract work.

[X] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

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

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

(a) [ ] is, [X] 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) [X] is, [ ] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a 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) [X] is, [ ] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled 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)

[ ] Black Americans	[ ] Asian Pacific Americans
[ ] Hispanic Americans	[X] Asian Indian Americans
[ ] Native Americans	[ ] Hasidic Jewish Americans

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [ ] is, [X] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [ ] is, [X] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

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

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding $2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding $10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed $10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding $100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [ ] is, [X] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding $50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate"

[X] is, [ ] is not included with the bid.

13. Bidder's Signature

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



7/23/2026

(Signature and Date)

Tisha Vaidya

(Typed or Printed Name)

Principal

(Title)

Elizabeth Property Group

(Company Name)

5757 Alpha Rd, Ste 505, Dallas, TX 75240

(Company Address)

Instructions to Offerors Non-Construction

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

- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

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

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

Acknowledged: Elizabeth Property Group



7/23/2026

Tisha Vaidya, Authorized Representative

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

General Conditions for Non-Construction Contracts

Section I — (With or without Maintenance Work)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 1/31/2027)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for non-construction contracts awarded by Public Housing Agencies (PHAs). The form is used by PHAs in solicitations to provide necessary contract clauses and allows PHAs to enforce their contracts. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. Do not send this completed form to either of these addressees. The information collected will not be held confidential.

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

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

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

(a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
(b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
(c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a proposal submitted before final payment of the contract.
(d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
(e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

(b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.

(c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

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

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

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

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

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

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

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

(b) Prohibition.

(i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(v) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(i) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the Contractor/Seller agrees as follows:

(a)The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The [contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b)The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c)The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d)The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller] 's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e)The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f)The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g)In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g)In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in acc ordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

1.The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

i.Recruitment, advertising, and job application procedures;

ii.Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

iii.Rates of pay or any other form of compensation and changes in compensation;

iv.Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

v.Leaves of absence, sick leave, or any other leave;

vi.Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];

vii.Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

viii.Activities sponsored by the [contractor/seller] including social or recreational programs; and

ix.Any other term, condition, or privilege of employment.

2.The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3.In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4.The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller] 's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller] , a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual know ledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be post ed in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5.The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/ seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6.The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of $ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7.The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

18. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

19. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

20. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

21. Liens

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

22. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968;
24 CFR 135)

(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

(e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts

(f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

23. Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered

materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract

Acknowledged: Elizabeth Property Group



7/23/2026

Tisha Vaidya, Authorized Representative

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 11/30/2023)

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

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

1) Non-construction contracts (*without* maintenance) greater than $250,000 - use Section I;
2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than $2,000 but not more than $250,000 - use Section II; and
3) Maintenance contracts (including nonroutine maintenance), greater than $250,000 – use Sections I and II.

Section II – Labor Standard Provisions for all Maintenance Contracts greater than $2,000

1. Minimum Wages

(a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:

(1) The work to be performed by the classification required is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the industry; and

(3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

(a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:

(i) Name, address and Social Security Number;
(ii) Correct work classification or classifications;
(iii) Hourly rate or rates of monetary wages paid;
(iv) Rate or rates of any fringe benefits provided;
(v) Number of daily and weekly hours worked;
(vi) Gross wages earned;
(vii) Any deductions made; and
(viii) Actual wages paid.

(b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

(a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:

(i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A

(ii) trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or

(iii) A training/trainee program that has received prior approval by HUD.

(b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.

(c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.

(d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

(e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

(a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).

(i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA

(ii) or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor

(iii) Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

(b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

(a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

Acknowledged: Elizabeth Property Group



7/23/2026

Tisha Vaidya, Authorized Representative

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

OMB Number: 2501-0044
Expiration Date: 2/28/2027

Public reporting burden. Public reporting burden for this collection of information is estimated to average 0.25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 8210, Washington, DC 20410-5000. Do not send completed forms to this address. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. HUD is authorized to collect this information under the authority cited in the Notice of Funding Opportunity for this grant program. The information collected will provide proposed budget data for multiple programs. HUD will use this information in the selection of applicants. This information is required to obtain the benefit sought in the grant program. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552).

Elizabeth Property Group Texas, LLC

Applicant Name

Request for Qualifications for Development Partner for Housing Authority of the City of New Braunfels, Texas RFQ# 2026-0001

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

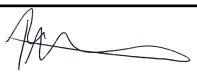
It is anticipated that the proposed Development Partner services will be provided by the Applicant as follows:

Elizabeth Property Group Texas, LLC
5757 Alpha Rd, Ste 505
Dallas, TX 75240

Check here if there are workplaces on file that are not identified on the attached sheets.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true, accurate, and correct.
WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802).

Name of Authorized Official	Title
Tisha Vaidya	Authorized Representative

Signature	Date
X 	7/23/2026

form **HUD-50070** (3/98)
ref. Handbooks 7417.1, 7475.13, 7485.1 & .3

Equal Employment Opportunity Certification

Excerpt From 41 CFR §60-1.4(b)

U.S. Department of Housing and Urban Development
Office of Housing
Federal Housing Commissioner

Department of Veterans Affairs

OMB Control No. 2502-0029
(exp. 4/30/2020)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided, however,** That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

Firm Name and Address	By
Elizabeth Property Group Texas, LLC 5757 Alpha Rd, Ste 505 Dallas, TX 75240	 Title Tisha Vaidya, Authorized Representative

upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Excerpt from HUD Regulations

200.410Definition of term "applicant".

(a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term "applicant" as used in this subpart shall mean the mortgagor.

(b) In transactions other than those specified in paragraph(a) of this section, the term "applicant" as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

200.420Equal Opportunity Clause to be included in contracts and subcontracts.

(a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensured that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.

(2)The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard race, creed, color, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee , or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amende, and such other sanctions may be imposed and remedies invoke s provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraphs(1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vender. The contractor will take such action with respect to any subcontract or purchase orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vender as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by referenced to the equal opportunity clause.

200.425Modification in and exemptions from the regulations in this subpart.

(a) The following transactions and contracts are exempt from the regulations in this subpart:

(1) Loans, mortgages, contracts and subcontracts not exceeding $10,000.

(2) Contract and subcontracts not exceeding $100,000 for standard commercial supplies or raw material;

(3)Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States in involved. To the extent that work pursuant to such contracts is done within the Untied States, the equal opportunity clause shall be applicable;

(4) Contracts for the sale of Government property where no appreciable amount of work is involved; and

(5) Contracts and subcontracts for an indefinite quantity which are not to extend for ore than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed $100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or $10,000 in the case of all other contracts and subcontracts.