



WORTHINGTON HRA

EQUAL HOUSING OPPORTUNITY

**HOUSING AND REDEVELOPMENT AUTHORITY OF
WORTHINGTON, MN
REQUEST FOR QUALIFICATIONS**

Architectural and Engineering Services

November 2025

Introduction

The Housing and Redevelopment Authority of Worthington, MN (HRA) is a public entity formed to provide housing and housing assistance to low and moderate-income households. Currently, the HRA is responsible for the ownership and/or management of 136 public housing rental units, and 50 market rate housing units. We administer up to 307 Housing Choice Vouchers in a seven-county jurisdiction

The HRA is currently accepting proposals for architectural and engineering services from licensed and insured firms through this Request for Qualifications (RFQ). The initial contract will be for one year, with the possibility of extending for up to four additional one-year periods at the discretion of the HRA. The initial contract period will specifically relate to a renovation project of a newly acquired office space. Proposers should have the skills and know-how to assist in the pre-construction, procurement, construction, and post-construction phases of the renovation project.

Over the course of five years, there may be a need for various services including a physical needs assessment of our properties. The projects shall comply with all appropriate building and accessibility requirements.

The HRA anticipates receiving funding from the Minnesota Housing Finance Agency's Publicly Owned Housing Program and HUD Capital Fund Program to finance the projects.

As a Qualifications-Based Selection, an evaluation will be performed on each RFQ respondent. A contract will be negotiated at a later date with the successful respondent. All RFQ responses submitted must conform to all the requirements and specifications outlined within this document and all attachments in its entirety.

CONTACT AND SUBMISSION DETAILS:

CONTACT/CONTRACT PERSON (OFFICER)

Tanner Rogers, Executive Director

HRA CONTACT INFORMATION

TannerR@worthingtonhra.com

507-376-3655

Housing and Redevelopment Authority of Worthington

819 10th St, Worthington, MN 56187

PROPOSAL SUBMITTAL DEADLINE:

The deadline for proposal submission will be specified for each project.

PROPOSAL SUBMISSION:

The deadline for submitting a proposal is December 31st, 2025 at 2:00 pm.

The submission should be titled 'Worthington HRA Architectural and Engineering Services (A/E)'

Proposal and can be sent via email, in person, or by mail to the address provided below:

EMAIL: TannerR@worthingtonhra.com

ATTN: Tanner

Housing and Redevelopment Authority of Worthington

819 10th St, Worthington, MN 56187

1. HRA'S RESERVATION OF RIGHTS:

The HRA reserves the right to reject any or all proposals, to waive any informality in the RFQ process, or to terminate the RFQ process at any time, if deemed by the HRA to be in its best interests. The HRA reserves the right not to award a contract pursuant to this RFQ.

The HRA reserves the right to terminate a contract awarded pursuant to RFQ at any time for its convenience upon written notice as in compliance with the executed contract to the successful proposed

The HRA reserves the right to determine the days, hours, and locations that the successful proposer(s) shall provide the services called for in this RFQ.

The HRA reserves the right to retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the HRA Executive Director.

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

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

The HRA shall reserve the right to, at any time during the RFQ or contract process, prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein.

The HRA reserves the right to, at any time during the ensuing contract period, and without penalty to the Architect or Engineering Firm retained as a result of this RFQ, conduct additional competitive solicitations to retain additional A-E when, in the opinion of the Executive Director, it is in the best interests of the HRA to do so. Accordingly, the Architectural Firm retained as a result of this RFQ shall have the right to also respond to any such additional solicitation process, if conducted.

The HRA shall reserve the right to any time during the RFQ or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein.

The HRA reserves the right to at any time during the ensuing contract period and without penalty to the Architect or Engineering Firm retained as a result of the RFQ.

2. SCOPE OF WORK:

The HRA is seeking proposals from qualified, licensed entities to provide the following detailed services:

SERVICES:

The HRA plans to grant a contract to a company that offers architectural and engineering services (A/E), including Pre-Construction, including Procurement through Solicitation, Construction, and Post-Construction for different projects that the HRA may undertake.

This RFQ will relate specifically to the remodel/renovation of a new office space recently acquired by the HRA. Brief details of the office space are included as Exhibit "D". Ideally, the project will be ready for solicitation to contractors by March 2026.

Based on submissions, the relationship may extend beyond a one-year period with additional one-year contracts as the HRA deems necessary.

3. SUBMISSION REQUIREMENTS FOR PROPOSALS:

1. Proposer's Statement: Complete Exhibit "A"
2. Profile of Firm Form: Complete Exhibit "B".
3. Proposed Services: The proposer shall list the types of services it offers as related to '2. Scope of Work' in detail to answer '4.0 Evaluation Factors'.
4. Evidence that the proposer is licensed in the state of Minnesota.
5. Managerial Capacity/Financial Viability: The proposer entity must submit a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified to work on HRA projects. Such information shall include the proposer's qualifications to provide the services, a description of the background and current organization of the firm.
6. Client Information: The proposer shall submit under this section a listing of former or current clients, including the Public Housing Authorities, for whom the proposer has performed services. The listing shall, at a minimum, include a brief description of scope of the services and the dates the services were provided.
7. Equal Employment Opportunity: The proposer must submit under this section a copy of its Equal Opportunity Employment Policy.
8. In order to qualify for a Section 3 Business Preference, the proposer must submit the completed Section 3 Business Preference Certification Form, along with any necessary supporting documentation, as outlined in Exhibit C.
9. All proposals must include a fee structure.
10. Proposers are required to familiarize themselves with and adhere to all dates, times, conditions, requirements, and specifications outlined in the documents provided by the HRA, including the RFQ document and any additional attachments. By submitting the completed documents, proposers are confirming their agreement to comply with all the conditions and requirements stated in those documents.

4. **PROPOSAL EVALUATION:**

A. **Evaluation Factors:**

The HRA will consider several factors when evaluating each proposal submission, including availability, past performance on similar projects, past performance with Housing and Redevelopment Authorities in Minnesota, management plan, evidence of your firm's ability to perform the scope of work, and resident-owned or Section 3 businesses.

B. **Evaluation Process:**

The HRA plans to form a committee to assess all the proposals received in response to this RFQ. Once the evaluation and cost negotiation process is finished, the Executive Director will present a recommendation to the Board of Commissioners for their approval.

NOTE: The HRA has the authority to conduct a "Best and Finals" Negotiation, as outlined in Sections 7.2.N through 7.2.R of HUD Procurement Handbook 7460.8 REV 2. This negotiation process may involve oral interviews. Contract negotiations can be carried out by the HRA before or after the approval of the Board of Commissioners, depending on their discretion.

5. **CONTRACT:**

The Contract Officer is the sole point of contact for all communication and correspondence related to this RFQ process. Proposers are strictly prohibited from contacting any other HRA staff member or official regarding this RFQ. All inquiries and requests should be directed to the Contract Officer. Phone inquiries that can be addressed by referring to a section in the RFQ will be answered by the Contract Officer. All other questions must be submitted in writing, and the Contract Officer will provide written responses to all proposers through addendums.

A. **Contract Conditions:**

The following provisions are considered mandatory conditions of any contract award made by the HRA pursuant to this RFQ: The HRA will not execute a contract on the successful proposer's form; contracts will only be executed on the HRA form. Exhibit E is a sample contract.

B. **Contract Period:**

The HRA plans to initially grant a one-year contract, with the possibility of four additional one-year options, at the discretion of the HRA. The contract will involve negotiating an overall price fee per project, based on the complexity of the proposed scope of work and the specific service required.

C. **Licensing and Insurance Requirements:**

The successful proposer must provide a certificate of insurance that shows their current insurance coverage before receiving the award, but this is not required as part of the proposal submission process. Current HRA Insurance Requirements will be listed on the next page.

HRA Current Insurance Requirements

No contractor or subcontractor shall commence work until all insurance has been acquired. A Certificate of Insurance shall be furnished to the HRA prior to any work and shall be maintained throughout the life of the contract. The HRA shall be named as an additional insured:

1 General Liability shall be occurrence form and shall include contractual liability and carry a waiver of subrogation. Contractor shall carry the following minimum:

A combined single limit of \$2 million each occurrence and \$4 million aggregate. Combined means Bodily Injury and Property Damage.

2 Automobile Liability shall cover owned, non-owned and hired vehicles. Contractor shall carry the following minimum insurance coverage: A combined single limit of \$1 million each accident. Combined means Bodily injury and property damage.

3 Workmen's Compensation is required as per Minnesota law. These are the minimum insurance requirements, and it is the sole responsibility of the contractor to purchase and maintain additional insurance that may be necessary in connection with this contract

4 Builders Risk: If the nature of the project is such that it is insurable against the perils of fire, extended coverage, vandalism, malicious mischief, on and off-site storage and in transit such insurance shall be procured and maintained until final acceptance of the project by the Austin HRA

5 Insurance certificates evidencing that the above insurance is in force with companies acceptable to the owner and in the amounts required shall be submitted to the owner for examination and approval prior to the contract being executed.

6 Indemnification –The contractor will indemnify, defend and hold harmless the Austin HRA and its officials ,agents and employees from any loss ,claim, liability and expense(including reasonable attorney's fees and expenses of litigation with respect to any damages arising from bodily injury, death, property damage, sickness, disease or loss

PROPOSER'S STATEMENT:

The undersigned proposer hereby states that by completing and submitting this Form and all other documents within this proposal submittal, s/he is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the HRA discovers that any information entered herein to be false, such shall entitle the HRA to not consider, make award or to cancel any award with the undersigned party. Further, by completing and submitting the proposal submittal, the undersigned proposer is hereby agreeing to abide by all terms and conditions pertaining to this RFQ as issued by the HRA including an agreement to execute the attached Sample Contract form.

Signature & Date

Printed Name

Title

FIRM QUALIFICATION QUESTIONNAIRE:

1. Date Firm was established: _____
2. Name of Firm: _____
Address: _____
City/State: _____
Phone: _____
3. Please attach a brief biography/ resume of the company.
4. Please attach the names of the principals along with their position and duration of time at the company.

5. List names of staff who will work on this project and their roles on this project: (Attach resumes if not already provided as part of # 4).

6. List of services that will be subcontracted and possible providers.

7. Verification Statement:

The proposer affirms that by filling out and submitting this form, they are confirming the accuracy and truthfulness of all the information provided. Furthermore, they agree that if the HRA finds any false information, it reserves the right to disregard the proposal or revoke any awarded contract with the proposer.

Signature

Printed Name

Title

**CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 PREFERENCE IN CONTRACTING AND
DEMONSTRATION OF CAPABILITY**

This form must be completed and returned to the HRA with all of the required attachments, for any bidder/proposer claiming a Section 3 Business Preference.

Name of Business _____

Address of Business _____

Type of Business: ☐ Corporation ☐ Partnership
 ☐ Sole Proprietorship ☐ Joint Venture

1. This fully completed form and any attachments thereto, will become part of any ensuing contract.
2. The undersigned bidder/proposer hereby claims that it is a Section 3 business concern and claims such preference in that s/he can provide evidence that (check all that apply):

☐ **Business claiming status as a Section 3 resident-owned enterprise - is 51% or more owned by a Section 3 resident (select and attach the applicable documentation):**

☐ Copy of resident lease ☐ Evidence of participant in a of public assistance program
☐ Copy of Articles of Incorporation ☐ Assumed Business Name Certificate
☐ Latest Board minutes appointing officers ☐ List of owners/stockholders and % ownership of each
☐ Partnership Agreement ☐ Corporation Annual Report ☐ Certificate
☐ of Good Standing ☐ Other Evidence/Documentation
☐ Organization chart with names and titles and function statement

☐ **At least 30% of its full time employees include persons that are currently Section 3 residents, or within 3 years of the date of first employment with the business concern were Section 3 residents:**

Total Number of Employees	
Total Number of Section 3 Resident Employees	

If claiming this Section 3 preference, attach the following:

☐ List of Current Full-Time Employees (including name and address)
☐ List of Section 3 Resident Employees (including name and address):
☐ PHA/IHA Residential lease less than 3 years from the day of employment
☐ Other evidence of Section 3 status less than 3 years from the date of employment

☐ **Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 business (must submit all of the following):**

☐ List of subcontracted Section 3 business(es), subcontract amount and percentage of the total proposed contract amount
☐ Fully completed certification form for each contractor

Authorizing Name and Signature

Attested by: _____

Nobles County, MN

Summary

Parcel ID	31-0288-000
Property Address	722 10TH ST 56187
Sec/Twp/Rng	0-0-0
Lot/Block	N/A
Plat	
Brief Tax Description	NORTHWEST 1/2 OF LOTS 7 & 8 BLOCK 30 (Note: Not to be used on legal documents)
Deeded Acres	0.00
CER	N/A
Class	COMM LAND/BLD
Homestead	NON HOMESTEAD
Twp/City	31
School District	518



Owner

Taxpayer
[The Housing And Redevelopment](#)
Authority Of Worthington
722 10th St
Worthington MN 56187

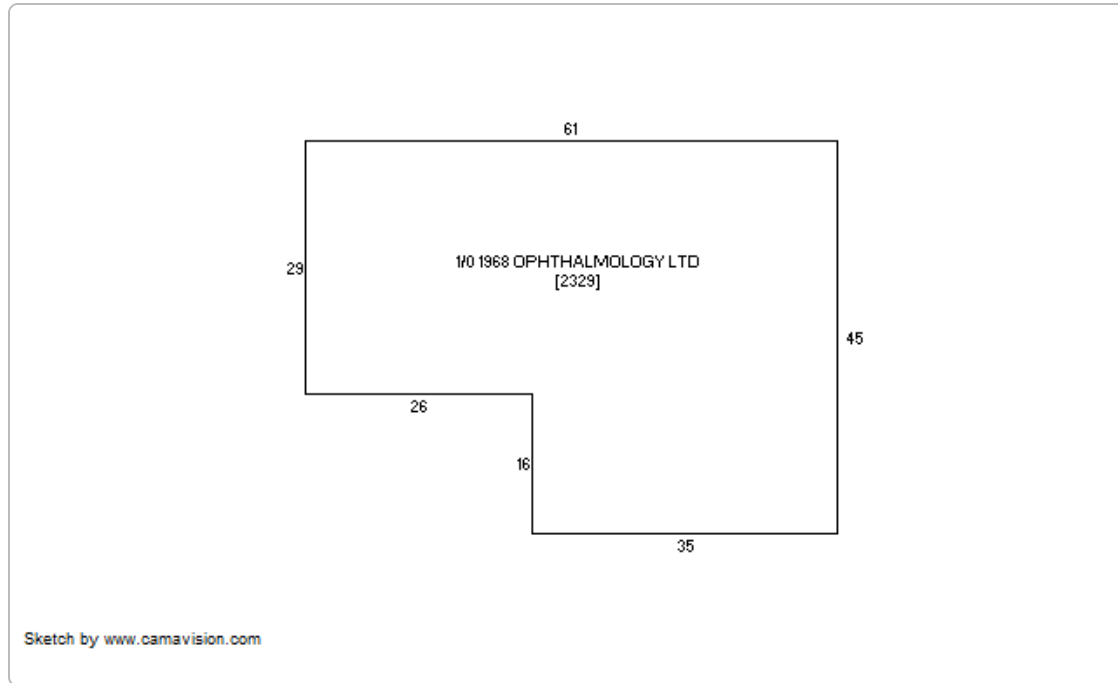
Land

Lot Dimensions Regular Lot: 75.00 x 104.00
Lot Area 0.18 Acres;7,800 SF

Photos



Sketches



No data available for the following modules: Residential.



[User Privacy Policy](#) [GDPR Privacy Notice](#)
[Last Data Upload: 11/17/2025, 9:00:55 AM](#)

D

C

B

A

1

1

2

1

3

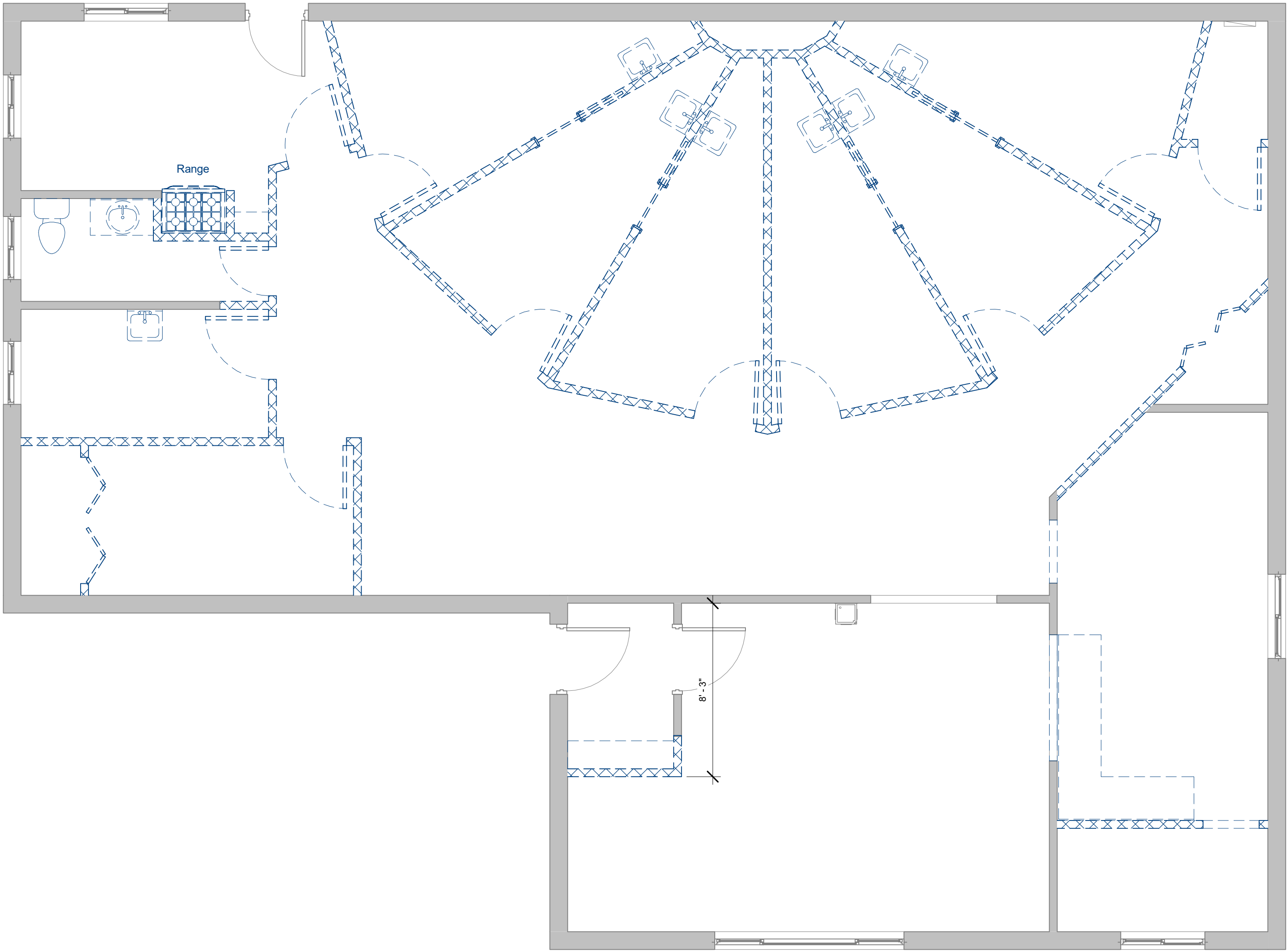
1

4

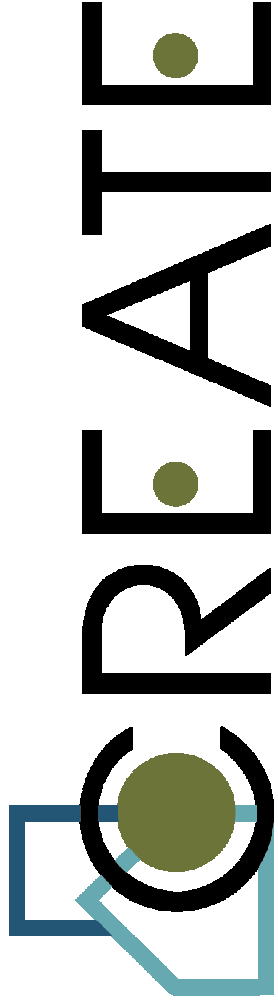
1

5

EXHIBIT "D"



1 DEMO PLAN
1/4" = 1'-0"



20560 N Shore Pl
Hartford, SD 57033
Wall Lake Township
phone: 605.695.1899
www.create-designdevelop.com

REVISION SCHEDULE		
NO.	DESCRIPTION	DATE

WORTHINGTON HRA OFFICE
Worthington, Minnesota

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision, and that I am a duly Licensed Architect under the laws of the State of South Dakota.

**PRELIMINARY
NOT FOR CONSTRUCTION**

PROJECT NO.: 25-042
ISSUE DATE: 09/17/2025
DESIGNED BY: Designer
DRAWN BY: Author
CHECKED BY: Checker

SHEET
A1.0
DEMO PLAN

© Copyright 2024 - CREATE Design - develop ARCHITECTS, LLC

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

OMB Approval No. 2577-0157 (exp.1/31/2017)

**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. 3/31/2010)

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

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

Table of Contents

Page

Introduction

Article A: Services

A. 1.0 **Design Professional's Basic Services**

A. 1.1 Areas of Professional's Basic Services

A. 1.2 Phases and Descriptions of Basic Services

A. 1.2.1 Schematic Design/Preliminary Study Phase

A. 1.2.2 Design Development Phase

A. 1.2.3 Bidding, Construction and Contract Document Phase

A. 1.2.4 Bidding and Award Phase

A. 1.2.5 Construction Phase

A. 1.2.6 Post Completion/Warranty Phase

A. 1.3 Time of Performance

A. 2.0 **Design Professional's Additional Services**

A. 2.1 Description of Additional Services

A. 2.2 Written Addendum or Contract Amendment

Article B: Compensation and Payment

B. 1.0 **Basic Services**

B. 1.1 Fixed Fee for Basic Services

B. 1.2 Payment Schedule

B. 2.0 **Reimbursables**

B. 2.1 Reimbursable Expenses

B. 2.1.1 Travel Costs

B. 2.1.2 Long-Distance Telephone

B. 2.1.3 Delivery Costs

B. 2.1.4 Reproduction Costs

B. 2.1.5 Additional Reimbursables

B. 3.0 **Additional Services**

B. 3.1 Payment for Additional Services

B. 4.0 **Invoicing and Payments**

B. 4.1 Invoices

B. 4.2 Time of Payment

Article C: Responsibilities

C. 1.0 **Design Professional's Responsibilities**

C. 1.1 Basic Services

C. 1.2 Additional Services

C. 1.3 General Responsibilities

C. 1.4 Designing within Funding Limitations

C. 1.5 Compliance with Laws, Codes, Ordinances and Regulations

C. 1.6 Seal

C. 1.7 Attendance at Conferences

C. 2.0 **Owner's Responsibilities**

C. 2.1 Information

C. 2.2 Notice of Defects

C. 2.3 Contract Officer

- C. 2.4 Duties to Furnish
 - C. 2.4.1 Survey and Property Restrictions
 - C. 2.4.2 Existing Conditions
 - C. 2.4.3Waivers
 - C. 2.4.4 Minimum Wage Rates
 - C. 2.4.5Tests
 - C. 2.4.6Contract Terms

Article D: Contract Administration

- D. 1.0 Prohibition of Assignment
- D. 1.1 Ownership of Documents
- D. 1.2 Substitutions
- D. 1.3 Suspension
- D. 1.4 Subcontracts
- D. 1.5 Disputes
- D. 1.6 Terminations
- D. 1.7 Insurance
- D. 1.8 Retention of Rights

8

Article E: Additional Requirements

8

- E. 1.0 Contract Provisions Required by Federal Law or Owner Contract with the U.S. Department of Housing and Urban Development E.
 - 1.1 Contract Adjustments
 - E. 1.2 Additional Services
 - E. 1.3 Restrictive Drawings and Specifications
 - E. 1.4 Design Certification
 - E. 1.5 Retention and Inspection of Records
 - E. 1.6 Copyrights and Rights in Data E. 1.7 Conflicts of Interest
 - E. 1.8 Disputes
 - E. 1.9 Termination
 - E. 1.10 Interest of Members of Congress
 - E. 1.11 Limitation of Payments to Influence Certain Federal Transactions
 - E. 1.12 Employment, Training and Contracting Opportunities for Low income Persons, Section 3, HUD Act of 1968
 - E. 1.13 Reserved
 - E. 1.14 Clean Air and Water (Applicable to Contracts in excess of \$100,000)
 - E. 1.15 Energy Efficiency
 - E. 1.16 Prevailing Wages
 - E. 1.17 Non-applicability of Fair Housing Requirements in Indian Housing Authority Contracts
 - E. 1.18 Prohibition Against Liens

1

1

1

1

1

1

1

1

Article F: Other Requirements (If any)

11

Execution of Agreement

11

Addendum (If any)

1

Introduction to Agreement

Agreement

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

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

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

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

The Owner and Design Professional agree as set forth below.

Article A: Services

A 1.0 Design Professional's Basic Services

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

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

A 1.2 Phases and Descriptions of Basic Services.

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

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

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

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

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

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

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

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

A. 1.2.5 Construction Phase. After execution of the Construction Contract, the Design Professional shall in a prompt and timely manner administer the Construction Contract and all work required by the Bidding, Construction and Contract Documents. The Design Professional shall endeavor to protect the Owner against defects and deficiencies in the execution and performance of the work. The Design Professional shall:

- 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
(Housing Authority)	(Firm)
(Signature)	(Signature)
(Print Name)	(Print Name)
(Print Title)	(Print Title)

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

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

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

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