

Highland Park Housing Commission

REQUEST FOR QUALIFICATIONS (RFQ)

PROJECT NAME: ARCHITECTURAL & ENGINEERING (A/E) SERVICES
SPECIFICATION No.: 2021-HPHC-003
DATE ISSUED: Tuesday, November 2, 2021
SUBMISSION DEADLINE: ~~Wednesday, November 19, 2021 AT~~
~~12:00 P.M. Friday, December 31, 2021 AT 12:00P.M. EST,~~
Friday, January 14, 2021 at 12:00P.M. EST

**ALL PROPOSALS AND OTHER COMMUNICATIONS
MUST BE ADDRESSED AND RETURNED VIA EMAIL TO:**

EMAIL Address: bzarotny@mhthousing.net

The Highland Park Housing Commission
13725 John R.
Highland Park, MI 48203
ATTENTION: Bill Zarotny, Executive Director

PHONE: (248)

Proposals must clearly indicate the name of the project, "**Architectural & Engineering Services**", the Specification Number "**2021-HPHC-003**" and the time and the date specified for receipt. The name and the address of the Proposer must be clearly printed on all correspondence. Due to the current COVID-19 circumstances, responses will be accepted electronically via email at , until 12:00 p.m. (EST), ~~Friday, November 19th, 2021. Friday, December 31, 2021, Friday January 14, 2021.~~ Any responses received after that time, will not be accepted. Additional details are provided on the next page.

Table of Contents

Section I: Project Information	Page 3
Section II: Scope of Services	Page 4
Section III: General Requirements & Proposal Format	Page 6
Section IV: Evaluation Criteria & Scoring	Page 10
Section V: Procurement & Award Process	Page 12

Attachments

- A. HPHC Building Profile
- B. Funding Availability & 5 Year Capital Action Plan
- C. Proposal to be executed by Corporation, Partnership, or
Sole Proprietor
- D. Profile of Firm
- E. Certification of Proposer Regarding Debarment,
Suspension, and Other Responsibility Matters
- F. Certification Regarding Lobbying
- G. Conflict of Interest
- H. Non-Collusive Affidavit
- I. Section 3 – Economic Opportunities for Recipients of HUD
Assistance
- J. Special MBE/WBE Participation Summary Form
- K. MBE/WBE Subcontractor Affidavit
- L. Nature of Disclosing Party Form
- M. HUD Form 5369 C (Instruction to Respondents)
- N. HUD Form 5370-C (Non-Construction)
- O. HUD Model Form of Agreement Between Owner and
Design Professional
- P. Mandatory Contract Clauses (Small Purchases)
- Q. Fee Proposal
- R. References Sheet

Section I: PROJECT INFORMATION

PRE-SUBMISSION MEETING	Friday, Nov. 19, 2021 Wednesday, December 22, 2021 Friday, January 7 th 2021 12:00 pm (EST) Please email bzarotny@mhthousing.net to be sent virtual invite.
PROJECT DEADLINES	
Deadline for Questions:	Fri, Nov. 12, 2021 Wednesday, December 22, 2021 Friday, January 7 th at 5:00 p.m. EST
Proposal Submission Deadline:	Fri, Nov. 19, 2021 Friday, December 31, 2021 January 14, 2021 at 5:00 p.m. EST
Electronic Submission Requirements	
Proposals must be sent to: bzarotny@mhthousing.net	
Proposals must clearly indicate the name of the project, " Architectural & Engineering Services ", the Specification Number " 2021-HPHC -003 " in the SUBJECT line of the email.	
If more than one email is used to deliver the response, then all emails MUST clearly indicate the required information.	
DOCUMENTS TO BE SUBMITTED	
One (1) electronic Proposal Package One (1) electronic Fee Proposal	

Pre-Submission Teams Meeting:

Architectural & Engineering Services,

Time: ~~Fri, Nov. 12, 2021~~ Wednesday, ~~December 22, 2021~~ January 5, 2021 at 12:00 p.m. EST

Please email bzarotny@mhthousing.net to be sent a virtual Teams invite.

SECTION II – SCOPE OF SERVICES

The selected Architectural and Engineering (A/E) firm(s) will provide an indefinite quantity of professional Architectural and Engineering Services on an as-needed basis through the use of Task Orders. Each proposed team must demonstrate that it can provide Architecture and Engineering services including Architecture, Site and Land Planning, Structural Engineering, Mechanical Engineering, Electrical Engineering, Civil Engineering, Landscape Architecture, Cost Estimating and Construction Contract Administration. If the offeror does not provide all of the requested architectural and/or engineering services in-house, offerors are allowed to include sub-consultants as part of its team. The contract is expected to have an overall duration of up to two (2) years, which includes one (1) initial base year, and one (1), one-year extension option to be exercised at HPHC's sole discretion.

Once an indefinite quantity task order contract has been established between the parties and HPHC identifies a need, the HPHC will prepare and request a scope of services, independent cost estimate of services and a request for Task Order Proposal from the firm. The firm will submit a detailed Task Order Fee Proposal usually within 5-10 calendar days as prescribed in the Request for Task Order Proposal to be issued by the HPHC, depending on the complexity of the scope of services. HPHC will review and negotiate the Not-To-Exceed Task Order Fee proposal (based on the original hourly rates established in the base contract) and come to an agreement with the firm. At this time the HPHC will issue a written Task Order Notice to Proceed identifying the Not-To-Exceed Task Order price and schedule.

The A/E Services may include, but not necessarily be limited to, the services set forth in Article A of the HUD Model Form of Agreement, HUD-51915 (See Attachment O) and as follows. Specific A/E services will be requested per task as needed in a Request for Task Order Proposal.

- Architectural and Engineering services including mechanical, electrical, plumbing, civil, site and land planning and structural engineering.
- Conducting site visits at the communities
- Surveying and evaluating existing conditions
- Providing cost estimates
- Preparing sketches, drawings, and specifications
- Reviewing and preparing schedules
- Identifying hazardous material and specifying abatement requirements
- Preparing documentation associated with demolition of structures
- Soliciting Bids and issuing justifications on recommendations for contract award
- Administration of construction contracts
- Attending and conducting meetings
- Preparing reports
- Assisting with change orders
- Review of construction work during construction and/or warranty phases
- Assistance during construction contract close out

Additionally, the A/E may be requested to provide professional A/E Services specifically related to ADA and Section 504/Uniform Federal Accessibility Standards.

Any and all services performed must comply with all applicable Federal regulations including, but not limited to, Handicap Accessibility (Section 504), Americans with Disabilities Act (ADA), Uniform Federal Accessibility Standards (UFAS), Environmental requirements, and Federal procurement requirements. In addition, all services must be performed in compliance with applicable State and Local laws, regulations and building code requirements.

Task and Deliverables

The A/E firm(s) shall furnish the skills necessary to perform all services and provide all required deliverables in the most expeditious and economical manner consistent with the interest of the HPHC and HUD.

Unless otherwise specified, task order document deliverables in their final form must be submitted in standard industry/government (or in some cases HPHC-specified) formats, bound with appropriate cover sheets, narratives, forms, graphics, exhibits, etc., satisfying the requirements of the task order, and suitable for circulation or submission to the public, regulatory or governmental authorities, or other parties of interest. The HPHC also requires the submission of one set of document deliverables in electronic form.

SECTION III – GENERAL REQUIREMENTS & PROPOSAL FORMAT

1. GENERAL REQUIREMENTS

An offeror may be an individual or a business corporation, partnership, or a joint venture duly authorized to do business in the City of Highland Park, fully licensed and in good standing with the State of Michigan and the City of Highland Park, financially sound, and able to provide the services being procured by the HPHC. State of Michigan professional licenses required for all services requested.

If an offeror has been disbarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, such firm shall disclose that information in its offer, which may be sufficient ground for disqualification. If the selected firm fails to disclose such information, and HPHC discovers it thereafter, then HPHC may terminate the contract.

Each offeror must be in good standing with the HPHC, and any Federal, State or Municipal entity that has or has had a contracting relationship with the firm. Therefore, if a Federal, State or Municipal entity has terminated any contract with an Offeror for deficiencies or defaults, that Offeror is not eligible to submit a response to this solicitation.

A detailed proposal must be submitted together with all required forms identified in this RFQ. Proposers are urged to keep all proposals focused and as brief as possible while providing enough detail to enable an informed review of the products and services offered. All identified elements must be included for the proposal to be considered complete.

2. PROPOSAL FORMAT

Proposers should fully read and comprehend the Instructions to Offerors (HUD 5369-B) provided in Attachment M, General Contract Conditions, Non-Construction (HUD 5370-C) provided in Attachment N, and the HUD Model Form of Agreement (HUD-51915) provided in Attachment O.

Proposer must submit one (1) original, electronic copy of its proposal, via email, due to the current COVID-19 circumstances and social distancing. All proposals must include the following information in the same order as shown below and use the forms and/or schedules attached hereto. Proposals shall be organized in a manner clearly identifying each section.

- a. Introduction/Cover Letter: Letter shall include company's name, address, email, and telephone number, and bear the signature of an authorized representative of the Firm. If different than the authorized representative, the letter must include full contact information for the individual responsible for handling all matters related to the RFQ.
- b. Company Overview: Overview must list the entire A/E service team capacity, experience, and qualifications as it pertains to providing services similar in size, complexity and scope required under this RFQ. Identify all key team members for all requested A/E services; staff and equipment resources; and number of years providing services being requested. Provide copies of licenses for all team members, as applicable.
- c. Type of Organization: State applicable organization type (i.e., Corporation, Partnership, Joint Venture or Sole Proprietorship). List name(s) of shareholders, partners, principals, and any other persons exercising control over the Firm or Organization.

- d. Organizational Certification: Include Copies of Certificate of Incorporation, Partnership Agreement, Joint Venture, or another organizational document.
- e. Financial Capacity: Provide an audited financial statement, including latest balance sheet, income statements, and cash flow statements.

If audited financials are not available, please provide the following:

1. Current Balance Sheet
2. Current Income Statement
3. Cash Flow Statement
4. 2 most recent years of Federal Income Tax Returns

Provide name and address of firm preparing the attached financial statement and date thereof. If the financial statement identifies a name other than the name of the organization submitting a bid, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidary).

- f. Evaluation Criteria – Please provide all information to address the evaluation criteria items listed in *SECTION IV. Evaluation Criteria & Scoring*.
- g. RFQ Solicitation Document and its Attachments – Please include the entire solicitation document which MUST be completely signed (where applicable) as well as all of the following required forms listed in *Section VII – List of Attachments*.
- h. References – Please include a minimum of four (4) references with telephone numbers of private sector clients, housing authorities and/or other government agencies, including project dollar values, where the Proposer has provided services that are similar in size and scope to those requested in this RFQ. If listing the HPHC as a reference, an additional reference must be submitted.
- i. Insurance – Please include a copy of the Proposer's Certificate of Insurance evidencing they can fulfill the Insurance Requirements under the contract terms of this RFQ as described below:

The Offeror must provide and maintain during the life of any resultant contract, at the Contractor's own expense, until Contract completion and during the time period following final completion that Contractor is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to any resultant contract:

Workers Compensation and Employers Liability – Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide service under any resultant contract and Employers Liability coverage with limits of not less than the State of Michigan statutory limits.

Commercial General Liability (Primary & Umbrella) and Professional Liability – Commercial General Liability Insurance and Professional Liability with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, (for a minimum of 2 years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The Highland Park Housing Commission, its Officers, Employees, Agents, and Consultants are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Automobile Liability (Primary & Umbrella) – When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The Highland Park Housing Commission, its Officers, Employees, Agents, and Consultants are to be named as additional insureds on a primary, non-contributory basis.

The Contractor must furnish the Highland Park Housing Commission, 13725 John R., Highland Park, MI 48203, original Certificates of Insurance, or such similar evidence, to be in force on the date of any resultant Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of any resultant Contract. The receipt of any certificate does not constitute agreement by the HPHC that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the HPHC to obtain certificates or other insurance evidence from Contractor is not a waiver by the HPHC of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor must advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the HPHC retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Contractor shall provide the HPHC with a Certificate of Insurance naming the HPHC, its Officers, Employees, Agents, and Consultants as additional insureds for Workers Compensation, General Liability/Professional Liability, and Automobile Liability Insurance required under any resultant contractual agreement and shall provide the HPHC with the actual insurance policy endorsement. Certificates MUST be submitted within five days of Notification of Contract Award. The HPHC will not issue a fully executed copy of a Contract without receipt of the required insurance certificate meeting the requirements stated herein.

The insurance must provide for sixty (60) days prior written notice to be given to the HPHC in the event coverage is substantially changed, canceled, or non-renewed. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by the Contractor. The Contractor agrees that insurers waive their rights of subrogation against the HPHC, its employees, elected officials, agents, consultants, and/or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law. Any insurance or self-insurance programs maintained by the HPHC do not contribute with insurance provided by the Contractor under any resultant Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in a resultant Contract given as a matter of law.

The Contractor must require all Sub-consultants to provide the insurance required herein, or Contractor may provide the coverages for Sub-consultants. All Sub-consultants are subject to the same insurance requirements of Contractor unless otherwise specified. If Contractor or Sub-consultant desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

- j. Fee/Rate Proposal – **Fee/rate proposal must be submitted, via email, and may be submitted with the original proposal or in a separate email and** adhere to the attached format. The Fee/Rate Proposal shall, at a minimum, include the job titles as provided on the Attachment, no changes, or substitutions, and include

hourly rates only. Offerors may include additional job titles, if needed. Proposed hourly rates should include all overhead and appropriate expenses. **Profit shall be identified separately.** Escalation, if applicable, should be reflected as a percentage of the base year's fully burdened rates and shown as a percentage change that would apply in the option years. Please complete a separate form for any/all sub-consultants.

Please note, the Fee/Rate Proposal will not be included as part of the initial evaluation of the proposals as this is a Qualifications Based solicitation. Once a competitive range of offerors is identified through the evaluation process, then the hourly rates of the highest qualified offeror(s) will be reviewed and negotiated at that time.

Proposer shall fully read, comprehend and where applicable execute all attachments described in this solicitation.

SECTION IV – EVALUATION CRITERIA & SCORING

The HPHC shall make its selection based upon the evaluation criteria described below. The HPHC shall evaluate only those firms whose qualifications are responsive to the requirements of this RFQ. The Proposer(s) shall ensure that they fully address all of the items below in its response. The Evaluation Committee will evaluate and score each Proposer that is submitted as a complete response. Responses may receive a maximum score of 100 points subdivided as follows:

A. Experience of the Firm

Maximum of 30 points

Proposers shall demonstrate successful experience and capability in providing the services described in this Request for Qualifications. Proposers must submit written evidence of this demonstrated successful experience and ability in providing the resources necessary for the timely and efficient implementation of the HPHC's goals and objectives as described in this solicitation. Proposer must possess years of past experience in performing services similar to those requested herein and must provide a description of the organizations where the services took place.

Proposers shall clearly, logically, and concisely present the Proposer's knowledge and experience in Architectural and Engineering Services of all types, including but not limited to Architecture, Site and Land Planning, Structural Engineering, Mechanical Engineering, Electrical Engineering, Civil Engineering, Landscape Architecture, Cost Estimating and Construction Contract Administration. Proposer may be an individual or a business corporation, partnership, or a joint venture, financially sound and able to provide the Services being procured by the HPHC.

If Proposer has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, such firm shall disclose that information in its offer, which may be sufficient ground for disqualification. If the selected firm fails to disclose such information, and the HPHC discovers it thereafter, then the HPHC could disqualify the proposal or terminate the Contract.

Proposer must be in good standing with any Federal, State, or local government that has or has had a contracting relationship with the Proposer. Therefore, if a Federal, State, or local government entity has terminated any Contract with Proposer for deficiencies or defaults, that Proposer is not eligible to submit a response to this solicitation.

B. Experience of the Staff

Maximum 30 Points

The Proposer(s) must demonstrate successful experience and capability of the staff and sub-consultants proposed for this engagement in providing services described in this Request for Qualifications. Proposers shall provide written evidence that the services will be provided by experienced and qualified personnel, capable to perform the functions and responsibilities outlined in Section II Scope of Services. Proposer's staff must have years of previous experience in performing services similar to those requested herein.

The Proposer(s) shall submit an organizational chart showing the management/staff/administration of their office and a flow chart of key personnel (professional and technical staff) performing the services specified in the RFQ. Provide the individuals and titles of the persons who will fulfill the roles as identified in the **Fee/Rate Proposal Form**. Indicate the individual that will be the primary point of contact with the HPHC. It is required that any Team Member(s) identified in the submittal are firmly committed to the project.

The Proposer(s) and Team Member(s) shall provide a copy of chronological resumes for each of the key technical personnel that will be available to complete the services stated in this RFQ. Include a statement as to the local availability of these personnel. Provide copies of all applicable licenses/certifications/registrations for all personnel (Proposer and Team Members) performing the services contained in this RFQ.

C. Capacity**Maximum 25 points**

Demonstrated ability of the Proposer(s) to provide the resources necessary for the timely and efficient implementation of HPHC's goals and objectives as described in this solicitation. Due to the nature of this solicitation, capacity will also be evaluated on the Proposer's ability to provide the resources in an "on-call" and/or "as-requested" manner.

Proposer must submit written evidence of its ability to provide the resources necessary (human, equipment, office facilities, onsite availability and other) for the timely and efficient implementation of the HPHC's goals and objectives as described in this solicitation. Proposer and its Team Members must have the capability of communicating with the HPHC via the Internet, and able to transfer files in a format compatible to the HPHC.

The Proposer and Team Members will provide a list of their offices from which the majority of HPHC work will be performed. Key professional and technical staff proposed to work on any parts of HPHC projects must be able to visit the site when requested and/or necessary. Specialized expertise from outside offices utilized intermittently during the study, design or implementation of a complex project will be allowed.

D. M/W/DBE Participation**Maximum 10 points**

Demonstrated experience and/or commitment of the Proposer to assist the HPHC in meeting its requirements and goals related to M/W/DBE Participation. Proposer shall demonstrate its ability to utilize M/W/DBE firms on the resultant contract or any unrelated contract let by the proposer during the term of the resultant contract, as described in this Request for Qualifications.

Proposer may, itself, be an M/W/DBE firm (also referred to as 'Direct M/W/DBE Participation') and shall complete the attached *M/W/DBE Business Participation*.

Proposer may directly utilize on the resultant contract and for the duration of the resultant contract a M/W/DBE firm as subcontractor, and use of M/W/DBE firms is encouraged. Firm shall have the Sub-consultant complete the attached *M/W/DBE Subcontractor Affidavit*.

E. Section 3 Compliance**Maximum 5 points**

Demonstrated experience and/or commitment of the Proposer to assist the HPHC in meeting its requirement and goals related to the Section 3 Clause. The Proposer shall demonstrate the ability to comply with HUD's requirement for Economic Opportunities for Recipients of HUD Assistance.

Proposers shall describe how they intend to comply with HUD's requirement for Economic Opportunities for Recipients of HUD Assistance, per *Article E paragraph 1.12 of the Model Form of Agreement, Training and Employment Opportunities for Residents in the Project Area*.

SECTION V – PROCUREMENT & AWARD PROCESS

1. ADDENDUMS TO SOLICITATION

Any and all amendments to this Solicitation will be sent via email to all firms that requested an RFQ package. Respondents are responsible for obtaining any and all addenda. Respondents are encouraged to contact the HPHC to confirm whether or not amendments have been issued.

Notwithstanding any information that may be contained in the Solicitation and amendments thereto, Respondents are responsible for obtaining all information required, thus enabling them to submit responsive responses. Failure to obtain clarifications and/or addenda from the HPHC will not relieve the Respondent from being bound by any additional terms and/or conditions in the clarification and/or addenda. The HPHC will not be responsible for Respondent's failure to consider additional information contained therein in preparing the response.

2. SUBMISSION OF PROPOSALS AND/OR ADDENDUMS TO PROPOSALS; DEADLINES

Due to COVID-19 circumstances and protocols, proposals must be emailed to the following HPHC

Representative:

Bill Zarotny, Executive Director/Continental Management
bzarotny@mhthousing.net

The Highland Park Housing Commission
13725 John R.

Highland Park, MI 48203

ATTENTION: Bill Zarotny, Executive Director

Responses must be received at the above email address by the date and time on the cover of this RFQ. **Proposals that are not received by the deadline will not be accepted.**

Because the HPHC will be using email as the method of proposal delivery, responses will be date and time stamped immediately upon receipt to document their timeliness. Any Response received after the specified deadline shall be automatically considered rejected and will be responded to as such.

All proposals and accompanying materials become the property of the HPHC and will not be returned to the Respondent. Any confidential materials will be retained and secured until destroyed. All Respondents submitting a response must agree to honor the terms and conditions contained herein for a period of 90 business days. It is the responsibility of the Respondent to see that their proposal is received by the HPHC by the date and time set forth for the receipt of the responses.

Any changes to a Proposal must be received before the specified Proposal due date and time established for the delivery of the original Proposal except as identified in the Instructions to Offerors attached hereto.

3. EVALUATION AND AWARD PROCESS

A. Evaluation Process

HPHC will review each Proposal to determine if it is complete and if it is responsive to this Request for Qualifications. The HPHC may allow Proposers to correct minor deficiencies in their Proposals that do not materially affect their Proposal.

All Proposals determined to be complete and responsive will be provided to the HPHC Evaluation Committee. The HPHC's Evaluation Committee will evaluate the Proposals utilizing the criteria established in *SECTION IV. Evaluation Criteria & Scoring* for this Request for Qualifications.

The HPHC reserves the right to interview selected Proposers, request additional information from selected Proposers and/or negotiate terms and conditions with selected Proposers.

The HPHC will perform a responsibility review of the highest-qualified Proposer(s), which may include reference and financial background checks.

The HPHC will evaluate all of the proposals received against the evaluation factors set forth herein and select the most qualified proposals and rank them in numerical order, based on the aggregate of the evaluation factors. Once the proposals are ranked, the HPHC may invite the highest ranked firms to come to the HPHC's office for an oral presentation, or via teleconference due to COVID-19 protocols. At this time, Fee Proposals (consisting of job titles and applicable rates) will be reviewed and may be negotiated with the highest ranked offeror(s).

The HPHC may arrange for additional meetings to allow for evaluation and modification of the proposal, if necessary. After conducting a thorough review, the firms whose proposal and qualifications offer the best opportunity for the HPHC to achieve its objectives may be selected for negotiation of final pricing and contract terms and may be subject to the approval of the HPHC Board of Commissioners.

The HPHC shall not be responsible and will not reimburse any Proposer for any cost(s) associated with preparing a proposal or attending any pre-award meetings.

B. Award Process

The HPHC reserves the right to award one or multiple contracts to the highest-qualified, responsive, and responsible Proposer(s) who offer A/E Services as requested and deemed to be in the best interest of the HPHC.

A Proposal submitted by a Proposer does not constitute a contract, nor does it confer any rights on the Proposer to the award of a contract. A letter or other Notice of Award or of the intent to award shall not constitute a contract. A contract is not created until all required signatures are affixed to the contract.

ATTACHMENTS

ATTACHMENT A - HPHC BUILDING PROFILE

BUILDING PROFILE

The HPHC manages 198 low-income housing units, comprised of the following properties:

Highland Park Housing Commission						
Name	Property Address			Building Type	No. of Units	Yr. Built
	215 California	215	California	Single Family/Detached	1	1/1/1950
	126 Colorado	126	Colorado	Single Family/Detached	1	1/1/1950
	134 Colorado	134	Colorado	Single Family/Detached	1	1/1/1950
	166 Colorado	166	Colorado	Single Family/Detached	1	1/1/1950
	233 Colorado	233	Colorado	Single Family/Detached	1	1/1/1950
	91 Florence	91	Florence	Single Family/Detached	1	1/1/1950
	58 Grove	58	Grove	Single Family/Detached	1	1/1/1950
	87 Grove	87	Grove	Single Family/Detached	1	1/1/1950
	169 Grove	169	Grove	Single Family/Detached	1	1/1/1950
	186 Massachusetts	186	Massachusetts	Single Family/Detached	1	1/1/1950
	187 Pasadena	187	Pasadena	Single Family/Detached	1	1/1/1950
	234 Richton	234	Richton	Single Family/Detached	1	1/1/1950
	119 E. Buena Vista	119	E. Buena Vista	Single Family/Detached	1	7/16/1975
	139 E. Buena Vista	139	E. Buena Vista	Single Family/Detached	1	7/16/1975
	154 E. Buena Vista	154	E. Buena Vista	Single Family/Detached	1	7/16/1975
	174 E. Buena Vista	174	E. Buena Vista	Single Family/Detached	1	7/16/1975
	93 Cortland	93	Cortland	Semi Detached (Sep. entrances)	1	12/17/1975
	95 Cortland	95	Cortland	Semi Detached (Sep. entrances)	1	12/17/1975
	111 Cortland	111	Cortland	Single Family/Detached	1	8/28/1975
	305 Cortland	305	Cortland	Single Family/Detached	1	10/31/1975
	169 Connecticut	169	Connecticut	Single Family/Detached	1	8/28/1975
	93 Ford	93	Ford	Single Family/Detached	1	12/2/1975
	94 Ford	94	Ford	Single Family/Detached	1	12/2/1975
	37 E. Grand	37	E. Grand	Row or Townhouse (Sep. entrances)	1	10/31/1975
	39 E. Grand	39	E. Grand	Row or Townhouse (Sep. entrances)	1	10/31/1975
	41 E. Grand	41	E. Grand	Row or Townhouse (Sep. entrances)	1	10/31/1975
	43 E. Grand	43	E. Grand	Row or Townhouse (Sep. entrances)	1	10/31/1975
	45 E. Grand	45	E. Grand	Row or Townhouse (Sep. entrances)	1	10/31/1975
	47 E. Grand	47	E. Grand	Row or Townhouse (Sep. entrances)	1	10/31/1975
	49 E. Grand	49	E. Grand	Row or Townhouse (Sep. entrances)	1	10/31/1975
	51 E. Grand	51	E. Grand	Row or Townhouse (Sep. entrances)	1	10/31/1975
	53 E. Grand	53	E. Grand	Row or Townhouse (Sep. entrances)	1	10/31/1975
	109 W. Grand	109	W. Grand	Single Family/Detached	1	11/25/1975
	191 W. Grand	191	W. Grand	Single Family/Detached	1	11/25/1975
	201 W. Grand	201	W. Grand	Single Family/Detached	1	11/25/1975
	260 W. Grand	260	W. Grand	Multifamily/Walkup Apts (Shared Entrance)	6	4/15/1976
	13552 Hamilton	13552	Hamilton	Row or Townhouse (Sep. entrances)	1	1/5/1976
	13554 Hamilton	13554	Hamilton	Row or Townhouse (Sep. entrances)	1	1/5/1976
	13556 Hamilton	13556	Hamilton	Row or Townhouse (Sep. entrances)	1	1/5/1976
	13558 Hamilton	1558	Hamilton	Row or Townhouse (Sep. entrances)	1	1/5/1976
	319 Highland	219	Highland	Single Family/Detached	1	10/31/1975
	346 Highland	346	Highland	Single Family/Detached	1	10/31/1975
	393 Louise	393	Louise	Single Family/Detached	1	3/25/1976
	312 Moss	312	Moss	Single Family/Detached	1	3/30/1976
	169 Pasadena	169	Pasadena	Semi Detached (Sep. entrances)	1	12/2/1975
	171 Pasadena	171	Pasadena	Semi Detached (Sep. entrances)	1	12/2/1975
	182 Pasadena	182	Pasadena	Single Family/Detached	1	1/5/1976
	231 Pasadena	231	Pasadena	Single Family/Detached	1	12/17/1975
	242 Richton	242	Richton	Single Family/Detached	1	8/28/1975
	13905 Second	13905	Second	Row or Townhouse (Sep. entrances)	1	9/8/1975
	13907 Second	13907	Second	Row or Townhouse (Sep. entrances)	1	9/8/1975

ATTACHMENT A - HPHC BUILDING PROFILE

BUILDING PROFILE

The HPHC manages 198 low-income housing units, comprised of the following properties:

Highland Park Housing Commission						
Name	Property Address			Building Type	No. of Units	Yr. Built
	13909 Second	13909	Second	Row or Townhouse (Sep. entrances)	1	9/8/1975
	13911 Second	13911	Second	Row or Townhouse (Sep. entrances)	1	9/8/1975
	82 Sturtevant	82	Sturtevant	Single Family/Detached	1	11/17/1975
	13904 Third	13904	Third	Row or Townhouse (Sep. entrances)	1	10/20/1975
	13906 Third	13906	Third	Row or Townhouse (Sep. entrances)	1	10/20/1975
	13908 Third	13908	Third	Row or Townhouse (Sep. entrances)	1	10/20/1975
	13910 Third	13910	Third	Row or Townhouse (Sep. entrances)	1	10/20/1975
Tuxedo Building	257 Tuxedo	257	Tuxedo	Multifamily/Walkup Apts (Shared Entrance)	16	3/17/1976
Downes Manor	13725 John R	13725	John R	Elevator Structure	100	9/30/1974
	52 Tuxedo	52	Tuxedo	Single Family/Detached	1	7/27/1976
	197 Winona	197	Winona	Single Family/Detached	1	10/18/1976
Trumbull Building	12810 Trumbull	12810	Trumbull	Multifamily/Walkup Apts (Shared Entrance)	17	8/12/1976

ATTACHMENT B: FUNDING AVAILABILITY AND 5-YEAR CAPITAL ACTION PLAN

Capital Fund Program—Five-Year Action Plan

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/20011

Part I: Summary					
PHA Name/Number: HPHC M105		Locality (Highland Park, MI) Original 5-Year Plan Revision No:			
A.	Development Number and Name: M105 Highland Park Housing Commission	Work Statement for Year 1 FFY 2020	Work Statement for Year 2 FFY 2021	Work Statement for Year 3 FFY 2022	Work Statement for Year 4 FFY 2023
B.	Physical Improvements Subtotal	Annual Statement	\$1,434,025.00	\$266,217.00	\$266,217.00
C.	Management Improvements				
D.	PHA-Wide Non-dwelling Structures and Equipment				
E.	Administration		\$25,000.00	\$25,000.00	\$25,000.00
F.	Other	\$170,617.00			
G.	Operations		\$25,000.00	\$25,000.00	\$25,000.00
H.	Demolition	\$139,400.00	\$316,847.00		
I.	Development				
J.	Capital Fund Financing - Debt Service				
K.	Total CFP Funds	\$310,017.00	\$1,800,872.00	\$316,217.00	\$316,217.00
L.	Total Non-CFP Funds	\$	\$	\$	\$
M.	Grand Total	\$310,017.00	\$1,800,872.00	\$316,217.00	\$316,217.00

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2001

form HUD-50075.2 (4/2008)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2001

form HUD-50075.2 (4/2008)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2001

form HUD-50075.2 (4/2008)

Part II: Supporting Pages – Physical Needs Work Statement(s)						
Work Statement for Year 3 FFY 9/30/2022	Work Statement for Year 5 FFY 9/30/2022			Work Statement for Year 4 FFY 9/30/2023		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See	1406-Transfer to Operations	1	\$25,000.00			
Annual	1408-Transfer to Administration	1	\$25,000.00			
Statement	Duplexes - Exterior Walls per PNA (1460-Dwelling Structure)	See PNA	\$31,300.00			
	Duplexes - Piping & Valves per PNA (1460-Dwelling Structure)	See PNA	\$43,000.00			
	Duplexes Parking Lot Repair per PNA (1450-Site Improvement)	See PNA	\$20,000.00			
	Duplex Ceiling Repair per PNA (1460-Dwelling Structure)	See PNA	\$35,000.00			
	Duplex Flooring per PNA (1460-Dwelling Structure)	See PNA	\$38,900.00			
	Single Family Roof Repair per PNA (1460-Dwelling Structure)	See PNA	\$33,017.00			
	DM Lawn Irrigation (1450 - Site Improvement)	See PNA	\$4,500.00			
	DM Mold Mitigation (1460-Dwelling Structure)	See PNA	\$20,000.00			
	Trumbull Bldg - Sidewalk Repair (1450-Site Improvement)	See PNA	\$3,600.00			
	Walk Up's Buildings 260 W, Roadway repairs (1450-Site Improvement)	See PNA	\$7,800.00			
	Repair/replace fencing Walk Up's (1450 - Site Improvements)	See PNA	\$1,800.00			
	Walk Up's Landscaping (1450 - Site Improvements)	See PNA	\$4,000.00			
	DM Landscaping (1450 - Site Improvements)	4000	\$4,000.00			
	Duplex & Single Family Interior Wall Failure (1460-Dwelling Structure)	See PNA	\$8,800.00			
	Single Family Doors/Duplexes (1460-Dwelling Structure)	See PNA	\$10,500.00			
	Subtotal of Estimated Cost		\$316,217.00	Subtotal of Estimated Cost		\$0.00

ATTACHMENT C:

**PROPOSAL TO BE EXECUTED BY CORPORATION, PARTNERSHIP,
or SOLE PROPRIETER**

PROPOSAL TO BE EXECUTED BY A CORPORATION

The undersigned, hereby acknowledges having received a full set of Contract Documents, including, but not limited to, 1) General Conditions, 2) Special Conditions, 3) Contract Plans or Drawings (if applicable) 4) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFQ/RFQ), 5) Proposal Pages, 6) Certifications and 7) Addenda Nos. (none unless indicated here)

_____, and affirms that the corporation shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the corporation has taken express written exception thereto in the sections of this specification designated for that purpose.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (proposer) or prospective bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

NAME OF CORPORATION:

(Print or Type)

SIGNATURE OF PRESIDENT*:

(Or Authorized Staff)

TITLE OF SIGNATORY:

(Print or Type)

BUSINESS ADDRESS:

(Print or Type)

*Note: In the event that this proposal is signed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization, such as a resolution by the Board of Directors, which permits the person to sign the offer for the Corporation.

ATTEST:

Corporate Secretary Signature

PROPOSAL TO BE EXECUTED BY A PARTNERSHIP

The undersigned, hereby acknowledges having received a full set of Contract Documents, including, but not limited to, 1) General Conditions, 2) Special Conditions, 3) Contract Plans or Drawings (if applicable) 4) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFQ/RFQ), 5) Proposal Pages, 6) Certifications and 7) Addenda Nos. (none unless indicated here)

_____, and affirms that the partnership shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the partnership has taken express written exception thereto in the sections of this specification designated for that purpose.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (proposer) or prospective bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

BUSINESS NAME:

(Print or Type)

BUSINESS ADDRESS: _____

(Print or Type)

If you are operating under an assumed name, provide County certificate and registration number hereunder as provided pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), Public Acts of 1983 (limited partnerships), or Act 23, Public Acts of 1993 (limited liability companies), the undersigned execute the following certificate.

Registration Number: _____

SIGNATURES AND ADDRESSES OF ALL MEMBERS OF THE PARTNERSHIP

(If all General Partners do not sign, indicate authority of partner signatories by attaching copy of partnership agreement or other authorizing document):

Partner Signature: _____

Address:

PROPOSAL TO BE EXECUTED BY A SOLE PROPRIETOR

The undersigned, hereby acknowledges having received a full set of Contract Documents, including, but not limited to, 1) General Conditions, 2) Special Conditions, 3) Contract Plans or Drawings (if applicable) 4) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFQ/RFQ), 5) Proposal Pages, 6) Certifications and 7) Addenda Nos. (none unless indicated here)

_____, and affirms that the sole proprietor shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the sole proprietor has taken express written exception thereto in the sections of this specification designated for that purpose.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (proposer) or prospective bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

SIGNATURE OF PROPRIETOR: _____
(Signature)

DOING BUSINESS AS: _____
(Print or Type)

BUSINESS ADDRESS: _____
(Print or Type)

If you are operating under an assumed name, provide County certificate and registration number hereunder as provided pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), Public Acts of 1983 (limited partnerships), or Act 23, Public Acts of 1993 (limited liability companies), the undersigned execute the following certificate.

Registration Number: _____

Profile of Firm

This Form must be fully completed and placed in the appropriate portion of the firm's submission. This form is required for each Prime and potential sub-contractor.

Solicitation Number:

Solicitation Name:

1. Prime LI Sub-contractor LI

2. Name of Firm:

3. Telephone:

Fax:

4. Street Address, City, State, Zip:

5. Please **attach a brief statement** describing the company, including the following information:

- a. Year Firm Established
- b. Year Firm Established (in which state)
- c. Former Name and Year Established (if applicable)
- d. Name of Parent Company and Date Acquired (if applicable)

6. Nature of Disclosing Party:

LI Individual

LI Publicly registered business corporation

LI Privately held business corporation

LI Sole Proprietorship

LI General Partnership

LI Limited Partnership

LI Trust

LI Limited Liability Company

LI Limited Liability Partnership

LI Joint Venture

LI Not-for-profit Corporation

(Is the not-for-profit corporation

also a 501 c(3)? Yes LI No LI

LI Other:

7. Identify Principals/Partners in Firm (*attach an additional form if required*):

NAME	TITLE	% OF OWNERSHIP

8. Identify the individual(s) that will act as project managers and/or supervisory personnel that will work on projects.

NAME	TITLE

9. Identify all trades your firm provides. Attach a separate list if more.

10. Federal Tax ID No.: _____

11. Business License No.: _____

12. State of _____ License Type and No.: _____

13. Worker's Compensation Insurance Carrier: _____

Policy No.: _____ Expiration Date: _____

14. General Liability Insurance Carrier: _____

Policy No.: _____ Expiration Date: _____

15. Professional Liability Insurance Carrier: _____

Policy No.: _____ Expiration Date: _____

16. Automobile Liability Insurance Carrier: _____

Policy No.: _____ Expiration Date: _____

17. Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of Michigan, or any local government agency within or without the State of

Michigan? Yes LI No LI

If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status.

18. Non-Collusive Affidavit: The undersigned party submitting this proposal hereby certifies that such proposal is genuine and not collusive and that said proposer entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposal price, or that of any other proposer or to secure any advantage against the HPHC or any person interested in the proposed contract; and that all statements in said proposal are true.

Verification Statement: The below-signed proposer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the HPHC discovers that any information entered herein is false, that shall entitle the HPHC to not consider nor make award or to cancel any award with the undersigned party.

Signature

Date

Printed Name

Company

ATTACHMENT E

CERTIFICATION OF PROPOSER REGARDING DEBARMENT SUSPENSION AND OTHER RESPONSIBILITY MATTERS

(Proposer) { } certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- b. Have not within a three-year period preceding this bid been convicted of or had civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, thief, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification: and
- d. Have not within a three-year period preceding this bid had one or more public transaction (Federal, State or Local) terminated for cause or default.

If the Proposer is unable to certify to any of the statements in this certification, the Proposer shall attach an explanation to this certification.

(PROPOSER) { _____ } CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Date: _____ **PROPOSER:** _____

By:

(Printed Name)

(Signature) _____

(Title) _____

ATTACHMENT F

CERTIFICATION REGARDING LOBBYING

I, _____,
(Name and Title of Authorized Official)

Hereby Certify on Behalf of { _____ } that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with 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.
- b. If any funds other than 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 in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date:

PROPOSER:

By:

(Printed Name)

(Signature)

(Title)

ATTACHMENT F (continued)

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment of any lobby entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information in the space on the form is inadequate. Complete all items that apply for both the initial filing and material change reports. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobby activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or a subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is in the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee" then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFOA) number for grants, cooperation agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number: grant announcement number: the contract, grant or loan award number, the application/proposal control number assigned by the Federal agency. Include prefixes e.g., RFP-DE-90-00).
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual (s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual or will be made 9planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date (s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal Official (s) or employee (s) contacted of the officer (s) employee (s) or Member (s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet (s) is attached.
16. The certifying individual shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average thirty (30) minutes per response. Including time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other respect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-004-5), Washington, D.C. 20503.

ATTACHMENT F (continued)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Public Reporting Burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, researching existing data sources, gathering, and maintaining the data needed and completing and reviewing the collection of information. Please do not return your completed form to the Office of Management and Budget sent it to the address provided by the sponsoring agency.

1. Type of Federal Action: ____ a. contract ____ b. grant ____ c. cooperative agreement ____ d. loan ____ e. loan guarantee ____ f. loan insurance	2. Status of Federal Action: ____ a. bid/offer/application ____ b. initial award ____ c. post-award	3. Report Type: ____ a. initial filing ____ b. material change For Material Change Only year ____ quarter date of last report										
4. Name and Address of Reporting Entity: ____ Prime ____ Sub awardee Tier ____, if known:		5. If reporting entity in No. 4 if Sub awardee, enter name and address of Prime. Congressional District, if known:										
6. Federal Department/Agency:		6. Federal Program Name/Description: CFDA Number, if applicable:										
8. Federal Action Number, if known:		9. Award Amount, if known: \$										
10a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):		b. Individuals performing services (Include address if different from No. 10a) (last name, first name, MI):										
I. Information requested through this form is authorized by Sec 319, Pub L. 101-121, 103 Stat. 750, as amended by Sec. 10: Pub. L. 104-65, Stat 700 (31 U.S.C. 1352). This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the above when this transaction was made entered into. This disclosure is required pursuant to 31 U.S.A.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		<table border="1"> <tr> <td>Signature</td> <td>Print</td> </tr> <tr> <td colspan="2">Name</td> </tr> <tr> <td colspan="2">Title:</td> </tr> <tr> <td>Telephone</td> <td>No.:</td> </tr> <tr> <td colspan="2">Date:</td> </tr> </table>	Signature	Print	Name		Title:		Telephone	No.:	Date:	
Signature	Print											
Name												
Title:												
Telephone	No.:											
Date:												

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Standard Form LLL (1/96)

ATTACHMENT G

CONFLICTS OF INTEREST

(Proposer) { _____ } certifies that:

1. No employee, officer, or agent of HPHC participated in the selection, or in the award or administration of the Contractor's Agreement with HPHC, which would involve a conflict of interest, real or apparent. A conflict would arise when (i) an HPHC employee, officer or agent, (ii) any member of his or her immediate family, (iii) his or her parents, (iv) his or her business associates, or (v) an organization that employs, or is about to employ, any of the foregoing, receives a payment from the Proposer or any affiliate thereof, or has a financial or other interest in the Proposer or the Proposer's Agreement with HPHC.
2. Proposer shall not enter into any contract, subcontract or agreement with any officer, agent, or employee of HPHC during his or her tenure nor for one (1) year thereafter shall any officer, agent, or employee of HPHC have any interest, direct or indirect, in the Contract Agreement including the proceeds thereof.

Date: _____ **PROPOSER:** _____

By:

(Printed Name)

(Signature)

(Title)

ATTACHMENT H

NON-COLLUSIVE AFFIDAVIT

(Proposer/Bidder) { _____ } certifies to the best of its knowledge and belief, that:

The party making the foregoing Proposal or Bid, that such Proposal or Bid is genuine and not collusive or sham; that said Proposer or Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham or bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusions, or communication or conference, with any person, to fix the Proposal or Bid price or affiant or of any other Proposal or Bidder, or to secure any advantage against HPHC or any person interested in the proposed Contract; and that all statement in said Proposal or Bid are true.

If the Proposer/Bidder is unable to certify to any of the statements in this certification, the Proposer shall attach an explanation to this certification.

(PROPOSER/BIDDER) { _____ } CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

County of _____

State of _____

Acknowledged under oath on (date) _____

Before me by _____
(Printed Name)

(Signature)

As (title) _____

of (firm) _____

Notary Public Signature: _____

Commission expires: _____

(Seal)

ATTACHMENT I

SECTION 3 – ECONOMIC OPPORTUNITIES FOR RECIPIENTS OF HUD ASSISTANCE

Please provide, in a separate document labeled 'Statement of Section 3 Compliance' how your firm proposes to comply with the Section 3 Clause utilizing one of the options listed below. The document must be signed by the agent authorizing the submittal of the response document.

SECTION 3 CLAUSE

- 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 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 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's 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 applicant for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the Services shall begin.
- 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 Subcontractor 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. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, where not filled to circumvent the Contractor's obligations under 24 CFR part 75.
- F. Noncompliance with HUD 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.
- G. With respect to Services performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the Services to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of Contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Further information may be found on the U.S. Department of Housing and Urban Development's website at www.hud.gov and in the Code of Federal Regulations (24 CFR Part 75).

Signature _____ Date _____

ATTACHMENT J

SPECIAL MBE/WBE PARTICIPATION SUMMARY FORM

Instructions: This form is to be completed by the Bidder as statement of self-certification of MBE/WBE Participation under this Contract.

1. SMALL BUSINESS PARTICIPATION

Is the Vendor a Small Business as defined by the size standards in 13 CFR 121?

☐ Yes ☒ No ☐ N/A

2. MINORITY BUSINESS PARTICIPATION

Is the Vendor classified as a Minority Business Enterprise as defined in Art.2, Part C, of HUD-5369-C?

☐ Yes ☒ No ☐ N/A

☐ MINORITY TYPE:

- | | |
|---|--|
| <input type="checkbox"/> African American | Female African American |
| <input type="checkbox"/> Native American | Female Native American |
| <input type="checkbox"/> Hispanic | Female Hispanic |
| <input type="checkbox"/> Asian | Female Asian |
| Other: | <input type="checkbox"/> Female White American |

If "No", are any Subcontractors classified as Minority Business Enterprises?

☐ Yes ☒ No ☐ N/A

If "Yes", please fill in the following information:

(MBE) SUBCONTRACTOR'S FIRM	CONTRACT \$ VALUE	% OF FEE
	\$ _____	%
	\$ _____	%
	\$ _____	%
TOTAL	\$ _____	%

3. WOMEN-OWNED BUSINESS PARTICIPATION

Is the Vendor classified as a Woman-Owned Business Enterprise as defined in Art.2, Part C, of HUD-5369-C?

☐ Yes ☒ No ☐ N/A

If "No", are any Subcontractors classified as Women-Owned Business Enterprises?

☐ Yes ☒ No ☐ N/A

If "Yes", please fill in the following information:

(WBE) SUBCONTRACTOR'S FIRM	CONTRACT \$ VALUE	% OF FEE
	\$ _____	%
	\$ _____	%
	\$ _____	%
TOTAL	\$ _____	%

ATTACHMENT K

MBE/WBE SUBCONTRACTOR AFFIDAVIT

Instructions: This form is to be completed by MBE/WBE Sub Contractors being proposed for participation under this Contract.

Specification Number:

Project Description:

From: _____ MBE: Yes ☐ No ☐
(Name of MBE/WBE Firm) WBE: Yes ☐ No ☐
DBE: Yes ☐ No ☐

Name of Prime Contractor – To: _____

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification dated _____

The undersigned MBE/WBE firm is prepared to provide the following described goods and/or services or supply the following described goods and/or services in connection with the above-named project:

The above-described goods and/or services are offered for the following price and described terms of payment:

If more space is needed to fully describe the MBE/WBE firms proposed scope of work of work payment schedule, attach additional sheets.

The undersigned MBE/WBE firm will enter into a formal written agreement for the above-described goods and/or services with the Prime Contractor, conditioned upon Prime Contractor's execution of a contract with HPHC, and will do so within 3 business days of receipt of a signed contract from HPHC.

(Signature of Owner, President or Authorized Agent of MBE/WBE)

Name /Title (Print)

Phone

Fax/Email

ATTACHMENT L

NATURE OF DISCLOSING PARTY FORM

Instructions: Please complete form in its entirety. All applicable sections must be completed.

A. NATURE OF THE DISCLOSING PARTY:

- | | |
|---|---|
| <input type="checkbox"/> Individual | Limited liability company |
| <input type="checkbox"/> Publicly registered business corporation | Limited liability partnership |
| <input type="checkbox"/> Privately held business corporation | Joint venture |
| <input type="checkbox"/> Sole proprietorship | Not-for-profit corporation |
| <input type="checkbox"/> General partnership | (Is the not-for-profit also a 501©(3))? |
| <input type="checkbox"/> Limited partnership | Corporation? Yes or No) |
| Trust | |
| Other (please specify) _____ | |

B. Name of Disclosing Party:

Address: _____
Floor/Suite: _____
City: _____
State: _____
Zip Code: _____
Phone #: _____
Fax #: _____
Email: _____

REMIT TO INFORMATION (If different from above.)

Name of Disclosing Party: _____
Address: _____
Floor/Suite: _____
City: _____
State: _____
Zip Code: _____
Phone #: _____
Fax #: _____
Email: _____

C. Please identify the state or foreign country of incorporation or organization, if applicable:

D. For legal entities not organized in the State of Michigan, has the organization registered to do business in the State of Michigan as a foreign entity?

☐ Yes ☐ No ☐ N/A

E. Please list below the full names and titles of all Executive Officers and/or all Directors of the entity. If there are no such members, write "NO MEMBERS". For trusts, estates or other similar entities, list below the legal titleholder(s).

Name	Title
_____	_____
_____	_____
_____	_____

ATTACHMENT L (continued)

- F.** Please list below each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate, or other similar entity. If none, state "None".

Name	Business Address	Percentage Interest in the Disclosing Party
------	------------------	---

- G.** S.S. # OR TAX ID#: _____ *1099 EMPLOYEE: Yes No

- H.** Please list all TRADES your firm provides:

1.	6.
2.	7.
3.	8.
4.	9.
5.	10.

ATTACHMENT M

HUD FORM 5369-C

Instructions to Bidders (Non-Construction)

Certifications and Representations of Offerors Non-Construction Contract

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

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

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

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

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

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

5. Authorized Negotiators (RFPs only)

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

ATTACHMENT N

HUD FORM 5370-C
(General Conditions -NON-CONSTRUCTION)

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. 1/01/2014)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

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 \$100,000 - use Section I;
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) **Maintenance contracts** (including nonroutine maintenance), greater than \$100,000 - use Sections I and II.

Section I - Clauses for All Non-Construction Contracts greater than \$100,000

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 be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, 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
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

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

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

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise 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 public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

- (a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

- (b) Prohibition.

- (i) Section 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.

- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

(b) For purposes of paragraph (b)(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.

(ii) Any reasonable payment to a person, other than an officer or employee of a

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

(b) For purposes of subdivision (b)(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 agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and 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 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

ATTACHMENT O

MODEL FORM OF AGREEMENT BETWEEN OWNER AND DESIGN PROFESSIONAL

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

OMB Approval No. 2577-0157 (exp. 11/30/2023)

**Model Form of Agreement Between
Owner and Design Professional**

Model Form of Agreement Between Owner and Design Professional

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

OMB Approval No. 2577-0157
(exp. 3/31/2020)

Public reporting burden for this collection of information is estimated to average 3 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. 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. These contracts between a HUD grantee (housing agency (HA)) and an architect/engineer (A/E) for design and construction services do not require either party to submit any materials to HUD. The forms provide a contractual agreement for the services to be provided by the A/E and establishes responsibilities of both parties pursuant to the contract. The regulatory authority is 2 CFR 200. These contractual agreements are required by Federal law or regulation pursuant to 2 CFR Part 200. Signing of the contracts is required to obtain or retain benefits. The contracts do not lend themselves to confidentiality.

Table of Contents	Page
Introduction	3
Article A: Services	4
A. 1.0 Design Professional's Basic Services	4
A. 1.1 Areas of Professional's Basic Services	4
A. 1.2 Phases and Descriptions of Basic Services	4
A. 1.2.1 Schematic Design/Preliminary Study Phase	4
A. 1.2.2 Design Development Phase	4
A. 1.2.3 Bidding, Construction and Contract Document Phase	4
A. 1.2.4 Bidding and Award Phase	4
A. 1.2.5 Construction Phase	5
A. 1.2.6 Post Completion/Warranty Phase	5
A. 1.3 Time of Performance	5
A. 2.0 Design Professional's Additional Services	5
A. 2.1 Description of Additional Services	5
A. 2.2 Written Addendum or Contract Amendment	5
Article B: Compensation and Payment	6
B. 1.0 Basic Services	6
B. 1.1 Fixed Fee for Basic Services	6
B. 1.2 Payment Schedule	6
B. 2.0 Reimbursables	6
B. 2.1 Reimbursable Expenses	6
B. 2.1.1 Travel Costs	6
B. 2.1.2 Long-Distance Telephone Costs	6
B. 2.1.3 Delivery Costs	6
B. 2.1.4 Reproduction Costs	6
B. 2.1.5 Additional Reimbursables	6
B. 3.0 Additional Services	6
B. 3.1 Payment for Additional Services	6
B. 4.0 Invoicing and Payments	6
B. 4.1 Invoices	6
B. 4.2 Time of Payment	6
Article C: Responsibilities	6
C. 1.0 Design Professional's Responsibilities	6
C. 1.1 Basic Services	6
C. 1.2 Additional Services	6
C. 1.3 General Responsibilities	6
C. 1.4 Designing within Funding Limitations	7
C. 1.5 Compliance with Laws, Codes, Ordinances and Regulations	7
C. 1.6 Seal	7
C. 1.7 Attendance at Conferences	7
C. 2.0 Owner's Responsibilities	7
C. 2.1 Information	7
C. 2.2 Notice of Defects	7
C. 2.3 Contract Officer	7

C. 2.4 Duties to Furnish	7
C. 2.4.1 Survey and Property Restrictions	7
C. 2.4.2 Existing Conditions	7
C. 2.4.3 Waivers	7
C. 2.4.4 Minimum Wage Rates	7
C. 2.4.5 Tests	7
C. 2.4.6 Contract Terms	7
Article D: Contract Administration	8
D. 1.0 Prohibition of Assignment	8
D. 1.1 Ownership of Documents	8
D. 1.2 Substitutions	8
D. 1.3 Suspension	8
D. 1.4 Subcontracts	8
D. 1.5 Disputes	8
D. 1.6 Terminations	8
D. 1.7 Insurance	8
D. 1.8 Retention of Rights	8
Article E: Additional Requirements	8
E. 1.0 Contract Provisions Required by Federal Law or Owner Contract with the U.S. Department of Housing and Urban Development	8
E. 1.1 Contract Adjustments	8
E. 1.2 Additional Services	9
E. 1.3 Restrictive Drawings and Specifications	9
E. 1.4 Design Certification	9
E. 1.5 Retention and Inspection of Records	9
E. 1.6 Copyrights and Rights in Data	9
E. 1.7 Conflicts of Interest	9
E. 1.8 Disputes	9
E. 1.9 Termination	9
E. 1.10 Interest of Members of Congress	9
E. 1.11 Limitation of Payments to Influence Certain Federal Transactions	10
E. 1.12 Employment, Training and Contracting Opportunities for Low Income Persons, Section 3, HUD Act of 1968	10
E. 1.13 Reserved	10
E. 1.14 Clean Air and Water (Applicable to Contracts in excess of \$100,000)	11
E. 1.15 Energy Efficiency	11
E. 1.16 Prevailing Wages	11
E. 1.17 Non-applicability of Fair Housing Requirements in Indian Housing Authority Contracts	11
E. 1.18 Prohibition Against Liens	11
Article F: Other Requirements (If any)	11
Execution of Agreement	11
Addendum (If any)	1

Introduction to Agreement

Agreement

made as of the _____ day of _____ in the year (yyyy) of _____

Between the **Owner** (Name & Address)

and the **Design Professional** (Name, Address and Discipline)

For the following **Project** (Include detailed description of Project, Location, Address, Scope and Program Designation)

The Owner and Design Professional agree as set forth below.

Article A: Services

A 1.0 Design Professional's Basic Services

A. 1.1 Areas of Professional's Basic Services. Unless revised in a written addendum or amendment to this Agreement, in plan-ning, designing and administering construction or rehabilitation of the Project, the Design Professional shall provide the Owner with professional services in the following areas:

- o Architecture
- o Site Planning
- o Structural Engineering
- o Mechanical Engineering
- o Electrical Engineering
- o Civil Engineering
- o Landscape Architecture
- o Cost Estimating
- o Construction Contract Administration

A 1.2 Phases and Descriptions of Basic Services.

A. 1.2.1 Schematic Design/Preliminary Study Phase. After receipt of a Notice to Proceed from the Owner, the Design Professional shall prepare and deliver Schematic Design/Preliminary Study Documents. These documents shall consist of a presentation of the complete concept of the Project, including all major elements of the building(s), and site design(s), planned to promote economy both in construction and in administration and to comply with current program and cost limitations. The Design Professional shall revise these documents consistent with the requirements and criteria established by the Owner to secure the Owner's written approval. Additionally, the Design Professional shall make an independent assessment of the accuracy of the information provided by the Owner concerning existing conditions. Documents in this phase shall include:

- o Site plan(s)
- o Schedule of building types, unit distribution and bedroom count
- o Scale plan of all buildings, and typical dwelling units
- o Wall sections and elevations
- o Outline specifications
- o Preliminary construction cost estimates
- o Project specific analysis of codes, ordinances and regulations
- o Three dimensional line drawings

A. 1.2.2 Design Development Phase. After receipt of written approval of Schematic Design/Preliminary Study Documents, the Design Professional shall prepare and submit to the Owner Design Development Documents. The Design Professional shall revise these documents consistent with the requirements and criteria established by the Owner to secure the Owner's written approval. These documents shall include the following:

- o Drawings sufficient to fix and illustrate project scope and character in all essential design elements
- o Outline specifications
- o Cost estimates and analysis
- o Recommendations for phasing of construction
- o Site plan(s)
- o Landscape plan
- o Floor plans
- o Elevations, building and wall sections
- o Updated three dimensional line drawings
- o Engineering drawings

A. 1.2.3 Bidding, Construction and Contract Document Phase. After receipt of the Owner's written approval of Design Development Documents, the Design Professional shall prepare Construction Documents. After consultation with the Owner and Owner's attorney, if requested by the owner, the Design Professional shall also prepare and assemble all bidding and contract documents. The Design Professional shall revise these Bidding, Construction and Contract documents consistent with the requirements and criteria established by the Owner to secure the Owner's written approval. They shall, include in a detailed, manner all work to be performed; all material; workmanship; finishes and equipment required for the architectural, structural, mechanical, electrical, and site work; survey maps furnished by Owner; and direct reproduction of any logs and subsurface soil investigations. These documents shall include:

- o Solicitation for Bids
- o Form of Contract
- o Special Conditions
- o General Conditions
- o Technical Specifications
- o Plans and drawings
- o Updated cost estimates

A. 1.2.4 Bidding and Award Phase. After written approval of Bidding, Construction and Contract Documents from the Owner, the Design Professional shall assist in administering the bidding and award of the Construction Contract. This shall include:

- o Responding to inquires
- o Drafting and issuing addendum approved by Owner
- o Attending prebid conference(s)
- o Attending public bid openings
- o Reviewing and tabulating bids
- o Recommending list of eligible bids
- o Recommending award
- o Altering drawings and specifications as often as required to award within the Estimated Construction Contract Cost

A. 1.2.5 Construction Phase. After execution of the Construction Contract, the Design Professional shall in a prompt and timely manner administer the Construction Contract and all work re-quired by the Bidding, Construction and Contract Documents. The Design Professional shall endeavor to protect the Owner against defects and deficiencies in the execution and performance of the work. The Design Professional shall:

- o Administer the Construction Contract.
- o Conduct pre-construction conference and attend dispute resolution conferences and other meetings when requested by the Owner.
- o Review and approve contractor's shop drawings and other submittals for conformance to the requirements of the contract documents.
- o At the Owner's written request, and as Additional Service, procure testing from qualified parties.
- o Monitor the quality and progress of the work and furnish a written field report ☐ weekly, ☐ semi monthly, ☐ monthly, or ☐ This service shall be limited to a period amounting to 110% of the construction period as originally established under the construction contract unless construction has been delayed due to the Design professional's failure to properly perform its duties and responsibilities. The Owner may direct additional monitoring but only as Additional Services.
- o Require any sub-consultant to provide the services listed in this section where and as applicable and to visit the Project during the time that construction is occurring on the portion of the work related to its discipline and report in writing to the Design Professional.
- o Review, approve and submit to Owner the Contractor Requests for Payment.
- o Conduct all job meetings and record action in a set of minutes which are to be provided to the Owner.
- o Make modifications to Construction Contract Documents to correct errors, clarify intent or to accommodate change orders.
- o Make recommendations to Owner for solutions to special problems or changes necessitated by conditions encountered in the course of construction.
- o Promptly notify Owner in writing of any defects or deficiencies in the work or of any matter of dispute with the Contractor.
- o Negotiate, prepare cost or price analysis for and counter-sign change orders.
- o Prepare written punch list, certificates of completion and other necessary construction close out documents.
- o Prepare a set of reproducible record prints of Drawings showing significant changes in the work made during construction, including the locations of underground utilities and appurtenances referenced to permanent surface improvements, based on marked-up prints, drawings and other data furnished by the contractor to the Design Professional.

A. 1.2.6 Post Completion/Warranty Phase. After execution of the Certificate of Completion by the Owner, the Design Professional shall:

- o Consult with and make recommendations to Owner during warranties regarding construction, and equipment warranties.
- o Perform an inspection of construction work, material, systems and equipment no earlier than nine months and no later than ten months after completion of the construction contract and make a written report to the Owner. At the Owner's request, and by Amendment to the Additional Services section of this contract, conduct additional warranty inspections as Additional Services.
- o Advise and assist Owner in construction matters for a period up to eighteen months after completion of the project, but such assistance is not to exceed forty hours of service and one nonwarranty trip away from the place of business of the Design Professional.

A. 1.3 Time of Performance. The Design Professional's schedule for preparing, delivering and obtaining Owner's approval for Basic Services shall be as follows:

- o Schematic Design/Preliminary Study Documents within _____ calendar days for the date of the receipt of a Notice to Proceed.
- o Design Development Documents within _____ calendar days from the date of receipt of written approval by the Owner of Schematic Design/Preliminary Study documents.
- o Bidding, Construction and Contract Documents within _____ calendar days from the date of receipt of written approval by the Owner of Design Development Documents.

A. 2.0 Design Professional's Additional Services

A. 2.1 Description of Additional Services. Additional Services are all those services provided by the Design Professional on the Project for the Owner that are not defined as Basic Services in Article A, Section 1.2 or otherwise required to be performed by the Design Professional under this Agreement. They include major revisions in the scope of work of previously approved drawings, specifications and other documents due to causes beyond the control of the Design Professional and not due to any errors, omissions, or failures on the part of the Design Professional to carry out obligations otherwise set out in this Agreement.

A. 2.2 Written Addendum or Contract Amendment. All additional services not already expressly required by this agreement shall be agreed to through either a written addendum or amendment to this Agreement.

Article B: Compensation and Payment B.

1.0 Basic Services

B. 1.1 Fixed Fee for Basic Services. The Owner will pay the Design Professional for Basic Services performed as defined by A.1.2, a Fixed Fee (stipulated sum) of \$ _____ plus Reimbursable Expenses identified in Article B.2.0. Such

payment shall be compensation for all Basic Services required, performed, or accepted under this Contract.

B. 1.2 Payment Schedule. Progress payments for Basic Services for each phase of work shall be made in proportion to services performed as follows:

Phase	Amount
Schematic Design/Preliminary Study Phase	\$ _____
Design Development Phase	\$ _____
Bidding, Construction & Contract Document Phase	\$ _____
Bidding & Award Phase	\$ _____
Construction Phase	\$ _____
Post Completion/ Warranty Phase	\$ _____
Total Basic Services	\$ _____

B. 2.0 Reimbursables

B. 2.1 Reimbursable Expenses. The Owner will pay the Design Professional for the Reimbursable Expenses listed below up to a Maximum Amount of \$ _____ Reimbursable Expenses are in addition to the Fixed Fee for Basic Services and are for certain actual expenses incurred by the Design Professional in connection with the Project as enumerated below.

B. 2.1.1 Travel Costs. The reasonable expense of travel costs incurred by the Design Professional when requested by Owner to travel to a location that lies outside of a 45 mile radius of either the Project site, Design Professional's office (s), and Owner's office.

B. 2.1.2 Long Distance Telephone Costs. Long distance tele-phone calls and long distance telefax costs.

B. 2.1.3 Delivery Costs. Courier services and overnight delivery costs.

B. 2.1.4 Reproduction Costs. Reproduction and postage costs of required drawings, specifications, Bidding and Contract documents, excluding the cost of reproductions for the Design Professional or Subcontractor's own use.

B. 2.1.5 Additional Reimbursables. The Design Professional and Owner may agree in an addendum or amendment to this Agreement to include certain other expenses not enumerated above as Reimbursable Expenses. These Reimbursables shall not be limited by the Maximum Amount agreed to above. A separate Maximum Amount for these Reimbursables shall be established.

B. 3.0 Additional Services

B. 3.1 Payment for Additional Services. The Owner will pay the Design Professional only for Additional Services agreed to in an addendum or amendment to this Agreement executed by the Owner and the Design Professional pursuant to A.2. Payment for all such Additional Services shall be in an amount and upon the terms set out in such amendment or addendum and agreed upon by the parties. Each such amendment or addendum shall provide for a fixed price or, where payment for such Additional Services is to be on an hourly basis or other unit pricing method, for a

maximum amount; each such amendment or addendum shall also provide for a method of payment, including, at a minimum, whether payment will be made in partial payments or in lump sum and whether it will be based upon percentage of completion or services billed for.

B. 4.0 Invoicing and Payments

B. 4.1 Invoices. All payments shall require a written invoice from the Design Professional. Invoices shall be made no more frequently than on a monthly basis. Payments for Basic Services shall be in proportion to services completed within each phase of work. When requesting such payment, the invoice shall identify the phase and the portion completed. All invoices shall state the Agreement, name and address to which payment shall be made, the services completed and the dates of completion, and whether the invoice requests payment for Basic Services, Reimbursable or Additional Services. Invoices seeking payment for Reimbursable or Additional Services must provide detailed documentation.

B. 4.2 Time of Payment. Upon the Design Professional's proper submission of invoices for work performed or reimbursable expenses, the Owner shall review and, if the work is in conformance with the terms of the Agreement, make payment within thirty days of the Owner's receipt of the invoice.

Article C: Responsibilities

C. 1.0 Design Professional's Responsibilities

C. 1.1 Basic Services. The Design Professionals shall provide the Basic Service set out in Article A.1.0.

C. 1.2 Additional Services. When required under this Agreement or agreed to as set out in A.2.0, the Design Professional shall provide Additional Services on the Project.

C. 1.3 General Responsibilities. The Design Professional shall be responsible for the professional quality, technical accuracy, and coordination of all designs, drawings, specifications, and other services, furnished by the Design Professional under this Agreement. The Owner's review, approval, acceptance of, or payment for Design Professional services shall not be construed as a waiver of any rights under this Agreement or of any cause of action for damages caused by Design Professional's negligent performance under this Agreement. Furthermore, this Agreement does not restrict or limit any rights or remedies otherwise afforded the Owner or Design Professional by law.

C. 1.4 Designing Within Funding Limitations. The Design Professional shall perform services required under this Contract in such a manner so as to cause an award of a Construction Contract(s) that does not exceed (1) \$ _____ or (2) an amount to be provided by the Owner in writing to the Design Professional prior to the commencement of Design Professional services. This fixed limit shall be called the Maximum Construction Contract Cost. The amount may be increased by the Owner, but only with written notice to the Design Professional. If the increase results in a change to the scope of work, an amendment to this Agreement will be required. The Design Professional and the Owner may mutually agree to decrease the Maximum Construction Contract Cost, but only by signing a written amendment to this Agreement. Should bids for the Construction Contract(s) exceed the Maximum Construction Contract Cost, the Owner has the right to require the Design Professional to perform redesigns,

rebids and other services necessary to cause an award of the Construction Contract within the Maximum Construction Contract Cost without additional compensation or reimbursement.

C. 1.5 Compliance with Laws, Codes, Ordinances and Regulations. The Design Professional shall perform services that conform to all applicable Federal, State and local laws, codes, ordinances and regulations except as modified by any waivers which may be obtained with the approval of the Owner. The Design Professional shall certify that Contract Documents will conform to all applicable laws, codes, ordinances and regulations. The Design Professional shall prepare all construction documents required for approval by all governmental agencies having jurisdiction over the project. The Design Professional shall make all changes in the Bidding and Construction Documents necessary to obtain governmental approval without additional compensation or reimbursement, except in the following situations. If subsequent to the date the Owner issues a notice to proceed, revisions are made to applicable codes or non-federal regulations, the Design Professional shall be entitled to additional compensation and reimbursements for any additional cost resulting from such changes. The Design Professional, however, is obligated to notify the Owner of all significant code or regulatory changes within sixty (60) days of their change, and such notification shall be required in order for the Design Professional to be entitled to any additional compensation or reimbursement. Both the owner and design professional are responsible for ensuring that the design and construction comply with any applicable accessibility laws, including the Fair Housing Act (see 24 C.F.R. § 100.205), Sect. 504 of the Rehabilitation Act (Sect. 504), and the Americans with Disabilities Act (ADA). Compliance with Sect. 504 requires adherence to the Uniform Federal Accessibility Standards (See <https://www.access-board.gov/guidelines-and-standards/buildings-and-sites/about-the-aba-standards/ufas>) and compliance with the ADA requires adherence to the 2010 ADA standards (See https://www.ada.gov/reg2010/2010ADASTandards/2010ADASTandards_prt.pdf).

C. 1.6 Seal. Licensed Design Professionals shall affix their seals and signatures to drawings and specifications produced under this Agreement when required by law.

C. 1.7 Attendance at Conferences. The Design Professional or designated representative shall attend project conferences and meetings involving matters related to basic services covered under this contract. Attendance at community wide meetings shall be considered an additional service.

C. 2.0 Owner's Responsibilities

C. 2.1 Information. The Owner shall provide information regarding requirements for the project, including a program that shall set forth the Owner's objectives and schedule. The Owner shall also establish and update the Maximum Construction Cost. This shall include the Owner's giving notice of work to be performed by the Owner or others and not included in the Construction Contract for the Project. The Design Professional, however, shall be responsible to ascertain and know federal requirements and limitations placed on the Project.

C. 2.2 Notice of Defects. If the Owner observes or otherwise becomes aware of any fault or defect in the construction of the project or nonconformance with the Construction Contract, the Owner shall give prompt written notice of those faults, defects or nonconformance to the Design Professional.

C.2.3 Contract Officer. The Owner shall designate a Contract Officer authorized to act on its behalf with respect to the design and construction of the Project. The Contract Officer shall examine documents submitted by the Design Professional and shall promptly render decisions pertaining to those documents so as to avoid unreasonably delaying the progress of the Design Professional's work.

C. 2.4 Duties to Furnish. The Owner shall provide the Design Professional the items listed below.

C. 2.4.1 Survey and Property Restrictions. The Owner shall furnish topographic, property line and utility information as and where required. The Owner may at its election require the Design Professional to furnish any of these items as an Additional Service.

C. 2.4.2 Existing Conditions. The Owner shall provide the Design Professional any available "built drawings of buildings or properties, architect surveys, test reports, and any other written information that it may have in its possession and that it might reasonably assume affects the work.

C. 2.4.3 Waivers. The Owner shall provide the Design Professional information it may have obtained on any waivers of local codes, ordinances, or regulations or standards affecting the design of the Project.

C. 2.4.4 Minimum Wage Rates. The Owner shall furnish the Design Professional the schedule of minimum wage rates approved by the U.S. Secretary of Labor for inclusion in the solicitation and Contract Documents.

C. 2.4.5 Tests. When expressly agreed to in writing by both the Owner and the Design Professional, the Owner shall furnish the Design Professional all necessary structural, mechanical, chemical or other laboratory tests, inspections and reports required for the Project.

C. 2.4.6 Contract Terms. The Owner or its legal counsel may provide the Design Professional text to be incorporated into Bidding and Construction Contract Documents.

Article D: Contract Administration

D. 1.0 Prohibition of Assignment. The Design Professional shall not assign, subcontract, or transfer any services, obligations, or interest in this Agreement without the prior written consent of the Owner. Such consent shall not unreasonably be withheld when such assignment is for financing the Design Professional's performance.

D. 1.1 Ownership of Documents. All drawings, specifications, studies and other materials prepared under this contract shall be the property of the Owner and at the termination or completion of the Design Professional's services shall be promptly delivered to the Owner. The Design Professional shall have no claim for further employment or additional compensation as a result of exercise by the Owner of its full rights of ownership. It is understood, however, that the Design Professional does not represent such data to be suitable for re-use on any other project or for any other purpose. If the Owner re-uses the subject data without the Design Professional's written verification, such re-use will be at the sole risk of the Owner without liability to the Design Professional.

D. 1.2 Substitutions.

A. The Design Professional shall identify in writing principals and professional level employees and shall not substitute or replace principals or professional level employees without the prior approval of the Owner which shall not unreasonably be withheld.

B. The Design Professional's personnel identified below are considered to be essential to the work effort. Prior to diverting or substituting any of the specified individuals, the Design Professional shall notify the Owner reasonably in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the contract. No diversion or substitution of such key personnel shall be made by the Design professional without the prior written consent of the Owner.

D. 1.3 Suspension. The Owner may give written notice to the Design Professional to suspend work on the project or any part thereof. The Owner shall not be obligated to consider a claim for additional compensation if the Design Professional is given written notice to resume work within 120 calendar days. If notice to resume work is not given within 120 calendar days, the Design Professional shall be entitled to an equitable adjustment in compensation.

D. 1.4 Subcontracts. The Design Professional will cause all applicable provisions of this Agreement to be inserted in all its subcontracts.

D. 1.5 Disputes. In the event of a dispute arising under this Agreement, the Design Professional shall notify the Owner promptly in writing and submit its claim in a timely manner. The Owner shall respond to the claim in writing in a timely manner. The Design Professional shall proceed with its work hereunder in compliance with the instructions of the Owner, but such compliance shall not be a waiver of the Design Professional's rights to make such a claim. Any dispute not resolved by this procedure may be determined by a court of competent jurisdiction or by consent of the Owner and Design Professional by other dispute resolution methods.

D. 1.6 Termination. The Owner may terminate this Agreement for the Owner's convenience or for failure of the Design Professional to fulfill contract obligations. The Owner shall terminate by delivering to the Design Professional a Notice of Termination specifying the reason therefore and the effective date of termination. Upon receipt of such notice, the Design Professional shall immediately discontinue all services affected and deliver to the Owner all information, reports, papers, and other materials accumulated or generated in performing this contract whether completed or in process. If the termination is for convenience of the Owner, the Owner shall be liable only for payment for accepted services rendered before the effective date of termination.

D. 1.7 Insurance. The Design professional shall carry Commercial or Comprehensive General Liability Insurance, Professional Liability Insurance (for a period extending two years past the date of completion of construction), and other insurance as are required by law, all in minimum amounts as set forth below. The Design Professional shall furnish the Owner certificates of insurance and they shall state that a thirty day notice of prior cancellation or change will be provided to the Owner. Additionally, the Owner shall be an additional insured on all Commercial or Comprehensive General liability policies.

Insurance	Limits or Amount

D. 1.8 Retention of Rights. Neither the Owner's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Design Professional shall be and remain liable to the Owner in accordance with the applicable law for all damages to the Owner caused by the Design professional's negligent performance of any of the services furnished under this contract.

Article E: Additional Requirements

E. 1.0 Contract Provisions Required by Federal Law or Owner Contract with the U.S. Department of Housing and Urban Development (HUD).

E. 1.1 Contract Adjustments. Notwithstanding any other term or condition of this Agreement, any settlement or equitable adjustment due to termination, suspension or delays by the Owner shall be negotiated based on the cost principles stated at 48 CFR Subpart 31.2 and conform to the Contract pricing provisions of 2 CFR 200.

E. 1.2 Additional Services. The Owner shall perform a cost or price analysis as required by 2 CFR 200 prior to the issuance of a contract modification/amendment for Additional Services. Such Additional Services shall be within the general scope of services covered by this Agreement. The Design Professional shall provide supporting cost information in sufficient detail to permit the Owner to perform the required cost or price analysis.

E. 1.3 Restrictive Drawings and Specifications. In accordance with 2 CFR 200 and contract agreements between the Owner and HUD, the Design Professional shall not require the use of materials, products, or services that unduly restrict competition.

E. 1.4 Design Certification. Where the Owner is required by federal regulations to provide HUD a Design Professional certification regarding the design of the Projects (24 CFR 905), the Design Professional shall provide such a certification to the Owner.

E. 1.5 Retention and Inspection of Records. Pursuant to 2 CFR 200, access shall be given by the Design Professional to the Owner, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the Design Professional which are directly pertinent to that specific Contract for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after the Owner or Design Professional and other subgrantees make final payments and all other pending matters are closed.

E. 1.6 Copyrights and Rights in Data. HUD has no regulations pertaining to copyrights or rights in data as provided in 2 CFR 200. HUD requirements, Article 45 of the General Conditions to the Contract for Construction (form HUD-5370) requires that contractors pay all royalties and license fees. All drawings and specifications prepared by the Design Professional pursuant to this contract will identify any applicable patents to enable the general contractor to fulfil the requirements of the construction contract.

E. 1.7 Conflicts of Interest. Based in part on federal regulations (2 CFR 200 and Contract agreement between the Owner and HUD, no employee, officer, or agent of the Owner (HUD grantee) shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his or her immediate family,
- (iii) His or her partner, or
- (iv) An organization that employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, or parties to sub-agreements. Grantees and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents or by Contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Neither the Owner nor any of its contractors or their subcontractors shall enter into any Contract, subcontract, or agreement, in connection with any Project or any property included or planned to be included in any Project, in which any member, officer, or employee of the Owner, or any member of the governing body of the locality in which the Project is situated, or any member of the governing body of the locality in which the Owner was activated, or in any other public official of such locality or localities who exercises any responsibilities or functions with respect to the Project during his/her tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee of the Owner, or any such governing body member or such other public official of such locality or localities involuntarily acquires or had acquired prior to the beginning of

his/her tenure any such interest, and if such interest is immediately disclosed to the Owner and such disclosure is entered upon the minutes of the Owner, the Owner, with the prior approval of the Government, may waive the prohibition contained in this subsection: Provided, That any such present member, officer, or employee of the Owner shall not participate in any action by the Owner relating to such contract, subcontract, or arrangement.

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

E. 1.8 Disputes. In part because of HUD regulations (2 CFR 200, this Design Professional Agreement, unless it is a small purchase contract, has administrative, contractual, or legal remedies for instances where the Design Professional violates or breaches Agreement terms, and provide for such sanctions and penalties as may be appropriate.

E. 1.9 Termination. In part because of HUD regulations (2 CFR 200), this Design Professional Agreement, unless it is for an amount of \$10,000 or less, has requirements regarding termination by the Owner when for cause or convenience. These include the manner by which the termination will be effected and basis for settlement.

E. 1.10 Interest of Members of Congress. Because of Contract agreement between the Owner and HUD, 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 from it.

E. 1.11 Limitation of Payments to Influence Certain Federal Transaction. The Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions Act, Section 1352 of Title 31 U.S.C., provides in part that no appropriated funds may be expended by recipient of a federal contract, grant, loan, or cooperative agreement to pay any person, including the Design Professional, for influencing or attempting to influence an officer or employee 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.

E. 1.12 Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

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

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and 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 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. Reserved.

H. Reserved.

E. 1.13 Reserved.

E. 1.14 Clean Air and Water. (Applicable to contracts in excess of \$150,000). Because of 2 CFR 200) and Federal law, the Design Professional shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857h-4 transferred to 42 USC § 7607, section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), on all contracts, subcontracts, and subgrants of amounts in excess of \$150,000.

E. 1.15 Energy Efficiency. Pursuant to Federal regulations (2 CFR 200) and Federal law, except when working on an Indian housing authority Project on an Indian reservation, the Design Professional shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163 codified at 42 U.S.C.A. § 6321 et. seq.).

E. 1.16 Prevailing Wages. In accordance with Section 12 of the U.S. Housing Act of 1937 (42 U.S.C. 1437j) the Design Professional shall pay not less than the wages prevailing in the locality, as determined by or adopted (subsequent to a determination under applicable State or local law) by the Secretary of HUD, to all architects, technical engineers, draftsmen, and technicians.

E. 1.17 Non-applicability of Fair Housing Requirements in Indian Housing Authority Contracts. Pursuant to 24 § CFR Part 1, title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), which prohibits discrimination on the basis of race, color or national origin in federally assisted programs, and the Fair Housing Act (42 U.S.C. 3601-3620), which prohibits discrimination based on race, color, religion, sex, national origin, disability, or familial status in the sale or rental of housing do not apply to Indian Housing Authorities established by exercise of a Tribe's powers of self-government. Pursuant to 24 CFR § 1000.12, other civil rights statutes do apply to Indian Housing Authorities such as, Section 504, the Indian Civil Rights Act, and the Age Discrimination Act. (29 USC 794; 25 USC 1301.1303; and 42 USC 6101-6107 respectively).

E. 1.18 Prohibition Against Liens. The Design professional is Prohibited from placing a lien on the Owner's property. This prohibition shall be placed in all design professional subcontracts.

Article F: Other Owner Requirements (if any)

(Continue on additional pages as necessary)

This Agreement is entered into as of the day and year first written above.

Owner

Design Professional

(Housing Authority)

(Firm)

(Signature)

(Signature)

(Print Name)

(Print Name)

(Print Title)

(Print Title)

Addendum (If any)

(Additional Services and other modifications)

This is an Addendum to a Standard Form of Agreement between Owner and Design Professional signed and dated the _____ day of _____ in the year (yyyy) of _____ between the Owner _____ and Design Professional _____ on Project _____. The parties to that Agreement agree to modify the Agreement by the above delineated Additional Services and modifications.

This Addendum is dated this _____ day of _____ in the year (yyyy) of _____
Owner _____ Design Professional _____

(Housing Authority)

(Firm)

(Signature)

(Signature)

(Print Name)

(Print Name)

(Print Title)

(Print Title)

ATTACHMENT P

HUD TABLE 5.1 MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES* OTHER THAN CONSTRUCTION

The following contract clauses are required in contracts pursuant to **24 CFR 85.36(I) AND Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act**. HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The Public Housing Authority (PHA) and Contractor are also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

Examination and Retention of Contractor's Records. The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three 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.

Right in Data and Patent Rights (Ownership and Proprietary Interest). The PHA 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 the Contract.

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.

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.

Termination for Cause for Convenience (contract of \$10,000 or more).

- (a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA 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: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.
- (b) If the termination is for the convenience of the PHA, the PHA 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 (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract of otherwise, and the Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

***SMALL PURCHASES = \$0.00 to \$100,000.00**

ATTACHMENT Q**FEE PROPOSAL**

Name	Job Title	Base Hour Rate	O/H and Fringe Benefits	Hourly Billing Rates	Profit	Total Hourly Billing
	Principal					
	Project Executive					
	Project Manager					
	Licensed Architect					
	Architect					
	Intern/Planner					
	Professional Engineer					
	Engineering Intern					
	CADD Operator					
	Cost Estimator					
	Field					
	Clerical					

Reimbursables:

Mileage: \$ /mile
Food during travel: \$
Air Travel: \$
Hotel: \$
Rental car: \$
Parking: \$
Computerized plots: in color, 24"x36": \$
Photocopies: 8-1/2"x11" b&w (including copies of emails for file) \$ each
Photocopies: 11"x17" b&w: \$
Courier service: 9x12: \$
Courier service: (FedExPak): \$
Courier service: (drawing tube): \$
US Postal Service Mail: 8x10 envelope: \$
US Postal Service Mail: 9x12 envelope: \$

Date: _____

PROPOSER:By: _____
(Printed Name)_____
(Signature)_____
(Title)

ATTACHMENT R
REFERENCES SHEET

Firm Name:

Date:

Company Name: _____

Company Address: _____

Contact Name/Title: _____

Telephone Number: _____ Email Address: _____

Company Name: _____

Company Address: _____

Contact Name/Title: _____

Telephone Number: _____ Email Address: _____

Company Name: _____

Company Address: _____

Contact Name/Title: _____

Telephone Number: _____ Email Address: _____

Company Name: _____

Company Address: _____

Contact Name/Title: _____

Telephone Number: _____ Email Address: _____