

**RFP 2023-4005 Legal Services  
For Real Estate and Development Activities for City West  
ATTACHMENT A: SCOPE OF WORK**



**1.0 Background**

The Cincinnati Metropolitan Housing Authority (CMHA) is seeking proposals from qualified law firms with experience in representing a Public Housing Authority by providing legal services for construction, development, and real estate activities for a Master Development Plan related to a mixed-finance transaction.

The site currently consists of 8 phases of the City West Hope VI development in the West End Neighborhood of Cincinnati. The entire City West Hope VI development consists of 686 residential units and commercial space. Each phase is currently leased to separate partnerships by CMHA pursuant to separate lease agreements.

CMHA and the selected Co-Developer intend to redevelop the existing buildings at City West which will include comprehensive assessments of the physical condition of all buildings, market conditions, operating budgets, existing debt requirements, financing strategy analysis, community amenities, supportive services, and economic development opportunities, collectively referred to as a “Master Development Plan.”

**2.0 Scope for Development Legal Services**

The Firm(s) selected to provide the legal services described in this RFP (the “Services”) shall provide legal services on behalf of CMHA or any subsidiaries, instrumentalities, or any affiliates which may include but are not limited to the following:

- 2.1** Negotiate, prepare and review of contracts, agreements, evidentiaries, opinions, documents and other writings necessary to implement a master development plan from an existing term sheet. Examples of such materials include documents such as ground leases, regulatory and operating agreements, declarations of trust and restrictive covenants, management agreements, development agreements, partnership agreements, mixed finance amendments to the ACC, program income agreements, loan documents, and documents utilized and required in connection with RAD transactions.
- 2.2** Draft and/or review organizational documents as required for the reorganization and/or formation of any CMHA subsidiary or entity to act as an ownership, development or lending entity, relative to the development project. The services may also include, but not be limited to, legal assistance with tax matters for the entity.
- 2.3** Identify regulatory, statutory and other legal concerns or issues that must be addressed with regard to the development project and all real estate related activities.
- 2.4** Assist with matters related to application for funds, layering of funds, facilitation of mixed finance closings, and issues related to the administration of funds in a manner that protects the legal and fiscal interests of CMHA.
- 2.5** Draft and review legal documents related to mixed finance and tax credit developments.

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- 2.6 Verify compliance with applicable funder rules and regulations (such as HUD, the IRS and others) within the financing, organizational structure and agreements for a subject development.
- 2.7 Facilitate the processes related to mixed finance and tax credit development.
- 2.8 Prepare and implement any alternative funding proposals or agreements, including but not limited to Low-Income Housing Tax Credit (LIHTC) proposals and tax exempt bond funding.
- 2.9 Represent CMHA before federal, state and local administrative agencies and departments regarding funding applications, zoning, obtaining licenses and permits, and other matters related to development and redevelopment.
- 2.10 Provide services related to the development of a mixed income housing component as well as non-residential components of the projects if needed.

**3.0 Scope for Real Estate Legal Services**

The Firm(s) selected to provide the legal services described in this RFP (the “Services”) shall provide legal services related to drafting and negotiating a Master Development Plan on behalf of CMHA or any subsidiaries or any affiliates which may include but are not limited to the following:

- 3.1 Participate in settlement and litigation of lawsuits or disputes as requested by CMHA.
- 3.2 Represent CMHA in matters involving interface with the selected co-developer.
- 3.3 Represent CMHA in matters involving interface with the municipal governing bodies and with state and federal agencies.
- 3.4 Review and complete real estate transactions, including acquisitions and dispositions involving, e.g., easements, rights-of-way, leases, licenses, and fee transfers with respect to land, buildings, and electric facilities;
- 3.5 Analyze and advise on property tax and PILOT tax matters, zoning, land use, cooperation agreements and other local matters and/or requirements.
- 3.6 Perform the activities associated with real estate transfers and title services, which include providing a preliminary title report, title commitment(s), title insurance policy(s), the recordation of warranty deed(s), and deeds of trust for improved and unimproved property sold or purchased by CMHA and perform settlement closing proceedings for each property.
- 3.7 Discuss the title examination with CMHA and provide recommendations based on the evaluation of the title to the real estate. The Contractor will need to know whether there are certain restrictions to the property use, easements, encroachments or whether the title is marketable and clear for the seller to transfer to purchaser. The closing attorney and agent will identify any existing mortgages against the real estate.
- 3.8 Determine the requirements and documents needed to complete the transaction and advises CMHA.

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**4.0 General Requirements**

The contractor shall:

- 4.1** Provide other related legal services necessary for construction, development and redevelopment, and real estate that may not be contained in this RFP.
- 4.2** Have fully qualified and licensed staff fully experienced in the requirements as specified in this RFP assigned to CMHA for the duration of the contract. CMHA reserves the right to accept or reject any proposed personnel assigned to it under this RFP or any resulting contract at any time. CMHA will notify the Proposer in writing if it requires the removal and replacement of any personnel.
- 4.3** Represent CMHA in regards to related issues. Related issues could include federal, state, or local governments or governmental entities.

**4.3.1 Assignment of Work**

**4.3.1.1** Services will be requested of the selected Firm(s) by CMHA on a Purchase Order basis. Purchase Orders are specific work assignments performed by the selected Firms(s) awarded a contract based on this RFP. The work assignments will cover one or more areas as outlined above.

**4.3.1.2** CMHA may request that the successful proposer(s) and CMHA agree on a defined Scope of Work, a schedule, and an estimate of legal fees and expenses anticipated to be incurred in connection with particular assignments. CMHA may require the Firm to perform certain work on the basis of such Scopes of Work, schedules, and estimates, and to seek CMHA approval to perform work beyond such estimated based upon adequate justification. In appropriate circumstances, CMHA may request a written strategic proposal. Such proposals may include a description of the options and alternatives with an assessment of their worth, the major steps likely to be involved, their timing and sequence, and the projected costs associated with each step. Once proposals are agreed upon by CMHA and the Firm, any material variance from the estimate or proposal must be approved in advance by CMHA.

**4.3.1.3** All Purchase Orders are subject to the terms and conditions of the resultant contract. In the event of a conflict between a Task Order and the contract, the contract shall prevail.

**5.0 Performance Standards**

- 5.1** See Attachment D.
- 5.2** Failure to comply with all of the requirements in the resulting contract and/or the requirements in the purchase order may result in a reduction of the consultant's fee by 10% for that service



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**5.3** Invoices are to be submitted within two weeks after completion of the service (see *Invoicing* in the General Terms and Conditions) except for development deals. If invoices are submitted late, the amount to be paid shall be reduced:

Number of days to submit invoice to CMHA after completion of work or receipt by CMHA in Yardi (whichever is later)	Performance Deduction from Invoice
<30	0%
>30	30%
>60	50%
>90	75%
>120	100% (No payment)

**4.1** CMHA may waive the fee reductions at their discretion after discussing extenuating circumstances with the Contractor. Such waiver shall be in writing at the time of the service and may be considered by CMHA in the award of future work under this contract and award of future contracts.

**5.0 The Authority’s Motto and Gold Performance Standards**

In 2012, the Authority implemented its motto “Being an Asset to Hamilton County” in addition to establishing Gold Performance Standards which consist of the principles and values by which the Agency performs and how our partners, vendors, contractors and consultants are measured. The Gold Performance Standards are:

- |                  |                   |                       |                        |
|------------------|-------------------|-----------------------|------------------------|
| <i>Respect</i>   | <i>Timely</i>     | <i>Exceptional</i>    | <i>Initiative</i>      |
| <i>Excellent</i> | <i>Quality</i>    | <i>Accurate</i>       | <i>Integrity</i>       |
| <i>Value</i>     | <i>Creativity</i> | <i>Accountability</i> | <i>Professionalism</i> |

It is the Authority’s intent that the contractor will also adhere to these standards.

**6.0 Contract Terms**

**6.1 Contract Term**

**6.1.1** The Authority intends to enter into a one year contract with the option, at the Authority’s sole discretion, to extend four one-year contracts with the successful offeror(s) selected to provide the services. However, if a firm

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is assigned a development deal, the assignment shall continue until the financial closing of the development deal. Note that for development deals, legal fees will be paid at the financial closing of the deal.

**6.2 Indefinite Quantities Contract (IQC)** CMHA does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this RFP, but will reserve the right to award work on an as-needed basis.

**6.2.1 Guaranteed Contract Minimum Amount and Not-to-exceed Maximum Amount:** As may be further detailed herein, as the ensuing contract will be an Indefinite Quantities Contract (IQC), which, pursuant to HUD regulation, requires CMHA to award the responsive and responsible contractor a Guaranteed Contract Minimum Amount (GCMA) and Not-to-exceed Maximum Contract Amount (NMCA) of work, those required minimum and maximum contract levels are: (a) GCMA: \$100; (b) NMCA: \$100,000 annually for work under \$100,000 per assignment. Any assigned development deal will not exceed \$100,000 per deal and will be paid by the development deal at financial closing after approval by the Board of Commissioners CMHA reserves the right to adjust these amounts, if in its best interest to do so, prior to contract approval.