

**FORM OF CONTRACT
NAME SERVICES AGREEMENT**

This agreement is hereby made **February 28, 2019**, between the Housing Authority of the City of Everett (EHA) (hereafter called Housing Authority) and **NAME** (hereafter called the Consultant) **Address**.

The services that will be provided are detailed in the consultant's proposal dated Date for the "**Name**", and the Housing Authority's Request for Proposal, **Project #**, dated February 7, 2019, and which is hereby referenced and hereby made a part of this agreement.

Contract documents shall consist of the following component parts:

- 1) This instrument, Form of Contract-Consultant Service Agreement,
- 2) **Request for Proposal Number, Name, dated Date**
- 3) **Vendor's submittal Proposal dated Date. (Attachment A)**
- 4) All provisions required by law to be inserted in this contract whether actually inserted or not;

This instrument together with the documents in this Article 1 form the contract for Services and they are as fully a part of this Contract as if hereto attached or herein repeated.

In the event that any provision in any of the component parts of this Contract conflicts with any provision of any other component part, the provision in the component part first enumerated in this Article 1 shall govern, except as otherwise specifically stated.

ARTICLE 1: SERVICES TO BE PROVIDED

The services that will be provided will consist of the following:

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but more specifically described in the Request for Proposal and the Vendor's submittal proposal.

ARTICLE 2: SCHEDULE

ARTICLE 3: CONTRACT TERM

Contract Start Date:

Contract End Date:

Renewal Options

ARTICLE 4: FEE AND PAYMENT SCHEDULE

For services rendered per this Agreement, EHA shall pay the Consultant to implement the above scope of work in accordance with the proposal provided by the Consultant and accepted by the housing authority.

EHA will provide a contract change order that will add funding to this agreement that reflects the estimated number of hours and any travel costs that EHA and the NAME have agreed upon for the completion of the application at the pay rate cited in the original submittal from the grant writer and as stated above.

This amount will be a “not-to-exceed amount” for the development of the application.

The Consultant shall submit invoices to EHA on a **monthly** basis. Invoices are processed each Thursday and payment in form of a check will be mailed the following day.

The Consultant shall provide a brief narrative and quantitative progress update about the services rendered for each invoice submitted. Each Grant Writing Request must be invoiced separately for proper accounting purposes.

All invoices shall be emailed to AccountsPayable@evha.org for proper approval and processing.

ARTICLE 5: TAXES AND ASSESSMENTS.

Vendor agrees to pay all taxes and assessments due the State of Washington or any subdivision thereof, and to furnish to the Authority a certificate from the Tax Commissioner of the State of Washington, that all taxes, increases and penalties due from the Contractor and all taxes due and to become due with respect to such contract have been paid in full, if applicable.

ARTICLE 6: DOCUMENTS

All forms, reports and documents generated by the Consultant shall become the property of the Authority at the time of payment by the Authority.

ARTICLE 7: ASSIGNMENT OF CONTRACT

The consultant’s obligation and duties under this Agreement shall not be assigned in whole or in part by the Consultant without the written approval of the Authority, but this shall not prohibit the assignment of the proceeds due hereunder to a bank or financial institution nor shall this provision preclude the Consultant from subletting parts of the work in accordance with reasonable practice in the industry.

ARTICLE 8: TERMINATION OF THE CONTRACT

The Authority may terminate this Agreement at any time for any reason by giving seven days prior written notice to the consultant and paying the Consultant for actual costs incurred up until the final termination date. The consultant’s costs will be determined by the Authority from the consultant’s business records following HUD guidelines and the Consultant’s current hourly rates.

If the Authority terminates the contract because the consultant does not diligently proceed with the services, or fails to carry out the services in accordance with this agreement, or otherwise violates the provisions of this Agreement, and fails to cure any violation within seven (7) days of written notice by the Authority, the Authority may declare the Consultant in default, terminate this Agreement and take over and complete the services. The Consultant shall be paid a prorated share of the costs for materials retained by the Authority in the completion of work.

ARTICLE 9: EEO/SPECIAL INTEREST

The Consultant agrees to comply with applicable Federal and State Equal Employment Opportunity and Special Interest rules and regulations including the following:

- a) Equal Employment Opportunity: Attention is called to the provisions for Equal Employment Opportunity (Executive Order 11246). Contractor must insure all that all employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin or handicap status. The consultant shall certify compliance with all applicable Equal Opportunity requirements governing contracts of this type.
- b) Interest of Members of Congress: No member or delegate to the congress of the United States of America or Resident commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom; but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.
- c) Interest of Members, Officers, of Employees and Former members, Offices or Employees: No members , officers or employees of the Authority, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the Authority was activated, and no other public official of such locality or localities who exercise any functions or responsibilities with respect to the project, shall, during his tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

ARTICLE 10: SUBSTITUTIONS:

The Consultant's key personnel identified in their submittal and shown on **Attachment ___** 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 EHA 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 EHA.

ARTICLE 11: EMPLOYEMENT CLAUSE.

If the work pursuant to this contact requires or may result in contact with children or vulnerable adults, the Consultant shall not use any employee, volunteer, intern or agent for this contract who (i) it has reason to believe may impose a risk to such children or vulnerable adults, or (ii) who have been convicted of a crime against children or vulnerable adults. Before using any employee, volunteer, intern or agent for this contract, Consultant will procure and examine criminal conviction records and exclude any person not meeting this contract requirement.

ARTICLE 12: HOLD HARMLESS AGREEMENT

Vendor 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 Vendor'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 Vendor, its sub-vendors, or of anyone acting under its direction or control, or on its behalf in connection with or incidental to the performance of this contract. Vendor'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. Vendor 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.

Contractor hereby agrees to require all its subcontractors 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.

ARTICLE 13: INSURANCE

The consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Consultant, its agents, representatives, employees, or sub-contractors.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (*occurrence form CG 0 01 10 01*).
2. Insurance Services Office Additional Insured form (*CG 20 37 or CG 20 26*).
3. Insurance Services Office form number CA 00 01 06 92 covering Automobile Liability, Code 1 (*any auto*) [*require if scope of work includes driving on Authority property*].
4. Workers' Compensation insurance as required by state law and Employer's Liability Insurance.
5. Professional Errors and Omissions Liability insurance appropriate to the Consultant's profession.

MINIMUM LIMITS OF INSURANCE

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for Bodily Injury, Personal Injury, and Property Damage. (*including coverages for discrimination, ADA violations, and sexual molestation*). If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for Bodily Injury and Property Damage.
3. Workers' Compensation (*statutory*) and Employer's Liability: \$1,000,000 per accident for Bodily Injury or Disease.
4. Professional Errors and Omissions Liability insurance: \$1,000,000 per occurrence.

NOTE: These limits can be attained by individual policies or by combining primary and umbrella policies.

This document was reviewed/prepared by:

Brenda McLeod _____ Date: _____
Assistant Director of Procurement and Contracts
Housing Authority for the City of Everett

This agreement has been reviewed and accepted by:

Wendy Blain _____ Date: _____
Director of Finance
Housing Authority for the City of Everett



This Agreement is hereby entered into as of the day and year as written above.

Housing Authority Name

Contracting Agency Name

Housing Authority for the City of Everett

Name: Ashley Lommers-Johnson

Name:

Title: Executive Director

Title:

Date:

Date
