



Consultant Term Contract – Standard Form of Agreement

AGREEMENT made as of

Day of

in the year

CONTRACT NUMBER:

SCOPE OF WORK:

THIS AGREEMENT is made and entered into by and

BETWEEN the Owner:

King County Housing Authority

600 Andover Park West

Tukwila, Washington 98188

(a body corporate and politic created under Washington State Law, hereinafter called the 'KCHA'; or assigns of KCHA)

AND the Consultant:

(a corporation organized and existing under the laws of the State of Washington, hereinafter called 'Consultant')

ARTICLE 1: TERM OF THE AGREEMENT

§ 1.1 The term of this Agreement shall begin upon the contract execution date and shall end as follows, unless terminated earlier or subject to extension through modification(s), pursuant to the provisions of this Agreement.

- .a Term: **Five (5) Years**
- .b Ending Date: **Month, Day, 20XX**

ARTICLE 2: TIME OF BEGINNING AND COMPLETION

§ 2.1 The Consultant services are to be provided on an 'as needed' basis pursuant to the issuance of Task Orders for specific and selected services during the term of the contact.

§ 2.2 The intent of this contract is for services to be provided in a timely manner for Task Orders that are of an emergent nature needing prompt response to resolve issues, or to assist the KCHA in maximizing its efficiencies in planning.

§ 2.3 The KCHA may or may not require these services during the term of the contract.

ARTICLE 3: TIME OF BEGINNING AND COMPLETION

§ 3.1 The Consultant will be required to provide **Type of Service** to include but not limited to the following:
Fill out services required.

The Consultant shall confer with KCHA periodically during the progress of the Work, and shall prepare and present such information and materials as may be pertinent, necessary or requested by KCHA to determine the adequacy of the Work or the Consultant's progress.

§ 3.1.1 The Consultant's firm shall furnish all expertise, labor and resources in accordance with the requirement of KCHA and shall provide complete services necessary for Task Orders issued during the contract. KCHA may or may not utilize these services or a portion of the services during the term of the contract. KCHA is under no obligation to fully expend the contract amount with the selected firm. KCHA reserves the right to select more than one firm at its discretion for any task.

§ 3.1.2 Such professional services are to be provided on an "as needed" basis pursuant to the issuance of Task Orders for specific and selected services during the term of the contract.

§ 3.2 Following the date of execution of the contract, Task Orders may be issued during the contract term. KCHA is under no obligation to issue Task Orders or to expend any money during the term of the Contract.

§ 3.2.1 It is further understood that the Consultant's work under the Task Orders issued may not be completed during the contract term, in such case all terms, clauses, rights and obligations of the Contract shall remain in force, and shall survive until the work is completed.

§ 3.3 KCHA reserves the right to issue, and the Consultant reserves the right to accept additional Task Orders.

§ 3.4 The Work shall be, at all times, subject to KCHA's general review and approval.

ARTICLE 4: CONTRACT VALUE/ TASK ORDERS/ PAYMENT PROCEDURE

§ 4.1 The Consultant agrees to perform all the work set forth in the Scope of Work, Article 3, of this Agreement for the Contract Value, for a Not to Exceed Amount of:

(\$1,000,000.00) One Million and No/100 Dollars.

§ 4.1.1 The Contract value may be adjusted by means of Contract Modifications during the term of the Contract as authorized and approved by KCHA. Adjustment may increase or decrease the Contract value. Any adjustments are at the sole discretion of KCHA.

§ 4.1.2 The Consultant will be paid monthly, or at the completion of individual Task Orders, by KCHA for completed work and/or services rendered under this Contract up to the Contract Amount.

§ 4.1.3 Payment of any amounts due under the Contract shall not relieve the Consultant of the obligation to perform all the work set forth in a Task Order, in a satisfactory manner. Payment for all Consultant services shall be on the basis of KCHA's approval of individual Task Orders.

§ 4.1.4 If a Proposal is issued for a lump sum, KCHA shall determine a lump sum based on the Scope of Service required, and the estimated man hours required for each classification, discipline, and skill level, utilizing the agreed upon rates established in the Contract.

§ 4.1.5 Individual Task Orders shall not exceed One Hundred Thousand and No/100 Dollars (**\$100,000.00**).

§ 4.1.6 The Task Order will act as the Notice to Proceed.

§ 4.2 Hourly Rate.

§ 4.2.1 The Consultant shall be paid by KCHA for work done, based upon the negotiated hourly rates (Fee Schedule) shown in **Exhibit – D**, hereto and by this reference made a part of this Agreement. During the term of the Contract the Consultant shall provide a Fee Schedule every two years, at which time the hourly rates may be adjusted upon the approval of KCHA. The minimum rates to be paid are provided in the US Department of HUD-Technical Salary Determination. (Note: Technical Salary Rate is only for A & E Firms). <https://www.kcha.org/documents/346.pdf>

§ 4.2. Task Orders will be billed using the fee schedule that was in effect when the task order was written, NOT when the work was performed and/or invoiced.

§ 4.3 Reimbursable Expenses.

§ 4.3.1 In addition to the payments as set forth in this Section, KCHA will reimburse the Consultant's expenses in the following ways:

- .a Actual Cost Plus 10% Markup
 - .1 Miscellaneous approved business expenditures such as printing, courier services, binding, and similar items that are necessary and directly applicable to the work required by this Agreement as described in each Task Order.
 - .2 Sub-consultant's expenses, similar to the expenses and restrictions of the Consultant.
- .b Transportation
 - .1 Transportation vehicle mileage expenses in connection with this contract will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred.

§ 4.3.2 Rental car and other miscellaneous travel such as parking, gas, taxi, shuttle, tolls, ferry fees, meals, airfare, and similar expenses are **not** a reimbursable expense under this contract, and are **not allowed**.

§ 4.4 Reimbursable Expense Documentation.

§ 4.4.1 KCHA will require the Consultant to submit documentation or copies of the following reimbursable expenses as evidence to support such expenses with their invoices for payment:

- .a Transportation vehicle mileage expenses in connection with the assigned projects.
 - .1 To include user's name, mileage total, reason for trip, and start/stop points
- .b business expenses (e.g., printing, couriers, thumb-drives, binding, etc.).
 - .1 To include number of copies, price / copy, courier slips, etc.
- .c Sub-consultant's invoice.

§ 4.5 Payment.

§ 4.5.1 The Consultant shall submit invoices to KCHA not more than once a month during the progress of the work or at the completion of individual Task Orders, for payment for work completed to the date of the invoice. The invoices shall be for work performed subsequent to that work covered by all previous invoices and shall be computed pursuant to the rates and limitations set forth above.

§ 4.5.2 Payment will be made to the Consultant within thirty (30) days after receipt and acceptance by KCHA of a correct invoice with all required documentation. At no time shall the total cumulative payments plus the cumulative amounts allowed, but withheld payments exceed the agreement amount multiplied by the percentage of the work actually accomplished. No payment shall be made for work performed prior to the date authorized for work to begin.

§ 4.5.3 Invoices (**Exhibit – F**) shall include the Contract number, Task Order number, the amount of the Task Order and the amount billed for the Task Order, the declining balance, and amount remaining on the issued Task Order. Invoices shall detail the work, hours, employee names, and job classifications for which payment is being requested and shall detail, with receipts attached, the actual expenses for which reimbursement is being requested. Invoices shall also contain the SOV and all sub-consultant invoices per Section § 4.4.1.

- .a Invoices shall be submitted to: einv@kcha.org**
Or
.b If unable to use email, please mail the invoice to:
King County Housing Authority
700 Andover Park West, Suite C
Tukwila, WA 98188
Attn: Capital Construction Admin Department

§ 4.6 Consultant's Records.

§ 4.6.1 The Consultant shall keep complete and accurate records in accordance with general accepted accounting practices all reimbursable costs and expenses for purposes of audit and property allocation of overhead expenses to this project.

§ 4.7 Performance Evaluation.

§ 4.7.1 After the Consultant has completed all work required under this Contract, a performance evaluation meeting may be held at the request of the Capital Construction Director or the Consultant.

ARTICLE 5: ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS

§ 5.1 All official notices under this Agreement shall be delivered to the following addresses (or such other address as either party may designate in writing):

Notices and Deliverable Materials shall be submitted to the following address:

- .a If KCHA:**
King County Housing Authority
Capital Construction Department
700 Andover Park West, Suite C
Tukwila, Washington 98188
Attn: Heath MacCoy, Senior Construction Project Manager
- .b If to the Consultant:**
Consultant's Name
Address
City, St Zip
Attn: Contact name, title

ARTICLE 6: CONSULTANT CONTRACT EEO REPORTING REQUIREMENTS

§ 6.1 The Consultant shall not discriminate against any employee or applicant for employment because of race, religion, creed, age, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry,

national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, age, color, sex, national origin, marital status, political ideology, ancestry, sexual orientation, gender identity, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

§ 6.2 The Consultant shall furnish to the KCHA, upon request and on such form as may be provided therefore, a report of the affirmative action taken by the Consultant in implementing the requirements of this section, and will permit access to the Consultant's records of employment, employment advertisements, application forms, other pertinent data and compliance with the requirements of this section.

§ 6.3 If, upon investigation, KCHA finds probable cause to believe that the Consultant has failed to comply with any of the requirements of this section, the Consultant shall be so notified in writing. The Capital Construction Director shall give the Consultant an opportunity to be heard, after ten (10) calendar days' notice. If the Capital Construction Director finds evidence of non-compliance, he/she may suspend the Agreement and/or withhold any funds due or to become due to the Consultant, pending compliance by the Consultant with the requirements of this section.

§ 6.4 Upon request by KCHA, the Consultant shall submit EEO Reports in the form specified by KCHA, detailing actual employment data for the Consultant(s) and for any and subcontractor(s) utilized for the Work.

§ 6.5 The Consultant, by executing this Agreement, is affirming that the Consultant complies with all applicable federal, state, and local non-discrimination laws, particularly all provisions of Executive Order 11246 of September 24, 1965 as described in full here <https://www.kcha.org/documents/347.pdf>. Any violation of the mandatory requirements of the provisions of this section shall be a material breach of Agreement for which the Consultant may be subject to damages and sanctions provided for the by the Agreement and by applicable law.

ARTICLE 7: EFFORTS TO USE WOMEN AND MINORITY ENTERPRISES

§ 7.1 General.

§ 7.1.1 KCHA encourages the use of Women and Minority Business Enterprises ("WMBEs") as sub-consultants and women and minority employees in all KCHA Agreements, and encourages outreach efforts to include women and minorities in employment, Contracting, and subcontracting opportunities.

§ 7.1.2 Outreach efforts may include the use of solicitation lists, advertisements in publications directed to minority communities, breaking down total requirements into smaller tasks or quantities where economically feasible, making other useful schedule and requirements modifications that are likely to assist small or WMBE businesses to complete, targeted recruitment efforts, and using the services of available minority community and public organizations to perform outreach.

§ 7.1.3 The Consultant shall ensure that all employees, particularly supervisors, are aware of, and adhere to their obligation to maintain a working environment free from discriminatory conduct, including but not limited to harassment and intimidation of minorities, women, or WMBE businesses.

§ 7.2 Non-Discrimination.

§ 7.2.1 The Consultant shall not create barriers to open and fair opportunities for WMBEs to participate in a KCHA Agreement and to obtain or complete for Agreements and Sub-Agreements as sources of supplies, equipment, construction and services.

§ 7.3 Sanctions for Violation.

§ 7.3.1 Any violation of the mandatory requirement of the provisions of this Agreement shall be a material breach of contract for which the Consultant may be subject to damages and sanctions provided for by the Agreement and applicable law.

ARTICLE 8: OTHER LEGAL REQUIREMENTS

§ 8.1 General Requirement.

§ 8.1.1 The Consultant, at no expense to KCHA, shall comply with all applicable laws of the United States and the State of Washington and with the rules, regulations and requirements of KCHA, and rules, regulations, orders, and directives of the officers thereof. Without limiting the generality of this paragraph, the Consultant shall specifically comply with the following requirements of this section.

§ 8.1.2 The General Conditions for Non-Construction Contracts – Section I will apply to this contract (**Exhibit – A**).

§ 8.2 Licenses and Similar Authorization.

§ 8.2.1 The Consultant, at no expense to KCHA, shall secure and maintain in full force and effect, during the term of this Agreement, all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof.

§ 8.3 Use of Recycled Content Paper.

§ 8.3.1 The Consultant shall use, whenever practicable, recycled content paper on all documents submitted to KCHA.

§ 8.4 American with Disabilities Act.

§ 8.4.1 The Consultant shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Agreement. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination, of this Agreement.

§ 8.5 Record Keeping.

§ 8.5.1 The Consultant shall maintain, for at least six (6) years after the expiration or termination of this Agreement, relevant records and information necessary to document all Consultant solicitations to sub-consultants and suppliers, all sub-consultant and supplier proposals received, and all sub-consultants and suppliers actually utilized under this Agreement. The Consultant shall keep complete and accurate records in accordance with general accepted accounting practices, including all reimbursable costs and expenses for purposes of audit and proper allocation of overhead expenses to this Agreement. KCHA shall have the right to inspect and copy such records.

ARTICLE 9: INSURANCE PROCEDURES

§ 9.1 The Consultant shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its employees, sub-consultants, agents and representatives, and anyone acting on its behalf. The cost of such insurance shall be borne by the Consultant. See KCHA Consultant Insurance Requirements, **Exhibit – G**.

ARTICLE 10: AUDIT

§ 10.1 Upon request, the Consultant shall permit KCHA and any other governmental agency involved in the funding of the Work (“Agency”), to inspect and audit all pertinent books and records of the Consultant, any sub-consultant, or any other person or entity that performed work in connection with or related to the Work, at any and all times deemed necessary by KCHA or Agency, including up to three (3) years after the final payment or release of withheld amounts has been made under this Agreement. Such inspection and audit shall occur in King County, Washington or other such reasonable location as KCHA or Agency selects. The Consultant shall supply KCHA with, or shall permit KCHA and/or Agency to make a copy of any books and records or any portion thereof. The Consultant shall ensure that such inspection, audit and copying right of KCHA and Agency is a condition of any sub-Agreement, Agreement or other arrangement under which any other person or entity is permitted to perform work under this Agreement.

ARTICLE 11: CONTRACTUAL RELATIONSHIP

§ 11.1 The relationship of the Consultant to KCHA, by reason of this Agreement, shall be that of an independent Contractor. This Agreement does not authorize the Consultant to act as the agent or legal representative of KCHA for any purpose whatsoever. The Consultant is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of KCHA or to bind KCHA in any manner or thing whatsoever.

ARTICLE 12: ASSIGNMENT AND SUBCONTRACTING

§ 12.1 The Consultant shall not assign or subcontract any of its obligations under this Agreement without KCHA's written consent, which may be granted or withheld at KCHA's sole discretion. Any subcontract made by the Consultant shall incorporate, by reference, all the terms of this Agreement. The Consultant shall ensure that all sub-consultants comply with the obligations and requirements of the subcontract. KCHA's consent to any assignment or subcontract shall not release the Consultant from liability under this Agreement, or from any obligation to be performed under this Agreement, whether occurring before or after such consent, assignment, or subcontract.

ARTICLE 13: INDEMNIFICATION

§ 13.1 The Consultant hereby agrees to indemnify and hold harmless KCHA, its successors and assigns, directors, officials, officers, employees, Agents, partners and volunteers (all foregoing singly and collectively "Indemnities"), from and against any and all claims and losses, harm, costs, liabilities, damages and expenses including, but not limited to, reasonable attorneys' fees arising or resulting from such claims, the performance of the services, or the acts or omissions of the Consultant, its successors and assigns, employees, and agents of each of the foregoing, or anyone acting on the Consultant's behalf in connection with this Contract or its performance; PROVIDED, however, that the Consultant shall not be required to so indemnify any such Indemnitees against liability for damages caused by or resulting from the sole negligence of Indemnitees; PROVIDED FURTHER that if such damages are caused by or result from the concurrent negligence of the Indemnitees and the Consultant or anyone acting on the Consultant's behalf, then the Consultant's indemnity hereunder shall be limited to the extent of the negligence of the Consultant, its successors and assigns, et al.

§ 13.2 The foregoing indemnity is specifically and expressly intended to constitute waiver of the Consultant's immunity under Washington's Industrial Act, RCW Title 51, and that this waiver has been specifically negotiated and agreed upon by the parties.

§ 13.3 The Consultant hereby agrees to require all its sub-consultants or anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this Contract to execute an indemnity clause identical to the preceding clause, specifically naming King County Housing Authority as Indemnitee, and failure to do so shall constitute a material breach of this Contract by the Consultant.

ARTICLE 14: INVOLVEMENT OF FORMER KCHA EMPLOYEES

§ 14.1 The Consultant shall ensure that no Work or matter related to the Work is performed by any person (employee, sub-consultant, or otherwise) who was a KCHA officer or employee within the past twelve (12) months.

ARTICLE 15: NO CONFLICT OF INTEREST

§ 15.1 The Consultant confirms that the Consultant does not have a business interest or a close family relationship with any KCHA officer or employee who was, is, or will be involved in the consultant selection, negotiation, drafting, signing, administration, or evaluating the Consultant's performance. As used in this section, the term "Consultant" shall include any employee of the Consultant who was, is, or will be involved in the negotiation, drafting, signing, administration, or performance of the Agreement. As used in this section, the term "close family relations" refers to the following: spouse or domestic partner; any dependent parent, parent-in-law, child, son-in-law, or daughter-in-law; or any parent, parent-in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a KCHA officer or employee.

ARTICLE 16: ERROR AND OMISSIONS / CORRECTIONS

§ 16.1 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement. The Consultant, without additional compensation, shall correct or revise any errors or omissions in the designs, drawings, specifications, and/or other Consultant services immediately upon notification by KCHA. The obligation provided for in this section with respect to any acts or omissions during the term of this Agreement shall survive any termination or expiration of this Agreement.

ARTICLE 17: INTELLECTUAL PROPERTY RIGHTS

§ 17.1 The Consultant hereby assigns to KCHA all rights in any invention, improvement, or discovery, together with all related information, including but not limited to, designs, specifications, data, patent rights and findings developed in connection with the performance of the Agreement or any subcontract hereunder. Notwithstanding the above, the Consultant does not convey to KCHA, nor does KCHA obtain, any right to any document or material utilized by the Consultant that was created or produced separate from this Agreement or was preexisting material (not already owned by KCHA), provided that the Consultant has clearly identified in writing such material as preexisting prior to commencement of the Work. To the extent that preexisting materials are incorporated into the Work, the Consultant grants KCHA an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display, and transfer the preexisting material, but only as an inseparable part of the Work.

§ 17.2 All materials and documents prepared by the Consultant in connection with the Work are instruments of service and the Consultant shall retain the copyright (including the right of reuse) whether or not the Work is completed. The Consultant grants to KCHA a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the Consultant for KCHA under this Agreement. If requested by KCHA, a copy of all drawing, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs and other storage facilities), software programs or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials which are developed solely for, and paid for by, KCHA in connection with the performance of the Work, shall be promptly delivered to KCHA.

§ 17.3 KCHA may make and retain copies of such documents for its information and reference in connection with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by KCHA, or others, on extensions of the project, or on any other project.

ARTICLE 18: CONFIDENTIALITY

§ 18.1 The parties agree that they will not permit the duplication or disclosure of any information designated in advance by the other party as "Confidential and Proprietary" to any person (other than its own employee, agent, or representative who must have such information for the performance of that party's obligations hereunder) unless such duplication, use or disclosure is specifically authorized in writing by the other party or is required by law. "Confidential and Proprietary" information does not include ideas, concepts, know-how or techniques related to information that, at the time of disclosure, is in the public domain unless the entry of that information into the public domain is a result of any breach of this Agreement. Likewise, "Confidential and Proprietary" information does not apply to information that is independently developed, already possessed without obligation of confidentiality, or rightfully obtained from a third party without an obligation of confidentiality.

ARTICLE 19: ASSIGNMENTS

§ 19.1 The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, without the express written consent of KCHA, which consent shall not be unreasonably withheld. If, during the term of this Agreement, any such individual leaves the Consultant's employment, the Consultant shall present to KCHA one or more individual(s) with greater or equal qualifications as a replacement, subject to KCHA's approval, which shall not be unreasonably withheld. KCHA approval shall not be construed to release the Consultant from its obligations under this Agreement.

ARTICLE 20: DISPUTES

§ 20.1 Any dispute or misunderstanding that may arise under this Agreement concerning the Consultant's performance shall first be resolved through amicable negotiations, if possible, between the Consultant's Project Manager and KCHA's Project Manager, or if necessary, shall be referred to the Director of Capital Construction, and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, the parties may pursue other legal means to resolve such disputes, including but not limited to alternate dispute resolution processes.

ARTICLE 21: TERMINATION

§ 21.1 For Cause.

§ 21.1.1 KCHA may terminate this Agreement if the Consultant is in material breach of any of the terms of this Agreement, and such breach has not been corrected to KCHA's reasonable satisfaction in a timely manner.

§ 21.2 For Reasons Beyond Control of Parties.

§ 21.2.1 Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as but not limited to an act of nature; war or warlike operation; Terrorist attacks; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulations or control.

§ 21.3 For KCHA's Convenience.

§ 21.3.1 KCHA may terminate this Agreement at any time, without cause and for any reason including KCHA's convenience, upon written notice to the Consultant.

§ 21.4 Notice.

§ 21.4.1 Notice of termination pursuant to this section shall be given by the party terminating this Agreement to the other not less than five (5) business days prior to the effective date of termination.

§ 21.5 Actions Upon Termination.

§ 21.5.1 In the event of termination not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to termination; together with any reimbursable expenses then due, but in no event shall such compensation exceed the maximum compensation to be paid under the Agreement. The Consultant agrees that this payment shall fully and adequately compensate the Consultant and all sub-consultants for all profits, costs, expenses, losses, liabilities, damages, taxes, and charges of any kind whatsoever (whether foreseen or unforeseen) attributable to the termination of this Agreement.

§ 21.5.2 Upon termination for any reason, the Consultant shall provide KCHA with the most current design documents, Agreement documents, writings and other product it has completed to the date of termination, along with copies of all project-related correspondence and similar items. KCHA shall have the same rights to use these materials as if termination had not occurred; provided, however, that KCHA shall indemnify and hold the Consultant harmless from any claims, losses or damages to the extent caused by modifications made by KCHA to the Consultant's work product.

ARTICLE 22: MISCELLANEOUS PROVISIONS

§ 22.1 Amendments.

§ 22.1.1 No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.

§ 22.2 Binding Agreement.

§ 22.2.1 This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors, and assigns.

§ 22.3 Applicable Law / Venue.

§ 22.3.1 This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court of King County.

§ 22.4 Remedies Cumulative.

§ 22.4.1 Rights under this Agreement are cumulative and nonexclusive of any other remedy at law or in equity.

§ 22.5 Captions.

§ 22.5.1 The titles of sections are for convenience only and do not define or limit the contents.

§ 22.6 Waiver.

§ 22.6.1 No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by KCHA of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by KCHA of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by KCHA, in writing.

§ 22.7 Entire Agreement.

§ 22.7.1 This document, along with any exhibits and attachments, constitutes the entire Agreement between the parties with respect to the Work. No verbal Agreement or conversation between any officer, agent, associate or employee of KCHA and any officer, agency, employee or associate of the Consultant prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in this Agreement.

§ 22.8 Negotiated Agreement.

§ 22.8.1 The parties acknowledge that this is a negotiated Agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

§ 23 Enumeration of Contract Documents.

§ 23.1 This Agreement is comprised of the following documents whether attached to this Contract document or inferred by URL link:

- .1 King County Housing Authority Term Contract
- .2 **Exhibit – A** General Conditions for Non-Construction Contract HUD Form 5370-C
- .3 RFQ
- .4 Consultant's Submittal
- .5 **Exhibit – D** Hourly Rates (Fee Schedule)
- .6 **Exhibit – E** Cost Proposal (Sample)
- .7 **Exhibit – F** Invoice with SOV (Sample)
- .8 **Exhibit – G** KCHA Consultant Insurance Requirements

Title	Issuance Date	Pages	Exhibit
RFQ Table of Contents			Exhibit B

Title	Submittal Due Date	Pages	Exhibit
Submittal Table of Contents			Exhibit C

FOR INFORMATION ONLY



IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained herein, or attached and incorporated and made a part hereof, the parties have executed this Agreement by having their representatives affix their signatures below.

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

KING COUNTY HOUSING AUTHORITY

CONSULTANT'S NAME

SIGNATURE

SIGNATURE

PRINT NAME

PRINT NAME

TITLE

TITLE

DATE SIGNED

DATE SIGNED

FOR INFORMATION ONLY