

**Instructions for Preparing a  
Consultant and Professional Services Contract**

1. **Save the document:** Save this document to your normal location for saving documents, giving it a name related to the subject matter of the contract. Open the document in Word.
2. **Edit the document:** Add the information requested by the yellow instructional notes found in the Contract, Attachment A (Scope of Work) and Attachment B (Terms and Conditions).
3. **Send to Purchasing:** E-mail this completed document to the Contract Administrator assigned to work with you on the contract

Contract No. \_\_\_\_\_

**CONSULTANT and PROFESSIONAL SERVICES**

for

**ENTER NAME OF PROJECT / SERVICES TO BE PROVIDED**

THIS CONTRACT is made and entered into between the Housing Authority of the City of Seattle, a public body corporate and politic, *[If there are any Limited Partnerships or other entities SHA is representing in this Contract, add the following language here: "as the General Partner of \_\_\_\_\_ (state name of limited partnership(s)) \_\_\_\_\_ or as Managing Agent for \_\_\_\_\_ (state name of other entities) \_\_\_\_\_,]* hereinafter referred to as "SHA" and/or "Owner" and **Name and Address of Firm, "Doing Business As," if appropriate**, hereinafter referred to as the "Consultant." **Or for CSD Contracts "Service Provider."** *[If you use Service Provider instead of Consultant, you will need to do a search (Find/Replace) to change Consultant to Service Provider throughout the Contract. Be careful not to change sub-consultant when it comes up in your search.]*

WHEREAS, "Owner" means the Housing Authority of the City of Seattle *[If there are any Limited Partnerships or other entities SHA is representing in this Contract, add and name of limited partnership(s).]*

*[If this Contract is the result of a formal selection process where proposals or submittals were requested from more than one firm, use the following Whereas clause. If not, delete this Whereas clause.]*

WHEREAS, SHA solicited proposals from consultants qualified to provide assistance to SHA consistent with Attachment A - Scope of Work, attached and made a part of this Contract; and

*[If this Contract is the result of contacting one firm only (under \$3,000 total for the life of the Contract for federally funded projects and under \$25,000 total for the life of the Contract for non-federally funded projects) use the following Whereas clause. If not, delete this Whereas clause.]*

WHEREAS, as authorized in SHA Procurement Policies relating to the Informal Solicitation Process for projects costing \$3,000 or less for federally funded projects and \$25,000 or less for non-federally funded projects, only one firm was contacted and the Contract terms have been agreed to for the Consultant to provide assistance to SHA consistent with Attachment A - Scope of Work, which is attached and made a part of this Contract; and

*[If this Contract is the result of a non-competitive procurement solicitation/selection process, use the following Whereas clause and route the Contract with a Non-Competitive Procurement form SHA-1152. Otherwise, delete this Whereas clause.]*

WHEREAS, a Non-Competitive Procurement (form SHA-1152) has been authorized and approved for the selection of this Consultant to provide assistance to SHA consistent with Attachment A - Scope of Work, attached and made a part of this Contract; and

WHEREAS, the Consultant is qualified, duly authorized and willing to provide the requested services.

NOW THEREFORE, in consideration of the terms, conditions, covenants and representations contained herein, or incorporated and made a part hereof, the parties hereto agree as follows:

**SECTION 1 - SCOPE OF WORK:** The Consultant shall perform such services as required by SHA to complete the work as defined in Attachment A - Scope of Work, and shall provide all labor, materials, equipment, and services necessary to perform and complete in an acceptable manner the tasks contemplated or otherwise required herein. The Scope of Work shall serve as the progress schedule and be used to measure work performed. Consultant shall perform its duties under this Contract with the care, skill, prudence and diligence that a reasonable, careful, skillful, prudent and diligent person would exercise in similar circumstances.

**SECTION 2 - TIME FOR BEGINNING AND COMPLETION:** The Consultant shall not begin any work under the terms of this Contract until authorized to do so in writing by SHA. All work under this Contract shall be completed between the date authorized to begin work and the completion date specified in Attachment B – Terms and Conditions, attached and made a part of this Contract. The established completion time for the tasks and the entire contract period shall not be extended because of any delays attributable to the Consultant, but may be extended by SHA in the event of a delay attributable to SHA, or because of unavoidable delay caused by an act of God or governmental actions or other conditions beyond the control of the Consultant. Any extension agreed upon by the parties must be in writing, signed by both parties, and incorporated as a Change Order to this Contract.

**SECTION 3 – PAYMENTS:** The Consultant agrees to perform all of the work set forth in Attachment A – Scope of Work for an amount not to exceed the Contract Amount specified in Attachment B – Terms and Conditions hereto. Such compensation shall constitute full and complete payment for work performed and/or services rendered and for all supervision, labor, supplies, materials, equipment or use thereof, and for all other expenses and incidentals necessary to complete all of the work. It is understood that this is a fixed amount and will not be increased because of any difference between the estimated and actual costs of performing the work required by this Contract.

*[If this is a CSD Contract, add the following paragraph. If not a CSD Contract, delete the following paragraph.]*

At SHA's option, budget line items may be changed by up to 15% without execution of a written Change Order, provided that the total budget amount for the affected year remains unchanged. Any such line-item changes shall be approved in writing (including electronic signature) by the Project Manager specified in Attachment B hereto.

The basis of payments (hourly rate, lump sum, etc.) is specified in Attachment B. Payments shall be made up to the Contract Amount upon receipt of invoices and progress reports prepared by the Consultant and submitted to SHA not more often than monthly for the duration of the Contract. Payment of any amounts due under the Contract shall not relieve the Consultant of the obligation to perform all the work set forth in Attachment A – Scope of Work in a satisfactory manner.

*[For CSD Contracts, use the following paragraph. If not a CSD Contract, delete the following paragraph and use the next paragraph instead.]*

Invoices must include the following information: invoice date and number; SHA's Contract number; the Contract title; the period of time for which services are being invoiced; a detailed description of the work performed for which payment is requested. Documentation must be attached for personnel costs and backup documentation for any individual reimbursable expense item being invoiced that totals \$1,000 or more. All payments shall be processed by SHA within thirty (30) days after accurate billing and backup documentation are received by SHA. All invoices and reports shall be e-mailed to the attention of SHA's Project Manager specified in Attachment B hereto.

*[For non-CSD Contracts, use the following paragraph and delete the paragraph above.]*

Invoices must include the following information: invoice date and number; SHA's Contract number; the Contract title; the period of time for which services are being invoiced; a detailed description of the work performed for which payment is requested; and an itemization of reimbursable expenses. Documentation must be attached for reimbursable expenses as follows: backup documentation for any reimbursable expense items being invoiced that total \$250.00 or more, and sub-consultant invoices, regardless of the amount. All payments shall be processed by SHA within thirty (30) calendar days after accurate billing and backup documentation are received by SHA, or for grant or Federally Funded projects, within thirty (30) calendar days after SHA

actually receives the grant or federal money, whichever is later. Invoices shall be mailed to the attention of SHA's Project Manager as specified in Attachment B hereto.

*[If you include the Sub-consultant Payment Report form (Attachment C), leave the following paragraph in. If you don't use the form, delete the following paragraph.]*

Sub-consultant Payment Reporting: The Consultant agrees to submit a completed "Monthly Sub-consultant Payment Report" form (see Attachment C). This form shall show all payments to Sub-consultants for the month you indicate on the form.

**SECTION 4 – PROHIBITION OF ASSIGNMENT:** The Consultant shall not assign, subcontract or transfer any services, obligations, or interest in this Contract without prior written consent of SHA as authorized in a Change Order. Any such approved assignment or subcontract shall be subject to each provision of this Contract and any procurement procedures required by SHA, the State of Washington, or the United States. In the event of an approved subcontract, SHA shall continue to hold the Consultant responsible for proper performance of the Consultant's obligations under this Contract.

In the event that the Consultant enters into a subcontract for work or services to be provided under this Contract, the Consultant shall cause all applicable provisions of this Contract to be inserted in all its subcontracts.

**SECTION 5 – SUBSTITUTIONS:** The Consultant's key personnel identified in Attachment B to this Contract are considered to be essential to the work effort. Prior to diverting or substituting any of the specified individuals, the Consultant shall notify SHA reasonably in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on this Contract. Any proposed substitute must have qualifications equal to or better than the key personnel being replaced. No diversion or substitution of such key personnel shall be made by the Consultant without the prior written consent of SHA.

**SECTION 6 – DISPUTES:** Any disputes or misunderstandings that may arise under this Contract concerning the Consultant's performance shall first be resolved through amicable negotiations, if possible, between the Consultant's Project Manager and SHA's Project Manager indicated in Attachment B, or if necessary, shall be referred to SHA's Executive Director and the Consultant's senior executive(s). If such parties do not agree upon a decision within a reasonable period of time, the parties may pursue other legal means to resolve such disputes, including but not limited to, alternate dispute resolution processes.

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for King County.

**SECTION 7 - COMPLIANCE WITH LAWS:** In performing the work and providing the services under this Contract, the Consultant shall comply with all applicable laws of the United

States, the State of Washington; and the City of Seattle; and the applicable rules, regulations, orders and directives of their administrative agencies and officers thereof. Such provisions include, but are not necessarily limited to:

- A. Anti-lobbying Certification: No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

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

The Consultant further agrees to include the language of this certification in the award documents for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.

- B. Nondiscrimination/Equality of Opportunity: The Consultant shall comply with applicable non-discrimination and equal opportunity provisions of the laws and regulations of the United States, the State of Washington, and the City of Seattle.
- C. Compliance with Federal Section 3 Requirements: In order to meet SHA's goal of economic opportunity for lower-income persons, the Consultant agrees to abide by the terms and conditions of this Section, established pursuant to the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S.C. 1701u (hereinafter referred to as "Section 3").
1. 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. 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.
  2. The parties to this Contract shall 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.

3. The Consultant agrees to send to each labor organization or representative of workers with which the Consultant has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Consultant's commitments under this Section 3 clause, and will post copies of the notice in a conspicuous place 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.
4. The Consultant 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 Consultant will not subcontract with any subcontractor where the Consultant has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
5. The Consultant will certify that any vacant employment positions, including training positions, that are filled (1) after the Consultant 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 Consultant's obligations under 24 CFR part 135.
6. 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.
7. With respect to work performed in connection with Section 3-covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the

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

- D. Clean Air and Water: On federally-funded contracts in excess of \$150,000, consistent with the provisions of 2 CFR §200.326(g), the Consultant shall comply 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- E. Energy Efficiency: When applicable, the Consultant shall comply with all standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201) for the State in which the work under this Contract is performed.

*[If there are any HOPE VI or Choice Neighborhoods Implementation (CNI) grant funds included in this Contract, leave Sub-section F in. If no HOPE VI or CNI grant funds, this Sub-section F. must be deleted.]*

- F. Certification and Assurances Form: The Consultant shall obtain and submit to SHA a completed and signed Certifications and Assurances Form for itself and for each sub-consultant utilized on the Contract. Such form shall be submitted to SHA before work is performed by any sub-consultant.
- G. Certification and Representations of Offerors Form: The Consultant warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to performance under this contract and certifies that the information submitted to SHA on their completed and signed HUD form 5369-C Certifications and Representations of Offerors – Non-Construction Contract, as submitted with its Proposal, is still accurate.
- H. Certification of Eligibility: By entering into this Contract with SHA, the Consultant certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the Consultant's firm, nor any person or firm which has an interest in any of its sub-consultants' firms as applicable, is ineligible to:
- 1) Be awarded contracts by any agency of the U.S. Government, HUD, or the State in which this Contract work is to be performed; or,
  - 2) Participate in HUD programs pursuant to 24 CFR Part 24.

NOTE: For purposes of this Paragraph, the term "Person" is synonymous with the term "Principal" as defined in 2 CFR 180 and means:

- 1) An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or
- 2) A consultant or other person, whether or not employed by the participant or paid with Federal funds, who-
  - a) Is in a position to handle Federal funds;
  - b) Is in a position to influence or control the use of those funds; or,
  - c) Occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

For compliance with the Certification of Eligibility provision, the Consultant/Service Provider agrees to conduct Suspension and Debarment checks on each sub-consultant and on those persons/principals described above.

The websites to verify eligibility are:

<https://www.sam.gov/portal/public/SAM/> and  
[http://portal.hud.gov/hudportal/HUD?src=/topics/limited\\_denials\\_of\\_participation](http://portal.hud.gov/hudportal/HUD?src=/topics/limited_denials_of_participation).

Upon request, SHA will provide the Consultant/Service Provider with forms necessary to conduct these reviews.

This certification of eligibility is a material representation of fact upon which reliance was placed when SHA awarded the Contract. In the event a Change Order is issued renewing the Contract, by submitting a proposal for the change order, the Consultant certifies as to continued eligibility consistent with this section. SHA reserves the right to request evidence demonstrating compliance with this section, such as, evidence of sub-consultant eligibility. If it is later determined that the Consultant knowingly provided an erroneous certification, the Contract may be terminated, and the Consultant may be debarred or suspended from participation in HUD programs and other Federal contract programs. SHA advises the Consultant/Service Provider to become familiar with the federal regulations, 2 CFR 180, and to conduct such eligibility checks prior to the initial contract award, prior to a contract renewal or, if there is no formal contract renewal, at least annually for contracts lasting more than one year in duration. The Consultant/Service Provider will submit a signed certification of compliance with this section for itself and for any sub-consultants as sub-consultant agreements are issued and will submit an annual certification of compliance for Contracts extending beyond one year in duration.

An erroneous certification from a sub-consultant or any person having an interest in a sub-consultant may result in SHA requiring the removal of the Sub-consultant from the project. SHA shall not be liable for any costs associated with the removal or replacement of the firm/person from the project as a result of having knowingly provided an erroneous certification.

**SECTION 8 - EXTRA WORK:** SHA may desire to have the Consultant render services in connection to this project in addition to the items specified in Attachment A - Scope of Work. Such services shall be considered to be extra work and will be specified in a Change Order to this Contract, which shall set forth the nature and scope of the additional work as well as the level, maximum amount and methods of compensation to the Consultant for the additional work to be performed. Such additional services shall not be initiated until a Change Order authorizing such work is executed.

In the event that SHA may desire to have the Consultant render additional services, the Consultant shall provide supporting cost information in sufficient detail to permit SHA to perform the required cost or price analysis required pursuant to 2 CFR §200.323 prior to the issuance of a Change Order for such services.

**SECTION 9 – INSURANCE:**

Within seven (7) days from the date of the Notice of Award, and prior to commencement of the Work, Consultant shall obtain all the insurance required by the Contract Documents and provide evidence satisfactory to Owner that such insurance has been procured. Review of the Consultant's insurance by Owner shall not relieve or decrease the liability of Consultant.

Failure of the Consultant to fully comply with the insurance requirements of this Contract will be considered a material breach of contract and, at the option of Owner, will be cause for such action as may be available to Owner under other provisions of this Contract or otherwise in law, including immediate termination of the Contract.

A. General Insurance Requirements:

1. Prior to undertaking any work under this Contract, the Consultant shall procure and maintain continuously for the duration of this Contract, at no expense to Owner, insurance coverage as specified below, in connection with the performance of the work of this Contract by the Consultant, its agents, representatives, employees and/or subcontractors (the term subcontractors as used in this Contract shall include sub-consultants). Review of the Consultant 's insurance by Owner shall not relieve or decrease the liability of Consultant.
2. The Consultant's insurance shall be primary as respects Owner, and any other insurance maintained by Owner shall be excess and not contributing insurance with the Consultant's insurance.
3. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, the Consultant's Commercial General Liability and Commercial Automobile Liability insurance coverage

shall apply as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought.

4. Insurance policies, deductibles, self-insured retentions, and insurance carriers will be subject to review and approval by Owner. Except for Professional Liability Insurance coverage, if applicable, each insurer must either be 1) authorized to do business in the State of Washington and maintain A.M. Best's ratings of "A VII" or higher, or 2) procured as surplus lines under the provisions of RCW Chapter 48.15 ("Unauthorized Insurers"), except as may be otherwise approved by the Owner. Insurers or reinsurers of Professional Liability (Errors and Omissions) Insurance must have a rating of "B+VII or higher.

B. Insurance Coverage and Terms: The following are the types and amounts of insurance coverage that must be maintained by the Consultant during the term of this Contract. The Consultant must provide acceptable evidence of such coverage prior to beginning work under this Contract. Consultant shall maintain the following insurance coverage for the duration of the contract and for one (1) year after final completion.

1. Commercial General Liability Insurance. Commercial General Liability (CGL) insurance including bodily injury, property damage, and products/completed operations, written on an occurrence form, with the following minimum coverage:

\$1,000,000 each occurrence, and  
\$2,000,000 aggregate

Coverage shall extend to cover the use of all equipment on the site or sites of the work of this Contract. In the event that the services to be provided under this Contract involve the Consultant's contact with minor children, and/or elderly, disabled or vulnerable adults as defined in RCW 74.34.020, the Consultant shall provide evidence that sexual misconduct coverage has not been excluded from the policy and is covered under the policy. Acceptable evidence of sexual misconduct coverage must include an endorsement and policy excerpt(s) and is subject to approval by Owner's Risk Manager.

2. Employers Liability or Washington Stop Gap Liability. A policy of Employers Liability or a Washington Stop Gap Liability insurance endorsement with the following minimum coverage:

\$1,000,000 each accident/disease

3. Commercial Automobile Liability Insurance. A policy of Commercial Automobile Liability Insurance, including coverage for owned, non-owned,

leased or hired vehicles written on an insurance industry standard form (CA 00 01) or equivalent, with the following minimum coverage:

\$1,000,000 combined single limit (CSL) coverage

4. Workers Compensation. A policy of Workers Compensation. As respects Workers Compensation insurance in the State of Washington, the Consultant shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington (RCW). If the Consultant is qualified as a self-insurer in accordance with Chapter 51.14 RCW, the Consultant shall so certify by a letter signed by a corporate officer, indicating that it is a qualified self-insured, and setting forth the limits of any policy of excess insurance covering its employees, or any similar coverage required.

*[If Pollution Liability is applicable to the contract, leave the following paragraph in. If not, delete the following paragraph.]*

5. Contractor's Pollution Liability (CPL)– When project scope of work includes any of the items below, the Consultant will provide a Contractor's Pollution Liability policy against claims for bodily injury, property damage and cleanup costs/environmental damages arising from pollution conditions caused in the performance of covered operations when:
  - a. The Work involves remediation, abatement, repair, maintenance or other work with asbestos containing materials, lead-containing products (paint, coatings, components), mercury, underground storage tanks, and/or other hazardous materials. A CPL policy specifically covering these exposures shall be required from the Consultant and the subconsultant performing such work.
  - b. The Work involves the transporting hazardous materials or waste, a separate policy or endorsement to the CPL policy specifically providing coverage for liability and cleanup, arising from an upset or collision during transportation of hazardous materials is required from the Consultant or subconsultant performing such work.

\$1,000,000 each Claim

6. Professional Liability Insurance: A policy of Errors and Omissions Liability Insurance appropriate to the Consultant's profession. Coverage should be for a professional error, act, or omission arising out of the scope of work shown in the Contract, with the following minimum coverage:

\$1,000,000 each Claim

If the Professional Liability Insurance policy is written on a claims-made form, the Consultant warrants continuation of coverage, either through policy renewals or the purchase of an extended reporting period ("tail") for a minimum of three (3) years from the date of completion of the work authorized by the Contract. In the event that the Consultant is authorized to engage subconsultants, each subconsultant shall provide evidence of separate professional liability coverage equal to the levels specified above, unless such requirement is waived in writing by Owner.

7. Cyber Liability: When applicable, the Consultant shall provide Cyber Liability coverage including both first and third party coverage, covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.

\$1,000,000 each Occurrence

Cyber liability coverage can be either stand alone or included within the Professional liability policy

8. Commercial Crime Insurance/Employee Theft Insurance. When applicable, a policy of Commercial Crime Insurance/Employee Theft Insurance including third party coverage in favor of OWNER with the following minimum coverage:

\$1,000,000 per claim / aggregate

- C. Owner As Additional Insured: All liability policies except Professional Liability and Workers Compensation shall be endorsed to include Owner as additional insured on a primary and non contributory basis for Work performed in accordance with the Contract documents, and all insurance certificates shall evidence the Owner as additional insured.
- D. Waiver of Subrogation: Consultant's policy shall provide waiver of subrogation by endorsement or otherwise.
- E. Deductibles or Self-Insured Retention: Any deductibles or self-insured retentions \$25,000 or higher must be declared to, and approved by the Owner. The deductible and/or self-insured retention of the policies shall not limit or apply to the Consultant's liability to the Owner. Payment of deductibles shall be the responsibility of the Consultant for all risk claims to the extent damage is not caused by the negligent acts of the Consultant or any sub contractor.

F. No Limitation of Liability - The limits of liability specified herein are minimum limits only. Such minimum limits of liability requirements shall not be construed to limit the liability of the Consultant or of any of their respective insurers. The Consultant shall include the Owner as an additional insured for primary and non-contributory limits of liability for the full valid and collectible limits of liability maintained by the Consultant whether such limits are primary, excess, contingent or otherwise. This provision shall apply regardless of whether limits maintained by the Consultant are greater than the minimum limits required by this Contract, and regardless of whether the certification of insurance by the Consultant specifies lower minimum limits than those specified for or maintained by the Consultant.

G. Proof of Insurance and Insurance Expiration:

1. The Consultant shall furnish certificates of insurance and policy endorsements as evidence of compliance with the insurance requirements of the Contract. Such certificates and endorsements must be signed by a person authorized by that insurance company to bind coverage on its behalf.
2. The Owner must be included as an Additional Insured on a primary and non-contributory basis on all Commercial General Liability and Automobile Liability policies of the Consultant. As respects the CGL insurance such additional insured status shall be evidenced by an ISO endorsement form CG2010 or equivalent.
3. As respects CGL insurance such Additional Insured status shall contain a "separation of insureds" provision.
4. The Consultant shall include all subconsultants at any tier as insureds under its policies (except for Professional Liability insurance) and ensure that the Consultant's coverage of subconsultants under the Consultant's policies is not excluded by any policy provision or endorsement. Alternatively, the Consultant shall:
  - a.) Obtain from each subconsultant not insured under the Consultant's policy or policies of insurance, evidence of insurance meeting all the requirements of this Contract, and
  - b.) Maintain such evidence on file for a period of one (1) year after the completion of this Contract and, upon request, submit such evidence to SHA for examination.
5. The Consultant's insurance shall not be reduced or canceled without forty-five (45) days prior written notice to Owner, except for cancellation for nonpayment of premium, which notice shall not be less than ten (10) days prior to such date, unless a longer period of written notice is required under the provisions of Revised Code of Washington (RCW 48.18.290). The

Consultant shall not permit any required insurance coverage to expire during the term of this Contract.

6. Owner reserves the right to require complete, certified copies of all required insurance policies at any time during the term of this Contract, or to waive any of the insurance requirements of this Contract at its sole discretion.

*[Insert the following section if there is any chance or requirement that the selected firm would have any direct or incidental contact with SHA residents, or any minor, or will have entry into SHA buildings.]*

- H. **Criminal Background Investigation:** The Consultant shall conduct a criminal investigation of all employees, volunteers, subcontractors and sub-consultants performing any work who may reasonably be expected to have direct or incidental contact with SHA residents, SHA staff members, or vulnerable population. In addition, a criminal investigation shall be performed for any person performing work under this Contract who is given use of an SHA building-access card or who collects payments of any kind. The criminal background investigation shall, at a minimum, include Washington State Patrol background report. In the event a background check provides evidence of a felony conviction that information shall be provided to the SHA Project Manager. If any person performing work under this Contract is charged with a felony that affects the person's ability to perform, the Consultant agrees to replace such person with an individual acceptable to SHA if requested by SHA.

**SECTION 10 – INDEMNIFICATION:** The Consultant agrees to indemnify and hold Owner, its commissioners, officers, agents, employees harmless from any and all suits, claims, costs, including claims for wages and employment benefits, taxes or liabilities of any sort, including costs and expense for, or on account of injuries or damages arising from acts or omissions of the Consultant committed in connection with the services to be provided pursuant to this Contract. If an action is brought against Owner, which action arises from services provided pursuant to this Contract, the Consultant shall, upon notice, defend same at its sole cost. The Consultant agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents.

In any action against Owner and any other entity indemnified in accordance with this section, by any employee of Consultant, its Subcontractors (the term Subcontractors as used in this Contract shall include sub-consultants), Sub-subcontractors, agents, or anyone directly or indirectly employed by any of them, the indemnification obligation of this section shall not be limited by a limit on the amount or type of damages, compensation, or benefits payable by or for the Consultant or any Subcontractor under RCW Title 51, the Industrial Insurance Act, or any other employee benefit acts. In addition, as to any such action, Consultant waives immunity under RCW Title 51 and

agrees that Consultant's obligations under this section will not be limited or affected by any right it has to immunity under RCW Title 51.

The indemnities set forth in this section shall not be limited by the insurance requirements set forth in the Consultant's Liability and Coverage Limits section, Section 9 - Insurance

**SECTION 11 - NOTICE REQUIREMENTS:** Any and all notices required under this Contract (each, a "Notice") shall be in writing to the addresses specified in Attachment B to this Contract or to such subsequent respective addresses as either party may hereafter designate in writing and shall be deemed delivered as follows:

- A. Three (3) Business Days after being posted by certified or registered mail to the other party's contact person;
- B. One (1) Business Day after being sent by recognized national overnight courier service to the other party's contact person;
- C. On the same Day when delivered in person to the other party's contact person;
- D. On the same Day when sent by email to the contact person at the designated email address of the party with confirmed receipt, provided the email is sent on a Business Day and prior to 3:00 pm on that Business Day, and otherwise, the Notice shall be deemed delivered one (1) Business Day after being sent by e-mail with confirmed receipt; or
- E. On the same Day when sent by facsimile to the contact person at the designated facsimile number of the party with confirmed receipt, provided the facsimile is sent on a Business Day and prior to 3:00 pm on that Business Day, and otherwise, the Notice shall be deemed delivered one (1) Business Day after being sent by facsimile with confirmed receipt.

**SECTION 12 - PROJECT MANAGEMENT:** This project shall be managed for SHA by the person specified in Attachment B to this Contract, who shall either directly or indirectly through such others as are designated in writing by the Project Manager provide direction to the Consultant in performing the work of this Contract.

**SECTION 13 - STATUS OF CONSULTANT AND EMPLOYEES:**

- A. Non-Representation: Neither the Consultant, the Subcontractor, employees, agents, or volunteers of the Consultant or Subcontractor, shall be deemed or represent themselves as employees of SHA or the grantor funding this project on account of the services performed in connection with this Contract.
- B. Involvement of Former SHA Employees: The Consultant agrees to inform SHA of any former SHA employee who terminated SHA employment in the last twelve (12) months prior to execution of any project specific contract, and who will be working on or subcontracting for any of the work. The Consultant further agrees that no work will be done by a former SHA employee who terminated SHA

employment in the last twelve (12) months prior to execution of any project specific contract, and who, in the course of official SHA duties, was involved in, participated in or acted on any matter related to this Contract.

- C. No Conflict of Interest: The Consultant confirms that the Consultant does not have a business interest or a close family relationship with any SHA employee who was, is, or will be involved in the consultant selection, negotiation, drafting, signing, administration, or evaluating the Consultant's performance. As used in this section, the term "Consultant" shall include any employee of the Consultant who was, is, or will be involved in the negotiation, drafting, signing, administration, or performance of the Contract. As used in this section, the term "close family relationship" refers to the following: spouse or domestic partner; any dependent parent, parent-in-law, child, son-in-law, or daughter-in-law; or any parent, parent-in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of an SHA employee described above.

The Consultant hereby acknowledges the requirements of RCW 42.23.030, which prohibits anyone in the Consultant's organization who has an official relationship with SHA, to receive compensation in excess of \$1,500 per month from this Contract.

#### **SECTION 14 - TERMINATION FOR CONVENIENCE AND DEFAULT:**

- A. SHA may terminate this Contract in whole, or from time to time in part, for SHA's convenience or the failure of the Consultant to fulfill the contract obligations (default). SHA shall terminate by delivering to the Consultant a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Consultant shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to SHA all information, reports, papers, and other materials accumulated or generated in performing this Contract, whether completed or in process.
- B. If the termination is for the convenience of SHA, SHA shall be liable only for payment for services rendered before the effective date of the termination.
- C. If the termination is due to the failure of the Consultant to fulfill its obligations under the Contract (default), SHA may (1) require the Consultant to deliver to it, in the manner and to the extent directed by SHA, any work as described in subparagraph A(2) above, and compensation be determined in accordance with the Extra Work section of this Contract; (2) take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable for any additional cost incurred by SHA; and (3) withhold any payments to the Consultant, for the purpose of set-off or partial payments, as the case may be, of amounts owed SHA by the Consultant.

- D. If, after termination for failure to fulfill contract obligations (default), it is determined that the Consultant had not failed, the termination shall be deemed to have been effected for the convenience of SHA, and the Consultant shall be entitled to payment as described in paragraph B above.
- E. Any disputes with regard to this section are expressly made subject to the terms of the Disputes section of this Contract.

**SECTION 15 – OWNERSHIP:** All records, reports, documents and other materials produced in connection with or provided to SHA under the terms of this Contract shall become the exclusive property of SHA, and shall not be reproduced by or used by the Consultant without the express written consent of SHA.

*[If this is a CSD Contract, add the following two paragraphs here. If not a CSD Contract, delete the following two paragraphs.]*

Any personal property acquired with funds received from SHA that cost One Thousand Dollars (\$1,000) or more per item, and which has a useful life of one year or more, shall become the property of SHA and shall be considered to be only on loan to the Consultant. The Consultant shall use such property only for purposes authorized in this Contract, exercise reasonable care for its maintenance, and be responsible for any damage or loss. The Consultant shall clearly label and identify any property belonging to SHA, and furnish to SHA all titles, license agreements or such other documents as may pertain to the acquisition of said property.

Upon expiration or earlier termination of this Contract, all property and all finished or unfinished documents and materials prepared by the Consultant with Contract funds shall become the property of SHA and forwarded to SHA at its request.

**SECTION 16 – ROYALTIES AND PATENTS:** The Consultant shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save SHA harmless from loss on account thereof; except that SHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Consultant has no reason to believe that the specified design, process, or product is an infringement. If, however, the Consultant has reason to believe that any design, process or product specified is an infringement of a patent, the Consultant shall promptly notify the Project Manager. Failure to give such notice shall make the Consultant responsible for resultant loss.

**SECTION 17 – AUDITS AND RECORDS RETENTION:**

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

- B. The Consultant agrees to include in first-tier subcontracts under this contract a clause substantially the same as in paragraph "A" above.
- C. The periods of access and examination in paragraphs A and B above for records relating to litigation or settlement of claims arising from the performance of this Contract, or costs and expenses of this Contract to which SHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such litigation, claims, or exceptions.

**SECTION 18 - RENEWALS AND EXTENSIONS:** The parties may mutually agree to extend the Contract. Upon the completion of the extended date of this Contract, this Contract will expire unless the parties execute a Change Order extending the term of the Contract.

*[If this Contract was the result of a formal solicitation/selection process (proposals or submittals requested from more than one firm), use the following Section 19 language. If no formal solicitation/selection process was used, delete this Section 19 and use the next version of Section 19.]*

**SECTION 19 - COMPLETE CONTRACT:** This Contract (including Attachments to the Contract), together with SHA's solicitation materials, and the Consultant's response to the solicitation, contain all covenants, stipulations and provisions agreed upon by the parties. In the event of inconsistencies in language between these documents, the order of precedence shall first be the Contract (including Attachments to the Contract), then SHA's solicitation materials, and finally the Consultant's response to the solicitation. No agent or representative of either party has authority to make, and the parties shall not be bound by or be liable for any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a Change Order to this Contract.

*[If this Contract was **not** the result of a formal solicitation/selection process (proposal or submittal only requested from one firm), use the following Section 19 language.]*

**SECTION 19 - COMPLETE CONTRACT:** This Contract (including Attachments to the Contract) contains all covenants, stipulations and provisions agreed upon by the parties. No agent or representative of either party has authority to make, and the parties shall not be bound by or be liable for any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a Change Order to this Contract.

**SECTION 20 - EXECUTION AND ACCEPTANCE:** This Contract may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The Consultant does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract by having their representatives affix their signatures below.

## **SECTION 21 - PERFORMANCE EVALUATION**

The Consultant acknowledges that SHA will evaluate its performance under and pursuant to this Contract. The purpose of such evaluations includes, but is not limited to, determining whether the Consultant and its sub-consultant(s) responsibly performed their contractual obligations, properly expended funds provided pursuant to this contract, and whether the best interests of SHA were served.

SHA will provide a copy of any such performance evaluations to the Consultant, as soon as practicable after completion of such evaluation, but no later than thirty days after completion of the contract or the evaluation, whichever is later.

The Consultant may respond to the performance evaluation within thirty (30) days of receipt of the completed evaluation by submitting a written request for review by the SHA Project Manager. Any such request shall include the reasons for the request and any documents necessary to substantiate their belief that the performance evaluation was flawed or otherwise in error. SHA will respond to the Consultant within thirty (30) days of receipt of the Consultant's request for review; provided that, if in the Project Manager's judgment, additional time for a response is required the Project Manager shall advise the Consultant in writing that the response will be provided at a later date, which date shall be specified in the written notice to the Consultant.

If the Consultant it is not satisfied with SHA's final the response, the Consultant may submit a protest within ten (10) days of receipt of SHA's final response. The protest shall be mailed to the attention of SHA Contracting Manager, P.O. Box 19028, Seattle, WA 98109. The Contracting Manager will review the protest and provide a response to the Consultant within thirty (30) days of receipt of the protest. If additional time is warranted for the review, the Consultant shall be notified in writing.

The Consultant Evaluation document will be available to SHA staff as evaluation reference material for other SHA solicitations for up to five years after the document has been finalized.

**Business Name of Consultant**  
Street Address of Business  
City, State, and Zip of Business

**Housing Authority of the City of Seattle**  
*[If there are any Limited Partnerships or other entities SHA is representing in this Contract, add the applicable portions of the following language here: "as the General Partner of (state name or limited partnership(s)) \_\_\_\_\_ or as Managing Agent for \_\_\_\_\_ (state name of other entities) \_\_\_\_\_,"]*

190 – Queen Anne Avenue North  
P.O. Box 19028  
Seattle, WA 98109-1028

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Name and Title of Signatory

Andrew J. Lofton, Executive Director  
*[If applicable, add "General Partner and  
Managing Agent"]*

Attachments:

- A Scope of Work
- B Terms and Conditions
- C Monthly Sub-consultant Payment Report Form ([Download Excel sheet from OurHouse](#))

**Attachment A**  
(Contract No.           )  
**SCOPE OF WORK**

