



HARRIS COUNTY HOUSING AUTHORITY

8933 Interchange
Houston, Texas 77054
713 578-5800
www.hchatexas.org

REQUEST FOR QUALIFICATIONS **RFQ No. 13-01**

The Harris County Housing Authority Harris County Housing Authority (“**HCHA**”) will receive qualification statements from interested firms to provide Architectural and Engineering (“**A&E**”) services associated with development of various affordable housing projects i.e. the HCHA’s Affordable Housing Development Program (**AHDP**) as specified in this Request for Qualifications (“**RFQ**”).

This **RFQ** contains submission requirements, scope of service, period of services, terms and conditions and other pertinent information for submitting a proper and responsive submittal. **RFP No. 13-01** will be posted on and can be downloaded from the HCHA’s website www.hchatexas.org.

Prospective Offerors desiring any explanation or interpretation of this solicitation must make the request in writing no later than **January 31, 2013**. The request must be addressed to **Horace Allison, AIA, c/o Harris County Housing Authority, 8933 Interchange, Houston, Texas, 77054**. Any information given to a prospective Offeror about this solicitation will be furnished to all other prospective Offerors as a written amendment to the solicitation. All amendment(s) to this solicitation, if issued, will be posted on the HCHA’s website www.hchatexas.org. All Offerors are encouraged to check the HCHA website for amendment(s) issuance.

The qualification-based submittals must be enclosed in a sealed envelope and labeled as follows: **Architectural and Engineering Services for HCHA’s Affordable Housing Development Program (AHDP), RFQ No. 13-01, Due Date and Time: February 14, 2013, 3:00 P.M. (CST), Name of Offeror _____.**

The RFQ must be addressed to **Horace Allison, AIA, c/o Harris County Housing Authority, 8933 Interchange, Houston, Texas.**

Submittals must reach the **HCHA** no later than **3:00 p.m. on February 14, 2013**. Late submissions will be handled in accordance with the provisions in Form **HUD-5369-B** title “Late Submissions, Modifications, and Withdrawal of Offers”. Submittals will be held in confidence and will not be released in any manner until after the contract award.

Submittals will be evaluated on the criteria stated in the **RFQ**. Negotiations will be conducted with Offerors who have a reasonable chance of being selected for the award. After evaluation of the submittal and amendments, if any, the contract will be awarded to the responsible firm(s) whose qualifications, price and other factors considered are the most advantageous to the **HCHA**.

The **HCHA** reserves the right to reject any and all submittals.

1-7-2013

Date

Horace Allison, AIA

Horace Allison, AIA
Chief Development Office
Harris County Housing Authority

TABLE OF CONTENTS

RFP NO. 13-01

	PAGE
1.0 Profile of the Harris County Housing Authority	5
2.0 Introduction	5
3.0 Procurement Schedule	6
4.0 Deliverables	6
5.0 Prices and Terms	7
6.0 General Requirements	7
7.0 Correspondence	8
8.0 Document Requirements	9
9.0 Related Experience	11
10.0 Methodology/Strategy to Accomplish Services	11
11.0 References	11
12.0 Other Submittals	12
13.0 Evaluation Criteria	12
14.0 Travel and Reimbursables	13
15.0 Availability of Records	14
16.0 Availability of Funds	14
17.0 Assignment or Transfer	14
18.0 Facilities	14
19.0 Contract Award	14

20.0	Compensation	15
21.0	Termination	15
22.0	Patents and Royalties	15
23.0	Standards of Conduct	15
24.0	Conflict of Interest	16
25.0	Indemnification and Hold Harmless Agreement	16
26.0	Removal of Employees	18
27.0	Supervision	18
28.0	Statement of Ownership	18
29.0	M/WBE Participation	18
30.0	Pertinent Federal Regulations	19

ATTACHMENTS

Attachment A:	General Scope of Services
Attachment B:	Conflict of interest Questionnaire (CIQ)
Attachment C:	Form of Non-Collusive Affidavit Form
Attachment D:	M/WBE Participation Form
Attachment E	Affirmative Action for Handicapped Workers
Attachment F:	Instructions to Offerors for Non-Construction (Form HUD-5369-B)
Attachment G:	Certifications and Representations of Offerors for Non- Construction Contracts (Form HUD 5369-C)
Attachment H:	Model Form of Agreement Between Owner and Design Professional (Form HUD-51915)
Attachment I.	Architect & Engineering Qualification Forms

1.0 **PROFILE OF THE HARRIS COUNTY HOUSING AUTHORITY**

The Harris County Housing Authority (“**HCHA**”) is currently governed by the Housing Authorities Law, codified in the Texas Local Government Code. It is a unit of government and its functions are essential governmental functions. It operates and manages its housing developments to provide decent, safe, sanitary and affordable housing to low income families, the elderly, and the disabled, and implements various programs designed and funded by the U.S. Department of Housing and Urban Development (“**HUD**”). The **HCHA** is a Public Housing Agency.

The property of the **HCHA** is used for essential public and governmental purposes. The **HCHA** and its property are exempt from all taxes, including sales tax on all its purchases of supplies and services.

The **HCHA** enters into and executes contracts and other instruments that are necessary and convenient to the exercise of its powers.

The **HCHA** maintains contractual arrangements with **HUD** to manage and operate its Affordable Housing Development Program and administers the Section 8 Housing Assistance Payments Program. The **HCHA** programs are privately and federally funded. The **HCHA** revenue is received from federal funds, administrative fees, development grants and rental income.

The **HCHA** currently employs 38 regular full time staff, owns and manages over 1,038 affordable housing units and administers rental assistance for 4100 privately owned rental units through the Section 8 **HCV** programs. Total **HCHA** operating and development budget for the fiscal year 2013 is approximately \$4.6 million.

2.0 **INTRODUCTION**

The **HCHA** as part of its mission to provide safe, decent and sanitary affordable housing for low-income persons, hereby seeks qualifications from registered professional architects to provide **A&E** services for the **HACH**’s **AHDP**. The initial selection of a firm(s) under this **RFQ** will be a qualification based selection. The statement of work to be performed is generally listed in **Attachment A**, but may not be all inclusive of the services needed. Consequently, field evaluation by the Offeror may lead to alterations in the scope. The architect qualification forms are contained in **Attachment I**.

The **HCHA** will consider most favorably Offerors who clearly demonstrate a knowledge of the Federal, State or local laws applicable to affordable housing development design/construction including **HUD** regulations and requirements and those contained in Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as well as all applicable Federal, State, County and local laws, codes, ordinances and regulations. All submittals must conform to requirements outlined herein.

All submittals shall be evaluated and up to three of the most qualified (top ranked), responsive and responsible firms may be invited for interviews and discussions. If a contract is awarded, it will be awarded to the responsible firm whose qualifications; price and other factors are deemed most advantageous to the **HCHA**. Any additional requirements and restrictions imposed by **HUD** and others, such as Public Law 92-582 (Brooks Act) and the Texas Professional Services Procurement Act relating to governmental contracts for Architectural or Engineering Services enacted by the Legislature of the State of Texas, will also be considered in rendering a decision.

3.0 **PROCUREMENT SCHEDULE**

The anticipated schedule for the RFQ is as follows:

SCHEDULE	
EVENT	DATE
Advertised	January 13, 2013 & January 24, 2013
RFP Issue Date	January 14, 2013
Pre-Submittal Conference	N/A
Deadline for receipt of written questions	January 31, 2013
Response to written questions	February 5, 2013
Submittal Due Date	February 14, 2013

Pre-Submittal-Conference:

Not Used

4.0 **DELIVERABLES**

One (1) original proposal and seven (7) copies of the typewritten submission, including all required information, must be executed and submitted in a sealed envelope or package. Any hand made corrections made in the proposal must be initialed by the principal or authorized officer of the **A&E** firm(s).

The original proposal must bear the original signature of a principal or authorized officer of the firm. Offerors are solely responsible for ensuring that their proposals are actually received by the time and date stated. Receipt at the **HCHA** after the due date and time specified will be cause for rejection.

Proposal Due Date/Time

Offers must be submitted on or before **3:00 p.m. CST on February 14, 2013** in a bound and sealed envelope.

The face of the enveloped or package must contain, in addition to the address below, the title “**Architectural and Engineering Services for the HCHA’s Affordable Housing Development Program (AHDP), RFQ No. 13 - 01, Due Date and Time: February 14, 2013, 3:00 P.M. (CST)**”.

Submission Place:

Offers must be submitted to: **Harris County Housing Authority, Attn: Horace Allison, AIA, Chief Development Officer, c/o Harris County Housing Authority, 8933 Interchange, Houston, Texas 77054.**

Offers by telegram, telephone, facsimile, e-mail, and handwritten proposals will not be accepted by **HCHA**.

5.0 PRICES AND TERMS

The fee proposal, when, requested from the successful candidate shall be inclusive of all fees to be paid for the services during the period designated. Reproduction costs of required drawings, specifications, bidding and contract documents, excluding the cost of reproductions for the Design Professional or Subcontractor's own use, will be allowed as reimbursable expenses. There are no other allowable reimbursable expenses. (See Article B, Paragraph 2.1.4, Form HUD-51915 in **Attachment H**) The **HCHA** reserves the right to negotiate all elements of the successful firm’s proposal. Price will be negotiated after the successful Offeror is initially selected. If negotiations are unsuccessful, the **HCHA** will cease negotiations and commence price negotiations with the next ranked Offeror and so on.

6.0 GENERAL REQUIREMENTS

All submittals must conform to requirements outlined herein. The **HCHA** reserves the option to require oral presentation by firm(s) and to request additional information during the proposal review period.

Submittals must be open and not subject to unilateral withdrawal or modification for ninety (90) days after the submittal due date.

All costs incurred, directly or indirectly, in response to this request for qualifications shall be the sole responsibility of and shall be borne by the Offeror.

The selected firm(s) shall:

- Complete written documentation of materials in a manner suitable for use by the **HCHA**, the **HCHA** Board of Commissioners, **HUD**, General Land Office (**GLO**), private lender(s), **TDHCA**, City of Houston and Harris County, etc..
- Meet with the **HCHA**, **HUD**, the community, and other state and local officials as may be necessary.
- Coordinate all services with the **HCHA**.
- Coordinate all services with other parties as determined necessary by the **HCHA**.
- Provide the basis, source, and methodology for arriving at conclusions in all materials and reports.
- List the firm(s) name, firm's contact person, telephone number, resumes and profile of expected participants in the procurement of this service. The submittal must provide an execution plan including schedules with tasks on how this work will be accomplished. There may be subsequent instructions issued to the successful candidate in connection with the final process. The submittal must make provisions to meet and comply with all applicable laws and regulatory criteria.

7.0 CORRESPONDENCE

Requests for additional information related to this RFQ should be made in writing and directed to the **HCHA**'s Chief Development Officer by **January 31, 2013**. This will allow issuance of any necessary amendment to the **RFQ**.

An amendment may be issued prior to the opening of the submittals for the purpose of changing or clarifying the intent of this **RFQ**. All amendments shall be binding in the same way as if originally written in this **RFQ**.

Any interpretation affecting all contractors made prior to the submittal due date will be issued in the form of an amendment. The **HCHA** will not be bound by or responsible for any other explanations or interpretations of this **RFQ** package other than those given in writing as set forth in this paragraph. Oral instructions, interpretations, or representations will not be binding upon the **HCHA** or **HCHA** representatives.

Sub-consultant(s) and others who have been requested by the consultant to assist in preparing a proposal shall obtain necessary information from the consultant. They shall not directly contact the **HCHA** or **HCHA** representatives for this information.

Submittals received will be publicly opened.

Contracts for these programs and services may be awarded to one or more firms whose submittals were judged to be the most advantageous to the **HCHA**. In the event services are initiated prior to the processing of a fully executed contract, such services would be provided without guarantee of compensation.

8.0 DOCUMENT REQUIREMENTS

The following is a description of the minimum information, which must be supplied by Offerors in their submittals. It is open to all Offerors to give such supplementary facts or materials that they consider may be of assistance in the evaluation of the proposal submitted. Submittals that omit critical elements may be considered non-responsive. Each submittal shall include a Table of Contents listing the submittal contents. The critical elements of this proposal include the following information:

I. Letter of Transmittal;

Signed by the person authorized to commit the organization to perform the services in the submittal;

II. Table of Contents;

III. Executive Summary

Provide a brief non-technical overview of the firm's business including the range of A&E services offered. Offerors should provide information reflecting how and why the firm's products and services meet **HCHA**'s needs;

IV. Related experience of Offeror with **HUD** regulations for the design and construction of affordable housing development/504/ADA requirements;

V. Related experience of Offeror in the design of single family detached housing, multi-family housing, for sale housing, housing for the homeless, special needs housing, mixed income housing and/or mixed use housing for the elderly and/or families;

VI. Qualifications and experience of assigned personnel of firm(s) and proposed consultants;

VII. Methodology/strategy to accomplish the scope of services;

VIII. Schedule of Performance/Timeliness;

IX. List of references;

X. Section 3 compliance (See Article E, **HUD-Form HUD-51915**, paragraph E.1.12, **Attachment H**); and

XI Minority Business Enterprise Participation as per **Attachment D**.

Describe and provide evidence of the Offeror's plans to make a good faith effort to maximize the utilization of minority business enterprises (**MBE**) and/or women business enterprises (**WBE**). In addition, all submittals shall include a completed minority business enterprise form, attached as **Attachment D**.

XII. Certifications and Affidavits

Offerors shall submit the following certifications and affidavit as attached:

Attachment B: conflict of interest Questionnaire (CIQ)

Attachment C: Form of Non-Collusive Affidavit

Attachment G: Certifications and Representations of Offerors for Non-Construction Contracts (Form **HUD 5369-C**)

Attachment I: A&E Qualification Forms

Insurance: Evidence of all appropriate and applicable insurance coverage carried by the firm, including policy coverage periods. Offerors shall furnish **HCHA** with certificates of insurance showing that the following insurance is in force and will insure all operations under this **RFQ**, and name **HCHA** as an additional insured. Required insurance levels are as follows:

Workers' compensation in accordance with the State of Texas rules and regulations.

General liability insurance with a single limit for bodily injury of \$1,000,000 per occurrence and property damage limit of no less than \$1,000,000 per occurrence. The insurance may have a combined aggregate of coverage amounting to no less than \$1,000,000. Such insurance shall protect Offeror against claims of bodily injury or death and property damage to others. If Offeror has a "claims made policy," then the following additional requirements apply: The policy must provide a "retroactive date" which must be on or before the execution date of the Agreement and the extended reporting period may not be less than five years following the completion date of the Agreement.

Automobile liability on owned and non-owned motor vehicles used on the site(s) or in connection herewith for a combined single limit of bodily injury and property damage of not less than \$1,000,000 per occurrence.

XIII Completed Qualification Forms contained in **Attachment B**

9.0 RELATED EXPERIENCE

Provide as a minimum the following information for both the firm(s) and sub-consultant(s):

- a. A statement of firm(s) A&E services provided on projects of similar nature (provide names, title, and telephone number of the Owner's representative for each project).
- b. List of all key members of firm(s) and any sub-consultant(s) who will be assigned to this project. Indicate the level of effort and function of each member on the project. Description of organization structure to showing how the key members will be involved. Include resumes of these individuals. The resumes should include the following minimum information:
 1. Name;
 2. An explanation of the function they will perform and their title by classification;
 3. Their relevant educational background;
 4. Their relevant work experience;
 5. Their work experience with governmental clients; and
 6. Any specialized skills, training, and/or credentials that, relevant to the required services.

10.0 METHODOLOGY/STRATEGY TO ACCOMPLISH SERVICES

The Offeror(s) must describe how it will approach the work associated with the requested services, including an understanding of the scope of services required and unique or innovative approaches to be utilized in performing these services. All graphic presentations are optional. See **Attachment A** for the general scope of work anticipated. This document (**Attachment A**) merely serves as a guideline and it is not to be confused as an exhaustive delineation of the work that may ultimately occur.

11.0 REFERENCES

Provide a list of companies or governmental organizations to which your firm(s) is/are currently providing services. If this does not include at least five (5) entities, then provide the names of the entities for which similar services have been provided. For each entity include:

- a. The term (beginning and ending dates) of your contract agreement(s);

- b. Monthly revenues resulting from the work;
- c. A brief description of the scope of work; and
- d. The name, address, and telephone number of the representative of your client that administered your contract(s).

The **A&E** firm(s) hereby authorize(s) and request(s) any person, firm, corporation and/or governmental entity to furnish any information requested by the **HCHA** in verification of the references provided and for determining the quality and timeliness of providing the services.

12.0 OTHER SUBMITTALS

The following items must be submitted upon request:

- a. Information concerning the **A&E** firm(s) affirmative action plans, policies, etc. (submitted upon request); and
- b. Financial statement for the previous three (3) years (submitted upon request by the three (3) short-listed firms and consultants).

13.0 EVALUATION CRITERIA

This is a qualification-based selection. Submittals must be prepared in conformance with the guidelines stated herein.

Submittals will be evaluated by an Evaluation/Selection Committee. This team will review the submittals and make a recommendation to **HCHA**. The Committee will present its recommendations to the Board of Commissioners of **HCHA** who have authority to award contracts.

During submittal evaluation, the **HCHA** reserves the right to call for supplementary information from Offerors and to meet with all or any one of them to clarify points of uncertainty or ambiguity. Offerors agree to cooperate fully and promptly in providing such supplementary information or meeting requests.

Selection of the successful Offeror will be at the sole discretion of the **HCHA**. All submittals shall be evaluated and up to three most qualified (top ranked), responsive and responsible firms maybe invited for panel interviews and discussions. If a contract is awarded, it will be awarded to the responsible agency/organization whose qualifications; price and other factors are deemed most advantageous to the **HCHA**. Additionally, the **HCHA** shall have the right to reject any and all proposals at its discretion.

EVALUATION CRITERIA AND RATING

Evaluation Criteria	Maximum Points
1. Firm's history and resource capability to perform the required A&E services.	15
2. Evaluation of the qualifications of the assigned personnel.	15
3. Demonstrated related experience in: <ul style="list-style-type: none"> • A&E services for affordable housing development design/construction • Construction Coordination • Consultant Coordination • Feasibility Studies 	20
4. Budget, cost-control, change order analysis, independent cost estimate experience and results.	7.5
5. Understanding of HUD requirements and County and state codes/ordinances applicable to this work.	10
6. Project planning, methodology/strategy to accomplish task.	7.5
7. Schedule of performance/timeliness.	10
8. Section 3 Participation & Compliance.	5
9. Demonstrated ability in accomplishing work of similar nature (reference check)	10
Total Points Possible	100

Submittals will be evaluated and ranked according to points received.

The three (3) short-listed firm(s) maybe afforded a maximum of forty-five (45) minutes to make an oral presentation to **HCHA** personnel.

The oral presentation, if required, will be evaluated and scored by the staff. The proposal evaluation score and the oral presentation score (if applicable) will be averaged and the firm(s) ranked first, second and third, etc.. The firm(s) ranked as number one will be invited to finalize the scope of work and then negotiate a fee based on the final scope of work. The **HCHA** will negotiate all aspects of the fee to arrive at a firm and reasonable price as determined by the **HCHA**. If an agreement cannot be successfully reached with the top ranked firm(s), the **HCHA** will follow the same procedure with the second ranked firm(s) and if necessary, the third.

The **HCHA** reserves the right to award multiple contracts with multiple Offerors. Those firms will be invited to negotiate all aspects of the fee proposal to arrive at a firm and reasonable cost as determined by the **HCHA**.

14.0 TRAVEL AND REIMBURSABLES

Reproduction costs of required drawings, specifications, bidding and contract documents, excluding the cost of reproductions for the Design Professional or Sub-consultant's own use, will be allowed as reimbursable expenses. There are no other allowable reimbursable expenses. (See Article B, Paragraph 2.1.4, Form **HUD-51915** in **Attachment H**.)

15.0 AVAILABILITY OF RECORDS

The U. S. Department of Housing and Urban Development, the Inspector General of the United States, the **HCHA**, the City of Houston, Harris County and any duly authorized representatives of each, shall have access to, and the right to examine any and all pertinent books, records, documents, invoices, papers, and the like, of the firm(s) office or firm, which shall relate to the performance of the services to be provided.

16.0 AVAILABILITY OF FUNDS

Funding for the project(s) will be provided from public and/or private funding sources. The selected Offeror must comply with all applicable federal laws and regulations, as well as state laws, county and city ordinances. In the event that funds to be used to finance the services requested under this **RFQ** or subsequent contract become unavailable, the **HCHA** may cancel the award and all binding agreements will become null and void upon no less than 24 hours notice in writing. Said notice shall be delivered by certified mail, return receipt requested. The **HCHA** shall be the final authority to determine the non-availability of funds.

17.0 ASSIGNMENT OR TRANSFER

The successful firm shall not assign or transfer any interest in the contract in whole or in part, without written approval of the **HCHA**.

18.0 FACILITIES

The **HCHA** reserves the right to inspect the selected firm's facilities during normal business hours. Proper notice will be given.

19.0 CONTRACT AWARD

Acceptance of the firm's offer for the services specified herein will be made by executing a duly authorized contract prepared by the **HCHA** in form and content. A copy of **Form HUD-51915** (8/98) is found as **Attachment H**. All Offerors are cautioned against

making assumptions or accepting any representation by any employee, member, officer or representative of the **HCHA** concerning the selection of the Offeror until a contract has been finally negotiated and executed.

Award of contract will be for a two (2) year period based on funding availability.

The contract for providing said service must be approved by the Board of Commissioners of the **HCHA** prior to the initiation of any work.

20.0 COMPENSATION

The firm(s) selected for this project must have the financial resources to complete the scope of work and services.

In accordance with Article B, Paragraph B 1.2 of **Attachment H**, payments shall be made in proportion to services performed. The cumulative compensation for basic services shall equal the following percentages of the basic compensation at the completion of each phase of work:

10% at submittal of Schematic Design/Preliminary Study Phase

20% at submittal of Design Development Phase

40% at acceptance of Bidding, Construction, and Contract Document Phase

55% at award of Bid and Award Phase

95% at end of Construction Phase

100% at end of Post Completion/Warranty Phase

These percentages are a refinement of and do not exceed the contents of Article B, Paragraph B 1.2 of **Attachment H**. Payments shall be due and payable as specified herein subject to the receipt of an acceptable and approvable invoice being submitted to the **HCHA**'s Chief Development Officer, 8933 Interchange, Houston, Texas 77054.

21.0 TERMINATION

Irrespective of any default hereunder, the **HCHA** may any time at its discretion (for convenience or cause) terminate the contract in whole or in part, and in such event the consultant shall be entitled to receive equitable compensation for all work completed and accepted, prior to such termination or cancellation as per Articles D and E, Paragraph D 1.6 and E 1.9, respectively, of **Attachment H**.

22.0 PATENTS AND ROYALTIES

The successful firm(s) shall indemnify and save harmless the **HCHA** and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or not patented inventions, process or article manufactured or used in the performance of the contract, including its use by the **HCHA**. If the firm(s) use(s) any design, device or material covered by letters, patent or copyright, it is mutually

agreed and understood that the firm(s) shall include all royalties or cost arising from the use of such design, device, or materials involved in the work.

23.0 STANDARDS OF CONDUCT

The successful Offeror shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.

24.0 CONFLICT OF INTEREST

No employee, officer or agent of the **HCHA** shall participate directly or indirectly in the selection or in the award of any contract if a conflict, real or apparent, would be involved. Such conflict would arise when a financial or other interest in an agency selected for award is held by:

- an employee, officer or agent involved in making the award; or
- his/her relative including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, domestic partner, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister; or
- his/her business or professional partner; or
- an organization which employs, is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

25.0 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

CONSULTANT SHALL INDEMNIFY, DEFEND, AND HOLD THE HCHA AND THEIR OFFICERS, AGENTS AND EMPLOYEES (THE "INDEMNIFIED PERSONS") HARMLESS FROM ALL LIABILITY, LOSS OR DAMAGE, INCLUDING ATTORNEY FEES AND EXPENSES, RESULTING FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER ASSERTED BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE INDEMNIFIED PERSONS' OR CONSULTANT'S EMPLOYEES), FOR PERSONAL INJURY, DEATH, OR FOR LOSS OF OR DAMAGE TO ANY AND ALL PROPERTY IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH CONSULTANT'S PERFORMANCE HEREUNDER. CONSULTANT SHALL BE RESPONSIBLE FOR ALL DAMAGE AND LOSS SUSTAINED BY IT TO ITS TOOLS AND EQUIPMENT UTILIZED IN THE PERFORMANCE OF CONSULTANT'S SERVICES HEREUNDER.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, CONSULTANT INDEMNIFICATION OF THE INDEMNIFIED PERSONS IS LIMITED TO \$1,000,000 PER OCCURRENCE.

HCHA SHALL NOTIFY CONSULTANT OF ANY CLAIM HCHA RECEIVES NOTICE OF ASSERTED AGAINST THE INDEMNIFIED PERSONS WITH RESPECT TO WHICH INDEMNIFIED PERSONS ARE INDEMNIFIED AGAINST LOSS BY CONSULTANT HEREUNDER WITHIN FIFTEEN (15) DAYS OF THE HCHA'S RECEIPT OF NOTICE OF SUCH CLAIM, AND SHALL PROMPTLY DELIVER TO CONSULTANT THE ORIGINAL OR A TRUE COPY OF ANY SUMMONS OR OTHER PROCESS, PLEADING, OR NOTICE ISSUED OR SERVED IN ANY SUIT OR OTHER PROCEEDING TO ASSERT OR ENFORCE ANY SUCH CLAIM. IF THE HCHA OR ANY OF THE INDEMNIFIED PERSONS DO NOT PROVIDE THIS NOTICE WITHIN THE FIFTEEN (15) DAY PERIOD, IT DOES NOT WAIVE ANY RIGHT TO INDEMNIFICATION EXCEPT TO THE EXTENT THAT CONSULTANT IS PREJUDICED, SUFFERS LOSS, OR INCURS EXPENSE BECAUSE OF THE DELAY.

FOLLOWING SUCH NOTIFICATION, AND EXCEPT AS OTHERWISE PROVIDED BELOW, CONSULTANT SHALL DEFEND ANY SUCH SUIT AT ITS SOLE COST AND EXPENSE WITH ATTORNEYS OF ITS OWN SELECTION WHO ARE REASONABLY SATISFACTORY TO HCHA.

CONSULTANT SHALL CONTROL THE DEFENSE AND ANY NEGOTIATIONS TO SETTLE THE CLAIM, BUT THE INDEMNIFIED PERSONS SHALL HAVE THE RIGHT, IF THEY SEE FIT, TO PARTICIPATE IN SUCH DEFENSE AT THEIR OWN EXPENSE. CONSULTANT SHALL HAVE THE POWER TO SETTLE THE CLAIM WITHOUT THE CONSENT OR AGREEMENT OF HCHA UNLESS THE SETTLEMENT WOULD (I) RESULT IN INJUNCTIVE RELIEF OR OTHER EQUITABLE REMEDIES OR OTHERWISE REQUIRE THE INDEMNIFIED PERSONS TO COMPLY WITH RESTRICTIONS OR LIMITATIONS THAT WOULD ADVERSELY AFFECT THE INDEMNIFIED PERSONS, (II) REQUIRE THE INDEMNIFIED PERSONS TO PAY AMOUNTS THAT CONSULTANT DOES NOT FUND IN FULL, (III) NOT RESULT IN THE INDEMNIFIED PERSONS' FULL AND COMPLETE RELEASE FROM ALL LIABILITY TO THE CLAIMANTS OR OTHER PARTIES THAT ARE PARTIES TO OR ARE OTHERWISE BOUND BY THE SETTLEMENT OR (IV) ESTABLISH A PRECEDENT(S) WHICH THE INDEMNIFIED PERSONS, IN THEIR SOLE DISCRETION INDIVIDUALLY OR IN THEIR COLLECTIVE DISCRETION AS A GROUP, DETERMINES IS NOT IN THE BEST INTEREST OF THE INDEMNIFIED PERSONS.

IF CONSULTANT NOTIFIES THE HCHA IN WRITING WITHIN TEN (10) DAYS AFTER RECEIPT OF HCHA'S WRITTEN NOTICE OF A CLAIM AND REQUEST FOR INDEMNIFICATION THAT IT ELECTS NOT TO DEFEND THE CLAIM, HCHA OR ANY OF THE INDEMNIFIED PERSONS SHALL

ASSUME AND CONTROL THE DEFENSE AND ALL DEFENSE EXPENSES SHALL CONSTITUTE AN INDEMNIFICATION LOSS.

26.0 REMOVAL OF EMPLOYEES

The **HCHA** may request the successful firm(s) to immediately remove from assignment to the **HCHA** contract or to dismiss any employee found unfit to perform duties due to but limited to one or more of the following reasons:

- Neglect of duty.
- Disorderly conduct, use of abusive or offensive language, quarreling or fighting.
- Theft, vandalism, immoral conduct or any other criminal activity.
- Selling, consuming, possession, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment at the **HCHA**.

27.0 SUPERVISION

The successful Offeror shall provide adequate competent supervision at all times during the performance of the contract. A qualified Project Manager and one alternate shall be designated in writing to the **HCHA** prior to execution of the contract. The Project Manager or his designee must be available to meet with the **HCHA** personnel at any reasonable time. The successful Offeror shall provide the telephone number(s) where its representative(s) can be reached.

28.0 STATEMENT OF OWNERSHIP

The firm's submittal shall contain an explicit statement of the legal entity with which the **HCHA** will contract: name, address, phone number, and name of principal person assigned to negotiate on behalf of the firm(s). Furthermore, the firm(s) shall identify principals of any participating professional firms which subcontracts or joint ventures with the firm(s), including names, addresses, position, and description of the extent of participation in the project. If the firm(s) is a subsidiary, its relationship to parent company(ies) shall be disclosed. The firm(s) shall identify the organization and management approach to the project, as well as identify individuals who will be assigned to key management positions. Resumes of these individuals shall be provided.

29.0 M/WBE PARTICIPATION:

M/WBE PARTICIPATION: The consultant agrees to make its best efforts to subcontract with minority business enterprises and/or women business enterprises (herein called **M/WBE**) certified as such or recognized by **HCHA** as a certified **M/WBE**. Consultant shall make its best efforts to subcontract a sufficient dollar amount with **M/WBEs** to ensure that a minimum of 30 percent of the final contract dollars are expended on one or more **M/WBEs**. All adjustments that cause the contract price to increase will also increase the total amount that Consultant must make its best efforts to expend on **M/WBEs**.

USING BEST EFFORTS TO FULFILL M/WBE REQUIREMENT: In the event **HCHA** has a reasonable belief that Consultant will not use his/her/its best efforts to meet the 30 percent **M/WBE** participation goal, **HCHA** reserves the right to pull work from the contract. Best efforts may be established by showing that Consultant has contacted and solicited bids/quotes from sub-consultants and worked with the **HCHA** to seek assistance in identifying **M/WBEs**.

FAILURE TO USE YOUR BEST EFFORTS TO COMPLY MAY CONSTITUTE BREACH OF CONTRACT AND SUBJECT THE CONTRACT TO TERMINATION.

**30.0 PERTINENT FEDERAL REGULATIONS WITH REGARD TO
NONDISCRIMINATION AND EQUAL OPPORTUNITY**

The requirements of Title VIII of the Civil Rights Act of 1968 and Title VI of the Civil Rights Act of 1964, relating to prohibitions against discrimination in housing and the benefits of federally funded programs because of race, color, religion, sex or national origin must be met by the Offeror.

The Offeror must adhere to federal regulations prohibiting discrimination on the basis of age under the Age Discrimination Act of 1975, and prohibit discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1989.

The requirements of Executive Order 11246, relating to equal employment opportunity in connection with federally funded programs must be met by the Offeror.

The Offeror must also meet the requirements of Section 3 of the Housing and Urban Development Act of 1968, relating to the training and employment of individuals, and contracting for business opportunities in metropolitan areas in which federally funded programs are being operated.

The Offeror must meet the requirements of Executive Orders 11625, 12432, and 12138 relating to the use of minority and women's business enterprises in connection with federally funded programs.

“ATTACHMENT A”

GENERAL SCOPE OF SERVICES

The **HCHA** intends to select a qualified **A&E** firm or group of firms to provide architectural and engineering services for the **HCHA**'s Affordable Housing Development Program (**AHDP**). The **HCHA** may develop up to two or more affordable housing developments per year. The development(s) may be single and/or multi-family, serving the homeless, special needs persons, elderly and/or families. The development will vary in size i.e. number of units 975-125 units), bedroom type (1,2 and/or 3 brs) and varying in size (550-1050Sq.ft.). The **HCHA** anticipates a minimum of 2 floor plans for each bedroom type and three elevations for each building type. The first project is scheduled to be a 75-125 unit Homeless Development. The **HCHA** does not guarantee the amount and quantity of work under this RFQ. The design and construction work described herein is to be funded in whole, over a period of time, utilizing **HCHA**, public and private funding

It is the intention of the **HCHA** to select an **A&E** firm to provide the required **A&E** services for the **AHDP** inclusive of but not limited to design, civil and engineering services, geo technical services, construction document preparation and bidding through construction monitoring/inspection and project close-out. **HCHA** reserves the right to terminate the contract in whole or in part at any time and for any cause by written notice as described within the **RFQ**.

It is anticipated that a contract will be executed with the selected **A&E** firm for design services to begin in March 2013. The selected **A&E** firm or group of firms must show sufficient staff capability and expertise to provide all required architectural and engineering services for the scope of services requested and according to the schedules contained herein.

The tentative schedule for the initial **A&E** services follows:

Notice to Proceed (A&E)	-	March 2013
Completion of Conditions Survey,	-	April 2013
Preliminary Plans and Elevation to scale	-	May 2013
Bid Documents 75% Complete	-	June 2013
Completion of Bid Documents	-	July 2013
Issue/Publish Invitations for Bids	-	August 2013
Execute Construction Contract	-	October 2013
Issue Notice to Proceed to Contractor	-	December 2013

Note: Above dates are tentative schedules and are subject to change at the discretion of the **HCHA** and without further notice to Offerors.

The Offeror's submittal must contain a detail staffing plan/requirements necessary to complete the work program described herein. The schedule and work plan must define project staffing by

number of man-hours per major tasks by project manager and/or project architect, principal consultants and other professional staff required to complete the work program.

1. Planning Services

Planning services to be provided by the **A&E** to the **HCHA** are described below.

- a. Review the project budget for construction prepared by the **HCHA**.
- b. Interview **HCHA** staff to document maintenance and management needs.
- c. Complete a comprehensive conditions survey of the site and property and provide the **HCHA** with a written report (original and five copies) and recommendations to accomplish the goals and objectives of the program within the **HCHA** budget.
- d. Prepare preliminary cost estimates and cost alternatives to include documentation establishing the basis and methodology for all estimates.
- e. Prepare a detailed construction management plan for the construction of the project to provide the most cost effective phasing and sequencing plan for construction.
- f. Meet with **HCHA**'s Affordable Housing Division staff to review findings, alternatives, cost estimates, and construction strategies to select optimum development.
- g. Meet with the **HCHA** Affordable Housing Division staff to discuss the proposed program and project implementation schedule.

2. Design Services

Design services for this project will include the following:

- a. Furnish the **HCHA** and present, where applicable, the architectural/engineering data necessary for applications required by all local, state and federal authorities and for their review and approval.
- b. Investigate the problem areas identified and provide detailed solutions as directed by **HCHA**.
- c. Prepare drawings and specifications for the project. All plans and drawings will not exceed 24 inches by 36 inches in overall dimensions. Provide the **HCHA** with hard and electronic copies.
- d. Prepare detailed cost estimates and bidder's proposal form for the authorized project.

- e. Furnish the **HCHA** ten (15) copies of plans, specifications and other bidding documents to provide a complete set for each interested bidder, as well as for **HCHA** records.
- f. Furnish the **HCHA** copies of notices to bidders and bidder's cost proposals.
- g. Assist in the tabulation and analysis of bids and furnish recommendations on the Award of Contract.

3. Construction Administration (CA) Services

The successful candidate(s) shall provide the following services to the **HCHA** in connection with the construction of the project:

- a. Assist in the architectural/engineering phases of the preparation of formal contract documents for the award of contract.
- b. Make two (2) visits per week to the site to determine if the work is proceeding in accordance with the contract documents. In performing these services, the candidate(s) will endeavor to protect the **HCHA** against defects and deficiencies in the work of contractors. Conduct project meeting twice monthly and prepare minutes form meeting. Review all Change Order(s) and prepare an independent cost analysis/estimate and prepare recommendation(s) for **HCHA** approval. Monitor construction progress schedule and advise the **HCHA** of issues that may cause or have cause delays in the completion of the work.
- c. Based on such observations and the contractor's application for payment, candidate(s) will determine the amount owed to the contractor and will issue certificates of payment in such amounts. These certificates will constitute a representation to the **HCHA**, based on such observations and data comprising the application for payment, that work has progressed to the point indicated. By issuing a certificate of payment, the **A&E** firm will also represent to the **HCHA** that, to the best of its knowledge, information and belief, based on what its observations have revealed, the quality of work is in accordance with the contract documents. It will conduct inspections to determine the status of substantial and final completion and issue a final certificate of acceptance for the project.
- d. Consult and advise the **HCHA** weekly, in writing, during construction of the project.
- e. Review shop drawings furnished by contractors for compliance with design concepts and with information given in the contract documents, (contractor is responsible for dimensions to be confirmed and correlated at job site).
- f. Review laboratory, shop drawings and mill tests of material and equipment.

- g. Prepare and review monthly and final estimates for payments to contractors.
- h. Assist **HCHA** in performance tests required by specifications.
- i. Perform, in conjunction with the HCHA representative, final inspections of the project.
- j. After final inspection and approval of construction with the **HCHA**, the selected candidate(s) will furnish reproducible drawings brought up to “as-built” condition (hard & electronic copies). Each sheet shall be initiated by the person responsible for making corrections or additions.

4. Documentation Requirements

In broad terms, the documentation for the project will include the following:

- a. Construction drawings and technical specifications (copies as needed). See Article A, paragraph 1.2.2, **Attachment H**.
- b. Reproducible record drawings as per Article A, paragraph 1.2.5, **Attachment H**
- c. All documentation will be coordinated with the **HCHA** Affordable Housing Division and suitable for use by the **HCHA**.

5. Other Services

The candidate(s) shall also provide the following general services:

- a. Coordinate all work with the Affordable Housing Division of the **HCHA**.
- b. Sub-contract for and coordinate work with other engineering firms and/or consultants as needed or determined to complete the undertaking.
- c. All documentation must provide the basis, source and methodology for arriving at estimates, projections and assumptions.
- d. Meet with the Affordable Housing Division of **HCHA**, the Harris County and other state and local agencies, as may be necessary.
- e. Specific land use planning
- f. All units shall comply with HUD Handbook 7485.2, latest edition, Public Housing Modernization Standards Handbook, Uniform Federal Accessibility Standards, Section 504 Americans with Disabilities Act, and applicable codes, ordinances, and regulations of the City of Houston, Harris County and State of Texas:
Housing units targeted for homeless, senior residents and families (mixed

income & mixed use housing).

Each building type, shall have several different elevations. Various building elevations per building type will be required.

Varying mixes of bedrooms (1 & 2 & 3 brs.).

- g. Building design and elevations shall be in compatible with the adjacent development and the surrounding community.
- h. Community building containing property maintenance space, property management space, administrative space, kitchen, computer room(s), exercise room, and multi-purpose area. Furniture, fixtures and equipment (**FF&E**) design for this type facility is included in this scope of services.
- i. Playground, if required, shall be planned and designed.
- j. Demolition, abatement of facilities, hazardous materials identification and site improvements.
- k. Site work and infrastructure improvements within, and adjacent to, the site to allow full usage. Any utility work required outside the boundary of **HCHA**-owned property in order to provide functional utility service to the new facilities is included in the design scope of services.
- l. Street and infrastructure improvements shall be designed in accordance with existing appropriate local standards.
- m. Accessibility for the mobility impaired as well as accommodation for the hearing and visually impaired as required by **HUD** adopted Uniform Federal Accessibility Standards (**UFAS**) with appropriate associated handicap parking:
 - Five-percent accessible units and two-percent hearing and visual impaired units as required by **HUD** shall be included in each project. An exception is that each of the senior units shall be accessible. The neighborhood and individual housing units shall be visitable.
- n. The architect shall provide **CA** services within the contract amount for 110-percent of the anticipated duration of the project as determined through the bid and award process to the general contractors. Specifications and contract documents provided by the architect shall be consistent with the architect's planned Construction Administration documentation.
- o. The architectural firm shall prepare bidding documents and provide all required services that may accommodate multiple general contractors.
- p. The warranty period services shall be provided for 14 months after the date of substantial completion of the scope of work for each construction phase.
- q. One set of contract documents shall be prepared for each phase of construction.
- r. Other services required under basic services include, but are not necessarily limited

to, the following: Specific land use planning with particular attention given to relationships and compatibility of uses within the property, adjacent properties, and the surrounding neighborhood.

- i. Infrastructure analysis of street conditions, water distribution, sewer, drainage, curbs, gutters, barrier free ramps, and utilities.
- ii. Comprehensive infrastructure design to include streets, street curbs and gutters, water distribution, sanitary sewer, storm sewer, barrier free ramps, electrical distribution, street lighting, cable television, and telephone lines.
- iii. Landscape planning and development.
- iv. Interior design of standard color schemes for housing units; furnishings for model or typical units; and color schemes and furnishings for administrative and community facilities.
- v. Graphic design services as required to present the design concepts and completed designs to **HCHA**.
- vi. "Finish board" consisting of designed elevation, colors, and interior and exterior features. The finish board shall be comprehensive and include, but not be limited to, display of interior and exterior paint colors, exterior trim and rails, roof shingles, each floor covering, cabinet doors, counter tops, doors, interior hardware, each wall base material, vanity tops, etc. The first finish board(s) shall be delivered to **HCHA** in conjunction with the Design Development deliverable. A final finish board shall be provided in conjunction with the Bidding, Construction and Contract Documents (**CD**) deliverable.
- vii. A representative display board indicating the design shall be provided to **HCHA** along with the Design Development, and Bidding, Construction and Contract Documents deliverables. The display boards shall be at least 24-inches by 36-inches in size and show the representative elevation and floor plan. Each submittal shall reflect the current design. The final display board shall reflect the final design.
- viii. Geo-technical soils engineering investigations.
- ix. Initial site survey(s), topographic survey(s), and **ALTA** survey(s) as required to support project design, regulatory review/approval of design. Both initial (pre-construction) and final (post-construction) **ALTA** surveys may be ordered.
- x. Hazardous materials survey and abatement design package as part of demolition projects if applicable.
- xi. The architect shall perform the necessary due diligence to complete its design to include any surveys, measurements, building analysis and investigation, etc.
- xii. Provision for trash storage and pickup.

- xiii. Design of parking, and other site and building signage/graphics as appropriate.
- xiv. Application and response to authorities having jurisdiction to achieve final approval for issuance of permits to include subdivision approval if applicable. The permits for building construction will be secured (paid for) by the General Contractor. It is imperative that each design be reviewed by the all applicable local authorities during the design process. When final Bidding, Construction and Contract Documents are submitted to **HCHA**, there should be no further review required by local authorities, and previous local authority review comments shall be included in the final design. Failure to obtain local authority review and approval of design within the development schedule established by **HCHA**, or other difficulty of the General Contractor to obtain building permits due to design issues will result in no award of future phases of work and possible termination of base contract services.
- xv. The foundation design of the structures shall be supported by the recommendations contained in the soils report.
- xvi. The **A&E** shall develop and complete a Storm Water Pollution Prevention Plan in accordance with local, State, and Federal standards and include the plan in the specifications/drawings.
- xvii. Traffic planning and related consulting services.
- xviii. Meetings and presentations (up to four 4) to the Board that may be scheduled after hours and/or on weekends.
- xix. Cost estimating services to ensure that the final estimated cost does not exceed the budget. The architectural firm shall provide value engineering and redesign as necessary at no additional cost to **HCHA** in the event that construction bids exceed **HCHA** approved construction budget/cost estimates by more than 5-percent.
- xx. Public, private or other funding application(s) that require supporting documents from the Architect shall include written narrative, renderings and other drawings, maps, and certifications.

The full scope of architectural and engineering services to include, but not limited to, the following is required:

1. Architectural Services
2. Structural Engineering
3. Electrical Engineering
4. Mechanical Engineering
5. Civil Engineering
6. Environmental Engineering
7. Landscape Architectural Services
8. Geotechnical Testing and Engineering Services
9. Surveying Services
10. Fixture and Fittings and Equipment selection services

Ensuring the professional quality, technical accuracy, and coordination of all services required under the contract resulting from this **RFQ**.

Proactive value engineering services as required, meeting **HCHA's** budget while maintaining the development timeline.

The architectural firm is responsible for facilitating and expediting all permitting activity and sub-consultant specialists required to adhere to the schedule above and to complete the work.

The architect shall proceed to a new phase of design only after written notice to proceed to a new design phase by **HCHA**. The architect assumes all risks associated with proceeding to a new phase of design with explicit written direction by **HCHA**.

Cost estimating services.

Specific architectural and engineering studies related to the design and construction of the development(s).

The **HCHA** reserves the right to delete or add items of work or other work requirements at any stage of the contract.

Fee Proposal: When requested, the cost proposal shall be in sufficient detail to allow **HCHA** to evaluate the hours proposed for each project(s). The **A&E** is required to visit the site location and conduct a physical inspection of the site prior to submission of the fee proposal. The fee proposal shall:

- Provide for the distribution of work/dollars.

- Provide details concerning the number of hours and rates of persons assigned to each activity involved in the work.

- Provide proposed reimbursable expenses and categories.

“ATTACHMENT B”

CONFLICT OF INTEREST QUESTIONNAIRE (CIQ)

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
<p><small>This questionnaire reflects changes made to the law by H.B. 1451, 80th Leg., Regular Session.</small></p> <p><small>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</small></p> <p><small>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.008, Local Government Code.</small></p> <p><small>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</small></p>	OFFICE USE ONLY <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>	
<div style="border: 1px solid black; padding: 2px;"> 1 Name of person who has a business relationship with local governmental entity. </div>		
<div style="border: 1px solid black; padding: 2px;"> 2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. <small>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</small> </div>		
<div style="border: 1px solid black; padding: 2px;"> 3 Name of local government officer with whom filer has employment or business relationship. </div> <div style="text-align: center; margin-top: 10px;"> <hr style="width: 200px; margin: 0 auto;"/> Name of Officer </div> <p><small>This section (Item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</small></p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
<div style="border: 1px solid black; padding: 2px;"> 4 <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%;"> <hr style="width: 100%; margin: 0;"/> Signature of person doing business with the governmental entity </div> <div style="width: 35%;"> <hr style="width: 100%; margin: 0;"/> Date </div> </div> </div>		

“ATTACHMENT C”

FORM OF NON-COLLUSIVE AFFIDAVIT

STATE OF TEXAS

COUNTY OF HARRIS

_____, being first duly sworn, deposes and says that he is

(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person to fix the bid price or affiant or of any other bidder, or to fix any overhead, profit, or cost element of said bid price, or of that of any other bidder, or to secure any advantage against

THE HARRIS COUNTY HOUSING AUTHORITY

or of any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of Bidder, if Bidder is an Individual

Signature of Bidder, if Bidder is a Partnership

Signature of Officer, if Bidder is a Corporation

Subscribed and sworn to before me this ____ day of _____, 2003

Notary Public

My Commission expires: _____

“ATTACHMENT D”

M/WBE PARTICIPATION

M/WBE PARTICIPATION: The consultant agrees to make its best efforts to subcontract with minority business enterprises and/or women business enterprises (herein called **M/WBE**) certified as such or recognized by **HCHA** as a certified **M/WBE**. Consultant shall make its best efforts to subcontract a sufficient dollar amount with **M/WBEs** to ensure that a minimum of 30 percent of the final contract dollars are expended on one or more **M/WBEs**. All adjustments that cause the contract price to increase will also increase the total amount that Consultant must make its best efforts to expend on **M/WBEs**.

USING BEST EFFORTS TO FULFILL M/WBE REQUIREMENT: In the event **HCHA** has a reasonable belief that Consultant will not use his/her/its best efforts to meet the 30 percent **M/WBE** participation goal, **HCHA** reserves the right to pull work from the contract. Best efforts may be established by showing that Consultant has contacted and solicited bids/quotes from subcontractors and worked with the **HCHA** to seek assistance in identifying **M/WBEs**.

FAILURE TO USE YOUR BEST EFFORTS TO COMPLY MAY CONSTITUTE BREACH OF CONTRACT AND SUBJECT THE CONTRACT TO TERMINATION.

NOTIFICATION OF M/WBE PARTICIPATION: Consultant agrees to promptly complete and return all **M/WBE** Confirmation of Participation and **M/WBE** Confirmation of Payment forms utilized by **HCHA** to confirm **M/WBE** subcontractor by submitting copies of checks made payable to the respective **M/WBE** subcontractor signed by the Contractor.

CONSULTANT

DATE

BIDDER'S PROPOSED M/WBE PARTICIPATION FORM

Bidder proposes to work with the following **MBE/WBE** participants:

[illegible]

SAMPLE FORMAT FOR RECORDKEEPING ESTIMATED PROJECT WORK FORCE BREAKDOWN

M/WBE PARTICIPATION

JOB CATEGORY	TOTAL ESTIMATED POSITIONS NEEDED FOR PROJECT	NO. POSITIONS OCCUPIED BY PERMANENT EMPLOYEES	NUMBER OF POSITIONS NOT OCCUPIED	NUMBER OF POSITIONS TO BE FILLED WITH M/WBE
OFFICER/SUPERVISOR				
PROFESSIONAL				
TECHNICAL				
OFFICE/CLERICAL				
SERVICE WORKERS				
TRAINEES				
CONTRACTS:				
OTHERS				

Company

Project Name

Person Completing Form

Date

“ATTACHMENT E”

AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

41 CFR 60-741.4

41 CFR 60-250.4

- (a) The Consultant will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Consultant agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
- (b) The Consultant agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (c) In the event of the Consultant's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (d) The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice in a form to be prescribed by the Chief Development Officer, provided by or through the **HCHA**. Such notices shall state the Consultant's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- (e) The Consultant will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract or other understanding, that the Consultant is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- (f) The Consultant will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontract or vendor. The Consultant will take such action with request to any subcontract or purchase orders as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

The Consultant will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified.

The Consultant shall comply with the affirmative action clause prescribe in 41 C.F.R. Section 60-250.4(a) through (m) and the regulations contained in part 60-250.

“ATTACHMENT F”

Instructions to Offerors for Non-Construction Contracts (Form HUD-5369-B)

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

“ATTACHMENT G”

**CERTIFICATIONS and REPRESENTATIONS of OFFERERS
for NON-CONSTRUCTION CONTRACTS (Form HUD-5369-C)**

**Certifications and
Representations
of Offerors
Non-Construction Contract**

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

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

- (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/offers shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offers 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/offers 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/offers 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/offers 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/offers, directly or indirectly, to any other bidder/offers 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/offers 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/offers'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/offers's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offers'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.

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):

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:

“ATTACHMENT H”

MODEL FORM of AGREEMENT BETWEEN OWNER and DESIGN PROFESSIONAL **(Form HUD – 51915)**

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

OMB Approval No. 2577-0015 (exp. 7/31/98)

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

Previous editions are obsolete

form HUD-51915 (8/95)
ref. Handbooks 7417.1, 7450.1 & 7460.8

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. 2577-0015 (exp. 7/31/98)

Public reporting burden for this collection of information is estimated to average 0.25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. 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, Paperwork Reduction Project (2577-0015), Office of Information Technology, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600. 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.

Do not send this form to the above address.

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 Indian Preference	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 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 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:

- 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
- 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:

- 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. These documents shall include:

- 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 bidding and award of the Construction Contract. This shall include:

- Responding to inquiries
- 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 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.
- 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 for the date of the 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.
- 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 telephone 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. 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 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 "as 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 24 CFR 85.36 (f).

E. 1.2 Additional Services. The Owner shall perform a cost or price analysis as required by 24 CFR 85.36 (f) 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, 905.260 and 905.639), 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 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 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 fulfil 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 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 (24 CFR 85.36(i)(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(i)(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.

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 IIUD assisted contracts.

G. With respect to work 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 work 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).

H. Pursuant to 24 CFR 905.170(b), compliance with Section 3 requirements shall be to the maximum extent consistent with, but not in derogation of compliance with section 7(b) of the Indian Self-Determination and Education Assistance, 25 U.S.C. section 450e(b) when this law is applicable.

E. 1.13 Indian Preference in Indian Housing Authority Contracts. Pursuant to 24 CFR section 905.165 and Federal law, the Design Professional shall provide Indian Preference in its contracting, training, and employment practices when this contract is with an Indian Housing Authority and shall incorporate the following language into all of its subcontracts:

(i) The work to be performed under this contract is on a project subject to section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). 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) preferences in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises.

(ii) The parties to this contract shall comply with the provisions of said section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)) and all IIUD requirements adopted pursuant to section 7(b).

(iii) In connection with this contract, the parties shall, to the greatest extent feasible, give preference in the award of any subcontracts to Indian organizations and Indian-owned Economic Enterprises, and preferences and opportunities for training and employment to Indians.

(iv) This section 7(b) clause shall be incorporated into every subcontract in connection with the project.

(v) Upon a finding by the IHA or HUD that any party to the contract is in violation of the section 7(b) clause, said party shall at the direction of the IHA, take appropriate remedial action pursuant to the contract.

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. 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 IIUD, 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)

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)

Previous editions are obsolete

Page 11 of 11

form HUD-51915 (8/95)
ref. Handbooks 7417.1, 7450.1 & 7460.8

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 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 of _____.

Owner

Design Professional

(Housing Authority)

(Firm)

(Signature)

(Signature)

(Print Name)

(Print Name)

(Print Title)

(Print Title)

“ATTACHMENT B”

A& E FIRM QUALIFICATIONS

STANDARD FORM (SF) 254

STANDARD FORM (SF) 254	Architect-Engineer and Related Services Questionnaire	Form Approved OMB No. 9000-0004
<p>Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS) Office of Federal Acquisition and Regulatory Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0004), Washington, D.C. 20503.</p>		
<p>Purpose: The policy of the Federal Government in acquiring architectural, engineering, and related professional services is to encourage firms lawfully engaged in the practice of those professions to submit annually a statement of qualifications and performance data. Standard Form 254, "Architect-Engineer and Related Services Questionnaire," is provided for that purpose. Interested A-E firms (including new, small, and/or minority firms) should complete and file SF 254's with each Federal agency and with appropriate regional or district offices for which the A-E is Qualified to perform services. The agency head for each proposed project shall evaluate these qualification resumes, together with any other performance data on file or requested by the agency, in relation to the proposed project. The SF 254 may be used as a basis for selecting firms for discussions, or for screening firms preliminary to inviting submission of additional information.</p> <p>Definitions: "Architect-Engineer Services" are defined in Part 36 of the Federal Acquisition Regulation. "Parent Company" is that firm, company, corporation, association or conglomerate which is the major stockholder or highest tier owner of the firm completing this questionnaire, i.e., Firm A is owned by Firm B which is, in turn, a subsidiary of Corporation C. The "parent company," of Firm A is Corporation C. "Principals" are those individuals in a firm who possess legal responsibility for its management. They may be owners, partners, corporate officers, associates, administrators, etc. "Discipline" as used in this questionnaire, refers to the primary technological capability of individuals in the responding firm. Possession of an academic degree, professional registration, certification, or extensive experience in a particular field of practice normally reflects an individual's primary technical discipline. "Joint Venture" is a collaborative undertaking by two or more firms or individuals for which the participants are both jointly and individually responsible. "Consultant," as used in this questionnaire, is a highly specialized individual or firm having significant input and responsibility for certain aspects of a project and possessing unusual or unique capabilities for assuring success of the finished work. "Prime" refers to that firm which may be coordinating the concerted and complementary inputs of several firms, individuals or related services to produce a completed study or facility. The "prime" would normally be regarded as having full responsibility and liability for quality of performance by itself as well as by subcontractor professionals under its jurisdiction.</p> <p>"Branch Office" is a satellite, or subsidiary extension, of a headquarters office of a company, regardless of any differences in name or legal structure of such a branch due to local or state laws. "Branch offices" are normally subject to the management decisions, bookkeeping, and policies of the main office.</p> <p>Instructions of Filing (Numbers below correspond to numbers contained in form): 1. Type accurate and complete name of submitting firm, its address, and zip code. 1a. Indicate whether form is being submitted in behalf of a parent firm or a branch office. (Branch office submissions should list only personnel in, and experience of, that office.) 2. Provide date the firm was established under the name shown in question 1. 3. Show date on which form is prepared. All information submitted shall be current and accurate as of this date. 4. Enter type of ownership, or legal structure, of firm (sole proprietor, partnership, corporation, joint venture, etc.). Check appropriate boxes indicating if firm is (a) a small business concern; (b) a small business concern owned and operated by socially and economically disadvantaged individuals; and (c) Woman-owned (See 48 CFR 19.101 and 52.219-9). 5. Branches of subsidiaries of large or parent companies, or conglomerates, should insert name and address of highest-tier owner. 5a. If present firm is the successor to, or outgrowth of, one or more predecessor firms, show name(s) of former entity(ies) and the year(s) of their original establishment. 6. List not more than two principals from submitting firm who may be contacted by the agency receiving this form. (Different principals may be listed on forms going to another agency.) Listed principals must be empowered to speak for the firm on policy and contractual matters. 7. Beginning with the submitting office, list name, location, total number of personnel, and telephone numbers for all associated or branch offices; (including any headquarters or foreign offices) which provide A-E and related services. 7a. Show total personnel in all offices. (Should be sum of all personnel, all branches.) 8. Show total number of employees, by discipline, in submitting office. ("If form is being submitted by main or headquarters office, form should list total employees, by discipline, in all offices.) While some personnel may be qualified in several disciplines, each person should be counted only once in accord with his or her primary function. Include clerical personnel as "administrative." Write in any additional disciplines -- sociologists, biologists, etc. -- and number of people in each, in blank spaces.</p>		

STANDARD FORM (SF) 254 Architect-Engineer and Related Services Questionnaire

9. Using chart (below) insert appropriate index number to indicate range of professional services fees received by submitting firm each calendar year for last five years; most recent year first. Fee summaries should be broken down to reflect the fees received each year for (a) work performed directly for the Federal Government (not including grant and loan projects) or as a sub to other professionals performing work directly for the Federal Government; (b) all other domestic work, U.S. and possessions; including Federally-assisted projects; and (c) all other foreign work.

Ranges of Professional Services Fees

INDEX		INDEX
1. Less than \$100,000	5. \$1 million to \$2 million	
2. \$100,000 to \$250,000	6. \$2 million to \$5 million	
3. \$250,000 to \$500,000	7. \$5 million to \$10 million	
4. \$500,000 to \$1 million	8. \$10 million or greater	

10. Select and enter, in numerical sequence, **not more than thirty** (30) "Experience Profile Code" numbers from the listing (next page) which most accurately reflect submitting firm's demonstrated technical capabilities and project experience. **Carefully review list.** (It is recognized some profile codes may be part of other services or projects contained on list; firms are encouraged to select profile codes which best indicate type and scope of services provided on past projects.) For each code number, show total number of projects and gross fees (in thousands) received for profile projects performed by firm during past few years. If firm has on or more capabilities not included on list, insert same in blank spaces at end of list and show numbers in question 10 on the form. In such cases, the filled-in listing **must** accompany the complete SF 254 when submitted to the Federal agencies.

11. Using the "Experience Profile Code" numbers in the same sequence as entered in item 10, give details of at least one recent (within last five years) representative project for each code number, up to a **maximum** of thirty (30) separate projects, or portions of projects, for which firm was responsible. (Project examples may be used more than once to illustrate different services rendered on the same job. Example: a dining hall may be part of an auditorium or educational facility.) Firms which select less than thirty "profile codes" may list two or more project examples (to illustrate specialization) for each code number so long as total of all project examples does not exceed thirty (30). After each code number in question 11, show: (a) whether firm was "p," the prime professional, or "C," a consultant, or "JV," part of a joint venture on that particular project (new firms, in existence less than five (5) years may use the symbol "IE" to indicate "Individual Experience" as opposed to firm experience); (b) provide name and location of the specific project which typifies firm's (or individual's) performance under that code category; (c) give name and address of the owner

of that project (if government agency indicate responsible office); (d) show the estimated construction cost (or other applicable cost) for that portion of the project for which the firm was primarily responsible. (Where no construction was involved, show approximate cost of firm's work); and (e) state year work on that particular project was, or will be, completed.

12. The completed SF 254 should be signed by a principal of the firm, preferably the chief executive officer.

13. Additional data, brochures, photos, etc. should not accompany this form unless specifically requested.

NEW FIRMS (not reorganized or recently-amalgamated firms) are eligible and encouraged to seek work from the Federal Government in connection with performance of projects for which they are qualified. Such firms are encouraged to complete and submit Standard Form 254 to appropriate agencies. Questions on the form dealing with personnel or experience may be answered by citing experience and capabilities of individuals in the firm, based on performance and responsibility while in the employee of others. In so doing, notation of this fact should be made on the form. In question 9, write in "N/A" to indicate "not applicable" for those years prior to firm's organization.

Experience Profile Code Numbers for use with questions 10 and 11		
001 Acoustics; Noise Abatement	041 Graphic Design	085 Product, Machine & Equipment Design
002 Aerial photogrammetry	042 Harbors; Jetties; Piers; Ship Terminal Facilities	086 Radar; Sonar; Radio & Radar Telescopes
003 Agricultural Development; Grain Storage; Farm Mechanization	043 Heating; Ventilating; Air Conditioning	087 Railroad; Rapid Transit
004 Air Pollution Control	044 Health Systems Planning	088 Recreation Facilities (<i>Parks, Marinas, Etc.</i>)
005 Airports; Navalds; Airport Lighting;	045 Highrise; Air-Rights-Type Buildings	089 Rehabilitation (<i>Buildings; Structures; Facilities</i>)
006 Aircraft; Fueling	046 Highways; Streets; Airfield Paving	090 Resource Recover; Recycling
007 Airports; Terminals & Hangars; Freight Handling	047 Historical Preservation	091 Radio Frequency Systems &Shieldings
008 Arctic Facilities	048 Hospital & Medical Facilities	092 Rivers; Canals; Waterways; Flood Control
009 Auditoriums & Theatres	049 Hotels; Models	093 Safety Engineering; Accident Studies; OSHA Studies
010 Automation; Controls; Instrumentation	050 Housing (<i>Residential, Multi-Family; Apartments; Condominiums</i>)	094 Security Systems; Intruder & Smoke Detection
011 Barracks; Dormitories	051 Hydraulics & Pneumatics	095 Seismic Designs & Studies
012 Cemeteries (<i>Planning & Relocation</i>)	052 Industrial Buildings; Manufacturing Plants	096 Sewage Collection, Treatment and Disposal
013 Chemical Processing & Storage	053 Industrial Processes; Quality Control	097 Soils & Geologic Studies; Foundations
014 Churches; Chapels	054 Interior Design; Space Planning	098 Solar Energy Utilization
015 Codes; Standards; Ordinances	055 Irrigation; Drainage	099 Solid Wastes; Incineration; Land Fill
016 Cold Storage; Refrigeration; Fast Freeze	056 Judicial and Courtroom facilities	100 Special Environments; Clean Rooms, Etc.
017 Commercial Building (<i>low rise</i>); Shopping Centers	058 Laboratories; Medical Research Facilities	101 Structural Design; Special Structures
018 Communication Systems; TV;	059 Landscape Architecture	102 Surveying; Mapping; Flood Plain Studies
019 Microwave	060 Libraries; Museums; Galleries	103 Swimming Pools
020 Computer Facilities; Computer Service Conservation and Resource Management	061 Lighting (<i>Interiors; Display; Theatre, Etc.</i>)	104 Storm Water Handling & Facilities
021 Construction Management	062 Lighting (<i>Exteriors; Streets; Memorials; Athletic Fields, Etc.</i>)	105 Telephone Systems (<i>Rural; Mobile; Intercom, Etc.</i>)
022 Corrosion Control; Cathodic Protection; Electrolysis	063 Materials handling Systems; Conveyors; Sorters	106 Testing Inspection Services
023 Cost Estimating	064 Metallurgy	107 Traffic & Transportation Engineering
024 Dams (<i>Concrete-Arch</i>)	065 Microclimatology; Tropical Engineering	108 Towers (<i>Self-Supporting & Guyed Systems</i>)
025 Dams (<i>Earth; Rock</i>); Dikes; Levees	066 Military Design Standards	109 Tunnels & Subways
026 Desalinization (<i>Process & Facilities</i>)	067 Mining & Mineralogy	110 Urban Renewals; Community Development
027 Dining Halls; Clubs; Restaurants	068 Missile Facilities (<i>Silos; Fuels; Transport</i>)	111 Utilities (<i>Gas & Steam</i>)
028 Ecological & Archeological Investigations	069 Modular Systems Design; Pre-Fabricated Structures or Components	112 Value Analysis; Life-Cycle Costing
029 Educational Facilities; Classrooms	070 Naval Architecture; Off-Shore Platforms	113 Warehouses & Depots
030 Electronics	071 Nuclear Facilities; Nuclear Shielding	114 Water Resources; Hydrology; Ground Water
031 Elevators; Escalators; People-Movers	072 Office Building; Industrial Parks	115 Water Supply; Treatment and Distribution
032 Energy Conservation; New Energy Sources	073 Oceanographic Engineering	116 Wind Tunnels; Research/Testing Facilities Design
033 Environmental Impact Studies; Assessments or Statements	074 Ordnance; Munitions; Special Weapons	117 Zoning; Land Use Studies
034 Fallout Shelters; Blast-Resistant Design	075 Petroleum Exploration; Refining	201
035 Field Houses; Gyms; Stadiums	076 Petroleum and Fuel (<i>Storage and Distribution</i>)	202
036 Fire Protection	077 Pipelines (<i>Cross-Country - Liquid & Gas</i>)	203
037 Fisheries; Fish Ladders	078 Planning (<i>Community, Regional Area-wide and State</i>)	204
038 Forestry & Forest Products	079 Planning (<i>Site, Installation, and Project</i>)	205
039 Garages; Vehicle Maintenance Facilities	080 Plumbing & Piping Design	
Parking Decks	081 Pneumatic Structures, Air-Support Buildings	
	082 Postal Facilities	
	083 Power Generation, Transmission, Distribution	
	084 Prisons & Correctional Facilities	

Profile of Firm's Project Experience, Last 5 Years								
Profile	Number of	Total Gross Fees (in thousands)	Profile Code	Number of Projects	Total Gross Fees (in thousands)	Profile Code	Number of Projects	Total Gross Fees (in thousands)
1)			11)			21)		
2)			12)			22)		
3)			13)			23)		
4)			14)			24)		
5)			15)			25)		
6)			16)			26)		
7)			17)			27)		
8)			18)			28)		
9)			19)			29)		
10)			20)			30)		

11. Project examples, Last 5 Years					
Profile Code	"P," "C," "JV," or "IE"	Project Name and Location	Owner Name and Address	Cost of Work (in thousands)	Completion Date (Actual)
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STANDARD FORM 254 PAGE 5 (REV. 11-92)

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STANDARD FORM 254 PAGE 6 (REV. 11-92)

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12. The foregoing is a statement of facts				Date:	
_____ Typed Name and Title: _____					

STANDARD FORM 254 PAGE 7 (REV. 11-92)

Experience Profile Code Numbers for use with questions 10 and 11		
001 Acoustics; Noise Abatement	041 Graphic Design	085 Product, Machine & Equipment Design
002 Aerial photogrammetry	042 Harbors; Jetties; Piers; Ship Terminal Facilities	086 Radar; Sonar; Radio & Radar Telescopes
003 Agricultural Development; Grain Storage; Farm Mechanization	043 Heating; Ventilating; Air Conditioning	087 Railroad; Rapid Transit
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010 Automation; Controls; Instrumentation	050 Housing (<i>Residential, Multi-Family; Apartments; Condominiums</i>)	094 Security Systems; Intruder & Smoke Detection
011 Barracks; Dormitories	051 Hydraulics & Pneumatics	095 Seismic Designs & Studies
012 Cemeteries (<i>Planning & Relocation</i>)	052 Industrial Buildings; Manufacturing Plants	096 Sewage Collection, Treatment and Disposal
013 Chemical Processing & Storage	053 Industrial Processes; Quality Control	097 Soils & Geologic Studies; Foundations
014 Churches; Chapels	054 Interior Design; Space Planning	098 Solar Energy Utilization
015 Codes; Standards; Ordinances	055 Irrigation; Drainage	099 Solid Wastes; Incineration; Land Fill
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017 Commercial Building (<i>low rise</i>); Shopping Centers	058 Laboratories; Medical Research Facilities	101 Structural Design; Special Structures
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025 Dams (<i>Earth; Rock</i>); Dikes; Levees	066 Military Design Standards	109 Tunnels & Subways
026 Desalination (<i>Process & Facilities</i>)	067 Mining & Mineralogy	110 Urban Renewals; Community Development
027 Dining Halls; Clubs; Restaurants	068 Missile Facilities (<i>Silos; Fuels; Transport</i>)	111 Utilities (<i>Gas & Steam</i>)
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029 Educational Facilities; Classrooms	070 Naval Architecture; Off-Shore Platforms	113 Warehouses & Depots
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	082 Postal Facilities	
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	084 Prisons & Correctional Facilities	

Profile of Firm's Project Experience, Last 5 Years								
Profile	Number of	Total Gross Fees (in thousands)	Profile Code	Number of Projects	Total Gross Fees (in thousands)	Profile Code	Number of Projects	Total Gross Fees (in thousands)
1)			11)			21)		
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3)			13)			23)		
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7)			17)			27)		
8)			18)			28)		
9)			19)			29)		
10)			20)			30)		

11. Project examples, Last 5 Years					
Profile Code	"P," "C," "JV," or "IE"	Project Name and Location	Owner Name and Address	Cost of Work (in thousands)	Completion Date (Actual)
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STANDARD FORM 254 PAGE 5 (REV. 11-92)

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STANDARD FORM 254 PAGE 7 (REV. 11-92)

