

Contract No. _____

Architect – Engineer Services

THIS CONTRACT, made and entered into between the Seattle Housing Authority, a public body corporate and politic, hereinafter referred to as “SHA,” and _____, hereinafter referred to as the “Design Professional” and/or “Architect.”

WHEREAS, SHA solicited proposals from consultants qualified to provide Architect - Engineer Services, hereinafter referred to as “Services”; and

WHEREAS, SHA has determined that the Design Professional is qualified and has selected the Design Professional for this work; and

WHEREAS, the Design Professional represents that it is qualified, duly authorized and willing to provide the requested Services.

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

ARTICLE A: SERVICES

A.1.1 AREAS OF DESIGN PROFESSIONAL’S SERVICES

A1.1.1. Unless revised in a written addendum or amendment to this Contract, in planning, designing and administering construction or rehabilitation of the Project, the Design Professional shall provide the Owner with professional services in the following areas:

- Architecture
- Interior Design
- Site Planning
- Structural Engineering
- Mechanical Engineering
- Energy Modelling
- Electrical Engineering
- Lighting Design & Engineering
- Commissioning
- Green Building
- Acoustical Engineering
- Civil Engineering
- Transportation Engineering
- Landscape Architecture
- Cost Estimating
- Construction Contract Administration

A1.1.2. Design Professional 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.

A1.1.3 Where services are provided by engineers, land surveyors, and other design professionals under direct contract with Owner, in connection with services provided under this contract, Design Professional shall coordinate the services of those other design professionals as appropriate to completion of services under this contract.

A1.1.4. The Design Professional shall engage the services of sub-consultants, such as landscape architects, interior designers, engineers, cost estimators, and other specialty consultants as necessary, subject to SHA approval. The Design Professional will have the option of relying upon and coordinating the services of other design professionals that SHA has on-call contracts with, which currently include geotechnical engineering, land survey, mechanical engineering, and civil engineering.

A1.1.5. Use of SHA Standards. As of the date of this contract SHA is engaged in a process, internally and with the services of others, to develop standards for design and construction of SHA residential buildings. These standards will be partially complete in sufficient time to incorporate their requirements into the design of this project. The standards will include but are not limited to:

1. Specifications for interior finish; materials and fixtures;
2. Specifications for certain materials used in exterior wall and roof systems
3. Certain interior details
4. Performance requirements for mechanical and electrical systems
5. Design criteria, specifications and details for security systems
6. Standard dwelling unit plans for 1BR, 2BR and 3BR units, to include floor plans, reflected ceiling plans, mechanical and electrical plans, and interior elevations for kitchens, baths, and closets. These plans will be appropriate for anticipated highly repetitive conditions in the building plans, but will not be appropriate or sufficient for all conditions and locations in the building. The plans will be furnished to the Design Professional at the start of each phase of design as described in A1.2 below, with a level of completion reflecting completion of the respective phase.

The Design Professional will be required to adapt and incorporate these standards into the design and documentation of the project. Incorporation shall comprise review, and modification as appropriate, such that the Design Professional will be responsible for completeness and correctness the same as if prepared originally by the Design Professional

A.1.2 CONCEPTUAL DESIGN AND PROGRAMMING (TASK 1)

Upon execution of this contract and receipt of a Notice to Proceed, the Design Professional shall study and develop alternatives for conceptual design of the project and a definitive program for the project, for review and approval by Owner. The notice to Proceed will define the Owner's intended program for the project including alternatives to be studied by Design Professional.

The conceptual design drawings shall show in plan and section the general disposition of building elements on the site, including number of stories and their floor elevations, numbers and sizes of dwelling units, horizontal and vertical circulation, parking, building entries, common amenity areas, non-residential areas, and open spaces.

Upon completion of the conceptual design studies Design Professional and Owner shall agree upon a definitive program for the project to define the items described above, to be carried into the subsequent phase of services.

A.1.3 PHASES AND DESCRIPTIONS OF BASIC SERVICES

A.1.3.1 SCHEMATIC DESIGN/PRELIMINARY STUDY PHASE (TASK 2)

After receipt of a Notice to Proceed from the Owner, the Design Professional shall prepare and deliver Schematic Design/Preliminary Study Documents. These documents shall consist of a presentation of the complete concept of the Project, including all major elements of the building(s), and site designs(s), planned to promote economy both in construction and in operation and maintenance of the building, and to comply with current program and cost limitations. The Design Professional shall revise these documents consistent with the requirements and criteria established by the Owner to secure the Owner's written

approval. Additionally, the Design Professional shall review the information provided by the Owner concerning existing conditions. Documents in this phase shall include:

- Site plan(s) showing location of all buildings, general grading arrangement, surface drainage, site improvements, pedestrian and vehicular circulation, parking and recreational facilities, and preliminary layouts for utility services.
- Schedule of building types, unit distribution and bedroom count shown on the site plan, including identification of units designed for handicapped or elderly use, identified separately.
- Scale plan of all buildings, and typical dwelling units showing furniture to scale in livable arrangements.
- Wall sections and elevations.
- Outline specifications sufficient to define quality of materials to be used.
- Preliminary construction cost estimates, at 50% and 100% completion of this phase covering all work designed or specified by the Design Professional. This estimate shall represent the Design Professional's best judgment as a design professional familiar with the construction industry. This estimate shall show separately the major components of the Work: Site Improvements, Dwelling Structures, Non-dwelling Structures, Dwelling Equipment, and Non-dwelling Equipment.
- Project specific analysis of codes, ordinances and regulations.
- Computer-generated massing models

Pre-design meetings shall occur after the Design Professional has viewed the site and before any drawings have been generated by the Design Professional. Progress meetings shall be held to exchange technical information in case modifications are necessitated by cost limitations, field investigations, new technology, or other factors which affect implementation, cost, or execution of the work.

A.1.3.1.1 Tests, Inspections and Investigations

If required by the Owner based on the needs of the specific project involved, the Design Professional shall advise the Owner of the scope and nature of any laboratory or field tests, inspections or investigations which the Design Professional recommends for proper planning and design of the project, and shall recommend suitable arrangements for such tests, inspections or investigations. This includes, but is not limited to, tests, inspections or investigations regarding mechanical systems; equipment; structural systems; electrical systems; plumbing; sewage; and subsurface soil and water conditions (including test borings, test pits, soil bearing values, percolation tests, groundwater tests, ground corrosion and resistivity, and any other necessary investigations). The Design Professional shall keep informed as to the progress of such tests, inspections and investigations and if it finds or is advised of any condition which would make it advisable to alter the scope of testing, inspection or investigation, or alter the nature of the Project, it shall make timely reports and recommendations to the Owner. The Design Professional has no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

A.1.3.2 DESIGN DEVELOPMENT PHASE (TASK 3)

After receipt of written approval of Schematic Design/Preliminary Study Documents, the Design Professional shall prepare and submit to the Owner Design Development Documents. The Design Professional shall revise these documents consistent with the requirements and criteria established by the Owner to secure the Owner's written approval. These documents shall include the following:

- Drawings sufficient to fix and illustrate project scope and character in all essential design elements
- Draft technical specifications
- Recommendations for phasing of construction
- Site plan(s)
- Landscape plan
- Floor plans
- Elevations, building and wall sections
- Updated computer-generated representations of the project

- Engineering drawings

The Design Professional shall provide preliminary design documents to the Owner in sufficient detail to enable the Owner to determine the methodology in resolving each budgeted item, the quality of all materials intended for use, and the cost as anticipated by budgeted line item.

A.1.3.3 BIDDING, CONSTRUCTION AND CONTRACT DOCUMENT PHASE (TASK 4)

After receipt of the Owner's written approval of Design Development Documents, the Design Professional shall prepare Construction Documents. After consultation with the Owner and if requested by the Owner, the Design Professional shall also prepare and assemble all Bidding and Contract Documents. The Design Professional shall revise these Bidding, Construction and Contract Documents consistent with the requirements and criteria established by the Owner to secure the Owner's written approval. They shall include, in a detailed manner, all work to be performed; all material; workmanship; finishes and equipment required for the architectural, structural, mechanical, electrical, and site work; survey maps furnished by Owner; and direct reproduction of any logs and subsurface soil investigations. These documents shall include:

- Solicitation for Bids (by Owner)
- Form of Contract (by Owner)
- Special Conditions (by Owner)
- General Conditions (by Owner)
- Technical Specifications
- Plans and drawings

A.1.3.3.1 Drawings

The drawings shall include the following sufficient to serve as the basis for a cost estimate:

- a. A title sheet with an Index of Drawings.
- b. Site plan(s) showing the location of applicable buildings.
- c. Scale plans of all buildings and typical dwelling units, including handicapped units and facilities, if any.
- d. Wall sections, details, and elevations sufficient to serve the intended work;
- e. All other required architectural, civil, structural, mechanical and electrical documents necessary to complete the work at the Project(s).

A.1.3.3.2 Preparation of Plans

Design Professional shall exercise care during the preparation of the plans and the specifications to ensure that the plans and specifications do not conflict, and to ensure that the plans and the specifications do not conflict with the reported existing site conditions.

A.1.3.3.3 Drawings on Electronic Media

The Design Professional shall supply drawings on electronic media to the Owner, in a medium suitable for use by the Owner in the following software format used by the Owner:

Auto Desk Inc.'s Auto CAD computer software, Release 14 or latest edition

Adobe pdf format

Other format as may be specified in a Work Order

A.1.3.3.4 Cost Breakdown (RESERVED)

A.1.3.3.5 Reproduction of Final Bidding Documents

The Design Professional shall reproduce complete sets of approved construction documents for bidding purposes in such form as may be necessary. The cost of reproducing these documents is reimbursable

A.1.3.3.6 Revisions

The Design Professional shall revise any deficiencies in the bidding documents upon the Owner's request. These revisions shall be made at no additional compensation if the Design Professional is responsible for these deficiencies under the requirements of this contract.

A.1.3.3.7 Approvals by Owner

When complete, the Design Professional shall submit the bidding documents to the Owner and shall make all changes necessary to obtain approval by the Owner. No changes shall be made to the bidding documents (including those prepared for contract modifications) except with the concurrence of the Owner.

A.1.3.3.8 Separate Construction Contracts

Upon request from Owner, and as an Additional Service, or when required by local laws, ordinances, or the Owner, the Design Professional shall assist in preparing the construction solicitation documents in such form and manner as to enable the Owner to solicit separate bids and to award separate contracts to general contractors for different parts of the Project(s).

A.1.3.3.9 Certifications

The Design Professional shall certify to the Owner that it has conducted adequate review to coordinate properly the planned work with the existing conditions on the site reported by Owner, and that, to the best of its knowledge, the bidding documents conform to all applicable laws, codes, ordinances and regulations.

A.1.3.4 BIDDING AND AWARD PHASE (TASK 5)

After written approval of Bidding, Construction and Contract Documents from the Owner, the Design Professional shall assist in administering the bidding and award of the Construction Contract. This shall include:

- Responding to inquiries
- Drafting and issuing addendum approved by Owner
- Attending pre-bid conference(s)
- Attending public bid openings

A.1.3.4.1 Revisions After Bid Opening

In the event that the lowest responsive, responsible bid results in costs which exceed the budget due to errors or omissions of the Design Professional, the Design Professional shall, without additional compensation and upon written order from the Owner, make such revisions and alterations in the drawings and specifications as may be necessary to permit proper construction and completion of the Project(s) within the budget and to permit re-solicitation.

A.1.3.5 CONSTRUCTION PHASE (TASK 6)

After execution of the Construction Contract, the Design Professional shall in a prompt and timely manner administer the Construction Contract and all work required by the Bidding, Construction and Contract Documents. The Design Professional shall endeavor to protect the Owner against defects and deficiencies in the execution and performance of the work but the Design professional shall not be responsible for any failure on the part of the Contractor to construct in accordance with the drawings and specifications. The Design Professional shall not be responsible for construction means, methods, techniques or sequences or for jobsite safety or for jobsite safety programs. The Design Professional shall:

- Administer the Construction Contract.

- Review the Construction Progress Schedule submitted by the General Contractor and recommend approval/ disapproval to the Owner.
- Advise the Owner, in writing, on needed interpretations (other than legal interpretations) and clarifications of the drawings and specifications.
- Conduct pre-construction conference and attend dispute resolution conferences and other meetings when requested by the Owner.
- Review and take appropriate action upon Contractor's shop drawings and other submittals for conformance with the design intent expressed in the Contract Documents, but not for the purpose of determining quantities or installation procedures.
- Recommend in writing to the Owner for approval or disapproval of samples, certificates, and test reports. A copy of all test results shall be furnished to the Owner.
- Monitor the quality and progress of the work and furnish a written field report weekly. This service shall be limited to a period amounting to 110% of the construction period as originally established under the Construction Contract unless construction has been delayed due to the Design Professional's failure to properly perform its duties and responsibilities. The Owner may direct additional monitoring but only as Additional Services.
- Require any sub-consultant to provide the services listed in this section where and as applicable and to visit the Project during the time that construction is occurring on the portion of the work related to its discipline and report in writing to the Design Professional.
- Review, approve and submit to Owner the Contractor Requests for Payment.
- Conduct all job meetings and record action in a set of minutes which are to be provided to the Owner.
- Make modifications to Construction Contract Documents to correct errors, clarify intent or to accommodate change orders.
- Make recommendations to Owner for solutions to special problems or changes necessitated by conditions encountered in the course of construction.
- Promptly notify Owner in writing of any observed defects or deficiencies in the work or of any matter of dispute with the General Contractor. The Design Professional shall promptly notify, while onsite, the General Contractor and the Owner when the Design Professional notices any material deficiency or material defect in the Work. The Design Professional also shall specify in the next field report all observed defects and deficiencies, which are, in the Design Professional's opinion, covered by the guarantees provided for in the contract documents and shall in such a case indicate the pertinent guarantee.
- Advise the Owner of special problems and on changes necessitated by unforeseen conditions encountered in the course of construction.
- Review and countersign change orders after verification that all costs for changes are accurate, consistent with the requirements of the Housing Authority of the City of Seattle General Conditions; and are reasonable in the market place. As an Additional Service, the Design Professional shall assist the Owner in performing a cost or price analysis, as required by 24 CFR Part 85.36(f) for construction contract modifications (including change orders).
- Review and recommend to the Owner payment of periodic estimates of the value of acceptable work in place, and material delivered to and properly stored on site.
- Prepare written punch list, certificates of completion and other necessary construction close out documents.
- Prepare a set of reproducible record prints of Drawings showing significant changes in the work made during construction, including the locations of underground utilities and appurtenances referenced to permanent surface improvements, based on legible marked-up prints, drawings and other data furnished by the General Contractor to the Design Professional.
- Assist in the final field review and properly prepare and sign any required Certificate of Completion.
- The Design Professional shall furnish to the Owner all reports required by the Statement of Work of this Contract.

A.1.3.6 POST COMPLETION/WARRANTY PHASE (TASK 7)

After execution of the Certificate of Completion by the Owner, the Design Professional shall:

- Consult with and make recommendations to Owner during the Contractor's warranty period regarding construction and equipment warranties.
- Perform a review of construction work, material, systems and equipment no earlier than nine months and no later than ten months after completion of the Construction Contract and make a written report to the Owner. At the Owner's request, conduct additional warranty inspections as Additional Services.
- Advise and assist Owner in construction matters for a period up to eighteen months after completion of the Project, but such assistance is not to exceed forty hours of service and one non-warranty trip away from the place of business of the Design Professional.

A.1.4 DESIGNING WITHIN FUNDING LIMITATIONS

The Design Professional shall perform services required under this Contract in such a manner so as to cause an award of a Construction Contract(s) that does not exceed an amount to be determined at the completion of Schematic Design. This fixed limit shall be called the Maximum Allowable Cost of Construction (MACC). The amount may be increased by the Owner, but only with written notice to the Design Professional. If the increase results in a change to the scope of work, an amendment to this Contract will be required. The Design Professional and the Owner may mutually agree to decrease the MACC, but only by signing a written amendment to this Contract. The General Contractor will be selected during the latter part of the Schematic Design phase and will estimate the cost of construction during subsequent phase of the work. Design Professional shall cooperate with the selected General Contractor during the Design Development, Construction Documents, and Bidding/Negotiation phases of the work, to achieve design that can be constructed within the MACC, Should bids for the Construction Contract exceed the Maximum Construction Contract Costs, the Owner has the right to require the Design Professional to perform redesigns, rebids and other services necessary to cause an award of the Construction Contract within the Maximum Construction Contract Cost without additional compensation or reimbursement if the same is attributable to Design Professional, recognizing Design Professional is entitled to rely upon the estimates prepared by others.

A.2 DESIGN PROFESSIONAL'S ADDITIONAL SERVICES

A.2.1 DESCRIPTION OF ADDITIONAL SERVICES

Additional Services are all those services provided by the Design Professional on the Project for the Owner that are not defined as Basic Services in Article A, Section 1.2 or otherwise required to be performed by the Design Professional under this Contract. They include major revisions to previously approved drawings, specifications and other documents due to causes beyond the control of the Design Professional and not due to any errors, omissions, or failures on the part of the Design Professional to carry out obligations otherwise set out in this Contract.

A.2.2 WRITTEN ADDENDUM OR CONTRACT AMENDMENT

All additional services not already expressly required by this Contract shall be agreed to through either a written addendum or amendment to this Contract.

ARTICLE B: RESPONSIBILITIES

B.1 DESIGN PROFESSIONAL'S RESPONSIBILITIES

B.1.1 BASIC SERVICES

The Design Professional shall provide the Basic Service set out in the Contract.

B.1.2 ADDITIONAL SERVICES

When required under the Work Order, the Design Professional shall provide Additional Services on the Project.

B.1.3 GENERAL RESPONSIBILITIES

The Design Professional shall be responsible for the professional quality, reasonable technical accuracy, and coordination of all designs, drawings, specifications, and other services, furnished by the Design Professional under this Contract. The Owner's review, approval, acceptance of, or payment for Design Professional services shall not be construed as a waiver of any rights under this Contract or of any cause of action for damages caused by Design Professional's negligent performance under this Contract. Furthermore, this Contract does not restrict or limit any rights or remedies otherwise afforded the Owner or Design Professional by law.

B.1.5 COMPLIANCE WITH LAWS, CODES, ORDINANCES AND REGULATIONS

The Design Professional shall perform services that conform to reasonable interpretations of all applicable Federal, State and local laws, codes, ordinances and regulations except as modified by any waivers which may be obtained with the approval of the Owner. The Design Professional shall certify that Contract Documents will, to the best of its knowledge, conform to reasonable interpretation of all applicable laws, codes, ordinances and regulations. The Design Professional shall prepare all Construction Documents required for approval by all governmental agencies having jurisdiction over the Project. Upon approval by the Owner, the Design Professional shall submit to those agencies all Construction Documents which they have the right to review for approval. The Design Professional shall also submit a copy of the relevant Construction Documents to all other agencies: (1) who will furnish services to the completed Project(s); and (2) whose approval is required to ensure such service. If any agency referred to above is unwilling or without authority to give written approval prior to formal application for construction permits, then the Design Professional shall inform the Owner and certify that, to the best of the Design Professional's knowledge and belief, the documents as submitted will meet the approval of such agency or agencies. If obtaining any governmental approvals would require noncompliance with the Contract, the Design Professional shall promptly notify the Owner in writing. The Design Professional shall make all changes in the Bidding and Construction Documents necessary to obtain governmental approval without additional compensation or reimbursement, except in the following situations: If subsequent to the date the Owner issues a notice to proceed, revisions are made to applicable codes or non-federal regulations, the Design Professional shall be entitled to additional compensation and reimbursements for any additional cost resulting from such changes. The Design Professional, however, is obligated to notify the Owner of all significant code or regulatory changes within sixty (60) days of their change, and such notification shall be required in order for the Design Professional to be entitled to any additional compensation or reimbursement.

B.1.6 PROFESSIONAL SEAL

Licensed Design Professionals shall affix their seals and signatures to drawings and specifications produced under this Contract when required by law.

B.1.7 ATTENDANCE AT CONFERENCES

The Design Professional or designated representatives shall attend Project conferences and meetings involving matters related to basic services covered under this Contract. Attendance at community wide meetings shall be compensated as agreed to in the Work Order.

B.1.8 RECORDS OF MEETINGS

During the design phases described above under A1.2 and A1.3.1 through A1.3.3, Design Professional shall make and maintain minutes of meetings at which owner is present and all other meetings with subconsultants and/or authorities having jurisdiction at which decisions are made of direction is received that affect Owner's costs for the project or the time of completion thereof. Minutes shall be distributed not later than the end of the second business day after the meeting.

B1.9. Correspondence with Authorities Having Jurisdiction.

Design Professional and its subconsultants shall furnish copies of all correspondence with Authorities Having Jurisdiction. When direction is received from or agreement reached with such authorities by telephone conference, the same shall be memorialized in writing and a copy supplied to Owner.

B.2 OWNER'S RESPONSIBILITIES

B.2.1 INFORMATION

The Owner shall provide information regarding requirements for the Project, including a program that shall set forth the Owner's objectives and schedule. The Owner shall also establish and update the Maximum Construction Cost. This shall include the Owner's giving notice of work to be performed by the Owner or others and not included in the Construction Contract for the Project. The Design Professional, however, shall be responsible to ascertain and know federal requirements and limitations placed on the Project.

B.2.2 NOTICE OF DEFECTS

If the Owner observes or otherwise becomes aware of any fault or defects in the construction of the Project or non conformance with the Construction Contract, the Owner shall give prompt written notice of those faults, defects or non conformance to the Design Professional.

B.2.3 CONTRACT OFFICER

The Owner shall designate a Contract Officer authorized to act on its behalf with respect to the design and construction of the Project. The Contract Officer shall examine documents submitted by the Design Professional and shall promptly render decisions pertaining to those documents so as to avoid unreasonably delaying the progress of the Design Professional's work.

B.2.4 DUTIES TO FURNISH

The Owner shall provide the Design Professional the items listed below. The Design Professional is entitled to rely upon the completeness and accuracy of information and documents furnished by Owner.

B.2.4.1 SURVEY AND PROPERTY RESTRICTIONS

The Owner shall furnish topographic, property line and utility information as and where required.

B.2.4.2 EXISTING CONDITIONS

The Owner shall provide the Design Professional any available "as built" drawings of buildings or properties, architect surveys, test reports, and any other written information that it may have in its possession and that it might reasonably assume affects the work.

B.2.4.3 WAIVERS

The Owner shall provide the Design Professional information it may have obtained on any waivers of local codes, ordinances, or regulations or standards affecting the design of the Project.

B.2.4.4 MINIMUM WAGE RATES

The Owner shall furnish the Design Professional the applicable schedule of minimum wage rates as approved by the U.S. Secretary of Labor, the U.S. Department of Housing and Urban Development, or the State of Washington Department of Labor and Industries for inclusion in the bidding and Contract Documents.

B.2.4.5 TESTS

When expressly agreed to in writing by both the Owner and the Design Professional, the Owner shall reimburse the Design Professional for no more than 110% of actual costs for any laboratory or field tests,

inspections, investigations and reports required for the Project. These reimbursable expenses shall not be limited by the Maximum Amount set forth in the Work Order.

B.2.4.6 CONTRACT TERMS

The Owner or its legal counsel may provide the Design Professional text to be incorporated into Bidding and Construction Contract Documents.

ARTICLE C: TIME FOR BEGINNING AND COMPLETION

The Design Professional shall not begin any work under the terms of this Contract until authorized to do so in writing by a Notice to Proceed. A Notice to Proceed may apply to one or more tasks. All work under an authorized task shall be completed between the date authorized to begin work and the completion date specified in the Notice to Proceed for that task. The established completion time shall not be extended because of any delays attributable to the Design Professional, 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 Design Professional. Any extension agreed upon by the parties must be in writing, signed by both parties, and incorporated as a Change Order to the Contract.

ARTICLE D: COMPENSATION AND PAYMENTS

D.1 COMPENSATION FOR SERVICES

D.1.1 Compensation for each authorized task will be on either an hourly not-to-exceed basis, or a lump sum fixed fee basis.

D1.1.1 Compensation for the services described in A1.2 above will be on an hourly-not-to-exceed amount of \$_____.

D1,1,2 Compensation for the services described in A1.3 above will be on a fixed-fee basis to be determined and agreed to at the end of the Conceptual Design Phase describe in A1.2 above. These amounts will be established in a Change Order to the contract.

D1,1,3 Compensation for Additional Services as described in A2 above may be on either an hourly not-to-exceed basis, or a lump sum fixed fee basis as agreed to in a Change Order authorizing the Additional Services.

D.1.2 The Design Professional agrees to perform all of the work set forth in an authorized task for an amount not to exceed the agreed amount specified. 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.

D.1.3 It is understood that for tasks compensated on a fixed fee basis, this is a fixed amount and will not be increased because of any difference between the estimated and actual costs of performing the work.

D.1.4 The basis of payments (hourly rate, lump sum, etc.) will also be specified in the Notice to Proceed. Payments shall be made up to the task amount upon receipt of invoices and progress reports prepared by the Design Professional and submitted to SHA not more often than monthly for the duration of the Work Order. Payment of any amounts due shall not relieve the Design Professional of the obligation to perform all the work under the task in a satisfactory manner.

D.2 Reimbursable Expenses: The Owner will pay the Design Professional for the Reimbursable Expenses listed below up to a Maximum Amount to be defined in each task. Reimbursable Expenses are in addition to the fees for services and are for certain actual expenses incurred by the Design Professional

in connection with the Project as enumerated below. Approved reimbursable expenses shall not exceed 110% of actual costs.

D.2.1 ALLOWABLE REIMBURSABLE EXPENSES

- Delivery Costs: Courier services and overnight delivery costs
- Reproduction and postage: Costs of required drawings, photos, excluding the cost of reproductions for the Design Professional or Subcontractor's own use
- Permit fees will ordinarily be paid by Owner or others, but if paid by Design Professional shall be reimbursed at actual cost plus 5%

D.2.1.1 Additional Reimbursable Expenses

The Design Professional and Owner may agree in a Change Order to a Work Order to include certain other expenses not enumerated above as Reimbursable Expenses. These Additional Reimbursable Expenses shall not be limited by the Maximum Amount agreed to in the Work Order. A separate Maximum Amount for these Additional Reimbursable Expenses shall be established.

D.2.2 EXPENSES NOT ALLOWED

- Travel costs of any kind and description, including but not limited to mileage, tolls, and parking
- Telephone costs

D.2.3 MARKUP FOR SUB-CONSULTANTS INVOICES

F.1.6.3.1 Where a scope of work for a task includes hourly services provided by sub-consultants, subject to the approval of SHA, payments will be subject to a markup of up to 10% to cover the Design Professional's costs for Business and Occupation taxes, insurance, management of the sub-consultant's work, and administration of the sub-consultant agreement. Design Professional's time spent in management of the sub-consultant's work, and administration of the sub-consultant agreement may not be separately billed.

D.3 EXTRA WORK

SHA may desire to have the Design Professional render services in connection to a Work Order in addition to the items specified in the Scope of Work of that Work Order. Such services shall be considered to be extra work and will be specified in a Change Order to the Work Order, 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 Design Professional for the additional work to be performed. Such additional services shall not be performed or initiated until a Change Order authorizing such work is executed by both parties.

D.4 INVOICES

Invoices must include the following information: invoice date and number; SHA's Contract number; Work Order number; the Work Order 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 sixty (60) days after accurate billing and backup documentation are received by SHA. Invoices shall be mailed to the attention of SHA's Project Manager as specified in the individual Work Order.

ARTICLE E: PROHIBITION OF ASSIGNMENT

The Design Professional shall not assign, subcontract or transfer any services, obligations, or interest in this Contract without prior written consent of SHA 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 any approved subcontract, SHA shall continue to hold the Design Professional responsible for proper performance of the Design Professional's obligations under this Contract and associated Work Orders.

ARTICLE F: SUBCONTRACTS

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

ARTICLE G: SUBSTITUTIONS

G.1 The Design Professional's key personnel identified in Work Orders to this Contract are considered to be essential to the work effort. Prior to diverting or substituting any of the specified individuals, the Design Professional shall notify SHA reasonably in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the Work Order and/or 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 Design Professional without the prior written consent of SHA.

G.2 KEY PERSONNEL

For the contract as a whole, the following are Design Professional's Key Personnel:

- _____
- _____
- _____
- _____

ARTICLE H: DISPUTES

H.1 All disputes arising under or relating to this Contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause. All claims by the Design Professional shall be made in writing and submitted to the Owner. A claim by the Owner against the Design Professional shall be subject to a written decision by the Owner.

H.2 The Owner shall, with reasonable promptness (no more than sixty days), render a decision concerning any claim hereunder. Unless the Design Professional, within 30 days after receipt of the Owner's decision, shall notify the Owner in writing that it takes exception to such decision, the decision shall be final and conclusive.

H.3 Provided the Design Professional has (1) given the notice within the time stated in clause D.1.5.2; (2) excepted its claim relating to such decision from the final release; and (3) brought suit against the Owner not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Design Professional has had a reasonable time to respond to a written request by the Owner that it submit a final voucher and release, whichever is earlier, then the Owner's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court identified in Clause **J.6** below, or by consent of the Owner and Design Professional by other dispute resolution methods. Design Professional agrees to prepare or modify all agreements between Design Professional and its consultants to reflect this option to use alternative dispute resolution procedures.

H.4 Claims between Owner and any general contractor and/or its subcontractors, general contractor and Design Professional, and Owner and Design Professional shall, upon demand by Owner, be submitted in the same litigation, arbitration or mediation. Design Professional agrees to prepare or modify all

agreements between Design Professional and his or her consultants to reflect Owner's right to make this demand.

H.5 The Design Professional shall proceed diligently with performance of this Contract, pending final resolution of any request for relief, claim, appeal, or action arising under the Contract, and comply with any decision of the Owner, provided that the Owner continues to perform its obligation, including the timely payment of undisputed amounts.

H.6 This Contract shall be interpreted under Washington law. Jurisdiction and venue for any legal action to resolve a Dispute shall be in King County Superior Court, Seattle, Washington, or in the United States District Court for the Western District of Washington at Seattle

ARTICLE I: COMPLIANCE WITH LAWS

In performing the work and providing the services under this Contract and associated Work Orders, the Design Professional 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 the following:

I.1 ANTI-LOBBYING CERTIFICATION: No Federal appropriated funds have been paid or will be paid, by or on behalf of the Design Professional, 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 Design Professional shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Design Professional 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.

I.2 NONDISCRIMINATION/EQUALITY OF OPPORTUNITY: The Design Professional 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.

I.3 COMPLIANCE WITH FEDERAL SECTION 3 REQUIREMENTS: In order to meet SHA's goal of economic opportunity for lower-income persons, the Design Professional 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").

I.3.1 The work to be performed under this Contract and associated Work Orders 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.

I.3.2 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.

I.3.3 The Design Professional agrees to send to each labor organization or representative of workers with which the Design Professional has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Design Professional'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.

I.3.4 The Design Professional 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 Design Professional will not subcontract with any subcontractor where the Design Professional has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

I.3.5 The Design Professional will certify that any vacant employment positions, including training positions, that are filled (1) after the Design Professional 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 Design Professional's obligations under 24 CFR part 135.

I.3.6 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.

I.3.7 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).

I.4 CLEAN AIR AND WATER: (Applicable to contracts in excess of \$150,000). Because of 2 CFR §200.326(g) and Federal law, the Design Professional shall comply with 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).

I.5 ENERGY EFFICIENCY: Pursuant to Federal regulations (2 CFR §200.326 (h)) and Federal law, except when working on an Indian Housing Authority Project on an Indian reservation, the Design

Professional shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

ARTICLE J: INDEMNIFICATION

The Design Professional shall indemnify and hold SHA and its officers and employees harmless against any liability for any damages or costs for or on account of injury to persons or damage to property arising from or growing out of the work under this Contract, to the extent of the Design Professional's negligence. In any claim, suit or action for such damages or costs that is made or brought by any employee of the Design Professional or of the Design Professional's subcontractors or sub-consultants, the Design Professional's obligations to SHA and its officers and employees under this section shall not be limited by any immunity under RCW Title 5, and the Design Professional waives immunity under RCW Title 51 as to SHA and its officers and employees.

ARTICLE K: INSURANCE

K.1 GENERAL REQUIREMENTS:

Prior to commencement of Services on any assigned Work Order to this Contract, the Design Professional shall obtain all the insurance required by this Article M and any Work Order and provide evidence satisfactory to Owner that such insurance has been procured. Review of the Design Professional's insurance by Owner shall not relieve or decrease the liability of Design Professional.

Failure of the Design Professional 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.

K.1.1.1 GENERAL INSURANCE REQUIREMENTS

K.1.1.1.1 Prior to Owner assigning work by Work Order under this Contract, the Design Professional 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 work by Work Order to this Contract by Design Professional, its agents, representatives, employees and/or subcontractors (the term subcontractors as used in this Contract shall include sub-consultants). Review of the Design Professional's insurance by Owner shall not relieve or decrease the liability of Design Professional.

K.1.1.1.2 The Design Professional's insurance shall be primary, as respects Owner and any other insurance maintained by Owner shall be excess and not contributing insurance with the Design Professional's insurance.

K.1.1.1.3 Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, the Design Professional'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.

K.1.1.1.4 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.

K.2 REQUIRED INSURANCE COVERAGE: The following are the types and amounts of insurance coverage that must be maintained by the Design Professional during the term of this Contract. SHA reserves the right to increase or otherwise change insurance requirements in accordance with the scope of work of any Work Order to this Contract. If additional insurance is required for a Work Order, the Design Professional must provide acceptable evidence of such coverage prior to beginning work.

K.2.1 COMMERCIAL GENERAL LIABILITY INSURANCE: Commercial General Liability (CGL) shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under paragraph D.1.10.2.C written on an Occurrence Form or its equivalent which shall include coverage for:

- Premises/Operations
- Products/Completed Operations
- Personal/Advertising Injury
- Contractual
- Independent Contractors
- Stop Gap (unless insured as Employers Liability under Part B. of a Workers Compensation Insurance Policy)
- Per project aggregate per ISO CG 25 03 (Aggregate Limits of Insurance per Project) or Equivalent
- Explosion, collapse, and underground
- Waiver of Subrogation

**\$1,000,000 each Occurrence Combined Single Limit (CSL)
Bodily Injury and Property Damage
Except \$1,000,000 each Offense Personal/Advertising Injury \$2,000,000 Aggregate**

In the event that the services to be provided under any Work Order to this Contract involve the Design Professional's contact with minor children, and/or elderly, disabled or vulnerable adults as defined in RCW 74.34.020, the Design Professional 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.

K.2.2 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 Bodily Injury by Accident, Bodily Injury by Disease –
Each Employee, Bodily Injury by Disease –
Policy Limit; Employers Liability or Washington Stop Gap**

K.2.3 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

K.2.4 WORKER'S COMPENSATION: As respects Worker's Compensation insurance in the State of Washington, the Design Professional 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 Design Professional is qualified as a self-insurer in accordance with Chapter 51.14 RCW, the Contract 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.

.2.5 CONTRACTOR'S POLLUTION LIABILITY (CPL): Contractor's Pollution Liability is not required for the Contract, but may be added to any Work Order if applicable.

K.2.6 PROFESSIONAL LIABILITY, ERRORS AND OMISSIONS: A policy of Errors and Omissions Liability Insurance appropriate to the Design Professional'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:

\$2,000,000 per Claim and \$3,000,000 Annual Aggregate

If the Professional Liability Insurance policy is written on a claims-made form, the Design Professional warrants continuation of coverage, either through policy renewals or the purchase of an extended reporting period ("tail") for a minimum of (3) three years from the date of completion of the work authorized by the Contract. In the event that the Design Professional 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.

K.2.8 WAIVER OF SUBROGATION: Owner and Design Professional waive all subrogation rights against each other, any general contractor and/or subcontractors, Design Professional's consultants or subconsultants, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this section or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by Owner as fiduciary. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

K.2.9 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 Design Professional's liability to the Owner. Payment of deductibles shall be the responsibility of the Design Professional.

K.2.10 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 Design Professional or of any of their respective insurers. The Design Professional shall include 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 Design Professional whether such limits are primary, excess, contingent or otherwise, except in the case of the Professional Liability and Workers Compensation policies. This provision shall apply regardless of whether limits maintained by the Design Professional are greater than the minimum limits required by this Contract, and regardless of whether the certification of insurance by the Design Professional's specifies lower minimum limits than those specified for or maintained by the Design Professional.

K.3 INSURANCE COVERAGE ENDORSEMENTS AND CERTIFICATES:

K.3.1 PROOF OF INSURANCE AND INSURANCE EXPIRATION:

K.3.1.1 The Design Professional 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.

K.3.1.2 The Owner shall be named as an Additional Insured on a primary and non-contributory basis on all Commercial General Liability policies of the Design Professional. A policy endorsement (form CG2010B or equivalent) must be provided to Owner as evidence of additional insured coverage.

K.3.1.3 As respects CGL insurance such Additional Insured status shall contain a “separation of insureds” provision.

K.3.1.4 The Design Professional shall include all subconsultants at any tier as insureds under its policies (except for Professional Liability insurance) and ensure that the Design Professional’s coverage of subconsultants under the Design Professional’s policies is not excluded by any policy provision or endorsement. Alternatively, the Design Professional shall:

K.3.1.4.1 Obtain from each subconsultant not insured under the Design Professional’s policy or policies of insurance, evidence of insurance meeting all the requirements of this Contract, and

K.3.1.4.2 Maintain such evidence on file for a period of one (1) year after Final Completion except for Products and Completed Operations coverage which shall remain in effect for three (3) years after Final Completion and, upon request, submit such evidence to Owner for examination.

K.3.1.5 The Design Professional’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 Design Professional shall not permit any required insurance coverage to expire during the term of this Contract.

K.3.1.6 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.

K.4 CRIMINAL BACKGROUND CHECKS: Criminal Background Investigation: The selected Design Professional 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 Contract who needs special entry into SHA buildings, is given temporary 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 within the past seven years, the results of that investigation shall be disclosed to the SHA Project Manager. If any person performing work under this Contract is charged with a felony, the selected Design Professional 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.

ARTICLE L: PROJECT MANAGEMENT

Any project assigned by Work Order to this Contract shall be managed for SHA by the person specified in the Work Order, who shall either directly or indirectly through such others as are designated in writing by the Project Manager provide direction to the Design Professional in performing the work of the Work Order.

ARTICLE M: STATUS OF DESIGN PROFESSIONAL AND EMPLOYEES

M.1 Non-Representation: Neither the Design Professional, the Subcontractor, employees, agents, or volunteers of the Design Professional or Subcontractor, shall be deemed or represent themselves as employees of SHA or the grantor funding this project on account of the services performed by Work Order in connection with this Contract.

M.2 Involvement of Former SHA Employees: The Design Professional 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 Work Order to this contract, and who will be working on or subcontracting for any of the work. The Design Professional 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 Work Order to this Contract, and who, in the course of official SHA duties, was involved in, participated in or acted on any matter related to the Work Order.

M.3 No Conflict of Interest: The Design Professional confirms that the Design Professional 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 Design Professional's performance. As used in this section, the term "Design Professional" shall include any employee of the Design Professional who was, is, or will be involved in the negotiation, drafting, signing, administration, or performance of any Work Order to 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 household of an SHA employee described above.

The Design Professional confirms agreement to provision 4. Organizational Conflicts of Interest Certification on HUD form 5369-C-Certifications and Representations of Offerors-Non-Construction Contract, by its signature on and submission of form 5360-C with it proposal, incorporated by reference.

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

ARTICLE N: SUSPENSION

The Owner may give written notice to the Design Professional to suspend work on the Project or any part thereof. The Owner shall not be obligated to consider a claim for additional compensation if the Design Professional is given written notice to resume work within 120 calendar days. If notice to resume work is not given within 120 calendar days, the Design Professional shall be entitled to an equitable adjustment in compensation.

ARTICLE O: TERMINATION FOR CONVENIENCE AND DEFAULT

SHA may terminate any Work Order, and/or this Contract in whole, or from time to time in part, for SHA's convenience or the failure of the Design Professional to fulfill the Work Order or Contract obligations (default). SHA shall terminate by delivering to the Design Professional a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Design Professional 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 and associated Work Orders, whether completed or in process.

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.

If the termination is due to the failure of the Design Professional to fulfill its obligations under any Work Order and/or the Contract (default), SHA may (1) require the Design Professional 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 Design Professional shall be liable to for any additional cost incurred by SHA; and (3) withhold any payments to the Design Professional, for the purpose of set-off or partial payments, as the case may be, of amounts owed SHA by the Design Professional.

If, after termination for failure to fulfill contract obligations (default), it is determined that the Design Professional had not failed, the termination shall be deemed to have been effected for the convenience of SHA, and the Design Professional shall be entitled to payment as described in paragraph B above.

Any disputes with regard to this section are expressly made subject to the terms of the Disputes section of this Contract.

ARTICLE P: DELAYS BY OWNER

If the performance of all or any part of the work is, for an unreasonable period of time, delayed by an act of the Owner in the administration of this contract other than a suspension of work, or by its failure to act within the time specified in this contract (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this contract (excluding profit) necessarily caused by such unreasonable delay, and the contract modified in writing accordingly.

However, no adjustment shall be made under this Paragraph for any suspension or delay to the extent: (1) that performance would have been suspended or delayed by any other cause, including the fault or negligence of the Design Professional; or (2) for which an equitable adjustment is provided for as an exclusion under any other provision of this contract.

No claims under this Paragraph shall be allowed: (1) for any costs incurred more than 20 days before the Design Professional shall have notified the Owner in writing of the act, or failure to act, involved; and (2) unless the claim, in an amount stated, is asserted in writing as soon, as practicable after the termination of such suspension or delay, but no later than the date of final payment. No part of any claim based on this clause shall be allowed unless it is supported by adequate evidence showing that the cost would not otherwise have been incurred.

ARTICLE Q: CERTIFICATE AND RELEASE

Prior to final payment under this contract or prior to settlement upon termination of the contract, and as a condition precedent thereto, the Design Professional shall execute and deliver to the Owner a Certificate and Release in form acceptable to the Owner, containing a release of all claims against the Owner by the Design Professional under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Design Professional in stated amounts set forth therein.

ARTICLE R: RETENTION OF RIGHTS

Neither the Owner's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or any cause of action arising out of the performance of this Contract, and the Design Professional shall be and remain liable to the Owner in accordance with the applicable law for all damages to the Owner caused by the Design Professional's negligent performance of any of the services furnished under this Contract.

ARTICLE S: OWNERSHIP

All drawings, specifications, studies and other materials prepared under this Contract shall be the property of the Owner and at the termination or completion of the Design Professional's services shall be promptly delivered to the Owner. The Design Professional shall have no claim for further employment or additional compensation as a result of exercise by the Owner of its full rights of ownership. It is understood, however, that the Design Professional does not represent such data to be suitable for re-use on any other project or for any other purpose, unless so stipulated in a Work Order. If the Owner re-uses the subject data without the Design Professional's written verification, such re-use will be at the sole risk of the Owner without liability to the Design Professional

ARTICLE T: ROYALTIES AND PATENTS

The Design Professional 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 Design Professional has no reason to believe that the specified design, process, or product is an infringement. If, however, the Design Professional has reason to believe that any design, process or product specified is an infringement of a patent, the Design Professional shall promptly notify the Project Manager. Failure to give such notice shall make the Design Professional responsible for resultant loss.

ARTICLE U: AUDITS AND RECORDS RETENTION

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 Design Professional'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.

The Design Professional agrees to include in first-tier subcontracts under this contract a clause substantially the same as in paragraph (a) above.

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.

ARTICLE V: 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.

ARTICLE W: CHANGES

The Owner may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed.

If any such change causes an increase or decrease in the prices charged, the maximum amount of the contract, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, or otherwise affect's the conditions of this contract, the Owner shall make an equitable adjustment in the maximum amount, the price(s), the delivery schedule, or other affected terms, and shall modify the contract accordingly.

The Design Professional must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. The Owner will respond within 30 days or within another mutually-agreed upon period.

Failure to agree to any adjustment shall be a dispute under clause D.1.5. However, nothing in this clause shall excuse the Design Professional from proceeding with the contract as changed.

No services for which an additional cost or fee will be charged by the Design Professional shall be furnished without the prior written consent of the Owner.

ARTICLE X: CONTRACT MODIFICATION

Only the Owner Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

The Owner may modify the contract unilaterally: (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in the Owner address). All other contract modifications shall be in the form of supplemental agreements signed by the Design Professional and the Contracting Officer.

ARTICLE Y: COMPLETE CONTRACT

This Contract, including all Attachments to this Contract, contain all covenants, stipulations and provisions agreed upon by the parties in making and entering into this Contract.. No changes, amendments, or modifications of the terms of this Contract shall be valid unless reduced to writing and signed by the parties as a Change Order to this Contract.

ARTICLE Z: NOTICE REQUIREMENTS

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

- Three (3) Business Days after being posted by certified or registered mail to the other party's contact person;
- One (1) Business Day after being sent by recognized national overnight courier service to the other party's contact person;
- On the same Day when delivered in person to the other party's contact person;
- 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
- 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.

If to SHA:

Deputy Director of Procurement and Contracts
Seattle Housing Authority
101 Elliott Avenue W,
Suite 100
PO Box 79015
Seattle, WA 98119

If to the Design Professional:

ARTICLE AA: 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 Design Professional 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.

Seattle Housing Authority
101 Elliott Avenue W,
Suite 100
PO Box 79015
Seattle, WA 98119

By: _____
Signature Date

By: _____
Signature Date

Rodrick C Brandon
Executive Director