

HCIDLA Architectural Requirements

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Revision Date: February 9, 2015

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Part 1

ARCHITECTURAL DESIGN GUIDELINES

PURPOSE OF DOCUMENT

The purpose of this document is to inform developers, design professionals, and the public of the design review process that is required to acquire Los Angeles Housing & Community Investment Department (HCIDLA) funding for multi-family housing developments including the Permanent Supportive Housing Program (PSHP).

This is a guideline for architectural design issues, and represents an important step in acquiring HCIDLA financing for your development project.

These design guidelines are to promote and assist in the development of well-designed, quality, affordable housing in a cost effective manner.

Within the project, the design of the affordable units shall not be any different than for market rate units: The quality of spaces and material, number and size of rooms, amount of closet space, amenities available, etc, shall be the same as for market rate units.

This document is not intended to limit the designers' creativity to any particular solution. Designers and development teams are encouraged to find innovative and creative design solutions to affordable housing projects.

DESIGN REVIEW PROCESS

The design review process is initiated when a developer submits a completed HCIDLA application. See Part 3, for list of drawings and other documentation for complete design review submittals.

Design Review continues through out the application process, with reviews occurring at:

- Concept Phase (Submittal of Application)
- Schematic Design Phase,
- Construction Documents Phase.

Each submittal is reviewed by HCIDLA architectural unit staff and may be discussed in conference with the developer and architect. The developer and architect will receive a letter stating that the design conforms to the guidelines, or if further measures must be taken to successfully meet the design guidelines.

The design review process is concurrent with the proforma analysis, appraisal, loan underwriting, and land disposition process. These project reviews interact with and influence each other. Financial considerations are taken into account in the design review as design affects the value and financing of the project.

Not all of the following design criteria will be applicable to all projects, and some projects may

require additional criteria. All applicable codes and ordinances will apply. Consult with all appropriate departments and agencies for requirements.

THE DESIGN REVIEW CRITERIA

SITE PLANNING

NEIGHBORHOOD/SITE CHARACTERISTICS

- Identify neighborhood characteristics: Land use, height, scale, massing of existing structures and relate proposed project to the characteristics found in the neighborhood.
- Identify and mitigate adverse impacts from adjacent use.
- Design landscaping and place building/s with relationships to adjacent uses and views.

DENSITY

- Provide functional and comfortable habitable units; usable indoor common areas; and meaningful, usable open spaces for the adults, adolescents, and children who will reside in the building.
- Provide visual relief by modulating the building footprint and building mass.
- Maintain or improve the pattern of building found within a neighborhood or community.

SURROUNDINGS

- Consider surrounding traffic with respect to safety, noise, and ease of circulation when locating buildings, landscape, pedestrian walkways, and driveways.
- Provide clear separation between pedestrian and vehicle traffic.
- Take adequate safety measures to assure child safety.

NOISE LEVELS

- Comply with State's Noise Insulation Standards (Cal Adm Code Title 25, Section 1092), and City of Los Angeles minimum acceptable noise level criteria for residential construction.
- Design to minimize impact from noise sources using landscape and architectural features.

LOT CONFIGURATION AND TOPOGRAPHY

- Consider size, slope and shape of property to achieve proper placement and density of building on lot.

NEIGHBORHOOD AMENITIES

- Consider adjacencies to cultural facilities if any, such as: museums, neighborhood and/or community parks, recreation areas, theaters, and sport venues.
- Preserve existing assets such as mature landscaping, and near or distant views, whenever possible.

ACCESS TO PUBLIC TRANSIT

- Consider logical pedestrian routes to public transportation such as bus, metro rail, and trains.
- Locate senior citizen housing within walking distance (1500 feet) of public transportation, where possible.

NEIGHBORHOOD PRESERVATION

- Respect the historic nature of the community and comply with “The Secretary of the Interior Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings”.
- Assure compatibility with the historical character of surrounding buildings to preserve the unique identity of the area.

BUILDING DESIGN (exterior)

SETBACKS

- Conform front, rear, & side setbacks to prevailing setbacks along street.
- Vary yard depths to provide visual interest and usable yard areas.

HEIGHT AND SCALE

- Relate height and scale of new construction to the prevailing height and scale of existing neighborhood buildings.
- The building should reflect human scale, integrate with, and enhance the surrounding neighborhood.

MASSING

- Break up the mass of the building by using a variety of shapes to express the volume of the building. For example, it may be appropriate to step back the facade of the building to allow for a lower building height at street level, and a taller building height toward the middle or rear of the property.

NEIGHBORHOOD COMPATIBILITY

- Complement the existing neighborhood by taking clues from existing structures to unify the streetscape of the neighborhood. When appropriate, relate facade design, roof shapes, size and rhythm of openings, materials and colors, and architectural style of new buildings to near by buildings.

MATERIALS AND COLORS

- Use materials that do not require expensive maintenance.
- Use of unconventional building materials are not discouraged, but building materials and colors should reinforce the residential character of the building.

ARCHITECTURAL STYLE

- Determine dominant architectural style of the neighborhood (e.g. California bungalow, Mediterranean, Spanish, post WWII era tract) and incorporate contextual elements of that style to create cohesion within neighborhood.
- Make a stylistic change for the better when a neighborhood has no cohesive architectural style or the surrounding structures are of a poor quality and style.

- Architectural embellishment is useful to give the building human scale, and provide additional design interest and detail upon coming closer to the building.
- Bring architectural design elements to the sides and rear of the building - in addition to the front facade.

BUILDING / STREET CONNECTION

- Maintain building/street connection by avoiding elevating a building above a parking level at grade, which results in blank walls facing the street and adjacent properties (maximum elevation of first floor above sidewalk grade should not exceed four feet).
- Consider the expectation of the pedestrian walking by the building by including a sidewalk, front yard, entry steps, front door, and windows that are equated with residential neighborhoods.

OUTDOOR RECREATION AREA

- Determine residents' needs and design to accommodate intended use.
- Provide secure outdoor spaces for tenants and a play area for children especially for PSHP projects.
- Secure areas shall have good visual connection with other areas of building.
- Address the unique and important needs of the adolescent community by providing a safe and stimulating environment, but respecting their sense of autonomy and satisfying their educational and recreational needs.

LANDSCAPE/HARDSCAPE

- Use drought tolerant and California native plants, as much as possible.
- Design landscape with low maintenance, durability, graffiti, security, noise, and view considerations in mind.
- Set back walls from sidewalk a minimum of eight inches to allow for landscape.

TRASH COLLECTION

- Trash collection should be unobtrusive and screened from view but convenient for all occupants of building.
- Consider trash chutes or compactors in larger scale buildings.
- Provide adequate space for recycling per Board of Public Works ISWMO guidelines, see Environmentally Responsive Design section of this document for additional information.

EASE OF MAINTENANCE

- Design should allow residents to carry out any routine maintenance with ease.
- Avoid using materials, landscaping, fixtures, or construction types that require excessive maintenance.

ENVIRONMENTALLY RESPONSIVE DESIGN

- Incorporate ecologically sound design principles that create quality living environments for housing residents by using renewable building methods and materials that are low energy consuming, non-toxic, site compatible, and non-destructive to the environment, as much as financially feasible.

- Specify building products with recycled content. Contact the City of Los Angeles' Board of Public Works-Integrated Waste Management Office (213 978-0228) for more information regarding targeted goals for recycling, and recycled content materials.
- Specify energy efficient mechanical, electrical, and plumbing systems and energy and water conserving appliances and fixtures, as much as possible.
- Utilize passive solar design principles that can lower the building construction cost (smaller HVAC systems) and can lower the cost of living for the residents of the building (lower utility bills). Take advantage of prevailing breeze to allow for natural "through" ventilation. Maximize solar access in winter and minimize solar gain during summer.
- Contact the L.A. Department of Water & Power - Environmental Division (213 367-2261) for additional Information on Energy Efficiency.

DISABLED ACCESS

- Conform to all applicable disabled access regulations. **[Refer to attached: Accessibility Regulations Matrix & Overview regarding the applicable accessibility standards]**

VALUE ENGINEERING

- Integrate value engineering in the design process to build in economy from the beginning to avoid costly designs, and long-term problems from the point of view of the owner, manager, and end uses.
- When value engineering is applied after the design is essentially complete, it typically results in stripping the project of amenities, which might otherwise have been afforded - such as reasonable finishes, landscaping, and materials of higher quality and lower maintenance cost.

PARKING AREA

- Avoid letting garages, driveways and parking lots dominate the streetscape by placing them at the rear or side of the site to allow a majority of dwelling units to "front on" the street.
- Consider planting trees and shrubs to soften the overall impact of parking areas and to provide shade and noise reduction.
- Consider improving unavoidable blank walls with decorative artwork, display cases, vines, and good quality durable materials to minimize graffiti and deterioration.
- Minimize walking distance from parking area to building entries.
- Provide a well lit, easily visible path to and from parking area as a security consideration.
- Design to minimize conflicts between vehicles and pedestrians.
- Consider separating bicycle and pedestrian paths from vehicular traffic.

BUILDING DESIGN (interior)

ENTRY CONDITION

- Provide well-defined, gracious, safe entry into building from street and parking area. Utilize transitional elements: steps, landings, porches, lamps, seating, doorways, and lobby area.
- Provide a front desk area that controls security for the building, including entry and exit for guests, fire safety system monitoring, and communication with residents, for PSHP projects.
- Provide security at all entry conditions (see Design Guidelines: "Design Out Crime", January 1995).

COMMON LAUNDRY

- Location should be convenient to all units.
- Consider locating laundry rooms adjacent to recreation rooms or outdoor recreation areas to allow for supervision of children, or recreation while laundry is being done.
- Provide at least 1 washer and dryer for every 10 units.

RECREATION ROOM

- Determine resident need and design to accommodate intended use including adults, children and adolescents.
- Design recreation room, as with all common areas, to foster a sense of ownership by the tenants of the building.
- For PSHP projects provide:
 - a) Lounge space for residents to informally congregate and to build community.
 - b) Secure, indoor, flexible, recreational space for children who live in the building.
 - c) Indoor flexible common space that can be used for multi-task including community meetings, employment activities, including kitchen area for meal preparation.

UNIT ACCESS/CORRIDORS

- Provide natural light and ventilation in corridor areas and avoid long, double loaded corridors as much as possible.
- Consider separate access to public areas such as recreation rooms, and laundry facilities, from the private residential unit area.

UNIT ENTRANCE AREAS

- Unit entries should be prominent, visible, and easy to secure.
- Consider privacy, security, and changing hierarchy of space in the transition from public street or parking lot to private unit entries.
- Consider expanding side yards to allow access to individual unit entries.
- Minimize signage requirements with effective design.

UNIT MIX

- Locate large family units at building corners to take advantage of the additional exposure

to exterior wall areas.

MANAGER'S UNIT AND OFFICE

- Consider a central location for the manager's unit and office, which will provide additional security for the building residents.
- Consider providing additional amenities for the manager's unit to attract the best possible manager(s) for the project to assure the long-term success of the project.
- Provide offices for property management and social service staff for PSHP projects.

UNIT SIZES AND STANDARDS

- The following room sizes are recommended:

SRO	350 sq. ft. min
Studio:	400-500 sq. ft.
1-Bedroom	500-700 sq. ft.
2-Bedroom	750 - 950 sq. ft.
3-Bedroom	1,000 – 1,200 sq. ft.
4-Bedroom	1,200 – 1,400 sq. ft.

- The minimum width of a bedroom shall be nine feet.

UNIT/ROOM ADJACENCIES

- Room adjacencies between units should be of like functions (i.e. bedrooms of one unit should be adjacent to bedrooms of the adjacent unit).
- Avoid designing bedrooms of one unit sharing a common wall with a bathroom of another unit.
- Avoid corridors and/or balconies directly above unit interiors below.
- Avoid incompatible adjacencies cause problems such as loss of privacy, noise and leakage problems, and conflict created between neighbors that management will have to deal with, and will eventually reflect in the marketability of the project.

PARTY WALL DESIGN

- Party walls are necessary to separate ownership in condominiums, or where greater isolation from noise and vibration from adjacent non-similar use is necessary.
- Typical apartment design can achieve unit separation with a double, staggered-stud wall construction of 2 x 6 plate and 2 x 4 studs.

UNIT/OPEN SPACE RELATIONSHIP

- Design private open space (e.g., patio or balcony) large enough to be used for their intended function and visible from the interior.

ELEVATORS

- All residential buildings with more than three floors of public access (Including garage) must have an elevator.
- Residential buildings housing the elderly or handicapped of two stories or more must have an elevator.

UNIT PLAN ROOM RELATIONSHIPS

- Provide kitchen facilities appropriate for the household size. Kitchen shall minimally include a refrigerator, range, kitchen sink, garbage disposal unit, and storage cabinets.
- Design circulation to avoid walking patterns that require passing through or across one space to reach another.
- Minimize space devoted to circulation.
- Delineate public areas (entry, kitchen, dining, and living rooms) from private areas (bedrooms and bathrooms).
- Consider locating the kitchen near entry and avoid having the entrance corridor pass through kitchen.
- Provide distinct areas for dining and living and assure that these areas do not conflict with circulation or entries.
- Provide (at a minimum) a full bathroom, including lavatory, toilet, & tub/shower (or shower) in each unit
- Locate bathrooms in such a way that they are not visible from entry, and when the bathroom door is open, the interior of the bathroom is not visible from any public area within the unit.
- Consider separating the lavatory from the toilet/tub to allow use by more than one person at a time for bedrooms sharing bathrooms.
- Handicapped requirements must meet code.

LIGHT AND VENTILATION

- Provide operable windows in all bedrooms.
- Provide generous natural lighting and "through" ventilation, which creates a bright living environment with fresh air especially in the kitchen area.
- Consider using windows that provide greater "depth" in appearance and have greater energy efficiency.
- Vent kitchen hoods to building exterior.

STORAGE/CLOSET SPACE

- Provide coat and linen closets in addition to bedroom closet.
- Provide five foot by two foot minimum bedroom closet space per adult assuming two occupants per bedroom, and five feet per adult, and five feet per second or children 's bedroom.
- Provide full base kitchen cabinets so that the undersides of sinks are not exposed.

FURNITURE LAY-OUT

- Ensure that all rooms can be reasonably furnished for the use intended.
- Consider available wall space, and/or adequate room size for furniture layout.
- Ensure that the dining area is sufficient size to accommodate additional chairs and a

- large table in large family units
- For PSHP projects provide fully furnished units including beds, kitchen table, with chairs, light fixtures, dressers and window coverings

FINISH MATERIALS

- Consider using materials, which facilitate the performance of routine maintenance tasks by the residents.
- Provide low maintenance, high durability materials.
- Avoid using mill finish, and pressboard cabinets.

APPLIANCES

- Stovetop ovens are required.
- Provide appliances, which do not require frequent care and maintenance.
- Locate water heater in a place that will reduce damage in case of leak or rupture.

HEATING AND AIR CONDITIONING

- Central heating and cooling systems are encouraged. Wall heaters are not allowed in new construction.

Provide air conditioning throughout the building, in residential units, common areas, and offices, especially for PSHP projects.

R REFERENCE MATERIALS

1. GOOD NEIGHBORS - "HOUSING THAT SUPPORTS STABLE COMMUNITIES"- LOS ANGELES HOUSING & COMMUNITY INVESTMENT DEPARTMENT.
2. CITY OF LOS ANGELES "CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN" – (CPTED).
3. AFFORDABLE HOUSING INCENTIVES GUIDELINES - Implementing the Affordable Housing Incentives Program Ordinance No. 170,764.
4. RECYCLING
 - A Resource Guide to Recycled Content Construction Products
 - Construction and Demolition Waste Recycling Guide
 - Wood You Recycle?
 - Environmental Procedures Specification
 - "Recycling in LA's Multi-Family Complexes
5. FAIR HOUSING ACT REGULATIONS
<http://www.fairhousing.com/index.cfm?method=page.display&pageid=605>
6. UNIFORM FEDERAL ACCESSIBILITY STANDARDS (EFFECTIVE July 11, 1998 CFR 8.32, 24 CFR 40, appendix A, 35 CFR 1190). <http://access-board.gov/usaf-html/usaf.htm>

7. 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN www.ADA.gov

8. Federal Register / Vol. 79, No. 100 / Friday, May 23, 2014 / Rules and Regulations

Part 1a

MANDATORY REQUIREMENTS

CONSTRUCTION STANDARDS

Applicants shall provide a "Statement of Intent" utilizing landscaping and construction materials that are compatible with the neighborhood in which the proposed project will be located, and that the architectural design and construction materials will provide for low maintenance and durability, as well as be suited to the environmental conditions to which the project will be subjected. Additionally, this Statement of Intent shall note that the following minimum specifications will be incorporated into the project design for all new construction projects:

- (A) Landscaping - A variety of plant and tree species that require low water use (California native plants preferred) shall be provided in sufficient quantities based on landscaping practices in the general market area and low maintenance needs.
- (B) Roofs - Roofing shall carry a three-year subcontractor guarantee and at least a 20-year manufacturer's warranty.
- (C) Exterior doors - Insulated or solid core, flush, paint or stain grade exterior doors shall be made of metal clad or hardwood faces, with a standard one-year guarantee and all six sides factory primed.
- (D) Appliances - Energy Star rated appliances, including but not limited to, refrigerators, dishwashers, and clothes washers shall be installed when such appliances are provided within Low-Income Units and/or in on-site community facilities.
- (E) Window coverings - Window coverings shall be provided and may include fire retardant drapes or blinds.
- (F) Water heater - For units with individual water heaters, minimum capacities are to be 30 gallons for one- and two-bedroom units and 40 gallons for three-bedroom units or larger.
- (G) Floor coverings - For light and medium traffic areas vinyl or linoleum shall be at least 3/32" thick; for heavy traffic areas it shall be a minimum 1/8" thick. A hard, water resistant, cleanable surface shall be required for all kitchen and bath areas. Carpet complying with U.S. Department of Housing and Urban Development / Federal Housing Administration UMD, or alternatively, cork, bamboo, linoleum or hardwood floors shall be provided in all other floor spaces unless this requirement is specifically waived by the General Manager.
- (H) Use of Low Volatile Organic Compound (VOC) paints and stains (Non-flat: 150 g/l or less, Flat: 50 g/l or less) for all interior surfaces where paints and stains are applied.

A project proposing rehabilitation of existing structures shall be exempt from the provisions of subsections (D) and (F) above, if the existing water heaters and appliances will remain.

However, if an applicant does not propose to meet the requirements of this subsection, the project's Capital Needs Assessment must show that these standards are either unnecessary or excessively expensive.

SUSTAINABLE BUILDING METHODS

Projects must incorporate Sustainable Building Methods in order to be considered for funding. To determine sustainability, we have adopted a scoring system for which all projects must receive at least 8 points relative to the sustainable building methods listed below. To receive these points, the applicant and the project architect or mechanical engineer must certify in the application, which of the items will be included in the project's design and specifications, and further must certify at the project's placed-in-service date that the items have been included and/or that the energy efficiency standard has been met or exceeded. Please note that applicants who receive funding but fail to implement the Sustainable Building Methods as certified may be adversely scored in future funding request submissions.

- A new construction or adaptive reuse project that exceeds Title 24 energy standards by **25% for new construction of Low-Rise Multifamily (3 or fewer habitable stories) and 20% for new construction of High-Rise Multifamily (4 or more habitable stories).** For a rehabilitation project not subject to Title 24, that reduces energy use on a per square foot basis by 25% as calculated using a methodology approved by the California Energy Commission. **(4 points)**
- For rehabilitation projects not subject to Title 24 requirements, use of fluorescent light fixtures for at least 75% of light fixtures or comparable energy lighting for the project's total lighting (including community rooms and any common space) throughout the compliance period. **(2 points)**
- Use of Energy Star rated ceiling fans in all bedrooms and living rooms; or use of a whole house fan; or use of an economizer cycle on mechanically cooled HVAC systems. **(2 points)**
- Use of water-saving fixtures or flow restrictors in the kitchen (2gpm or less) and bathrooms (1.5 gpm or less). **(1 point)**
- Use of at least one High Efficiency Toilet (1.3 gpf) or dual-flush toilet per unit. **(2 points)**
- Use of material for all cabinets, countertops and shelving that is free of added formaldehyde or fully sealed on all six sides by laminates and/or a low-VOC primer or sealant (150 g/l or less). **(1 point)**
- Use of no-VOC interior paint (5 g/l or less). **(1 point)**
- Use of CRI Green-label, low-VOC carpeting and pad and low-VOC adhesives 25 g/l or less. **(1 point)**
- Use of bathroom fans in all bathrooms that exhaust to the outdoors and are equipped with

- a humidistat sensor or timer. **(2 points)**
- Use of formaldehyde-free insulation. **(1 point)**
 - Use of at least one of the following recycled materials at the designated levels: a) cast-in-place concrete (20% flyash); b) carpet (25%); c) road base, fill or landscape amendments (30%). **(1 point)**
 - Design the project to retain, infiltrate and/or treat on-site the first one-half inch of rainfall in a 24-hour period. **(1 point)**
 - Include in the project specifications a Construction Indoor Air Quality Management plan that requires the following: a) protection of construction materials from water damage during construction; b) capping of ducts during construction; c) cleaning of ducts upon completion of construction; and d) for rehabilitation projects, implementation of a dust control plan that prevents particulates from migrating into occupied areas. **(2 points)**
 - Project design incorporates the principles of Universal Design in at least half of the project's units by including: accessible routes of travel to the dwelling units with accessible 34" minimum clear-opening-width entry and interior doors with lever hardware and 42" minimum width hallways; accessible full bathroom on primary floor with 30" x 60" clearance parallel to the entry to 60" wide accessible showers with grab bars, anti-scald valves and lever faucet/shower handles, and reinforcement applied to walls around toilet for future grab bar installations; accessible kitchen with 30" x 48" clearance parallel to and centered on front of all major fixtures and appliances. **(1 point)**
 - The proposed project will contain nonsmoking buildings or sections of buildings. Nonsmoking sections must consist of at least half the units within the building, and those units must be contiguous. **(1 point)**

Part 2

ARCHITECTURAL FEE REIMBURSEMENTS CONDITIONS & REQUIREMENTS

ARCHITECTURAL FEE REIMBURSEMENT

These conditions and requirements apply to projects where the contractual agreement between a Developer and the Los Angeles Housing & Community Investment Department (HCIDLA) provides for reimbursement of architectural costs.

GENERAL

Regardless of the written or verbal agreement(s) the Developer has already entered into with the Architect, HCIDLA will reimburse the Developer for costs of architectural services incurred only under the terms and conditions as called for in the AIA DOCUMENT **B181: STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT FOR HOUSING SERVICES**, OR AIA DOCUMENT **B141 STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT**, and under the conditions as described below. Variations from these terms and conditions will not be endorsed by HCIDLA. These variations shall become the sole responsibility and liability of the Developer.

Article 6 - USE OF ARCHITECT'S DRAWINGS

HCIDLA requires the Owner (borrower) to sign an "Assignment of Architect's Contract and Plans and Specifications and Permits" document, and requires the Architect to sign a "Consent and Certificate" document prior to funding the loan. These documents consent to the assignment of all plans and permits to the City of Los Angeles. The purpose of this assignment is to allow the City of Los Angeles to complete the project in the event of default by the borrower. The HCIDLA Assignment and Consent documents will supersede the stipulations of Article 6.1.

Article 11 - BASIS OF COMPENSATION

11.3.3. - Compensation for Additional Services (pre-approved by HCIDLA) performed by consultants: upon review of the appropriate material, HCIDLA will authorize payment(s) for these services at a maximum multiple of 1.1 times the amount billed to the Architect for such services.

REIMBURSABLES

11.4.1 - HCIDLA will authorize payment(s) for reimbursable expenses at a maximum multiple of 1.10 times the amount billed to the Architect for such services, and upon review of the appropriate back-up documentation. For those reimbursable expenses that require authorization in advance from the Developer (see Article 10.2 of the AIA Document B 181, or B141), HCIDLA will authorize payment(s) only for those expenses where the Developer has secured a pre-approval in writing from HCIDLA.

11.5: ADDITIONAL PROVISIONS

11.5.1 - Due to federal guidelines, HCIDLA is unable to reimburse interest on late or unpaid invoices.

PLEASE NOTE:

All architectural invoices must be submitted by the Developer and accompanied by a letter requesting reimbursement for architectural fee expense.

ARCHITECTURAL FEE GUIDELINES

The following schedule represents the maximum amount HCIDLA would typically allow for architectural work. This schedule is intended as a guide only. All architectural fees will be reviewed on a case-by-case basis taking into account the size, of the project, the scope of work, the experience of the architect, and any other factors, which might be pertinent.

Cost of Work (AIA- Ref.B141 Sect. 1.3-1997)	HCIDLA Max Architectural Fee Allowance (% of Cost)
0-\$250,000	10%
\$250,001 - \$500,000	9%
\$500,001 - \$1,000,000	8%
\$1,000,001 - \$2,500,000	7%
\$2,500,001 - \$5,000,000	6%
\$5,000,001 and above	5%

Insurance Requirement

For all HCIDLA financed projects which request reimbursement of architectural fee expenses, architects must submit proof of General and/or Professional Liability Insurance.

All projects require a minimum of \$250,000 coverage for General Liability Insurance. The amount of coverage should increase for projects of a larger size. All new construction or rehabilitation with structural improvements requires Professional Liability (Errors & Omissions) Insurance. Proof of insurance must be submitted to HCIDLA.

Architectural Payment

In order for HCIDLA to consider a proposed design and/or approve payment to the architect for the completion of drawings, the following drawings and documentation shall be submitted for review:

- Letter from the developer requesting payment for Architectural fee expense
- Detailed invoice of the services performed and letter from the architect stating the phase and level of completion of the plan set being submitted, and amount of payment requested.
- See Conceptual, Schematic Review, and/or Construction Reviews listed in Part 3.

For questions regarding this matter, please call Alfred Muhammad @ (213) 808 8586

Part 3

SUBMITTAL REQUIREMENTS FOR ARCHITECTURAL DESIGN REVIEW

The items listed below are required in order for HCIDLA to review and approve the design of a project and/or approve architectural payment requests.

These requirements apply to any architectural submittal or architectural payment requests, except those, which have been already approved as of this date. This list includes:

- Submittal for **CONCEPTUAL PHASE.**
- Submittal for **SCHEMATIC PHASE.**
- Submittal for **CONSTRUCTION DOCUMENTS PHASE.**

PLEASE NOTE THAT A SUBMITTAL IS NOT REQUIRED FOR DESIGN DEVELOPMENT REVIEW, HOWEVER EVIDENCE OF WORK MUST BE PRESENTED FOR PAYMENT.

CONCEPTUAL REVIEW

In order for HCIDLA to review and consider the architectural and planning concept of a proposed project, except for “cosmetic rehabilitation projects” or rehabilitation projects that do not involve structural changes or reconfiguration of existing units*, the following drawings and documentation shall be submitted:

- Site plan (1/16" scale minimum)
 - Include lot dimensions and north arrow
- Floor plan(s) (1/8" scale minimum)
 - Include landscape concept
- Typical unit plan(s) (1/4" scale minimum) showing:
 - Square footage of unit(s)
 - Interior dimensions of all livable spaces
 - Furniture layout
- Major elevations and sections (1/8" scale minimum)
 - Include landscape concept
- Building program, or narrative description of the project
 - Include the needs of owners and end-users and how the proposed design facilitate these needs
 - A description of the site including but not limited to:
 - Surrounding use
 - Prevailing setbacks
 - Traffic patterns (if applicable)
 - Neighborhood amenities
 - Availability of public transportation

- A statement certifying that the project will comply with the applicable access standards.
- Construction Cost Estimate, signed and dated

PLEASE NOTE:

1. All drawings shall be titled, and dated
2. Appropriate scale shall be indicated
3. Major dimensions shall be indicated
4. For funding application review by HCIDLA staff, applicants shall provide to-scale FULL SIZE (24"x 36" minimum) drawings in an electronic file in PDF format saved on a compact disc and / or uploaded to a file server for HCIDLA access.

For “**non-structural** rehabilitation projects” applicants are required to provide **at minimum:**d1) A “Property Needs Assessment” report or engineering inspection report.

- 2) A “Schedule of Values” for the proposed work.
- 3) Rehabilitation plans that indicate the proposed improvements, to enable HCIDLA construction cost estimators to locate, quantify and confirm all proposed improvements, i.e., the number of doors, windows and/or fixtures to be replaced; floor, wall and ceiling areas to rehabilitated, indicating site work, if any, such as paved walkways, driveways, steps, landscape areas, low retaining walls to be added or replaced, etc.

S SCHEMATIC REVIEW

ARCHITECTURAL DOCUMENTS PACKAGE

1. Title sheet including:
 - a. An index of all drawings submitted
 - b. A project description including but not limited to:
 - i. Construction and occupancy type
 - ii. Lot coverage, floor area ratio, and density
 - iii. Unit breakdown - unit mix
 - iv. Building zoning code analysis
 - v. Setbacks, variances
 - vi. Parking requirements
2. A vicinity map
3. Site survey
4. Site plan (1/16" scale minimum)
5. Floor plans (1/8" scale minimum)
6. Typical unit plans (1/4" scale minimum), showing:
 - i. Square footage of units
 - ii. Interior dimensions of all livable spaces
 - iii. Furniture lay-out
7. All exterior elevations (1/8" scale minimum)
8. At least two major sections (1/8" minimum)

9. Floor plan(s) of major project amenities
 - i. Community room,/recreation room, etc
10. Construction Cost Estimate, signed and dated

PLEASE NOTE:

- i. All drawings shall be titled and dated
- ii. Appropriate scale shall be indicated
- iii. Major dimensions shall be indicated
- iv. A rendering and/or a rendered elevation is encouraged, especially for larger projects

The amount of payment will be based on the level of Completion as determined during the Architectural Review.

DESIGN DEVELOPMENT

(Not required for architectural review, however evidence of work must be submitted for reimbursement of architectural fees)

CONSTRUCTION DOCUMENT REVIEW

ARCHITECTURAL DOCUMENTS PACKAGE

1. Title sheet(s) including:
 - An index of all of the drawings submitted
 - Project description, data, requirements, and general notes
 - Vicinity map
 - The names, addresses, and phone numbers of all the consulting firms for the project.
2. Site survey.
3. Architectural drawings fully developed, coordinated & fully dimensioned including:
 - Site plan.
 - Demolition plan (if needed).
 - Foundation plans and details.
 - Floor plan(s) for each level.
 - Roof plan.
 - Typical unit plans (drawn at a larger scale than floor plans).
 - Floor plans of any other major project amenities (1/4" scale minimum).

- All exterior elevations.
 - Interior elevations (kitchen and bathrooms).
 - Sections and details.
 - Indicate compliance with Section 504 disability access requirements.
4. Any other drawings or schedules necessary to implement and facilitate construction of the project
 5. Fully developed coordinated plans from consulting firms Including:
 - Structural.
 - Mechanical.
 - Plumbing.
 - Electrical.
 - Landscape.
 - Irrigations.
 - Grading & drainage.
 - Civil plans, etc.
 6. A set of specifications fully developed specifications.
 7. Detail construction cost estimate OR construction bids dated and signed
 8. Information indicating accessibility compliance must be noted and indicated in the construction documents. (Refer to information provided in Section 4).

PLEASE NOTE:

- All drawings shall be titled and appropriate scale indicated
- Each sheet shall be numbered, dimensioned, dated and the appropriate consulting firm logo included
- All drawings shall be coordinated with each other
- Upon plan check submittal to the LADBS, please include in the building permit application's project description the following:

"Publicly Funded Multi-Family Dwelling Units.

Part 4

ASSIGNMENT OF ARCHITECT'S CONTRACT PLANS SPECIFICATIONS AND PERMITS (With Architect's Consent and Certificate)

Sample form

ASSIGNMENT OF ARCHITECT'S CONTRACT AND PLANS AND SPECIFICATIONS AND PERMITS (With Architect's Consent and Certificate)

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged _____, a California _____ (the "Borrower"), as security for the obligations incurred and to be incurred by Borrower pursuant to the Loan Agreement of _____, 2006 (the "Loan Agreement") between Borrower and the City of Los Angeles, a municipal corporation ("City"), relating to the financing of acquisition, predevelopment, construction and permanent expenses on certain real property located in the City of Los Angeles, County of Los Angeles, California (the "Site"), as described in the Loan Agreement, hereby assigns and transfers to the City of Los Angeles ("City"), its successors and assigns, all of (1) Borrower's rights in and to those certain Plans and Specifications together with all amendments, modifications, supplements, general conditions and addenda thereto relating to the Site, prepared pursuant to the Loan Agreement (the "Plans") by _____ ("Architect"), (2) Borrower's right, title and interest in that certain agreement dated _____, _____, between Borrower and Architect, a true and complete copy of which is attached hereto and incorporated herein by reference as Exhibit (the "Contract"), and (3) all permits to be obtained by or for the benefit of Borrower relating to the Plans or the Project ("Permits"). Architect consents to this Assignment, and has executed the Consent and Certificate attached hereto as Exhibit # and incorporated herein by this reference.

Neither this Assignment nor any action or actions on the part of the City shall constitute an assumption by the City of any of Borrower's obligations under the Contract unless and until the City shall have given written notice to Architect of its election to complete construction of the Project following a default by Borrower under the Loan Agreement. Borrower shall continue to be liable for all obligations under the Contract and Borrower hereby agrees to perform each and all such obligations. In the event of a default under the Loan Agreement, the City may elect to reassign its rights to the Plans, the Permits and the specifications under the Contract to any person or entity selected by the City to complete the Project. Such person or entity shall succeed to all of the rights of Borrower thereunder without the necessity of any consent from Borrower or Architect and the City shall have no liability for any failure of such person or entity to perform the obligations under the Contract. Provided, however, that in the event the City reassigns its rights to the Plans to another person or entity, the Architect's name shall not be used in connection therewith unless the Architect so approves in writing.

Borrower hereby represents and warrants to the City that (1) the Contract is in full force and effect with no defaults thereunder by either Borrower or Architect, (2) no event has occurred that would constitute a default under the Contract upon the giving of notice or the lapse of time or both, and (3) Borrower has made no previous assignment of, and granted no security interest in, its rights to the Plans, the Permits or the specifications under the Contract. Borrower agrees that (a) it will not assign, transfer or encumber its rights to the Plans, the Permits or under the Contract so long as any obligation under the Loan Agreement remains unsatisfied, (b) it will not agree to any amendment of the Contract without the prior written consent of the City, (c) it will not terminate the Contract or accept a surrender thereof, or waive, excuse, condone or in any manner release or discharge Architect of or from the obligations and agreements by Architect to be performed thereunder, in the manner and at the place and time specified therein without the prior written consent of the City, and (d) it will indemnify the City against any liabilities, losses, costs and expenses, including reasonable attorneys' fees, which may be incurred by the City as a result of the exercise of its rights under this Assignment.

The City shall have the right at any time (but shall have no obligation) to take in its name or in the name of _____

Borrower or otherwise such action as the City may at the time or from time to time determine to be necessary to cure any default under the Contract, to protect the rights of Borrower or the City thereunder, or enforce all rights of Borrower under the Contract, Borrower hereby irrevocably constitutes and appoints the City its true and lawful attorney in Borrower's name or in the City's name or otherwise to take all such action. The exercise of the City's rights hereunder shall not constitute a waiver of any of the remedies of the City under the Loan Agreement or any other document or agreement or otherwise existing at law or otherwise.

Executed this _____ day of _____, 200_

A California _____

By: _____
A California _____
Its: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

**ASSIGNMENT OF ARCHITECT'S CONTRACT
AND PLANS AND SPECIFICATIONS AND PERMITS
(With Architect's Consent and Certificate)
(_____ PROJECT)**

CONSENT AND CERTIFICATE

Pursuant to that certain assignment of Architect's Contract and Plans and Specifications and Permits (the "Assignment") executed by _____, a California _____ ("Borrower") on _____, _____, the undersigned, as Architect, hereby consents to the assignment by Borrower of the Plans (all defined terms herein shall have the meaning defined in the Assignment), the Permits and the Contract to the City of Los Angeles, a municipal corporation and charter city ("the City"), and to each and all of the terms and conditions of such attached assignment and confirms to the City that (a) the Contract constitutes the entire agreement between the undersigned and Borrower relating to the Project, (b) the Contract is in full force and effect with no defaults thereunder, (c) no event has occurred that would constitute a default under the Contract upon the giving of notice or the lapse of time or both, (d) no material modification shall be made in the Contract without the prior written consent of the City, (e) the undersigned agrees to be bound by the provisions of the Loan Agreement restricting the ability of Borrower to make changes in the Plans without the prior written consent of the City, (f) the undersigned is not aware of any prior assignment of the Plans, the Permits or the Contract by Borrower, and (g) a complete copy of the Plans and all Permits will be delivered to the City. The undersigned agrees that in the event of any default by Borrower under the Contract, the undersigned will give written notice to the City thereof and the City shall have the right, but not the obligation, to cure said default within sixty (60) days from the City's receipt of such notice.

The undersigned further agrees that in the event the City becomes the owner of the Project, or undertakes to complete construction thereof, or assigns its rights to the Plans, the Permits and the specifications under the Contract to another person or entity, or otherwise requires the use of the Plans, the Permits and the specifications, the City, its successors and assigns are authorized to use the Plans, the Permits and the specifications without additional cost or expense beyond that stated in the Contract, all rights under the Contract otherwise exercisable by Borrower may be exercised by the City or such successor or assign, and the undersigned will perform its obligations in conformity with the Contract for the benefit of the City, its successors or assigns.

In order to induce the City to enter into the Loan Agreement and make the advances contemplated therein, the undersigned certifies to the City as follows:

- (a) As represented in the Plans, the Development will comply with (1) all statutes, rules, regulations and ordinances of all governmental agencies having jurisdiction over the Project, including, without limitation, those relating to zoning, building, pollution control and energy use; (2) all applicable covenants, conditions and restrictions affecting the Site and the Project, and (3) the requirements of the appropriate board of fire underwriters.
- (b) Construction of the Project in accordance with the Plans will not result in any encroachment on any adjoining property or on any surface easement.
- (c) The Plans will include (1) any recommendations contained in any soil or other geological test performed on the Site, and (2) parking for cars sufficient to meet the requirements of all applicable statutes, rules, regulations, ordinances, tract map conditions and leases.
- (d) The undersigned is duly licensed to conduct its business in the jurisdiction where its services are to be performed and will maintain such license in full force and effect throughout the term of the Contract.

The City shall have the right at any time to use all plans, specifications and drawings from the Project

prepared by or for the undersigned for the Project, including, without limitation, the Plans, and the ideas, designs and concepts contained therein, without payment of any additional fees or charges to the undersigned for such use.

The undersigned hereby assigns to the City all of the undersigned's right, title and interest in, to and under all subcontracts which are now or hereafter entered into by the undersigned in furtherance of its obligations under the Contract; provided, however, that until a default occurs by the undersigned under the Contract, the City shall not exercise any rights in the subcontracts which are hereby assigned.

The undersigned acknowledges that the City is relying on, among other things, the Consent, confirmations, agreements and assurances provided herein in entering into the Loan Agreement and agreeing to advance funds thereunder to Borrower for construction of the Project.

DATED: _____, 20__.

ARCHITECT:

By: _____

Title: _____

**NOTE: REFER TO ADDITIONAL PART 4 ITEMS REGARDING ACCESS COMPLIANCE
(SEE ATTACHED)**

1. ACCESSIBLE DESIGN / CONSTRUCTION COMPLIANCE REQUIREMENTS
2. ACCESSIBILITY REGULATIONS MATRIX & OVERVIEW
3. ACCESSIBILITY REPORT REQUIREMENTS

Housing Development Bureau
1200 West 7th Street, Los Angeles, CA 90017
tel 213.808.8638 | fax 213.808.8610
hcidla.lacity.org

March 19, 2015

Accessible Design / Construction Compliance Requirements

In reference to the Section 504 / Uniform Federal Accessibility Standards (UFAS), which will apply in the event that federal funds are used and ADA Standards for Accessible Design compliance, the following items are to be provided.

Note:

If the start date for physical construction or alterations is on or after March 15, 2012, all newly constructed or altered State and local government facilities must comply with the 2010 ADA Standards. If physical construction or alterations commenced after July 26, 1992 but prior to September 15, 2010 then it must comply with either UFAS or the 1991 Standards without the ADA elevator exception. If physical construction or alterations commenced on or after September 15, 2010 and prior to March 15, 2012 then the project can comply with UFAS, 1991 ADA Standards without the elevator exception, or the 2010 ADA. Please note that demolition or ceremonial groundbreaking prior to site preparation is not the commencement of physical construction. Starting on March 15, 2012 newly constructed or altered elements that did not comply with UFAS or the 1991 Standards must now comply with the 2010 ADA.

The 2010 ADA Standards for Accessibility Design can be located at: www.ada.gov

1. The developer shall provide HCIDLA with an Accessibility Report as described in item number 4. The Accessibility Report should state that this project "meets all applicable standards," and should explicitly state which standards apply given the funding source(s), along with State and local government provided services, programs and activities involved. The applicable standards must include any and all applicable federal and local standards for accessibility.
2. Identify the location of the specific units which are designated for the physically disabled (5% of the total number of units) and in addition identify the specific units which are designated for the visual and hearing impaired (2% of the total no. of units). These standards are contained in the 2010 ADA Standards for Accessibility, Section 203 and also in the Uniform Federal Accessibility Standards (effective July 11, 1988-24 CFR 8.32, 24 CFR 40, appendix A, 35 CFR 1190). <http://www.access-board.gov/usaf/usaf-html/usaf.htm>. . [Refer to attached: Accessibility Regulations Matrix & Overview regarding the applicable accessibility standards]
3. Please note: For UFAS Section 504 and 2010 ADA Standards, the countertop at the kitchen sink may be repositionable or fixed. If fixed, a maximum floor to counter top height of 34 inches must be provided.
4. To insure design compliance, and to assess existing field conditions and final installations in respect to accessibility standards, the developer shall hire an independent architecture or engineering firm as an Accessibility Consultant. The Accessibility Consultant's personnel assigned to the project must be State of California, Certified Accessibility Specialists. (CASP). The CASP consultant's role will be to provide HCIDLA with written Accessibility Reports prior to submission of plans to the Dept of Building & Safety and two points during construction; 1) Prior to framing inspection sign-off and, 2) Prior to construction completion. The Accessibility Report shall state that this project "meets all applicable standards". In the event that potential unreasonable hardship or technical infeasibility* is discovered, in respect to particular accessible elements or requirements, the CASP consultant shall list those elements and/or special

conditions along with strategies which address the accessibility requirements within the Final Accessibility Report which is to be submitted to HCIDLA.

A listing of Certified Accessibility Specialist (CASp) may be obtained from the California Department of General Services, Division of the State Architect's website noted below:

https://www.apps.dgs.ca.gov/casp/casp_certified_list.aspx

5. For alterations of existing facilities where disproportionality** or the nature of an existing facility makes it virtually impossible to comply fully with applicable accessibility standards, or site impracticalities** are encountered, the final accessibility report provided by the CASp consultant must describe and confirm the issues, mitigation measures, design solutions and conclusive determinations within the final report which is to be submitted to HCIDLA, prior to construction completion. Please note that for program accommodation there is no proportional spending - the area being altered and the full path of travel to it should be accessible. Proportional spending can be used in reference to other alterations that do not have to do with program accommodation.

NOTE: * - Refers to conditions as defined in the Department of Justice, 2010 ADA Standards for Accessible Design.

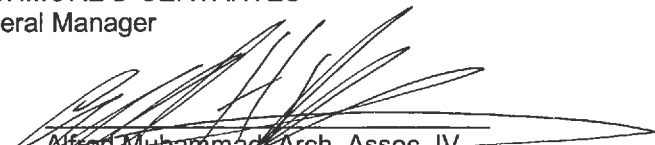
Points regarding ADA Title II & III compliance:

- Title II of the ADA covers all programs, services, and activities of state and local governments.
- Title II of the ADA applies to housing built, operated, or sponsored by state or local governments (tax credits, tax exempt bonds).
 - For example, Public Housing Authorities, entities operating CDBG, HOPWA, HOME funds, etc
- ADA Title II does not depend on receipts of Federal financial assistance.
- HUD is the designated agency under Title II to investigate and resolve complaints relating to state and local public housing, housing assistance, and referral. (28 CFR part 36)
- Title III of the ADA covers public accommodations associated with housing that are open to the general public and commercial facilities.
 - For example, rental offices, sales offices, homeless shelters, and commercial spaces associated with housing like daycare centers.
- Justice Dept is the designated agency under Title III to investigate and resolve complaints relating to "places of public accommodation" and "Commercial facilities." (28 CFR part 36)

Should you have any questions on the above, you may reach me at (213) 808-8586.

RUSHMORE D CERVANTES
General Manager

By:



Alfred Muhammad, Arch. Assoc. IV
Supervisor, Architectural Unit

cc: Georgina Tamayo, FIDO II, HCIDLA
Yaneli Ruiz, FIDO II, HCIDLA
Mark Holloway, RCS II, HCIDLA
George Guillen, RPC II, HCIDLA

ACCESSIBILITY REGULATIONS MATRIX & OVERVIEW

What Accessibility Standards Apply To My Project?

	Type of Project	504/UFAS	ADA Title II	Fair Housing Act ¹	Comments
1.	City or Subrecipient HOME, CDBG, HOPWA or other federal funds	X	X	X	Public entity using federal funds for a program
2.	City issued tax exempt multifamily mortgage bonds		X	X	A department, agency, or other instrumentality of local government is providing a service or program.
3.	CSCDA issued tax exempt multifamily mortgage bonds		X	X	CSCDA is an instrumentality of local governments created to provide a service, i.e., issue tax-exempt bonds
4.	Federal LIHTC		X	X	State government provides allocations of tax credits to developers.
5.	State LIHTC		X	X	State government provides allocations of tax credits to developers.
6.	Project-based Section 8	X	X	X	Provides a federal subsidy to the project.
7.	Tenant based rental assistance such as Section 8 Vouchers or TBRA			X ²	Assistance is a subsidy to the tenant/beneficiary so 504/ADA Title II doesn't apply.
8.	FHA Section 221(d)(3) Below Market Interest Rate Program	X		X	Provides a federal benefit to the project in the form of a BMIR loan. Not ADA Title II because no state or local government involvement.
9.	Other FHA Insurance			X	
10.	Market Rate Apartments			X	

¹ For projects with a temporary Certificate of Occupancy (CofO) dated after 3/13/91. The Fair Housing Act is discussed in the Appendix.

²The Fair Housing Act applies to rental housing not because of the Section 8 Voucher but because the housing is governed by Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) and has four or more units.

ACCESSIBILITY REGULATIONS MATRIX & OVERVIEW

1. What is Section 504?

Section 504 of the Rehabilitation Act of 1973 states: No otherwise qualified individual with a disability in the United States. . . shall, solely by reason of her or his disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program, service or activity receiving federal financial assistance or under any program or activity conducted by any Executive agency or by the United States Postal Service. (29 U.S.C. 794). This means that Section 504 prohibits discrimination on the basis of disability in any program or activity that receives financial assistance from any federal agency, including the U.S. Department of Housing and Urban Development (HUD) as well as in programs conducted by federal agencies including HUD. It is embodied in 24 CFR 8 which applies to all construction put out for bid after July 11, 1988.

2. Who are Recipients of Federal Financial Assistance?

The Section 504 regulations define recipient as any State or its political subdivision, any instrumentality of a state or its political subdivision, any public or private agency, institution organization, or other entity or any person to which federal financial assistance is extended for any program or activity directly or through another recipient, including any successor, assignee, or transferee of a recipient, but excluding the ultimate beneficiary of the assistance. 24 CFR 8.3. Thus, a HUD funded public housing authority, or a HUD funded non-profit developer of low income housing is a recipient of federal financial assistance and is subject to Section 504's requirements. However, a private landlord who accepts Section 8 tenant-based vouchers in payment for rent from a low income individual is not a recipient of federal financial assistance. Similarly, a family that receives Community Development Block Grant (CDBG) or HOME funds for the rehabilitation of an owner-occupied unit is also not a recipient because it is the ultimate beneficiary of the funds.

3. What is UFAS?

The Uniform Federal Accessibility Standards (UFAS) is one of two standards (the other being the ADA standards for Accessible Design) for the design, construction and alteration of buildings so that physically handicapped persons will have ready access to and use of them in accordance with the Architectural Barriers Act, 42 U.S.C. 4151-4157. HUD adopted the UFAS in 24 CFR part 40, effective October 4, 1984.

4. What is the link between Section 504 and UFAS?

The Section 504 regulations impose specific accessibility requirements for new construction and the alteration of housing and non-housing facilities in HUD assisted programs. Section 8.32 of the regulations states that compliance with the appropriate technical criteria in the Uniform Federal Accessibility Standards (UFAS), or a standard that is equivalent to or stricter than the

ACCESSIBILITY REGULATIONS MATRIX & OVERVIEW

UFAS, is an acceptable means of meeting the technical accessibility requirements in Sections 8.21, 8.22, 8.23 and 8.25 of the Section 504 regulations.

5. What is ADA Title II?

The Americans with Disabilities Act of 1990 Title II applies to "public entities," and, in subtitle A, protects qualified individuals with disabilities from discrimination on the basis of disability in the services, programs, and activities provided by public entities. Title II extends the prohibition on discrimination established by section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, to all services, programs, and activities provided or made available by public entities.

6. What is a "Public Entity?"

A public entity covered by Title II is defined as:

- 1) Any State or local government;
- 2) Any department, agency, special purpose district, or other instrumentality of a State or local government; or
- 3) Certain commuter authorities as well as AMTRAK.

7. How is this information applicable to my Project?

The provision of financial assistance to developers to build affordable housing to benefit lower income households through issuing bonds and making loans, grants, and loan guarantees, etc. is a service or activity of state/local government or an instrumentality of state/local government (such as a redevelopment agency or other issuer of tax-exempt bonds). Therefore, Title II of the ADA applies. The allocation of federal and state Low Income Housing Tax Credits is a program/activity of state government and, likewise, is covered under Title II.

8. When did the 2010 ADA Title II Regulations Become Effective?

The Title II regulations were updated to reflect the 2010 revisions and the technical corrections and published on September 15, 2010, in the Federal Register. These requirements clarified and refined issues that arose over the past 20 years and contained new, and updated, requirements, including the 2010 Standards for Accessible Design ("2010 Standards"). March 15, 2012 was the compliance date for using the 2010 Standards for new construction, alterations, program accessibility, and barrier removal.. Prior to that date, the original 1991 Title II regulations were in effect.

- From September 15, 2010, to March 15, 2012, if a Title II entity undertook new construction or alterations, it could choose either the 1991 Standards or the 2010 Standards. Title II entities could also choose to use the Uniform Federal Accessibility

ACCESSIBILITY REGULATIONS MATRIX & OVERVIEW

Standards (UFAS). Whatever standard was chosen, it must be used for all elements in the entire facility. For example, an entity could not use the 1991 Standards for accessible routes and the 2010 Standards for accessible seating.

- On or after March 15, 2012, all newly constructed or altered facilities must comply with all of the requirements in the 2010 Standards. If elements in existing facilities already comply with corresponding elements in the 1991 Standards and are not being altered, then entities are not required to make changes to those elements to bring them into compliance with the 2010 Standards.
- Effective May 23, 2014, ADA 2010 (with noted exceptions) was deemed acceptable by HUD as an alternate standard to UFAS for Section 504 compliance. (See Federal Register, Vol. 79, No. 100, Friday, May 23, 2014 regarding use of ADA 2010 as an alternate standard for 504 compliance.)

The commencement of physical construction is the triggering event for the application of the 2010 Standards for entities covered by Title II. The date of ceremonial groundbreaking or the date a structure is razed to make it possible for construction of a facility to take place does not qualify as the commencement of physical construction.

9. What happens when more than one set of regulations covers my project?

The Fair Housing Act, ADA Title II, Title III and Section 504/UFAS can be required in the same project. In that case, the most rigorous standard applies. If the standards are different, but one is not more rigorous, then the standard that is most appropriate for the development applies. For example, in a project where both Section 504 and ADA Title II apply, Section 504 defines “accessible” and says that “a unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in § 8.32 is accessible within the meaning of this paragraph.” However, the ADA Title II says that facilities “shall be designed, constructed, or altered to be *readily accessible* [emphasis added] to and usable by individuals with disabilities.” (28 CFR 35.151(a)). Readily accessible is a more rigorous standard than adaptable, since creating an accessible unit from an adaptable unit takes time to make the needed modifications; therefore, the ADA Title II requirement, readily accessible, is the one that should be applied.

There are no simple answers. Each project must be evaluated based upon the requirements of the applicable regulations and the date when it was put out to bid, started construction or received a temporary CofO, depending upon which regulation is most rigorous or appropriate. Regulations also have provisions regarding situations where full compliance is structurally infeasible or impracticable to meet the requirements when the unique characteristics of terrain or existing structure prevent the incorporation of accessibility features.

ACCESSIBILITY REGULATIONS MATRIX & OVERVIEW

10. What does Title III of the ADA cover?

I thought my project was covered under Title III of the ADA. Some parts of your project may be covered since Title III covers private entities that operate public accommodations, such as hotels, restaurants, theaters, retail stores, dry cleaners, doctors' offices, amusement parks, as well as management offices and community facilities within residential housing serving the general public, social services establishments (including places providing services to homeless households) and bowling alleys. Title III also applies to supportive services delivered at residential facilities constructed with CDBG, HOME and HOPWA where the services are a significant component of the housing program. It also applies to social services provided to the public.

11. I want to refinance my project what regulations apply?

Prior to approval of the subordination of City liens, ownership transfers, bond refunding or other transactions requiring City approval and/or certifications that the project is in compliance with all requirements and that there is no default under the Loan or Regulatory Agreements, the City will require a report from a Certified Accessibility Specialist (CASp) confirming that the entire development is in compliance with the 504/ADA/Fair Housing Act standards **that were in effect when the project was constructed**. The 2010 revisions to the ADA, Section 35.151(c)(5) sets forth the rules for noncompliant new construction or alterations in facilities that were subject to the requirements of Title II. Under those provisions, noncomplying new construction and alterations constructed or altered after July 26, 1992 and before March 15, 2012 shall, before March 15, 2012, be made accessible in accordance with either the 1991 Standards, UFAS, or the 2010 Standards. Noncomplying new construction and alterations constructed or altered after the effective date of the applicable ADA requirements and before March 15, 2012, shall, on or after March 15, 2012 be made accessible in accordance with the 2010 Standards.

Whether the residential development was new construction, acquisition and substantial or moderate rehabilitation, or the acquisition of an existing building, the property will need a thorough inspection and accessibility report by a CASp. The owner, may be certain that the development meets all requirements; however, the consultant may, upon research and further inspection, find conditions that need to be addressed. If, in the accessibility report, there are items that are not in compliance, those items will need to be repaired before City approval can be given. Most items are relatively easy to address, however, we recognize that remediating some conditions may be technically infeasible or structurally impracticable. While the owner will not be required to address those conditions, those items will be listed in the report as well as the scope of work for remediation.

APPENDIX

What Does the Federal Fair Housing Act of 1968, as Amended, Require (for Projects that Received Temporary Certificates of Occupancy after 3/13/91)?

1. What Housing Is Covered?

The Fair Housing Act covers most housing. In some circumstances, the Act exempts owner-occupied buildings with no more than four units, single-family housing sold or rented without the use of a broker, and housing operated by organizations and private clubs that limit occupancy to members.

2. What Is Prohibited?

In the Sale and Rental of Housing: No one may take any of the following actions based on race, color, national origin, religion, sex, familial status or handicap:

- Refuse to rent or sell housing
- Refuse to negotiate for housing
- Make housing unavailable
- Deny a dwelling
- Set different terms, conditions or privileges for sale or rental of a dwelling
- Provide different housing services or facilities
- Falsely deny that housing is available for inspection, sale, or rental
- For profit, persuade owners to sell or rent (blockbusting) or
- Deny anyone access to or membership in a facility or service (such as a multiple listing service) related to the sale or rental of housing.

In Mortgage Lending: No one may take any of the following actions based on race, color, national origin, religion, sex, familial status or handicap (disability):

- Refuse to make a mortgage loan
- Refuse to provide information regarding loans
- Impose different terms or conditions on a loan, such as different interest rates, points, or fees
- Discriminate in appraising property
- Refuse to purchase a loan or
- Set different terms or conditions for purchasing a loan.

ACCESSIBILITY REGULATIONS MATRIX & OVERVIEW

In addition: It is illegal for anyone to:

- Threaten, coerce, intimidate or interfere with anyone exercising a fair housing right or assisting others who exercise that right
- Advertise or make any statement that indicates a limitation or preference based on race, color, national origin, religion, sex, familial status, or handicap. This prohibition against discriminatory advertising applies to single-family and owner-occupied housing that is otherwise exempt from the Fair Housing Act.

3. *What Are the Additional Protections, if You Have a Disability?*

If you or someone associated with you:

- Have a physical or mental disability (including hearing, mobility and visual impairments, chronic alcoholism, chronic mental illness, AIDS, AIDS Related Complex and mental retardation) that substantially limits one or more major life activities
- Have a record of such a disability or
- Are regarded as having such a disability

your landlord may not:

- Refuse to let you make reasonable modifications to your dwelling or common use areas, at your expense, if necessary for the disabled person to use the housing. (Where reasonable, the landlord may permit changes only if you agree to restore the property to its original condition when you move.)
- Refuse to make reasonable accommodations in rules, policies, practices or services if necessary for the disabled person to use the housing.

Example: A building with a no pets policy must allow a visually impaired tenant to keep a guide dog.

Example: An apartment complex that offers tenants ample, unassigned parking must honor a request from a mobility-impaired tenant for a reserved space near her apartment if necessary to assure that she can have access to her apartment.

However, housing need not be made available to a person who is a direct threat to the health or safety of others or who currently uses illegal drugs.

4. *What Are the Requirements for New Buildings?*

In buildings that are ready for first occupancy after March 13, 1991, and have an elevator and four or more units:

- Public and common areas must be accessible to persons with disabilities
- Doors and hallways must be wide enough for wheelchairs

ACCESSIBILITY REGULATIONS MATRIX & OVERVIEW

All units must have:

- An accessible route into and through the unit
- Accessible light switches, electrical outlets, thermostats and other environmental controls
- Reinforced bathroom walls to allow later installation of grab bars and
- Kitchens and bathrooms that can be used by people in wheelchairs.

If a building with four or more units has no elevator and will be ready for first occupancy after March 13, 1991, these standards apply to ground floor units.

These requirements for new buildings do not replace any more stringent standards in State or local law.

5. *What Does It Say about Housing Opportunities for Families?*

Unless a building or community qualifies as housing for older persons, it may not discriminate based on familial status. That is, it may not discriminate against families in which one or more children under 18 live with:

- A parent
- A person who has legal custody of the child or children or
- The designee of the parent or legal custodian, with the parent or custodian's written permission.

Familial status protection also applies to pregnant women and anyone securing legal custody of a child under 18.

Exemption: Housing for older persons is exempt from the prohibition against familial status discrimination if:

- The HUD Secretary has determined that it is specifically designed for and occupied by elderly persons under a Federal, State or local government program or
- It is occupied solely by persons who are 62 or older or
- It houses at least one person who is 55 or older in at least 80 percent of the occupied units, and adheres to a policy that demonstrates an intent to house persons who are 55 or older.

A transition period permits residents on or before September 13, 1988, to continue living in the housing, regardless of their age, without interfering with the exemption.



Eric Garcetti, Mayor
Rushmore D. Cervantes, General Manager

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hcidla.lacity.org

February 11, 2015

Accessibility Report Requirements & Procedures

Certified Accessibility Specialist Program (CASp) consultant requirements:

1. A State of California licensed design professional (i.e., Architect or Engineer) who is also a State of California Certified Accessibility Specialist Program (CASp) consultant shall be hired by the developer and identified as a part of the development team.
2. The CASp consultant must be an independent, 3rd party consultant hired directly by the developer, and independent of the architect-of-record. The architect-of-record, who may also possess CASp credentials (as an individual or within the firm) cannot serve as a CASp consultant on their own projects.

Access Compliance Requirements During Project Phases

A. Project Application

The CASp consultant must be identified as part of the development team within the project application.

a. Project Application (Conceptual Phase)

The developer shall submit a signed copy of the following Access Compliance Certification during the application period as attachment 7.4.1;

Access Compliance Certification

I, _____ (print name & title) certify that this project shall be designed, constructed, and thereafter maintained in compliance with the applicable accessibility standards in respect to the given funding source(s), and State and local government provided services, programs and activities requirements.

Developer's Name & Title

Date

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B. Design Development Phase

(Not required for HCIDLA review)

C. Construction Document Phase

1. The architect-of-record shall provide within the construction documents an "Accessible Units Matrix" indicating;
 - a. The quantity of accessible units provided
 - b. Accessible unit distribution in respect to the types of units provided.
 - c. The actual unit numbers for the mobility and communication units provided.

[Refer to the sample "Accessible Unit Matrix" below.]

Accessible Units Matrix (EXAMPLE)

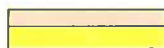
Units Types:	1 Bedroom	2 Bedrooms	3 Bedrooms	4 Bedrooms	Total No. of Units	Total No. of Accessible Units provided	% of Accessible Unit provided
Total No. of Unit / Type	5	10	20	30	65		
No. of 5% unit required with Mobility accommodations	0.25	0.5	1	1.5			
Required	1	1	1	2	5	5	7.7%
Actual Unit Nos.	#	#	#	#			
No. of 5% Mobility Units	1	1	1	2			
						0	0.0%
TOTAL percentage (%) and number units provided with mobility accommodation					7.7%	5	
No. of Additional of 2% units required with communication features	0.1	0.2	0.4	0.6			
Required	1	1	1	1	4	4	6.2%
Actual Unit Nos.	#	#	#	#			
No. of 2% Communication	1	1	1	1			
						0	0.0%
TOTAL percentage (%) and number units with communication features					6.2%	4	
Total Number of Total Accessible Units Provided / Total % of Accessible Units Provided						9	13.8%
Total Number of Units						65	

The above Accessibility Matrix is intended as a guide in making sure the proposed project is in compliance with HUD Section 504 [24 CFR § 26] / 2010 ADA, 293.3.5 requirements. Alternate unit type accommodations may be considered in providing comparable housing choices for persons with disabilities, as provided for the general resident population. The overall goal is to provide a minimum of 5% of the units for the physically impaired and an additional 2% for the sensory impaired.

LEGEND

Indicate Actual Unit Numbers # (e.g. Unit 234)

Indicate Quantity of Fully Accessible Units to be provided



D. Plan Check Submission

1. The CASp consultant shall provide HCIDLA with an Accessibility Design Review at or prior to submission of plans to the Dept of Building & Safety. The Accessible Design Review is to be accompanied with an electronic PDF file of the complete construction documents as being submitted to LADBS.
2. If there are substantial changes to the construction documents upon plan check approval, a revised electronic set of plans must be provided to HCIDLA.

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E. Construction Phase

A. The CASp consultant shall provide HCIDLA with written Accessibility Reports at two stages during construction.

1. Prior to rough framing inspection sign-off [Preliminary Accessibility Report]*
2. Prior to construction completion. [Final Accessibility Report]

*Note: HCIDLA, Architectural Unit personnel is to be present at the site to receive the Preliminary Access Report and confirm compliance at rough framing inspection.

**Note: The Final Accessibility Report once received by HCIDLA concludes the accessibility report and documentation requirements.

The following information is to be provided within all Accessible Design Reviews and Accessibility Reports.

1. Name and address of property
2. Scope of work for project and project type
3. Contact Information of Developer
4. List the type(s) of funding that will be used for this project (to be provided by the developer)
5. Contact information for architect-of-record
6. Contact information for CASp consultant
7. Date of review
8. Provide CASp Inspector information in Design Reviews & Accessibility Reports
 - A. Name
 - B. CASp Number
 - C. Contact Information: Address; Phone Number; Email Address

Services provided by CASp consultant are to be performed in accord with the latest DSA, Certified Access Specialist Program “Practice Standards and Best Practices Handbook” as applicable to Affordable Housing program requirements.

http://www.documents.dgs.ca.gov/dsa/casp/CASp_BestPracticesHandbook.pdf

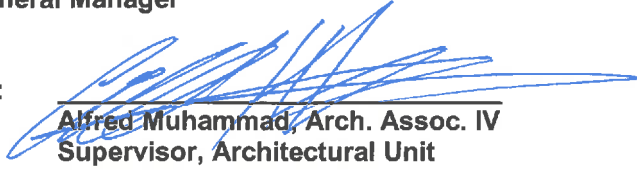
Should you have any questions, please call Jorge Alcantar at (213) 808-8996.

Accessibility Report Requirements & Procedures

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RUSHMORE D CERVANTES
General Manager

By:



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Supervisor, Architectural Unit

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