**GENERAL CONTRACT FOR PROFESSIONAL SERVICES**

**Project #2020-12**

This Contract for Services is made effective as of ***DATE***, by and between the Housing Authority of the City of Everett (“EHA”) 3107 Colby Avenue, Everett, Washington 98201, and ***vendor name and address*** in reference to Project 2020-12 dated July 27, 2020

1. DESCRIPTION OF SERVICES. Beginning on ***DATE,*** ***VENDOR NAME*** will provide to EHA the following Services (collectively, the “Services”) as specified in the Request for Proposal 2020-12 dated July 27, 2020 Addendum #\_\_\_, dated\_\_\_\_\_\_\_ and the submittal received from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. All of which are made a part hereof and designed as Project 2020-12, Professional Services for Section 2020 Properties Checklist.
2. PAYMENT. Payment shall be made to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EHA agrees to pay \_\_\_\_\_\_\_ as follows, \_\_\_\_\_\_\_ will invoice EHA at the completion of each properties report completion or as the following schedule:

**Insert Schedule of Values**

Updated status reports shall be submitted weekly to\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, or other designed housing authority contact.

EHA shall pay all costs of collection, including without limitation, reasonable attorney fees. In addition to any other right or remedy provided by law, if EHA fails to pay for the Services when due, \_\_\_\_\_ has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

Contract agreement shall not exceed the contracted amount of \_\_\_\_\_\_\_\_\_\_\_\_, without a written change order approving overage amount by the Executive Director, or designee. Change Order shall have a detailed description of work that the overage will cover.

1. TERM. Specify project terms / annual renewal

This contract will terminate automatically upon completion by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_for the Services required by this Contract.

Upon termination of this Contract, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will return to EHA all records, notes, documentation and other items that were used, created, or controlled by \_\_\_\_\_during the term of this Contract.

1. INDEMNIFICATION. \_\_\_\_\_ agrees to indemnity and hold EHA harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgements that may be asserted against EHA that result from the acts or omissions of \_\_\_\_\_ and/or \_\_\_\_\_employees, agents, or representatives.
2. WARRANTY. \_\_\_\_\_ shall provide its services and meet its obligation under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Washington State, and will provide a standard of care equal to, or superior to, care used by service providers on similar projects.
3. DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract.
4. The failure to make a required payment when due.
5. The insolvency or bankruptcy of either party.
6. The subjection of any of either party’s property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
7. The failure to make available or deliver the Services in the time and manner provided for in this Contract.
8. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 15 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time shall result in the automatic termination of this Contract.
9. FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted or interfered with by causes beyond either party’s reasonable control (“Force Majeure”), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.
10. HOLD HARMLESS AGREEMENT**.** Consultant hereby releases and shall indemnify, defend, and hold harmless Authority, its subsidiaries, affiliates, officers, agents, employees, successors, assigns and authorized representatives of all of the foregoing from and against all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney fees, costs, and expenses of any kind or nature, including those arising out of injury to or death of Consultant’s employees, whether arising before or after completion of the work hereunder, and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence of Consultant, it’s sub-consultants, or of anyone acting under its direction or control, or on its behalf in connection with or incidental to the performance of this contact. Consultant’s aforesaid release, indemnity, and hold harmless obligations, or portions of applications thereof, shall apply even in the event of the fault, negligence, or strict liability of the parties released, indemnified, or held harmless to the fullest extent permitted by law. However, in no event shall they apply to liability caused by the sole negligence of the parties released, indemnified, or held harmless. Consultant expressly waives its immunity under industrial insurance, Title 51 RCW.

If any portion of this indemnity clause is invalid or unenforceable, it shall be deemed excised and the remaining portions of the clause shall be **given full** force and effect.

Consultant hereby agrees to require all its sub-consultant or anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract to execute an indemnity clause identical to the preceding clause, specifically naming Authority as indemnity

Any issues of whether contractor has a duty under this contract to defend housing authority against a particular claim or lawsuit shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award may be entered in any court having jurisdiction thereof.

1. ORIGINAL COPY. It is hereby expressly agreed by and between the parties hereto that in any matter, dispute, suit or proceedings arising or in any way growing out of this contract in which it may be necessary to introduce into evidence the original of such standards, plans and specifications, that a printed copy thereof may be used in lieu thereof with like force and effect as though the original was produced.
2. GOVERNING LAW AND VENUE. This contract shall be governed in all respects by the laws of the State of Washington. Venue for any action filed under this contract shall be limited to Snohomish County, Washington at Everett.
3. EXECUTIVE DIRECTOR. Said Contract shall be under the supervision of the Executive Director of the Authority, as general partner of the Owner, and subject to his acceptance and approval and the final acceptance and approval of the Owner.
4. ASSIGNABILITY. This contract shall not be assignable. The Consultant shall be liable for all acts and omissions of his sub-consultant.
5. ENTIRE AGREEMENT. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter to this Contract. This Contract supersedes any prior written or oral agreements between the parties.
6. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
7. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party’s right to subsequently enforce and compel strict compliance with every provision of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written. Ashley Lommers-Johnson, Executive Director for the Housing Authority of the City of Everett, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_, effective as of the date first above written.

Service Recipient:

Housing Authority of the City of Everett

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Printed Name and Title

Service Provider:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Printed Name and Title