

**Seattle Housing Authority
Work Order**

Work Order No.:	Work Order Name:	
Contract No.:	Contract Name:	
5427	On-Call Geotechnical Engineering Services	
Business Name:		Contract Execution Date:
SHA Project Manager:		

THIS WORK ORDER 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 of Firm, “Doing Business As,” if appropriate,** hereinafter referred to as the “Consultant” and/or “Service Provider.” *[If you only 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, this Work Order incorporates by reference and is subject to the terms and conditions (unless otherwise amended herein) of Contract No. _____ as though fully included herein:

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 Work Order 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 Work Order until authorized to do so in writing by SHA. All work under this Work Order 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 Work Order. The established completion time for the tasks and the entire Work Order 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 Work Order.

SECTION 3 – PAYMENTS: The Consultant agrees to perform all of the work set forth herein and further described in ATTACHMENT A – SCOPE OF WORK, attached hereto

for an amount not-to-exceed \$ _____, herein referred to as the "Work Order Amount" without further authorization by Change Order. Such payment shall be full compensation 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 the work. It is understood that this is a not-to-exceed amount and Consultant will be reimbursed on a time-and-material basis for services performed and equipment & materials used as described in herein. Invoices and applicable attachments shall be emailed to the attention of SHA's Project Manager.

[If there is no change to the insurance requirements from what was required by the Contract, use the following Section 4 and delete the 2nd version of Section 4 as well as ATTACHMENT ___ - INSURANCE REQUIREMENTS.]

SECTION 4 – INSURANCE: The insurance requirements for Contract No. _____ shall be the same for this Work Order and such policy(ies) shall apply to the work included in this Work Order.

[If there are different insurance requirements for this Work Order from what was required by the Contract, use the following Section 4 and Attachment and delete the 1st version above of Section 4.]

SECTION 4 – INSURANCE: The insurance requirements for Work Order No. _____ to Contract No. _____ shall be as described in ATTACHMENT _____ - INSURANCE REQUIREMENTS, hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Work Order 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

[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

■ INSURANCE REQUIREMENTS

SAMPLE

ATTACHMENT A – SCOPE OF WORK
(Work Order No. [REDACTED] to Contract No. [REDACTED])

SAMPLE

ATTACHMENT B – TERMS AND CONDITIONS

(Work Order No. [redacted] to Contract No. [redacted])

Project Completion Date: (Section 2 of Work Order) [redacted]	Work Order Amount (Section 3 of Work Order): [redacted]
Basis of Payment (hourly rate, lump sum, etc.) (Section 3 of Work Order): [redacted]	
Subcontractors or Subconsultants Authorized: [redacted]	
Name of Consultant's Key Personnel Essential to the Work: [redacted]	
Name and Address of SHA's Project Manager: [redacted]	
Consultant's Name and Address for Delivery of Notices. [redacted]	SHA's Name and Address for Delivery of Notices. Housing Authority of the City of Seattle Attn: [redacted] 190 Queen Anne Avenue N. P.O. Box 19028 Seattle, WA 98109-1028

ATTACHMENT - INSURANCE REQUIREMENTS

(Work Order No. [REDACTED] to Contract No. [REDACTED])

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 this Work Order 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 Work Order 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 provisions of Contract No. [REDACTED] or otherwise in law, including immediate termination of the Work Order.

A. General Insurance Requirements:

1. Prior to undertaking any work under this Work Order, the Consultant shall procure and maintain continuously for the duration of this Work Order, at no expense to Owner, insurance coverage as specified below, in connection with the performance of the work of this Work Order by the Consultant, its agents, representatives, employees and/or subcontractors (the term subcontractors as used in this Work Order 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 Work Order. The Consultant must provide acceptable evidence of such coverage prior to beginning work under this Work Order. Consultant shall maintain the following insurance coverage for the duration of the Work Order 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 Work Order. In the event that the services to be provided under this Work Order 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 Work Order, 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 Work Order. 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 Work Order 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.
- 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 Work Order, 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 Work Order. 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 Work Order, and
 - b.) Maintain such evidence on file for a period of one (1) year after the completion of this Work Order 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 Work Order.

6. Owner reserves the right to require complete, certified copies of all required insurance policies at any time during the term of this Work Order, or to waive any of the insurance requirements of this Work Order 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 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 shall be performed for any person performing work under this Work Order who is given use of an SHA building-access card or who collects payments of any kind. The criminal background investigation shall 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 shall be provided to the SHA Project Manager. If any person performing work under this Work Order 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.

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