

Stoughton Housing Authority

Request For Qualifications (RFQ) Designer Services

RFQ #285112724
Issue Date: December 11, 2024
Submission Due Date: December 27, 2024

Taunton Housing Authority
308 Bay Street
Taunton, MA 02072

TABLE OF CONTENTS

<u>SECTION 1: INTRODUCTION</u>	Page
1.1 STOUGHTON HOUSING AUTHORITY	3
1.2 CONTACT PERSON	3
1.3 ADVERTISEMENT	3
1.4 PRE-PROPOSAL WITH QUALIFICATIONS	4
1.5 RECEIPT OF PROPOSAL WITH QUALIFICATIONSS	4
<u>SECTION 2: GENERAL CONDITIONS</u>	
2.1 PROPOSAL WITH QUALIFICATIONS DATE AND TIME	4
2.2 ADDENDUMS AND CHANGES	4
2.3 REQUESTS FOR INTERPRETATIONS	4
2.4 TIME FOR ACCEPTANCE	4
2.5 UNEXPECTED CLOSURES	4
2.6 PRESENTATIONS/INTERVIEWS	5
2.7 CONTRACT	5
2.8 CONSTRUCTION BUDGET	5
2.9 PROPERTIES AND PROPOSED WORK	5
2.10 INSURANCE	5
<u>SECTION 3: DESIGNERS RESPONSIBILITIES</u>	
3.1 BASIC SERVICES	6
3.2 SCHEDULE	7
3.3 SCHEMATIC/PRELIMINARY DESIGN	7
3.4 DEVELOPMENT DESIGN	7
3.5 CONSTRUCTION DOCUMENTS	7
3.6 BIDDING AND AWARD PHASE	8
3.7 CONSTRUCTION PHASE	8
<u>SECTION 4: AUTHORITY'S RIGHTS</u>	8
<u>SECTION 5: PROPOSAL WITH QUALIFICATIONS SUBMISSION</u>	
5.1 SUBMISSION	9
5.2 SUBMISSION FORMS	9
<u>SECTION 6: AWARD OF CONTRACT</u>	10
<u>SECTION 7: ATTACHMENTS</u>	10

1.1 STOUGHTON HOUSING AUTHORITY

The Stoughton Housing Authority is a public entity that provides both State and Federally subsidized housing and housing assistance to low-income families, within the Town of Stoughton. The Authority is headed by an Executive Director and is governed by a board of commissioners. It is subject to the requirements of Title 24 of the Code of Federal Regulations, Mass. General Law and the Authority's procurement policy.

Currently, the Authority owns and/or manages: (a) 9 family apartment complexes totaling 46 units; (b) 4 senior and disabled complexes, totaling 225 units throughout the Town of Stoughton and (c) administers approximately 48 Section 8 Housing Choice Vouchers.

In keeping with its mandate to provide efficient and effective services, the Authority is now soliciting sealed proposal with qualifications from qualified, licensed and insured entities to provide the listed services to the Authority. All proposals with qualifications submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety.

1.2 CONTACT PERSON

Benedict Afolayan, Project Manager of Modernization
Taunton Housing Authority
308 Bay Street
Taunton, MA 02780
Telephone: 774-683-0050
Email: bafolayan@tauntonhousing.com

1.3 ADVERTISEMENT

The Taunton Housing Authority, on behalf of the Stoughton Housing Authority, is seeking proposal with qualifications from qualified professional Architectural firms to provide designer services as outlined in this RFQ and in HUD form 51915 for Roof Replacement, Roof Gutters and Downspout. The property is located at 120-150 Britton Avenue, Stoughton, MA AKA Stoughton, Memorial Village.

This Request for Qualifications with is being conducted in accordance with the provisions of Massachusetts General Laws Chapter 7C, Section 44-58. The Contract must be awarded in accordance with the requirements of this Request for Qualification ("RFQ"). If it becomes necessary to revise any part of the RFQ or otherwise provide additional information, addenda will be issued to all prospective proposers who received copies of the original request and identified themselves to the Authority.

RFQ documents will be available online on Monday November 11, 2024, and can be obtained at www.tauntonhousing.com/procurement

Proposal with qualifications with "Statement of Qualifications" should be submitted to Benedict Afolayan, Project Manager of Modernization and must be delivered to the Taunton Housing Authority, Administrative Office, 308 Bay Street, Taunton, MA 02780 by 11:00 a.m. on or before Wednesday, November 27, 2024. Proposal with qualifications must be in a sealed envelope clearly marked on the outside "Qualifications for Designer Services" enclosed.

Interested firms must be registered in the state of Massachusetts and be experienced in residential design, federal and state bidding and construction laws. The estimated construction cost is **\$246,000.00.**

1.4 PRE-PROPOSAL WITH QUALIFICATIONS

All proposers are urged to visit the sites before submitting their proposal with qualifications. Failure to do so is at the proposer's own risk. Site visits will be conducted by appointment only and may be scheduled by contacting Mr. Benedict Afolayan.

1.5 RECEIPT OF PROPOSAL WITH QUALIFICATIONS

Proposal with qualifications will be received at the Taunton Housing Authority, 308 Bay Street, Taunton, MA 02780.

Proposal with qualifications must be in a sealed envelope clearly marked on the outside "Qualifications for Designer Services" enclosed. **Submit one original and three copies of the Proposal with qualifications.**

Faxed or emailed proposals with qualifications will not be accepted.

SECTION 2: GENERAL INFORMATION

2.1 PROPOSAL WITH QUALIFICATIONS DATE AND TIME

Proposal with 'Statement of Qualifications' must be delivered to the Taunton Housing Authority, Administrative Office, 308 Bay Street, Taunton, MA 02780 **by 11:00 a.m. on or before Monday, November 27, 2024.**

2.2 ADDENDUMS AND CHANGES

Changes to this Request for Qualifications (RFQ) shall be issued as addenda. Addenda shall be mailed, faxed or emailed to all persons on record as having picked up the RFQ.

2.3 REQUESTS FOR INTERPRETATIONS

Questions concerning this RFQ must be submitted in writing to Benedict Afolayan. Questions may be mailed or emailed, and written responses will be mailed or emailed to all persons on record as having picked up the RFQ documents.

2.4 TIME FOR ACCEPTANCE

The Authority shall have forty-five (45) days following the receipt of Proposal with qualifications to award this contract.

2.5 UNEXPECTED CLOSURES

If, at the time of the scheduled proposal with qualifications submission deadline, the Administrative Office is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the time for receipt of Proposal with qualifications will be postponed until 2:00 PM on the next normal business day. Proposals with qualifications will be accepted until that time and date.

2.6 PRESENTATION/INTERVIEWS

The Authority may invite finalists to appear for an interview and presentation of their proposal with qualifications or to provide additional information. All finalists will be afforded the same opportunity to meet with the Housing Authority.

2.7 CONTRACT

The successful Firm will be expected to execute a standard HUD 51915 Contract with the Authority, a copy of which is included as an attachment with this RFQ. Should the selected Firm fail to execute the contract, the Authority reserves the right to award the contract to the next most advantageous proposal with qualifications.

2.8 CONSTRUCTION BUDGET

The construction budget is estimated to be **\$246,000.00**, which will be funded under the Authority's Federal Capital Fund Grant Program (CFP).

2.9 PROPERTIES AND PROPOSED WORK

The Designer shall provide but not limited to the services outlined in these documents for the property listed below:

1. Stoughton Memorial Village, 120-150 Britton Avenue, Stoughton, MA – Built in 1981 this is an elderly and disabled development that consists of three (3) two-story buildings and a separate building with a community room and laundry room. There is a total of 40 units at this development.
2. This will be a multi-phased project due to budget constraints. The number of phases will be determined during the design phase.
3. The Scope of the project includes but is not limited to: removal of the existing roofing to roof deck, replacement of the damaged sheathing, replacement of step flashing/chimney flashing where required, replacement of all vent stack flashing and roof jacks with new, installation of new lifetime architectural shingles or rolled roofing, roofing underlayment, ice and water shield, flashing, drip edge, and continuous ridge and eave vents.

2.10 INSURANCE

Professional Liability Insurance

In accordance with MGL c.7 the Designer shall, at its own expense, obtain and maintain a Professional Liability Policy covering errors, omissions or negligent acts arising out of the performance of this Contract in an amount stated in the RFQ but in no event less than 100% of the Project Construction Budget. Insurance coverage in excess of \$1,000,000.00 shall not be required, unless so stated in the RFQ. The Designer may have Professional Liability Policy with a deductible which exceeds \$15,000. If it submits a statement of current net worth to the Authority demonstrating to the Authority's satisfaction that it has financial resources sufficient to pay any such deductible amount.

The coverage shall be in force from the time of Contract execution until two (2) years beyond the date when Certificate of Final Completion of Construction is executed. Such insurance may be written on a year-to-year basis. The Designer shall immediately notify the Authority should coverage become unavailable or should there be a change in its insurer during the coverage period.

Certificates as to insurance and as to each renewal of a policy substantiating that required insurance coverage is and continues in effect shall be filed with the Authority upon entry of the Contract and annually or by the insured, shall be given in writing by the insurer to the authority, at least fifteen days prior to the intended effective date of cancellation, which date should be specified in said notice.

Workers' Compensation Insurance

The Designer shall, before commencing performance of the Contract, provide, by insurance, for the payment of compensation and the furnishing of other benefits in accordance with MGL c. 152, as amended, to all persons employed by the Designer and shall continue such workers' compensation insurance in full force and effect during the term of the Contract.

All Proposers must submit with their proposal with qualifications with qualifications the required Certificates of Insurance as detailed in Section D 1.7 of HUD 51915.

SECTION 3: DESIGNER RESPONSIBILITIES

3.1 BASIC SERVICES

The Designers Basic Services consist of the work outlined in this RFQ and may include all necessary sanitary, structural, fire protection, civil, mechanical and electrical engineering; energy evaluations; detailed cost estimates; site planning and landscape; bidding and administering the Contract Documents for Construction.

The Designer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, estimates and other work furnished by the Designer and Designer's sub-consultants or subcontractors. Changes, corrections, additions or deletions requested by the Authority shall be incorporated into the design of the Project unless detailed objections thereto are received from the Designer and subsequently approved by the Authority.

The Designer shall complete the services specified in this RFQ and required under the Contract, meeting the schedule and submission dates established in this RFQ or as they may be modified by the written approval from the Authority.

The Designer services shall be performed in conformance with applicable Federal, State and Local laws, ordinances and regulations.

The Designer shall perform all professional and necessary functions related to each construction program including but not limited to, complete architectural design, engineering and construction administration services for the following:

- A. Program Review and Assessment
- B. Schematic Design
- C. 100% Construction Documents, including but not limited to Project Manual and Drawings

- D. Final Cost Estimate (prior to bidding)
- E. Bidding
- F. Kick Off Meeting
- G. Construction Monitoring (weekly)
- H. Reviewing, Approving and Processing Monthly Payment Requisitions
- I. Punch List Preparation
- J. Final Walk-through
- K. Post Construction Review
- L. Project Closing
- M. Warranty inspection

3.2 SCHEDULE

The selected Designer shall have the capacity to meet a bidding schedule that ensures bids are due by or before January 17, 2025. Phase one construction contract must be signed.

3.3 SCHEMATIC/PRELIMINARY DESIGN

After receipt of Notice To Proceed from the Authority, the selected Designer shall:

- A. Meet with the Authority staff to review project concept, goals and time schedules.
- B. Review any applicable plans made available by the Authority, gather all information necessary for a full understanding of the existing sites and buildings and verify all information, including measured drawings, existing conditions, building systems, etc.
- C. Prepare a schematic design concept that shall include all major elements of the outlined work. These documents shall also include preliminary cost estimates, outline of specifications, and ordinances and regulations. These concept plans shall be presented to the Authority for discussion and approval.

3.4 DEVELOPMENT DESIGN

Upon review and approval of the schematic/preliminary designs, the Designer shall proceed to prepare and deliver design plans and specifications. The plans and specifications shall include but not be limited to all major elements of the design, including all engineering elevations, grades, dimensions, measured locations, specifications for all sections, and cost estimate. The Authority shall have a minimum of two weeks to review and comment on development design documents.

3.5 CONSTRUCTION DOCUMENTS

After receiving written approval of development design, the Designer shall prepare and submit to the Authority the following for review and approval:

- A. Prepare final plans and specifications.
- B. Final Cost Estimate.
- C. Provide the Authority with 3 (three) sets of plans and specifications, the cost of which shall be included in the design fee and 1 (one) set to BidDocsonline.com.
- D. The project must be consistent with State, Federal & Local codes.
- E. Should bids exceed budget, the project shall be redesigned at once at no cost to the Authority.

3.6 BIDDING AND AWARD PHASE

The Designer shall,

- A. Conduct a pre-bid walk-thru and respond to questions.
- B. Issues any addenda as needed to potential bidders.
- C. Attend and conduct bid opening, review bids and make recommendations for contract award.
- D. Conduct a pre-construction conference with successful contractor and issue minutes.

3.7 CONSTRUCTION PHASE

The Designer shall,

- A. Review shop drawings and submittals for code and contract document compliance.
- B. Conduct weekly reviews of the work in progress to determine that the work is proceeding in accordance with the contract documents and in conformity with the intent of the design concept. Submit written minutes.
- C. Resolve problems and issues that arise during construction.
- D. Review and prepare change orders.
- E. Review and approve work and certify payments to contractors.
- F. Prepare punch list.
- G. Perform final equipment inspection and tests for contract compliance.
- H. Assist the Housing Authority with a project close-out.
- I. Perform nine-month warranty inspection.

SECTION 4: AUTHORITY'S RIGHTS

The Authority reserves the right to reject any or all proposal with qualifications, to waive any informality in the RFQ process, or to terminate the RFQ process at any time, if deemed by the Authority to be in its best interests.

The Authority reserves the right not to award a contract pursuant to this RFQ.

The Authority reserves the right to terminate a contract awarded pursuant to this RFQ at any time for its convenience upon 10 days written notice to the successful bidder(s).

The Authority reserves the right to retain all proposals with qualifications submitted and not permit withdrawal for a period of 45 days subsequent to the deadline for receiving proposal with qualifications without the written consent of the Authority's Contracting Officer (CO).

The Authority reserves the right to negotiate the fees proposed by the proposing entity.

The Authority reserves the right to reject and not consider any proposal with qualifications that does not meet the requirements of this RFQ, including but not necessarily limited to incomplete proposal with qualifications and/or proposal with qualifications offering alternate or non-requested services.

The Authority shall have no obligation to compensate any proposer for any costs incurred in responding to this RFQ.

The Authority shall reserve the right to at any time during the RFQ or contract process to prohibit any further participation by a proposer or reject any proposal with qualifications submitted that does not conform to any of the requirements detailed herein. By receiving and reviewing this document, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document, and further agrees that he/she will inform

the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the THA that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the Authority, but not the prospective proposer, of any responsibility pertaining to such issue.

SECTION 5: PROPOSAL WITH QUALIFICATIONS SUBMISSION

5.1 SUBMISSION

Interested firms are expected to carefully examine all RFQ documents and submit their proposal with statements of qualifications detailing the Firm's qualifications, technical expertise, management and staffing capabilities, references, and related prior experience for the work listed herein. Failure to do so will be at the proposer's risk. Proposal with qualifications that fail to provide the requested information and referenced qualifications may be deemed by the Authority to be unqualified and non-responsible which may result in disqualification and will be rejected.

These documents must be completed and signed by the person submitting the proposal with qualifications or by the person/persons who are officially authorized to do so.

Interested firms are required to submit one (1) original and three (3) copies of their proposal with qualifications which included the following information:

- A. Resumes of design professionals who will be involved in the project. Please include Licenses and registrations.
- B. List of all services offered by the firm.
- C. List of completed and on-going projects of a similar nature and size. Please include Construction costs.
- D. Corporate vote, where applicable, authorizing proposal with qualifications submission.
- E. List of professional references.
- F. Insurance limits.

5.2 SUBMISSION FORMS

All information must be typed or printed in ink, in the space provided on the RFQ documents. Proposer must complete and submit as part of their proposal with qualifications the following documents: *See attachments; all forms listed below must be filled out and returned with your proposal with qualifications and statement of qualifications:

- Commonwealth of Massachusetts Standard Designer Application Form.
- Non-Collusive Affidavit.
- Revenue Enforcement and Protection Certification. (RECAP)
- Corporate Identification.
- Corporate Certificate.
- Certificate of Vote of Authorization.

Proposers who fail to include all submission requirements and fail to provide the referenced qualifications may be deemed by the Authority to be unqualified and non-responsible. These documents must be completed and signed by the person submitting the proposal with qualifications or by the person/persons who are officially authorized to do so. Conditional Proposal with qualifications will not be accepted.

SECTION 6: AWARD OF CONTRACT

It is the Authority's intent to evaluate all eligible proposals with qualifications, select the highest-ranked respondent based on the technical factors listed below and then negotiate a fair and reasonable price that is most advantageous to the Authority. If the Authority cannot reach an agreement on a fair and reasonable price with such firm, the Authority will terminate negotiations with this firm and proceed to the next-highest rated firm until a price determined to be fair and reasonable to both parties is obtained. Once negotiations have been terminated with a firm, the Authority will not go back to that firm for additional negotiations. It should be understood by all interested firms that the contract may not be awarded to the firm offering the best price.

All proposals with qualifications will be independently evaluated by a three (3) person panel comprising of the Executive Director or her designee, RCAT Director and Project Manager

Proposal with qualifications will be evaluated and scored on the following eight (8) points of information:

1. Designers past experience with federally funded programs.
2. Evidence the Designer has the capability and forte to perform the work as indicated.
3. Designer's current workload. Evidence that the Firm has the capacity and can provide the services within the time frame required.
4. Designer's ability and history to perform the work within a prescribed construction budget.
5. Evidence of past performance in terms of cost control, quality of work and compliance with performance schedules in a timely manner.
6. Evidence that the architect and or engineer is currently registered in the Commonwealth of Massachusetts and is not or has ever been debarred from doing public work in the state of Massachusetts. (Note that this is a yes or no criterion: if the answer is no, the firm is disqualified, not point-scored)
7. Evidence that the Designer is familiar with all applicable codes concerning the proposed scope of work.
8. Rate the overall proposal with qualifications including the Designers ability to complete the bid submissions requirements, provide the necessary information and documents to fully comply with this RFQ.

The rating scale is as follows:

- 1=below average
- 2=average
- 3=above average
- 4=extraordinary

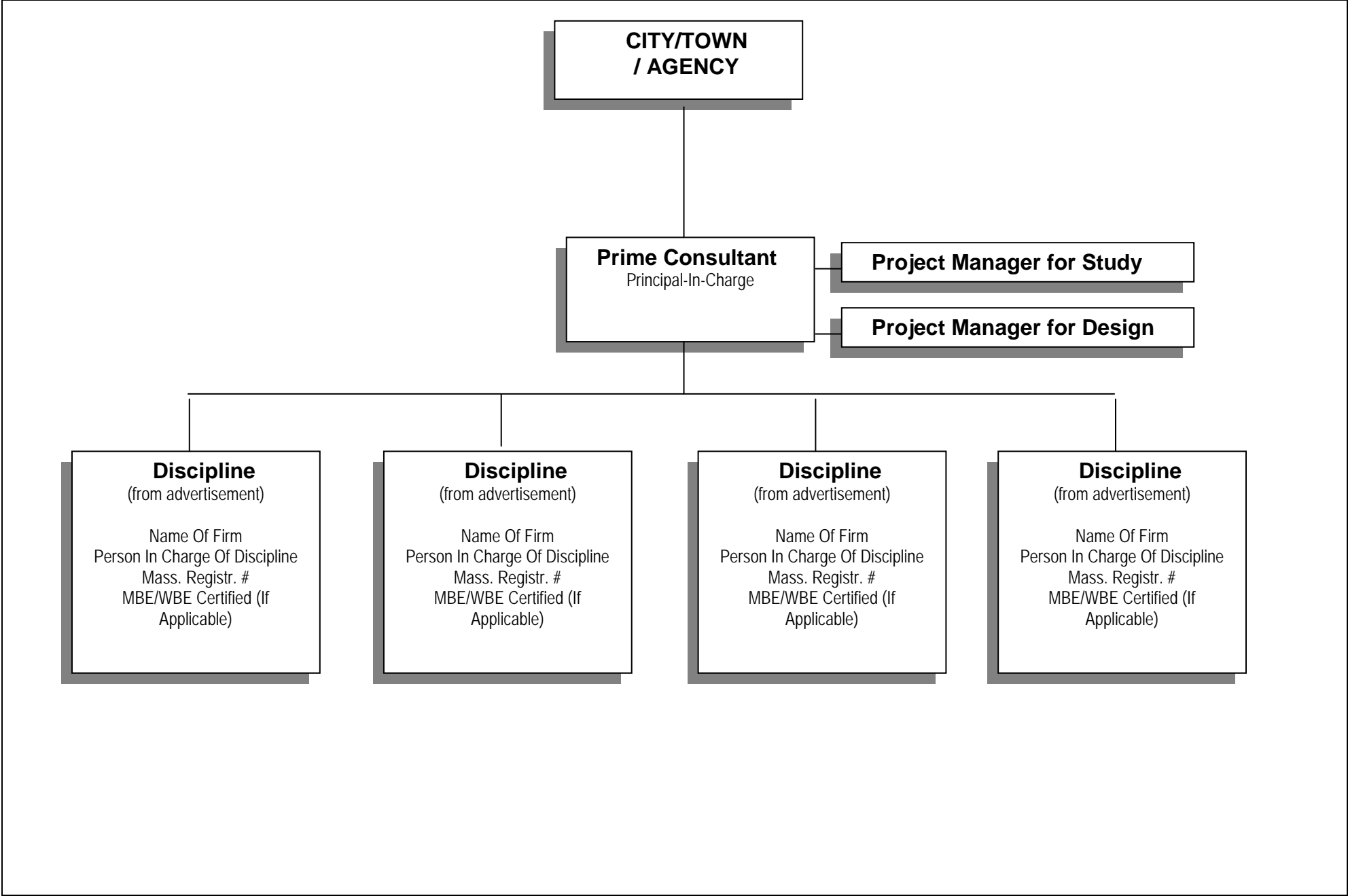
The Housing Authority will review all proposals with qualifications received and may invite selected firms in for an interview. It is understood that the Authority may also request additional information prior to making a decision.

SECTION 7: ATTACHMENTS

- Commonwealth of Massachusetts Standard Designer Application Form.
- HUD Form 51915 Model Form of Agreement Between Owner and Design Professional.
All bid documents will be incorporated into the contract.
- Revenue Enforcement and Protection Certification (RECAP)

Commonwealth of Massachusetts Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated May 2014)	1. Project Name/Location For Which Firm Is Filing:	2. Project #																																
		This space for use by Awarding Authority only.																																
3a. Firm (Or Joint-Venture) - Name and Address Of Primary Office To Perform The Work:	3e. Name Of Proposed Project Manager: For Study: (if applicable) For Design: (if applicable)																																	
3b. Date Present and Predecessor Firms Were Established:	3f. Name and Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above:																																	
3c. Federal ID #:	3g. Name and Address Of Parent Company, If Any:																																	
3d. Name and Title Of Principal-In-Charge Of The Project (MA Registration Required): Email Address: Telephone No:	3h. Check Below If Your Firm Is Either: (1) SDO Certified Minority Business Enterprise (MBE) <input type="checkbox"/> (2) SDO Certified Woman Business Enterprise (WBE) <input type="checkbox"/> (3) SDO Certified Minority Woman Business Enterprise (M/WBE) <input type="checkbox"/>																																	
4. Personnel From Prime Firm Included In Question #3a Above By Discipline (List Each Person Only Once, By Primary Function -- Average Number Employed Throughout The Preceding 6 Month Period. Indicate Both The Total Number In Each Discipline And, Within Brackets, The Total Number Holding Massachusetts Registrations):																																		
<table style="width:100%; border: none;"> <tr> <td style="width:33%;">Admin. Personnel _____ (_____)</td> <td style="width:33%;">Ecologists _____ (_____)</td> <td style="width:33%;">Licensed Site Profs. _____ (_____)</td> <td style="width:33%;">Other _____ (_____)</td> </tr> <tr> <td>Architects _____ (_____)</td> <td>Electrical Engrs. _____ (_____)</td> <td>Mechanical Engrs. _____ (_____)</td> <td>_____ (_____)</td> </tr> <tr> <td>Acoustical Engrs. _____ (_____)</td> <td>Environmental Engrs. _____ (_____)</td> <td>Planners: Urban./Reg. _____ (_____)</td> <td>_____ (_____)</td> </tr> <tr> <td>Civil Engrs. _____ (_____)</td> <td>Fire Protection Engrs. _____ (_____)</td> <td>Specification Writers _____ (_____)</td> <td>_____ (_____)</td> </tr> <tr> <td>Code Specialists _____ (_____)</td> <td>Geotech. Engrs. _____ (_____)</td> <td>Structural Engrs. _____ (_____)</td> <td>_____ (_____)</td> </tr> <tr> <td>Construction Inspectors _____ (_____)</td> <td>Industrial Hygienists _____ (_____)</td> <td>Surveyors _____ (_____)</td> <td>_____ (_____)</td> </tr> <tr> <td>Cost Estimators _____ (_____)</td> <td>Interior Designers _____ (_____)</td> <td>_____ (_____)</td> <td>_____ (_____)</td> </tr> <tr> <td>Drafters _____ (_____)</td> <td>Landscape Architects _____ (_____)</td> <td>_____ (_____)</td> <td>Total _____ (_____)</td> </tr> </table>			Admin. Personnel _____ (_____)	Ecologists _____ (_____)	Licensed Site Profs. _____ (_____)	Other _____ (_____)	Architects _____ (_____)	Electrical Engrs. _____ (_____)	Mechanical Engrs. _____ (_____)	_____ (_____)	Acoustical Engrs. _____ (_____)	Environmental Engrs. _____ (_____)	Planners: Urban./Reg. _____ (_____)	_____ (_____)	Civil Engrs. _____ (_____)	Fire Protection Engrs. _____ (_____)	Specification Writers _____ (_____)	_____ (_____)	Code Specialists _____ (_____)	Geotech. Engrs. _____ (_____)	Structural Engrs. _____ (_____)	_____ (_____)	Construction Inspectors _____ (_____)	Industrial Hygienists _____ (_____)	Surveyors _____ (_____)	_____ (_____)	Cost Estimators _____ (_____)	Interior Designers _____ (_____)	_____ (_____)	_____ (_____)	Drafters _____ (_____)	Landscape Architects _____ (_____)	_____ (_____)	Total _____ (_____)
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Drafters _____ (_____)	Landscape Architects _____ (_____)	_____ (_____)	Total _____ (_____)																															
5. Has this Joint-Venture previously worked together? <input type="checkbox"/> Yes <input type="checkbox"/> No																																		

6. List **ONLY** Those Prime And Sub-Consultant Personnel Specifically Requested In The Advertisement. This Information Should Be Presented Below In The Form Of An Organizational Chart. Include Name Of Firm And Name Of The One Person In Charge Of The Discipline, With Mass. Registration Number, As Well As MBE/WBE Status, If Applicable:



7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. <u>Include Resumes of Project Managers</u> . Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.	
a. Name and Title Within Firm:	a. Name and Title Within Firm:
b. Project Assignment:	b. Project Assignment:
c. Name and Address Of Office In Which Individual Identified In 7a Resides: <div style="text-align: right;"> MBE <input type="checkbox"/> WBE <input type="checkbox"/> </div>	c. Name and Address Of Office In Which Individual Identified In 7a Resides: <div style="text-align: right;"> MBE <input type="checkbox"/> WBE <input type="checkbox"/> </div>
d. Years Experience: With This Firm: _____ With Other Firms: _____	d. Years Experience: With This Firm: _____ With Other Firms: _____
e. Education: Degree(s) /Year/Specialization	e. Education: Degree(s) /Year/Specialization
f. Active Registration: Year First Registered/Discipline/Mass Registration Number	f. Active Registration: Year First Registered/Discipline/Mass Registration Number
g. Current Work Assignments and Availability For This Project:	g. Current Work Assignments and Availability For This Project:
h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):	h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):

8a. Current and Relevant Work By Prime Applicant Or Joint-Venture Members. Include ONLY Work Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (List Up To But Not More Than 5 Projects).					
a. Project Name And Location Principal-In-Charge	b. Brief Description Of Project And Services (Include Reference To Relevant Experience)	c. Client's Name, Address And Phone Number (Include Name Of Contact Person)	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee for Work for Which Firm Was Responsible
(1)					
(2)					
(3)					
(4)					
(5)					

8b. List Current and Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement.

Sub-Consultant Name:

a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Relevant Experience	c. Client's Name, Address And Phone Number. Include Name Of Contact Person	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee For Work For Which Firm Was/Is Responsible
(1)					
(2)					
(3)					
(4)					
(5)					

9. List All Projects Within The Past 5 Years For Which Prime Applicant Has Performed, Or Has Entered Into A Contract To Perform, Any Design Services For All Public Agencies Within The Commonwealth.

# of Total Projects:		# of Active Projects:	Total Construction Cost (In Thousands) of Active Projects (excluding studies):		
Role P, C, JV *	Phases St., Sch., D.D., C.D., A.C.*	Project Name, Location and Principal-In-Charge	Awarding Authority (Include Contact Name and Phone Number)	Construction Costs (In Thousands) (Actual, Or Estimated If Not	Completion Date (Actual or Estimated) (R)Renovation or (N)New
		1.			
		2.			
		3.			
		4.			
		5.			
		6.			
		7.			
		8.			
		9.			
		10.			
		11.			
		12.			

* P = Principal; C = Consultant; JV = Joint Venture; St. = Study; Sch. = Schematic; D.D. = Design Development; C.D. = Construction Documents; A.C. = Administration of Contract

10. Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Sub-Consultants For The Proposed Project. If Needed, Up To Three, Double-Sided 8 ½" X 11" Supplementary Sheets Will Be Accepted. **APPLICANTS ARE ENCOURAGED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED IN THE ADVERTISEMENT.**

Be Specific – No Boiler Plate

11. Professional Liability Insurance:

Name of Company	Aggregate Amount	Policy Number	Expiration Date
-----------------	------------------	---------------	-----------------

12. Have monies been paid by you, or on your behalf, as a result of Professional Liability Claims (in any jurisdiction) occurring within the last 5 years and in excess of \$50,000 per incident? Answer **YES** or **NO**. If YES, please include the name(s) of the Project(s) and Client(s), and an explanation (attach separate sheet if necessary).

13. Name Of Sole Proprietor Or Names Of All Firm Partners and Officers:

Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

14. If Corporation, Provide Names Of All Members Of The Board Of Directors:

Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

15. Names Of All Owners (Stocks Or Other Ownership):

Name And Title	% Ownership	MA. Reg.#	Status/Discipline	Name And Title	% Ownership	MA. Reg.#	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

16. I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. I further certify that this firm is a "Designer", as that term is defined in Chapter 7C, Section 44 of the General Laws, or that the services required are limited to construction management or the preparation of master plans, studies, surveys, soil tests, cost estimates or programs. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury.

Submitted by _____ Printed Name and Title _____ Date _____
 (Signature)

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

Model Form of Agreement Between Owner and Design Professional

U. S. Department of Housing OMB Approval No. 2577-0157
and Urban Development (exp. 3/31/2010)
Office of Public and Indian Housing

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

These contracts between a HUD grantee (housing agency (HA)) and an architect/engineer (A/E) for design and construction services do not require either party to submit any materials to HUD. The forms provide a contractual agreement for the services to be provided by the A/E and establishes responsibilities of both parties pursuant to the contract. The regulatory authority is 24 CFR 85.36. These contractual agreements are required by Federal law or regulation pursuant to 24 CFR Part 85.36. Signing of the contracts is required to obtain or retain benefits. The contracts do not lend themselves to confidentiality.

Table of Contents

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

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

Introduction to Agreement

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

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

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

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

The Owner and Design Professional agree as set forth below.

Article A: Services

A 1.0 Design Professional's Basic Services

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

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

A 1.2 Phases and Descriptions of Basic Services.

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

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

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

A. 1.2.5 Construction Phase. After execution of the Construction

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

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

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

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

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

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:

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

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

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

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

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

A. 2.0 Design Professional's Additional Services

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

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

Article B: Compensation and Payment

B.1.0 Basic Services

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

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

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

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

B. 2.0 Reimbursables

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

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

B. 2.1.2 Long Distance Telephone Costs. Long distance 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 Profes-

sional 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.

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 Profes-

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), the Design Professional shall provide such a certification to the Owner.

sional 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 HUD assisted contracts.

G. Reserved.

H. Reserved.

E. 1.13 Reserved.

E. 1.14 Clean Air and Water. (Applicable to contracts in excess of \$100,000). Because of 24 CFR 85.36(i)(12) and Federal law, the Design Professional shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857h-4 transferred to 42 USC § 7607, section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), on all contracts, subcontracts, and subgrants of amounts in excess of \$100,000.

E. 1.15 Energy Efficiency. Pursuant to Federal regulations (24 C.F.R 85.36(i)(13)) and Federal law, except when working on an Indian housing authority Project on an Indian reservation, the Design Professional shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163 codified at 42 U.S.C.A. § 6321 et. seq.).

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

E. 1.17 Non-applicability of Fair Housing Requirements in Indian Housing Authority Contracts. Pursuant to 24 CFR 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)

Addendum (If any)

(Additional Services and other modifications)

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

This Addendum is dated this _____ day of _____ in the year (yyyy) of _____.

Owner

Design Professional

(Housing Authority)

(Firm)

(Signature)

(Signature)

(Print Name)

(Print Name)

(Print Title)

(Print Title)

REVENUE ENFORCEMENT AND PROTECTION CERTIFICATION (RECAP)

Pursuant to Massachusetts General Laws/Chapter 62 (c), Section 49 (a),

I, _____

As, _____

Of, _____

Hereby certify under penalties of perjury that to the best of my knowledge and belief has complied with any and all applicable state tax laws.

Name of Corporation or Company

Title of Person Signing

Signature

Date

(Corporate Seal)