REQUEST FOR QUALIFICATIONS (RFQ)

ARCHITECTURAL/ENGINEERING SERVICES

I. PURPOSE:

The Greensboro Housing Authority (GHA) invites you to submit a quote for the Architectural/Engineering Services for the following:

- Review and analysis of the existing building design for conformance with North Carolina Housing Finance Agency (NCHFA) design standards, the city of Greensboro state and federal building codes.
- Architectural project design, which includes structural, plumbing, mechanical, electrical and civil engineering. Site survey and other related site activities as required for re-establishing elevations to meet the handicap accessibility requirements.
- Landscape design and cost estimation for both preliminary working drawing stages of the project.

The project will consist of the site development and building construction of three (3) stories, buildings that will contain residential units and one office units to be built at the Foxworth Community. A complete set of furnished drawings will be supplied on AUTOCAD; (Release 14) to be evaluated and contractual services will include the following as required for a complete design bid package. All drawings for bid along with all plan reviews by building officials must be complete by Wednesday, March 15, 2017. After which time the project solicitation for bid process must be complete with bids received no later than Thursday, May 11, 2017.

II. ARCHITECTURAL DRAWINGS SCOPE OF WORK WILL BE AS FOLLOWS:

- Floor plans will remain the same on each level. Ground level floor plan to be modified to accommodate the handicap. Ceiling heights will be lowered to eight feet.
- Roof plan, section and details. Building elevations, and the building main wall, doors, window schedules and stairs section and details should be supplied as needed to bid the job.
- The exterior elevations are required to meet NCHFA standards.

III. SITE DRAWINGS (REQUIREMENTS):

- Developed site plans: Grading, storm, water, sewer, staking, landscaping and site details.
IV. STRUCTURAL:

- Foundation plan and footing details.
- Floor framing and roof framing plans, sections and details.

V. PLUMBING DRAWINGS:

- Plumbing site plan and riser diagram.
- Plumbing floor plans and schedules.

VI. HEATING AND AIR CONDITIONING DRAWINGS:

- Heating and air conditioning floor plans.
- Heating and air conditioning equipment schedule.

VII. ELECTRICAL DRAWINGS:

- Electrical site plan and schedules.
- Electrical floor plans and lightning.
- Electrical floor plans – power.
- Electrical panel schedule.

VIII. SPECIFICATIONS/PROJECT MANUAL:

- A complete outline specifications package.
- A project manual regarding specifications.
- See attached sample contract where in all services are applicable. (Typical note for all sections)
- Preliminary construction cost estimates.
- Project specific analysis of codes, ordinances and regulations.
- All additional drawings sufficient to fix and illustrate project scope and character in all essential design elements.

IX. CONTRACTOR PROCUREMENT

The following items are included in the contractor procurement process:

- Solicitation for Bids.
- Form of Contract.
- Special and General Conditions.
- Responding to inquiries.
- Drafting and issuing addendum(s) approved by GHA.
- Attending pre-bid conference(s).
- Attending public bid openings.
- Reviewing and tabulating bids.
• Recommending a list of eligible bidders.
• Recommending award.
• Altering drawings and specifications as often as required to award with the construction contract
• Estimated Construction Contract Cost.

X. CONTRACT ADMINISTRATION
The following items are included in the contract administration scope of work:
• Conduct pre-construction conference and attend dispute resolution conference and other meetings when requested by GHA.
• Review and approve contractor’s shop drawings and other submittals for conformance to the requirements of the contract documents.
• At GHA written request, and as additional service, procure testing from qualified parties.
• Make modifications to GHA for solutions for special problems or changes necessitated by conditions encountered during the course of construction.
• Promptly notify GHA in writing of any defects or deficiencies in the work or any matter of dispute with the Contractor.
• Grading verification/ Soil and concrete testing
• Review of RFI,PCOs, CO, Payment Applications
• Provide monthly site inspections and final project inspections

Other Architectural Tasks

A. INTERIOR DESIGN CHARACTERISTICS:

• Recommend new floor covering.
• Plumbing fixtures, plumbing, light fixtures, electrical, HVAC and all building/unit
• Insulation shall be high energy efficient.
• Ceilings will be lowered to eight feet from height of original plans.
• Pattern Book (Interior Design features)
• Provide consultation sessions with owner and other related parties

B. EXTERIOR DESIGN (Will be the same as submitted in drawing provided by GHA):

• Exterior façade to compliment match existing
• Roofline to compliment community
• New thermal windows
• Exterior lights
• Create a concept of the front entrance
• New landscaping with natural area at front entrance
• Repair/replace damaged concrete sidewalks.
• Establish adequate parking for community building.
C. IMPLEMENT SECTION 3

- Submit a Section 3 plan.
- Provide all necessary forms required by NCHFA and the City of Greensboro

XI. INSTRUCTIONS FOR SUBMITTING RFQs:

- RFQs must be received no later than 2:00 p.m., Tuesday, November 29, 2016 local time to:
  Mr. Tony Humphrey, Manager of Capital Improvements
  Greensboro Housing Authority
  450 North Church Street
  Greensboro, North Carolina 27401
  (336) 303-3324
  Please contact Mr. Humphrey if there are any questions.

- The RFQ must be submitted in accordance with the specifications.
- RFQs envelopes should be labeled on the lower left front as “A/E Services:
  For the Development of One Three Story, Twelve (12) Unit Buildings
  located at Foxworth Community. Name and address of company
  submitting the quote should be in the top left corner of package.

- All RFQs shall have one original and four copies.

- All RFQs submitted shall be valid for a minimum of 60 days following the date
  established for receipt of RFQs.

- The contents of the RFQs submitted by the successful company may become part
  of any contract awarded as a result of these specifications.

- The consultant shall describe, in detail, the approach he/she will use to conduct
  the project including a list of tasks and milestones.

- The RFQ shall include a list of key staff and all outside team members to be
  assigned to this contract, as well as their professional resumes and project list.

- The RFQ shall include company description or brochure, if available.

The RFQ submission package shall include the following items:

1) Letter of Interest - A letter of interest on your firm’s letterhead referencing the RFQ
   subject to which the firm is responding. The letter should state the following:
• The respondent’s understanding of the scope of services and the firm’s ability to create and implement an aggressive plan of action which outlines the prescribed scope of work items in the aforementioned section.
• A statement indicating why the firm believes it to be the best qualified to perform the work.
• A statement that the RFQ is a firm and irrevocable offer for 60 days. A representative of your firm authorized to make such statement and offers must sign this letter.
• A statement on the proposed price to perform the services. The proposed price is not an evaluation criteria, however the proposed price information allows GHA to better understand the capacity of the firm.

2) Qualifications of Principles - A list, description, qualifications, and profiles of a firm’s principles. Also include a list of staff’s key professional and technical competence and experience who will be assigned to perform the work. Also include location of facilities or offices, number of years in business and number of employees.

3) Firm Experience - A narrative description of the firm’s demonstrated ability in performing the related services and positive results derived from the completion of past projects. The narrative should reference specific clients and projects similar to the Foxworth Development in size and unit count. In addition to the aforementioned narrative, also include a proposed timeline for each service listed in the scope of work. For review purposes, the proposal timeline should assume that service will begin on Thursday, December 1, 2016.

4) References -- Provide 3 entity/organizational references each to include the contact name, title, phone number, email and physical mailing addresses.

5) Evidence of Minority and Women Owned Business utilization goal and Section 3 compliance as defined in the Housing and Urban Development Act of 1968 – all firms shall provide demonstrated evidence and past implementation plans and strategies for achieving minority-owned business and women-owned business utilization / participation. Additionally, each respondent shall provide demonstrated evidence and implementation plans that comply with the HUD Section 3 program.

6) Debarment – Each respondent shall provide a certification that the firm, and its designated agent(s), has not been debarred, suspended, or otherwise prohibited from practice.

7) Insurance – Each respondent shall provide proof of insurance with an A-rated carrier including but not limited to professional errors and omission, general liability, and workmen’s compensation.

XII. EVALUATION CRITERIA AND SELECTION FACTORS:

GHA will evaluate and select the most qualified firm to perform the architectural design services for Foxworth based on the following criteria:
• Information on the firm, describing capability and experience to work on this project (include firm’s brochure, if available).

• Total permanent staffing: number and title of positions to be assigned to this project full and part-time and their qualifications.

• Comparable private multi-family renovations or new construction over the past three years with photographs, if available (“before and after” in the case of renovations), and contact persons familiar with each project. Indicate with each project, if it was completed within budget and on schedule.

• Comparable low-rent housing or government-assisted housing renovations or new construction with photographs, as above, and contact persons familiar with each project. Indicate for each project, if it was completed within budget and on schedule.

• Estimated time schedule to produce working documents that meets NCHFA requirements for construction contract obligations. Work will need to start upon signing of contract to completion.

• Proposed fee for the project as a percent of construction cost, with a not-to-exceed figure. The award will not be based solely on fee.

• Evidence of the architect/engineer’s and the firm’s ability to perform the work as indicated by profiles of the firm’s staff, technical competence and experience in their profession.

• Evidence that the architect has experience and technical competence.

• Capability to provide and complete professional services in a timely manner.

• Past performance in terms of cost control, quality of work and compliance with performance schedules.

• Evidence that the architect has experience in NCHFA related new development or modernization work.

• Knowledge of federal, state and local building codes.

• Evidence of past projects and knowledge of LEED, Earthcraft, Energy Star, or Enterprise Green Community Standards

• Evidence that, where design work is involved, the architect/engineer is currently registered in the state where the project is located. (Pass/Fail)
• Certified statement that the architect/engineer or firm is not debarred suspended or otherwise prohibited from professional practice by any federal, state, or local agencies. (Pass/Fail)

• Evidence that the architect carries Error and Omissions Insurance. (Pass/Fail)

• Firms have experience with landscape design.

• Evidence and/or commitment to implement a Section 3 plan and adhere to GHA’s Section 3 policies and procedures.

• Evidence that the A&E is knowledgeable and agrees to comply with HUD’s regulation in 24 CFR Part 135 which states, in part, that work to be performed under the 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).

XIII. DEFAULT BY PROPOSER

In the event of default by the successful company, GHA may procure the services specified from other sources and the company agrees to reimburse GHA for any additional cost incurred as a result of such default.

XIV. CONTRACT REQUIREMENTS

The selected firm shall include evidence of satisfaction or actual documents to the following items within the contract documents:

i) Insurance and bonds of a nature and in amounts consistent with the requirements of GHA and the City of Greensboro, North Carolina including but not limited to professional errors and omission, general liability, and workmen’s compensation. GHA shall be named as additionally insured on all insurance policies, and no such policy shall be subject to cancellation without advance written notice.

ii) No debarment or suspension by HUD under 24 CFR part 24.

iii) Standard provisions and certifications required by HUD

(1) compliance with the Davis-Bacon Act and maintenance of a drug free work place as defined in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in Regulation at 21 C.F.R. 1308.11-1308.15;

(2) adherence to all applicable OSHA requirements;

(3) all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368),
Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), and all applicable 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, 89 Stat. 871);

(4) The Fair Housing Amendments Act (42 U.S.C. 3601-19), and regulations issued thereunder; 24 CFR Part 100; Executive Order 11063 (Equal Opportunity Housing) and regulations issued thereunder; 24 CFR Part 107; the Fair Housing Poster Regulations; 24 CFR Part 110;

(5) Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, and regulations issued thereunder relating to nondiscrimination in housing, 24 CFR Part 1;


(8) Executive Orders 11246, 11625, 12432 and 12138; 24 CFR part 86; the cost principles of the Office of Management and Budget - Circular - 87; Title VII of the Civil Rights Act of 1967 (42 USC 2000d et seq.); the Copeland “Anti-Kickback” Act (18 USC sec. 874 and 40 USC sec. 276); the Byrd “Anti-Lobbying” Amendment (31 USC sec. 1352); the Debarment And Suspension (Executive Order 12549 and 12689); the Architectural Barriers Act (24 CFR part 40); and any applicable HUD implementing guidance and instructions.

iv) Compliance with the GHA and the City of Greensboro, North Carolina’s Minority and Women Owned Business Enterprise (MWBE) utilization goal of not less than twenty percent (20%) of the total contract value.

v) Compliance with the Section 3 of the Housing and Urban Development Act of 1968.

vi) Fully licensed under applicable law and qualified to transact business in the State of North Carolina.

vii) Compliance with GHA’s Retention policy, in which all information, materials or documents received, reviewed, prepared and presented in connection with this project will remain the property of GHA.

viii) HUD General Conditions for Non-Construction Contracts

ix) For-Profit Subgrantee and Contractor Certifications and Assurances

x) “Certification of Payments to Influence Federal Transactions”
xi) “Certification Regarding Debarment and Suspension”

xii) Statement Of Drug-Free Workplace Compliance

xiii) Form of Non-Collusive Affidavit

**XV. CONTACT INFORMATION**

Questions concerning this RFQ shall be directed to Tony Humphrey, and shall be sent, via email, to thumphrey@gha-nc.org or, if email is not available to 336-303-3324 or 336-451-0440.

**XVI. GHA’S RESERVATION OF RIGHTS**

GHA reserves the right to:

- Reject any or all responses, to waive any informalities in the solicitation process, or to terminate the solicitation process at any time, if deemed by GHA to be in its best interest,

- Not to select or make award to anyone with a history of poor performance on projects performed for GHA and or any other client of the submitting firm at the sole opinion and discretion of GHA,

- Terminate a contract awarded pursuant to this solicitation at any time for its convenience upon delivery of a 30-day written notice,

- Determine the days, hours and locations that the successful bidder shall provide the items or services called for in this solicitation,

- Reject and not consider any bid that does not, in the opinion of GHA, meet the requirements of this solicitation, including but not necessarily limited to incomplete response and/or alternate (not including “or equal” items) or non-requested items or services,

- To make an award to the same bidder (aggregate) for all items; or,

- To make multiple awards to multiple firms for various scopes of work.

- GHA reserves the right to reject all proposals and to re-solicit new proposals should this solicitation fail to produce an acceptable agreement. GHA may also reject any proposals that are incomplete or non-responsive and any proposals that are submitted after the deadline.

- Further, GHA reserves the right to request additional information from any respondent after the submission deadline. GHA also reserves the right to reject any and all, or parts of any and all, proposals received in response to this RFQ or to cancel or postpone this solicitation process if GHA determines that such rejection, cancellation or postponement is in the best interests of GHA, to request additional information; and to waive any irregularities in this solicitation or in the proposals received as a result of the solicitation.

- If applicable, the determination of the criteria and process pursuant to which proposals are evaluated, the decision regarding who shall be selected to act as bond counsel in connection with
the transaction and the decision whether or not to designate bond counsel as a result of this RFQ shall be at the sole and absolute discretion of GHA.

XVII. RFQ RESPONDENT'S RESPONSIBILITY

It is the RFQ Respondent's Responsibility to:
- Carefully review and comply with all instructions provided herein, or provided within any named attachments or addenda.
- Bear all expenses involved with the preparation and submission of RFQ.

XVIII. AWARD

GHA reserves the right to award a contract for all or any part of the work specified, to negotiate with the selected company, to waive any informality in the RFQ, and to accept the RFQ that is in the best interest of GHA.

GHA reserves the right to reject any and all RFQs or to negotiate separately in any manner necessary to serve the best interest of GHA.

GHA has on file a limited number of architectural plans available for your review.

A total site and building survey will be required by the successful architectural firm prior to developing plans and specifications.

Enclosed is a complete set of drawings showing the existing buildings and the location of the proposed buildings. The RFQ shall be a fixed price for the complete design services as outlined above. Construction cost regarding site development and building construction of the three (3) stories buildings that will contain residential units and one office unit to be built at the Foxworth Community is estimated at $1.2 million.

In addition, we are enclosing a copy of the HUD Form 51915 “Model Form of Agreement Between Owner and Design Professional” dated September, 1998 for your review.
Front View of Building #7
Side View of Both the Parking Lot and Buildings 1&2
Model Form of Agreement Between
Owner and Design Professional
Model Form of Agreement
Between Owner and
Design Professional

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. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a 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 24 CFR 85.36. These contractual agreements are required by Federal law or regulation pursuant to 24 CFR Part 85.36. Signing of the contracts is required to obtain or retain benefits. The contracts do not lend themselves to confidentiality.

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Execution of Agreement

Addendum (If any)
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 planning, designing and administering construction or rehabilitation of the Project, the Design Professional shall provide the Owner with professional services in the following areas:

- Architecture
- Site Planning
- Structural Engineering
- Mechanical Engineering
- Electrical Engineering
- Civil Engineering
- Landscape Architecture
- Cost Estimating
- 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 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:

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

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:

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

- Solicitation for Bids
- Form of Contract
- Special Conditions
- General Conditions
- Technical Specifications
- Plans and drawings
- 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 award of the Construction Contract. This shall

- Responding to inquires
- Drafting and issuing addendum approved by Owner
- Attending prebid conference(s)
- Attending public bid openings
- Reviewing and tabulating bids
- Recommending list of eligible bids
- Recommending award
- 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 required 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:

- Administer the Construction Contract.
- Conduct pre-construction conference and attend dispute resolution conferences and other meetings when requested by the Owner.
- Review and approve contractor's shop drawings and other submittals for conformance to the requirements of the contract documents.
- At the Owner's written request, and as Additional Service, procure testing from qualified parties.
- 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 contract 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.
- 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.
- Review, approve and submit to Owner the Contractor Requests for Payment.
- Conduct all job meetings and record action in a set of minutes which are to be provided to the Owner.
- Make modifications to Construction Contract Documents to correct errors, clarify intent or to accommodate change orders.
- Make recommendations to Owner for solutions to special problems or changes necessitated by conditions encountered in the course of construction.
- Promptly notify Owner in writing of any defects or deficiencies in the work or of any matter of dispute with the Contractor.
- Negotiate, prepare cost or price analysis for and countersign change orders.
- Prepare written punch list, certificates of completion and other necessary construction close out documents.
- 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:

- Consult with and make recommendations to Owner during warranties regarding construction, and equipment warranties.
- 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.
- 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:

- Schematic Design/Preliminary Study Documents within ________ calendar days from the date of receipt of a Notice to Proceed.
- Design Development Documents within ________ calendar days from the date of receipt of written approval by the Owner of Schematic Design/Preliminary Study documents.
- ________ 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

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:

<table>
<thead>
<tr>
<th>Phase</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schematic Design/Preliminary Study Phase $</td>
<td></td>
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<tr>
<td>Design Development Phase $</td>
<td></td>
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<tr>
<td>Bidding, Construction &amp; Contract Document Phase $</td>
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<tr>
<td>Bidding &amp; Award Phase $</td>
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<td>Construction Phase $</td>
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<td>Post Completion/ Warranty Phase $</td>
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<td>Total Basic Services $</td>
<td>$</td>
</tr>
</tbody>
</table>

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 telephone calls and long distance telex 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

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 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. If the Project is within an Indian reservation, tribal laws, codes and regulations shall be substituted for state and local laws, codes, ordinances and regulations. However, on such a Native American Projects, the Owner may additionally designate that some or all state and local codes shall apply. In some of these circumstances, a model national building code may be selected by the Indian or Native American 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.

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 or when the project is located on an Indian Reservation.

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 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 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 Service.

C. 2.4.2 Existing Conditions. The Owner shall provide the Design Professional any available "built" drawings of or properties, architect surveys, test reports, and any other written information that it may have in its possession and that it 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 for 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 witheld 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 rep-resent 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, sufficient 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.

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<tr>
<th>Insurance</th>
<th>Limits or Amount</th>
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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 24 CFR 85.36(r).

E. 1.2 Additional Services. The Owner shall perform a cost or price analysis as required by 24 CFR 85.36(t) 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 24 CFR 85.36(c)(3)(i) 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 968.235), the Design Professional shall provide such a certification to the Owner.
E. 1.5 Retention and Inspection of Records. Pursuant to 24 CFR 85.26(i)(10) and (11), 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 transcripts. 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 24 CFR 85.36. 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 fulfill the requirements of the construction contract.

E. 1.7 Conflicts of Interest. Based in part on federal regulations (24 CFR 85.36(b)) and Contract agreement between the Owner and HUD, no employee, officer, or agent of the Owner (HUD grantee) shall participate in the 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 voluntarily acquires or has 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 contract or the proceeds thereof.

E. 1.8 Disputes. In part because of HUD regulations (24 CFR 85.36(1)(1)), 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 (24 CFR 85.36(1)(2)), 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.


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 $100,000). Because of 24 CFR 85.36(i)(12) 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 $100,000.

E. 1.15 Energy Efficiency. Pursuant to Federal regulations (24 C.F.R. 85.36(i)(13)) 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. 1437)) 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 section 905.115(b) 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, handicap, 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.

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)
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

________________________________________
(Housing Authority)

________________________________________
(Signature)

________________________________________
(Print Name)

________________________________________
(Print Title)

Design Professional

________________________________________
(Firm)

________________________________________
(Signature)

________________________________________
(Print Name)

________________________________________
(Print Title)

Previous editions are obsolete