



**Request for Qualifications
For
Architectural & Engineering Services
1800 and 2500 Hillside Terrace Apartments
Redevelopment Project**

TACOMA HOUSING AUTHORITY

Michael Mirra, Executive Director
902 South L Street
Tacoma, Washington 98405
Phone (253) 207-4429
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Date Issued: May 02, 2009

Proposals are due at the address shown below no later than 4:00pm (PST) on May 27, 2009

Tacoma Housing Authority
ATTN: Steve Clair
902 South L Street
Tacoma, Washington 98405
Phone: 253-207-4435
Fax: 253-207-4465

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFQ AT THE OFFICES OF TACOMA HOUSING AUTHORITY ON OR BEFORE THE STATED TIME AND DATE WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE RESPONDENT. THA WILL IN NO WAY BE RESPONSIBLE FOR DELAYS CAUSED BY THE UNITED STATES MAIL DELIVERY OR CAUSED BY ANY OTHER OCCURRENCE.

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Exhibit B	HUD 5369-B Instruction to Offerors (Non-construction)
Exhibit C	HUD-2992, Certification Regarding Debarment and Suspension
Exhibit D	Non-Collusion Affidavit
Exhibit E	HUD-50070, Certification for Drug Free Workplace
Exhibit F	HUD-50071, Certification of Payment to Influence Federal Transactions
Exhibit G	HUD-5369-C Certifications and Representations of Offerors
Exhibit H	HUD-2350, Previous Participation Certification
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1. NOTICE AND INTRODUCTION

The Tacoma Housing Authority (THA) is soliciting Statement of Qualifications from multi-disciplined Architectural and Engineering (A&E) professional individuals or firms to provide professional services to do work in the City of Tacoma, Washington as described in this Request for Qualifications (RFQ). These individuals or firms shall include but are not limited to: architects, mechanical engineers, civil engineers, structural engineers, electrical engineers, cost estimators, industrial hygienists. All professionals and their sub-contractors must be licensed to work in their respective fields as required by the State of Washington.

The 1800 & 2500 Hillside Terrace Apartments are part of THA's public housing portfolio. The existing properties were built in 1970 and consist of 104 units on two sites located in Tacoma, Washington. THA is applying for a HOPE VI Program Grant to raze and rebuild the facilities into a mixed income multi-family complex.

The team for this work shall consist of a prime consultant, and sub-consultants in the professions listed above. Persons or firms interested in providing these services to THA must respond as directed in this RFQ for the purpose of showing their abilities and expertise in the areas defined in the selection criteria.

Respondents submitting proposals to the RFQ must not be debarred, suspended or otherwise prohibited from professional practice by any Federal, State or Local Agency.

The RFQ, with all provisions and submission requirements may be obtained on the THA website at www.tacomahousing.org under the Real Estate Development section. To request the RFQ electronically, please contact Yvonne Ginoulis at yginoulis@tacomahousing.org or by calling (253) 207-4439. When requesting the RFQ via email, please include your company name, contact person, phone, fax, and email. A pre-submittal conference is scheduled for **May 12, 2009 at 1:00pm**. This conference is not mandatory but firms are encouraged to attend. Proposals in response to this "RFQ" (unbound original and 4 bound copies, with appropriate tabs) are due no later than **May 27, 2009 at 4:00pm (PST)** and should be addressed as follows:

PROPOSAL: 1800 & 2500 Hillside Terrace Redevelopment Project

Steve Clair – Sr. Project Manager
902 South L Street
Tacoma, Washington 98405

Questions regarding this RFQ should be directed in writing prior to May 15, 2009 at 4:00pm (PST) to Steve Clair Fax: 253-207-4465 or sclair@tacomahousing.org.

THA is an Equal Opportunity Employer. It does not discriminate and does not do business with others who discriminate on the basis of race, color, national origin, sex, religion, age, familial status, disability, marital status, ancestry, sexual orientation or gender identity in the employment or provision of services. THA is a Public Housing Agency and does not operate under the guidelines stipulated for Indian Housing Authorities.

The Tacoma Housing Authority reserves the right to reject any and all proposals.

2. GENERAL INFORMATION

2.1 Tacoma Housing Authority

The Housing Authority of the City of Tacoma (THA) formed in 1940 under the authority of the Washington State Housing Authorities Law (RCW 35.82) and the Washington State Housing Cooperation Law (RCW 35.83). A five member Board of Commissioners appointed by the Mayor of the City of Tacoma governs THA. THA's area of operation is contiguous with that of the Tacoma city limits, which encompasses approximately 49 square miles with a 2000 population estimated at 186,000. THA owns and operates four family public housing developments, seven senior citizen public housing developments, two non-public housing multi-

family projects and multiple scattered sites. THA's total inventory is 1,168 housing units, of which 628 is public housing units and the remainder are funded through various public and private sources. THA also administers a Section 8 Housing Voucher Program serving about 3,500 households.

2.2 1800 & 2500 Hillside Terrace Redevelopment

1800 Hillside Terrace is located on the 1800 block of South G Street, Tacoma, WA. The properties are centered among many new private housing and commercial developments participating in the revitalization of Tacoma's Hilltop area. The property was originally developed in 1970 and consists of (4) residential buildings of (23) living units and a 452 sq. ft. laundry building. The site is 28,268 gross square feet and there are (23) existing parking stalls. A conceptual new development scheme provides for complete demolition of the existing dwellings and demolition and/or abandonment of all existing utilities. The redevelopment would consist of approximately (20) living units totaling 13,620 sq. ft., a laundry facility of 144 sq. ft. and applicable parking.

2500 Hillside Terrace is located on the 2500 block of South G Street, Tacoma, WA. The property was originally developed in 1970 and consists of (11) residential buildings of (81) living units, two 452 sq. ft. laundry buildings, an office with a small community space and a multi-bay garage. The dwellings total approximately 59,250 sq. ft. The site is 133,200 gross square feet and there are 97 existing parking stalls. A conceptual new development scheme provides for complete demolition of the existing dwellings and demolition and/or abandonment of all existing utilities. The redevelopment would consist of approximately (87) living units totaling 78,770 sq. ft., three laundry facilities of 432 sq. ft. and applicable parking. In addition to the above, a community center will be incorporated into the site to house community programs and supportive services. This could be a single facility which also provides office space for site management staff with adjoining maintenance facilities.

As part of the redevelopment plan, THA desires to add (4) or more affordable homeownership town-homes to be located on 1/3 acre of THA owned vacant land located at the 2300 block of South Yakima Street and another (4) town-homes proposed to be located on (2) 3000 sq. ft. parcels located adjacent to the 2500 block Hillside Terrace property.

THA envisions a signature community complete with modern amenities including a practical approach to green built and economically sustainable living, which encompasses the latest standards, best practices and leading edge technologies. The goal and approach will increase opportunities for the physical, social and economic integration of low income eligible families into privately-owned and managed communities.

2.3 HOPE VI Program Principals

THA plans to submit a 2009 HOPE VI Grant application for the redevelopment of 1800 & 2500 blocks of Hillside Terrace. This application will be prepared to fulfill HOPE VI Program goals. A Revitalization Plan which reflects the below principals will be developed and submitted on or before the deadline stipulated in the HOPE VI Notice of Funding Availability (NOFA).

HUD's HOPE VI Program embraces several principals, which offer a radical departure from prior public housing modernization programs. It is important for the selected team to understand and welcome the opportunity to work within these principals throughout the development and management process. Some of these principals include:

Neighborhood Context: Unlike prior programs, the HOPE VI initiative seeks to integrate public housing sites into the surrounding neighborhood by creating physical designs that are contextually appropriate to the surrounding neighborhood, or at the very least, creating a site that is seamless.

Off-Site Development: To further the goal of integrating public housing into the surrounding neighborhood, public housing authorities are permitted to use HOPE VI funds for development

outside of existing public housing sites. Off-site units, both for rental and home ownership, are a component of the Hillside Terrace redevelopment plan and part of the A&E Team's scope of work.

Funding for Supportive Services / Economic Development: HOPE VI goes beyond the traditional "brick and mortar" solutions and permits HOPE VI funds to be used for supportive services, self-sufficiency, and economic development purposes such as job training, placement and retention services, education, day care, etc., to the extent that public housing residents are the direct beneficiaries of these services.

Leveraging Public and Private Financing: HOPE VI permits (and encourages) public housing authorities to leverage public housing capital and operating funds with private financing resources. The redevelopment of Hillside Terrace is expected to be implemented under HUD's "Mixed Finance" Rule for public housing. This rule permits public housing authorities to (1) allow the development of projects that include non-public housing units in addition to public housing units; (2) enter into partnership arrangements with non-profit and for-profit private developers to own the mixed-finance development; and (3) transfer operating and capital subsidies to public housing units.

Private Ownership: Under the HOPE VI Program, HUD will permit public housing units (i.e., those units under the Annual Contributions Contract) to be privately owned and/or managed subject to statutory and regulatory requirements.

2.4 Tacoma Housing Authority's Role

THA will assume the following roles in the redevelopment of Hillside Terrace Apartments:

Land Owner: THA intends to lease the 1800 & 2500 Hillside Terrace properties to a Limited Partnership or Limited Liability Corporation with THA acting as the Managing Member. As landowner, THA will be concerned about preserving long term asset value through attentive property management, and ensuring that the applicable HUD and THA management requirements are being fulfilled.

HOPE VI Grantee: THA shall be the named Grantee in the HOPE VI Grant Application and, as such, is ultimately responsible for the implementation of the HOPE VI Revitalization Plan. THA is responsible for ensuring that the project is implemented within the allotted timeframe and completed in accordance with all HOPE VI Program rules and according to the plans and schedules contained in the HUD approved Revitalization Plan. THA will maintain HOPE VI management staff to provide oversight to the project.

Provider of HOPE VI Funds: THA anticipates that after a successful application process, HOPE VI funds will be made available for use by the ownership entity for the physical redevelopment of the sites including the off-site home ownership units. Additional HOPE VI funds will be made available for the Community and Supportive Services component of the plan. THA will make every effort to bring the City and local community support services together for additional contributions.

Developer: Through a Developer Agreement with the ownership entity, THA will be an integral partner in the effort to redevelop the sites as a mixed-income community that is physically and socially integrated with the surrounding neighborhood. Working in partnership with all stakeholders, THA's responsibilities as the Developer will include, but are not limited to:

- Implement a process to execute the redevelopment of 1800 and 2500 Hillside Terrace that is inclusive and in the best interest of THA, the residents and other stakeholders while maintaining, to the extent possible, the integrity of the Redevelopment Plan;
- Refine and Enhance the Redevelopment Plan: Changes may occur from the approved plan as long as any alternative proposal is responsive to the resident needs, neighborhood character and the programmatic goals of HOPE VI Program. All changes from the Redevelopment Plan will require THA, the residents and HUD review and approval;

- Determine public and private financing sources, use and availability; assemble financing package(s); prepare necessary financing application; provide all necessary financial guarantees and assurances;
- Coordinate all development activities, including community outreach, public hearings, contract management and administration, reporting and budget requirements;
- Develop and implement a successful community and supportive services program;
- Design a management structure for the new development, including a meaningful role for the residents, which adheres to HUD's and THA's marketing and occupancy strategies and requirements;
- Develop and implement a Section 3 resident employment program;
- Leadership for Design Guidelines: As part of the planning process, THA, the community residents, and the selected A&E Team will partner in programming for the development of a site plan and the establishment of the design criteria for the project. THA will refine the Revitalization Plan as required;
- Invite Resident Participation: The residents of the 1800 & 2500 Hillside Terrace will participate in the planning process. Residents shall be members of the Steering Committee, Community Advisory Committee, and Supportive Services Subcommittee. THA will champion the effectiveness and continue to promote the involvement of the residents in all aspects of the development process, including policy decisions, design review, resident training and employment opportunities, etc.;
- Site environmental assessments;
- Site surveys;
- Management of all design and construction activities to ensure completion in accordance to the requirements of all stakeholders including a timely and cost-effective approach;
- Manager and Contractor Administrator of the A&E Model Form Agreement.
- Manager and Contract Administrator of the GC/CM pre-development and construction contracts.
- Construction completion inspections and turnover acceptance;
- Adhere to all HUD mixed-finance requirements, all required evidentiaries, and other related documentation;
- Procurement of third party Quality Control/Assurance testing services.
- Establish a Community Association for the on-site and off-site home ownership units. THA as the developer and in its role as property manager for the rental units will participate and monitor activities of the Association.

Provider of Operating Subsidies: THA will make financial contributions toward the cost of operating the revitalized development in the form of federal operating subsidies for the public housing units (i.e., those units under the Annual Contributions Contract). The terms of the provision of the operating subsidies will be contained in a Regulatory and Operating Agreement, the terms of which will be negotiated between THA and the ownership entity and approved by HUD.

Asset Manager: THA will continue to have asset management responsibilities related to the public and private affordable housing units in the new development. THA will monitor and enforce the terms of its Lease and the Regulatory and Operating Agreement with the ownership entity and ensure the public housing units are managed in accordance with applicable federal requirements.

2.5 Architect and Engineering Firm's Roll

The selected A&E Team will be an integral partner of the development team in the redevelopment project. The A&E Team will be required to work closely with THA and other stakeholders throughout the effort. An A&E Services Agreement, detailing the A&E Team's responsibilities, will be negotiated and executed between THA and the A&E firm immediately upon completion of this procurement process.

Working in partnership with THA and the residents, the responsibilities of the selected A&E firm will included, but are not limited to:

- Responsible for the assemblage and management of a team of experts with the qualifications to execute the design of a lovely multi-family mixed-income community;
- Collaboration with all project stakeholders, including but not limited to, the developer, residents of the development, City Officials, opponents and proponents within the greater community, HUD, regulatory bodies, and all funding providers;
- Provide creativity and expertise during the refinement of the Revitalization Plan by providing physical designs that reflect a final comprehensive program for redevelopment;
- Prepare a master site plan supported by marketing and feasibility analysis;
- Develop comprehensive architectural/engineering plans and specifications which include resident involvement during the design process. These documents are to be utilized for estimating cost, obtaining City approvals, permits and competitive construction proposals;
- Assist THA during the various funding application processes, as requested;
- Provide creativity and expertise to provide a practical approach of developing a signature "Green Built" community that show cases a low impact walk-able neighborhood, provides energy conservation and sustainable living conditions with an added benefit of improving lives through design and construction criteria that promotes a stable living environment;
- Coordinate meetings with public utility agencies, as required;
- THA intends to procure a General Contractor/Construction Manager (GC/CM) for assistance preconstruction and construction services. The A&E shall assist THA by developing appropriate bid contract documents for THA's procurement of the GC/CM; and
- Provide continuous support throughout the construction and occupancy stages of the redevelopment.

3. SCOPE OF WORK

3.1 Type & Term Of Contract

This RFQ will lead to a contract to perform Architectural and Engineering (A&E) Services as described in section 3.2 below. The term of the contract will be as required and necessary to complete the work. THA estimates that the term of the contract will be for (3) three years.

3.2 Scope Of Services

The work of the contract will include the following Scope of Services:

Areas of A&E's Basic Services. Unless revised in a written addendum or amendment to this Agreement, in planning, designing and administering construction or redevelopment of the Project, the Arcitect shall provide THA with professional services in the following areas:

- Assistance with the HOPE VI Grant Application, as needed
- Architecture Site Planning
- Green & Sustainability Planning and Design
- Structural Engineering
- Mechanical Engineering
- Electrical Engineering
- Civil Engineering
- Landscape Arcitecture
- Cost Estimating
- Assist with Construction Contract Administration

A. Phase I – Pre-Contractual

Upon receipt of the Notice of Intent to Award from THA, at a minimum the following tasks should be completed prior to the execution of an agreement.

1. Review THA's HOPE VI Grant Application;
2. Review and comments of THA's A&E Services Agreement;
3. Review THA's timeline for bidding, construction and occupancy;
4. Organize the team of architects, engineers and sub-consultants assigned to project;
5. Receive THA's approval of submitted team members. THA reserves the right to reject any consultant, for any reason, especially if THA has reason to believe the proposed consultant may not perform satisfactorily;
6. Obtain from appropriate consultants all requirements for investigations and site testing including soils borings, test pits, percolation tests, etc., necessary for proper execution of their work. Collaborate with THA to determine whether some of this scope of work requires THA third party contracting or procured by the A&E.
7. Submit proof of errors and omissions and professional liability insurances as required by this RFQ. Include any and all required endorsements and requests to additionally insure THA;
8. Submit a detailed Gantt Chart schedule indicating major tasks and milestones for each phase of the project and in its entirety utilizing Microsoft Project or an approved similar software product;
9. Submission of a detailed A&E cost proposal including, a breakdown of tasks extended to reflect the hours and hourly rate required to fulfill each task by the position assigned to the task. Provide all backup data that supports the proposed cost including explanations for any out-of-the ordinary cost and specialty consultants proposed for the project;
10. Complete negotiations and execute the "A&E Model Form Agreement" with THA for the 1800 & 2500 Hillside Terrace Redevelopment project.

B. Phase II – Schematic Design Phase

After receipt of a Notice to Proceed from THA, the A&E 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 A&E shall revise these documents consistent with the requirements and criteria established by THA to secure THA's written approval. Additionally, the A&E shall make an independent assessment of the accuracy of the information provided by THA concerning existing conditions. Documents in this phase shall include:

- Project specific analysis of codes, ordinances, and regulations
- Zoning requirements
- Schematic Design, Green Building and Sustainability Charrettes with THA and Community Stakeholders
- Demolition, recycling planning, specifications and drawings
- Site plan(s)
- Computerized 3-D Conceptual Models or Rendering of proposed site plan
- Topography maps
- Mass grading and site balancing analysis and plans
- Scale plan of required utilities and infrastructure
- Schedule of building types, unit distribution and bedroom count
- Scale plan of all buildings, and typical dwelling units
- Wall sections and elevations
- Energy Analysis
- Cost estimates and value analysis in conjunction with the GC/CM contractor

- Outline specifications
 - Three dimensional line drawings
1. The A&E shall assemble and review all necessary legal requirements including but not limited to, codes, ordinances and other related laws and standards impacting the project.
 2. Request from THA any information required by a surveyor.
 3. Prepare general description of the project, including construction and equipment criteria.
 4. The A&E shall examine and analyze all available information provided by THA and shall advise and recommend as to additional information necessary to begin specific design work on the project.
 5. Upon analysis of all available information and prior to initiating any design, the A&E shall participate in a pre-design project meeting or meetings. The A&E shall have in attendance the individuals who represent the primary architectural and engineering disciplines assigned and approved for the project and other as requested by THA.
 6. The A&E shall participate in discussions with THA to determine the ideal timing for the procurement of the GC/CM contractor for pre-construction services.
 7. Upon written authorization from THA to proceed and, based on the approved Design Narrative, an Order-of-Magnitude Construction Budget, Program Requirements, and the Revitalization Plan, the A&E shall prepare Schematic Design Studies consisting of drawings and other documents illustrating the design concept, scale and relationship of the project components for approval by THA.
 8. During the course of design, the A&E shall schedule meetings with local officials, as required to obtain appropriate guidance for jurisdictional processes, codes and requirements to be included in the design.
 9. The A&E shall participate in weekly design progress consultations with THA, or as otherwise necessary, for coordinating and expressing the progress of the work.
 10. The A&E shall participate in design and green building charrettes with THA, the residents and other stakeholders. Anticipate at a minimum (3) design charrettes and (3) Green Building and sustainability charrettes.
 11. The A&E shall provide Gantt Chart schedule updates.
 12. The A&E shall provide THA with (4) copies of the Schematic Design Submittal including B-size drawings for THA internal reviews.

C. Phase III –Design Development Phase

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

- Drawings sufficient to fix and illustrate the project scope and character in all essential design elements
- Outline specifications
- Cost estimates and value analysis in conjunction with the GC/CM contractor
- Recommendations for phasing of demolition and construction
- Site plan(s)
- Topography maps
- Mass grading and site balancing analysis and plans

- Scale plan of required utilities and infrastructure
 - Computerized 3-D Design Model or Rendering of site plan
 - Landscape plans
 - Floor plans
 - Elevations, building and wall sections
 - Updated three dimensional line drawings
 - Engineering drawings, standards and details
1. During the course of design, the A&E shall continue meetings with local officials, as required to obtain appropriate guidance for jurisdictional processes, codes and requirements to be included in the design.
 2. Submit appropriate documentation to local jurisdictions in sufficient quantity and completeness to achieve a thorough review by regulatory bodies for the issuance of building permits as construction phasing requires.
 3. The A&E shall provide Gantt Chart schedule updates.
 4. The A&E shall provide THA with (4) copies of the Design Development Submittal including B-size drawings for THA internal reviews. Include a record set on CD-ROM.

D. Phase IV – Bidding, Construction and Contract Document Phase.

After receipt of THA's written approval of Design Development Documents, the A&E shall prepare Construction Documents. After consultation with THA, if requested by THA, the A&E shall also assist in the preparation and assembly of all bidding packages and contract documents. The A&E shall revise these Bidding, Construction and Contract documents consistent with the requirements and criteria established by THA to secure THA'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 THA, and submittal of any logs and subsurface soil investigations. These documents shall include:

- Review and input to the GC/CM Construction Contract including Scope of Work
 - Special Conditions
 - General Conditions
 - Material and Construction Specifications, Standards and Details
 - Renderings, plans and drawings
 - Assist with cost estimate updates
1. During the course of design, the A&E shall continue meetings with local officials, as required to obtain appropriate guidance for jurisdictional processes, codes and requirements to be included in the finalized design.
 2. Submit appropriate documentation to local jurisdictions in sufficient quantity and completeness to achieve a thorough review by regulatory bodies for the issuance of building permits as construction phasing requires.
 3. Update and incorporate all code requirements, comments, design changes, and details received from regulatory bodies during the project permit review process.
 4. The A&E shall provide THA with (4) copies of the Construction Document Submittal including (2) copies of B-size drawings and (1) full size set for THA internal reviews. Include a record set on CD-ROM.

E. Phase V – Construction Phase.

After THA’s execution of the Construction Contract, the A&E shall assist THA, as requested, with the administration of the Construction Contract and all work required by the Bidding, Construction and Contract Documents. The A&E shall endeavor to protect THA against defects and deficiencies in the execution and performance of the work. The A&E shall:

- Assist THA with a pre-construction conference and attend dispute resolution conferences and other meetings when requested by THA.
- Review and approve contractor’s shop drawings and other submittals for conformance to the requirements of the contract documents.
- Monitor the quality and progress of the work and furnish a written field report weekly. 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 A&E failure to properly perform its duties and Responsibilities. THA 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 A&E.
- Assist THA with review and approval of the Contractor Requests for Payment.
- Attend all job meetings and record action in a set of minutes which are to be provided to THA and the project team.
- Make modifications to Construction Contract Documents to correct errors, clarify intent or to accommodate change orders.
- Make recommendations to THA for solutions to special problems or changes necessitated by conditions encountered in the course of construction. This could be in the form of a Request for Information (RFI).
- Promptly notify THA in writing of any defects or deficiencies in the work or of any matter of dispute with the Contractor.
- Assist THA with negotiating, preparing cost or price analysis for Contractor change orders.
- Prepare written certificates of completion and other necessary construction close out documents that may be required by the project financing institutions.
- 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 A&E. Provide THA with a record set on CD-ROM.

F. Phase VI – Post Completion & Warranty Phase.

After execution of the Certificate of Completion by THA, the Architect shall:

- Advise and assist THA in construction matters for a period up to eighteen months after completion of the project. Such assistance would be, as required, and negotiated as Additional Services, on a Time and Material basis.

3.3 Time Frame

The time frame for this Program is outlined below:

Task	Date Complete
THA Sponsors first Community Meeting	4/27/2009
HOPE VI Grant - Notice of Fund Availability (NOFA)	5/15/2009 (Est.)
Community Meeting & Charrettes	TBD
HOPE VI Grant Application Submitted	8/14/2009 (Est.)
HOPE VI Grant Award Notification	11/13/2009 (Est.)
A&E Construction Documents Complete	7/2010
Construction Begins (if HOPE VI Grant awarded)	7/2010

HOPE VI Grant Re-application (if Grant not awarded in 2009)	7/2010
Construction Complete (if Grant awarded)	12/2011
Construction Complete (if Grant reapplication required)	12/2012

4. TERMS OF CONTRACT

THA will execute a contract with the successful respondent. The contract shall be similar to the form set forth in Exhibit L, with the addendum and attachments.

5. SUBMISSION REQUIREMENTS, EVALUATION CRITERIA, AND THA'S PROCESS AND SCHEDULE

The submission requirements, evaluation criteria, a general description of THA's process and schedule are set forth below. Exhibit B, Instructions to Offerors (Non-Construction), sets forth additional instructions and information. This RFQ will govern in the event of any inconsistency with Exhibit B.

5.1 Due Date And Format for Responses to RFQ

Proposals in response to this "RFQ" must be in the form of one unbound original and 4 bound copies with appropriate tabs. Responses are due no later than *May 27, 2009 at 4:00pm (PST)*, at the following address:

PROPOSAL: 1800 & 2500 Hillside Terrace Apartments Redevelopment Project
 Tacoma Housing Authority
 902 South L Street
 Tacoma, Washington 98405
 Attn: Steve Clair

The above stated deadline is firm as to date and hour. THA will treat as ineligible for consideration any submission that is received after that deadline. Upon receipt of each proposal, THA will date and time stamp it to evidence timely or late receipt, and upon request, provide the Respondent with an acknowledgment of receipt. THA will not accept or acknowledge faxed submissions. All submissions become the property of THA. THA will not return them. THA will hold all proposals in confidence except for disclosure necessary for its own procurement process.

5.2 Pre-Submittal Conference

THA will host a Pre-Submittal Conference at *902 South L Street, Tacoma, WA 98405 at 1:00pm (PST) on May 12, 2009*. At this conference, THA will brief Respondents on the project.

5.3 Questions Prior to Submission

Questions regarding this RFQ should be directed in writing prior to *May 15, 2009 at 4:00pm (PST) to CONTACT PERSON: Steve Clair, Fax 253-207-4465 or sclair@tacomahousing.org*. THA will accept these questions by fax.

5.4 Submission Requirements

Among other requirements set forth in this RFQ, respondents must submit its responses by the deadline set forth above.

As part of the response, respondent must truthfully complete and include the following documents in its response:

Exhibit A	HUD-5370-C, General Contract Conditions (Non-construction)
Exhibit B	HUD 5369-B Instruction to Offerors (Non-construction)
Exhibit C	HUD-2992, Certification Regarding Debarment and Suspension
Exhibit D	Non-Collusion Affidavit
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Exhibit J	Statement of Proposer's Qualifications
Exhibit K	Section 3 Regulations
Exhibit L	HUD-51915, Model Form of Agreement Between Owner and Design Professional

5.5 Evaluation Criteria

THA will evaluate each proposal based upon the criteria set forth below. Each respondent must provide evidence of its qualifications under each criterion. (If the respondent is a joint venture, or another entity formed solely for the purpose of responding to this RFQ, it should provide evidence of prior successful collaborations.)

1. Related Organizational Experience, Capacity, & Qualifications (30 points). THA will attach great importance to the Offerors actual experience in providing the proposed services. The experience and qualifications of the personnel who directly provide services will be evaluated. Evaluation criteria will include:
 - A. Previous experience in A&E services for HOPE VI projects.
 - B. Previous experience with designing and implementing multi-family projects.
 - C. Previous experience in collaborative planning with HUD, Housing Authorities, low-income individuals, regulatory bodies and community-based organizations.
 - D. Previous experience in identifying and specifying best "Built Green and Sustainable" practices, with emphasis on executing industry standards, new technologies, and delivering award winning similar projects.
 - E. The A&E Team staff demonstrates extensive credentials relating to their discipline and posses LEED certifications.
 - F. The A&E Team demonstrates previous experience with the GC/CM construction contract model.
2. Approach and Response to the Scope of Service (25 points).
 - A. Demonstrated understanding of the tasks involved in providing A&E services for the Housing Authority's 1800 & 2500 Hillside Terrace Apartments project.
 - B. Demonstrated capacity to deliver the scope of services and sustain the availability over long term project.
 - C. Develop and submit a long range A&E Services plan highlighting the Team's approach to the project. The Team may submit preliminary concepts or visions for the redevelopment of the sites. Include a master schedule in the form of a Gant chart depicting major milestones for the major A&E tasks.
 - D. Submit a Community Outreach Plan. Include details on implementing and managing the design, green built and sustainable charrettes.
3. Demonstrated Success (25 points)
 - A. Examples of other successful HOPE VI mixed-financed projects and description of the firm or institution's role(s). Indicate details of the Built Green and Sustainable aspects which show prominence in the industry.
4. Interview and References (20 points)
 - A. Attend interview with THA by invitation.
 - B. Submit references of clients from projects of similar like and size. Provide client name, address, and phone number of main contact. Include year project was completed.
 - C. Score is partially dependant on response from references.

Criterion	Evaluation Points
<p>1. Organizational and Staff Capacity. Provide information regarding staff experience and qualifications that demonstrate the respondent's capacity to perform the required services. Include the following:</p>	30
<p>A. organizational chart showing respondent's overall staffing approach for completing the work.</p>	
<p>B. description of all key personnel, specialists, and consultants who will be assigned work under this contract. (Include them in organizational chart above). Describe their experience, with samples of previous related work they have completed. Also, submit profiles of the firm's principals, staff and facilities with detailed descriptions of the specific staff and organizational structure to be employed for this Project.</p>	
<p>THA will attach great importance to the Offerors actual experience in providing HOPE VI A&E services. The experience and qualifications of the personnel who directly provide services will be evaluated. Evaluation criteria will include:</p> <p>A. Previous experience in providing HOPE VI A&E services.</p> <p>B. Previous experience with designing and implementing "Built Green" and sustainable projects and achieving LEED Certifications.</p> <p>C. Previous experience in collaborative planning with HUD, Housing Authorities, low-income individuals, regulatory bodies and community-based organizations.</p> <p>D. Previous experience in bidding GC/CM contract delivery model.</p>	
<p>2. Respondent's Approach and Response to Scope of Services Provide a detailed description of how the respondent would approach the project, analyze and solve issues, and assure that its solutions would be effective. The respondent should outline its anticipated approach for each element of work identified in the Scope of Services. The approach should be consistent with the objectives and requirements set forth in the RFQ and should address how respondent will provide services immediately upon execution of a contract. Provide a narrative and bar graph type schedule indicating, in weeks, how the work will proceed under the contract. Include proposed processes for ensuring effective coordination, as well as procedures for reporting and disseminating information. Describe cost estimating and value engineering approach.</p>	25
<p>3. Demonstrated success Examples of successful HOPE VI projects similar to the subject and a description of the firm or institution's role(s).</p>	25
<p>4. Interview & References</p>	20
<p>NOTES: Prior to award of contract, the Successful Respondent will have to submit a written certification that they have no conflict of interest with any THA Commissioners, or any of the professionals, contractors, or subcontractors who performed any work on the project which is the subject of this RFQ.</p> <p>THA will make no award to any Respondent that THA in its sole discretion determines is not responsible or capable of performing up to THA's standards or to any Respondent or any member of its team who is suspended, debarred or otherwise determined ineligible to receive an award from HUD.</p>	

5.6 THA’s Evaluation Process And Schedule

THA will use the following process and schedule to evaluate proposals. In its sole discretion, THA may change both this process and schedule.

5.6.1 Review for Compliance with Submission Requirements: Proposals that arrive at THA by the due date and time will be opened by THA’s Contracting Officer or his/her designee. THA will initially review all proposals to determine if they comply with the submission requirements specified in this RFQ. THA may reject any proposal without further review if THA in its sole judgment determines that the proposal does not comply with these requirements. THA may also reject without further review any proposal that in THA’s sole judgment deviates significantly from the requirements of this RFQ. THA may, in its sole option and discretion, allow a respondent to later correct minor omissions, informalities or irregularities.

5.6.2 Ranking: An Evaluation Committee that THA will convene (the “Committee”) will review all responsive proposals according to the criteria set forth in this RFQ. The Committee will rank the respondents according to that criterion. The Committee shall designate the respondents, based upon this evaluation, into one of three (3) groups: (i) acceptable; (ii) potentially acceptable; (iii) unacceptable. THA will not give further consideration to unacceptable proposals.

5.6.3 With or Without Discussions and Oral Interviews: The Committee or someone it designates for the purpose may conduct separate discussions, which may involve an in-person interview, with each respondent designated acceptable or potentially acceptable. The purpose of these discussions would be to ensure that each respondent understands the work to be performed. In advance of any discussion, the Committee will distribute a list of discussion topics.

THA also reserves the right to proceed in its evaluation without discussions.

5.6.4 Final Ranking: The Committee shall make a final ranking of the respondents using the criteria in this RFQ. It shall then make a recommendation to THA’s Executive Director, who will then make a recommendation to THA’s Board of Commissioners.

5.6.5 Negotiation of Contract: THA will attempt to negotiate a contract with the chosen respondent, including an agreement on a fair and reasonable price. If negotiations are not successful, THA will attempt negotiations with the next highest rated respondent, and so on until it contracts for a fair and reasonable price or until it terminates the process. The anticipated schedule for the RFQ and contract approval is as follows. THA reserves the right to alter this schedule at any time:

Activity	Project Date
RFQ Available for Distribution	5/02/2009
Pre-proposal Project Conference	5/12/2009
Final day to submit written questions	5/15/2009
Final addendum to RFQ issued	5/19/2009
Receipt of proposals by THA deadline	5/27/2009
Discussions (if deemed necessary)	6/08 – 6/10/2009
Selection by Executive Director	6/12/2009
Concurrence by Board of Commissioners	6/24/2009
Finalize Negotiations of Contract	7/03/2009
Start of Work	7/06/2009

5.7 Expense Of RFQ Submissions

The Respondent shall bear all expenses incurred in the preparation and submission of proposals in response to this RFQ.

6. MISCELLANEOUS

6.1 THA Options

THA reserves the right at any time, in its sole discretion and for any reason, to do any or all of the following:

- (a) Cancel and/or reissue the RFQ, and/or reject all proposals;
- (b) Reject, in whole or in part, any or all proposals received in response to this RFQ which are incomplete and/or non-responsive;
- (c) Waive or correct any immaterial defect or technical error in any response, proposal or proposal procedure, as part of the RFQ or any subsequent negotiation process;
- (d) Request that certain or all respondents to this RFQ supplement or modify certain aspects of the information or proposals submitted;
- (e) Modify the selection procedure, the scope of the proposed project or the required responses; and,
- (f) Extend deadlines for accepting proposals, request amendments to proposals after expiration deadlines, or negotiate or approve final agreements.

6.2 THA Discretion

The determination of the criteria and process whereby responses are evaluated, the decision as to who shall receive a contract award, or whether or not an award shall be made as a result of this RFQ, shall be at the sole and absolute discretion of THA.

6.3 No Claim Against THA

A respondent shall not obtain, by submitting a proposal in response to this RFQ, any claim of any sort against THA or THA's property by reason of all or any part of any of the following:

- (a) Any aspect of this RFQ;
- (b) The selection process;
- (c) The rejection of any or all offers;
- (d) The acceptance of any offer;
- (e) Entering into any agreements or the failure to enter into any agreements;
- (f) Any statements, representations, acts or omissions of THA to any person or entity acting on its behalf; the exercise of any discretion set forth in or concerning any of the foregoing; and,
- (g) Any other matters arising out of the foregoing.

6.4 Personnel

In submitting their proposals, Respondents are representing that the personnel described in their proposals shall be available to perform the services described from first to last, barring illness, accident, or other unforeseeable events of a similar nature in which cases the Respondent must be able to provide a comparably qualified replacement. Furthermore, all personnel shall be considered to be, at all times, the sole employees of the consulting firm under its sole direction, and not employees or agents of THA.

6.5 Level Of Effort And Funding

It should be clearly understood that all services requested in this RFQ are on an "as needed basis" and that any dollar value referred to in this RFQ in no way constitutes a guarantee of the level of effort that may be requested of the successful Respondent, or guarantee a certain dollar amount.

6.6 Rules, Laws And Regulations

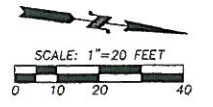
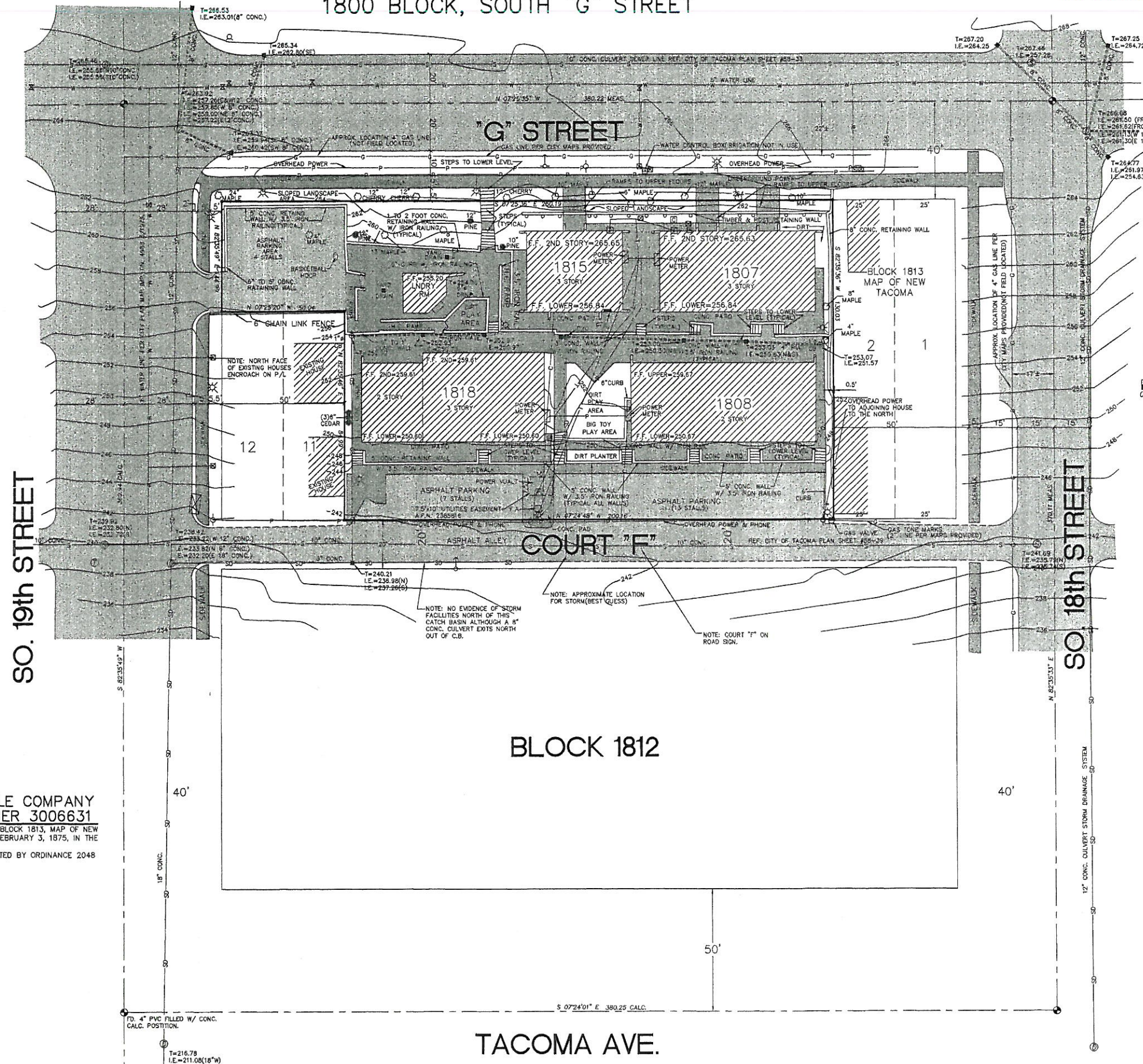
The Agent shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, especially those applicable to conflicts of interest. THA will presume that respondents are familiar with all federal, state and local laws, ordinances, codes, rules and regulations that may in any way affect the services.

SITE IMPROVEMENT MAP FOR THE CITY OF TACOMA HOUSING AUTHORITY 1800 BLOCK, SOUTH "G" STREET

ATTACHMENT A

- NOTES:**
- 1) YARD DRAINS ARE PLUGGED AND FULL OF DEBRIS.
 - 2) LOCATES SHOWN WERE FIELD LOCATED BY LARSON & ASSOCIATES ON 8/2000 PER EXISTING LOCATED TONE MARKS PRESENT. CALL BEFORE DIGGING.
 - 3) ALL EXISTING UTILITIES MAY NOT BE SHOWN - ONLY THOSE UNDERGROUND UTILITIES AS MARKED BY THE VARIOUS UTILITY COMPANIES ON 8/2000 ARE SHOWN. OTHER UTILITIES MAY EXIST. CALL BEFORE YOU DIG! 1-800-424-3553
 - 4) ACCORDING TO INFORMATION RECEIVED ON NOVEMBER 2, 2000-PUGET SOUND ENERGY (P.S.E.) DOES NOT PROVIDE ANY GAS SERVICE TO THE ADDRESSES SHOWN ON THESE PLANS.

- LEGEND**
- PROPERTY LINE
 - EXISTING SIDEWALK
 - 456— EXISTING CONTOUR
 - - - EXISTING EDGE OF PAVEMENT
 - EXISTING CLEANOUT
 - ⊙ EXISTING SANITARY SEWER MANHOLE
 - S-S-S EXISTING SANITARY SEWER MAIN
 - ⊙ EXISTING STORM MANHOLE
 - SO-SO-SO EXISTING STORM MAIN
 - EXISTING CATCH BASIN
 - M EXISTING WATER GATE VALVE
 - ⊕ EXISTING FIRE HYDRANT
 - W-W-W EXISTING WATER MAIN
 - ⊗ EXISTING WATER METER
 - EXISTING YARD DRAIN
 - F.A. EXISTING FIRE ALARM BOX
 - P.M. EXISTING POWER METER
 - P-P-P EXISTING POWER
 - ⊞ EXISTING POWER TRANSFORMER
 - EXISTING POWER POLE
 - ⊗ EXISTING STREET LIGHT
 - C-C-C EXISTING OVERHEAD CABLE
 - ⊞ EXISTING CABLE RISER
 - T-T-T EXISTING TELEPHONE LINE
 - ⊞ EXISTING TELEPHONE BOX
 - G-G-G EXISTING GAS LINE
 - ⊞ EXISTING GAS VALVE
 - ⊞ EXISTING SIGN
 - ⊞ EXISTING MAIL BOX
 - T TOP ELEVATION
 - I.E. INVERT ELEVATION
 - BOT. BOTTOM ELEVATION
 - SET 5/8" IRON BAR AND YELLOW PLASTIC CAP L.S. 18096
 - ⊙ FOUND ENCASED MONUMENT
 - ⊙ SURFACE STORM DRAIN 6" PVC TYPICAL (YARD DRAIN)

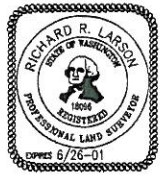


**DESCRIPTION—PER COMMONWEALTH TITLE COMPANY
SUBDIVISION GUARANTEE ORDER NUMBER 3006631**

LOTS 3 THROUGH 10, INCLUSIVE, AND THE WEST 45 FEET OF LOTS 11 AND 12 BLOCK 1813, MAP OF NEW TACOMA, WASHINGTON TERRITORY, ACCORDING TO PLAT THEREOF RECORDED FEBRUARY 3, 1875, IN THE OFFICE OF PIERCE COUNTY AUDITOR, IN PIERCE COUNTY, WASHINGTON, TOGETHER WITH THE WESTERLY 10 FEET OF ALLEY ABUTTING THEREON VACATED BY ORDINANCE 2048 OF THE CITY OF TACOMA.

TAX PARCEL NUMBER 201813-004-1.

CITY OF TACOMA HORZ. AND VERT. DATUM



DESIGNED	SCALE	JOB NUMBER	DATE
DRAWN	HOR. VERT.	6851	8/14-00
CHECKED	RAH		
APPROVED	BOOK		

LARSON and ASSOCIATES Land Surveyors & Engineers, Inc. 4401 So. 66th St. Tacoma, WA 98409 (253) 474-3404	TACOMA HOUSING AUTHORITY HILLSIDE TERRACE APARTMENTS 1800 "G" STREET
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DATE	DRAWING NO.
11/2/00	6851
SHEET 1 OF 2	

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SITE IMPROVEMENT MAP FOR THE CITY OF TACOMA HOUSING AUTHORITY 2500 BLOCK, SOUTH "G" STREET

ATTACHMENT A

DESCRIPTION—PER COMMONWEALTH TITLE COMPANY
SUBDIVISION GUARANTEE ORDER NO. 3006633

LOTS 1 THROUGH 14, INCLUSIVE, LOTS 25 & 26, BLOCK 2514 AND LOTS 1 THROUGH 26, INCLUSIVE, BLOCK 2315, REED'S ADDITION TO TACOMA, ACCORDING TO PLAT RECORDED IN BOOK 1 OF PLATS AT PAGE 58 IN PIERCE COUNTY, WASHINGTON.
CITY OF TACOMA HORIZ. AND VERT. DATUM

- NOTES:**
- 1) YARD DRAINS ARE PLUGGED AND FULL OF DEBRIS.
 - 2) LOCATES SHOWN WERE FIELD LOCATED BY LARSON & ASSOCIATES ON 8/2000 PER EXISTING LOCATED TONE MARKS PRESENT. CALL BEFORE DIGGING.
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 - 4) ACCORDING TO INFORMATION RECEIVED ON NOVEMBER 2, 2000—PUGET SOUND ENERGY (P.S.E.) DOES NOT PROVIDE ANY GAS SERVICE TO THE ADDRESSES SHOWN ON THESE PLANS.

SEE SHEET 2.

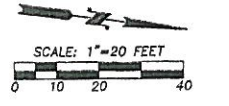
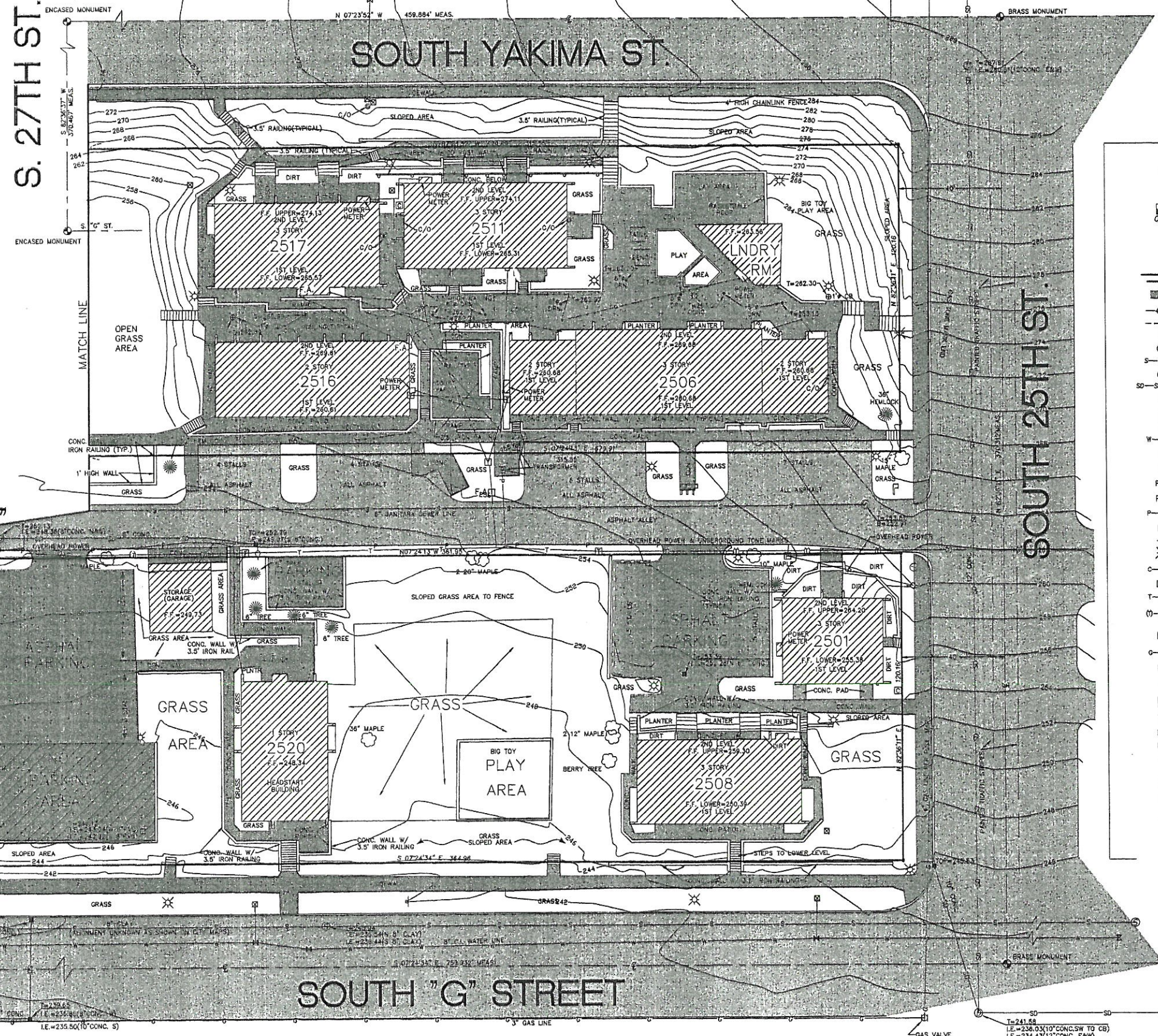
S. 27TH ST.

S. 27TH ST.

SOUTH 25TH ST.

COURT "G"

SOUTH "G" STREET



- LEGEND
- PROPERTY LINE
 - EXISTING SIDEWALK
 - - - EXISTING CONTOUR
 - - - EXISTING EDGE OF PAVEMENT
 - ⊙ EXISTING CLEANOUT
 - ⊙ EXISTING SANITARY SEWER MANHOLE
 - S-S-S EXISTING SANITARY SEWER MAIN
 - ⊙ EXISTING STORM MANHOLE
 - SO-SO-SO EXISTING STORM MAIN
 - EXISTING CATCH BASIN
 - M EXISTING WATER GATE VALVE
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 - W-W-W EXISTING WATER MAIN
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 - ⊙ EXISTING POWER POLE
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 - ⊙ EXISTING OVERHEAD CABLE
 - ⊙ EXISTING CABLE RISER
 - T-T-T EXISTING TELEPHONE LINE
 - ⊙ EXISTING TELEPHONE BOX
 - ⊙ EXISTING GAS LINE
 - ⊙ EXISTING GAS VALVE
 - ⊙ EXISTING SIGN
 - ⊙ EXISTING MAIL BOX
 - T TOP ELEVATION
 - I.E. INVERT ELEVATION
 - BOT. BOTTOM ELEVATION
 - SET 5/8" IRON BAR AND YELLOW PLASTIC CAP L.S. 18099
 - ⊙ FOUND ENCASED MONUMENT
 - ⊙ SURFACE STORM DRAIN 6" PVC TYPICAL (YARD DRAIN)
 - ⊙ CENTERLINE ROAD

JOB NUMBER	6851	DATE	8/22-00
SCALE	1" = 20'		
DESIGNED		CHECKED	
DRAWN	JAR	RAH	
VERT. FIELD BOOK			
TACOMA HOUSING AUTHORITY HILLSIDE TERRACE APARTMENTS 2500 "G" STREET			
LARSON and ASSOCIATES <i>Land Surveyors & Engineers, Inc.</i> 4401 So. 66th St., Tacoma, WA 98409 (253) 474-3404			
DATE	11/2/00		
DRAWING NO.	6851		
SHEET	1 OF 4		



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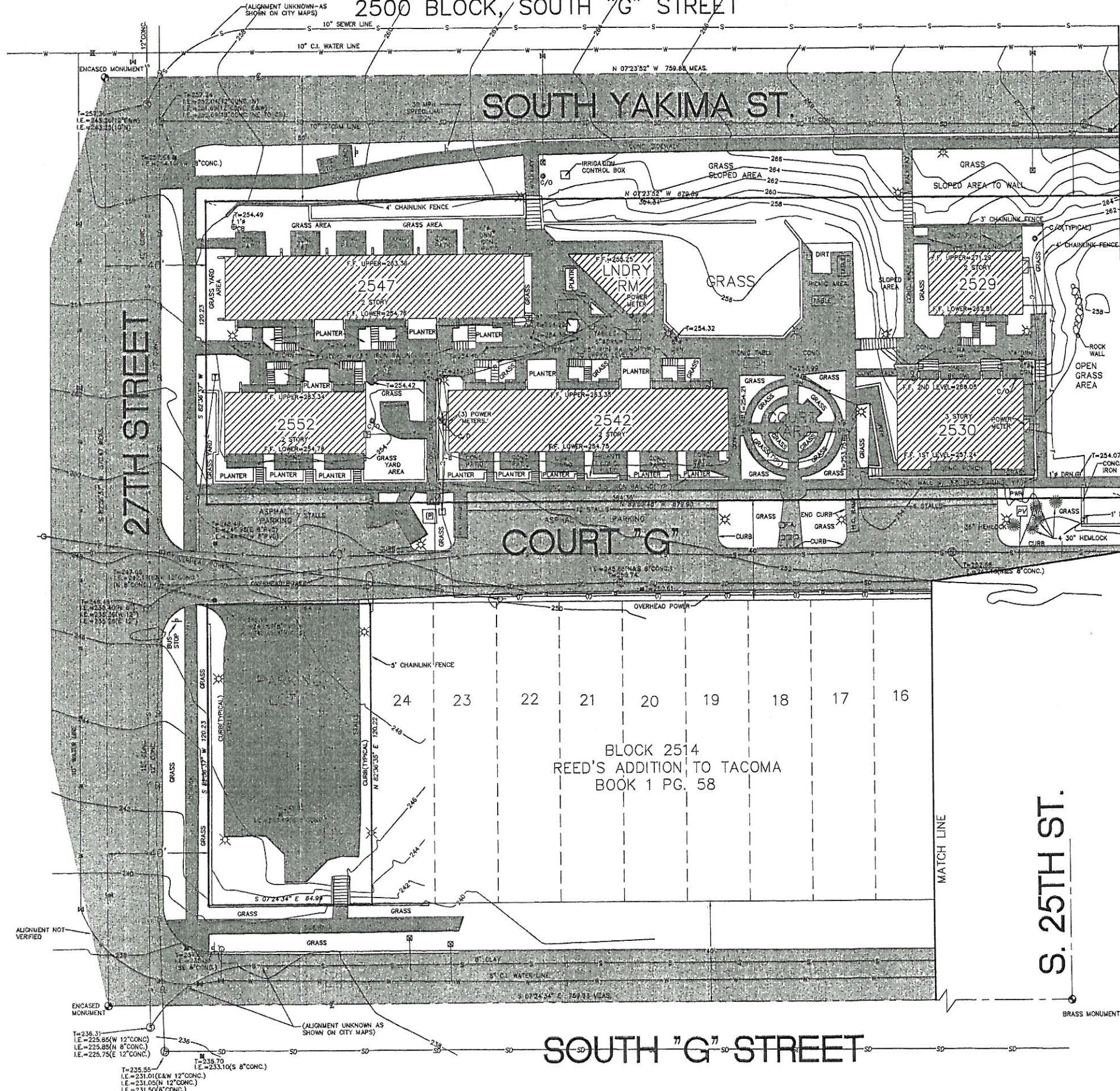
SITE IMPROVEMENT MAP FOR THE CITY OF TACOMA HOUSING AUTHORITY
2500 BLOCK, SOUTH "G" STREET

ATTACHMENT A

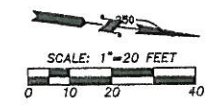
- NOTES**
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 - 4) ACCORDING TO INFORMATION RECEIVED ON NOVEMBER 2, 2000 - PUGET SOUND ENERGY (P.S.E.) DOES NOT PROVIDE ANY GAS SERVICE TO THE ADDRESSES SHOWN ON THESE PLANS.

LEGEND

- PROPERTY LINE
- EXISTING SIDEWALK
- 456- EXISTING CONTOUR
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- EXISTING CLEANOUT
- ⊙ EXISTING SANITARY SEWER MAINHOLE
- S-S-S EXISTING SANITARY SEWER MAIN
- ⊕ EXISTING STORM MAINHOLE
- SD-SD-SD EXISTING STORM MAIN
- EXISTING CATCH BASIN
- ⊓ EXISTING WATER GATE VALVE
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- C-C-C EXISTING OVERHEAD CABLE
- ⊕ EXISTING CABLE RISER
- T-T-T EXISTING TELEPHONE LINE
- (1)-(1)-(1) LOCATION PER MAPS PROVIDED (NOT FIELD VERIFIED)
- ⊕ EXISTING TELEPHONE BOX
- G-G-G EXISTING GAS LINE
- ⊕ EXISTING GAS VALVE
- ⊕ EXISTING SIGN
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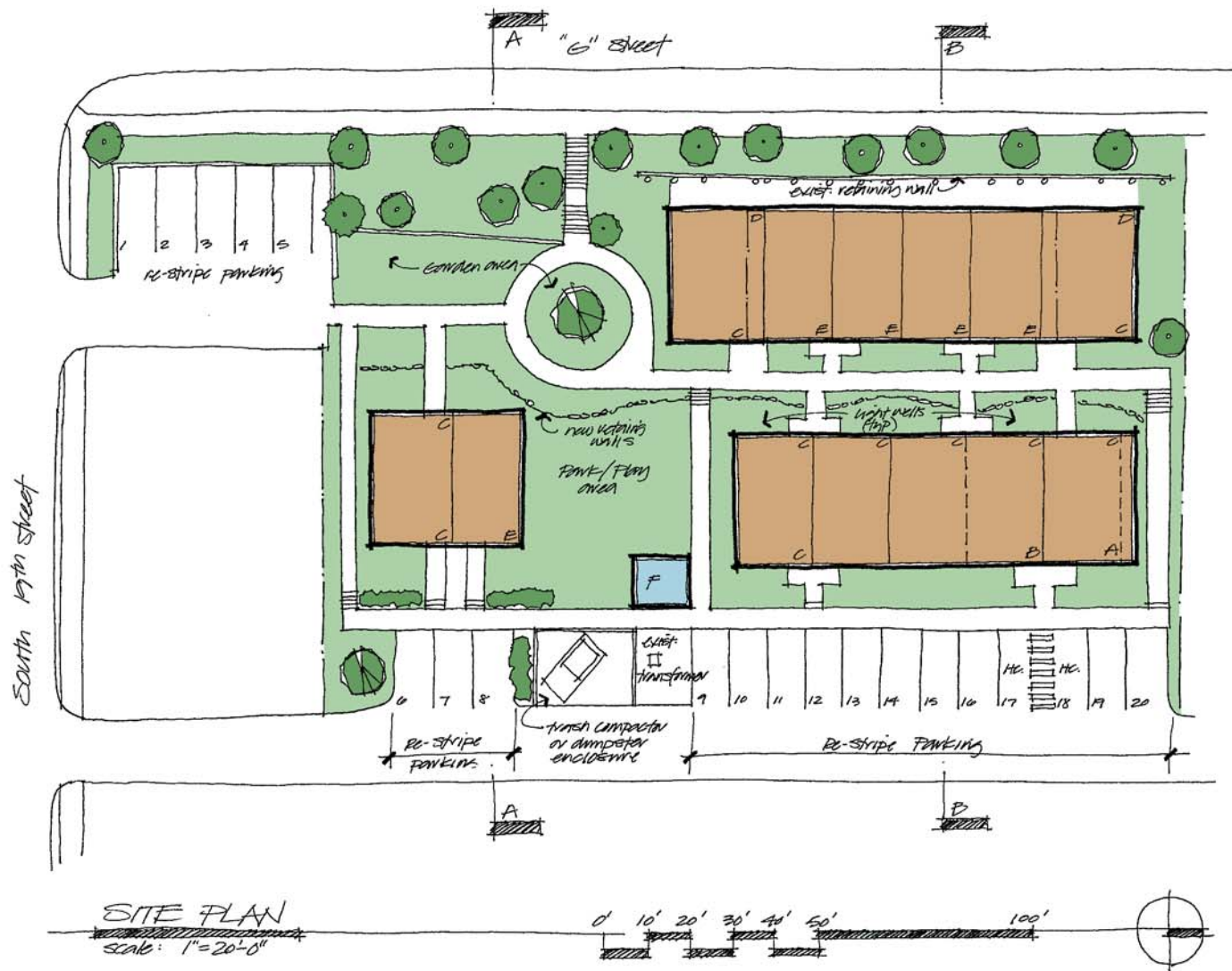


SEE SHEET 1.



DATE	11/2/00
DRAWING NO.	6851
SHEET	2 OF 4
TACOMA HOUSING AUTHORITY	
HILLSIDE TERRACE APARTMENTS	
2500 "G" STREET	
LARSON and ASSOCIATES	
Land Surveyors & Engineers, Inc.	
4401 So. 66th St. Tacoma, WA 98409 (253) 474-3404	
DESIGNED	JAR
DRAWN	JAR
CHECKED	RAH
APPROVED	BOOK
SCALE	1" = 20'
JOB NUMBER	6851
DATE	8/22-00

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UNIT SUMMARY				
Qty	Unit Type	# Units	SF	Description
(1)	A	1	600	New single story HC Unit
(1)	B	2	1080	New single story HC Unit
(11)	C	1	540	New single story unit
(2)	D	1	600	New single story unit located on second floor
(5)	E	2	720	New two-story unit
(1)	F	-	144	New Laundry room

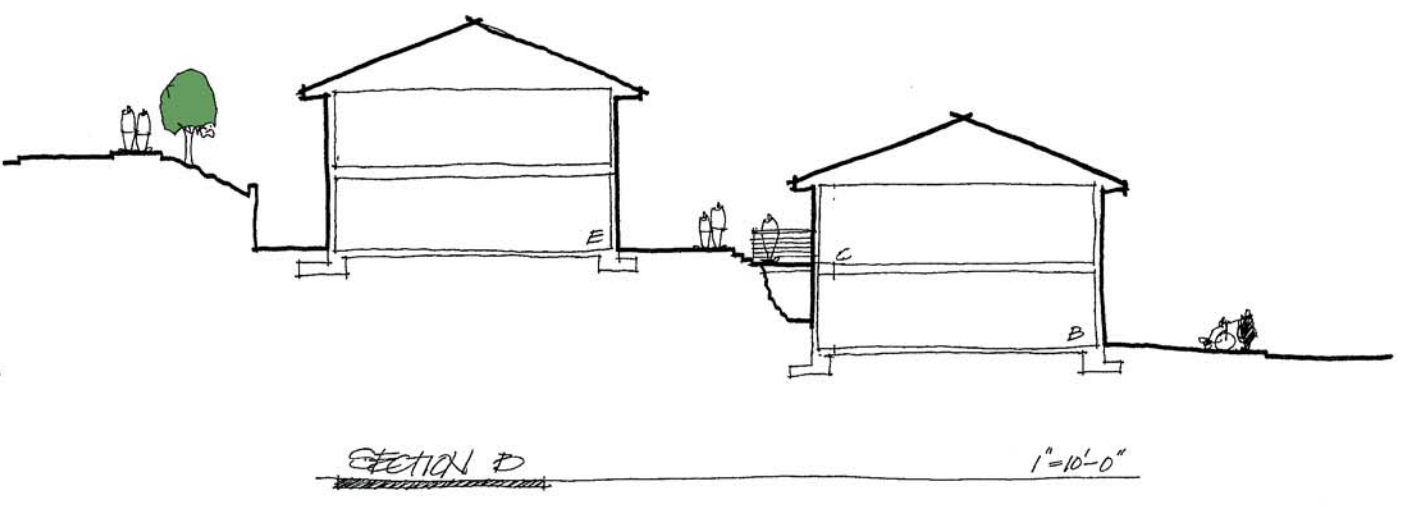
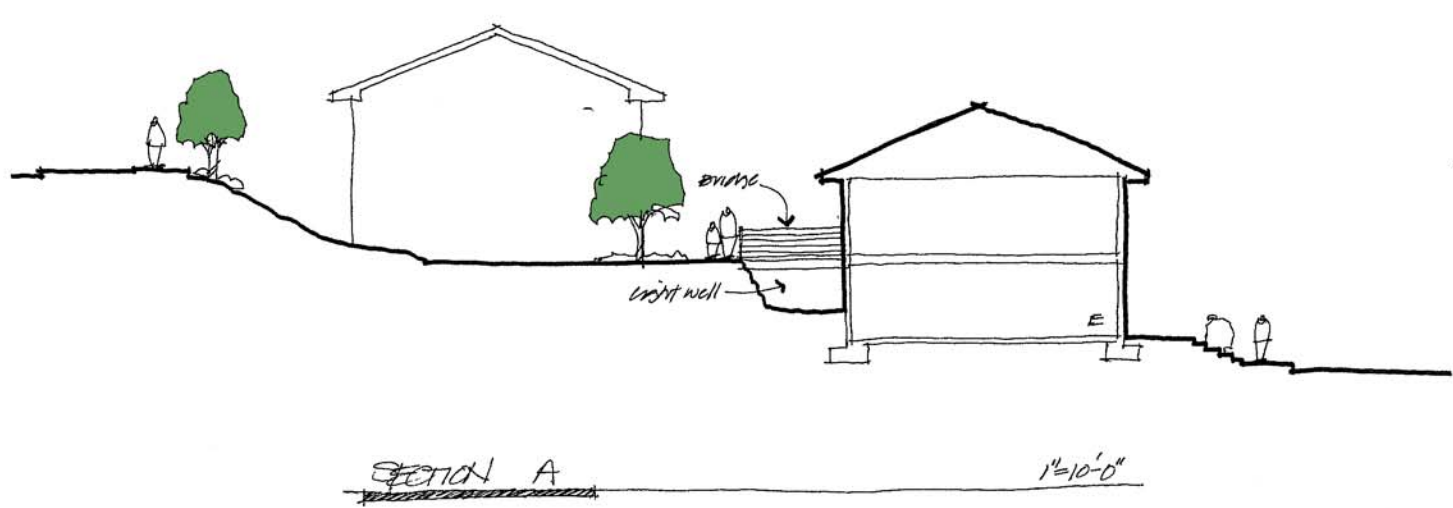
(20) units total w/ (10) stn. car stalls & (2) HC car stalls

Existing condition:
 (22) units - (1) smoke, (12) 2-beds & (9) 3-beds and 23 parking stalls

AUSTINCINA
 ARCHITECTS, P.S.

12202 Pacific Ave., Suite C
 Tacoma, Washington 98444
 P: 253.531.4300 F: 253.537.6542
 E: architects@austincina.com

3872 REGISTERED ARCHITECT
 MICHAEL CINA
 STATE OF WASHINGTON



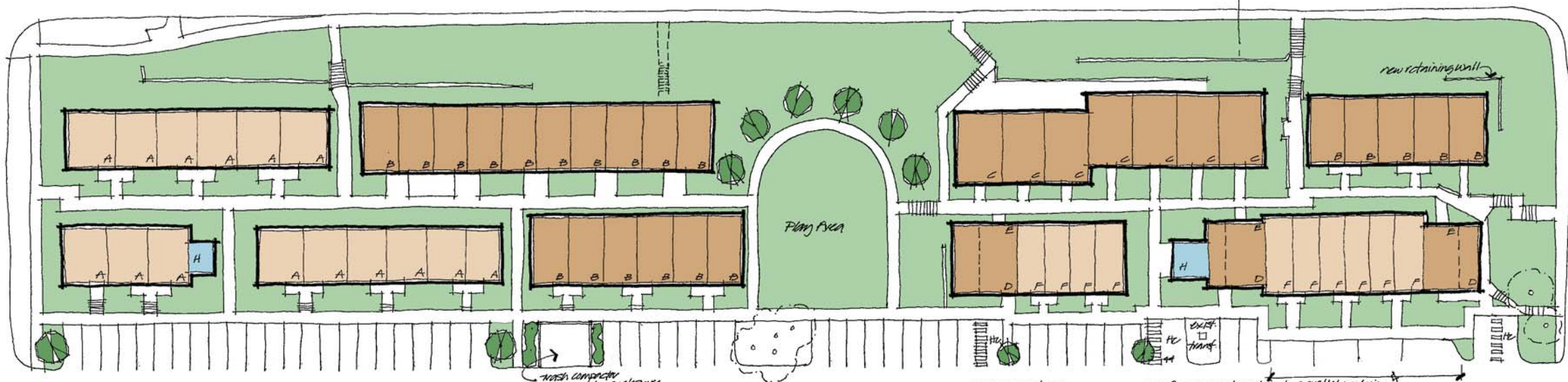
Proposed Redevelopment
 Site Plan of 1800 Block

Tacoma Housing Authority
 Hillside Terrace Apartments
 1800 South G Street, Tacoma, Washington

Job #: 051008
 Date: Dec. 16, 2005
 Revs:

FEASIBILITY STUDY

South Yakima Street



Play Area

new retaining wall

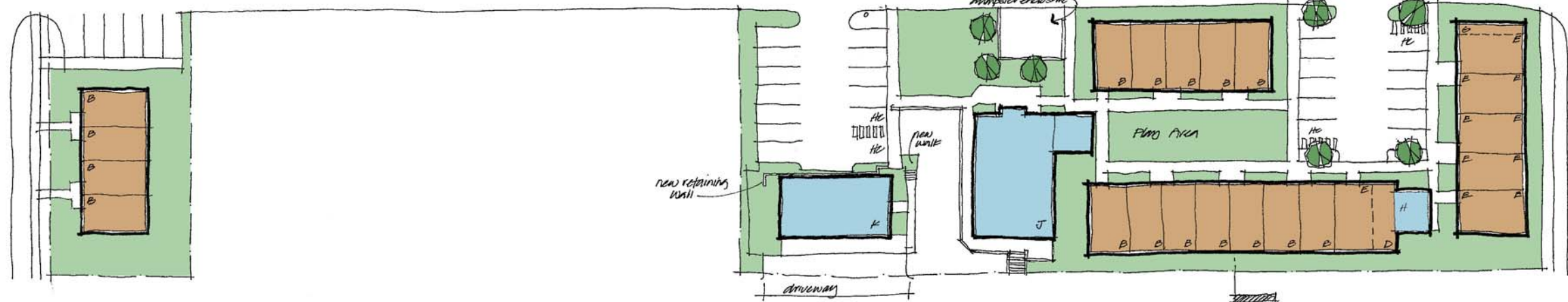
wash compactor or dumpster enclosure

wash compactor or dumpster enclosure

reconfigure exist parking to parallel parking

27th Street

25th Street



new retaining wall

Driveway

SITE PLAN
Scale: 1" = 20'-0"



UNIT SUMMARY				
Qty.	Unit Type	# Beds	SP	Description
15	A	3	700	convert (2) single units to a two-story 3 bedroom
37	B	2	700	New two-story unit
7	C	3	1280	New two-story unit
4	D	2	640	New single story unit - HC
13	E	1	540	New single story unit
10	F	2		convert (2) bedroom to a two-story (2) bedroom unit
1	G	1	720	New single story unit - HC
3	H	-	144	New laundry room
	J	-		Exist. Admin/Comm. dv
	K	-		New maintenance shop & storage

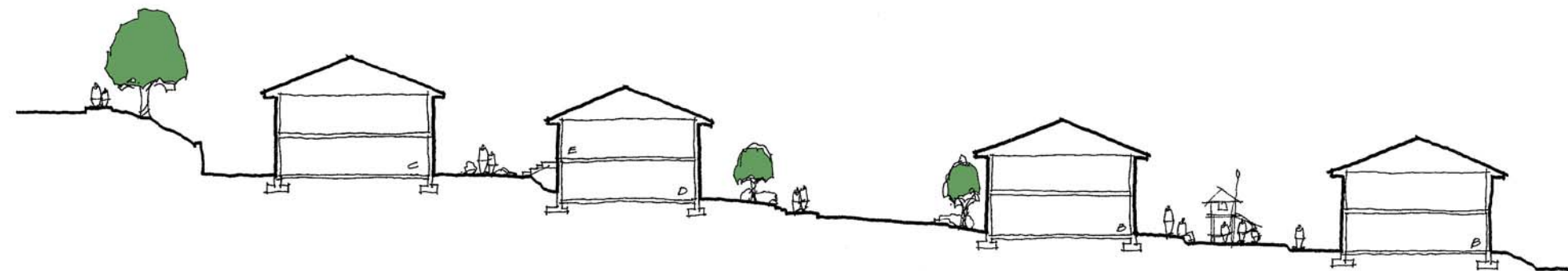
(81) units total w/ (80) standard car stalls & (1) HC car stalls

Existing Condition:
(81) units - (42) singles, (33) 2-bed & (6) 3-bed and 97 parking stalls

AUSTINCINA
ARCHITECTS, P.S.

12202 Pacific Ave., Suite C
Tacoma, Washington 98444
P: 253.531.4300 F: 253.537.6542
E: architects@austincina.com

3872 REGISTERED ARCHITECT
MICHAEL CINA
STATE OF WASHINGTON



ELEVATION

Proposed Redevelopment
Site Plan of 2500 Block
Tacoma Housing Authority
Hillside Terrace Apartments
2500 South G Street, Tacoma, Washington

Job #: 051008
Date: Dec 23, 2005
Revs:

General Contract Conditions Non-Construction

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

OMB Approval No. 2577-0180 (exp. 4/30/96)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0180), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the _____ Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause **Disputes**, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Disputes

- (a) All disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.

(d) Provided the Contractor has (1) given the notice within the time stated in paragraph (c) above, and (2) excepted its claim relating to such decision from the final release, and (3) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

(e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

4. Termination for Convenience and Default

(a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.

(b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(2) above, and compensation be determined in accordance with the **Changes** clause; (2) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owed the HA by the Contractor.

(d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.

(e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled **Disputes** herein.

5. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; *except* that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

6. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

7. Examination and Retention of Contractor's Records

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

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the clause titled **Disputes**, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

8. Organizational Conflicts of Interest

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

- (1) Award of the contract may result in an unfair competitive advantage; or
- (2) The Contractor's objectivity in performing the contract work may be impaired.

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

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

(d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

9. Inspection and Acceptance

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

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

(b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.

(c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

10. Rights in Data (Ownership and Proprietary Interest).

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

11. Interest of Members of Congress

No member 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 therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

12. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

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

13. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

- (1) The awarding of any Federal contract;
- (2) The making of any Federal grant;
- (3) The making of any Federal loan;
- (4) The entering into of any cooperative agreement; and,
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

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

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

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

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

consistent with the amount normally paid for such services in the private sector.

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

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

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

(b). Prohibition.

- (1) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making

of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) The prohibition does not apply as follows:
 - (i) Agency and legislative liaison by Own Employees.
 - (A) The prohibition on the use of appropriated funds, in paragraph (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

- (B) For purposes of paragraph (b)(2)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

- (C) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

- (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
- (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

- (D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
- (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
- (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

- (E) Only those activities expressly authorized by subdivision (b)(2)(i)(A) of this clause are permitted under this clause.

- (ii) Professional and technical services.

- (A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of-

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

- (B) For purposes of subdivision (b)(2)(ii)(A) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(2)(ii)(A)(1) and (2) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(A) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(B) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(c) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(d) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to a civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(e) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

14. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

(b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.

(c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the

Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

15. Dissemination or Disclosure of Information

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

16. Contractor's Status

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

17. Other Contractors

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

18. Liens

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

19. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)(Applicable to contracts in excess of \$500,000)

(a) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of section 3 of the HUD Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

(b) The parties to this contract will comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR part 135, and all applicable rules and orders of HUD issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

(c) The contractor will send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, if any, a notice advising the organization of the contractor's commitments under this clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(d) The contractor will include this clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of these regulations and will not award any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(e) Compliance with the provisions of section 3, the regulations set forth at 24 CFR part 135, and all applicable rules and orders of HUD issued thereunder prior to the execution of the contract shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which the Federal assistance is provided, and to such sanctions as are specified by 24 CFR part 135.

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:]

Certification Regarding Debarment and Suspension

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant		Date
Signature of Authorized Certifying Official		Title

EXHIBIT D

NON-COLLUSION AFFIDAVIT

STATE OF WASHINGTON)
)
COUNTY OF PIERCE)

ss

_____, being first duly sworn, deposes and says:

That he/she is _____ (a general or managing partner, officer, principal, or managing member of the firm of _____ (name of firm), the party making the foregoing proposal or bid, that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or of that of any bidder or to secure any advantage against the Housing Authority of the City of Tacoma or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.

(SIGNATURE OF BIDDER IF AN INDIVIDUAL)

(SIGNATURE OF BIDDER IF A PARTNERSHIP)

(SIGNATURE OF BIDDER IF A CORPORATION)

(SIGNATURE OF BIDDER IF A LIMITED LIABILITY COMPANY)

SUBSCRIBED AND SWORN TO THIS

_____ DAY OF _____, 20-____.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

Certification for a Drug-Free Workplace

U.S. Department of Housing
and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.

(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date

X

Certification of Payments to Influence Federal Transactions

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

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Signature	Date (mm/dd/yyyy)

Certifications and Representations of Offerors Non-Construction Contract

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

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

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

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

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:

Previous Participation Certification

U.S. Department of Housing and Urban Development
Office of Housing/Federal Housing Commissioner

U.S. Department of Agriculture
Farmers Home Administration

OMB Approval No. 2502-0118
(exp. 2/29/2004)

Part I To be completed by Principals of Multifamily Projects. See Instructions Reason for Submitting Certification

For HUD HQ/FmHA use only

1. Agency Name and City where the application is filed

2. Project Name, Project Number, City and Zip Code contained in the application

3. Loan or Contract Amount

4. Number of Units or Beds

5. Section of Act

6. Type of Project (check one)

Existing

Rehabilitation

Proposed (New)

List of All Proposed Principal Participants

7. Names and Addresses of All Known Principals and Affiliates (people, businesses & organizations) proposing to participate in the project described above. (list names alphabetically; last, first, middle initial)

8. Role of Each Principal in Project

9. Expected % Ownership Interest in Project

10. Social Security or IRS Employer Number

Certifications: I (meaning the individual who signs as well as the corporations, partnerships or other parties listed above who certify) hereby apply to HUD or USDA-FmHA, as the case may be, for approval to participate as a principal in the role and project listed above based upon my following previous participation record and this Certification.

I certify that all the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and Exhibits signed by me and attached to this form.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

I further certify that:

1. Schedule A contains a listing of every assisted or insured project of HUD, USDA-FmHA and State and local government housing finance agencies in which I have been or am now a principal.

2. For the period beginning 10 years prior to the date of this certification, and except as shown by me on the certification.

- a. No mortgage on a project listed by me has ever been in default, assigned to the Government or foreclosed, nor has mortgage relief by the mortgagee been given;
- b. I have not experienced defaults or noncompliances under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
- c. To the best of my knowledge, there are no unresolved findings raised as a result of HUD audits, management reviews or other Governmental investigations concerning me or my projects;
- d. There has not been a suspension or termination of payments under any HUD assistance contract in which I have had a legal or beneficial interest;
- e. I have not been convicted of a felony and am not presently, to my knowledge, the subject of a complaint or indictment charging a felony.

(A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);

- f. I have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency.
- g. I have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond.
- 3. **All** the names of the parties, known to me to be principals in this project(s) in which I propose to participate, are listed above.
- 4. I am not a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part O and

USDA's Standard of Conduct in 7 C.F.R. Part O Subpart B.

- 5. I am not a principal participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification have not been filed with HUD or FmHA.
- 6. To my knowledge I have not been found by HUD or FmHA to be in noncompliance with any applicable civil rights laws.
- 7. I am not a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
- 8. Statements above (if any) to which I cannot certify have been deleted by striking through the words with a pen. I have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances which I think helps to qualify me as a responsible principal for participation in this project.

Typed or Printed Name of Principal	Signature of Principal	Certification Date (mm/dd/yyyy)	Area Code and Telephone No.

This form was prepared by (Please print name)

Area Code and Telephone No.

Schedule A: List of Previous Projects and Section 8 Contracts. By my name below is the complete list of my previous projects and my participation history as a principal; in Multifamily Housing programs of HUD/FmHA, State, and Local Housing Finance Agencies. **Note:** Read and follow the instruction sheet carefully. Abbreviate where possible. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If you have no previous projects write, by your name, "**No previous participation, First Experience.**"

1. List each Principal's Name (list in alphabetical order, last name first)	2. List Previous Projects (give the I.D. number, project name, city location, & government agency involved if other than HUD)	3. List Principals' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of Loan (current, defaulted, assigned, or foreclosed)	5. Was Project ever in Default, during your participation?		6. Last Mgmt. and/or Physical Inspctr Rating
				Yes	No If "Yes," explain	

Part II – For HUD Internal Processing Only

Received and checked by me for accuracy and completeness; recommend approval or transferral to Headquarters as checked below:

Date (mm/dd/yyyy)	Telephone Number and Area Code	<input type="checkbox"/> A. No adverse information; form HUD-2530 approval is recommended.	<input type="checkbox"/> C. Disclosure or Certification problem
Staff	Processing and Control	<input type="checkbox"/> B. Name match in system	<input type="checkbox"/> D. Other, our memorandum is attached.
Supervisor	Director of Housing / Director, Multifamily Division	Approved <input type="checkbox"/> Yes <input type="checkbox"/> No	Date (mm/dd/yyyy)

Instructions for Completing the Previous Participation Certificate, form HUD-2530

Carefully read these instructions and the applicable regulations. A copy of those regulations published at 24 C.F.R. 200.210 to 200.245 can be obtained from the Multifamily Housing Representative at any HUD Office. Type or print neatly in ink when filling out this form. Mark answers in all blocks of the form. If the form is not filled completely, it will delay approval of your application.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record. If you have many projects to list (20 or more) and expect to be applying frequently for participation in HUD projects, you should consider filing a Master List. See Master List instructions below under "Instructions for Completing Schedule A."

Carefully read the certification before you sign it. Any questions regarding the form or how to complete it can be answered by your HUD Office Multifamily Housing Representative.

Purpose: This form provides HUD with a certified report of all previous participation in HUD multifamily housing projects by those parties making application. The information requested in this form is used by HUD to determine if you meet the standards established to ensure that all principal participants in HUD projects will honor their legal, financial and contractual obligations and are acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify your record of previous participation in HUD/USDA-FmHA, State and Local Housing Finance Agency projects by completing and signing this form, before your project application or participation can be approved.

HUD approval of your certification is a necessary precondition for your participation in the project and in the capacity that you propose. If you do not file this certification, do not furnish the information requested accurately, or do not meet established standards, HUD will not approve your certification.

Note that approval of your certification does not obligate HUD to approve your project application, and it does not satisfy all other HUD program requirements relative to your qualifications.

Who Must Sign and File Form HUD-2530:

Form HUD-2530 must be completed and signed by all parties applying to become principal participants in HUD multifamily housing projects, including those who have no previous participation. The form must be signed and filed by all principals and their affiliates who propose participating in the HUD project. Use a separate form for each role in the project unless there is an identity of interest.

Principals include all individuals, joint ventures, partnerships, corporations, trusts, non-profit organizations, any other public or private entity, that will participate in the proposed project as a sponsor, owner, prime contractor, turnkey developer, managing agent, nursing home administrator or operator, packager, or consultant. Architects and attorneys who have any interest in the project other than an arms length fee arrangement for professional services are also considered principals by HUD.

In the case of partnerships, all general partners regardless of their percentage interest and limited partners having a 25 percent or more interest in the partnership are considered principals. In the case of public or private corporations or governmental entities, principals include the president, vice president, secretary, treasurer and all other executive officers who are directly responsible to the board of directors, or any equivalent governing body, as well as all directors and each stockholder having a 10 percent or more interest in the corporation.

Affiliates are defined as any person or business concern that directly or indirectly controls the policy of a principal or has the power to do so. A holding or parent corporation would be an example of an affiliate if one of its subsidiaries is a principal.

Exception for Corporations – All principals and affiliates must personally sign the certificate except in the following situation. When a corporation is a principal, all of its officers, directors, trustees and stockholders with 10 percent or more of the common (voting) stock need not sign personally if they all have the same record to report. The officer who is authorized to sign for the corporation or agency will list the names and title of those who elect not to sign. However, any person who has a record of participation in HUD projects that is separate from that of his or her organization must report that activity on this form and sign his or her name. The objective is full disclosure.

Exemptions – The names of the following parties do not need to be listed on form HUD-2530: Public Housing Agencies, tenants, owners of less than five condominium or cooperative units and all others whose interests were acquired by inheritance or court order.

Where and When Form HUD-2530 Must Be Filed: The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects, or when otherwise required in the situations listed below:

- Projects to be financed with mortgages insured under the National Housing Act (FHA).
- Projects to be financed according to Section 202 of the Housing Act of 1959 (Elderly and Handicapped).
- Projects in which 20 percent or more of the units are to receive a subsidy as described in 24 C.F.R. 200.213.
- Purchase of a project subject to a mortgage insured or held by the Secretary of HUD.
- Purchase of a Secretary-owned project.
- Proposed substitution or addition of a principal, or principal participation in a different capacity from that previously approved for the same project.
- Proposed acquisition by an existing limited partner of an additional interest in a project resulting in a total interest of 25 percent or more, or proposed acquisition by a corporate stockholder of an additional interest in a project resulting in a total interest of 10 percent or more.
- Projects with U.S.D.A., Farmers Home Administration, or with state or local government housing finance agencies that include rental assistance under Section 8 of the Housing Act of 1937. For projects of this type, form HUD-2530 should be filed with the appropriate applications directly to those agencies.

Review of Adverse Determination: If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration by the HUD Review Committee. Alternatively, you may request a hearing before a Hearing Officer. Either request must be made in writing within 30 days from your receipt of the notice of determination.

If you do request reconsideration by the Review Committee and the reconsideration results in an adverse determination, you may then request a hearing before a Hearing Officer. The Hearing Officer will issue a report to the Review Committee. You will be notified of the final ruling by certified mail.

Specific Line Instructions:

Reason for submitting this Certification: e.g., refinance, management, change in ownership, transfer of physical assets, etc.

Block 1: Fill in the name of the agency to which you are applying. For example: HUD Office, Farmers Home Administration District office, or the name of a State or local housing finance agency. Below that, fill in the name of the city where the office is located.

Block 2: Fill in the name of the project, such as "Greenwood Apts." If the name has not yet been selected, write "Name unknown." Below that, enter the HUD contract or project identification number, the Farmers Home Administration project number, or the State or local housing finance agency project or contract number. Include all project or contract identification numbers that are relevant to the project. Also enter the name of the city in which the project is located, and the ZIP Code of the site location.

Block 3: Fill in the dollar amount requested in the proposed mortgage, or the annual amount of rental assistance requested.

Block 4: Fill in the number of apartment units proposed, such as "40 units." For hospital projects or nursing homes, fill in the number of beds proposed, such as "100 beds."

Block 5: Fill in the section of the Housing Act under which the application is filed.

Block 7: Definitions of all those who are considered principals and affiliates are given above in the section titled "Who Must Sign and File...."

Block 8: Beside the name of each principal, fill in the role that each will perform. The following are possible roles that the principals may perform: Sponsor, Owner, Prime Contractor, Turnkey Developer, Managing Agent, Packager, Consultant, General Partner, Limited Partner (include percentage), Executive Officer, Director, Trustee, Major Stockholder, or Nursing Home Administrator. Beside the name of each affiliate, write the name of the person or firm of affiliation, such as "Affiliate of Smith Construction Co."

Block 9: Fill in the percentage of ownership in the proposed project that each principal is expected to have. Also specify if the participant is a general or limited partner. Beside the name of those parties who will not be owners, write "None."

Block 10: Fill in the Social Security Number or IRS employer number of every party listed, including affiliates.

Instructions for Completing Schedule A:

Be sure that Schedule A is filled-in completely, accurately and the certification is properly dated and signed, because it will serve as a legal record of your previous experience. All Multifamily Housing projects involving HUD/FmHA, and State and local Housing Finance Agencies in which you have previously participated **must** be listed. Applicants are reminded that previous participation pertains to the individual principal within an entity as well as the entity itself. A newly formed company may not have previous participation, but the principals within the company may have had extensive participation and disclosure of that activity is required. To avoid duplication of disclosure, list the project and then the entities or individuals involved in that project. You may use the name or a number code to denote the entity or individual that participated. The number code can then be used in column 3 to denote role.

Column 2 List the project or contract identification of each previous project. **All previous projects must be included or your certification cannot be processed.** Include the name of all projects, the cities in which they are located and the government agency (HUD, USDA-FmHA or State or local housing finance agency) that was involved. At the end of your list of projects, draw a straight line across the page to separate your record of projects from that of others signing this form who have a different record to report.

Column 3 List the role(s) of your participation, dates participated, and if fee or identity of interest with owners.

Column 4 Indicate the current status of the loan. Except for current loans, the date associated with the status is required. Loans under a workout arrangement are considered assigned. An explanation of the circumstances surrounding the status is required for all non-current loans.

Column 5 Explain any project defaults during your participation.

Column 6 Enter the latest Management and/or Physical Inspection Review rating. If either of the ratings are below average, the report issued by HUD is required to be submitted along with the applicant's explanation of the circumstances surrounding the rating.

No Previous Record: Even if you have never participated in a HUD project before, you must complete form HUD-2530. If you have no record of previous projects to list, fill in your name in column 1 of Schedule A, and write across the form by your name – "No previous participation, first experience."

Master List System: If you expect to file this form frequently and you have a long list of previous projects to report on Schedule A, you should consider filing a Master List. By doing so, you will avoid having to list all your previous projects each time you file a new application.

To make a Master List, use form HUD-2530. On page 1, in block 1, enter (in capital letters) the words "Master List." In blocks 2 through 6 enter in "N.A." meaning Not Applicable. Complete blocks 7 through 10.

In the box below the statement of certification, fill in the names of all parties who wish to file a Master List together (type or print neatly). Beside each name, every party must sign the form. In the box titled "Proposed Role," fill in "N.A." Also, fill in the date you sign the form

and provide a telephone number where you can be reached during the day. No determinations will be made on these certificates.

File one copy of the Master List with each HUD Office where you do business and mail one copy to the following address:

**HUD-2530 Master List
Participation and Compliance
Division – Housing
U.S. Department of Housing and
Urban Development
451 Seventh Street, S.W.
Washington, D.C. 20410**

Once you have filed a Master List, you do not need to complete Schedule A when you submit form HUD-2530. Instead, write the name of the participant in column 1 of Schedule A and beside that write "See Master List on file." Also give the date that appears on the Master List that you submitted. Below that, report all changes and additions that have occurred since that date. Be sure to include any mortgage defaults, assignments or foreclosures not listed previously.

If you have withdrawn from a project since the date the Master List was filed, be sure to name the project. Give the project identification number, the month and year your participation began and/or ended.

Certification:

After you have completed all other parts of form HUD-2530, including Schedule A, read the Certification carefully. In the box below the statement of certification, fill in the name of all principals and affiliates (type or print neatly). Beside the name of each principal and affiliate, each party must sign the form, with the exception in some cases of individuals associated with a corporation (see "Exception for Corporations" in the section of the instructions titled "Who Must Sign and File form

HUD-2530"). Beside each signature, fill in the role of each party (the same as shown in block 8). In addition, each person who signs the form should fill in the date that he or she signs, as well as providing a telephone number where he or she can be reached during business hours. By providing a telephone number where you can be reached, you will help to prevent any possible delay caused by mailing and processing time in the event HUD has any questions.

If you cannot certify and sign the certification as it is printed because some statements do not correctly describe your record, use a pen and strike through those parts that differ with your record, then sign and certify to that remaining part which does describe you or your record.

Attach a signed letter, note or an explanation of the items you have struck out on the certification and report the facts of your correct record. Item A(2)(e) relates to felony convictions within the past 10 years. If you have been convicted of a felony within 10 years, strike out all of A(2)(e) on the certificate and attach your statement giving your explanation. A felony conviction will not necessarily cause your participation to be disapproved unless there is a criminal record or other evidence that your previous conduct or method of doing business has been such that your participation in the project would make it an unacceptable risk from the underwriting standpoint of an insurer, lender or governmental agency.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law (42 U.S.C. 3535(d) and 24 C.F.R. 200.217) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a principal may not participate in a proposed or existing multifamily project. HUD uses this information to evaluate whether or not principals pose an unsatisfactory underwriting risk. The information is used to evaluate the potential principals and approve only individuals and organizations who will honor their legal, financial and contractual obligations.

Privacy Act Statement: The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN.

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. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

A response is mandatory. Failure to provide any of the information will result in your disapproval for participation in this HUD program.

Insurance Requirements For Consultants

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (*occurrence Form CG-00011188*).
2. Insurance Services Office form number CA 00 01 06 92 covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by State law and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions liability: \$1,000,000 per occurrence.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Authority. At the option of the Authority, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Authority, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the Authority guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Authority, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.

2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the Authority, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Authority, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Authority.
4. Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than B+;VI unless otherwise acceptable to the Authority. Bidders must provide written verification of their insurer's rating.

Verification of Coverage

Consultant shall furnish the Authority with original certificates and amendatory **endorsements** effecting coverage required by this clause. The endorsements should be on forms provided by the Authority or on other than the Authority's forms, provided those endorsements conform fully to Authority requirements. All certificates and endorsements are to be received and approved by the Authority before work commences in sufficient time to permit consultant to remedy any deficiencies. The copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor in a manner and in such time as to permit Authority to approve them before subcontractors' work begins. All coverage for subcontractors shall be subject to all of the requirements stated herein.

Note: If a subcontractor will be hired to perform hazardous material remediation, or other hazardous operations, that subcontractor will name the housing authority, its officers, officials, employees and volunteers as additional insureds on its general liability insurance policy by endorsement. Such policy will provide coverage for the hazardous material remediation and other hazardous operations risks. EX

EXHIBIT J

STATEMENT OF PROPOSER'S QUALIFICATIONS

ALL QUESTIONS MUST BE ANSWERED AND THE DATA GIVEN MUST BE CLEAR AND COMPREHENSIVE. IF NECESSARY, ADD A SEPARATE SHEET.

1. NAME OF PROPOSER: _____
2. PERMANENT OFFICE ADDRESS: _____

3. WHEN COMPANY OR ENTITY ORGANIZED: _____
4. WHERE COMPANY OR ENTITY WAS FORMED: _____
5. HOW MANY YEARS HAS THE COMPANY OR ENTITY BEEN ENGAGED IN THIS BUSINESS: _____
6. GENERAL CHARACTER OF WORK PERFORMED BY THE COMPANY OR ENTITY:

7. IRS TAX IDENTIFICATION NO.: _____

MUST BE SUBMITTED WITH YOUR PROPOSAL

SECTION 3 REGULATIONS

RESIDENT EMPLOYMENT - SECTION 3 CLAUSE

The purpose of Section 3 is to ensure that employment and other economic opportunities generated by THA to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of THA assisted for housing.

Each applicant, recipient, contractor or subcontractor undertaking work in connection with a Section 3 covered project shall attempt to utilize a minimum of thirty (30) percent of lower income residents of THA public housing as trainees, semi-skilled, or skilled employees.

Each applicant, recipient, contractor or subcontractor undertaking work in connection with a Section 3 covered project shall utilize a minimum of thirty (30) percent of lower income residents of THA public housing as trainees, semi-skilled, or skilled employees.

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.

The parties to this contract agree to comply with HUD's regulations 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 part 135 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining Contract of 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.

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 violation of the regulations in 24 CFR part 135.

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.

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.

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 maximum extent feasible, but not in derogation of compliance with Section 7 (b).

For more information please contact:

**Brent Masters
Employment Specialist
1724 East 44th Street
Tacoma, WA 98404
(253) 284-9489**

AGREE AND ACKNOWLEDGE:

BY: _____

TITLE: _____

DATE: _____

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

OMB Approval No. 2577-0015 (exp.09/30/2005)

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

SAMPLE

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. 3/31/2002)

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

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

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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)

SAMPLE

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:

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

A. 1.2.5 Construction Phase. After execution of the Construction Contract, the Design Professional shall in a prompt and timely manner administer the Construction Contract and all work 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.

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.

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 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)

SAMPLE

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)

SAMPLE

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)