

Contract No. [REDACTED]

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, 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.”

WHEREAS, “Owner” means the Housing Authority of the City of Seattle

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

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.

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.

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 and applicable attachments shall be emailed to the attention of SHA's Project Manager as specified in Attachment B hereto.

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, RULES, REGULATIONS AND POLICIES: 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. **Washington Public Records Act:** Consultant acknowledges and agrees that Seattle Housing Authority is a public agency under Washington State law (Chapter 35.82 RCW) and is subject to the requirements of the Washington Public Records Act (PRA), Chapter 42.56 RCW. Consultant also acknowledges and agrees that documents prepared, owned, used or retained in connection with this Agreement or work performed on behalf of the Seattle Housing Authority pursuant to this Agreement may be subject to public disclosure if requested. Consultant agrees to fully cooperate with the Seattle Housing Authority in making required disclosures in a lawful and timely manner. Consultant further acknowledges and agrees that if Consultant fails to fully cooperate and produce records requested, or if Consultant asserts an objection, privilege, or exemption that delays the timely disclosure of requested records, Consultant will fully indemnify and defend Seattle Housing Authority for any penalties, fees, or costs related to such failure or delay, including but not limited to reasonable attorney fees claimed by a requester.

- B. **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.

- C. 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.
- D. Compliance with Federal Section 3 Requirements: Section 3 of the Housing and Urban Development Act of 1968 (hereinafter "Section 3") requires SHA to the greatest extent feasible to provide employment opportunities to Section 3 residents. Section 3 residents include residents of SHA communities and other low-income residents of Seattle.
1. The work to be performed under this Contract is subject to the requirements of Section 3 Laws. The purpose of the Section 3 Laws is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by the Section 3 Laws, 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 agree to comply with the Section 3 Laws. Without limiting the generality of the foregoing, Consultant shall comply, and shall require its subcontractors and subconsultants to comply, with the requirements of 24 CFR 75.9. 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 Section 3 Laws.
 3. The Consultant agrees to include this Section 3 clause in every subcontract, and to otherwise take all necessary steps to ensure compliance with the Section 3 Laws by its subcontractors and subconsultants. The Consultant agrees to take appropriate action, as provided in an applicable provision of the subcontract in this Section 3 clause, upon a finding that the subcontractor or subconsultant is in violation of the Section 3 Laws. The Consultant will not subcontract with any subcontractor or subconsultant where the Consultant has

notice or knowledge that the subcontractor or subconsultant has been found in violation of the Section 3 Laws.

4. The Consultant will provide certifications in form and substance required by Owner at such times as Owner may request, certifying (i) its compliance with the Section 3 Laws, and (ii) as to such facts and circumstances pertaining to the Section 3 Laws as Owner may require or request.
 5. The Consultant shall provide a quarterly certification with respect to total number of labor hours worked under this Agreement, labor hours worked by Section 3 Workers (as defined in the Section 3 Laws), and labor hours worked by Targeted Section 3 Workers (as defined in the Section 3 Laws). For such quarterly certification, the Consultant shall use the "Section 3 Quarterly/Annual Reporting Form for SHA Projects" (see Attachment C to this Contract.)
 6. Noncompliance with the Section 3 Laws may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 7. Each party agrees to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions and intent of this Section or otherwise to ensure performance in compliance with the Section 3 Laws.
- E. 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).
- F. 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.
- 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/SAM> and
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.

- I. **SHA Rules, Regulations and Policies:** The Consultant shall comply with the rules, regulations, and policies that SHA may from time to time enact and/or modify with respect to work to be performed on or at its properties. Any such rules, regulations and policies shall be binding upon the Consultant upon delivery of a copy of them to the Consultant. SHA shall not be responsible to the Consultant for nonperformance of any such rules, regulations or policies by any other vendors, contractors, consultants or other third parties.

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:

A. **General Requirements:**

1. Prior to undertaking any work under this contract and for the duration of this contract, Consultant will procure and continuously maintain at its own expense, insurance coverage as specified below, covering performance of the work under this contract by Consultant and its agents, representatives, employees and/or subcontractors if applicable.
2. Consultant's insurance will be primary and non-contributory as respects any insurance or self-insurance maintained by SHA, and will include a severability of interests clause for applicable coverages.

3. Failure of Consultant to fully comply with the insurance requirements of this order will be considered a material breach of order and, at the option of SHA, will be cause for such action as may be available to SHA under other provisions of this order or otherwise in law, including immediate termination of the order.
 4. SHA reserves the right to waive any of the insurance requirements of this contract at its sole discretion.
 5. Coverage will be placed with financially sound and responsible companies acceptable to SHA which are authorized to do business in the State of Washington.
 6. Consultant's policies will provide waivers of subrogation by endorsement or otherwise when applicable.
- B. Required Insurance Coverage. Consultant will maintain and provide evidence of insurance in the following types and amounts:
1. Commercial General Liability Insurance. A policy of Commercial General Liability insurance including bodily injury, property damage, and products/completed operations, written on an industry standard form (GC 0001 or equivalent) occurrence form, with limits of at least \$1,000,000 each occurrence, and \$2,000,000 in the aggregate.

Coverage will extend to cover the use of any mobile equipment on the site or sites of the work of this contract. In the event that the services to be provided under this order involve Consultant's unsupervised access to by minor children, and/or elderly, disabled or vulnerable adults as defined in RCW 74.34.020, Consultant may be asked to provide evidence that sexual misconduct coverage has not been excluded from the policy. Acceptable evidence of sexual misconduct coverage is subject to approval by SHA'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 limits of at least \$1,000,000 each accident/occupational disease.
 3. Commercial Business Auto Coverage. A policy of Commercial Business Auto Coverage, including coverage for owned, non-owned, leased or hired vehicles written on an insurance industry standard form (CA 00 01) or equivalent, with limits of at least \$1,000,000 per accident.
 4. Workers Compensation. Consultant will provide coverage in accordance with the provisions of Title 51 of the Revised Code of Washington (RCW).
 5. Professional Liability/Errors and Omissions Insurance. A policy of Errors and Omissions or Professional Liability insurance appropriate to the Consultant's

licensed profession with limits of at least \$1,000,000 per occurrence and in the aggregate.

- a. If coverage is provided on a claims-made form, Consultant will maintain coverage for a minimum of three (3) years from the date of completion of the work authorized by the Contract.

The following coverages will be determined based on the scope of work.

6. Information Privacy and Security Liability Insurance. A policy of Cyber Liability, or Information Security and Privacy, insurance, including both first- and third-party coverage, and covering claims involving privacy violations, information theft, damage to or destruction of electronic information, extortion and network security with minimum limits of \$1,000,000 on each occurrence.
 - a. Coverage may be provided by either a stand-alone policy or included within the Professional Liability policy.
7. Commercial Crime Insurance/Employee Theft Insurance. A policy of Commercial Crime Insurance/Employee Theft Insurance, including third party coverage in favor of Owner with limits of at least \$1,000,000 per occurrence and in the aggregate.
8. Pollution Legal Liability Insurance. Consultant and if applicable, Consultant's Transporter, will provide pollution legal liability applicable to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims; all in connection with any loss arising from the insured facility. Coverage will be maintained in an amount of at least \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000.
 - a. Coverage will apply to sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants.
 - b. If coverage is provided on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed.

C. Proof of Insurance and Insurance Expiration:

1. Consultant will furnish certificates of insurance (and policy endorsements if needed) as evidence of compliance with the insurance requirements of the order.
2. The Seattle Housing Authority, and any limited liability partnership for which SHA serves as managing agent, will be named as an Additional Insureds on all liability policies of the Consultant other than professional liability policies.
3. SHA reserves the right to request complete copies of all required insurance policies at any time during the term of the contract.
4. If subcontractors will perform work under this contract, Consultant will
 - a. include all subcontractors at any tier as insureds, and ensure that the Consultant's coverage of subcontractors under the Consultant's policies is not excluded by any policy provision or endorsement, or, alternatively,
 - b. Obtain from each subcontractor not insured under the Consultant's policy or policies of insurance, evidence of insurance meeting all the requirements of this order and maintain such evidence on file for a period of one year after the completion of this order and, upon request, submit such evidence to SHA for examination.
5. The Consultant's insurance will not be reduced or canceled without forty-five (45) days prior written notice to SHA.

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

D. Criminal Background Investigation: The Consultant will conduct a criminal background 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 background investigation will 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 will include, but not necessarily be limited to, a Washington State Patrol background report or if the employee, volunteer, subcontractor or subconsultant resides in a state other than Washington, the background report should be obtained from the state patrol office where the employee, subcontractor or subconsultant has resided for the last 3 years. In the event a background check provides evidence of a felony conviction that information will be provided to the SHA Project Manager. If any person performing work under this Contract is charged with a felony, the Consultant agrees to remove that person from performing any further work on the project unless and until SHA agrees in writing to allow the person to continue.

SECTION 10 – INDEMNIFICATION: Consultant shall defend, indemnify, and hold Seattle Housing Authority harmless from and against all claims, demands, losses, damages or costs, including but not limited to damages arising out of bodily injury or death to persons and damage to property, caused by or resulting from:

- the sole negligence or willful misconduct of Consultant, its officers, employees, agents or sub-consultants;
- the concurrent negligence of Consultant, its officers, employees, agents or subconsultants but only to the extent of the negligence of Consultant, its officers, employees, agents or sub-consultants;
- the negligent performance or non-performance of the contract by the Consultant;
or
- the use of any design, process, or equipment that constitutes an infringement of any patent in effect, or violates any other intellectual proprietary interest, including copyright, trademark, and trade secret.

Consultant waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend and hold harmless Seattle Housing Authority and its officials, agents or employees.

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.

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 to a maximum of five-years. 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.

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.

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.

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 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 Deputy Director of Procurement and Contracts, PO Box 19028, Seattle, WA 98109. The Deputy Director of Procurement and Contracts 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.

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

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

Housing Authority of the City of Seattle
190 Queen Anne Ave N,
P.O Box 19028,
Seattle WA 98109-1028

By: _____
Signature Date

By: _____
Signature Date

Name and Title of Signatory

Name and Title of Signatory

Attachments:

- A Scope of Work
- B Terms and Conditions
- C Section 3 Quarterly/Annual Reporting Form for SHA Projects

Attachment A
(Contract No. [REDACTED])
SCOPE OF WORK

DRAFT

Attachment B
(Contract No. [REDACTED])
TERMS AND CONDITIONS

Project Completion Date (Section 2 of the Contract): [REDACTED] With options to extend to a maximum of five-years.	Contract Amount (Section 3 of Contract): [REDACTED]
Basis of Payment (hourly rate, lump sum, etc.) (Section 3 of Contract): [REDACTED]	
Subcontractors or Sub-consultants Authorized (Section 4 of Contract): [REDACTED]	
Name of Consultant's Key Personnel Essential to the Work (Section 5 of Contract): [REDACTED]	
Name and Address of SHA's Project Manager (Sections 6 and 12 of the Contract): [REDACTED]	
Consultant's Name and Address for Delivery of Notices (Section 11 of the Contract) [REDACTED]	SHA's Name and Address for Delivery of Notices (Section 11 of the Contract) Housing Authority of the City of Seattle Attn: [REDACTED] 190 Queen Anne Ave N, P.O Box 19028, Seattle WA 98109-1028

ATTACHMENT C
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)
24 CFR Part 75

Section 3 Benchmarks for Creating Economic Opportunities for Low- and Very Low-Income Persons and Eligible Businesses

Background: As a condition to receiving financial assistance from HUD, the Seattle Housing Authority (SHA) is required to report to HUD the number of hours worked by Section 3 workers and Targeted Section 3 workers on SHA's contracts. To gather that information, SHA is requiring all firms contracting with SHA to track their Section 3 hours and to submit to SHA a monthly report. SHA created a form (see the back of this page) for all contractors and consultants to use for this monthly report.

HUD requires SHA and its contractors to use their best efforts to achieve the following Section 3 benchmarks:

For Section 3 Workers - 25 percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance for SHA's fiscal year.

For Targeted Section 3 Workers - 5 percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance for SHA's fiscal year.

Definitions:

Section 3 worker. A Section 3 worker is any worker who currently fits, or when hired within the past five years fit, at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD;
2. The worker is employed by a Section 3 business concern; OR
3. The worker is a YouthBuild participant.

Targeted Section 3 worker: A Targeted Section 3 Worker is a Section 3 worker who:

1. Is employed by a Section 3 business concern; OR
2. Currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - a. A resident of public housing or Section 8-assisted housing;
 - b. A resident of other public housing projects or Section 8-assisted housing managed by SHA; OR
 - c. A YouthBuild participant

Section 3 Business Concern: A Section 3 business concern is a business that meets at least one of the following criteria, documented within the last six-month period:

1. At least 51 percent owned and controlled by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; OR
3. A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing

ATTACHMENT C – cont.
Section 3 Quarterly/Annual Reporting Form
For SHA Projects

This form must be completed and submitted quarterly to purchasing@seattlehousing.org.

SHA Contract No.		Contract Title	
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This Report is for the following dates:

Start Date:		End Date:	
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The following hours are for the dates and Contract identified above:

Total Hours Worked for all workers: <i>In calculating total hours worked for all workers, do <u>NOT</u> include hours worked with respect to any “professional services” as defined in 24 CFR 75.5</i>	
Total Hours Worked for Section 3 workers: <i>In calculating total hours worked for Section 3 Workers, <u>DO</u> include hours worked with respect to any “professional services” as defined in 24 CFR 75.5</i>	
Total Hours Worked for Targeted Section 3 workers: <i>In calculating total hours worked for Targeted Section 3 Workers, <u>DO</u> include hours worked with respect to any “professional services” as defined in 24 CFR 75.5</i>	

By submitting this form, the undersigned certifies to SHA (i) it has the full right, title, authority and capacity to execute this document on behalf of the Consultant, (ii) all of the documentation and information submitted with this reporting form is true and correct in all material respects, and (iii) that it maintains, and will provide to SHA upon request, documentation in form and substance required by 24 CFR 75.31 sufficient to ensure that applicable workers meet the definition of a Section 3 worker or Targeted Section 3 worker. The undersigned acknowledges and agrees that a breach of any of certifications (i) – (iii) above will be considered a default under the Contract.

Submitted By:

Name Title Date