



# REQUEST FOR PROPOSAL

Professional Architectural Design Services

**Contract Number  
M2019-01**

**2019**

351 CHESTNUT ST. HARRISBURG, PA 17101

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### Appendix:

HUD Form(s): 5369-A, 5369-B, 51915, 51915-A, 50071, SF-LLL  
HHA Form(s) Form of Proposal, Profile of Firm, Section 3 Income Limits  
Section 3 Clause, Section 3 Utilization Report, MBE Utilization Report, WBE Utilization Report,

## **REQUEST FOR PROPOSAL**

The Harrisburg Housing Authority will receive Proposals for Professional Architectural Services, Contract M2019-01. All submissions must be received and time stamped no later than 2:00 p.m. Friday, March 15, 2019, at 351 Chestnut Street, Harrisburg, Pennsylvania 17101.

Fax submissions or emails will not be accepted.

RFP documents will be available Friday, February 15, 2019, electronically at [www.harrisburghousing.org](http://www.harrisburghousing.org) (follow vendor registration link to our E-Procurement Vendor's web site). All interested parties must register as a vendor by visiting our website [www.harrisburghousing.org](http://www.harrisburghousing.org). Follow registration link under "Vendor/Businesses".

Questions and requests for information about the content of the documents shall be directed, in writing, to Lori Shope via the E-Procurement web site, no later than 12:00 noon, March 1, 2019.

HHA reserves the right to reject any or all proposals and waive any informalities.

Provisions for equal employment opportunity, Section 3, MBE and WBE participation are set forth in the documents.

### **HARRISBURG HOUSING AUTHORITY**

Emily J. Leader  
Chair

Senghor A. Manns  
President / CEO



## **Scope of Services and Qualifications**

### **1. PURPOSE**

The Harrisburg Housing Authority (HHA) is seeking proposals for Architectural Services, Indefinite Delivery Contract, for the modernization of developments located in City of Harrisburg. More than one contract may be awarded based on this solicitation, at the Authority's option. Firms desiring consideration should be multi-disciplined or should include data on their consultants. Desired personnel disciplines include design, planning, funding, construction, renovation, engineering and landscape architects. Sub contractors and consultants may be changed from time to time in order to best suit the current task. Any changes in subcontractors or consultants from the ones submitted with the original proposal must be approved by the HHA.

### **2. BACKGROUND**

Harrisburg Housing Authority (HHA) is a nonprofit governmental entity created by the City of Harrisburg for the acquisition, development, modernization, operation and administration of public housing programs. The primary purpose of HHA is to provide safe, decent, sanitary and affordable housing to low income families and elderly in the City of Harrisburg and to operate housing programs in accordance with federal legislation. HHA's programs are administered through the U.S. Housing Act of 1937, as amended. The HHA currently owns and manages approximately 1,725 Low-Income Public Housing units and administers nearly 854 Housing Choice Voucher (HCV) units.

### **3. SCOPE OF WORK**

Work may include, but is not limited to design services for alteration and repair of interior and/or exterior of buildings, offices and housing units. Design services shall include architectural, heating, ventilation and air-conditioning systems, plumbing and electrical, grounds and parking areas, utility systems, life safety upgrades, ADA and Section 504 compliance, demolition and construction of new structures as deemed by need and funding availability.

Drawings and as-builts are available at the housing authority for review for most sites. The Authority shall be held harmless for deficiencies in these plans, if any and makes no claim for their accuracy.

### **4. SERVICES:**

Architectural services may include, but are not limited to any or all of the following for any particular work orders issued under this Indefinite delivery contract:

- Conduct a thorough physical survey of the entire project to assess existing conditions.
- Perform design services ensuring code compliance.
- Prepare and print working drawings utilizing Computer Aided Drafting (CAD).
- Prepare specifications and drawings both electronic and hard copy for distribution to prospective bidders.

- Prepare cost estimates at various times during the design and construction phase.
- Respond promptly to questions from potential bidders during bid cycle.
- Conduct pre-bid meetings.
- Conduct bid opening, review bid documents and make recommendations for award.
- Review and approve submittals and shop drawings.
- Respond promptly to request for information or interpretation.
- Conduct job conferences and provide minutes to all parties.
- Provide daily or as required; observations and construction administration services during the construction period.
- Review change orders and contract modifications, draft same in HHA format.
- Provide cost reasonableness analysis and provide written documentation along with approved change orders.
- Participate in joint and final inspections.
- Conduct (1 or 2) year warranty inspections as applicable.
- Review and approve periodic estimates for payments in accordance with contract documents.
- Certify construction work has been performed in accordance with the construction documents.
- Meet or exceed requirements with respect to Section 504 of the Act including design to standards in conformance with the Uniform Federal Accessibility Standards (USAF) and other regulations.
- Identify and assist in obtaining funding sources including grants and tax credits.
- Other items as specified by work order or addendum.

## **5. CONTRACT TERM**

The initial contract will be one (1) year with the Authority's option of extending the contract for four additional one year terms in accordance with the following procedure. The HHA makes no assurances that this award will result in work. Work orders will be assigned on an as needed basis. Fees will be negotiated for each work order based on the hourly fee schedule submitted with the proposal.

## **6. OPTION YEAR(S)**

The Contract Officer will notify the contractor before the expiration date of the intent to exercise the option to an additional year. Before the option can be exercised the Authority shall:

- Ensure funding availability;
- Add a statement to the file that this option was included in and evaluated as part of the basic contract;
- Review market prices justifying price reasonableness;
- Review performance of the contractor in the previous contract year(s).

## **7. RESPONSE TIME FRAME AND OTHER INFORMATION**

**Response submission period:** February 15, 2019 through March 11, 2019.

**Questions:** February 15, 2019 through March 1, 2019 (Via Transpire ONLY)

**Proposals Due:** 2PM March 15, 2019 (No late submissions considered)

**Evaluation period:** March 15, 2019 through March 20, 2019

**Interviews (if required):** March 25, 2019 through March 29, 2019

**Award:** April 11, 2019 (time frame may be adjusted to conform with the Board Meeting)

Proposals must comply with regulations and statutes relating to procurement in the State of Pennsylvania, the U.S. Department of Housing and Urban Development and the policies of the Harrisburg Housing Authority. The person submitting the proposal must have the authority to bind the organization in a contract. Late submissions will not be considered unless specific circumstances listed in 5369 B clause 6.

**One original and three hard copies** of the proposal shall be delivered to the following address: (facsimiles, electronic or telegraph submissions will not be accepted)

Harrisburg Housing Authority  
Senghor Manns, President/CEO  
351 Chestnut Street  
Harrisburg, PA 17101

All costs directly or indirectly related to the preparation of a response to this RFP shall be the sole responsibility of and shall be borne by the respondent.

All requests for information must be in writing via the Housing Market Place-procurement system. Questions and responses will be made available to all applicants via the Housing Market Place e-procurement system. Interested parties may register at [harrisburghousing.org](http://harrisburghousing.org) (follow vender registration).

**It is the express policy of the HHA that parties responding to this request refrain from initiating any direct contact or communication with the Executive Staff, HHA staff or members of the Board of Commissioners with regard to this Request for Proposals during the selection process. Any violation of this policy will be considered a basis for disqualification.**

HHA reserves the right to waive any minor informality in any proposal when these actions appear to be in the Housing Authority's best interest, cancel the RFP, reject any or all proposals, make an award based solely on the proposals, or to negotiate further with one or more firms. The Housing Authority also reserves the right to reject the proposal of any firm that has previously failed to perform satisfactorily, or has failed to complete on

time, a contract or contracts of a similar nature. The Authority also reserves the right to select the proposal(s) designed to deliver the most favorable overall impact upon the agency and the right to ask questions, interview or negotiate the services and price before awarding the contract and/or work order. HHA reserves the right to withdraw this solicitation at any time.

All proposals received will become a part of the Housing Authority's official files without any obligation on the Housing Authority's part to return submitted material.

The Housing Authority is an equal opportunity employer. The award will be made without regard to race, color, religion, gender, age, mental or physical disability (or history thereof), marital or family status, beliefs, and national origin.

## **8. PROPOSAL CONTENT & FORMAT:**

**Tabbed Proposal Submittal:** The HHA intends to retain the successful proposer pursuant to a “Best Value” basis, not necessarily a “Low Bid” basis. Therefore, so that the HHA can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted following. Each category must be separated by numbered index dividers (which number extends so that each tab can be located without opening the proposal) and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the HHA has published herein or has issued by addendum.

**Tab 1, Form of Proposal:** This Form is attached to this RFP document. This 1-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.

**Tab 2, Form HUD-5369-C, *Certifications and Representations of Offerors, Non-Construction Contract:*** This Form is attached to this RFP document. This form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.

**Tab 3, Profile of Firm Form:** The Profile of Firm Form is attached to this RFP document. This form must be fully completed, executed and submitted under this tab as a part of the proposal submittal. NOTE: As instructed thereon, place the required resumes under Tab #5.

**Tab 4, Proposed Services:** As more fully detailed within *Scope of Work and Services* sections of this document, the proposer shall clearly detail within the information submitted under this tab:

- The work plan, including key policies and procedures, that the successful proposer will implement to provide the proposed services;
- Identify the item to be addressed in the introduction to each response;
- How staff are retained, screened, trained and monitored;
- The proposed quality control program; and,
- A description of deliverables that the HHA can expect with regard to each work item as applicable.

**Tab 5, Managerial Capacity/Financial Viability:** The proposer entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within *Profile of Firm Form*.

**Tab 6, Client Information:** The proposer shall submit a listing of at least 3 former or current clients for whom the proposer has, within the preceding 24 months, performed similar or like services to those being proposed herein. The list shall, at a minimum, include:

- The name of the firm;
- The client's contact name;
- The client's telephone number;
- A brief description and scope of the service(s) provided.

**Tab 7, Equal Employment Opportunity:** The proposer shall submit under this tab a copy of its Equal Opportunity Employment Policy, and any documentation it believes substantiates practice and history of employing minorities and/or women in professional positions. This tab should include any certification of Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE). Under this tab the proposer shall include a written plan thoroughly detailing how they plan to include minorities and women in this contract.

**Tab 8, Section 3 Documentation:** Proposers shall include under this tab a fully executed assurance of compliance form. For any proposer claiming a Section 3 Preference, he/she shall under this tab include the fully completed and executed Section 3 Certification Form. In addition, the proposal shall submit under this tab a written plan on how they will utilize Section 3 residents on this contract or how they will otherwise comply with the Section 3 Clause included with this RFP.

**Tab 9, Fee Proposal:** Shall be submitted in a format that clearly indicates hourly fees for each identified staff person. Also indicate any travel / lodging fees, reimbursable fees and other associated costs and fees. Increases for years two through five should be noted, but will further be negotiated as part of that option.

**Tab 10, Other Information (Optional Item):** The proposer may include hereunder any other general information that the proposer believes is appropriate to assist the HHA in its evaluation.

If no pertinent information is to be placed under any of the tabs (especially the "Optional" tabs), please place thereunder a statement such as "THIS TAB LEFT INTENTIONALLY BLANK."



## **9. EVALUATION METHOD:**

**Initial Evaluation:** Each proposal received will first be evaluated for responsiveness (i.e. meets the minimum of the requirements). The HHA shall select a minimum of a three-person panel to evaluate each of the proposals submitted in response to this RFP.

**Evaluation Panel:** The President/CEO will select the evaluation panel from available staff and/or consultants. The Contract Manager will assemble the evaluation packets for each evaluator and deliver along with instructions.

**Evaluation Period:** The panel has generally five business days to complete the evaluation. Additional time may be granted in cases where a large number of responses are received and/or interviews are to be conducted.

**Evaluation Summary:** The Contract Manager will complete a summary of responses from the evaluators. The Contract Manager may at his/her discretion; call for an evaluation summary meeting to discuss the proposals, the evaluations or to short list some firms for further consideration. Final recommendation of the firm presenting the best value of the short listed firms may be accomplished by, but not limited to, vote of the panel.

**Proposal Evaluation:** The Evaluation Committee will review the Proposals in accordance with the following evaluation criteria:

### **1. Technical Competence and Methods** **0-35 Points**

Proposal Methodology is clearly stated and delineated in a manner consistent with a professional approach to the tasks. Demonstrated technical background and capability of the Respondent to complete the expected work described under the Scope of Work and Services is evaluated.

### **2. Managerial and Organizational Structuring** **0-20 Points**

Proposed staffing is evaluated for each task. Staffing resumes are reviewed for ability to perform tasks.

### **3. Experience and References** **0-20 Points**

The Respondent's experience will be evaluated and rated as presented by past performance in design of similar projects. HHA will assign scoring based on specific experience in the areas identified in the scope of work and services.

### **4. MBE/WBE/ Section 3** **0-10 Points**

Respondent demonstrated involvement in MBE/WBE and Section 3 participation. Amount of participation will be evaluated.

### **5. Proposal & Fee Schedule** **0-15 Points**

The Respondent will be evaluated based on the proposal fee schedule as it pertains to services as delineated by this RFP with emphasis placed on cost efficiency.

## **10. CONTRACT AWARD:**

If a contract is awarded pursuant to this RFP, the following detailed procedures will be followed:

Upon final completion of the proposal evaluation process, the Contract Manager will forward to the President for approval a written award recommendation. The President may require further review by General Counsel. If approved, the President will take the award recommendation to the HHA Board of Commissioners at a scheduled board meeting for their review and approval. The HHA Board will then make its determination of whether or not to follow the panel's recommendation. If the recommendation is followed and the top-rated proposer is approved for award, all proposers will receive an announcement of award or final determination. Contract price negotiations may, at the HHA's option, be conducted prior to or after the Board approval.

**Contract Conditions:** The following provisions are considered mandatory conditions of any contract award made by HHA pursuant to this RFP:

**Contract Form:** The HHA will not execute a contract on the successful proposer's form. Contracts will only be executed on form HUD 51915, and by submitting a proposal the successful proposer agrees to do so. The HHA will consider any contract clauses that the proposer wishes to include therein, but the failure of the HHA to include such clauses does not give the successful proposer the right to refuse to execute the HUD contract form.

**Assignment of Personnel:** The HHA shall retain the right to demand and receive a change in personnel assigned to the work if the HHA believes that such change is in the best interest of the HHA and the completion of the contracted work. Contractor may change personnel from time to time as needed with HHA's permission.

**Unauthorized Sub-Contracting Prohibited:** The successful proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of the Contract Officer. Any purported assignment of interest or delegation of duty, without the prior written consent of the Contract Officer shall be void and may result in the cancellation of the contract with the HHA, or may result in the full or partial forfeiture of funds paid to the successful proposer as a result of the proposed contract; either as determined by the Contract Officer.

**Contract Period:** It is anticipated that the HHA will initially award a contract to the successful proposer to perform these services for a period of one year. The HHA; at its option may award four additional one year periods under this same procurement.

### **Work made for hire:**

All work performed pursuant to this agreement specifically including all deliverables developed or prepared for HHA is the exclusive property of HHA. All right, title and interest in and to said property shall vest in the HHA and shall be deemed to be a work made for hire and made in the course of the services rendered pursuant to this agreement.

**11. LICENSING AND INSURANCE REQUIREMENTS:** When applicable; prior to award (but not prior to submission of the proposal) the *successful proposer* will be required to provide:

- An original certificate evidencing the proposer's current industrial (workers compensation) insurance carrier and coverage amount;
- An original certificate, naming the HHA as an additional insured, showing the entity's general liability insurance coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$2,000,000), with fire damage of \$50,000, with a deductible of not greater than \$1,000;
- An original certificate showing the proposer's professional liability and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000), with a deductible of not greater than \$1,000;
- An original certificate showing the proposer's automobile insurance coverage in a combined single limit of \$1,000,000.00. For every vehicle utilized during the term of this contract, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000.00/\$100,000.00 and medical pay of \$5,000.00.
- A copy of the proposer's Harrisburg Mercantile License allowing that entity to provide services within the City of Harrisburg.
- A copy of the proposer's business or trade related license, when required.

The requested related information shall also be entered where provided for on the Profile of Firm Form (DO NOT ATTACH COPIES WITHIN THE PROPOSAL SUBMITTAL--we will garner the necessary certificates from the successful proposer prior to contract execution).

**12. Billing and Invoices:** In order to receive any payment due to the successful vendor/contractor, he/she shall submit to the HHA a monthly, or as work is completed, invoice detailing the service provided, the dates of service. All approved invoices will be paid by the HHA on a net/30 basis and shall be formatted as follows (at a minimum):

- Company name, address, telephone number;
- Invoice number;
- HHA contract and work order number;
- Detail of services being billed.
- All utilization reports shall be submitted at this time.

Failure to provide this information may delay the processing of invoices.

**13. Contract Service Standards:** All work performed pursuant to this RFP must conform and comply with all applicable local, state and federal regulations.

**14. PROPERTIES OF THE HARRISBURG HOUSING AUTHORITY:**

HOWARD DAY HOMES	(PA 8-1)	HOVERTER HOMES	(PA 8-2)
JOHN A.F. HALL MANOR	(PA 8-3)		
HILLSIDE VILLAGE	(PA 8-4)	M.W. SMITH HOMES	(PA 8-5)
JACKSON TOWER	(PA 8-6)		
MORRISON TOWER	(PA 8-7)	LICK TOWER	(PA 8- 9)
SCATTERED SITES	(PA 8-10)		

**DESCRIPTION OF THE PROPERTIES**

<b><u>Name of Development</u></b>	<b><u># Units</u></b>	<b><u>Type of Units</u></b>	<b><u>Location</u></b>
1) Howard Day Homes	218	Efficiencies & 1,2,3,4 Br.	1300 Community Dr. Hbg. PA 17103
2) Hoverter Homes	233	Efficiencies & 1,2,3,4 Br.	1260 Oyler Rd. Hbg.,PA 17104
3) Hall Manor	540	1,2,3,4 Br.	17 <sup>th</sup> & Hanover Hbg.,PA 17104
4) Hillside Village	70	2,3 Br.	12th & Reily St. Hbg.,PA 17103
5) M. W. Smith Homes	80	2,3,4 Br.	Cameron & Calder Hbg.,PA 17103
6) Jackson Tower	159	Studio & 1 Br. Elderly	1315 N. 6th St. Hbg.,PA 17102 Hi-Rise – (13 stories)
7) Morrison Tower	120	Efficiency, 1 Br., Elderly	351 Chestnut St. Hbg.,PA 17101 Hi-Rise – (12 stories)
8) Lick Tower	144	Efficiency, 1- Br, Elderly	1301 N. Sixth St. Hbg.,PA 17102 Hi-Rise – (13 stories)
10) Scattered Sites	79	2,3,4,5 Br.	Various locations
<hr/>			
<b><u>Total</u></b>	<b><u>1643</u></b>		

## **HARRISBURG HOUSING AUTHORITY**

### **Minority Business Enterprises (MBE)**

### **Women Business Enterprises (WBE)**

A "minority business enterprise" (MBE) is one that is owned or controlled by one or more socially or economically disadvantaged persons. Such persons include Black Americans, Native Americans, Hispanic Americans, Asian/Pacific Americans, and Hasidic Jews. A "women business enterprise" (WBE) is one owned and controlled by women.

"Owned or controlled" by one or more socially and economically disadvantaged persons means that a socially and economically disadvantaged person or persons, or a for-profit business, or a non-profit organization controlled by such person or a for-profit business, or a non-profit organization controlled by such person or persons, possesses at least fifty-one percent (51%) of the ownership of the business, and its management and daily business operation are controlled by such persons.

The Harrisburg Housing Authority will take the following actions to provide every feasible opportunity for minority business enterprises (MBEs) and women business enterprises (WBE) to participate in bidding for HA work.

- A. The HA will have a goal to award at least twenty percent (20%) of the dollar value of approved CFP funds to contractors with MBE and WBE construction contractors, A/E's, or consultants (for both physical and management improvements). Where the main construction contract is awarded to an MBE or WBE the HA will count the entire dollar amount of the contract toward its MBE/WBE goal. Where the main construction contract is not awarded to an MBE/WBE but one or more of the subcontract(s) is awarded to an MBE/WBE, the HA will count the dollar value of such subcontracts toward the MBE/WBE goal. The HA will not double count the dollar value of the main construction contract and its subcontracts. The HA will report its MBE/WBE progress to HUD as required.
- B. To ensure that MBE/WBEs are aware of CFP bid opportunities, the HA will, in addition to its existing procedures for publicizing upcoming Invitations for Bid or Requests for Proposals, may:
  - 1. purchase timely advertisement in media with a largely minority and women audience;
  - 2. solicit bids or requests for proposals directly from existing MBE/WBE lists;
  - 3. post signs around developments and in the HA management office and local stores;
  - 4. notify community organizations, public or private institutions, and local minority and women business organizations and trade associations;
  - 5. notify resident organizations;
  - 6. notify The Mayor's office of Economic Development of opportunities.
- C. The HA will take appropriate affirmative action to assist minority and women's business enterprises and maintain information and reports about such enterprises.

- D. The HA will have a goal to award MBE/WBEs at least ten percent (10%) of the total amount expended for management operations (i.e., expenditures for contracts and purchases for supplies and services, as distinguished from salaries, wages and benefits).

**MBE/WBE Consideration in Professional Selections.**

In furtherance of the stated policy the HA:

1. will give preference points in evaluations;
2. recognizes all related certifications issued by recognized agencies;
3. encourages responses that include consultants and/or joint venture opportunities with MBEs or WBEs;
4. engages in outreach endeavors to encourage MBE/WBE participation in the RFP process.

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

**Representations, Certifications,  
and Other Statements of Bidders**  
**Public and Indian Housing Programs**

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

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### 1. Certificate of Independent Price Determination

#### (a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

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

(1) Is the person in the bidder'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's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder'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 deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[ ] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [ ] is, [ ] is not included with the bid.

### 2. Contingent Fee Representation and Agreement

#### (a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

(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.

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

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

### 3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.



(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

#### 4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[ ] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

#### 5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

#### 6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

#### 7. Small, Minority, Women-Owned Business Concern Representation

The bidder 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 business enterprise. "Women-owned business enterprise," as used in this provision, means a 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 business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled 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)

- |                        |                              |
|------------------------|------------------------------|
| [ ] Black Americans    | [ ] Asian Pacific Americans  |
| [ ] Hispanic Americans | [ ] Asian Indian Americans   |
| [ ] Native Americans   | [ ] Hasidic Jewish Americans |

#### 8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [ ] is, [ ] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [ ] is, [ ] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

**9. Certification of Eligibility Under the Davis-Bacon Act** (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

**10. Certification of Nonsegregated Facilities** (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

**Note:** The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

**11. Clean Air and Water Certification** (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [ ] is, [ ] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**12. Previous Participation Certificate** (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [ ] is, [ ] is not included with the bid.

**13. Bidder's Signature**

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

\_\_\_\_\_  
(Signature and Date)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Address)

# 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:]

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

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

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

# Model Form of Agreement Between Owner and Design Professional

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

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

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. 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)

The Owner and Design Professional agree as set forth below.



---

## Article A: Services

### A 1.0 Design Professional's Basic Services

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

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

### A 1.2 Phases and Descriptions of Basic Services.

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

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

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

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

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

- o Responding to 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 re-quired by the Bidding, Construction and Contract Documents. The Design Professional shall endeavor to protect the Owner against defects and deficiencies in the execution and performance of the work. The Design Professional shall:

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

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

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

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

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

## A. 2.0 Design Professional's Additional Services

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

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

## Article B: Compensation and Payment B.

### 1.0 Basic Services

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

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

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

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

#### B. 2.0 Reimbursables

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

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

B. 2.1.2 Long Distance Telephone Costs. Long distance 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)

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

Owner	Design Professional
<div></div> <div>(Housing Authority)</div>	<div></div> <div>(Firm)</div>
<div></div> <div>(Signature)</div>	<div></div> <div>(Signature)</div>
<div></div> <div>(Print Name)</div>	<div></div> <div>(Print Name)</div>
<div></div> <div>(Print Title)</div>	<div></div> <div>(Print Title)</div>



Addendum (If any)  
(Additional Services and other modifications)

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

This Addendum is dated this \_\_\_\_\_ day of \_\_\_\_\_ in the year (yyyy) of \_\_\_\_\_

Owner	Design Professional
_____	_____
(Housing Authority)	(Firm)
_____	_____
(Signature)	(Signature)
_____	_____
(Print Name)	(Print Name)
_____	_____
(Print Title)	(Print Title)

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

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

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**Contract Provisions Required by Federal Law  
or Owner Contract with the  
U.S. Department of Housing and Urban Development**

# Contract Provisions Required by Federal Law or Owner Contract with the U.S. Department of Housing and Urban Development

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

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

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. 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.

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

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).

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

1.13 Reserved.

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.

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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.).

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.

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.

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.

# Certification of Payments to Influence Federal Transactions

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

OMB Approval No. 2577-0157 (Exp. 03/31/2020)

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 sub recipients 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)

# DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  <b>Congressional District, if known:</b>			<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  <b>Congressional District, if known:</b>		
<b>6. Federal Department/Agency:</b>			<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b> \$ _____		
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):			<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):		
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
<b>Federal Use Only:</b>				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



## Vendor Information Form

1) Prime \_\_\_\_ Sub-contractor \_\_\_\_ (This form must be completed by and for each).

2) Name of Firm: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

3) Street Address, City, State, Zip: \_\_\_\_\_

\_\_\_\_\_

4) E-mail Address: \_\_\_\_\_

*E-mail is our preferred method of contact; please correspond by same.*

5) Identify Principals/Partners in Firm

Name	Title	% of Ownership

6) Identify the individual(s) who will act as project manager, along with other supervisory personnel on the engagement team working the HHA contract.. (Do not duplicate any resumes required above):

Name	Title

7) Diversity Statement: Check all of the following that apply to the ownership of your firm, entering the percentage (%) of ownership of each:

☐ Caucasian American (Male) \_\_\_\_\_%      ☐ Public-Held Corporation \_\_\_\_\_%      ☐ Government Agency \_\_\_\_\_%      ☐ Non-Profit Organization \_\_\_\_\_%

8) Minority- (MBE) or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following):

☐ African American \_\_\_\_\_%      ☐ Native American \_\_\_\_\_%      ☐ Hispanic American \_\_\_\_\_%      ☐ Asian/Pacific American \_\_\_\_\_%      ☐ Hasidic Jew \_\_\_\_\_%

☐ Asian/Indian American \_\_\_\_\_%      ☐ Woman-Owned (MBE) \_\_\_\_\_%      ☐ Woman-Owned (Caucasian) \_\_\_\_\_%      ☐ Disabled Veteran \_\_\_\_\_%      ☐ Other (Specify): \_\_\_\_\_%

WMBE Certification Number: \_\_\_\_\_

Certified by (Agency): \_\_\_\_\_

(NOTE: A CERTIFICATION/NUMBER IS NOT REQUIRED; ENTER IF AVAILABLE)

9) Are you a Section 3 Business Concern: \_\_\_\_\_

*For clarification of a Section 3 Business Concern, please refer to the HHA Website listed below.*

10) Federal Tax ID Number: \_\_\_\_\_

11) Pennsylvania Business License Number: \_\_\_\_\_

12) State of \_\_\_\_\_ License Type and Number: \_\_\_\_\_

13) Worker's Compensation Insurance Carrier: \_\_\_\_\_

Policy Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

14) General Liability Insurance Carrier: \_\_\_\_\_

Policy Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

15) Professional Liability Insurance Carrier: \_\_\_\_\_

Policy Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

16) Debarred Statement: Has this firm, or any principal(s), ever been debarred from providing any services by the Federal Government, any state government, or any local government agency within or out the State of Pennsylvania? Yes ☐ No ☐

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

17) If your firm currently holds any State or Federal Contracts, please list all contract #s. (i.e. CoStars, DGS Contracts, GSA Schedule 70 or 84, US Communities, WSCA, etc)

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18) Please provide a list of services this firm provides.

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19) Would your company be interested in receiving Direct Deposit Payment from HHA? Yes ☐ No ☐

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

\_\_\_\_\_  
Signature Date Printed Name Company

**Please provide current copies of all your insurance policies, Section 3 Self Certification forms, licenses, etc.**

**This form along with HHA Policies are available at [www.harrisburghousing.org](http://www.harrisburghousing.org).**

## FORM OF PROPOSAL

(This Form must be fully completed and placed under Tab #1 of the proposal submittal.)

**Instructions:** The items listed below must be completed and included in the Proposal unless otherwise specifically noted. Please complete this form by marking X, where the referenced information has been included.

<b>X=ITEM INCLUDED</b>	<b>SUBMITTAL ITEMS</b> <i>(One original and five hard copies of each Proposal)</i>
_____	Tab 1 Form of Proposal
_____	Tab 2 Form HUD-5369-A
_____	Tab 3 Vendor Information Form
_____	Tab 4 Project/Community Summary
_____	Tab 5 Response to Evaluation Criteria - Part III, Item a
_____	Tab 6 Response to Evaluation Criteria - Part III, Item b
_____	Tab 7 Response to Evaluation Criteria - Part III, Item c
_____	Tab 8 Response to Evaluation Criteria - Part III, Item d
_____	Tab 9 Response to Evaluation Criteria - Part III, Item e
_____	Tab 10 Response to Evaluation Criteria - Part III, Item f
_____	Tab 11 Response to Evaluation Criteria - Part III, Item g
_____	Tab 12 Response to Evaluation Criteria - Part III, Item h
_____	Tab 13 Equal Employment Opportunity
_____	Tab 14 Section 3 Documentation (Notarize only if claiming)
_____	Tab 15 Conflict of Interest/Disclosure Attachments
_____	Tab 16 Other Information (Optional Item)

### **PROPOSER'S STATEMENT**

The undersigned proposer hereby states that by completing and submitting this Form and all other documents within this submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the HHA discovers that any information entered herein is false, that shall entitle the HHA to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the proposal submittal, the undersigned proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the HHA. Pursuant to all RFP Documents, the Form of Proposal, and all attachments pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply the HHA with the services described herein for the fees as agreed by the HHA and proposer.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company and Address

# Harrisburg Housing Authority

## Section 3 Clause

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## **SECTION 3 CLAUSE**

The Harrisburg Housing Authority will provide to each Solicitation Bid, A copy of the Section 3 Clause in relation to the Section 3 requirements under the Housing and Urban Development act of 1968, as amended, 12 U.S.C. 1701u (Section 3).

### **A.-E. Purpose/General Requirements**

- A.** The work to be performed in connection with the underlying 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 should if possible and 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 the underlying contract agree to comply with HUD's regulations in 24 CFR, Part 135, which implements Section 3. As evidenced by their execution of the Section 3 certification, the parties to the underlying contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 Regulations.
- C.** The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this Section 3 Clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 Preference, shall set forth the minimum number of positions and job titles subject to hire, the availability of apprenticeship and training positions along with qualifications for each, 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.

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

**F. Section 3 Regulations (numerical goals)**

1. When contractors and/or sub-contractor triggers the Section 3 regulations by adding new hires, the contractors and/or sub-contractors are required, to the greatest extent feasible, to initially, reach out to the residents of the Harrisburg Housing Authority concerning the opportunity for employment, contracts and/or training, thereafter the contractors and/or sub-contractors must direct these opportunities to other low income people in the community where the project is located.
2. All contractors and/or sub-contractors that trigger the Section 3 regulations, must document every effort that was made to offer and fill the employment, contract and/or training opportunity with a Section 3 person or business.
3. The minimum requirements for documenting solicitation of a Section 3 person or business include: distributing flyers, placing ads, local media, community organizations, and posting signs in the resident relations office, community rental offices and in and around the community where the covered contract has been awarded. (Refer to H. "Geographical Area Tier System" below for a description of the required solicitation area and individuals)
4. The contractors and/or sub-contractors must prove that he or she has made every effort to notify The Harrisburg Housing Authority's residents, those Section 3 residents within a 15 mile radius of the covered contract area, and those Section 3 residents within the current metropolitan service area in which the covered contract lies of the contractors opportunities for employment, contracts, and/or training. If the contractors and/or sub-contractors prove these efforts and the contractors and/or sub-contractors were unable to solicit Section 3 persons or businesses, then at that time the contractors and/or sub-contractors may open up these opportunities to other non-Section 3 persons or contractors.
5. Documentation of all contractors and/or sub-contractors efforts to provide employment, contracts, and/or training to Section 3 persons or businesses must be presented to the Section 3 compliance office before moving forward.
6. All contractors and/or sub-contractors that have not met the Section 3 regulations set forth in this section have the burden of demonstrating why it was not feasible to meet these regulations.
7. Section 3 regulations are mandated by HUD and are required by all contractors and/or subcontractors. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of the contract for default, and debarment or suspension from future HUD assisted contracts.

**G. Resident Relations**

Contractors and/or sub-contractors may contact the Resident Relations office of the Harrisburg Housing Authority for possible Section 3 applicants, business concerns and joint venture candidates for hire.

**H. Geographical Area Tier System: (starting point for residents)**

1. Harrisburg Housing Authority residents & Section 8 residents
2. The 15 mile radius surrounding the covered contract area
3. Current MSA (Metropolitan Service Area) in which the contract lie

## **I. Hiring and Contracting Obligations (Section 3 / Business Concerns)**

### **Hiring Obligation**

To the greatest extent feasible, all contractors and/or sub-contractors who are a party to the underlying Section 3 covered contract will commit to hiring 30 percent of Section 3 new hires, or maintaining at least 30 percent full time permanent employees that are Section 3 residents within 3 years of being employed.

### **Contracting Obligation**

To the greatest extent feasible, all contractors and/or sub-contractors who are a party to the underlying contract will commit to awarding at least 10 percent of the total contract amount to Section 3 business concerns, and at least 3 percent of the total contract amount of all covered non-construction contracts to be awarded to Section 3 business concerns.

## **J. Section 3 Applicants Proving Eligibility**

A person seeking the training and employment preference provided by Section 3 covered assistance, has the responsibility of providing evidence (if requested) that the person is eligible for the preference. The willful falsification of an individual's Section 3 status may subject the individual to civil or criminal prosecution. (*See*, 18 USC § 1001 and 31 USC § 231)

Nothing will be construed to require the employment of a Section 3 resident who does not meet the qualifications of the position to be filled.

## **K. Training Fund**

As an alternative, Section 3 compliance can be archived by contributing into the Harrisburg Housing Authority's Section 3 Training fund in the amount specified in the section below. This does not apply to sub-contractors. This applies to the base contract amount for the prime contractor and is not assessed to subsequent change orders or addendums.

When the contract amount is **less than \$100,000**

5 % of base contract, or \$4,500

**At least \$100,000, but less than \$200,000**

4.5 % of base contract, or \$8,000

**At least \$200,000, but less than \$300,000**

4 % of base contract, or \$10,500

**At least \$300,000, but less than \$400,000**

3.5 % of base contract, or \$12,000

**At least \$400,000, but less than \$500,000**

3 % of base contract, or \$12,500

**At least \$500,000, but less than \$1 million**

2.5 % of base contract, or \$20,000

**At least \$1 million, but less than \$2 million**

2 % of base contract, or \$30,000

**At least \$2 million, but less than \$4 million**

1.5 % of base contract, or \$40,000

**At least \$4 million, but less than \$7 million**

1 % of base contract, or \$52,500

**\$7 million or more**

.75 % of base contract

**L. Preference for Section 3 Certified Contractors**

1. An award shall be given to the qualified and responsible Section 3 Business Concern with the lowest responsive bid, if that bid is:
  - a. Within the maximum total contract price established in the contracting budget for the specific project for which bids are being taken, and
  - b. Not more than "X" higher than the total bid price of the lowest responsive bid from any responsible, responsive bidder.

"X" is determined as follows,

X= the lesser of:

When the lowest responsive bid is **less than \$100,000**

10 % of that bid or \$ 9,000

**At least \$100,000, but less than \$200,000**

9% of that bid, or \$16,000

**At least \$200,000, but less than \$300,000**

8% of that bid, or \$21,000

**At least \$300,000, but less than \$400,000**

7% of that bid, or \$24,000

**At least \$400,000, but less than \$500,000**

6% of that bid, or \$25,000

**At least \$500,000, but less than \$1 million**

5% of that bid, or \$40,000

**At least \$1 million, but less than \$2 million**

4% of that bid, or \$60,000

**At least \$2 million, but less than \$4 million**

3% of that bid, or \$80,000

**At least \$4 million, but less than \$7 million**

2% of that bid, or \$105,000

**\$7 million or more**

1-1/2% of the lowest responsive bid, with no dollar limit

If no responsive bid by a Section 3 business concern meets the requirements of section L. of this clause, the contract shall be awarded to a responsive bidder with the lowest responsive bid.

**M. Section 3 Business Concern**

Is a business in which:

1. 51 percent of the business, or more, is owned by Section 3 residents; or
2. Is a business that at least 30 percent of its permanent, full time employees include people who are currently Section 3 residents, or within three years of the date of their first employment with the business were Section 3 residents; or
3. A business that provides evidence of a commitment to sub-contract in excess of 25 percent of the dollar award of all sub-contracts to be awarded to business concerns that meet the qualifications set forth in paragraphs 1. or 2.



## **N. Fines for Non-Compliance**

Contractors found to have violated the terms of this clause are liable for fines in an amount equal to the amounts paid into the training fund as specified above in section K. The Harrisburg Housing Authority will not consider the contractor responsive for future contracts for a period of 120 days after the fine is paid.

## **O. Contractors That are Unable to Engage in Opportunities for Section 3/Business**

For contractors that do not engage in training, employment, and contracting opportunities for Section 3 residents, the contractor must contribute to the Harrisburg Housing Authority training fund. For all contracts awarded to sub-contractors, the prime contractor must ensure that, to the greatest extent feasible, all sub-contractors will provide training, employment, contracting, and joint venture opportunities to Section 3 residents and business concerns of the Harrisburg Housing Authority.

## **P. Section 3 Joint Venture**

A Section 3 joint venture is an association of business concerns, one of which qualifies as a Section 3 business concern, formed by a written joint venture agreement to engage in and carry out a specific business venture where the business concerns combine their efforts, resources, skills and knowledge for joint profit, but not necessarily on a continuing or permanent basis and for which the Section 3 business concern is responsible for a clearly defined portion of the work to be performed and:

- i. Holds management responsibilities in the venture, and
- ii. Performs at least 25 percent of the work and
- iii. Is contractually entitled to compensation proportionate to its work.

## SECTION 3 RESIDENT SELF CERTIFICATION FORM

(To be completed by each employee/business conducting business with HHA)

**RESIDENT/ EMPLOYEE INFORMATION:**

<b>Name:</b>			
<b>Home Address</b>			
<b>Telephone #</b>		<i>Email</i>	
<b>Name of Employer</b>			

<b>Job Category</b>	Business Owner/Professional	Office/Clerical
	Maintenance	Trade: _____

Employee Experience/ Training/ Job Skills	
--	--

### INCOME SURVEY:

How many people live in your home?	_____ persons
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What is <u>the total yearly income</u> of ALL persons, 18 years and older, living in your house?	\$ _____ total yearly household income
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Note: Total yearly income means full funds (salaries, dividends, interest, etc) received during the year, before taxes

**Resident Certification: This certification is good for 3 years (PLEASE READ CAREFULLY)**

I authorize the information above to be added to the database of Section 3 Residents that will enable me to receive notice of employment for future Section 3 covered projects. I understand the Section 3 Resident list may provide additional employment opportunities, however inclusion on this list does not guarantee employment. I further understand that this list may be accessed by Harrisburg Housing Authority Staff, developers, and contractors working on Section 3 covered projects; however no personal information will be made available to the developers, contractors, or public.      Yes      No

Under penalty of perjury I certify that I, \_\_\_\_\_ (print name), a legal resident of \_\_\_\_\_ and qualify as a Section 3 Resident because I meet the income limits as published on the form OR I am a public housing resident. I agree to furnish Harrisburg Housing Authority any requested documentation in support of verification of this self-certification.

Signature

Date \_\_\_\_\_

Print Name

## ASSURANCE OF COMPLIANCE (Section 3, HUD ACT of 1968)

### TRAINING, EMPLOYMENT, AND CONTRACTING OPPORTUNITIES FOR BUSINESS AND LOWER INCOME PERSONS

A. The project assisted under this (contract) (agreement) is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S. C. 170U. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to 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. Notwithstanding any other provision of this (contract) (agreement), the (applicant) (recipient) shall carry out the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary set forth in 24 CFR Part 135 (published in 38 Federal Register 29220, October 23, 1973), and all applicable rules and orders of the Secretary issued there under prior to the execution of this (contract) (agreement). The requirements of said regulations include but are not limited to development and implementation of an affirmative action plan for utilizing business concerns located within or owned in substantial part by persons residing in the area of the project; the making of a good faith effort, as defined by the regulation, to provide training, employment and business opportunities required by Section 3; and incorporation of the "Section 3 Clause" specified by Section 135.20 (b) of the regulations in all contracts for work in connection with the project. The (applicant) (recipient) certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.

C. Compliance with the provisions of the Section 3 Clause of this covered contract, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Secretary issued there under prior to approval by the Government of the application for this (contract) (agreement), shall be a condition of the Federal financial assistance provided to the project, binding upon the (applicant) (recipient), its successors and assigns. Failure to fulfill these requirements shall subject the (applicant) (recipient), its contractors and subcontractors, its successors, and assigns to the sanctions specified by the (contract) (agreement), and to such sanctions as are specified by 24 CFR Section 135

D. Attachment to this certification: **Bidder's Section 3 action plan.** Submission of a detailed plan shall be attached to and becomes a part of this certification.

**APPLICANT:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## E-MAIL/CONTACTS

Section 3 Compliance Office  
Gary Deavers  
[gdeavers@harrisburghousing.org](mailto:gdeavers@harrisburghousing.org)

Procurement Department  
Lori Shope  
[loris@harrisburghousing.org](mailto:loris@harrisburghousing.org)

Milt Reisser  
[miltr@harrisburghousing.org](mailto:miltr@harrisburghousing.org)

Christine Campbell  
[christinec@harrisburghousing.org](mailto:christinec@harrisburghousing.org)

Modernization  
Robert Grosko  
[robertg@harrisburghousing.org](mailto:robertg@harrisburghousing.org)

# FY 2018 Income Limits Documentation System

Harrisburg-Carlisle, PA MSA										
FY 2018 Income Limit Area	Median Income	FY 2018 Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Harrisburg- Carlisle, PA MSA	\$75,200	Very Low (50%) Income Limits	\$26,350	\$30,100	\$33,850	\$37,600	\$40,650	\$43,650	\$46,650	\$49,650
		Extremely Low (30%) Income Limits	\$15,800	\$18,050	\$20,780	\$25,100	\$29,420	\$33,740	\$38,060	\$42,380
		Low (80%) Income Limits	\$42,150	\$48,150	\$54,150	\$60,150	\$65,000	\$69,800	\$74,600	\$79,400

The Harrisburg-Carlisle, PA MSA contains the following areas: Cumberland County, PA ; Dauphin County, PA ; and Perry County, PA .

Based on a 40-hour per work week schedule for the year  
(40 hours per week x 52 weeks = 2,080 hours per year),  
for a single, head of household, working full-time, this would equate to \$20.26 per hour...

### SECTION 3 - MONTHLY UTILIZATION REPORT

## Harrisburg Housing Authority

**351 Chestnut Street**

**Harrisburg PA 17101-2785**

(Please type or print all information clearly)

Name and Address of Prime Contractor:

Name and Address of Sub-Contractor: \_\_\_\_\_

Employer Identification Number:	Reporting Period for Attached Invoice:
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Name and Telephone # of Person Submitting Report: \_\_\_\_\_

Type of Profession, Company or Firm: \_\_\_\_\_

Signature of Company Official and Title:	X	Date Signed:
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[illegible]

\* The current goal of the Harrisburg Housing Authority would be to successfully reach a minimum of 30% participation and to comply with Section 3 of the HUD Act of 1968. This would ensure that employment opportunities generated by HUD assistance and or HUD-assisted projects covered by Section 3, to the greatest extent feasible, be directed to low income persons, particularly those who receive HUD assistance for housing.

\*This report is to be submitted on a monthly basis during the term of your contract with the Harrisburg Housing Authority. It is to be included with your invoicing. If you have subcontractors, please have them also complete & submit this form to this office. Failure to comply with this requirement may result in delays with processing your remittance. Should you need any assistance, please call (717) 232-6781 ext 8002; fax (717) 963-2600; or e-mail: [garyd@harrisburghousing.org](mailto:garyd@harrisburghousing.org)

(Please type or print all information clearly)

Signature of Company Official and Title:	X	Date Signed:
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\*This report is to be submitted on a monthly basis during the term of your contract with the Harrisburg Housing Authority. It is to be included with your invoicing. If you have subcontractors, please have them also complete & submit this form to this office. Failure to comply with this requirement may result in delays with processing your remittance. Should you need any assistance, please call Gary Deavers (717) 232-6781 ext 8002; fax (717) 963-2600; or e-mail: garyd@harrisburghousing.org

(Please type or print all information clearly)

Date Signed:

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