

RFQ for Architectural Services

REGIONAL HOSPICE AND HOME CARE OF WESTERN CONNECTICUT, INC. REQUEST FOR ARCHITECTURAL SERVICES

Regional Hospice and Home Care of Western Connecticut, Inc. (“Regional Hospice”) is seeking qualifications from architectural firms registered and licensed in the State of Connecticut for the following project:

Renovations to the *Center for Comfort Care & Healing* in Danbury, CT

PROPOSALS ARE DUE BY FRIDAY, MAY 30, 2025 AT 5:00 PM.

Each proposal shall contain the following information:

1. A listing of similar construction projects completed by your firm. Preference will be given to firms with experience in the areas of hospital and/or medical facility construction including, but not limited to hospice facilities, retirement homes, or other places where patients receive long-term care.
2. A listing of previous experience with Federally funded construction projects if not listed above in one (1).
3. A listing of past projects located in the Greater Danbury area of the State of Connecticut.
4. Identification of the project team, including resumes of all professionals that would be assigned to this project, including what projects in one (1) and two (2) above project members were involved in.
5. Evidence of all active insurance policies meeting or exceeding state minimums set forth by the State of Connecticut DAS/CS.

GENERAL INFORMATION

This project will encompass all project-related architectural services to Regional Hospice, including but not limited to the following:

- Preliminary and final design plans and specifications;
- Preparation of the construction bid packet;
- Conducting all field testing and inspections (interim and final); and
- Other special services

PROJECT DESCRIPTION

Regional Hospice operates a 34,158 square-foot *Center for Comfort Care & Healing* in Danbury, CT. The *Center* is a residential hospice care facility dedicated to providing physical, emotional and spiritual support to patients with life-limiting illness, respite for caregivers, and a supportive environment for families and loved ones facing challenging loss. The *Center* consists of 12 individual patient suites with adjoining bathrooms, 2 nursing stations, a family living room and

kitchen, a large commercial kitchen, a library, staff offices, conference and meeting rooms, and a 4,000 square-foot garden with a children's playground. The construction project includes renovations to the *Center* necessary to enhance physical security, upgrade technology, improve energy efficiency, replace items that have outlived their useful lifespans, enlarge our nursing stations for greater productivity and repair broken exterior spaces. Much of the construction is necessary to maintain the *Center* as originally built and to continue to provide patients with the highest quality end-of-life experience possible.

Regional Hospice will be selecting an Architect to lead us through this process. This will include investigation of the site, preparing contract documents for public bidding, contractor advising, and contract administration of the construction contract. Thorough field investigations are expected of the selected Architect. A walk through of the development can be arranged before May 23, 2025 by contacting Victor Rodrigues at victorrodrigues@regionalhospicect.org or (203) 295-1818.

EVALUATION CRITERIA

Proposals received will be evaluated and ranked according to the following criteria:

1. Previous experience with similar or related projects which were successful.
2. Size of firm and experience and qualifications of designated design team.
3. Experience with projects that were funded by governmental agencies, specifically Department of Health and Human Services or Health Resources & Services Administration.
4. Ability to prepare bid documents within set timeline; complete the project within budgetary constraints; provide contract administration and manage time through construction.

Respondent's qualifications will be evaluated, and the most qualified Respondent will be selected, subject to negotiation of fair and reasonable compensation. The initial selection will be completed without reference to the proposed price of the professional architectural/engineering services (See 2 CFR 200.320(b)(2)(iv)). Upon the initial selection of a Respondent based on its demonstrated competence and qualifications to perform such services, Respondent must disclose and certify the percentage of profit as a separate element of the price of the contract during its negotiations with Regional Hospice to determine fair and reasonable compensation. All procurement decisions shall be at the sole discretion of Regional Hospice.

SAMPLE CONTRACT

Submission of any response to this RFQ indicates the Respondent's acceptance of all terms and conditions of and all other requirements contained in this RFQ, including the Sample Contract included herewith and all exhibits and attachments including herewith, unless and to the extent that the Respondent specifically and expressly notes exceptions or assumptions in their response. Such exceptions and/or assumptions, however, may, in addition to being a consideration in Regional Hospice's selection process, result in the disqualification of your submission and any further involvement with the project, all as determined by Regional Hospice in its sole discretion.

The Respondent's pre-printed, standard, purchase order, and/or similar terms and conditions are not considered specific exceptions or assumptions for the purposes of this RFQ.

SUBMISSIONS

PROPOSALS ARE DUE BY FRIDAY, MAY 30, 2025 AT 5:00 PM.

Hard copy proposals must be sealed and clearly marked: **“Statement of Architectural Services Qualifications for Regional Hospice.”** Please deliver to the following address:

Ms. Jen Matlack
Regional Hospice
30 Milestone Rd
Danbury, CT 06810-5144

or email to: jmatlack@regionalhospicect.org with subject line above.

Sample Contract

ARCHITECTURAL SERVICES

PART I AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, by and between Regional Hospice and Home Care of Western Connecticut, Inc., hereinafter called the "Client", acting herein by _____ hereunto duly authorized, and _____ hereinafter called "Firm," acting herein by _____ hereunto duly authorized.

WITNESSETH THAT:

WHEREAS, the Client desires to complete rehabilitation and facility improvement construction activities at its care facility located in Danbury, CT under the general direction of the Community Project Funding / Congressionally Directed Spending ("CPF/CDS") Program administered by the U.S. Health Resources and Services Administration ("HRSA"); and

WHEREAS, the Client desires to engage _____ to render certain architectural services in connection with the CPF/CDS Project, Contract Number _____.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

The Firm will perform the services set out in Part II, Scope of Services.

2. Time of Performance - The services of the Firm shall commence on _____ and be performed in accordance with the schedule attached hereto as Part V. In any event, all of the services required and performed hereunder shall be completed no later than _____.

3. Local Program Liaison - For purposes of this Agreement, the Client's Building Manager or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

4. Access to Records - The HRSA, Inspectors General, the Comptroller General of the United States, and the Client, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the CPF/CDS award, in order to make audits, examinations, excerpts, and transcripts, and to close out the Client's CPF/CDS contract with HRSA.

5. Retention of Records - The Firm shall retain all required records for three years after the Client makes its final payment and all pending matters are closed.

6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed the sum of the stipulated lump sum compensation of

\$ _____ plus reimbursable expenses actually and reasonably incurred in direct support of the project not to exceed the reimbursables cap of \$ _____. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.

7. Indemnification – The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the Client from and against any and all claims, costs, suits, liabilities, fees, expenses, and damages, including attorneys’ and professionals’ fees, arising out of or in connection with the Firm’s performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker’s compensation and income tax laws.
8. Instruments of Service –
 - a. The Firm and the Client warrant that in transmitting Instruments of Service (as defined below), or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the project.
 - b. The Firm hereby assigns to the Client, without reservation, all copyrights to all project-related documents, drawings, models, computer drawings and other electronic expression, photographs, and other expression produced by the Firm or its consultants, including without limitation, the design drawings and all drawings, specifications, and other documents produced by the Firm or its consultants that are included in the contract documents (collectively, the “Instruments of Service”) (other than the Firm’s standard design details not generated or produced in connection with the project, the rights to which are expressly reserved in the respective authors of such details). The Client’s obligation to pay the Firm is conditioned upon the Firm obtaining a valid written assignment from its consultants, substantially similar to that set forth in the preceding sentence, of all their copyrights in the Instruments of Service, which copyrights the Firm hereby assigns to the Client. The Client, in turn, hereby grants to the Firm a nonexclusive license to reproduce the Instruments of Service for purposes relating directly to the Firm’s performance of this Project, for the Firm’s archival records, and, subject to Section 10i below, for the Firm’s reproduction of drawings and photographs in the Firm’s marketing materials. No other Instruments of Service may be reproduced for any other purpose without the express written permission of the Client. No other copyrights are included in this grant of nonexclusive license to the Firm. The word “drawings” as used in this Section includes, without limitation, graphic images of the project-related drawings and two- and three-dimensional depictions of the project in any form of media, including, but not limited to, those contained in computer files stored on computer disks, tapes, and/or other digital storage media. The Client and the Client’s successors in interest shall have the right upon request to receive such drawings in the form of such digital memory storage media, together with copies of the Firm’s CAD Drawings as maintained in the Firm’s computer files.
 - c. The Firm shall not be responsible for, or otherwise liable to the Client or the Client’s successors in interest for, any damages or claims arising from changes made to the Instruments of Service by the Client or by the Client’s successors in interest without the Firm’s participation as provided in this Agreement. The Client, on behalf of itself and its successors in interest, agrees to release, remise, and forever discharge the Firm from any claim, liability or cost arising out of any such changes, or arising out of the use of the Instruments of Service by the Client for any purpose other than the design, construction, certification, reconstruction, renovation, repair, maintenance, use, operation, and occupancy of the project.

- d. If the Client subsequently reproduces project-related documents or creates (or causes a third party to create) a derivative work based upon project-related documents created by the Firm, the Client shall remove or obliterate the original professional seals, logos, and other indications on the documents of the identity of the Firm and its consultants. However, where required by law, such identification, with appropriate qualifying language or other statutorily prescribed information identifying the original architect or the scopes of the reuse of the documents, may remain or be applied.

9. Termination –

- a. If the Client fails to make payments to the Firm in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Firm's option, cause for suspension of performance of services under this Agreement. If the Firm elects to suspend services, the Firm shall give thirty (30) days' written notice to the Client before suspending services. In the event of a suspension of services, the Firm shall have no liability to the Client for delay or damage caused the Client because of such suspension of services. Before resuming services, the Client shall pay the Firm all sums due prior to suspension and any reasonable third-party out-of-pocket expenses incurred in the interruption and resumption of the Firm's services. The Firm's fees for the remaining services and the time schedules shall, if and as appropriate, be equitably adjusted.
- b. If the Client suspends the project for more than 120 cumulative days for reasons other than the fault of the Firm, the Firm may terminate this Agreement by giving not less than thirty (30) days' written notice.
- c. Subject to Section 9a, either party may terminate this Agreement upon not less than thirty (30) days' written notice and opportunity to cure should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination and after the breaching party's failure to cure within thirty days of such written notice.
- d. The Client may terminate this Agreement upon not less than fourteen days' written notice to the Firm for the Client's convenience and without cause.
- e. In the event of termination not the fault of the Firm, the Firm shall be compensated for services performed prior to termination, together with reimbursable expenses then due and all Termination Expenses (as defined below). In the event of a termination by the Client pursuant to Section 9c, the Firm shall not be entitled to receive further payment until the project is finished. If the unpaid balance of the Firm's compensation as set forth in Section 6, including reimbursable expenses (the "Architect's Total Compensation") exceeds the costs incurred by the Client in retaining a replacement architect to finish the project and other damages incurred by the Client because of the Firm's breach and not expressly waived, such excess shall be paid to the Firm. If such costs and damages exceed the unpaid balance of the Architect's Total Compensation, the Firm shall pay the difference to the Client. This obligation for payment shall survive termination of this Agreement. "Termination Expenses" are in addition to compensation for the Firm's services and include only the commercially reasonable expenses actually and unavoidably incurred by the Firm and directly attributable to termination for which the Firm is not otherwise compensated, and no lost profit or additional damages.

10. Miscellaneous Provisions –

- a. This Agreement shall be construed under and accord with the internal laws of the State of Connecticut, and all obligations of the parties created hereunder are performable in Fairfield County, CT.
- b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. The Firm shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by qualified architects that are regionally recognized and experienced with respect to the provision of similar services on projects of similar scope and size. The Firm shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project.
- f. The Firm shall hire and manage any consultants necessary or desirable for the proper performance of the services which are the subject of this Agreement and shall be fully responsible for the performance, acts and omissions of the consultants. No Project-related agreement entered into by the Firm shall contain provisions inconsistent with the terms and conditions of this Agreement, including without limitation, the termination and suspension provisions. The Client shall have the right to approve the selection of each consultant and to evaluate each consultant's performance. Should the Client determine a consultant's performance to be inadequate, the Client may recommend to the Firm that the consultant be replaced. The Firm shall not unreasonably withhold its consent to such replacement. The Client's exercise or failure to exercise its rights under this Section 10f shall in no event prejudice or limit any rights the Client may otherwise have to assert any claims hereunder regarding the selection or performance of such consultant(s).
- g. The parties shall agree upon protocols governing the transmission and use of instruments of service or any other information or documentation in digital form.
- h. This Agreement (together with all exhibits and attachments hereto) and the contract documents are meant to be read as a whole and any apparent conflict or inconsistencies must be considered and reasonably removed by reference to said documents as a whole. In the event any such conflicts cannot be removed by reading the documents as a whole, or in the event of inconsistencies within or between parts of the documents, or between the documents and applicable standards, codes, and ordinances, the Firm shall (i) provide the better quality or greater quantity of work and services, or (ii) comply with the more stringent requirement, either or both in accordance with the Client's interpretation.
- i. The Firm shall maintain the confidentiality of all nonpublic information learned by the Firm from the Client or otherwise in connection with the project, including without limitation, this Agreement and/or the terms and conditions herein, and shall use or disclose the same only as necessary to carry out its obligations hereunder, or if withholding such information would violate the law, create the risk of significant harm to the public, or prevent the Firm from establishing a claim or defense in an adjudicatory proceeding. The Firm shall require of the Firm's consultants similar agreements to maintain the confidentiality of such information. In

the event that the Firm or the Firm's Consultants determine that it or they must disclose confidential information under the above exceptions regarding violation of the law or risk to the public, it or they shall provide the Client with prior notice of such determination as soon as possible.

- j. If requested by the Client, the Firm's requisitions and/or applications requesting payment shall be accompanied by a properly executed and legally-sufficient waiver of liens on account of prior payments from (i) the Firm, (ii) each of the Firm's consultants and (iii) any and all other parties performing services for or providing materials to the Firm specifically for use on this project which may have lien rights with respect to the project and/or the project site. Each waiver of liens shall include the dollar amount that the waiving party has been paid to date.
- k. This Agreement entered into as of the day and year first written above. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which, together, shall constitute one and the same instrument. Counterparts of this Agreement delivered via facsimile or portable document format (.PDF) shall have the same force and effect as counterparts delivered manually.
- l. The Firm shall comply with the terms and conditions of Exhibit 2 attached hereto with respect to insurance.
- m. All notices permitted or required to be given under this Agreement shall be deemed given upon the earlier of actual receipt by or tender to a party or its employee or agent, when (i) mailed by U.S. mail, return receipt requested or certified mail or (ii) delivered by hand or by national overnight courier service to the following addresses:

If to the Client:

Regional Hospice and Home Care of Western Connecticut, Inc.
30 Milestone Road
Danbury, Connecticut 06810
Attn: Jen Matlack

If to the Firm:

11. Extent of Agreement

This Agreement, which includes Parts I through V, inclusive, as well as Exhibits 1 through 5, inclusive, represents the entire and integrated agreement between the Client and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral with respect to the subject matter hereof. This Agreement may be amended only by written instrument signed by authorized representatives of both the Client and the Firm.

[Remainder of page intentionally left blank; signatures to follow.]

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

Regional Hospice and Home Care of Western Connecticut, Inc.

BY: _____

(Printed Name)

(Title)

[_____]

BY: _____

(Printed Name)

(Title)

PART II

SCOPE OF SERVICES

The Firm shall render the following professional services necessary for the development of the project:

SCOPE OF SERVICES

1. Attend preliminary conferences with the Client regarding the requirements of the project.
2. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the Client providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Firm will review any tests required and act as the Client's representative in connection with any such services.
3. Prepare a preliminary architectural study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the Client, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Firm's recommendations; to be completed within _____ days of execution of this Agreement.
4. Furnish the Client copies of the preliminary report.
5. Based on the Client-approved preliminary report, prepare Schematic Design Documents which shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. The Firm shall submit the Schematic Design Documents to the Client and request the Client's review and approval. As part of the submission of the Schematic Design Documents to the Client for review and approval, the Firm shall submit a report which identifies and sets forth in reasonable detail any and all deviations from the Client-approved preliminary report.
6. Based on the Client-approved Schematic Design Documents, prepare Design Development Documents for the Client's review and approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels. As part of the submission of the Design Development Documents to the Client for review and approval, the Firm shall submit a report which identifies and sets forth in reasonable detail any and all deviations from the Client-approved Schematic Design Documents.
7. Based on the Client-approved Design Development Documents, the Firm shall prepare Construction Documents for the Client review and approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of drawings and specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the work. The Client and the Firm acknowledge that, in order to perform the work, the construction contractor will provide additional information, including shop drawings, product data, samples and other similar submittals, which the Firm shall review. As part of the submission of the Construction Documents to the Client for review and approval, the Firm shall submit a report which identifies and sets forth in reasonable detail any and all deviations from the Client-approved Design Development Documents.

8. Furnish the Client with a written monthly status report. The proposed format for this report is attached to this Agreement as Exhibit 1.
9. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance, provided, however, the Client shall manage and handle all submissions to the HRSA.
10. Prepare bid packet/contract documents/advertisement for bids. At the time the bid packet is completed, the Firm shall also furnish to the Client an updated written Estimate of Probable Costs for the Project.
11. Conduct bid opening with the Client.
12. Tabulate, analyze, and review bids for completeness and accuracy.
13. Accomplish construction contractor's eligibility verification through www.SAM.gov.
14. Conduct pre-construction conference and prepare copy of report.
15. Issue Notice to Proceed to construction contractor.
16. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.
17. Design for access by persons with disabilities for those facilities to be used by the public in accordance with Public Law 504.
18. Make periodic visits, no less than every 30 days during the construction period, to the site to observe the progress and quality of the work, and to determine, in general, if the work is proceeding in accordance with the Agreement.
19. Consult with and advise the Client during construction; issue to contractors all instructions requested by the Client; and prepare routine change orders if required, at no charge for architectural services to the Client when the change order is required to correct errors or omissions by the Firm; provide price analysis for change orders; process change orders approved by Client and the Firm for Client to submit to HRSA for approval prior to execution with the construction contractor.
20. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
21. Resolve all payment requests within 14 days of receipt of signed pay request from the construction contractor.
22. Based on the Firm's on-site observations and review of the contractor's applications for payment, determine the amount owed to the contractor in such amounts; such approvals of payment to constitute a representation to the Client, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.
23. Prepare Certificate of Construction Completion and Clean Lien Certificate. A Clean Lien Certificate may be prepared for each of the Prime Contractor(s) and each of the subcontractor(s).
24. Conduct interim/final inspections.
25. Revise contract drawings to show the work as actually constructed and furnish the Client with a set of "record drawings" plans.
23. The Firm will provide a copy of the final project record drawing(s) architectural schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the Client. The digital copy provided shall not include a digital representation of the architect's seal but the accompanying documentation from the Firm shall

include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the Client. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be provided to the owner in written form.

SUBCONTRACTS

1. No work under this Agreement shall be subcontracted by the Firm without prior approval, in writing, from the Client.
2. The Firm shall, prior to proceeding with the work, notify the Client in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
3. If any time during progress of the work, the Client determines that any subcontractor is incompetent or undesirable, the Client will notify the Firm who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the Client.
4. The Firm will include in all contracts and subcontracts in excess of \$150,000 a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). The provisions shall require reporting of violations to HRSA and to the Regional Office of the Environmental Protection Agency (EPA).
5. The Firm will include in all contracts and subcontracts in excess of \$150,000 provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate.
6. The Firm will include in all contracts and subcontracts in excess of \$10,000 provisions addressing termination for cause and for convenience by the Client including the manner by which it will be effected and the basis for settlement.
7. The Firm will include in all contracts and subcontracts provisions requiring compliance with the following, if applicable:
 - a. Prime construction contracts in excess of \$2,000, compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3)
 - b. Contracts greater than \$10,000, the inclusion of the Equal Opportunity clause provided under 41 CFR 60-1.4(b) (Executive Order 11246);
 - c. Contracts exceeding \$100,000, compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
 - d. For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708), including work week requirements and safety conditions for workers, as supplemented by Department of Labor regulations (29 CFR Part 5); and
 - e. For procurement of recovered materials where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, compliance with 2 CFR 200.322 and section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which requires procuring only items designated in guidelines of the EPA at 40 CFR part 247 that contain the highest percentage of recovered materials practicable.
8. The Firm will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.
9. The Firm will include in all negotiated contracts and subcontracts a provision to the effect that the Client, HRSA, the Comptroller General of the United States, or any of their duly authorized

representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.

10. The Firm will include in all contracts and subcontracts a requirement that the contractor maintain all relevant project records for three (3) years after the Client has made final payment to the contractor and all other pending matters are closed.

STANDARD OF PERFORMANCE AND DEFICIENCIES

1. All services of the Firm and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice. The Firm represents that it has the required skills and capacity to perform work and services to be provided under this Agreement.
2. The Firm represents that services provided under this Agreement shall be performed within the limits prescribed by the Client in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
3. Any deficiency in Firm's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from Client and at the Firm's expense if the deficiency is due to Firm's negligence. The Client shall notify the Firm in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the Client under applicable state or federal law.
4. The Firm agrees to and shall hold harmless the Client, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Firm, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Firm doing the work herein contracted for or by or in consequence of any negligence in the performance of this Agreement, or by or on account of any omission in the performance of this Agreement.

**PART III –
PAYMENT SCHEDULE**

The Client shall reimburse the Firm for professional services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone	% of Contract Fee
• Approval of Preliminary Engineering Plans and Specifications by Client.	20%
• Approval of Plans and Specifications by Regulatory Agency(ies).	30%
• Completion of bid advertisement and contract award.	20%
• Completion of construction staking.	10%
• Completion of Final Closeout Assessment and submittal of “As Builts” to Client.	10%
• Completion of final inspection and acceptance by the Client.	10%
Total	100%

PART IV

TERMS AND CONDITIONS

1. Changes. The Client may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
2. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or CPF/CDS program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Amendment and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.
3. Personnel.
 - a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Client.
 - b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the Client. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
4. Assignability. The Firm shall not assign any interest on this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Client thereto (and any purported assignment in violation of the terms hereof shall be null and void).
5. Reports and Information. The Firm, at such times and in such forms as the Client may require, shall furnish the Client such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

6. Records and Audits. The Firm shall insure that the Client maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the Client shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.
7. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the Client harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
8. Conflicts of interest.
 - a. Governing Body. No member of the governing body of the Client and no other officer, employee, or agent of the Client, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of CPF/CDS award between HRSA and the Client, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
 - b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the CPF/CDS award between HRSA and the Client, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
 - a. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the CPF/CDS award between HRSA and the Client or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the CPF/CDS award between HRSA and the Client or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.
9. Debarment and Suspension (Executive Orders 12549 and 12689)

The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally assisted programs under Executive Orders 12549 and 12689. The term “principal” for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension.”
10. Equal Opportunity Clause (applicable to contracts and subcontracts over \$10,000).

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

- a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Firm's legal duty to furnish information.
- d. The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- h. The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.
11. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
12. Section 504 of the Rehabilitation Act of 1973, as amended. The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
13. Age Discrimination Act of 1975. The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
14. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to \$100,000) The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
15. Without limiting the foregoing or any other obligations of the Firm under this Agreement, the Firm acknowledges that the Client has received financial assistance commitments in connection with the project from the Federal Government in the form of a grant subject to the provisions of, without limitation, Title 2 Code of Federal Regulations (CFR) Part 200. The Firm shall, without limitation, comply with and perform all requirements of: (i) the Notice of Award FAIN # CE154319, a copy of which is attached hereto and made a part hereof as Exhibit [3], (ii) 2 CFR 200-Uniform Administrative Requirements, Cost Principles, and (Audit Requirements for Federal Awards (see Exhibit [4] attached hereto and made a part hereof), and (iii) the terms and conditions set forth in Exhibit [5] attached hereto and made a part hereof.

[Subject to supplementation with respect to governmental/funding requirements.]

PART V
PROJECT TIME SCHEDULE
ENGINEERING/ARCHITECTURAL/SURVEYOR
PROFESSIONAL SERVICES

INSERT YOUR OWN TIME SCHEDULE

Exhibit 1
MONTHLY STATUS REPORT

Grant Recipient: _____ Date Submitted: _____

Grant No.: _____ Reporting Period: _____

Project Status:

Date of Last Inspection: _____

Name of Inspector: _____

Inspection Description:

Projected Date of Construction Completion: _____

Amount of Last Pay Request: _____

Date of Last Pay Request: _____

Status of Last Pay Request: _____

List of Subcontractors Onsite

Name	Date Cleared by Grant Administrator
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_____	_____
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_____	_____
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_____	_____
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**This report may be e-mailed or faxed to the Grant Recipient*

Exhibit 2
INSURANCE REQUIREMENTS

[Insert]

Exhibit 3
NOTICE OF AWARD

[Insert]

Exhibit 4
**2 CFR 200-UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES,
AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS**

Posted to project extranet site at: [Insert link]

Exhibit 5
GENERAL TERMS AND CONDITIONS FOR CONTRACTS UNDER
FEDERALLY FUNDED OR ASSISTED PROJECTS

Posted to project extranet site at: [Insert link]