



Special Board Meeting Agenda

Regular meetings 3rd Thursday every month

March 12, 2026 : Thursday 5:45 - 6:45pm Meeting Location: Seattle City Hall, rm L280 <i>Please wear a mask.</i> Online option: https://seattle.webex.com/seattle/j.php?MTID=mbd809efc732765889405b07136c499c1		
Reference Materials for this meeting: - Today's Agenda - Resolution 1 - Resolution 2 - Resolution 3		
5:45pm (2min)	Call to Order Review & Approve Agenda <i>Items for Approval: Today's Agenda</i>	ChrisTiana (Chair)
5:47pm (10 min)	Public Testimony	
5:57pm (20 min)	Agenda Item A (Adopting Seattle Housing Authority Procurement Policies) • Staff Presentation on Agenda Item A & B <i>Items for Approval: Resolution 2026-01</i>	James Mayton
6:17pm (5min)	Agenda Item B (Interlocal Agreement with Seattle Housing Authority) <i>Items for Approval: Resolution 2026-02</i>	
6:22pm (15min)	Agenda Item C (Public Record Act Policy) • Presentation from Van Ness Feldman <i>Items for Approval: Resolution 2026-03</i>	Van Ness Feldman
6:37pm (5min)	Reminders & Announcements	ChrisTiana

6:42pm	Adjourn	ChrisTiana

Seattle Social Housing Developer

Resolution 2026-01

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SEATTLE SOCIAL HOUSING DEVELOPER PROVIDING FOR THE PROCUREMENT OF MATERIALS, SUPPLIES, AND PERFORMANCE OF WORK AND SERVICES

The Board of Directors (“Board”) of the Seattle Social Housing Developer (“SSHD”), in Public Session, does hereby find and declare:

WHEREAS, the SSHD is a public development authority organized and operating pursuant to the laws of the State of Washington; and

WHEREAS, the SSHD desires to conduct all purchasing in accordance with the applicable laws of the State of Washington; and

WHEREAS, the SSHD is a small agency with only seven employees with immediate needs to procure materials, supplies, and services; and

WHEREAS, the Seattle Housing Authority (“SHA”) is a public body corporate and politic organized and operating pursuant to the laws of the State of Washington; and

WHEREAS, the SHA Board of Commissioners has adopted policies and procedures governing the procurement of materials, supplies, and services that are in full force and effect; and

WHEREAS, the SSHD desires to adopt the SHA’s procurement policies and procedures until such time as the SSHD may develop such policies of its own; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Seattle Social Housing Developer as follows:

Section 1. Procurement Policy Adopted. The Procurement Policy of the SHA, attached hereto as Exhibit A, is incorporated by reference and hereby adopted by the SSHD.

Section 2. Procurement Procedures Adopted. The Procurement Policy of the SHA, attached hereto as Exhibit B, is incorporated by reference and hereby adopted by the SSHD.

Section 3. Effective Date. This resolution, including the Procurement Policy attached hereto as Exhibit A and the Procurement Procedures attached hereto as Exhibit B, is effective immediately upon its adoption.

ADOPTED by the Board of Directors of the Seattle Social Housing Developer at a regular meeting held on March 12, 2026.

ChrisTiana ObeySumner, Chair

SSHD Board of Directors

ATTEST:

Leah Salerno, Secretary

SSHD Board of Directors

EXHIBIT A



Procurement Policy

Rod Brandon
Executive Director

Jared Cummer
Chief Financial Officer

Miki Naganuma
Deputy Director of Procurement and Contracts

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Table of Contents

1. INTRODUCTION	1
2. GENERAL PROVISIONS	1
3. ETHICS IN PUBLIC CONTRACTING	3
4. PROCUREMENT PLANNING	5
5. PROCUREMENT METHODS	6
6. INDEPENDENT COST ESTIMATE (ICE)	11
7. COST AND PRICE ANALYSIS (CPA)	11
8. SOLICITATION AND ADVERTISING	12
9. BONDING REQUIREMENTS	15
10. CONTRACTOR QUALIFICATIONS AND DUTIES	16
11. CONTRACT PRICING ARRANGEMENTS	17
12. CONTRACT CLAUSES	18
13. CONTRACT ADMINISTRATION	18
14. SPECIFICATIONS	18
15. APPEALS AND REMEDIES	19
16. ASSISTANCE TO SMALL AND OTHER BUSINESSES	19
17. DELEGATION OF CONTRACTING AUTHORITY	20
18. DOCUMENTATION	21
19. DISPOSITION OF SURPLUS PROPERTY	22
20. FUNDING AVAILABILITY	22

1. INTRODUCTION

- 1.1. General. Established for the Housing Authority of the City of Seattle (“SHA” or “Agency”) by Action of the SHA Board of Commissioners (“Board”) on November 20, 2023, this Procurement Policy (“Policy”) complies with the Annual Contributions Contract (“ACC”) between SHA and the United States Department of Housing and Urban Development (HUD), Federal Regulations at 2 CFR §200.317 *et seq.*, and applicable State and Local laws.
- 1.2. Self-Certification of Policy to HUD. The certification of compliance in Section 1.1 above is intended to constitute a self-certification of compliance in accordance with 2 CFR 200.325(c)(2). The Board further authorizes the Executive Director of SHA to submit this Policy to HUD or to self-certify this Policy to HUD at any time or upon HUD’s request.

2. GENERAL PROVISIONS

2.1. General. SHA shall:

- 2.1.1. Provide for a procurement system of quality and integrity;
- 2.1.2. Provide for the fair and equitable treatment of all persons and firms involved in purchasing by SHA;
- 2.1.3. Ensure that supplies and services (including construction) are procured efficiently, effectively, and at the most favorable and valuable prices available to SHA;
- 2.1.4. Promote competition in contracting; and
- 2.1.5. Assure that SHA purchasing actions are in full compliance with applicable Federal standards, HUD regulations, State, and local laws.

- 2.2. Application. This Policy applies to all procurement actions of SHA, regardless of the source of funds, except as noted under “exclusions” below. However, nothing in this Policy prevents SHA from complying with the terms and conditions of any grant, contract, gift or bequest that is otherwise consistent with the law. When both HUD and non-Federal grant funds are used for a project, the work to be accomplished with the funds should be separately identified prior to procurement so that appropriate requirements can be applied, if necessary. If it is not possible

or practical to separate the funds, HUD procurement regulations shall be applied to the total project. If funds and work can be separated and work can be completed by a new contract, then regulations applicable to the source of funding may be followed.

2.3. Definitions.

2.3.1. “A/E” or “A/E Services” means professional services rendered by any person, other than as an employee of SHA, contracting to perform activities within the scope of the general definition of professional practice in chapters 18.08, 18.43, or 18.96 RCW.

2.3.2. “Contracting Officer” means the Executive Director or the person(s) designated in writing by the Executive Director to administer this Policy or portions thereof, develop procedures to effectuate this Policy or portions of this Policy, or the authority to contract and act as the authorized agent of SHA in all dealings with Contractors.

2.3.3. “Contractor” means the person or entity entering into the contract with SHA to perform the services or provide the goods required under the contract documents.

2.3.4. “Micro Purchase Threshold” means the federal Micro Purchase Threshold, which is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1. The federal Micro Purchase threshold is periodically adjusted for inflation. All such adjustments are applicable to this Policy as soon as the adjustment takes effect, without need of an amendment to this Policy to effectuate the same.

2.3.5. “Procurement” means and includes the procuring, purchasing, leasing, or renting of: (1) goods, supplies, equipment, and materials, (2) construction and maintenance; consultant services, (3) A/E Services, (4) social services, and (5) other services.

2.3.6. “Simplified Acquisition Threshold” means the federal Simplified Acquisition Threshold, which is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1. The federal Simplified Acquisition Threshold is periodically adjusted for inflation. All such adjustments are applicable to this Policy as soon as the adjustment takes effect, without need of an amendment to this Policy to effectuate the same

2.4. Exclusions. This policy does not govern administrative fees earned under the Section 8 voucher program (now referred to as the Housing Choice Voucher Program [HCV]), the award of vouchers under the HCV Program, the execution

of landlord Housing Assistance Payments contracts under that program, or nonprogram income, e.g., fee-for-service revenue under 24 CFR §990. These excluded areas are subject to applicable State and local requirements.

2.4.1. *Exclusions from this policy:* The following are not governed by this Policy:

2.4.1.1. Real Estate Purchase, Sale, and Lease Transactions. (Surveys, appraisals, environmental site assessments, and financing analyses are considered consultant services and are governed by this Policy);

2.4.1.2. Loan transactions and documents;

2.4.1.3. Sub-recipient or sub-grantee agreements and related change orders;

2.4.1.4. Employment contracts;

2.4.1.5. Award of housing vouchers to non-profit agencies (awards must nonetheless comply with applicable laws and regulations);

2.4.1.6. Housing Assistance Payment contracts (HAP contracts and awards of HAP contracts must nonetheless comply with applicable laws and regulations).

2.5. Changes in Laws and Regulations. In the event an applicable law or regulation is modified or eliminated, or a new law or regulation is adopted, the revised law or regulation, to the extent inconsistent with this Policy, automatically supersedes this Policy.

2.6. Public Access to Procurement Information. Most procurement information that is not proprietary is a matter of public record and is available to the public to the extent provided under applicable law.

2.7. Non-Federal Funding. Projects funded solely with non-federal funds must follow these procurement policies whenever possible. For non-federally funded projects, to the extent allowable under applicable State and local law, SHA reserves the right to waive certain policies in cases where it is deemed necessary or appropriate to meet critical milestones or deadlines and when in the best interest of SHA and its mission.

2.8. Amendment. This Policy may only be amended through resolution and approval by the Board.

3. ETHICS IN PUBLIC CONTRACTING

- 3.1. General. SHA establishes this code of conduct regarding procurement issues and actions and shall implement a system of sanctions for violations. This code of conduct is consistent with applicable Federal, State, and local law.
- 3.2. Conflicts of Interest. No employee, officer, Board member, agent, or appointee to any decision-making body of SHA is entitled to participate directly or indirectly in the selection, award, or administration of any contract if a conflict of interest, either real or apparent, would be involved. This type of conflict would be when one of the persons listed below has a financial interest, personal involvement, or any other type of interest in a firm competing for the award:
- 3.2.1. An employee, officer, Board member, agent, or appointee to any decision-making body of SHA involved in making the award;
- 3.2.2. His/her relative (including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister);
- 3.2.3. His/her partner; or
- 3.2.4. An organization which employs or is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.
- 3.3. Gratuities, Kickbacks, and Use of Confidential Information. No officer, employee, Board member, agent, or appointee to any decision-making body of SHA is entitled to ask for or accept gratuities, favors, or items of more than nominal value (e.g. any gratuities, favors, or items that, in aggregate, have a monetary value in excess of \$50) from any contractor, potential contractor, or party to any subcontract. No officer, employee, Board member, agent, or appointee to any decision-making body of SHA is entitled to knowingly use confidential information for actual or anticipated personal gain.
- 3.4. Prohibition against Contingent Fees. Contractors wanting to do business with SHA must not hire a person to solicit or secure a contract for a commission, percentage, brokerage, or contingent fee, except for bona fide established commercial selling agencies.

3.5. Contracting with Former Agency Employees. For contracts that are subject to the requirements of the ACC, the following restrictions apply, unless waived by HUD:

3.5.1. Neither SHA nor any of its contractors or their subcontracts may enter into any contract, subcontract, or arrangement in which any of the following classes or people has an interest, direct or indirect, during his or her tenure or for one year thereafter:

3.5.1.1. Any present or former employee or officer of the governing body of SHA, or any member of the officer's immediate family. There is excepted from this prohibition any present or former tenant commissioner who does not serve on the governing body of a resident corporation, and who otherwise does not occupy a policymaking position with the resident corporation, SHA or a business entity;

3.5.1.2. Any employee of SHA who formulates policy or who influences decisions with respect to the project(s), or any member of the employee's immediate family, or the employee's partner;

3.5.1.3. Any public official, member of the local governing body, or State or local legislator, or any member of such individuals' immediate family, who exercises functions or responsibilities with respect to the project or SHA.

3.5.2. For purposes of this section, "immediate family member" means the spouse, mother, father, brother, sister, or child of a covered class member (whether related as a full blood relative, or as a "half" or "step" relative, e.g., a half-brother or stepchild).

4. PROCUREMENT PLANNING

4.1. General. Planning is essential to managing the procurement function properly. Hence, SHA shall periodically review its record of prior purchases, as well as future needs, to:

4.1.1. Find patterns of procurement actions that could be performed more efficiently or economically;

4.1.2. Maximize competition and competitive pricing among contracts and decrease SHA's procurement costs;

4.1.3. Reduce Agency administrative costs;

4.1.4. Ensure that supplies and services are obtained without any need for re-procurement (i.e., resolving bid protests); and

4.1.5. Minimize errors that occur when there is inadequate lead time.

Consideration should be given to storage, security, and handling requirements when planning the most appropriate purchasing actions.

5. PROCUREMENT METHODS

5.1. Petty Cash Purchases. Purchases under \$250 may be handled through the use of a petty cash account. Petty Cash Accounts may be established in an amount sufficient to cover small purchases made during a reasonable period, e.g., one month. For all Petty Cash Accounts, SHA shall ensure that security is maintained and only authorized individuals have access to the account. These accounts shall be reconciled and replenished periodically.

5.2. Small Purchase Procedures. For any amounts above the Petty Cash ceiling, but not exceeding the Simplified Acquisition Threshold, SHA is entitled to use small purchase procedures. Under small purchase procedures, SHA shall obtain a reasonable number of quotes; however, for purchases not exceeding the Micro Purchase Threshold, also known as Micro Purchases, only one quote is required provided the quote is considered reasonable. To the greatest extent feasible, and to promote competition, small purchases should be distributed among qualified sources. Quotations for Small Purchases (QSP), or quotes, may be obtained orally (either in person or by phone), by e-mail, in writing, or through e-procurement. Award shall be made to the responsive and responsible vendor that submits the lowest cost to SHA. If award is to be made for reasons other than lowest price, documentation substantiating selection for reasons other than lowest price must be provided in the contract file. Procurements must not be split in order to avoid various dollar thresholds related to the solicitation and selection process (i.e., SHA shall not break down or unbundle requirements aggregating more than the Simplified Acquisition Threshold (or the Micro Purchase Threshold) into several purchases that are less than the applicable threshold merely to: (1) permit use of the small purchase procedures or (2) avoid any requirements that applies to purchases that exceed the Micro Purchase Threshold).

5.3. Sealed Bids. Sealed bidding, also known as Invitation for Bids (IFB) or Invitation to Bid (ITB), shall be used for all contracts that exceed the Simplified Acquisition Threshold and that are not competitive proposals or non-competitive proposals. Under sealed bids, SHA publicly solicits bids and awards a firm fixed-price contract (lump sum or unit price) to the responsive and responsible bidder whose bid, conforming with all the material terms and conditions of the IFB, is the lowest in price. Sealed bidding is the preferred method for procuring construction contracts that are expected to exceed the Simplified Acquisition Threshold.

5.3.1. *Conditions for Using Sealed Bids*. SHA should use the sealed bid method if the following conditions are present: a complete, adequate, and realistic statement of work, specification, or purchase description is available; two or more responsible bidders are willing and able to compete effectively for the work; the contract can be awarded based on a firm fixed price; and the selection of the successful bidder can be made principally on the basis of price.

5.3.2. *Solicitation and Receipt of Bids*. An IFB is issued which includes the specifications and all contractual terms and conditions applicable to the procurement, and a statement that award will be made to the lowest responsible and responsive bidder whose bid meets the requirements of the solicitation. The IFB must state the time and place for both receiving the bids and the public bid opening. All bids received will be secured and opened no sooner than the date and time advertised for bid opening.

5.3.3. *Bid Opening and Award*. Bids must be opened publicly. All bids received must be recorded on an abstract (tabulation) of bids, which will then be made available for public inspection. If equal low bids are received from responsible bidders, selection will be made by drawing lots or other similar random method, unless otherwise provided by law or stated in the IFB. If only one responsive bid is received from a responsible bidder, award shall not be made unless the price can be determined to be reasonable, based on a cost analysis.

5.3.4. *Mistakes in Bids*. Unless otherwise provided by applicable law, correction or withdrawal of bids is permitted, where appropriate, before bid opening by written notice – via letter or email or facsimile – received in the office designated in the IFB prior to the time set for bid opening. Unless otherwise provided by applicable law, after bid opening, corrections in bids is permitted only if the bidder can show by clear and convincing evidence (i) that a mistake of a nonjudgmental character was made, (ii) the nature of the mistake, and (iii) the bid price actually intended. A low bidder alleging a nonjudgmental mistake is permitted to withdraw its bid if the mistake is clearly evident on the

face of the bid document but the intended bid is unclear or the bidder submits convincing evidence that a mistake was made. All decisions to allow correction or withdrawal of a bid must be supported by a written determination signed by the Contracting Officer. After bid opening, changes in bid prices or other provisions of bids prejudicial to the interest of SHA or fair competition are not permitted.

5.4. Competitive Proposals. Unlike sealed bidding, the competitive proposal method, also known as Request for Proposals (RFP), permits: consideration of technical factors other than price; discussion with offerors concerning offers submitted; negotiation of contract price or estimated cost and other contract terms and conditions; revision of proposals before the final contractor selection; and the withdrawal of an offer at any time up until the point of award. Award is made to the proposal that is the most advantageous to SHA, considering price and other factors, e.g., technical expertise, past experience, quality of proposed staffing, etc.

5.4.1. *Conditions for Use*. Competitive proposals should generally be used only when conditions are not appropriate for the use of sealed bidding. Competitive proposals are the preferred method for procuring professional services that will exceed the Simplified Acquisition Threshold.

5.4.2. *Form of Solicitation*. Other than A/E services, developer-related services and energy performance contracting, competitive proposals shall be solicited through the issuance of an RFP. The RFP shall clearly identify the importance and relative value of each of the evaluation factors as well as any subfactors and price. A mechanism for fairly and thoroughly evaluating the technical and price proposals shall be established before the solicitation is issued. Proposals shall be handled so as to prevent disclosure of the number of offerors, identity of the offerors, and the contents of their proposals until after award. SHA may assign price a specific weight in the evaluation factors or SHA may consider price in conjunction with technical factors; in either case, the method for evaluating price shall be established in the RFP.

5.4.3. *Evaluation*. The proposals shall be evaluated only on the factors stated in the RFP. Generally, all RFPs shall be evaluated by an appropriately appointed evaluation committee. The members of the evaluation committee shall be required to disclose any potential conflicts of interest and to sign a Non-Disclosure statement. An Evaluation Report, summarizing the results of the evaluation, shall be prepared prior to award of a contract.

5.4.4. *Negotiations*. Negotiations shall be conducted with all offerors who submit a proposal determined to have a reasonable chance of being selected for award, unless it is determined that negotiations are not needed with any of

the offerors. This determination is based on the relative score of the proposals as they are evaluated and rated in accordance with the technical and price factors specified in the RFP. These offerors shall be treated fairly and equally with respect to any opportunity for negotiation and revision of their proposals. No offeror shall be given any information about any other offeror's proposal, and no offeror shall be assisted in bringing its proposal up to the level of any other proposal. A common deadline shall be established for receipt of proposal revisions based on negotiations.

- 5.4.4.1. Negotiations are exchanges (in either competitive or sole source environment) between SHA and offerors that are undertaken with the intent of allowing the offeror to revise its proposal. These negotiations may include bargaining. Bargaining includes persuasion, alteration of assumptions and positions, give-and-take, and may apply to price, schedule, technical requirements, type of contract or other terms of a proposed contract. When negotiations are conducted in a competitive acquisition, they take place after establishment of the competitive range and are called discussions.
- 5.4.4.2. Discussions are tailored to each offeror's proposal, and shall be conducted by the Contracting Officer with each offeror within the competitive range. The primary object of discussions is to maximize SHA's ability to obtain best value, based on the requirements and the evaluation factors set forth in the solicitation. The Contracting Officer shall indicate to, or discuss with, each offeror still being considered for award, significant weaknesses, deficiencies, and other aspects of its proposal (such as technical approach, past performance, and terms and conditions) that could, in the opinion of the Contracting Officer, be altered or explained to enhance materially the proposer's potential for award. The scope and extent of discussions are a matter of the Contracting Officer's judgment. The Contracting Officer may inform an offeror that its price is considered by SHA to be too high, or too low, and reveal the results of the analysis supporting that conclusion. It is also permissible to indicate to all offerors the cost or price that SHA's price analysis, market research, and other reviews have identified as reasonable. "Auctioning" (revealing one offeror's price in an attempt to get another offeror to lower their price) is prohibited.
- 5.4.5. *Award.* After evaluation of the revised proposals, if any, the contract shall be awarded to the responsible firm whose technical approach to the project, qualifications, price and any other factors considered, are most advantageous to SHA provided that the price is within the maximum total project budgeted amount established for the specific property or activity.

5.4.6. *A/E Services*. SHA shall contract for A/E services using Qualifications-based Selection (QBS) procedures, utilizing a Request for Qualifications (RFQ). Sealed bidding or small purchase procedures shall not be used for A/E solicitations. Under QBS procedures, competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. Price is not used as a selection factor under this method. If the parties cannot reach agreement on a fair and reasonable price and other material terms, SHA will terminate negotiations and proceed to engage in negotiations with the next-highest rated respondent based on technical factors, again with intentions to reach agreement on price and other material terms. This process continues until SHA and a responsible respondent reach agreement as to price and other material terms. Once SHA has terminated negotiations with a respondent due to failure to reach agreement as to price and other material terms, the parties are precluded from engaging in further or additional negotiations. QBS procedures shall not be used to purchase other types of services unless the Contracting Officer determines it is in the best interest of SHA to do so and determines it is permissible under applicable law.

5.5. Noncompetitive Proposals.

5.5.1. *Conditions for Use*. Procurement by noncompetitive proposals may be used only when the award of a contract is not feasible using small purchase procedures, sealed bids, cooperative purchasing, or competitive proposals, and if one of the following applies:

5.5.1.1. The item is available only from a single source, based on a good faith review of available sources;

5.5.1.2. An emergency exists that seriously threatens the public health, welfare, or safety, or endangers property, or would otherwise cause serious injury to SHA, as may arise by reason of a flood, earthquake, epidemic, riot, equipment failure, or similar event. In such cases, there must be an immediate and serious need for supplies, services, or construction such that the need cannot be met through any of the other procurement methods, and the emergency procurement shall be limited to those supplies, services, or construction necessary simply to meet the emergency;

5.5.1.3. HUD authorizes the use of noncompetitive proposals; or

5.5.1.4. After solicitation of a number of sources, competition is determined inadequate.

5.5.2. *Justification.* Each procurement based on noncompetitive proposals shall be supported by a written justification for the selection of this method. The justification shall be approved in writing by the responsible Contracting Officer. Poor planning or lack of planning is not justification for emergency or sole-source procurements.

5.5.3. *Price Reasonableness.* The reasonableness of the price for all procurements based on noncompetitive proposals shall be determined by performing a cost analysis, as described in this Policy.

5.6. Cooperative Purchasing/Intergovernmental Agreements. SHA may enter into State and/or local cooperative or intergovernmental agreements for the procurement or use of common or shared goods or services. SHA may use Federal or State excess and surplus property instead of purchasing new equipment and property if feasible and if it will result in a reduction of project costs.

6. INDEPENDENT COST ESTIMATE (ICE)

6.1. General. For all purchases above the Micro Purchase Threshold, SHA shall prepare an ICE prior to solicitation. The level of detail shall be commensurate with the cost and complexity of the item to be purchased.

7. COST AND PRICE ANALYSIS (CPA)

7.1. General. SHA shall require assurance that, before entering into a contract, the price is reasonable, in accordance with the following instructions.

7.1.1. *Petty Cash and Micro Purchases.* No formal cost or price analysis is required. Rather, the execution of a contract by the Contracting Officer (through a Purchase Order or other means) shall serve as the Contracting Officer's determination that the price obtained is reasonable, which may be based on the Contracting Officer's prior experience or other factors.

7.1.2. *Small Purchases.* A comparison with other offers shall generally be sufficient determination of the reasonableness of price and no further analysis

is required. If a reasonable number of quotes are not obtained to establish reasonableness through price competition, the Contracting Officer shall document price reasonableness through other means, such as prior purchases of this nature, catalog prices, the Contracting Officer's personal knowledge at the time of purchase, comparison to the ICE, or any other reasonable basis.

7.1.3. *Sealed Bids*. The presence of adequate competition should generally be sufficient to establish price reasonableness. Where sufficient bids are not received, and when the bid received is substantially more than the ICE, and where SHA cannot reasonably determine price reasonableness, SHA must conduct a cost analysis, consistent with federal guidelines, to ensure that the price paid is reasonable.

7.1.4. *Competitive Proposals*. The presence of adequate competition should generally be sufficient to establish price reasonableness. Where sufficient proposals are not received, SHA must compare the price with the ICE. For competitive proposals where prices cannot be easily compared among offerors, where there is not adequate competition, or where the price is substantially greater than the ICE, SHA must conduct a cost analysis, consistent with Federal guidelines, to ensure that the price paid is reasonable.

7.1.5. *Contract Modifications*. A cost analysis, consistent with federal guidelines, shall be conducted for all contract modifications for projects that were procured through Sealed Bids, Competitive Proposals, or Non-Competitive Proposals, or for projects originally procured through Small Purchase procedures and the amount of the contract modification will result in a total contract price in excess of the Simplified Acquisition Threshold.

8. SOLICITATION AND ADVERTISING

8.1. Method of Solicitation

8.1.1. *Petty Cash and Micro Purchases*. SHA may contact only one source if the price is considered reasonable.

8.1.2. *Small Purchases*. Quotes may be solicited orally, through e-mail, EProcurement, or by any other reasonable method permitted by applicable law.

8.1.3. *Sealed Bids and Competitive Proposals*. Solicitation must be done publicly. SHA is entitled to use any legally permissible solicitation methods, provided that the method employed provides for meaningful competition, including, without limitation, the following:.

8.1.3.1. Advertising in newspapers or other print mediums of local or general circulations.

8.1.3.2. Advertising in various trade journals or publications (for construction).

8.1.3.3. E-Procurement. SHA may conduct its public procurements through the Internet using e-procurement systems. However, all e-procurements must otherwise be in compliance with 2 CFR §200.317 *et seq.*, State and local requirements, and SHA's procurement policy.

8.2. Time Frame. For purchases of more than Simplified Acquisition Threshold, the public notice should run not less than once each week for two consecutive weeks.

8.3. Form. Notices/advertisements should state, at a minimum, the place, date, and time that the bids or proposals are due, the solicitation number, a contact that can provide a copy of, and information about, the solicitation, and a brief description of the needed items.

8.4. Time Period for Submission of Bids. A minimum of 30 days shall generally be provided for preparation and submission of sealed bids and 15 days for competitive proposals. However, the Deputy Director of Contracts and Procurement may allow for a shorter period under extraordinary circumstances.

8.5. Cancellation of Solicitations.

8.5.1. Solicitations may be cancelled before bids/offers are due if:

8.5.1.1. The supplies, services or construction is no longer required;

8.5.1.2. SHA can no longer reasonably expect to fund the procurement;

8.5.1.3. Proposed amendments to the solicitation are of such magnitude that a new solicitation would be desirable; or

8.5.1.4. Other reasons deemed in the best interest of SHA as determined in its sole discretion.

8.5.2. A solicitation may be cancelled and all bids or proposals that have already been received may be rejected if:

8.5.2.1. The supplies, services, or construction are no longer required;

8.5.2.2. Ambiguous or otherwise inadequate specifications were part of the solicitation;

8.5.2.3. All factors of significance to SHA were not considered;

8.5.2.4. Prices exceed available funds and it would not be appropriate to adjust quantities to come within available funds;

8.5.2.5. There is reason to believe that bids or proposals may not have been independently determined in open competition, may have been collusive, or may have been submitted in bad faith; or

8.5.2.6. For other good cause when deemed in the best interest of SHA as determined in its sole discretion.

8.5.3. The reasons for cancellation shall be documented in the procurement file and the reasons for cancellation or rejection shall be provided upon request to any offeror solicited.

8.5.4. A notice of cancellation shall be sent to all bidders/offerors solicited and, if appropriate, shall explain that they will be given an opportunity to compete on any re-solicitation or future procurement of similar items.

8.5.5. If all otherwise acceptable bids received in response to an IFB are at unreasonable prices, an analysis should be conducted to see if there is a problem in either the specifications or SHA's cost estimate. If both are determined adequate, the Contracting Officer may cancel the solicitation and either:

8.5.5.1. Re-solicit using a new IFB with amendments as warranted; or

8.5.5.2. Re-solicit using the competitive proposal method. The Contracting Officer must determine, in writing, that such action is appropriate, must inform all bidders of SHA's intent to resolicit us the competitive proposal

method, and must give each bidder a reasonable opportunity to submit an offer in response to the new solicitation.

8.5.6. If problems are found with the specifications, SHA should cancel the solicitation, revise the specifications and re-solicit using an IFB.

8.6. Credit (or Purchasing) Cards. Credit card usage must follow the rules for all other small purchases. For example, the Contracting Officer may use a credit card for Micro Purchases without obtaining additional quotes provided the price is considered reasonable. However, for amounts above the Micro Purchase Threshold, the Contracting Officer needs to have obtained a reasonable number of quotes before purchasing via a credit card. When using credit cards, SHA shall adopt reasonable safeguards to assure that they are used only for intended purposes (for instance, limiting the types of purchases or the amount of purchases that are permitted with credit cards).

9. BONDING REQUIREMENTS

9.1. General. Except as noted below, the standards under this section apply to all construction contracts.

9.1.1. *Bid Bonds*. For construction contracts exceeding the Simplified Acquisition Threshold offerors shall be required to submit a bid guarantee from each bidder equivalent to 5% of the bid price.

9.1.2. *Payment and Performance Bonds*.

9.1.2.1. For contracts for work exceeding \$150,000, the successful bidder shall furnish an assurance of completion in the form of a performance and payment bond in a penal sum of 100% of the contract price; or

9.1.2.2. For contracts for work totaling \$150,000 or less, the successful bidder shall either (i) furnish an assurance of completion in the form of a performance and payment bond in a penal sum of 100% of the contract price, or (ii) require SHA to retain ten percent of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the department of revenue, the employment security department, and the department of labor and industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later.

- 9.1.2.3. For contract utilizing the limited public works roster under RCW 39.04.133, SHA is entitled to waive the requirement for payment and performance bonds.

10. CONTRACTOR QUALIFICATIONS AND DUTIES

10.1. Contractor Responsibility

- 10.1.1. SHA shall not award any contract until the prospective contractor, i.e., low responsive bidder, or successful offeror, has been determined to be responsible. A responsible bidder/offeror must:
- 10.1.1.1. Have adequate financial resources to perform the contract, or the ability to obtain them;
 - 10.1.1.2. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all of the bidder's/offeror's existing commercial and governmental business commitments;
 - 10.1.1.3. Have a satisfactory performance record;
 - 10.1.1.4. Have a satisfactory record of integrity and business ethics;
 - 10.1.1.5. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
 - 10.1.1.6. Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and,
 - 10.1.1.7. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- 10.1.2. The Contracting Officer shall determine whether a bidder/offeror is responsible prior to consideration of contract award in the case of sealed bids and small purchase procurements, and prior to the panel's evaluation of proposals in the case of competitive proposals.

10.1.3. If a prospective contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared and included in the official contract file, and the prospective contractor shall be advised of the reasons for the determination.

10.2. Suspension and Debarment. Contracts shall not be awarded to debarred, suspended, or ineligible contractors or contractors that are utilizing debarred, suspended or ineligible subcontractors. It is the contractor's responsibility to ensure that its subcontractors meet the above responsibility standards prior to contract bid opening. Contractors may be suspended, debarred, or determined to be ineligible by HUD in accordance with HUD regulations (24 CFR 24) or by other Federal agencies, e.g., Department of Labor for violation of labor regulations, when necessary to protect housing authorities in their business dealings.

10.3. Vendor Lists. All interested businesses shall be given the opportunity to be included on vendor mailing lists. Any lists of persons, firms, or products which are used in the purchase of supplies and services (including construction) shall be kept current and include enough sources to ensure competition.

11. CONTRACT PRICING ARRANGEMENTS

11.1. Contract Types. Any type of contract which is appropriate to the procurement and which will promote the best interests of SHA may be used, **provided the cost-plus-a-percentage-of-cost and percentage-of-construction-cost methods are not used**. All solicitations and contracts shall include the clauses and provisions necessary to define the rights and responsibilities of both the contractor and SHA. For all cost reimbursement contracts, SHA must include a written determination as to why no other contract type is suitable. Further, the contract must include a ceiling price that the contractor exceeds at its own risk.

11.2. Options. Options for additional quantities or performance periods may be included in contracts, provided that:

11.2.1. The option is contained in the solicitation;

11.2.2. The option is a unilateral right of SHA;

11.2.3. The contract states a limit on the additional quantities and the overall term of the contract;

- 11.2.4. The options are evaluated as part of the initial competition;
- 11.2.5. The contract states the period within which the options may be exercised;
- 11.2.6. The options may be exercised only at the price specified in or reasonably determinable from the contract; and
- 11.2.7. The options may be exercised only if determined to be more advantageous to SHA than conducting a new procurement.

12. CONTRACT CLAUSES

- 12.1. Contract Pricing Arrangements. All contracts shall identify the contract pricing arrangement as well as other pertinent terms and conditions, as determined by SHA.
- 12.2. Required Contract Clauses: SHA shall ensure that each contract executed by SHA contains any clauses required by applicable law, including, with respect to federally funded contracts, the contract clauses detailed within 2 CFR §200.

13. CONTRACT ADMINISTRATION

- 13.1. General. SHA shall maintain a system of contract administration designed to ensure that Contractors perform in accordance with their contracts. These systems shall provide for inspection of supplies, services, or construction, as well as monitoring contractor performance, status reporting on major projects including construction contracts, and similar matters. For cost reimbursement contracts, costs are allowable only to the extent that they are consistent with the cost principles in FAR Subpart 31.2.

14. SPECIFICATIONS

- 14.1. General. All specifications shall be drafted so as to promote overall economy for the purpose intended and to encourage competition in satisfying

SHA's needs. Specifications shall be reviewed prior to issuing any solicitation to ensure that they are not unduly restrictive or represent unnecessary or duplicative items. Function or performance specifications are preferred. Detailed product specifications shall be avoided whenever possible. Consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase. For equipment purchases, a lease versus purchase analysis should be performed to determine the most economical form of procurement.

14.2. Limitation. The following types of specifications shall be avoided:

14.2.1. Geographic restrictions not mandated or encouraged by applicable Federal law (except for A/E contracts, which may include geographic location as a selection factor if adequate competition is available);

14.2.2. Unnecessary bonding or experience requirements;

14.2.3. Brand name specifications (unless the specifications list the minimum essential characteristics and standards to which the item must conform to satisfy its intended use). Nothing in this procurement policy shall preempt any State licensing laws. Specifications shall be reviewed to ensure that organizational conflicts of interest do not occur.

15. APPEALS AND REMEDIES

15.1. General. It is Agency policy to resolve all contractual issues informally and without litigation. Disputes will not be referred to HUD unless all administrative remedies have been exhausted. When appropriate, a mediator may be used to help resolve differences.

15.2. Protests. Protests of contract solicitations and awards are permissible but must strictly comply with SHA's Procedures for Disputes, Protests, and Appeals, as such procedures may be amended from time to time.

16. ASSISTANCE TO SMALL AND OTHER BUSINESSES

16.1. Required Efforts. Consistent with Presidential Executive Orders 11625, 12138, and 12432, and Section 3 of the Housing and Urban Development Act of

1968, SHA shall take all necessary affirmative steps to ensure that small and minority-owned businesses, women's business enterprises, and other individuals or firms located in or owned in substantial part by persons residing in the area of SHA's public housing developments are used when possible. Such efforts shall include, but shall not be limited to:

- 16.1.1. Including such firms, when qualified, on solicitation mailing lists;
 - 16.1.2. Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;
 - 16.1.3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
 - 16.1.4. Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
 - 16.1.5. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
 - 16.1.6. Including in all contracts funded with federal funds, all provisions and attachments required by Section 3 of the Housing and Urban Development Act of 1968, as amended; and
 - 16.1.7. Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.
- 16.2. SHA is entitled to periodically establish goals for participation by small businesses, minority-owned businesses, women-owned business enterprises, labor surplus area businesses, and Section 3 business concerns in Agency prime contracts and subcontracting opportunities.

17. DELEGATION OF CONTRACTING AUTHORITY

- 17.1. Delegation. Except as may be prohibited by applicable law, the Board appoints and delegates all procurement authority to the Executive Director, and the Executive Director is responsible for ensuring that any procurement policies and procedures adopted in accordance with this Policy are appropriate for SHA. While the Executive Director is responsible for ensuring that SHA's procurements

comply with this Policy, the Executive Director is entitled to delegate in writing all procurement authority as is necessary and appropriate to conduct the business of SHA.

- 17.2. Procedures. Further, and in accordance with this delegation of authority, the Executive Director shall, where necessary, establish operational procedures to implement this Policy.

18. DOCUMENTATION

- 18.1. Required Records. SHA must maintain records sufficient to detail the significant history of each procurement action. These records shall include, but shall not necessarily be limited to, the following:

- 18.1.1. Rationale for the method of procurement (if not self-evident);
- 18.1.2. Rationale of contract pricing arrangement (also if not self-evident);
- 18.1.3. Reason for accepting or rejecting the bids or offers;
- 18.1.4. Basis for the contract price;
- 18.1.5. A copy of the contract documents awarded or issued and signed by the Contracting Officer;
- 18.1.6. Basis for contract modifications; and
- 18.1.7. Related contract administration actions.

- 18.2. Level of Documentation. The level of documentation should be commensurate with the value of the procurement.

- 18.3. Record Retention. Records are to be retained for a period of three years after final payment and all matters pertaining to the contract are closed, or for such longer period as may be required by applicable law.

19. DISPOSITION OF SURPLUS PROPERTY

- 19.1. General. Property no longer necessary for SHA's purposes (non-real property) shall be transferred, sold, or disposed of in accordance with applicable Federal, state, and local laws and regulations.

20. FUNDING AVAILABILITY

- 20.1. General. Before initiating any contract, SHA shall ensure that there are sufficient funds available to cover the anticipated cost of the contract or modification.

EXHIBIT B



Procurement Procedures

Rod Brandon
Executive Director

Jared Cummer
Chief Financial Officer

Diana Peterson
Procurement and Contracts Manager

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- I. **PROCUREMENT PROCEDURE IMPLEMENTATION AND AMENDMENT**
- II. **AUTHORITY AND APPROVAL PROCESSES**
- III. **PROCEDURES FOR DETERMINING ELIGIBILITY TO CONTRACT WITH SHA**
- IV. **PROCEDURES FOR CONSULTANT AND OTHER SERVICES**
- V. **PROCEDURES FOR CONSTRUCTION AND MAINTENANCE**
- VI. **PROCEDURES FOR GOODS, SUPPLIES, EQUIPMENT AND MATERIALS**
- VII. **DIRECT PAYMENTS LIST**
- VIII. **OTHER PROCUREMENT PROCEDURES**
- IX. **PROCEDURES FOR COMPANY CARDS**
- X. **PROCEDURES FOR DISPUTES, PROTESTS, AND APPEALS**

SEATTLE HOUSING AUTHORITY

PROCUREMENT PROCEDURE IMPLEMENTATION AND AMENDMENT

The following outlines the processes for implementing and amending procedures in support of [SHA's Procurement Policy](#) (the "Policy")¹.

1. **General.** The Policy authorizes and directs the Executive Director to establish operational procedures to implement the Policy, and empowers the Executive Director to delegate in writing any procurement authority as is necessary and appropriate to conduct the business of SHA. To that end, the Executive Director delegates to each of the Chief Financial Officer and the Procurement and Contracts Manager the power and authority to implement appropriate procurement procedures that are consistent with the Policy. At least once each calendar year, the Chief Financial Officer shall submit to the Executive Director any new procedures or amendments to existing procedures implemented by the Chief Financial Officer and the Procurement and Contracts Manager for the Executive Director's review and comment. The Executive Director is entitled to require any changes to procedures and to reject any previously implemented procedures at his/her sole and absolute discretion.
2. **No Conflict with Policy.** In the event of any conflict between the terms of any procedures implemented in accordance with Section 1 above and the terms of the Policy, the terms of the Policy control.

¹ The Policy is available on SHA website <https://www.seattlehousing.org/>, on the DO BUSINESS WITH US page, under FORMS AND POLICIES.

SEATTLE HOUSING AUTHORITY

AUTHORITY AND APPROVAL PROCESSES

These procedures for authority and approval are established for the Seattle Housing Authority (“SHA”) in support of SHA’s Procurement Policy and in accordance with applicable laws and regulations.

1. Expenditure Authority

- 1.010 General
- 1.020 Documents Authorized to Sign
- 1.030 Executive Director
- 1.040 Department Directors
- 1.050 Managers, Supervisors, and Staff Delegated Expenditure Authority
- 1.060 Purchasing Card Holders
- 1.070 Invoice Payment Authorization

2. Internal SHA Review of Contracts

- 2.010 Expenditure Authority Amounts
- 2.020 Review by Budget Section
- 2.030 Review by General Counsel

3. Contracting Authority

- 3.010 General
- 3.020 Signature Authorization
- 3.030 Procurement-Related Documents
- 3.040 Non-Procurement-Related Documents

4. Contract Duration

- 4.010 General Policy
- 4.020 Length of Contracts
- 4.030 Contract Extensions

5. Ensuring Reasonable Costs

- 5.010 Purpose and Definitions
- 5.020 Thresholds for Application
- 5.030 Independent Cost Estimates
- 5.040 Price Analysis
- 5.050 Cost Analysis
- 5.060 Specific Situations

1. Expenditure Authority

1.010 General

Expenditure Authority refers to the delegation of responsibility to various SHA employees to recommend, commit, and expend SHA financial resources up to a particular dollar limit, for a cost center or business unit over which the employee has jurisdiction and control. Expenditure Authority does not include authority to execute contracts or agreements on behalf of SHA (see Section 3: Contracting Authority). Expenditure Authorization is required for access to Enterprise One and Inspyrus. Expenditure Authority includes the following responsibilities:

- a. To make project and programmatic decisions.
- b. To recommend entering into a contract, executing a Change Order, or approving a Purchase Requisition.
- c. To approve for payment expenditures on the Direct Payments list (items not subject to competition).
- d. To carefully read and review applicable documents for accuracy and appropriateness.
- e. To coordinate actions with other SHA employees and outside parties as may be appropriate.
- f. To work with the Budget Office to ensure that adequate funds have been budgeted and are available for the proposed expenditure.
- g. To conduct a Cost Analysis or Price Analysis demonstrating that the proposed price of a contract or Change Order is reasonable (see Section 5, Ensuring Reasonable Costs, for more information).
- h. To act diligently in placing a priority on protecting SHA's financial and other interests.
- i. To comply with SHA's Procurement Policy and Procurement Procedures, including requirements related to ethical behavior.

1.020 Documents Authorized to Sign

An employee with Expenditure Authority shall have the authority to approve and sign the following, up to the dollar amount authorized to them by the Executive Director or the Chief Financial Officer:

- a. Purchase Requisitions: Purchase requisitions must be approved by an employee with Expenditure Authority consistent with the estimated dollar value of the proposed purchase. Approval of a purchase requisition may be in the form of a signature on a purchase requisition form or electronically through Enterprise One financial management system.
- b. Recommendations for Approval of Contracts: All proposed contracts must be accompanied by a signed recommendation to the Procurement and Contracts Manager from an employee with an Expenditure Authority amount consistent with the amount of the contract.
- c. Recommendations for Approval of Change Orders: All proposed Change Orders must be accompanied by a recommendation in writing or electronically to the Procurement and Contracts Manager from an employee with an Expenditure Authority amount consistent with the amount of the Change Order. Employees shall not deliberately split Change Orders in order to stay within their Expenditure Authority amount.
- d. Recommendations for Release of Solicitations: All solicitations, including both formal RFCPs, RFPs, RFQs, ITBs and other such documents, and informal solicitations for goods or services, must be approved in writing or electronically by the Procurement and Contracts Manager before such solicitation is advertised or otherwise distributed to contractors, consultants, or vendors, except that informal solicitations of quotes for goods and supplies shall not require the approval of the Procurement and Contracts Manager. All recommendations to the Procurement and Contracts Manager for release of any solicitation must either be in writing or electronically through PMWeb or the Enterprise One financial management system, approved by an individual with Expenditure Authority for the estimated cost of the solicitation, or by the applicable Department Director. The Procurement and Contracts Manager shall review the recommendation and shall, if appropriate, approve the release of the solicitation. The Procurement and Contracts Manager may, on an exception basis, authorize the release of certain solicitations without his/her prior review. The Executive Director or his/her designee shall develop procedures and/or routing forms as may be appropriate to facilitate these approvals.
- e. Recommendations for Selections and Awards: All recommendations must be in writing for selection of contractors, consultants, vendors, or other service providers subject to the Procurement Policy and Procedures and be signed by an individual with Expenditure Authority for the estimated or actual award amount. The Procurement and Contracts Manager shall review the recommendation and, if appropriate, approve the selection or award the contract, except that all recommendations to the Procurement and Contracts Manager for non-competitive selections and awards must be in writing and signed by the Department Director, the Chief Financial Officer, or the Executive Director (subject to Expenditure Authority limits).

- f. Authorization for Expenditures for Direct Payments: Authorization to pay for items listed on the Direct Payments list must be signed by an employee with Expenditure Authority in an amount consistent with the amount of the proposed payment.
- g. Purchasing Card Payments: In submitting a monthly Purchasing Card statement to the Purchasing division for payment, in addition to the approval signature of the Purchasing Card Holder, the statement must also be approved by the employee's supervisor, who is automatically authorized to review and approve expenditures for a subordinate's Purchasing Card.

1.030 Executive Director

- a. Responsibilities: The Executive Director shall be responsible for providing oversight and management of all expenditures for the agency.
- b. Expenditure Authority Limit: Only the Executive Director may authorize SHA commitments and expenditures of more than \$500,000.
- c. Delegation to SHA Staff: In order to facilitate efficient procurement activities, the Executive Director is entitled to delegate Expenditure Authority to appropriate SHA staff based on the position responsibilities, duties, and authority of the staff. The Executive Director has delegated the final approval authority for expenditure limits to the Chief Financial Officer. Upon recommendation of a Department Director, the Chief Financial Officer may delegate Expenditure Authority appropriate to the duties and authority of the position, but not to exceed \$50,000. Such delegation shall be in writing with the approval signature of the Chief Financial Officer. All changes in Expenditure Authority amounts, whether temporary, if longer than one week, or permanent, must also be approved in writing by the Chief Financial Officer. The Executive Director will be notified in writing of all delegations of Expenditure Authority made by the Chief Financial Officer on a quarterly basis. The Board of Commissioners shall be notified in writing of all delegations of Expenditure Authority by the Executive Director or Chief Financial Officer on an annual basis.
- d. Purchasing/Corporate Card Delegation: The Executive Director is authorized to delegate Expenditure Authority to certain employees through the use of an SHA credit card (Purchasing/Corporate Card). The Executive Director has delegated the final approval authority for expenditure limits to the Chief Financial Officer. Upon recommendation of a Department Director, the Chief Financial Officer may authorize the issuance of a Purchasing/Corporate Card to employees.

1.040 Department Directors

- a. Expenditure Authority Limit: Department Directors may approve financial commitments and authorize expenditures up to \$50,000 without written concurrence of the Executive Director. The Chief Financial Officer may approve financial commitments and authorize expenditures up to \$500,000 without written concurrence of the Executive Director. Department Directors and Chief Financial Officer are expected to exercise prudent care in the financial management of their department, ensuring compliance with the department's annual budget, protecting the financial and other interests of SHA, and ensuring proper coordination with the Executive Director and other Department Directors in authorizing the expenditure of SHA money.
- b. Travel, Training, Temporary Help: All requests and authorizations for actual expenditures for travel, training, or temporary help, must be approved by the Department Director. Requests or authorizations above \$50,000 (the Expenditure Authority limit of Department Directors) must be approved by the Chief Financial Officer up to \$500,000 and the Executive Director for any over \$500,000.
- c. Non-Competitive Selections: Subject to the \$50,000 Expenditure Authority limit, all non-competitive selection recommendations (emergency, sole source, proprietary, single response to a solicitation, etc.) must be approved by the Department Director and the Procurement and Contracts Manager. Those over \$50,000 and up to \$500,000 must be approved by the Department Director, Chief Financial Officer, and Procurement and Contracts Manager. Over \$500,000 the Executive Director's approval is needed.
- d. Cancellation of Expenditure Authority: A Department Director may cancel the Expenditure Authority granted to an employee in the Director's department without approval from the Executive Director based on a change of job duties, abuse or mismanagement of Expenditure Authority by the employee, or other reasons sufficient for the Department Director. Such cancellation and reasons must be in writing to the Procurement and Contracts Manager and the Chief Financial Officer. The Chief Financial Officer can cancel the Expenditure Authority granted to any employee, except the Executive Director, for abuse or mismanagement. Such cancellation and the reason for the cancellation must be in writing to the employee's Department Director and the Procurement and Contracts Manager.
- e. Purchasing/Corporate Card Limits: A Department Director may recommend in writing to the Procurement and Contracts Manager, Credit Card Program Manager or Chief Financial Officer a change in an employee's Purchasing Card transaction limits.
- f. Purchasing/Corporate Card Cancellation: A Department Director may cancel the Purchasing/Corporate Card of an employee in their department by providing written notice and reasons of such a request to the Procurement and Contracts

Manager or Credit Card Program Manager. The Chief Financial Officer can cancel the Purchasing/Corporate Card of any employee, except the Executive Director, for abuse or mismanagement. Such cancellation and the reason for the cancellation must be in writing to the employee's Department Director and the Procurement and Contracts Manager.

- g. Authority of Acting Department Director: In the absence of a Department Director, the Deputy Department Director, or Acting Department Director (In the absence of a Deputy) shall have \$50,000 of Expenditure Authority, subject to the following: The Department Director has appointed the individual as the acting Department Director in writing. In the event that a Department Director is unable to issue such a notification, the Chief Financial Officer may authorize up to \$50,000 of Expenditure Authority to an acting Department Director. In the absence of the Chief Financial Officer, the Deputy for Finance and Administration, assumes the role of the Chief Financial Officer.

1.050 Managers, Supervisors, and Staff Delegated Expenditure Authority

- a. Expenditure Authority Limit: Except as otherwise noted in the Policy or these procedures, SHA staff with Expenditure Authority may make recommendations, approve financial commitments, and authorize expenditures up to his/her Expenditure Authority amount approved in writing by the Chief Financial Officer, without the signature of his/her supervisor, Department Director, or Chief Financial Officer. Staff who have Expenditure Authority are expected to comply fully with the Policy and all applicable procedures and exercise prudent care in the financial management of the budgets for which they are responsible, protecting the financial and other interests of SHA, and ensuring proper coordination with their Department Director and other appropriate personnel within the agency, as appropriate.
- b. Transfer to Another Position: The Expenditure Authority for a manager or supervisor shall be valid only while the employee is in the position for which the Expenditure Authority was originally granted. If the employee transfers to a different position where Expenditure Authority is required, the Chief Financial, upon the recommendation of the Department Director, must re-authorize the Expenditure Authority for that employee.
- c. Cancellation of Expenditure Authority: For abuse or mismanagement of Expenditure Authority or other sufficient reasons, the Department Director may cancel an employee's Expenditure Authority by submitting such cancellation notification in writing to the Procurement and Contracts Manager and the Chief Financial Officer with an explanation for the reasons thereof.
- d. Acting Managers or Supervisors: In the event that an individual is appointed as an acting manager or supervisor, either during the limited absence of the manager or supervisor or for a longer-term assignment, any Expenditure Authority of the

permanent manager or supervisor shall not be automatically transferred to the acting manager or supervisor. An acting manager or supervisor requiring Expenditure Authority must be formally delegated with that authority by the Department Director and the Chief Financial Officer.

- e. Unauthorized Spending Reimbursement: When SHA funds are inappropriately used for non-agency authorized activities, an employee must reimburse SHA at the employee's earliest convenience within six months. Employee's reimbursement plan must be incorporated into an agreed upon discipline plan by the employee, Supervisor of the employee, Department Director and HR.

Supervisor of the employee is responsible for coordinating with Procurement division about the reimbursement plan. Procurement division will act as a liaison between the Supervisor and the Accounts Receivables team and is responsible for tracking the reimbursement progress and attaching supporting documents to the employee's reconciliation package to confirm that SHA receives all payments owed.

1.060 Purchasing Card Holders

- a. Expenditure Authority Limit: All Purchasing Card Holders shall automatically be delegated with Expenditure Authority up to at least the amount of their per-transaction limit for use of the Purchasing Card. By separate action, the Chief Financial Officer may authorize some Purchasing Card Holders to have a higher Expenditure Authority amount.
- b. Supervisors of Purchasing Card Holders: Supervisors of Purchasing Card Holders who are required to review and sign their approval of an employee's Purchasing/Corporate Card statement are authorized to do so even if they have not specifically been delegated with Expenditure Authority. By separate action, a Department Director and the Chief Financial Officer may authorize some supervisors of Purchasing/Corporate Card Holders to have an Expenditure Authority amount through the normal process.

1.070 Invoice Payment Authorization

- a. Department Directors Responsibilities: Expenditure Authority authorizes an employee to approve invoices for payment on a previously authorized contract, Change Order, or Purchase Order.
- b. Employee Responsibilities: In signing and approving an invoice for payment on a previously authorized contract, Change Order, or Purchase Order, an employee verifies that the work being approved for payment was satisfactorily performed or the goods received, that the amount approved for payment is consistent with the

terms of the contract or Purchase Order, that adequate funds remain in the contract or Purchase Order, and authorizes that a check be issued for payment of the invoice amount.

2. Internal SHA Review of Contracts

2.010 Expenditure Authority Amounts

Employees with Expenditure Authority amounts less than or equal to the amount of a proposed action are authorized to make recommendations for various procurement-related actions without approval from a manager, supervisor, or Department Director. However, a Department Director may establish internal departmental procedures that require additional reviews and approvals. In making such a recommendation, an employee has a responsibility to ensure that he/she has appropriately coordinated the proposed action with other affected staff and outside agencies, and that he/she has determined there is adequate funding available for the proposed action.

2.020 Review by Budget Section

Procurement-related actions or expenditures estimated to cost \$5,000 or more must be routed to the Budget Office in the Finance & Administration Department for review and approval as to budget availability prior to approval by the Procurement and Contracts Manager.

2.030 Review by General Counsel

Department Directors, Project Managers, and the Procurement and Contracts Manager shall consult with the General Counsel's office whenever procurement-related actions are unique, particularly large, costly, complex, or may have legal, political, or public relations implications.

3. Contracting Authority

3.010 General

The Executive Director finds that it is in the best interests of SHA to delegate contracting authority to the Procurement and Contracts Manager in order to ensure quality control and expedite the approval process for procurement-related actions.

3.020 Signature Authorization

- a. Procurement and Contracts Manager Authorization: The Procurement and Contracts Manager is authorized to sign all procurement-related documents up to \$1,000,000 on behalf of SHA upon the recommendation of an employee with Expenditure Authority for the dollar amount of the procurement-related action, and upon approval of the Budget Office as required by the Policy and applicable Procurement Procedures. Procurement-related documents with dollar amounts above \$1,000,000 must be signed by the Executive Director.
- b. Buyer Authorization: Buyers in the Purchasing Division are authorized to issue and sign Purchase Orders on behalf of SHA upon the receipt of a Purchase Requisition approved by the Budget Office.
- c. Back-up Authorization: In the absence of the Procurement and Contracts Manager, the Chief Financial Officer (or the Deputy for Finance and Administration or the acting Director of Finance & Administration) shall be authorized to sign the procurement-related documents described in these procedures for authority and approval.
- d. Determination by the Chief Financial Officer: If necessary, the Chief Financial Officer shall make the final decision whether a particular document is procurement-related or non-procurement related.

3.030 Procurement-Related Documents

The following is a non-exclusive list of the procurement-related documents that the Procurement and Contracts Manager is authorized to sign on behalf of SHA:

- a. Approval to release solicitations
- b. Selection approvals and award notices
- c. Construction contracts
- d. Consultant and professional services contracts
- e. A&E Consultant contracts
- f. Agency Service Agreements
- g. Change Orders
- h. Purchase Requisitions and Purchase Orders

3.040 Non-Procurement-Related Documents

The following is a non-exclusive list of the non-procurement-related documents that shall not be signed by the Procurement and Contracts Manager, but by the Executive Director:

- a. Real estate transactions
- b. Loan documents
- c. Limited partnership agreements
- d. Sub-recipient or sub-grantee agreements and related change orders
- e. Employment contracts
- f. Award of housing or other vouchers to non-profit agencies
- g. Housing Assistance Payment contract

4. Contract Duration

4.010 General Policy

- a. Competition: As a government agency and stewards of the public's money, SHA acknowledges the importance of competition to ensure that it receives the best quality of goods and services at the most competitive prices. SHA also acknowledges the importance of spreading public contracting opportunities to the larger business community.
- b. Efficiency: SHA acknowledges that longer-term contracts are often beneficial to both the business community and SHA in that they reduce costs necessary to conduct frequent solicitation processes, enable the business community to gain a proficiency and knowledge in meeting SHA's needs, and afford economies of financial return for the business community.
- c. Fairness: In order to ensure fairness and meet the expectations of the business community, the length of any contract shall be limited to the time specified in the advertised solicitation. SHA shall generally not extend a contract beyond the advertised period, except for good and sufficient reasons as may be approved by the Procurement and Contracts Manager.

4.020 Length of Contracts

Recognizing the general policy outlined in these procedures for authority and approval, and acknowledging the difficulty of developing a standard contract length that is appropriate for all types of contracts, the following shall govern the length of SHA contracts:

- a. Generally, a supply or service contract shall be established for one year, with an option to extend the contract for up to four additional one-year periods. The decision on the length of a contract shall be determined on a case-by-case basis, provided that the Procurement and Contracts Manager approves the contract length.
- b. Solicitation documents and contracts shall include language about the anticipated length of a particular procurement.

4.030 Contract Extensions

- a. Options Generally: Options for additional periods may be included in contracts, provided that:
 - A. The option is contained in the solicitation;
 - B. The option is a unilateral right of SHA;
 - C. The contract states a limit on the overall term of the contract;
 - D. The option is evaluated as part of the initial competition;
 - E. The contract states the period within which the options may be exercised;
 - F. The options may be exercised only at the price specified in or reasonably determinable from the contract; and
 - G. The options may be exercised only if determined to be more advantageous to SHA than conducting a new procurement.
- b. Available Funds: Contracts may be extended beyond the advertised or specified contract term if sufficient, previously obligated funds remain available in the contract budget.

5. Ensuring Reasonable Costs

5.010 Purpose and Definitions

General: As a public agency accountable to both the public and governmental funding agencies, SHA is committed to ensuring that the costs paid for obtaining necessary goods and services are reasonable and that SHA's interests are adequately protected.

Independent Cost Estimate: An estimate of the anticipated costs of a contract or Change Order prepared by SHA staff or other independent party to assist SHA in evaluating the reasonableness of costs proposed by a contractor, consultant, or vendor.

Price Analysis: A written review and evaluation of competitive prices received by SHA to determine whether the proposed price of a contractor is reasonable when compared with prices provided by others in the market.

Cost Analysis: A written review and evaluation of whether the proposed cost of a contract, Purchase Order, or Change Order, not based on competitive prices received, is reasonable.

5.020 Thresholds for Application

The requirements of written Independent Cost Estimates, Cost Analysis, or Price Analysis shall apply if the estimated or actual dollar amount of the contract or Change Order equals or exceeds \$10,000. SHA staff is nevertheless expected to exercise prudent and conservative judgment in evaluating the reasonableness of a proposed expenditure of less than the applicable threshold. The Procurement and Contracts Manager or the Chief Financial Officer may require the completion of an Independent Cost Estimate, Cost Analysis, or Price Analysis on procurements valued at less than the required threshold if either determines the procurement warrants it.

Direct Payments: Transactions defined on Direct Payments list of SHA Procurement Procedures, based on the nature of the transactions, are exempt from the requirements for conducting Independent Cost Estimates, Cost Analysis, or Price Analysis.

5.030 Independent Cost Estimates

Purpose: The purpose of developing an Independent Cost Estimate is to assist SHA in evaluating:

- a. The reasonableness of prices obtained through competition where price *was* used as a selection criterion, or

- b. The reasonableness of prices proposed through a selection process where price *was not* used as a selection criterion.

When Required: Before soliciting bids or proposals, or prior to starting contract negotiations after making a selection based on a Request for Qualifications process, SHA staff must develop an independent estimate of costs.

Independence of Estimate: The Independent Cost Estimate may be prepared by qualified SHA staff or by an independent consultant engaged for the purpose of preparing such an estimate.

5.040 Price Analysis

Purpose: The purpose of a Price Analysis is to ensure that the price that SHA will be paying is reasonable based on competition in the market.

When Required: A Price Analysis is performed when SHA staff compares prices submitted as part of a competitive selection process. When price *is* used as the only selection criterion and competition exists, SHA must, prior to award of a contract, evaluate the price proposed for acquiring goods and services against responses received from competing firms. One of the most common uses of Price Analysis occurs when comparing bids received for a construction project.

5.050 Cost Analysis

Purpose: The purpose of the Cost Analysis is to ensure that the proposed price is reasonable, and shall include an analysis of individual components of the cost.

When Required: When price *is not* used as the only selection criterion, SHA must, prior to award of a contract or execution of a Change Order, conduct a Cost Analysis.

The following situations require that a Cost Analysis be performed:

- a. Sole source selections.
- b. Emergency selections (The Procurement and Contracts Manager may waive preparation of a Cost Analysis for an emergency).
- c. Single response to a solicitation.
- d. Contracts based on a Request for Qualifications (A & E contracts and development partners).
- e. Change orders or other modifications that change the contract amount.

- f. Contracts based on Formal (ITB, RFP, RFCP) or Informal Solicitations where price is one of the evaluation criteria.

Level of Specificity: In evaluating the reasonableness of a particular cost, SHA staff with the necessary experience and knowledge should conduct the Cost Analysis. In documenting such an analysis, there must be a level of specificity and independence appropriate to the contract or Change Order under review that describes what was analyzed.

Breakdown of Costs Required: For any contract or Change Order subject to a Cost Analysis, SHA must require that the contractor/consultant submit to SHA a cost breakdown of their price.

The Contractor/Consultant Cost Breakdown can be a valuable tool for SHA in evaluating the factors that make up the proposed price and in determining whether those prices are reasonable.

5.060 Specific Situations

Extent of Analysis: The requirements for ensuring reasonable costs in contracting apply to all SHA procurement activities (goods, supplies, construction, consultant, services), including changes to contracts. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation. Thus, there is some degree in which each analysis is treated on a case-by-case basis depending on the size, nature, and complexity of the contract or Change Order.

Federal Cost Principles: For federally funded projects, the costs or prices based on estimated costs for contracts under Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-federal entity under 2 CFR 200 Subpart E.

Cost Practices Prohibited: "The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used."¹

Time-and-Materials Contracts:² A time-and-materials contract may be used only:

- a. After a determination that no other contract payment type is suitable, and
- b. If the contract includes a ceiling price that the contractor exceeds at its own risk.

Time and material type contract means a contract whose cost to SHA is the sum of:

¹ 2 CFR §200.324(d)

² 2 CFR §200.318(j)(1) - §200.318(j)(2)

- a. The actual cost of materials; and
- b. Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

This calculation generates an open-ended contract price which provides no incentive to the contractor for cost control or labor efficiency. Each time and material contract must, therefore, set a ceiling price that the contractor exceeds at its own risk. Further, in awarding such a contract, the contract must provide a high degree of oversight to assure that the contractor is using efficient methods and effective cost controls.

PROCEDURES FOR DETERMINING ELIGIBILITY TO CONTRACT WITH SHA

These procedures for determining eligibility to contract with SHA are established for the Seattle Housing Authority (“SHA”) in support of SHA’s Procurement Policy and in accordance with applicable laws and regulations.

1. Debarment Status Review

Prior to an award of a contract, and prior to renewal of a contract for goods or services of multi-year contracts, the Purchasing Division shall ensure that the proposed business has not been debarred, or otherwise declared ineligible by an applicable regulatory agency. The following non-exclusive list of sources shall be reviewed when required:

- a. U.S. General Services Administration’s “List of Parties Excluded From Federal Procurement and Nonprocurement Programs”
- b. U.S. Department of Housing and Urban Development’s “Limited Denial of Participation” List
- c. State of Washington, Department of Labor and Industries list of debarred contractors for prevailing wage violations (only required on construction projects)

Contracts for goods or services are subject to the regulations at 2 CFR §180.220(b)(1) if the amount of the contract is expected to equal or exceed \$25,000.

2. Compliance with IRS Regulations

Prior to making payment to a business, the Purchasing Division shall ensure that SHA receives from the business (if not already on file), a W-9 or W-9 substitute form.

3. Performance Evaluation Program

SHA has a system to evaluate the performance of contractors and consultants doing business with SHA on its construction and consultant projects. Ratings on previous contracts from such a performance evaluation program may be used in determining whether a business is responsible and capable of performing proposed work, and may also provide a mechanism for debarring businesses from contracting with SHA. The Procurement and Contracts Manager is responsible for developing procedures for department staff to use in completing the performance evaluations.

4. Contractor Qualification Requirements

SHA may develop as part of construction bidding documents, specific and objective qualification requirements for the contractor or subcontractors that may be used in evaluating whether a contractor is a responsible bidder capable of performing the proposed work.

SEATTLE HOUSING AUTHORITY

PROCEDURES FOR CONSULTANT AND OTHER SERVICES

These procedures for the purchase of consultant and other services are established for the Seattle Housing Authority (“SHA”) in support of SHA’s Procurement Policy and in accordance with applicable laws and regulations.

1. General

2. Consultant and Other Services - \$250,000 or Less

- 2.010 Department Responsibilities
- 2.020 Purchasing Division Responsibilities
- 2.030 Informal Solicitations - General
- 2.040 Informal Solicitation Requirements

3. Consultant and Other Services Over \$250,000

- 3.010 Department Responsibilities
- 3.020 Purchasing Division Responsibilities
- 3.030 Solicitation Requirements

4. Evaluation Criteria and Award

- 4.010 Evaluation Criteria
- 4.020 Evaluation and Award

1. General

These procedures outline SHA's: (1) informal procurement procedures for selecting consultants and other service providers for contracts valued at \$250,000.00 or less; and (2) procedures for selecting consultants and other service providers for contracts valued at more than \$250,000.00.¹

Federal Funding		Non-Federal Funding	
Consultant (non-A/E)			
Dollar Limit		Dollar Limit	
\$10,000 or less	May solicit 1 firm and select if price is reasonable. (MRSC Rosters optional)	\$25,000 or less	Purchasing Division will issue PO or Contract to the Department Selected Vendor.
\$10,001-\$250,000	Solicit a minimum of 3 or more firms. (MRSC Rosters optional)	\$25,001-\$250,000	Solicit a minimum of 3 or more firms. (MRSC Rosters optional)
Over \$250,000	Formally advertised.	Over \$250,000	Formally advertised.
Consultant (A/E)			
Dollar Limit		Dollar Limit	
\$250,000 or less	Solicit a minimum of 3 or more firms using MRSC Rosters under A/E categories. Note: If the department elects NOT to use the Roster, it must follow the formal solicitation procedure and formally advertise.	\$250,000 or less	Solicit a minimum of 3 or more firms using MRSC Rosters under A/E categories. Note: If the department elects NOT to use the Roster, it must follow the formal solicitation procedure and formally advertise.
Over \$250,000	Formally advertised.	Over \$250,000	Formally advertised.

¹ According to SHA Procurement Policy, Section 2.7, projects funded solely with non-federal funds, "to the extent allowable under applicable State and local law, SHA reserves the right to waive certain policies in cases where it is deemed necessary or appropriate to meet critical milestones or deadlines and when in the best interest of SHA and its mission".

2. Consultant and Other Services - \$250,000 or Less

2.010 Department Responsibilities:

- a. Department Directors are responsible for ensuring that Project Managers develop and write the following for a proposed informal solicitation:
 - A. Sufficiently detailed, clear, and accurate scope of work.²
 - B. Evaluation criteria, including weighting of each criterion.³
 - C. List of items to be submitted with the proposal.
- b. For contracts greater than \$10,000, Department Directors shall ensure that an Independent Cost Estimate is developed for the consultant services sought prior to receipt of any proposals. See SHA Authority and Approval Process, Section 5, Ensuring Reasonable Costs.
- c. Department Directors are responsible for administering the solicitation process, including but not limited to distribution of the solicitation materials to the consultants, issuing addenda, and receiving and evaluating proposals.
- d. Department Directors are responsible for appointing an evaluation panel of at least three qualified members (including one person designated as the chair) to review and rate proposals received. Upon request from the Department Director, the Procurement and Contracts Manager may approve an alternate method for appointment of the evaluation panel. Generally, it is in SHA's best interests for SHA staff to hold the majority position on panels that include non-SHA members.
- e. Department Directors are responsible for preparing the recommendation for selection and negotiating the contract with the successful consultant.
- f. Department Directors are responsible for administering the contract, including issuing payments and change orders.

2.020 Purchasing Division Responsibilities:

- a. Establish procedures and standard informal solicitation and contract documents to be used throughout SHA.
- b. Review each informal solicitation before it is sent to consultants to ensure

² 2 CFR §200.319(d): "The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations: (1) incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured."

³ 2 CFR §200.319(d)(2): Procurement procedures will ensure that all solicitations "identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals."

consistency with the established requirements.

- c. Administer various contract requirements or activities as applicable, including but not limited to verifying eligibility to do business with SHA, encumbrance of contract funds, insurance, and social equity requirements.
- d. Review and decide on any protests and/or appeals to the solicitation process.

2.030 Informal Solicitations - General:

- a. Informal Solicitation Threshold

An informal solicitation may be used only for those Consultant services that will cost \$250,000 or less over the life of the contract (including change orders).⁴ Based on selection through an informal solicitation process, no contract may be awarded where the contract amount exceeds \$250,000, and payments during the life of the contract may not exceed \$250,000. In the event that additional services are required under a contract that was based on an informal solicitation, such that the amount of payments would exceed \$250,000, a competitive selection process must be conducted for those additional services and a contract executed.

- b. When to Use Informal Solicitation Process

While procurements of \$250,000 or less may be conducted under less formal selection procedures, competition, including the use of price as one of the evaluation criteria, represents good public policy, and is required for all Consultant services more than \$10,000 for federally funded projects and more than \$25,000 for non-federally funded projects, unless it is an A/E consultant service in which case, price may not be used as an evaluation criteria, regardless of price. The MRSC Rosters by Municipal Research and Services Center ("MRSC") is another informal solicitation tool available to departments. The listing of roster consultants is accessible through MRSC website. In using the Roster, departments must rotate through the list to the extent possible to facilitate equitable distribution of the opportunities among the roster consultants.

- c. For A/E Services

Consistent with State law, RCW 39.80, when using an informal solicitation process for A/E services, departments may only use the MRSC Rosters Program. If the department elects not to use the Roster, they must follow the formal solicitation procedures outlined in Section 3 below, regardless of dollar value.

- d. Solicitation opportunities for small contracts valued at \$10,000 or less for federally funded projects or \$25,000 or less for non-federally funded project shall be "equitably distribute[d]" among the consultants on MRSC Rosters Program.

⁴ The \$250,000 threshold is based on actual costs, not estimated costs.

2.040 Informal Solicitation Requirements:

- a. In order to ensure adequate and sufficient competition in obtaining consultant services, at least three consultants must be solicited.⁵ Under special circumstances and for good and sufficient reasons, the Procurement and Contracts Manager may approve solicitation of just two consultants.
- b. SHA provides opportunities to WMBE and Section 3 firms, when feasible.⁶ Where possible, WMBE and/or Section 3 firm shall be solicited for each informal solicitation.
- c. The requirements and responses relating to most informal solicitations should be communicated in writing between SHA and the consultants. Where the requirements are simple and the selection decision can be made solely on the basis of price, a more streamlined solicitation process may be used for communicating requirements and receiving responses orally instead of in writing.
- d. Informal solicitations should be available for review by consultants for a sufficient length of time to provide consultants with adequate time to prepare and submit proposals.
- e. Procurement Procedures shall outline requirements for receipt of proposals, including, but not limited to, addressing to whom proposals should be submitted, the means of solicitation and proposal submission (electronic, hard copy, or oral), and deadlines for submission.

3. Consultant and other Services over \$250,000

3.010 Department Responsibilities:

- a. Department Directors are responsible for ensuring that Project Managers develop and write the following for a RFP or RFQ:
 - Sufficiently detailed, clear, and accurate scope of work.⁷
 - Evaluation criteria, including weighting of each criterion.
 - List of items to be submitted with the proposal/submittal.
- b. Department Directors shall ensure that an Independent Cost Estimate is developed for the work prior to issuance of an RFP/RFQ.⁸

⁵ 2 CFR §200.320(a)(2)(i): "If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity."

⁶ 2 CFR §200.321..

⁷ 2 CFR §200.319(d): "The non-Federal entity must have written procedures for procurement transactions. These procedures will ensure that all solicitations: (1) incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured."

⁸ 2 CFR §200.324(a)

- c. Department Directors are responsible for appointing an evaluation panel of at least three qualified members (including one person designated as the chair) to review and rate proposals received. Generally, it is in SHA's best interest for SHA staff to hold the majority position on panels that include non-SHA members.

3.020 Purchasing Division Responsibilities:

- a. Establish standard RFP/RFQ documents to be used throughout SHA.
- b. Advertise the RFP/RFQ.
- c. Review and approve each RFP/RFQ before it is made available to consultants to ensure that it is clear, consistent with requirements, and promotes competition.
- d. Distribute the RFP/RFQ and addenda.
- e. Receive proposals submitted in response to RFPs and RFQs.
- f. Be eligible to serve as coordinator and facilitator of the evaluation panel.
- g. Review and decide on any protests and/or appeals to the solicitation process
- h. Prepare the Contract based on negotiations.
- i. Administer various contract requirements or activities as applicable, including but not limited to verifying eligibility to do business with SHA, encumbrance of contract funds, insurance, and social equity requirements.

3.030 Solicitation Requirements: the type of solicitation will depend on the scope of services to be performed and will either take the form of a Request for Proposal (RFP) or a Request for Qualification (RFQ) process.

- a. RFPs and RFQs will be publicly advertised in, but is not limited to, the Seattle Daily Journal of Commerce newspaper.⁹
- b. SHA encourages the use of WMBEs and Section 3 firms as consultants.¹⁰ Where possible, WMBE or Section 3 firm shall be solicited for each RFP/RFQ.
- c. RFPs and RFQs should be advertised and available for review by consultants for a sufficient length of time to provide consultants with adequate time to prepare and

⁹ 2 CFR §200.320(b)(2)(i): "Requests for proposals must be publicized..."

¹⁰ 2 CFR §200.321. See also SHA Policies On Diversity In Contracting.

submit proposals.

- d. The length of time shall be determined based on a number of factors, including but not limited to, the estimated dollar value of the work to be performed, the complexity of the work, the degree to which SHA is requesting consultants to develop a proposal or project approach versus merely providing information about qualifications, experience, and availability.
- e. Generally, it is expected that RFPs/RFQs will be advertised and available for review by consultants for 25 calendar days before proposals are due. However, dependent upon the particular procurement, the Procurement and Contracts Manager may determine that adequate competition and preparation and submission of proposals may be accomplished in a shorter period of time, and the 25 calendar day guideline may be adjusted appropriately.
- f. The Procurement and Contracts Manager Procurement and Contracts Manager, in consultation with the applicable Department Director, shall make the final decision on the length of time an RFP/RFQ is advertised.
- g. Procurement Procedures shall outline requirements for receipt of proposals,¹¹ including, but not limited to, addressing to whom proposals should be submitted, the means of solicitation and proposal submission (electronic or hard copy), and deadlines for submission.

4. Evaluation Criteria and Award

4.010 Evaluation Criteria:

- a. Price:
 - For non A/E Services: Price shall be used as an evaluation criterion.¹²
 - For A/E Services: Price may not be used as an evaluation criterion.
- b. Experience: Experience of the consultant, expertise and qualifications of staff to be used, along with availability to perform the services and other factors may also be used as evaluation criteria.
- c. Geographic Location:
 - For non A/E Services: The geographic location of Consultants submitting

¹¹ 2 CFR §200.320(b)(2)(i): "Any response to publicized requests for proposals must be considered to the maximum extent practical."

¹² 2 CFR §200.320(b)(2)(iii): "Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-federal entity, with price and other factors considered;" 2 CFR §200.320(a)(2)(i): "If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources"

proposals may not be used as an evaluation criterion.¹³

- For A/E Services: The geographic location of A/E Consultants submitting qualifications may be used as an evaluation criterion provided that “its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.”¹⁴

4.020 Evaluation and Award:

- a. Evaluation criteria and the relative weight of each criterion shall be included in the informal solicitation or RFP/RFQ.¹⁵
- b. The evaluation panel appointed by the Department Director shall evaluate proposals received based only on the established criteria and upon the proposal submitted.¹⁶
- c. Generally, the highest ranking consultant shall be selected.
- d. SHA shall enter into negotiations with the highest ranked consultant in an effort to execute a Contract.¹⁷ In the event that negotiations are unsuccessful, SHA may proceed to negotiate with the next highest ranked Consultant.
- e. Department Directors shall ensure that an adequate and sufficient Cost Analysis or Price Analysis is conducted that demonstrates the reasonableness of the proposed contract amount (see SHA Authority and Approval Process, Section 5, Ensuring Reasonable Costs for further information).¹⁸
- f. Contracts based on an informal solicitation shall normally be either based on a fixed-price, cost reimbursement,¹⁹ or unit price model. The form of contract to be used shall either be the standard contract or roster contract/work order boilerplate.

Contracts based on an RFP/RFQ shall normally be either based on a fixed-price

¹³ 2 CFR §200.319(c): “The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws.”

¹⁴ 2 CFR §200.319(c)

¹⁵ 2 CFR §200.320(b)(2)(i): “Requests for proposals must be publicized and identify all evaluation factors and their relative importance.”

¹⁶ 2 CFR §200.320(b)(2)(ii): “The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections.”

¹⁷ 2 CFR §200.320(b)(2)(iii): “Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity.”

¹⁸ 2 CFR §200.324(a)

¹⁹ 2 CFR §200.320(b)(2): “...either a fixed-price or cost-reimbursement type contract is awarded.” This regulation is technically not applicable to an informal solicitation but it provides good guidance.

or a cost-reimbursement model.²⁰

- g. Federal Contract Provisions: Federally funded contracts shall contain, where applicable, contract language required by 2 CFR §200.327.

²⁰ 2 CFR §200.320(b)(2): "...either a fixed-price or cost-reimbursement type contract is awarded."

SEATTLE HOUSING AUTHORITY
PROCEDURES FOR CONSTRUCTION AND MAINTENANCE

1. Bids versus Proposals

2. Selection Methodologies

- 2.010 Design, Bid, Build
- 2.020 Alternate Selection Methodologies
- 2.030 Solicitation requirements for federally funded and non-federally funded contracts

3. Small Works Roster (Informal Solicitation)

- 3.010 Definition
- 3.020 Annual Advertisement
- 3.030 Specifications and Contracts
- 3.040 Non-Competitive Procurements
- 3.050 Department Responsibilities
- 3.060 Purchasing Division Responsibilities
- 3.070 Solicitation Requirements
- 3.080 Evaluation and Award

4. Formal Solicitation (ITB or Alternate Proposal method)

- 4.010 Invitation to Bid (ITB) or Proposal method
- 4.020 Specifications and Contracts
- 4.030 Non-Competitive Procurements
- 4.040 Department Responsibilities
- 4.050 Purchasing Division Responsibilities
- 4.060 Solicitation Requirements
- 4.070 Evaluation and Award

5. Prevailing Wages

- 5.010 Federal vs. State Prevailing Wages
- 5.020 Applicability of Federal Prevailing Wage Requirements

1. Bids versus Proposals

Generally, contractors for construction and maintenance projects should be selected based on competitive bids (evaluated solely upon price) instead of proposals (evaluated on price and other factors). If the following criteria¹ are met, competitive bidding should be utilized:

- a. A complete, adequate, and realistic specification is available.
- b. Two or more responsible bidders are willing and able to compete effectively for the work.
- c. The project lends itself to a firm fixed-price contract, and the selection of the successful bidder can be made principally on the basis of price.²

2. Selection Methodologies

2.010 Design, Bid, Build: Generally, most construction projects will employ a selection methodology in which a separate designer and contractor are hired to complete the project. Under the traditional “Design, Bid, Build” system, an Invitation to Bid will be advertised, competitive bids will be received, and the project will be awarded to the lowest responsive bid submitted by a responsible bidder.

2.020 Alternate Selection Methodologies: When the criteria in 2 CFR §200.320(b)(1) are not applicable, and SHA is using federal funds, SHA may elect to use alternate solicitation methods for the selection of a Contractor for project delivery methodologies such as the General Contractor Construction Manager (GC/CM), or Design-Build (DB) model. In such a situation, the Contractor's price is evaluated along with other criteria relating to the contractor's abilities to perform the contract. The standard form of solicitation used is the Proposal method.

¹ These criteria are adapted slightly from the language contained in 2 CFR §200.320(b)(1)(i).

² The use in 2 CFR §200.320(b)(1)(i)(C) of the phrase “the selection of the successful bidder can be made principally on the basis of price” refers not to price being one of many evaluation criteria, but that price is the only factor provided the bid is responsive and the bidder is responsible.

2.030 Solicitation requirements for federally funded and non-federally funded contracts:

Dollar Limit	Solicitation Requirements
\$10,000 or less	May solicit 1 firm using Small Works Roster and select if pricing is reasonable.
\$10,001 -- \$50,000	Solicit a minimum of 3 or more firms on Small Works Roster, use limited public work process and equitably distribute work.
\$50,001 -- \$250,000	Solicit a minimum of 5 or more firms on Small Works Roster and equitably distribute work.

3. Small Works Roster (Informal Solicitation)

3.010 Definition: The Small Works Roster was established under the authority of RCW 39.04.155. Seattle Housing Authority utilizes the Municipal Research and Services Center (MRSC) roster service, including its Small Works Roster for construction³. The Roster permits SHA to select a contractor for certain construction projects without otherwise publicly advertising the work.

3.020 Annual Advertisement: Consistent with the requirements of State law, MRSC annually publishes an advertisement inviting contractors to apply for the Roster. This advertisement identifies SHA as a participating Agency. Contractors may apply for the MRSC Roster anytime during the year. In the event that the Roster is used as a tool for obtaining the names of contractors, additional names may be added to the Roster after solicitation.

3.030 Specifications and Contracts:

- a. Bid Guarantee: Specifications shall indicate whether bidders must submit a bid guarantee with their bid in an amount not less than 5% of the bid price. For projects of \$250,000 or less, the bid guarantee requirement may be waived and not included in bidding documents.⁴
- b. Contract Bond: For contracts for work exceeding \$150,000, the successful bidder shall furnish an assurance of completion in the form of a performance and payment bond in a penal sum of 100% of the contract price. For contracts for work totaling \$150,000 or less, the successful bidder shall either (i) furnish an assurance of completion in the form of a performance and payment bond in a penal sum of 100%

³ SHA's Small Works Roster was established under the authority of RCW 39.04.155. In 2013, SHA joined Municipal Research Service Center (MRSC) which allows us to access MRSC rosters, including its Small Works Roster for construction.

⁴ 2 CFR §200.326(a)

of the contract price, or (ii) require SHA to retain 10% of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the department of revenue, the employment security department, and the department of labor and industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later. For contract utilizing the limited public works roster under RCW 39.04.133 (i.e. \$50,000 or less), SHA is entitled to waive the requirement for payment and performance bonds.

- c. Retainage: Consistent with the requirements of Chapter 60.28 RCW, SHA shall withhold retainage from the contractor in the amount of 5% of each payment to the contractor, provided, however, consistent with RCW 39.04.155, that SHA may waive the requirement to withhold retainage for a project estimated to cost \$50,000 or less. As an alternative to withholding retainage, State law permits the contractor to submit a bond in lieu of retainage.
- d. Prevailing Wages: Specifications shall require the payment of applicable prevailing wages, and contracts shall identify the wage schedule applicable to the project by including a copy of the wages or by incorporating the wages by reference. When the applicable schedule is referenced, the contract shall include instructions for accessing the wage schedule.
- e. Federal Contract Provisions: Federally funded contracts shall contain, where applicable, contract language required by 2 CFR §200.327 and the Build America, Buy America Act (“BABAA”), Pub. L. 117-58, 41 U.S.C. § 8301.

3.040 Non-Competitive Procurements: Refer to SHA Other Procurement Procedures.

3.050 Department Responsibilities:

- a. Department Directors are responsible for ensuring that Project Managers develop sufficiently detailed, clear, and accurate⁵ drawings and specifications for a project to permit fair and consistent competition, or that the Project Manager reviews the drawings and specifications developed by an outside consultant.⁶
- b. Department Directors shall ensure that the drawings and specifications do not unduly restrict competition to certain brand name products. “The description may include a statement of the qualitative nature of the material, product, or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or

⁵ 2 CFR §200.319(d): “The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations: (1) incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured.”

⁶ 2 CFR §200.320(b)(1)(ii)(B): “The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;” See also 2 CFR §200.319(d)(2): Procurement procedures must ensure that all solicitations “identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.”

uneconomical to make a clear and accurate description of the technical requirements, a brand name or equal description may be used as a means to define the performance or other salient requirements of a material, product, or service. The specific features of the named brand which must be met...shall be clearly stated;”⁷

- c. For contracts of \$10,000 or more, Department Directors shall ensure that an Independent Cost Estimate is developed for the services sought prior to receipt of any bids.
- d. Department Directors are responsible for ensuring that only bids received by the published deadline are considered for evaluation.
- e. Department Directors are responsible for reviewing the bidder evaluation performed by the Project Manager to ensure that the bidder under consideration for award is a responsible bidder.

3.060 Purchasing Division Responsibilities: The Purchasing Division shall:

- a. Establish standard construction bidding documents to be used throughout SHA.
- b. Review and approve each Informal Solicitation before it is made available to contractors to ensure that it is clear, consistent with requirements, and promotes competition.
- c. Evaluate bids for responsiveness to the specifications.
- d. Assist Project Managers in evaluating the responsibility of a bidder, and make final decision on bidder responsibility.

3.070 Solicitation Requirements: Unless the Procurement and Contracts Manager or the Chief Financial Officer approves of an alternate solicitation method, the Small Works Roster shall be used for obtaining bids for all Informal Solicitations.

- a. For contracts estimated to cost more than \$10-,000, bids will be solicited consistent with the State law, and with the requirements of 2 CFR §200.317 through §200.327 for “small purchases,” which requires that “price or rate quotations...be obtained from an adequate number of qualified sources.”⁸
- b. Informal Solicitations should be available for review by contractors for a sufficient length of time to provide contractors with adequate time to prepare and submit their bids.⁹

⁷ 2 CFR §200.319(d)(1)

⁸ 2 CFR §200.320(a)(2). This regulation requires that “if small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources...” In adopting these Procedures, SHA has determined that one source represents “an adequate number” for solicitations of \$10,000 and under.

⁹ 2 CFR §200.320(b)(1)(ii): The ITB shall provide contractors “sufficient response time prior to the date set for opening the bids,...”

- A. The length of time shall be determined based on a number of factors, including but not limited to, the estimated dollar value of the work to be performed, the complexity of the work, and general market conditions at the time.
- B. Generally, it is expected that an Informal Solicitation will be available for review by contractors for a minimum of 5 calendar days before bids are due.
- C. The Procurement and Contracts Manager, in consultation with the applicable Department Director, shall make the final decision on the length of time an Informal Solicitation is under review by contractors.
- c. SHA encourages the use of WMBE and Section 3 firms as contractors and subcontractors.¹⁰ Where possible, WMBE or Section 3 firm shall be included in the solicitation.
- d. All bids received by the required deadline will be evaluated.
- e. Procurement Procedures shall outline requirements for receipt of bids, including, but not limited to, addressing where bids should be submitted, and deadlines for submission.

3.080 Evaluation and Award:

- a. The Purchasing Division shall evaluate whether the bids submitted are responsive to the specifications.¹¹
- b. The Project Manager and Purchasing Division shall evaluate whether the bidder submitting the lowest responsive bid is a responsible bidder. Responsibility analysis includes, but is not limited to, verifying contractor compliance with the bidder responsibility requirements of RCW 39.04.350, as well as issues related to the capability of the bidder to successfully complete the work (based on a review of past performance and other factors), financial stability, personnel, equipment, etc.¹²
- c. If a contract based on an Informal Solicitation is to be awarded, it shall be awarded only to a responsible bidder submitting the lowest responsive bid.¹³
- d. The geographic location of contractors may not be used as an evaluation criterion.¹⁴

¹⁰ 2 CFR §200.321.

¹¹ 2 CFR §200.320(b)(1): The bid must conform "with all the material terms and conditions of the invitation for bids,..."

¹² 2 CFR §200.318(h): "The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources."

¹³ 2 CFR §200.320(b)(1)(ii)(D): "A firm fixed price contract award will be made in writing to the lowest and responsive and responsible bidder."

¹⁴ 2 CFR §200.319(c)

- e. SHA shall reserve the right to reject any or all bids “if there is a sound documented reason.”¹⁵
- f. Contracts shall be for a firm fixed-price based on either a lump sum amount or the summation of unit prices.¹⁶ On a unit price contract, SHA shall pay the contractor only for actual quantities installed, and thus the awarded contract amount may vary from the actual amount paid to the contractor.

4. Formal Solicitation (ITB or Alternate Proposal method)

4.010 An Invitation to Bid (ITB) or Proposal method is a formally advertised¹⁷ competitive selection process used for obtaining construction and maintenance services that will cost more than \$250,000.

4.020 Specifications and Contracts:

- a. Bid/Proposal Guarantee: Specifications shall require that bidders submit a bid guarantee with their bid/proposal in an amount not less than 5% of the total amount bid (the maximum dollar amount that could be awarded when additives and alternates are considered).¹⁸
- b. Contract Bond: Specifications shall require the successful contractor to submit a Payment and Performance Bond (Contract Bond) or a separate Payment Bond and a separate Performance Bond in the amount of 100% of the awarded contract amount.¹⁹
- c. Prevailing Wages: Specifications shall require the payment of applicable prevailing wages and contracts shall include a copy of such wage rates.

¹⁵ 2 CFR §200.320(b)(1)(ii)(E). Technically, this regulation does not apply to contracts of \$250,000 or less but nevertheless offers good guidance.

¹⁶ 2 CFR §200.320(b)(1): “...a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder...” Technically, this regulation does not apply to contracts of \$250,000 or less but nevertheless offers good guidance.

¹⁷ 2 CFR §200.320(b)(1)(ii)(A): “..., the invitation for bids must be publicly advertised;”

¹⁸ 2 CFR §200.326(a): “A bid guarantee from each bidder equivalent to five percent of the bid price. The ‘bid guarantee’ must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.”

¹⁹ 2 CFR §200.326(b): “A performance bond on the part of the contractor for 100 percent of the contract price. A ‘performance bond’ is one executed in connection with a contract to secure fulfillment of all the contractor’s requirements under such contract.” 2 CFR §200.326(c): “A payment bond on the part of the contractor for 100 percent of the contract price. A ‘payment bond’ is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.” See also Chapter 39.08 RCW (Contractor’s Bond).

- d. Federal Contract Provisions: Federally funded contracts shall contain contract language required by 2 CFR §200.327.

4.030 Non-Competitive Procurements: Refer to SHA Other Procurement Procedures.

4.040 Department Responsibilities:

- a. Department Directors are responsible for ensuring that Project Managers develop sufficiently detailed, clear, and accurate²⁰ drawings and specifications for a project to permit fair and consistent competition, or that the Project Manager reviews the drawings and specifications developed by an outside consultant.²¹
- b. Department Directors shall ensure that the drawings and specifications do not unduly restrict competition to certain brand name products. "The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a 'brand name or equivalent' description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated;"²²
- c. For ITB Formal Solicitations, Department Directors are responsible for reviewing the evaluation performed by the Project Manager of the bidder under consideration for award to ensure that the bidder is a responsible bidder.
- d. For RFCPs or Alternate Solicitations, Department Directors are responsible for appointing an evaluation panel of at least three qualified members (including one person designated as the chair) to review and rate proposals received. Upon request from the Department Director, the Procurement and Contracts Manager may approve an alternate method for appointment of the evaluation panel. Generally, it is in SHA's best interests for SHA staff to hold the majority position on panels including non-SHA members.

²⁰ 2 CFR §200.319(d): "The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations: (1) incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured."

²¹ 2 CFR §200.320(b)(1)(ii)(B): "The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond." See also 2 CFR §200.319(d)(2): Procurement procedures must ensure that all solicitations "identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals."

²² 2 CFR §200.319(d)(1)

4.050 Purchasing Division Responsibilities: The Purchasing Division shall:

- a. Establish standard general conditions for construction to be used in all of SHA's construction specifications.
- b. Advertise the solicitation opportunity.
- c. Review and approve each solicitation before it is sent to contractors to ensure that it is clear, consistent with requirements, and promotes competition.
- d. Distribute solicitation documents and addenda to contractors.
- e. Accept ITB bids received by the bid submittal deadline and publicly open and read bids.²³
- f. Evaluate pricing of Proposals. Note: Proposals are not opened or read publicly.
- g. Evaluate bids for responsiveness to the specifications.
- h. Assist Project Managers in evaluating the responsibility of a bidder.

4.060 Solicitation Requirements:

- a. ITBs or Proposals will be publicly advertised in, but is not limited to, the *Seattle Daily Journal of Commerce* newspaper.²⁴
- b. ITBs or Proposals should be advertised and available for review by contractors for a sufficient length of time to provide contractors with adequate time to prepare and submit their bids or proposals.²⁵
- c. The length of time shall be determined based on a number of factors, including but not limited to, the estimated dollar value of the work to be performed, the complexity of the work, and general market conditions at the time.
- d. Generally, it is expected that ITBs or Proposals will be advertised and available for review by contractors for 25 calendar days before bids are due. However, dependent upon the particular procurement, the Procurement and Contracts Manager may determine that adequate competition and preparation and submission of bids may be accomplished in a shorter period of time, and the 25 calendar day guideline may be adjusted appropriately.
- e. The Procurement and Contracts Manager, in consultation with the applicable

²³ 2 CFR §200.320(b)(1)(ii)(C)

²⁴ 2 CFR §200.320(b)(1): "...bids are publicly solicited..."

²⁵ 2 CFR §200.320(b)(1)(ii)(A): The ITB shall provide contractors "sufficient response time prior to the date set for opening the bids."

Department Director, shall make the final decision on the length of time a solicitation opportunity is advertised.

- f. SHA encourages the use of WMBE and Section 3 firms as contractors and subcontractors.²⁶
- g. "All ITB bids [received by the required deadline] will be publicly opened at the time and place prescribed in the invitation for bids."²⁷
- h. Procurement Procedures shall outline requirements for receipt of bids or proposals, including, but not limited to, addressing where bids or proposals should be submitted, and deadlines for submission.
- i. Proposal Solicitation Requirements: If an Alternate Solicitation method is used, the following processes are also required:
 - A. Advertising: Proposal solicitation will identify all evaluation factors and their relative importance.
 - B. Evaluation: SHA shall have a method for conducting evaluations of the technical proposals.
 - C. Award: Award will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

4.070 Evaluation and Award:

- a. SHA shall evaluate whether the bids submitted are responsive to the specifications.²⁸
- b. SHA shall evaluate whether the bidder submitting the lowest responsive bid is a responsible bidder.²⁹ Responsibility analysis includes, but is not limited to, verifying contractor compliance with the bidder responsibility requirements of RCW 39.04.350, as well as issues related to the capability of the bidder to successfully complete the work (based on a review of past performance and other factors), financial stability, personnel, equipment, etc.³⁰
- c. If a contract is to be awarded, it shall be awarded only to a responsible bidder

²⁶ 2 CFR §200.321.

²⁷ 2 CFR §200.320(b)(1)(ii)(C)

²⁸ 2 CFR §200.320(b)(1): The bid must "conform with all the material terms and conditions of the invitation for bids"

²⁹ 2 CFR §200.320(b)(1): "...contract (lump sum or unit price) is awarded to the responsible bidder..."

³⁰ 2 CFR §200.318(h): SHA "must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources."

submitting the lowest responsive bid.³¹

- d. The geographic location of contractors may not be used as an evaluation criterion.³²
- e. SHA shall reserve the right to reject any or all bids “if there is a sound documented reason.”³³
- f. Contracts shall be for a firm fixed-price based on either a lump sum amount or the summation of unit prices.³⁴ On a unit-price contract, SHA shall only pay the contractor for actual quantities installed, and thus the awarded contract amount may vary from the actual amount paid to the contractor.

5. Prevailing Wages

5.010 Federal vs. State Prevailing Wages: The prevailing wage rates applicable to a construction or maintenance project will be determined by whether the project is funded with federal or non-federal funds.³⁵ If a project is funded with both federal and non-federal funds, regardless of the amount of federal funds involved, federal prevailing wage rates shall be applicable.³⁶

5.020 Applicability of Federal Prevailing Wage Requirements: Federal prevailing wage requirements shall apply only to construction projects of more than \$2,000 that contain federal funds.³⁷

³¹ 2 CFR §200.320(b)(1)(ii)(D): “A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder.”

³² 2 CFR §200.319(c)

³³ 2 CFR §200.320(b)(1)(ii)(E)

³⁴ 2 CFR §200.320(b)(1): “...a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder...”

³⁵ The applicability of prevailing wages established by the U.S. Department of Labor versus the U.S. Department of Housing and Urban Development shall be governed by regulations of those agencies.

³⁶ 24 CFR §965.101

³⁷ Davis-Bacon Act (Title 40, Sec. 3141-3144, 3146, and 3147)

SEATTLE HOUSING AUTHORITY

PROCEDURES FOR GOODS, SUPPLIES, EQUIPMENT AND MATERIALS

These procedures for the purchase of goods, supplies, equipment and materials are established for the Seattle Housing Authority (“SHA”) in support of SHA’s Procurement Policy and in accordance with applicable laws and regulations.

1. General

- 1.010 Solicitation requirements for federally funded and non-federally funded contracts

2. Informal Solicitation

- 2.010 Definition
- 2.020 Blanket Contracts
- 2.030 Evaluation Criteria
- 2.040 Department Responsibilities
- 2.050 Purchasing Division Responsibilities
- 2.060 Solicitation Requirements
- 2.070 Cost or Price Analysis
- 2.080 Non-Competitive Procurements
- 2.090 Informal Solicitation Threshold
- 2.100 Federal Contract Provisions

3. Invitations to Bid

- 3.010 Definition
- 3.020 When to Use ITBs
- 3.030 Evaluation Criteria
- 3.040 Department Responsibilities
- 3.050 Purchasing Division Responsibilities
- 3.060 Solicitation Requirements
- 3.070 Evaluation and Award
- 3.080 Federal Contract Provisions

4. Request for Proposals

- 4.010 Definition
- 4.020 When to Use RFPs

1. General

These Procedures deal primarily with the purchase of goods, supplies, equipment, materials, and certain non-consultant services, frequently referred to as “goods and supplies”, or “items/item” in these procedures. Generally, goods and supplies are obtained through the use of a Purchase Order. In addition, certain services, depending on their type and nature, may be obtained through the use of a Purchase Order, provided there is an adequate written scope of work and subject to the approval of the Procurement and Contracts Manager.

1.010 Solicitation requirements for federally funded and non-federally funded contracts

Goods/Supplies	
Dollar Limit	Solicitation Requirements
\$10,000 or less	May solicit 1 quote and select if price is reasonable.
\$10,001-\$250,000	Solicit a minimum of 3 or more quotes.
Over \$250,000	Formally advertised.

2. Informal Solicitation

2.010 Definition: The procurements costing \$250,000 or less qualify as “small purchases” that are not subject to formal advertising as part of the selection process (2 CFR §200.320(b)).

2.020 Blanket Contracts: The use of Blanket Contracts is encouraged to ensure competitive pricing that has already been secured and such contracts should be equitably distributed among vendors.

2.030 Evaluation Criteria

- a. Except as provided in SHA non-competitive procurement procedures, price shall be used as the primary evaluation criterion and quotations must be obtained from an adequate number of qualified sources.¹
- b. [For funds SHA receives prior to 10/01/24] The geographic location of vendors

¹ 2 CFR §200.320(a)(2)(i)

submitting bids may not be used as an evaluation criterion.²

2.040 Department Responsibilities

- a. Department Directors are responsible for ensuring that Project Managers develop and provide “a clear and accurate description of the technical requirements”³ of the item(s) to be purchased through a Purchase Order.
- b. Department Directors shall ensure that item descriptions on purchase requisitions do not unduly restrict competition. The description shall include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed item specifications should be avoided. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated.⁴
- c. For purchases of \$10,000 or more, Department Directors shall ensure that an Independent Cost Estimate is developed for the items sought prior to issuance of a solicitation for bids or quotations.

2.050 Purchasing Division Responsibilities: The Purchasing Division shall:

- a. Review purchase requisitions submitted to ensure that they have been approved by an individual with sufficient Expenditure Authority.
- b. Review purchase requisitions to ensure that the items sought are described in sufficient detail to price the item(s).

2.060 Solicitation Requirements:

- a. In order to ensure adequate and sufficient competition in obtaining goods and supplies

² 2 CFR §200.319(c): “The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws.”

³ 2 CFR §200.319(d): “The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations: (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured.”

⁴ 2 CFR §200.319(d)(1)

valued at more than \$10,000, at least three vendors must be solicited.⁵ Under special circumstances and for good and sufficient reasons, the Procurement and Contracts Manager may approve solicitation of just two vendors.

- b. SHA encourages the use of WMBE and Section 3 firms as vendors.⁶ Where possible, WMBE or Section 3 firm shall be solicited for each procurement valued at more than \$10,000.
- c. Price quotations may be received orally, by e-mail or any other reasonable means. The decision about whether to request and receive price quotations orally or in writing shall be made by the Procurement and Contracts Manager based on the complexity of the solicitation. Simple solicitations may be handled orally, while more complex ones should be handled in writing. Any solicitation for items which must be manufactured or assembled specifically for SHA, or for which installation is a component, should generally be transmitted and responses received in writing.
- d. In soliciting prices for items valued at more than \$10,000, the Purchasing Division shall allow a sufficient length of time for vendors to prepare and submit their prices.

2.070 Cost or Price Analysis: Department Directors shall ensure that an adequate and sufficient Cost Analysis or Price Analysis is conducted that demonstrates the reasonableness of the proposed contract amount (see SHA Authority and Approval Processes, Section 5. Ensuring Reasonable Costs).⁷ The Cost Analysis or Price Analysis must be in writing for all contracts (including purchase orders) costing more than \$10,000.

2.080 Non-Competitive Procurements: Refer to SHA Other Procurement Procedures.

2.090 Informal Solicitation Threshold: An informal solicitation may be used only for buying goods and supplies that will cost \$250,000 or less.⁸ Based on using an informal solicitation process, no contract may be awarded where the contract amount exceeds \$250,000, and payments during the life of the contract (including change orders) may not exceed \$250,000. In the event that additional goods and supplies are required under a contract that was based on an informal solicitation, such that the amount of payments would exceed \$250,000, a competitive selection process must be conducted for those additional goods and supplies and a contract executed. In no event shall the amount of a contract based on an informal solicitation exceed \$250,000.

⁵ 2 CFR §200.320(a)(2)(i): "If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity."

⁶ 2 CFR §200.321.

⁷ 2 CFR §200.324(a)

⁸ The \$250,000 threshold is based on actual cost, not estimated cost.

2.100 Federal Contract Provisions: Federally funded Purchase Orders shall contain, where applicable, contract language required by 2 CFR §200.327.

3. Invitations to Bid

3.010 Definition: An Invitation to Bid (ITB) is a formally advertised⁹ and competitive selection process used for obtaining goods and supplies that will cost more than \$250,000, where award is made based on the lowest price submitted by a responsible bidder with a responsive bid.¹⁰

3.020 When to Use ITBs: Generally, vendors providing goods, supplies, equipment, materials, and some services should be selected based on competitive bids. If the following criteria are met, an ITB should be utilized:¹¹

- a. The amount of the procurement, including any potential change orders, will cost more than \$250,000.
- b. A complete, adequate, and realistic specification or purchase description is available.
- c. Two or more responsible bidders are willing and able to compete effectively for the work.
- d. The project lends itself to a firm fixed price contract, and the selection of the successful bidder can be made principally on the basis of price.¹²

3.030 Evaluation Criteria

- a. Price shall be the evaluation criterion used, provided the bid is submitted by a responsible bidder with a responsive bid.¹³
- b. [For funds SHA receives prior to 10/01/24] The geographic location of vendors submitting prices may not be used as an evaluation criterion.¹⁴

⁹ 2 CFR §200.320(b)(1)(ii)(A): "...the invitation for bids must be publicly advertised;"

¹⁰ The use in 2 CFR §200.320(b)(1)(i)(C) of the phrase "...the selection of the successful bidder can be made principally on the basis of price" refers not to price being one of many evaluation criteria, but that price is the only factor provided the bid is responsive and the bidder is responsible.

¹¹ These criteria are adapted slightly from the language contained in 2 CFR §200.320(b)(1)(i).

¹² See footnote 10.

¹³ See footnote 10.

¹⁴ See footnote 2.

3.040 Department Responsibilities

- a. Department Directors are responsible for ensuring that Project Managers develop and write the following for an ITB:
 - A. Sufficiently detailed, clear, and accurate description of the product to be provided and/or scope of work to be performed.¹⁵
 - B. Evaluation criteria, including weighting of each criterion, where price is used as the only criterion.¹⁶
 - C. List of items to be submitted with the bid.
- b. Department Directors shall ensure that product descriptions on purchase requisitions and in ITBs do not unduly restrict competition. “The description may include a statement of the qualitative nature of the material, product, or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a brand name or equal description may be used as a means to define the performance or other salient requirements of a material, product, or service. The specific features of the named brand which must be met shall be clearly stated.”¹⁷
- c. Department Directors shall ensure that an Independent Cost Estimate is developed for obtaining goods and supplies prior to issuance of an ITB.

3.050 Purchasing Division Responsibilities: The Purchasing Division shall:

- a. Establish standard ITB documents to be used throughout SHA.
- b. Advertise all ITBs.
- c. Review and approve each ITB before it is sent to vendors to ensure that it is clear, consistent with requirements, and promotes competition.

3.060 Solicitation Requirements

- a. ITBs will be publicly advertised in, but is not limited to, the Seattle Daily Journal of

¹⁵ See footnote 3.

¹⁶ 2 CFR §200.319(d)(2): Procurement procedures will ensure that all solicitations “identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.”

¹⁷ 2 CFR §200.319(d)(1)

Commerce newspaper.¹⁸

- b. SHA encourages the use of WMBE and Section 3 firms as vendors.¹⁹ Where possible, WMBE or Section 3 firm shall be solicited for each ITB.
- c. ITBs should be advertised and available for review by vendors for a sufficient length of time to provide vendors with adequate time to prepare and submit bids.²⁰
 - A. The length of time shall be determined based on a number of factors, including but not limited to, the estimated dollar value of the work to be performed or items provided, and the complexity of the procurement.
 - B. Generally, it is expected that ITBs will be advertised and available for review by vendors for 25 calendar days before bids are due. However, dependent upon the particular procurement, the Procurement and Contracts Manager may determine that adequate competition and preparation and submission of bids may be accomplished in a shorter period of time, and the 25 calendar day guideline may be adjusted appropriately.
 - C. The Procurement and Contracts Manager, in consultation with the applicable Department Director, shall make the final decision on the length of time an ITB is advertised.

3.070 Evaluation and Award:

- a. Price shall be used as the evaluation criterion. This shall be identified in the ITB.
- b. Department Directors shall ensure that an adequate and sufficient Cost Analysis or Price Analysis is conducted that demonstrates the reasonableness of the proposed contract amount (see SHA Procedures for Ensuring Reasonable Costs).²¹
- c. Refer to SHA Procedures for Procurements with Sole Source, Emergency, and Single Response to a solicitation.

3.080 Federal Contract Provisions: Federally funded contracts resulting from selection based on an Invitation to Bid shall contain, where applicable, contract provisions as required by 2 CFR §200.327.

¹⁸ 2 CFR §200.320(b)(1)(ii)(A): "...the invitation for bids must be publicly advertised..."

¹⁹ 2 CFR §200.321.

²⁰ 2 CFR §200.320(b)(1)(ii)(A): The Invitation to Bid shall provide vendors with "sufficient response time prior to the date set for opening the bids."

²¹ 2 CFR §200.324(a)

4. Request for Proposals

4.010 Definition: A Request for Proposals (RFP) is a formally advertised²² and competitive selection process used for obtaining services from a Service Provider that will cost more than \$250,000, and where the evaluation and selection of a vendor cannot be based on price alone,²³ but is based on established criteria²⁴ that include price and other factors.²⁵

4.020 When to Use RFPs: For purposes of these Policies, a Service Provider is defined as a Consultant and the requirements and processes for using an RFP for a Service Provider are outlined in SHA Procedures for Procurement of Consultant and Other Services - \$250,000 or Less.

²² 2 CFR §200.320(b)(2)(i): "Requests for proposals must be publicized..."

²³ 2 CFR §200.320(b)(2): "Proposals are generally used when conditions are not appropriate for the use of sealed bids."

²⁴ 2 CFR §200.320(b)(2)(i): "Requests for proposals must...identify all evaluation factors and their relative importance."

²⁵ 2 CFR §200.320(b)(2)(iii): "Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered;"

SEATTLE HOUSING AUTHORITY

DIRECT PAYMENTS LIST

This Direct Payments List is established for the Seattle Housing Authority (“SHA”) in support of SHA’s Procurement Policy and in accordance with applicable laws and regulations.

This Direct Payments list (also known as Competitive Exceptions) is a list of transactions, which, by the nature of the transaction, are impractical or impossible to competitively bid because of market or other conditions and are thus exempt from competitive bidding requirements. These transactions do not have to be justified as a Non-Competitive Procurements (see SHA Other Procurement Procedures, Section 1) but may be obtained directly by an employee with adequate expenditure authority. Depending on the item, there may or may not be a contract or Purchase Order outlining the terms and conditions of the procurement.

The following items are included on the Direct Payments List as of November, 2024:

1. Utility bills (water, sewer, electricity, natural gas, waste removal, telephone and other similar expenses).
2. Postage and other purchases from the USPS.
3. Licenses, permits, and fees from governmental or regulatory entities at the federal, state or local level.
4. Purchases from other governmental entities (federal, state, city, local, port districts, housing authorities, state colleges and universities, state hospitals, etc.) where governmental entity provides goods or services not available from the private sector.
5. Emergency housing for Agency residents at motels/hotels.
6. Service or use fees paid to governmental cooperative purchasing organizations.
7. Charges for gasoline and diesel.
8. Charges for official Agency business and personal credit card while on Agency travel status.

9. Legal services such as arbitration fees, litigation fees, witness fees, court costs, and related expenses (but not the cost of outside counsel, investigations, or related matters).
10. Legal settlements of disputed matters, and judgment claims against SHA.
11. Payments for existing annual maintenance, service, or support agreements for computer and telecommunications services. Payments for existing software license agreements.
12. Traffic control (flagging) or security services by off-duty police.
13. Travel expenses for Agency employees, residents, program participants, volunteers, or members of the Board of Commissioners necessary to conduct Agency business.
14. Training registration fees and tuition for preestablished, non-Agency specific, off-site classes, seminars, workshops, etc. for Agency employees, residents, program participants, volunteers and members of the Board of Commissioners.
15. Testing and travel expenses of employment applicants (including moving expenses for eligible personnel). This includes travel expenses of certain out-of-state job applicants. Travel expenses of job applicants must be approved by the Department Director.
16. Conference and convention expenses and fees for Agency employees, residents, program participants, volunteers and members of the Board of Commissioners.
17. Advertisements (all media) for employment opportunities, purchasing and contracting solicitations, sale of surplus items, public announcements and outreach, etc. Printing, design, or graphics services are excluded from the Direct Payments List.
18. Freight bills, express shipping, common carriers and delivery services.
19. Insurance deductible and/or retained losses.
20. Taxi, public transportation and toll fares; mileage and incidental parking expenses.
21. Publications and subscriptions (e.g., newspapers, magazines, books, etc).
22. Mailing lists.

23. Professional association membership dues, fee, licenses, accreditation, and certifications.
24. Royalties, broadcast rights, and film rentals from the producer or protected distributors.

SEATTLE HOUSING AUTHORITY

OTHER PROCUREMENT PROCEDURES

These procedures for other procurement methods are established for the Seattle Housing Authority (“SHA”) in support of SHA’s Procurement Policy and in accordance with applicable laws and regulations.

1. Non-Competitive Procurements

- 1.010 Restricting Competition Prohibited
- 1.020 Permissive Non-Competitive Procurements
- 1.030 Justifications
- 1.040 Emergency Procurement Process

2. Cooperative Intergovernmental Agreements

- 2.010 General Policy
- 2.020 Government Competition with Private Sector

3. Concessions

- 3.010 Competitive Selection Process
- 3.020 Objectives of Competition
- 3.030 Waiver of Competition

1. Non-Competitive Procurements

1.010 Restricting Competition Prohibited

All procurement transactions must be conducted in a manner providing full and open competition (2 CFR §200.319). Situations considered to be restrictive of competition include but are not limited to:

- a. Unreasonable Requirements: "Placing unreasonable requirements on firms in order for them to qualify to do business."¹
- b. Experience and Bonding: "Requiring unnecessary experience and excessive bonding."²
- c. Non-Competitive Pricing Practices: "Noncompetitive pricing practices between firms or between affiliated companies."³
- d. Certain Retainer Contracts: "Noncompetitive contracts to consultants that are on retainer contracts."⁴
- e. Conflict of Interest: "Organizational conflicts of interest."⁵
- f. Brand Name Specificity: "Specifying only a 'brand name' product instead of allowing 'an equal' product to be offered and describing the performance of other relevant requirements of the procurement."⁶
- g. Arbitrary Actions: "Any arbitrary action in the procurement process."⁷

1.020 Permissible Non-Competitive Procurements

In certain instances and situations, the procurement of goods and services without adequate competition is permissible:

- a. Sole Source: The service or item "is available only from a single source,"⁸ based on a documented good faith review of available sources.
- b. Below Micro-purchase Threshold: "The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold" under 2 CFR 200.320(a)(1).⁹

¹ 2 CFR §200.319(b)(1)

² 2 CFR §200.319(b)(2)

³ 2 CFR §200.319(b)(3)

⁴ 2 CFR §200.319(b)(4)

⁵ 2 CFR §200.319(b)(5)

⁶ 2 CFR §200.319(b)(6)

⁷ 2 CFR §200.319(b)(7)

⁸ 2 CFR §200.320(c)(2)

⁹ 2 CFR §200.320(c)(1)

- c. Emergency: An emergency exists that seriously threatens the public health, welfare, or safety, endangers property, or would otherwise cause serious injury to SHA, as may arise by reason of a flood, earthquake, epidemic, fire, riot, equipment failure, or similar event, and the needs “will not permit a delay resulting from publicizing a competitive solicitation.”¹⁰ For more details, refer to the “Emergency Procurement Process” below.
- d. Inadequate Competition: After solicitation from a number of sources, competition is determined to be inadequate.¹¹
- e. HUD Authorization: HUD has authorized a non-competitive process.¹²

1.030 Justifications

- a. Selection: Department Directors shall submit in writing to the Procurement and Contracts Manager a recommendation justifying the reasons why competitive selection requirements should be waived.
- b. Price Reasonableness: Consistent with the requirements of SHA procedures for ensuring reasonable costs, Department Directors are responsible for ensuring that a Cost Analysis is prepared for all non-competitive procurements.

1.040 Emergency Procurement Process

- a. During an emergency response, procurement shall be limited to those materials, services, or construction **necessary** to satisfy the emergency need.
- b. ***Project managers should consider whether using non-emergency procurement processes or existing contracts can satisfy emergency needs.*** Some examples of SHA standard procurement processes and existing contracts potentially suitable for emergency situations are:

A. On-Call/Master Contracts (Plumbing/Fire Damage, etc.)

In the case of procuring consulting services, project managers should first check if there is any currently contracted On-Call firm that could do the work. If not, they should initiate a Request for Contract Assignment (RFCA) on PMWeb with documents and information listed in the applicable checklist under subsection e) below.

B. Co-operative Contracts

¹⁰ 2 CFR §200.320(c)(3)

¹¹ 2 CFR §200.320(c)(5)

¹² 2 CFR §200.320(c)(4). Exemptions to competitive bidding requirements under Washington State law are listed under RCW 39.04.280.

In the case of procuring goods, project managers should first check if there is any existing SHA or cooperative contracts. If not, follow the purchase order process on E1 to procure the goods needed.

C. Job Order Contracts (JOC)

D. Other standard process for \$10,000 or under procurement.

- c. For every procurement deemed an emergency, the Procurement and Contracts Manager will assign a Contract Administrator who will be the point-of contact for all matters related to that procurement.

The Contract Administrator shall ensure any proposed contractor is responsible and is permitted to contract with SHA (e.g., review of RCW 39.04.350 (1) (responsibility of a firm prior to contract award) and applicable licensing requirements)). The Contract Administrator shall obtain all documentation required as well as other information deemed relevant to the procurement and the resulting contract.

- d. Document Checklist: information or documents to be provided by the project manager to the Contract Administrator in case of emergency procurement should include the following:

Emergency Procurement of Construction Work and Consulting Services¹³

A. Form 1152:

- i. Scope of Work and Price
- ii. Justification
- iii. Cost/Price Analysis

B. Other information and documentation required to initiate RFCA on PMWeb

Emergency Procurement of Other Types of Services and Goods

A. Form 1152:

- i. Scope of Work and Price
- ii. Justification
- iii. Cost/Price Analysis

B. If procuring services, verify the following information

- i. applicable tax
- ii. applicable additional insurance requirement
- iii. applicable license or certificate
- iv. Section 3 business concern

C. Other information and documentation required to initiate PO process on E1

¹³ For consulting services, use the checklist below when there is no currently contracted On-Call firm could do the work.

2. Cooperative Intergovernmental Agreement

2.010 General Policy

To promote efficiency and competition in the procurement of goods and services, SHA may enter into agreements with other governmental agencies and regional or national intergovernmental purchasing networks or associations. The purpose of a cooperative intergovernmental agreement is to take advantage of a competitive selection process already conducted by another agency and thus save SHA the time and expense of conducting its own selection process. In evaluating the use of a cooperative intergovernmental agreement, the Procurement and Contracts Manager shall review for reasonableness the standards in the competitive selection process conducted by the other agency.¹⁴

2.020 Government Competition with Private Sector

SHA may enter into an intergovernmental agreement with another government agency to procure goods and services when the agency provides goods or services not available from the private sector. In the event the private sector also offers such goods or services, the Executive Director or his/her designee shall evaluate on a case-by-case basis what would be in the best interests of SHA, and whether to contract directly with the agency or to conduct a competitive selection process.¹⁵

3. Concessions

3.010 Competitive Selection Process

In selecting concessionaires for various SHA revenue-producing activities, including but not limited to vending and laundry machines operation, parking lot management, cellular and other communication antenna space leases, etc., SHA shall generally conduct a competitive selection process similar to those outlined for RFPs.

3.020 Objectives of Competition

While SHA is committed to a competitive selection process to help ensure openness in notifying concessionaires about business opportunities, SHA's primary objective in

¹⁴ 2 CFR 200.318(e) ("To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.").

¹⁵ HUD Procurement Handbook, 7460.8 REV 2, Chapter 14. Cooperative Business Relationships, page 14-1, Section 14.2, A.1.: "Before utilizing an interagency agreement for procurement, the PHA should compare the cost and availability of the identified supplies or services on the open market with the cost of purchasing them through another unit of government to determine if it is the most economical and efficient method;"

conducting a competitive selection process shall be to ensure that SHA's objectives of revenue generation and service delivery are met.

3.030 Waiver of Competition

On a case-by-case basis, the Chief Financial Officer may decide whether a competitive selection process shall be required for selecting a concessionaire.

SEATTLE HOUSING AUTHORITY
PROCEDURES FOR COMPANY CARDS

These procedures for company cards are established for the Seattle Housing Authority (“SHA”) in support of SHA’s Procurement Policy and in accordance with applicable laws and regulations.

1. Purchasing Cards

- 1.010 Approval by Chief Financial Officer
- 1.020 Administrative Responsibilities
- 1.030 Changes in Employee Status
- 1.040 Purchasing Card Holder Responsibilities
- 1.050 Supervisory Review Responsibilities
- 1.060 Audit

2. Corporate Credit Cards

- 2.010 Approval by Chief Financial Officer
- 2.020 Administrative Responsibilities
- 2.030 Changes in Employee Status
- 2.040 Corporate Credit Card Holder Responsibilities
- 2.050 Supervisory Review Responsibilities
- 2.060 Audit

3. Gas Cards

- 3.010 Gas Card Custodian
- 3.020 Authorization for Gas Cards
- 3.030 Personal Identification Numbers
- 3.040 For Official SHA Business Only
- 3.050 Security of Gas Cards
- 3.060 Restrictions on Use

1. Purchasing Cards

SHA has authorized that certain employees be issued bank-sponsored VISA credit cards (Purchasing Cards) in SHA’s name, in order to expedite the purchasing and payment process and reduce the administrative costs of small purchase transactions.

1.010 Approval by Chief Financial Officer Delegated Purchasing Authority: Because the use

of Purchasing Cards represents delegated purchasing authority, only the Chief Financial Officer may authorize an employee to be issued a Purchasing Card. Such approval shall be upon the written recommendation of the Department Director, on a form to be determined by the Procurement and Contracts Manager.

- a. Dollar Thresholds: In authorizing a Purchasing Card, the card limits per transaction and for monthly expenditures shall be appropriate to the duties, responsibilities, and authority of the individual employee. In general, the standard limits for transactions shall be \$300 per transaction and \$2,000 per month, unless higher limits are authorized through the Chief Financial Officer's annual review and approval of delegation of expenditure authority or through a temporary increase in expenditure authority as provided in the next subsection (Administrative Responsibilities] under "d. Temporary Dollar Threshold Changes".
- b. Supervisory Review of Transactions: In approving the issuance of a Purchasing Card to an individual employee, the Chief Financial Officer automatically authorizes that individual's supervisor to review and approve the employee's monthly expenditures with the Purchasing Card.
- c. Expenditure Authorization: In approving the issuance of a Purchasing Card to an individual employee, the Chief Financial Officer automatically approves Expenditure Authority for the employee in the amount of the per transaction threshold for the Purchasing Card, consistent with the SHA procedures on Expenditure Authority (under the SHA Authority and Approval Procedures).

1.020 Administrative Responsibilities

- a. Purchasing Card Program Manager: The Purchasing Card Program Manager shall be responsible for managing the Purchasing Card program on behalf of SHA and may delegate certain administrative functions to Purchasing Division staff.
- b. Blocked Merchant Category Codes: The Purchasing Card Program Manager shall ensure that inappropriate Merchant Category Codes (MCCs) are not available to Purchasing Card holders. Upon written request and justification by a Department Director to unblock MCCs for an employee in order to meet legitimate business needs, the Purchasing Card Program Manager shall direct the bank issuing the cards to make the necessary changes.
- c. Dollar Thresholds Changes: Request for changes to a Purchasing Card holder's permanent per transaction or per month threshold may be requested by submittal from the Department Director of an approved Expenditure Authorization Form and justification to the Purchasing Card Program Manager. If approved by the Purchasing Card Program Manager, the request will be submitted to the Chief Financial Officer for approval or rejection of the request in writing. Approval of temporary changes in expenditure authority of less than a week are delegated to the Purchasing Card Program Manager as provided in subsection d. "Temporary Dollar Threshold Changes" below.
- d. Temporary Dollar Threshold Changes: A Department Director may request a

temporary (less than one week for the per transaction threshold) change to a Purchasing Card holder's per-transaction threshold or per-month threshold, by forwarding a written request and justification to the Purchasing Card Program Manager. The request shall state the reasons for the change and the date on which the original threshold should be reinstated. The Purchasing Card Program Manager shall make the final decision on such requests.

- e. Cancellation of Purchasing Cards: A Department Director, for an employee under his/her supervision, or the Chief Financial Officer or the Purchasing Card Program Manager for any employee, may cancel the Purchasing Card of an employee for good and sufficient reasons.

1.030 Changes in Employee Status

- a. Employee Transfers to a Different Position in the Same Department: If a Purchasing Card holder takes a different position in the same department, the Department Director shall evaluate whether the employee's new position still requires the use of a Purchasing Card. If the Purchasing Card is no longer required, the Supervisor shall contact the Purchasing Card Program Manager to have the card cancelled.
- b. Employee Transfers to Different Department or Terminates from SHA: In the event a Purchasing Card holder takes a position in another department or terminates their employment with SHA, the Purchasing Card shall be cancelled unless the receiving Department Director requests that it be retained. It shall be the responsibility of the sending Department Director or Supervisor to notify the Purchasing Card Program Manager of such Purchasing Cards to be cancelled.

1.040 Purchasing Card Holder Responsibilities

- a. Compliance with Requirements: Purchasing Cardholders are responsible for knowing and complying with the Procurement Policy, these procedures governing use of Purchasing Cards, and applicable procurement requirements, including compliance with applicable solicitation dollar limits and requirements.
- b. Obtaining Reasonable Prices: Purchasing Card holders are responsible for ensuring that the prices paid for their purchases are reasonable, and that, where appropriate, price comparisons are obtained.¹
- c. For Official SHA Business Only: Purchasing Card holders may use Purchasing Cards for official SHA business only. Personal use of the Purchasing Card is strictly prohibited and may subject an employee to disciplinary action.
- d. Prohibited Uses: Purchasing Cards may not be used for the following:

¹ 2 CFR §200.320(a)(2)(i). This regulation requires that "if small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources..."

- A. Cash advances from financial institutions;
 - B. Purchase of equipment, material, or supplies restricted by policies, guidelines or contractual agreements such as fuel and food and beverages (Note: Some incidental purchases of light refreshments (food and beverages) are permitted as long as the purchases are incidental and related to the conduct of official SHA business such as an SHA-sponsored community or resident meeting);
 - C. Travel and travel-related expenses such as lodging, meals, and transportation.
- e. Splitting Transactions Prohibited: In establishing per-transaction and per-month thresholds for the use of Purchasing Cards, it is SHA's policy that Purchasing Card holders shall not deliberately split a purchase in order to obtain goods or services that are in excess of the approved thresholds. On a case-by-case basis, with the written approval of the Department Director and the Purchasing Card Program Manager, established thresholds may be increased for certain individuals with specific and unique purchasing needs.
 - f. Security of Purchasing Cards: Purchasing Card holders must safeguard their Purchasing Card against loss, theft, and unauthorized use. No Purchasing Card holder may loan their card or give their card number to any other individual. Each Purchasing Card holder is responsible for the security of his/her card at all times. In order to minimize liability for unauthorized use, the card holder must report a lost or stolen card immediately.
 - g. Record Keeping and Monthly Reconciliation: Each Purchasing Card holder shall keep receipts, invoices, or other appropriate documentation for all purchases made with the Purchasing Card. On a monthly basis, each Purchasing Card holder must complete an online approval of all transactions made with the card, and reconcile transactions made with those reported on the online bank statement.² Online approvals are due no later than the 10th of the month following the statement closing date (on the 20th of the previous month) to the Purchasing Division. If the Purchasing Card holder misses this deadline their card may be put on temporary suspension until the documentation is received by the Purchasing Division. The Purchasing Card Program Manager, at their discretion, is entitled to suspend purchasing cards for up to two months for any Purchasing Card holders who completes reconciliation past the due date twice within one year. If after reinstatement the Purchasing Card holder is late with their reconciliation within the next twelve-month period, the Purchasing Card Program Manager is entitled to terminate the employee's purchasing card privileges. **NOTE:** Cardholders can access their web-based statement any time during the month. Although they are only required to reconcile monthly, more

² Note: Purchasing Card Holders must view their statements off the Bank website when they reconcile their account online. US Bank Access Online provides a real-time, current transaction list so the Purchasing Card Holders may even reconcile their charges in advance of the statement closing date. The following site includes instructions on accessing accounts online: [US-Bank-Online-User-Guide.pdf \(sharepoint.com\)](#)

frequent reconciliation is both possible and strongly encourage. (Refer to the online instructions for information on accessing cardholder accounts online).

- h. **Missing Receipt Memo:** Purchasing Card holders are responsible for filling out the “Missing Receipt Memo”, in case of a transaction with a missing receipt. For all transaction amounts, the Purchasing Card holder, their direct Supervisor and the Purchasing Card Program Manager must sign prior to submission. Attach the signed memos to your transaction in US Bank portal.
- i. **Disputes and Discrepancies:** Purchasing Card holders are responsible for reporting disputes and discrepancies of charges to the bank sponsoring the Purchasing Card and following through to resolve the issue, and for notifying the SHA Accounts Payable section of such issues.
- j. **Disciplinary Actions:** Purchasing Card holders who violate the Procurement Policy or the terms of the procedures established by SHA may be subject to disciplinary action, including, without limitation, being held personally responsible for any charges incurred, suspension or termination of Purchasing Card privileges.

1.050 Supervisory Review Responsibilities: Supervisors are responsible for reviewing monthly reconciliations and usage of Purchasing Cards by employees reporting to them to determine that the expenditures are valid and necessary for the conduct of SHA business and that the purchases made were not for the personal use of any individual.

1.060 Audit: Purchasing Card transactions are subject to audit for compliance with all applicable laws and regulations. Records must be available for audit on request. The Purchasing Division will maintain the source documentation for all purchases made using the Purchasing Card, but card holders may be called upon to respond to questions concerning any transactions.

2. Corporate Credit Cards

This section contains the procedures for the use of the Corporate Card, a bank sponsored credit card, generally reserved for Department Directors and selected Executive Assistants to Department Directors. Other management staff may be designated by the Chief Financial Officer to use a corporate credit card. Other staff in special circumstances may be issued a corporate card for business purposes that do not align with the uses of a purchasing card.

These credit cards are issued for SHA business purposes and to expedite the purchasing and payment process and to reduce the administrative costs of small purchase transactions, principally made in conjunction with travel or other authorized business conducted on behalf of the Agency. Examples of authorized business include, but are not limited to, memberships

or subscriptions, eligible food and beverage purchases for Agency sponsored events, facility rental and catering for Agency events, as well as training related registrations and materials procurement. Credit card usage must comply with all applicable policies and procedures, including but not limited to SHA's procurement, accounting, and travel requirements.

2.010 Approval by Chief Financial Officer

- a. Delegated Purchasing Authority: The Chief Financial Officer is authorized to establish a Corporate Card Program for SHA. Under this Program, the Chief Financial Officer may authorize the issuance of Corporate Cards, or access to a central travel account established for SHA by a financial institution, to Executive Department members and to Department Directors, and other staff, as deemed appropriate by the Chief Financial Officer. Request for the Corporate Card for all cardholders shall be approved via the credit card application process administered by the Finance and Administration Department's Purchasing Division.
- b. Card Limits: In authorizing Corporate Cards, the card limits for individual transactions and for monthly expenditures shall be appropriate to the duties, responsibilities, and authority of the individual employee. As a rule, the per transaction credit limit shall be \$5,000, with a monthly credit limit of \$20,000; provided, however, that the Chief Financial Officer may approve amounts in excess of these limits if appropriate; provided, that in no event shall the monthly limit exceed \$50,000. A listing of the authorized individuals holding Corporate Cards, as well as their respective per transaction and per month limits, shall be provided to the Board of Commissioners in an annual report of purchasing authorization levels.
- c. Review of Transactions: In approving the issuance of a Corporate Card to an individual employee, the Chief Financial Officer also directs the employee's supervisor to review and approve the employee's monthly Corporate Card expenditures. The Chief Financial Officer is entitled to review and approve the expenditures of any Corporate Card holders. The Executive Director's monthly expenditures shall be reviewed and approved by the Chair of the Board of Commissioner's.

2.020 Administrative Responsibilities

- a. Purchasing Card Program Manager: The Purchasing Card Program Manager shall be responsible for managing the Corporate Card program on behalf of SHA and may delegate certain administrative functions to Purchasing Division staff.
- b. Administrative Duties of the Purchasing Division shall include, but are not limited to, the following:
 - A. Developing procedures for the credit card program.
 - B. Maintaining a list of SHA's cardholders and assigned credit limits.

- C. Serving as liaison to issuing banks and SHA concerning credit card program issues, such as credit card ordering, cancellation, disbursement, etc.
 - D. Informing cardholders of requirements for participating in credit card program, including reporting requirements, eligible expenditures, and expenditure documentation requirements.
 - E. Selectively and/or randomly auditing cardholder transactions.
- c. Credit Limit Changes: Credit limits and other controls are established when the card is authorized and approved by the Chief Financial Officer. If card limits are preventing staff from performing job responsibilities, an approved Expenditure Authorization Form and justification for a temporary or permanent increase may be sent to the Purchasing Card Program Manager. The request shall state the reasons for the change and, if the request is for a temporary change in credit limits, the date on which the temporary increase shall expire and original limits reinstated. The Purchasing Card Program Manager shall make the final decision on temporary requests, provided no single transaction exceeds \$50,000 and no temporary request shall be for more than one month. Permanent changes and temporary changes in excess of \$50,000 shall require approval of the Chief Financial Officer in advance.
 - d. The Purchasing Division: The Purchasing Division shall be responsible for reviewing monthly statements submitted by Corporate Card holders to ensure compliance with applicable accounting, travel, and procurement requirements.
 - e. Suspension/Cancellation of Cards: The Executive Director, Department Directors, the Chief Financial Officer, or the Purchasing Card Program Manager may suspend or cancel the Corporate Card of an employee for good and sufficient reasons. Any such suspension or cancellation shall be in writing to the affected employee with a copy to the Purchasing Card Program Manager. The Chief Financial Officer may reinstate a suspended or cancelled card; provided that the reinstatement shall be in writing and shall include the reasons therefor.

2.030 Corporate Credit Cardholder Responsibilities

- a. Compliance with Requirements: It is the cardholder's responsibility to: (1) use the card for official SHA business only; and (2) know and comply with SHA Policies and procedures governing use of the Corporate Card, including observance of any applicable purchasing solicitation dollar limits and requirements, the Travel Regulations and Reimbursements (SHA Manual Finance 3.9, Revised 04/16/2024) and the Seattle Housing Authority Travel Procedure (dated 04/16/2024). If the cardholder has questions concerning any requirement, they shall seek guidance in advance. Unless the cardholder knows the expenditure is an eligible and proper SHA business expense, they will not use the card for the purchase or procurement. If a purchase or procurement is necessary and there is no opportunity for advance consultation, the cardholder shall proceed cautiously and conservatively. If the cardholder is uncertain as to the documentation required to substantiate an expense, they will obtain a detailed itemized bill/invoice for the expense, including for any meal

costs permitted under the Travel Regulations and Reimbursements (SHA Manual Finance 3.9, Revised 04/16/2024) and the Seattle Housing Authority Travel Procedure (dated 04/16/2024).

b. Inappropriate Uses: Corporate Cards may not be used for the following³:

- A. For personal uses of any kind. No staff may use a corporate credit card for personal expenditures, even with the intent of repaying SHA for the expense, including costs for meals while traveling on SHA business -- permitted meal costs while traveling on SHA business are covered under Per Diem according to the Travel Regulations and Reimbursements (SHA Manual Finance 3.9, Revised 04/16/2024) and the Seattle Housing Authority Travel Procedure (dated 04/16/2024);
- B. For expenditures associated with a person or organization who is not an SHA employee or with whom SHA is not doing business;
- C. For cash advances from financial institutions or ATM's;
- D. For purchases that are prohibited or otherwise restricted by policies, guidelines, or other rules or regulations.

c. Change in Employee Status:

- A. Employee Transfers to a Different Position in the Same Department: If a Corporate Card holder takes a different position in the same department, the Department Director shall evaluate whether the employee's new position still requires the use of a Corporate Card. If the Corporate Card is no longer required, the Supervisor shall contact the Purchasing Card Manager to have the card cancelled.
- B. Employee Transfers to Different Department or Terminates from SHA: In the event a Corporate Card holder takes a position in another department or terminates their employment with SHA, the Corporate Card shall be cancelled unless the receiving Department Director requests that it be retained. It shall be the responsibility of the sending Department Director or Supervisor to notify the Purchasing Card Program Manager of such Purchasing Cards to be cancelled.

d. Security of Corporate Cards: Each Corporate Cardholder is responsible for the security of his/her card at all times. Corporate Card holders must safeguard their Corporate Card against loss, theft, and unauthorized use. No Corporate Cardholder may loan their card or give their card number to any other individual. In order to minimize liability for unauthorized use, the Cardholder must report a lost or stolen card immediately by contacting the bank and notifying Purchasing and the Accounts Payable section.

³ For travel related purchases, Cardholders are advised to consult the Travel Regulations and Reimbursements (SHA Manual Finance 3.9, Revised 04/16/2024) and the Seattle Housing Authority Travel Procedure (dated 04/16/2024) to ensure purchases are allowable travel expenditures.

- e. Record Keeping and Monthly Reconciliation: Each Corporate Card holder shall keep receipts, invoices, or other appropriate documentation for all purchases made with the Corporate Card. On a monthly basis, each Corporate Card holder must complete an online approval of all transactions made with the card, and reconcile transactions made with those reported on the online bank statement.⁴ Online approvals are due no later than the 10th of the month following the statement closing date (on the 20th of the previous month) to the Purchasing Division. If the Corporate Card holder misses this deadline their card may be put on temporary suspension until the documentation is received by the Purchasing Division. The Purchasing Card Program Manager, at their discretion, is entitled to suspend corporate cards for up to two months for any Corporate Card holders who completes reconciliation past the due date twice within one year. If after reinstatement the Corporate Card holder is late with their reconciliation within the next twelve-month period, the Purchasing Card Program Manager is entitled to terminate the employee's corporate card privileges. **NOTE:** Cardholders can access their web-based statement any time during the month. Although they are only required to reconcile monthly, more frequent reconciliation is both possible and strongly encourage. (Refer to the online instructions for information on accessing cardholder accounts online).
- f. Missing Receipt Memo: Purchasing Card holders are responsible for filling out the "Missing Receipt Memo", in case of a transaction with a missing receipt. For all transaction amounts, the Purchasing Card holder, their direct Supervisor and the Purchasing Card Program Manager must sign prior to submission. Attach the signed memos to your transaction in US Bank portal.
- g. Disputes and Discrepancies: Corporate Card holders are responsible for reporting disputes and discrepancies of charges to the bank sponsoring the Corporate Card and for following through to resolve the issue, and for notifying the SHA Accounts Payable section of such issues as well as Purchasing.
- h. Violation of Policies: Corporate Card holders who violate these Policies or procedures shall be personally responsible for any charges incurred, and may be subject to suspension or termination of Corporate Credit Card privileges, and/or may be subject to disciplinary action.

2.040 Supervisory Review Responsibilities: Supervisors or others designated are responsible for reviewing monthly usage of Corporate Cards to determine that the expenditures are valid and necessary for the conduct of SHA business.

2.050 Audit: Corporate Card transactions are subject to audit for compliance with all requirements of SHA's Credit Card program and procedures. Records must be available for

⁴ Note: Purchasing Card Holders must view their statements off the Bank website when they reconcile their account online. US Bank Access Online provides a real-time, current transaction list so the Purchasing Card Holders may even reconcile their charges in advance of the statement closing date. The following site includes instructions on accessing accounts online: [US-Bank-Online-User-Guide.pdf \(sharepoint.com\)](#)

audit on request. While Purchasing will maintain the source documentation for all purchases made using the Corporate Card, cardholders may be called upon to respond to questions concerning any transactions.

3. GAS Cards

3.010 Gas Card Custodian: The Chief Financial Officer and the Purchasing Card Program Manager shall appoint an employee within the Purchasing Division to serve as Gas Card Custodian to administer SHA's Gas Card program. The Gas Card Custodian shall be responsible for the activating, deactivating, and canceling of all Gas Cards upon proper authorization.

3.020 Authorization for Gas Cards: Gas Card authorization for an employee must be requested in writing (an email request is sufficient) to the Gas Card Custodian by the employee's supervisor.

3.030 Personal Identification Numbers: The Gas Card Custodian shall assign a Personal Identification Number (PIN) to each Gas Card holder or employee authorized to use a vehicle-based Gas Card. Employees are responsible for keeping their PIN confidential and not sharing it with anyone else.

3.040 For Official SHA Business Only: Employees with a Gas Card PIN may use the Gas Card for official SHA business only. Personal use of the Gas Card is strictly prohibited, and may subject an employee to disciplinary action.

3.050 Security of Gas Cards: Gas Cards issued to employees may not be loaned to any other individual and must be kept secure at all times. For Gas Cards issued to SHA vehicles, employees using the SHA vehicles are responsible for the security of the Gas Card issued to the vehicles.

3.060 Restrictions on Use: Acceptable charges with the Gas Card include fuel, oil, and small routine maintenance items such as bulbs and wipers not exceeding \$15.00. Gas Cards may also be used to respond to vehicle emergencies when done through the National Auto Club's Municipal Fleet Rescue Program. Gas Cards may not be used for major purchases, service, or parts exceeding \$15.00.

SEATTLE HOUSING AUTHORITY

PROCEDURES FOR DISPUTES, PROTESTS AND APPEALS

These procedures for disputes, protests and appeals are established for the Seattle Housing Authority (“SHA”) in support of SHA’s Procurement Policy and in accordance with applicable laws and regulations.

1. General

2. Filing Deadlines

2.010 Solicitations

2.020 Awards

3. Form and Content of Protests

4. SHA’s review of Protests

5. Manner of Notices

6. Contractual Claims and Disputes

1. General

Unless otherwise specified, in these procedures the term “protest” also includes disputes and appeals. Failure to comply with the procedures set forth herein may render a protest untimely or inadequate and may result in the denial of consideration by SHA.

SHA shall attempt to resolve all procurement-related (solicitation, award and contractual) protests internally without outside review by either HUD or the court system. It is HUD’s policy, and the requirement of [2 CFR §200.318\(k\)](#), that HUD not substitute its judgment for SHA’s in the resolution of protests unless the matter is primarily a Federal concern.

SHA’s Purchasing Division has the responsibility to review and decide on any protests to the procurement process. Except as otherwise set forth in these procedures, the Procurement and Contracts Manager is responsible for ensuring the coordination, hearing, and decision upon all bidding and selection related protests.

2. Filing Deadlines

2.010 Solicitations: Any protest against a solicitation issued by SHA must be received by the Procurement and Contracts Manager before the bid or proposal submittal deadline.

2.020 Awards:

- a. Any protest against the award of a contract based on an ITB must be received by the Procurement and Contracts Manager no later than two (2) full business days after the bid submittal deadline, or before award of the contract, whichever is later. As required by [RCW 39.04.105 \(2\)](#), SHA shall not execute a contract “with anyone other than the protesting bidder without first providing at least two (2) full business days’ written notice” of SHA’s “intent to execute a contract for the project.”
- b. Any appeal of a decision by SHA to reject a bid submitted in response to an ITB must be received by the Procurement and Contracts Manager within two (2) business days after being notified in writing of SHA’s decision.
- c. Any protest against the award of a contract based on an RFP or RFQ or an appeal of a decision by SHA to reject a proposal must be received by the Procurement and Contracts Manager within three (3) business days after notification to an unsuccessful proposer that they were not selected.
- d. Any protest against the award of a contract based on an informal solicitation must be received by the Procurement and Contracts Manager prior to award. Consistent with the nature of the informal process contemplated by [2 CFR §200.320\(a\)](#), it shall be the responsibility of contractors, consultants, and vendors to call SHA regarding the status of a contract award.

3. Form and Content of Protests

All protests must be in writing, signed, and explain in sufficient detail (including any reasonably necessary attachments, documents, or supporting information) the basis of the protest. For protests sent by electronic transmission, the subject line of the electronic transmission must clearly identify that it involves a protest, and it must clearly identify the contract or solicitation to which the protest applies.

4. SHA's Review of Protests

SHA's Procurement and Contracts Manager shall review and investigate properly and timely filed protests and issue a written decision to the protestor.

Any appeal of a formal decision by the Procurement and Contracts Manager must be received within two (2) business days of receipt of such formal decision. Appeals of a formal decision will be reviewed and investigated by the Deputy Director of Finance & Administration of SHA who shall issue SHA's final decision. When SHA determines, pursuant to [RCW 39.04.350](#), that a bidder is not responsible, SHA will not execute a contract with any other bidder until two (2) business days after the bidder determined to be not responsible has received written notice of SHA's final decision.

5. Manner of Notices

All protests, decisions, and other notices must be delivered in person, by overnight delivery with a nationally recognized overnight courier that provides a receipt, by mail in the United States mail postage prepaid, certified, or by electronic mail transmission.

Notices are deemed given:

- a. upon actual receipt (or attempted delivery if delivery is refused), if personally delivered,
- b. one (1) business day following deposit for overnight delivery with a nationally recognized overnight courier that provides a receipt,
- c. on the third (3rd) day following deposit in the United States mail in the manner described above, or
- d. on the same day when sent by electronic mail transmission provided the transmission is sent prior to 4:30 PM Pacific Standard Time. If sent on or after 4:30 PM Pacific Standard Time, the notice will be deemed given on the next business day.

The address for notices for SHA is:

Housing Authority of the City of Seattle
Attn: Purchasing Division
101 Elliott Avenue W,
Suite 100
PO Box 79015
Seattle, WA 98119

Email: purchasing@seattlehousing.org

6. Contractual Claims and Disputes

In accordance with [2 CFR §200.318\(k\)](#), SHA is responsible for the handling and resolution of all contractual claims and disputes according to the requirements and procedures outlined in each contract. Violations of law will be referred by SHA to the local, state, or Federal authority having proper jurisdiction.

Seattle Social Housing Developer

Resolution 2026-02

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SEATTLE SOCIAL HOUSING DEVELOPER APPROVING AND AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO SIGN AN INTERLOCAL AGREEMENT BETWEEN THE SEATTLE HOUSING AUTHORITY AND THE SEATTLE SOCIAL HOUSING DEVELOPER FOR JOINT UTILIZATION OF ARCHITECTURAL OR ENGINEERING SERVICES

The Board of Directors (“Board”) of the Seattle Social Housing Developer (“SSHD”), in Public Session, does hereby find and declare:

WHEREAS, the SSHD is a public development authority organized and operating pursuant to the laws of the State of Washington, and constitutes a “public agency” pursuant to RCW 39.34.020; and

WHEREAS, the Seattle Housing Authority (“SHA”) is a public body corporate and politic organized and operating pursuant to the laws of the State of Washington, and constitutes a “public agency” pursuant to RCW 39.34.020; and

WHEREAS, the SSHD desires to conduct all purchasing in accordance with the applicable laws of the State of Washington; and

WHEREAS, the SSHD is a small agency with only seven employees with immediate needs to procure architectural or engineering services; and

WHEREAS, the Board of the SSHD adopted by reference the SHA’s procurement policies and procedures in open session on March 19, 2026, pursuant to SSHD Resolution 2026-01; and

WHEREAS, the joint utilization of architectural or engineering services between two public agencies is expressly authorized by Chapter 39.34 RCW; and

WHEREAS, the SHA has issued and completed Request for Qualifications (“RFQ”) 5414 for on-call architectural and engineering services in compliance with their procurement policies and procedures, and the requirements of Chapters 39.34 and 39.80, RCW; and

WHEREAS, the SHA has entered into contracts No. 5505 and No. 5506 for on-call architectural or engineering services based on qualified responses to RFQ 5414; and

WHEREAS, the SSHD and SHA have negotiated the terms of an interlocal agreement (“ILA”) entitled “Interlocal Cooperative Purchasing Agreement” and providing for the joint utilization of RFQ 5414 and contracts 5505 and 5506; and

WHEREAS, the ILA is authorized and consistent with the requirements of the Interlocal Cooperation Act, Chapter 39.34 RCW; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Seattle Social Housing Developer as follows:

Section 1. The Board hereby adopts the foregoing recitals as findings of fact and conclusions as if set forth in full herein.

Section 2. The Board authorizes the Chief Executive Officer to sign the ILA entitled “Interlocal Cooperative Purchasing Agreement” attached hereto as Exhibit A and incorporated into this resolution by reference.

Section 3. This resolution is effective immediately.

ADOPTED by the Board of Directors of the Seattle Social Housing Developer at a regular meeting held on March 12, 2026.

ChrisTiana ObeySumner, Chair

SSHD Board of Directors

ATTEST:

Leah Salerno, Secretary

SSHD Board of Directors

EXHIBIT A

Interlocal Cooperative Purchasing Agreement

This Interlocal Cooperative Purchasing Agreement (the “Agreement”) is entered into as of the last date of execution by and between the Housing Authority of the City of Seattle (“SHA”), a Washington public body corporate and politic and the Seattle Social Housing Developer (“SSHD”), a public development authority under the laws of the State of Washington.

RECITALS

- A. Chapter 39.34 of the Revised Code of Washington provides for interlocal cooperation between governmental agencies, and 2 CFR 200 encourages agencies to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services; and
- B. Chapter 39.34 of the Revised Code of Washington further provides that governmental agencies may enter into agreements to jointly utilize architectural and engineering services, provided such services are within the scope of a contract procured in compliance with the requirements of Chapter 39.80 of the Revised Code of Washington; and
- C. SHA and SSHD desire to utilize each other’s procurement processes and competitively awarded contracts when it is in their mutual interest; and
- D. The parties will mutually benefit from (i) being able to jointly bid the acquisition of goods and services where such mutual effort can be planned in advance, and (ii) the acquisition of goods and services under contracts solicited by either party where price is extended by either party’s vendor, contractor, consultant, or service provider to the other party.

AGREEMENT

1. **Cooperative Purchasing.** This Agreement pertains to bids and contracts for supplies, materials, equipment or services that may be required from time to time by the parties. The parties agree to (i) the purchase or acquisition of goods and services by each party acting as agent for either or both parties when agreed to in advance, in writing; and (ii) the purchase or acquisition of goods and services by each party from contracts solicited and entered into by the other party when either a provision has been provided for in the contract for other government agencies to avail themselves of the goods or services offered under the contract, or when the vendor, contractor, consultant or service provider to the contract is willing to extend the prices and other applicable terms of the contract to other government agencies.

2. **Contracting for Goods and Services.** Each of the parties shall contract directly with the bidder, contractor, vendor, supplier, or service provider, and pay directly in accordance with its own payment procedures for its own purchases.

3. **Joint Utilization of SHA On-Call A&E Services RFQ 5414.** The SSHD may utilize, and contract for Architectural or Engineering (“A&E”) services within the scope of, the SHA’s Request for Qualifications (“RFQ”) 5414 that is attached hereto as Exhibit A and incorporated

by reference into this Agreement.

4. Joint Utilization of Contract No. 5505. The SSHD may utilize the services of Innova Architects, Inc. ("Innova"), pursuant to Contract No. 5055, which was entered into between SHA and Innova on or about July 2, 2021, as a result of SHA determining Innova to be qualified based on an evaluation of their response to RFQ 5414. Contract No. 5055 is attached hereto as Exhibit B and incorporated by reference into this Agreement.

5. Joint Utilization of Contract No. 5506. The SSHD may utilize the services of SMR Architects, PLLC ("SMR"), pursuant to Contract No. 5056 entered into between SHA and SMR on or about July 9, 2021, as a result of SHA determining SMR to be qualified based on an evaluation of their response to RFQ 5414. Contract No. 5056 is attached hereto as Exhibit C and incorporated by reference into this Agreement.

6. Right to Contract Preserved. Each party reserves the right to contract independently for the acquisition of goods and services with or without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity. This Agreement shall create no obligation to either of the parties to purchase any particular good or service, nor create to either of the parties any assurance, warranty, or other obligation from the other party with respect to purchasing or supplying any good or service.

7. Compliance with Legal Requirements. Each party shall comply in all material respects with all applicable federal, state, or local laws and regulations including, in particular, bidding requirements applicable to its acquisition of goods and services.

8. Financing. The method of payment is through budgeted or other available funds of the party for whose use the goods or services are actually acquired. Each party accepts no responsibility for the payment for goods or services intended for use by the other party.

9. Filing. Executed copies of this agreement will be filed as required by RCW 39.34.040 prior to this agreement becoming effective.

10. Interlocal Cooperation Disclosure. Each party is entitled to insert in its solicitations for goods or services a provision disclosing that other authorized governmental agencies may also wish to procure the goods or services being offered to the party and allowing the bidder the option of extending its bid to other agencies at the same bid price, terms and conditions.

11. Hold Harmless. Each party is liable and responsible for the consequence of any negligent or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this agreement.

12. Administration. No new or separate legal or administrative entity is created to administer the provisions of this agreement. No obligation, except as stated herein, shall be created between the parties or between the parties and any applicable bidder or contractor.

13. **Non-Delegation/Assignment.** Neither party is entitled to delegate the performance of any obligations under this agreement or to assign any of its right, title or interest in this Agreement except with the prior written consent of the other party.

14. **Term.** This agreement remains in full force and effect until cancelled in writing by either party.

15. **Counterparts.** This Agreement may be signed by the parties in different counterparts and the signature pages combined shall create a document binding on all parties.

16. **Severability.** Any provision of this agreement that is prohibited or unenforceable is ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provision or affecting the validity or enforcement of such provisions.

The parties have executed this Agreement by having their representatives affix their signatures below.

Housing Authority of the City of Seattle

Signed by:
By: *Diana Peterson*
Name: Diana Peterson
Its: Procurement and Contracts Manager
Date: 03/04/2025

Seattle Social Housing Developer

By: _____
Name: _____
Its: _____
Date: _____

EXHIBIT A

REQUEST FOR QUALIFICATIONS
On-Call Architectural and Engineering Services

The Seattle Housing Authority (SHA) is seeking qualifications from qualified Consultants to assist SHA with architectural-engineering services on a work order basis. Services to be provided on various Seattle Housing Authority properties within the City of Seattle. The services may include multidisciplinary design, related engineering services and other services as requested.

Pre-Submission Conference: Those interested in responding to the Request for Qualifications (RFQ) are strongly encouraged to attend a Pre-Submission Conference. Seattle Housing Authority will hold two pre-submittal conferences via Skype:

Tuesday, October 6, 2020 at 10:00 a.m.

Phone Number: 1 (206) 257-3799, Conference ID: 683886382

Thursday, October 8, 2020 at 9:00 a.m.

Phone Number: 1 (206) 257-3799, Conference ID: 508009099

Obtaining the RFQ: Visit our website at <https://www.seattlehousing.org/do-business-with-us/solicitations> to obtain a copy of the RFQ. Any addenda issued for this RFQ will be published at the above-referenced website and submitters are responsible for checking the website prior to submission of Submittals for any addenda. If you are unable to download the RFQ or addenda, you may call Diana Peterson, Sr. Contract Administrator at (206) 615-3470.

Questions: Any questions or requests for further information must be submitted in writing no later than **4:00 p.m. on Tuesday, October 13, 2020**, to the Sr. Contract Administrator noted above by e-mail at purchasing@seattlehousing.org.

Submission Deadline: Submittals must be received not later than **4:00 p.m., on Friday, October 30, 2020**, at SHA's street address below. Submittals are also accepted by US Mail addressed to the P.O. Box below and must be delivered to SHA by the deadline stated above. Faxed or e-mailed submittals will not be accepted.

Seattle Housing Authority
Purchasing Division
Attention: Diana Peterson, Sr. Contract Administrator
190 Queen Anne Avenue North
P.O. Box 19028
Seattle, Washington 98109-1028

Diversity: SHA strongly encourages minority-owned and women-owned businesses, socially and economically disadvantaged businesses, HUD Section 3 businesses, and small businesses to submit or to participate in a subcontracting capacity on SHA contracts.

Rights Reserved: SHA reserves the right to waive as an informality any irregularities in submittals, and/or to reject any and all submittals.

Jena Richmond
Contracts and Procurement Manager

CONSULTANT REGISTRATION FORM

If you plan on submitting your qualifications for this project, please complete this registration form and e-mail it to Diana Peterson, Sr. Contract Administrator at purchasing@seattlehousing.org so that you can be contacted directly if necessary.

SEATTLE HOUSING AUTHORITY

RFQ Solicitation No. 5414

On-Call Architectural and Engineering Services

Name of Firm: _____

Business Address: _____

Contact Information:

Name: _____

Title: _____

Telephone #: _____

Fax #: _____

e-mail: _____

Thank you.



REQUEST FOR QUALIFICATIONS

SOLICITATION NO. 5414

for

On-Call Architectural and Engineering Services

TABLE OF CONTENTS

A. INTRODUCTION.....	1
B. SUBMITTAL REQUIREMENTS.....	2
C. SCOPE OF WORK	4
D. INFORMATION TO BE PROVIDED IN YOUR SUBMITTAL.....	6
E. EVALUATION CRITERIA	8
F. SELECTION PROCESS	9
G. CONTRACT NEGOTIATIONS.....	10
H. ADMINISTRATIVE INFORMATION	10

ATTACHMENTS:

Vendor Fact Sheet

Section 3 Business Certification and Resident Employment Plan

Suspension and Debarment Compliance Certificate for Consultant

Suspension and Debarment Compliance Certificate for Sub-Consultants

**Certifications and Representations of Offerors – Non-Construction Contract
(form HUD-5369-C)**

For-Profit Subgrantee and Contractor Certifications and Assurances Form

Attachment A – Work Order Sample

RFQ Issued On:	Submittal Due:
Thursday, October 01, 2020	4:00 p.m. on Friday, October 30, 2020

Seattle Housing Authority

Request for Qualifications Solicitation No. 5414

On-Call Architectural and Engineering Services

A. INTRODUCTION

- 1) **General:** The Seattle Housing Authority (SHA) is seeking a qualified professional firm (hereinafter “Submitter” and/or “Consultant”) to provide architectural-engineering services of various Seattle Housing Authority properties within the City of Seattle.

Currently SHA owns and operates more than 8,000 apartments and single-family homes at nearly 400 sites throughout the city through its Low-Income Public Housing Program, the Seattle Senior Housing Program and additional housing.

As more fully described below in Section C, Part 2; the initial scope of services for this contract will include:

- (1) on-call, as needed condition assessment services.
- (2) provide design of repairs, preparation of plans, specifications, permit documents, bid documents, and construction administration at a variety of SHA Owned/Managed buildings within the City of Seattle as requested by SHA.

Depending on the project needs, the scope may be extended to include full design and construction administration services for redevelopment of one or more of the sites, which may include new construction and/or rehabilitation.

Firms must meet certain threshold criteria, relative to experience in the design of affordable housing, in order to have their qualifications further evaluated for selection.

- 2) **Seattle Housing Authority Background:** SHA is a public body corporate and politic that provides affordable housing to about 34,000 low-income people in Seattle. SHA operates according to the following Mission and Values:

Our Mission

Our mission is to enhance the Seattle community by creating and sustaining decent, safe and affordable living environments that foster stability and increase self-sufficiency for people with low-income.

Our Values

As stewards of the public trust, we pursue our mission and responsibilities in a spirit of service, teamwork, and respect. We embrace the values of excellence, collaboration, innovation, and appreciation.

The mission of the Seattle Housing Authority is to enhance the Seattle community by creating and sustaining decent, safe and affordable living environments that foster stability and self-sufficiency for people with low incomes. SHA provides long-term,

low-income rental housing and rental assistance to more than 34,000 people in Seattle. SHA owns and operates approximately 8,000 units at nearly 400 sites throughout the city. SHA also administers more than 10,000 Housing Choice Vouchers, enabling low-income residents to receive rental assistance throughout the Seattle housing market. SHA, an independent public corporation established in 1939, is governed by a seven-member Board of Commissioners, two of whom are SHA residents. Commissioners are appointed by the Mayor and confirmed by the City Council. More information is available at www.seattlehousing.org.

- 3) **Women and Minority Business Enterprise (WMBE) Inclusion:** SHA requires submitters to make good-faith efforts to meet SHA's 14% aspirational WMBE goal and provide meaningful opportunities to WMBE firms to participate in the direct performance of commercially useful work as part of the proposed Project Team.
- 4) **Cooperative Purchasing:** RCW 39.34 allows cooperative purchasing between public agencies (political subdivisions) in the State of Washington. Public agencies that file an Interlocal Joint Purchasing Agreement with SHA may also wish to procure the services herein offered by the successful party. The successful party shall have the option of extending its offer to SHA to other agencies for the same cost, terms and conditions.

SHA does not accept any responsibility for agreements, contracts or purchase orders issued by other public agencies to the successful party. Each public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the public agency. SHA accepts no responsibility for the performance of the successful party in providing services to other public agencies, nor any responsibility for the payment price to the successful party for other public-agency purchases.

B. SUBMITTAL REQUIREMENTS

Schedule:

Activity	Location	Day	Date	Time
Pre-Submittal Meeting	Via Skype Conference	Tuesday	10/06/2020	10:00 a.m.
	Via Skype Conference	Thursday	10/08/2020	9:00 a.m.
Deadline for Questions	N/A	Tuesday	10/13/2020	4:00 p.m.
SUBMITTAL DEADLINE AND DELIVERY INFORMATION				
<u>Mail To:</u> Seattle Housing Authority Attn: Diana Peterson, Sr. Contract Admin. P.O. Box 19028 Seattle, WA 98109-1028 <u>OR Hand Deliver To:</u> Seattle Housing Authority Attn: Diana Peterson, Sr. Contract Admin. 190 Queen Anne Avenue N. Seattle, WA 98109		Friday	10/30/2020	4:00 p.m.

Questions: Questions must be in writing and sent prior to the Deadline for Questions date and time shown above. Submit your questions to Diana Peterson at purchasing@seattlehousing.org.

Addenda: In the event there are changes or clarifications to this RFQ, SHA will issue an addendum. Addenda will be published on SHA's website at: <http://www.seattlehousing.org/do-business-with-us>. It is the responsibility of submitters to check this website before submitting and downloading any addenda issued. If you are unable to download the addenda, you may call the Sr. Contract Administrator, Diana Peterson at 206.615.3470 to have a copy of the addenda mailed or e-mailed to you.

Pre-Submittal Meeting: Firms interested in this project (both as a prime consultant or as sub-consultants) are strongly encouraged to join one or both Pre-Submittal Meetings at the dates and times indicated above.

Submittal: The deadlines given above are firm as to place, date, and time. SHA will not consider any submittal received after the deadline and will return all such submittals unopened.

All submittals should be clearly identified when e-mailed to avoid any confusion about recording arrival dates and times. Firms should take this practice into account and submit their materials early to avoid any risk of ineligibility caused by unanticipated delays or other delivery problems. *NOTE: A faxed, or e-mailed submittal is not acceptable.*

Upon request, Purchasing will provide the submitter with an acknowledgment of receipt. All submittals received will become the property of the Seattle Housing Authority and will not be returned to the submitter.

Submittals should be limited to a maximum of 12 pages single sided, or 6 pages double sided in no smaller than 10 point font on 8½" by 11" sheets. The following are NOT INCLUDED in the page limit mentioned above: your cover letter, vendor fact sheet, resumes, Section 3 form, Certifications and Representations of Offerors – Non-Construction Contract (form HUD-5369-C), For-Profit Subgrantee and Contractor Certifications and Assurances Form and the Suspension and Debarment Certificate. Your **cover letter** should express your interest in performing the work. A principal or officer of the firm authorized to execute contracts or other similar documents on the firm's behalf must sign the letter.

1) Required numbers of copies: Submitters responding to this RFQ shall submit one original copy and four copies of their submittal to the address indicated above. **The following items/forms are to be submitted with the one original submittal.**

- Vendor Fact Sheet
- Section 3, Business Certification and Resident Employment Plan Form
- Suspension and Debarment Compliance Certificate for Consultant
- Suspension and Debarment Compliance Certificate for Sub-Consultants
- Certifications and Representations of Offerors (form HUD-5369-C)
- For-Profit Subgrantee and Contractor Certifications and Assurances Form

2) 2) Proprietary Submittal Material:

Any records or materials submitted to SHA in response to this RFQ become public records under Washington State law (see RCW Chapter 42.56, the Public Disclosure Act, at <http://www1.leg.wa.gov/LawsAndAgencyRules>). Public records must be promptly disclosed upon request unless a statute exempts disclosure. Exemptions from disclosure include trade secrets and valuable formulas (see RCW 42.56 and RCW Ch. 19.108); however, public disclosure exemptions are narrow and specific. Submitters are expected to be familiar with any potentially-applicable exemptions, and the limits of those exemptions.

Submitters are obligated to separately bind and clearly mark as “proprietary” information any submittal records they believe are exempted from disclosure. The body of the submittal may refer to these separately-bound records. Submitters should mark as “proprietary” only that information they believe legitimately fits within a public-disclosure exemption. SHA may reject solicitation responses that are marked proprietary in their entirety.

If SHA receives a public disclosure request for records that a Submitter has marked as “proprietary information,” SHA may notify the Submitter of this request and postpone disclosure briefly to allow the Submitter to file a lawsuit under RCW 42.17.330 to enjoin disclosure; however, this is a courtesy of SHA and not an obligation.

SHA has no obligation to assert an exemption from disclosure. If the Submitter believes that its records are exempt from disclosure, the Submitter is obligated to seek an injunction under RCW 42.56. By submitting, the Submitter acknowledges this obligation; the Submitter also acknowledges that SHA will have no obligation or liability to the Submitter if the records are disclosed.

- 3) Cost of Preparing Submittals:** SHA will not be liable for any costs incurred by the Submitter in the preparation and presentation of submittals submitted in response to this RFQ including, but not limited to, costs incurred in connection with the Submitter's participation in demonstrations and the pre-submittal conference.
- 4) Rights Reserved by SHA:** SHA reserves the right to waive as an informality any irregularities in submittals and/or to reject any or all submittals. SHA requests that companies refrain from requesting public disclosure of selection information until a contract has been executed as a measure to best protect the solicitation process, particularly in the event of a cancellation or re-solicitation. With this preference stated, SHA shall continue to properly fulfill all public disclosure requests for such information as required by State Law.

C. SCOPE OF WORK

- 1) The Consultant understands that this is an as-needed Contract with no specific scope of work or payment authorized and that there is no guarantee for any specific amount of work to be assigned under this as-needed Contract. Work shall be assigned by separately executed Work Orders (see Exhibit-A for a sample Work Order document). The Consultant shall provide timely response to completing the

work assigned in Work Orders. Consultant shall perform its duties under this Contract with the care, skill, prudence, and diligence that a responsible, careful, skillful, prudent and diligent person would exercise in similar circumstances.

- 2) The potential scope of services for Work Orders may include, but is not limited to the following:
 - a) Condition Assessments (estimate of remaining service life and code compliance reviews), investigation, analysis and recommendation(s) for repair and/or replacement of existing building envelope components including, but not limited to roofs, windows, doors, gutters and siding.
 - b) Architectural design and related engineering services for building renovations (interior and/or exterior), new building construction, and demolition work.
 - i. Preparation of estimates, schedules, plans and specifications for public works projects, tenant improvement projects and as otherwise requested.
 - ii. Provide support services in other disciplines as required to accomplish assigned Work Orders, including but not limited to:
 - Electrical
 - Mechanical
 - Structural
 - Cost Estimating
 - Civil / Landscaping
 - Surveying
 - Other support services tasks as needed for the work
 - iii. Bidding Support Services
 - iv. Construction Management Services
 - v. Record drawing production from contractor provided redlines
 - c) Cost estimates and schedules during various stages of project development
 - d) Peer and constructability review of design and bid document review and analysis
 - e) Field investigations and surveying
 - f) Additional miscellaneous services and tasks generally associated with Architectural Services and Building Engineering Services and Systems and as otherwise may require architectural services.
 - g) The Consultant may be asked to provide design work related to building exteriors related to replacement of siding/cladding, window, and doors on single and multi-story buildings. This design work will be carried to a 100% design development level of completion and detail including floor plans, reflected ceiling plans, mechanical, electrical, and structural plans, interior elevations and details, as well as specifications. The documentation of this work will become the property of SHA, will be used for all purposes under this contract, and may be used by SHA for other projects outside the scope of this

contract, subject to documentation releasing the architect from liability for use on projects for which the architect is not the architect of record.

- h) It is anticipated that work in this initial phase will be compensated on an hourly-not-to-exceed basis at rates to be established in the contract.
- 3) The scope of work under this contract may be extended to include full services for design, permitting, and construction of buildings to include associated site amenities, utilities, and right-of-way improvements. It is anticipated that such services will be compensated on a fixed-fee basis to be negotiated for each building project. SHA reserves the right in its sole discretion to award contracts for such services to other firms through a competitive selection process based on qualifications.
- 4) The selected Consultant shall engage the services of their sub-consultants, such as landscape architects, interior designers, electrical engineers, mechanical engineers, structural engineers, civil engineers, cost estimators, and other specialty consultants as necessary, subject to SHA approval. Consultants 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.

The selected Consultant shall be asked to perform the following tasks:

Provide services for facility condition assessments to Seattle Housing Authority properties. This will include site visits, and production of reports documenting findings, observations, and recommendations.

Design of repairs, preparation of plans and permit submittal documents. Preparation of construction drawings and specifications to be used for bidding of projects, Construction Administration/Management for building envelope repairs at a variety of Seattle Housing Authority owned or managed buildings within the City of Seattle.

D. INFORMATION TO BE PROVIDED IN YOUR SUBMITTAL

Response / Submittal Content: To facilitate evaluation, submittals should address and be organized in the order of the outline given below and include the following information:

- Cover Letter
- Address each of the evaluation criteria below:
 - Qualifications will be evaluated in two steps:

Part I will consist of evaluation of the firm's experience and qualifications with respect to certain threshold criteria. Firms not meeting the threshold criteria (see D.1. below) will not have their qualifications further evaluated under Part II.

Part II will consist of more detailed evaluation of the qualifications of the firm and the personnel proposed, with respect to experience in affordable housing. In addition, Part II will include evaluation of the firm's WMBE inclusion plan.

1) Part I: Threshold Criteria:

To have its qualifications further considered in Part II, a firm must within the past five years, on its own and not in a team arrangement with another firm, have provided complete architectural services, from schematic design through construction administration and project closeout, for at least one *qualifying project*. A *qualifying project* is one having *all* of the following characteristics:

- a) A multifamily building or buildings of at least 50 dwelling units.
- b) At least half of the dwelling units must be rent-restricted to households earning no more than 30% of Area Median Income for the locale of the project.
- c) Developed by a Public Housing Authority or non-profit developer of affordable housing,
- d) Green Communities, or equivalent sustainable building standard.

Firms not meeting the Threshold Criteria will not have their qualifications evaluated under Part II.

2) Part II: Firm and staff experience with affordable housing

Qualifications will be evaluated on the experience of the firm and the staff proposed, with respect to the following criteria.

- a) Mixed construction-type buildings (IBC/SBC Section 510)
- b) Work with public housing authorities and/or non-profit housing developers
- c) Land use and building permitting in the City of Seattle
- d) Sustainable building standards

- **Relating to Criterion 1: Women and Minority Business (WMBE) Inclusion Plan**

Provide a detailed Inclusion Plan describing your good-faith efforts to meet the aspirational WMBE goal and provide meaningful opportunities to WMBE firms to participate in the direct performance of commercially useful work as part of the proposed Project Team. Your Plan must also include, if applicable, pre-award commitments or agreements with your named WMBE and/or Project Team members' firm(s).

- **Relating to Criterion 2:**

Related experience with design for low-income populations.

- **Relating to Criterion 3:**

Related experience with mixed construction-type buildings (IBC/SBC Section 510).

- **Relating to Criterion 4:**

Related experience working with public housing authorities and non-profit housing developers.

- **Relating to Criterion 5:**

Related experience with land use and building permitting in the City of Seattle.

- **Relating to Criterion 6:**

Related experience with sustainable building standards.

- Provide resumes for the key personnel named in your response.
- Include a list of at least three references for whom the firm or team members have performed similar work in the last five years (including agency or business name of client, contact person, address, telephone number and e-mail address if available.)

E. EVALUATION CRITERIA

Submittals will be evaluated based on the criteria listed in this section and further described in Section D above. In preparing the submittal to SHA, it is important for submitters to clearly demonstrate their expertise in the areas described in this document. Because multiple areas of expertise are required for successfully performing this project, the Submitter, either through in-house staff or sub-consultants, must demonstrate expertise and have available adequate numbers of experienced personnel in all of the areas described.

Submitters are encouraged to identify and clearly label in their submittal how each criterion is being fully addressed. Evaluation of responses to this RFQ will be based only on the information provided in the submittal package, and if applicable, interviews, and reference responses. SHA reserves the right to request additional information or documentation from the firm regarding its submittal documents, personnel, financial viability, or other items in order to complete the selection process. If a responding firm chooses to provide additional materials in their submittal beyond those requested, those materials should be identified as such and included in a separate section of the submittal.

The following criteria with a point system of relative importance with an aggregate total of one hundred (*must match the Total Maximum Points for Qualifications in table below*) points will be utilized to evaluate the qualifications of each submitter:

Evaluation Criteria - Qualifications		Firm Weighting (Max. Points)	Staff Weighting (Max. Points)
1	<u>Women and Minority Business Enterprise (WMBE) Inclusion Plan</u> (See Section D above for a complete description of this Criterion.)	20	N/A
2	Design for low-income populations, such as the elderly and disabled, immigrants, families, and projects with populations comprising more than one of these populations; design principles for low-income and immigrant populations including defensible space and Crime Prevention Through Environmental Design (CPTED)	40	60
3	Mixed construction-type buildings (IBC/SBC Section 510)	10	10
4	Work with public housing authorities and non-profit housing developers	10	10

5	Land use and building permitting in the City of Seattle	10	10
6	Sustainable building standards	10	10
MAXIMUM TOTAL POINTS FOR QUALIFICATIONS		100	100

F. SELECTION PROCESS

An evaluation panel will rate all responses to this RFQ that are received on or before the stated deadline, according to the criteria listed above. Based on its initial evaluation, the panel may:

1. Make a recommendation to SHA's Executive Director and request authority to negotiate a Contract with one or more submitters; or
2. Request additional information from the submitter or submitters whose responses appear to have the greatest likelihood of success; and/or
3. Invite one or more submitter whose responses appear to have the greatest likelihood of success to attend an interview/presentation to discuss their submittal; and then make a recommendation to SHA's Executive Director and request authority to negotiate a contract with one or more submitters.

SHA reserves the right to conduct reference checks, at either or at both of the following two points of the evaluation process:

1. After submittals are evaluated, for the submitter or submitters with the highest-scoring submittal(s).
2. In the event that interviews are held, for the submitter or submitters with the highest-scoring submittal(s) and interview(s).

In the event that information obtained from the reference checks reveals concerns about any submitter's past performance and their ability to successfully perform the contract to be executed based on this RFQ, SHA may, at its sole discretion, determine that the Submitter is not a responsible submitter and may select the next highest-ranked Submitter whose reference checks validate the ability of the Submitter to successfully perform the contract to be executed based on this RFQ. In conducting reference checks, SHA may include itself as a reference if the Submitter has performed work for SHA, even if the Submitter did not identify SHA as a reference.

By submitting in response to this RFQ, the submitter accepts the procurement method used and acknowledges and accepts that the evaluation process will require subjective judgments by SHA and the evaluation panel.

Any protest of the selection process shall be resolved in accordance with SHA's Procurement Policies, which may be reviewed at the following web site address:

<https://www.seattlehousing.org/sites/default/files/Procurement%20Policies.pdf>

G. CONTRACT NEGOTIATIONS

SHA shall negotiate with the most qualified Submitter or Submitters, as determined by evaluation of the responses and, if applicable, interviews. If SHA is unable to reach agreement with any of the highest ranked firms, it may negotiate with the next highest ranked firm or firms, proceeding in turn to each firm that SHA has determined to be qualified, in order of rank. If agreement cannot be reached with any qualified firm, SHA reserves the right to cancel the solicitation.

H. ADMINISTRATIVE INFORMATION

1) Small and/or Disadvantaged Business Enterprise Requirements: SHA strongly encourages minority-owned and women-owned businesses, socially and economically disadvantaged business enterprises, HUD Section 3 businesses, small businesses and veteran-owned businesses to submit submittals, to participate as partners, or to participate in other business activity in response to this RFQ. As outlined in more detail in Section D, SHA has also included a 14% Women and/or Minority Business Enterprise (WMBE) aspirational participation goal. Consequently, in responding to the solicitation, submitters must include an Inclusion Plan demonstrating good faith efforts in seeking meaningful opportunities for WMBEs in the work of the Contract.

2) Section 3 Requirements: Section 3 of the Housing and Urban Development Act of 1968 (hereinafter "Section 3") requires SHA to the greatest extent feasible to provide employment opportunities to Section 3 residents. Section 3 residents include residents of SHA communities and other low-income residents of Seattle. Each Submitter is required to include with their one original submittal, the Section 3 Business Certification and Resident Employment Plan form.

A. Section 3 Contract Language: The following language regarding Section 3 will be included as part of the contract to be executed based on this RFQ.

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). 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.
2. The parties to this contract agree to 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.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractors commitments under this Section 3 clause, and

will post copies of the notice in conspicuous places 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.

4. The contractor 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 subcontractor in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor 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 contractors obligations under 24 CFR part 135.
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.

3) Basic Eligibility: By submitting for this Solicitation:

- A. Submitter represents that it is licensed to do business in the State of Washington and it has a state Unified Business Identifier (UBI) number.
- B. Submitter represents by its submission of the SUSPENSION AND DEBARMENT COMPLIANCE CERTIFICATE FOR CONSULTANT form, attached hereto, that neither it nor its principals/officers are presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Submitter further represents that by submitting and being selected for this work, that it will comply with the requirements regarding sub-contracting and the purchase of supplies or materials for this work and the sub-contractors and/or firms, and their principals/officers are not debarred or otherwise disqualified from doing business with SHA. The Submitter understands that if selected, it shall provide evidence with the SUSPENSION AND DEBARMENT COMPLIANCE CERTIFICATE FOR SUB-CONSULTANTS form attached to this RFQ of Submitter's sub-contractors' (if applicable) eligibility.
- C. Certification and Representations of Offerors Form: The Submitter shall include a completed and signed Certifications and Representations of Offerors form (HUD-5369-C) (attached hereto) for itself.

4) Payment Requirements: Submitters should be aware that SHA will only make payments on the contract issued under this RFQ after the work being billed has been completed, and within 30 calendar days of receipt of a properly prepared and SHA approved invoice from the Consultant. Supporting documentation is required for

payment of reimbursable expenses. No advance payments will be made to the Consultant, who must have the capacity to meet all project expenses in advance of payments by SHA.

- 5) **Approval of Sub-Consultants:** SHA retains the right of final approval of any sub-consultant of the selected Submitter who must inform all sub-consultants of this provision.
- 6) **Documents Produced:** All construction drawings, reports, specifications, and other documents produced under contract to SHA must be submitted to SHA in both hard copy and a digital format that meets SHA's requirements, using Microsoft Office or AutoCad products in an IBM-compatible format. All documents and products created by the Consultant and their sub-consultants shall become the exclusive property of SHA.
- 7) **Other Contracts:** During the original term and all subsequent renewal terms of the contract resulting from this RFQ, SHA expressly reserves the right, through any other sources available, to pursue and implement alternative means of soliciting and awarding similar or related services as described in this RFQ.
- 8) **Funding Availability:** By responding to this RFQ, the Submitter acknowledges that for any contract signed as a result of this RFQ, the authority to proceed with the work is contingent upon the availability of funding.
- 9) **For-Profit Subgrantee and Contractor Certifications and Assurances Form:** In the event that the Contract for these services includes any Federal Grant Funds, the Consultant must submit a completed and signed Certifications and Assurances Form (copy attached to this RFQ) for itself and each sub-consultant, if known will be utilized on the Contract. Such form shall be submitted to SHA with the one original submittal for this RFQ.
- 10) **Contract Requirements:** Submitters may review a sample of SHA's standard contract language that will form the basis for any contract executed based on this solicitation by visiting the following web site:

https://seattlehousing.org/sites/default/files/Architecture_Engineering_Consultant_Contract.pdf

SHA's standard contract document is intended to guide you in developing your Submittal. The actual contract that the successful Submitter and SHA will sign will be based on this sample contract. Please be advised that SHA will only negotiate some aspects of the contract. Much of the contents of the sample contract are based on non-flexible requirements and cannot be modified in any form.

In addition to any SHA-owned properties that may be included in the scope of work of this solicitation, there may be other properties for which SHA serves as General and Managing Partner. These properties are Low-Income-Housing Tax Credit limited partnerships. If any of these Limited Partnership (LP) properties are included in the scope of work under this solicitation, the selected firm must also name those LP's as additional insureds to their policy under the required insurance coverages described

under Section H. 11C. below. The Contract(s) resulting from this solicitation must also be entered into by SHA, the selected firm, and all legal entities, including the LPs if applicable.

SHA may also be acting as an agent to Condominium or other Associations that are associated with the SHA or LP properties included in the scope of work for this solicitation. If so, the contract(s) resulting from this solicitation will be between the selected firm and the applicable Association.

11) Insurance: The following are the insurance requirements that will be included in the contract executed based on this RFQ:

Within seven (7) days from the date of the Notice of Award, and prior to commencement of the Work, Consultant shall obtain all the insurance required by the Contract Documents and provide evidence satisfactory to Owner that such insurance has been procured. Review of the Consultant's insurance by Owner shall not relieve or decrease the liability of Consultant.

Failure of the Consultant to fully comply with the insurance requirements of this 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.

A. General Insurance Requirements:

1. Prior to undertaking any work under this Contract, the Consultant 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 the work of this Contract by the Consultant, its agents, representatives, employees and/or subcontractors (the term subcontractors as used in this Contract shall include sub-consultants). Review of the Consultant's insurance by Owner shall not relieve or decrease the liability of Consultant.
2. The Consultant's insurance shall be primary as respects Owner, and any other insurance maintained by Owner shall be excess and not contributing insurance with the Consultant's insurance.
3. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, the Consultant's Commercial General Liability and Commercial Automobile Liability insurance coverage shall apply as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought.
4. Insurance policies, deductibles, self-insured retentions, and insurance carriers will be subject to review and approval by Owner. Except for Professional Liability Insurance coverage, if applicable, each insurer must either be 1) authorized to do business in the State of Washington and maintain A.M. Best's ratings of "A VII" or higher, or 2) procured as surplus lines under the provisions of RCW Chapter 48.15 ("Unauthorized Insurers"), except as may be otherwise

approved by the Owner. Insurers or reinsurers of Professional Liability (Errors and Omissions) Insurance must have a rating of "B+VII or higher.

B. Insurance Coverage and Terms: The following are the types and amounts of insurance coverage that must be maintained by the Consultant during the term of this Contract. The Consultant must provide acceptable evidence of such coverage prior to beginning work under this Contract. Consultant shall maintain the following insurance coverage for the duration of the contract and for one (1) year after final completion.

1. Commercial General Liability Insurance. Commercial General Liability (CGL) insurance including bodily injury, property damage, and products/completed operations, written on an occurrence form, with the following minimum coverage:

\$1,000,000 each occurrence, and

\$2,000,000 aggregate

Coverage shall extend to cover the use of all equipment on the site or sites of the work of this Contract. In the event that the services to be provided under this Contract involve the Consultant's contact with minor children, and/or elderly, disabled or vulnerable adults as defined in RCW 74.34.020, the Consultant shall provide evidence that sexual misconduct coverage has not been excluded from the policy and is covered under the policy. Acceptable evidence of sexual misconduct coverage must include an endorsement and policy excerpt(s) and is subject to approval by Owner's Risk Manager.

2. Employers Liability or Washington Stop Gap Liability. A policy of Employers Liability or a Washington Stop Gap Liability insurance endorsement with the following minimum coverage:

\$1,000,000 each accident/disease

3. Commercial Automobile Liability Insurance. A policy of Commercial Automobile Liability Insurance, including coverage for owned, non-owned, leased or hired vehicles written on an insurance industry standard form (CA 00 01) or equivalent, with the following minimum coverage:

\$1,000,000 combined single limit (CSL) coverage

4. Workers Compensation. A policy of Workers Compensation. As respects Workers Compensation insurance in the State of Washington, the Consultant shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington (RCW). If the Consultant is qualified as a self-insurer in accordance with Chapter 51.14 RCW, the Consultant shall so certify by a letter signed by a corporate officer, indicating that it is a qualified self-insured, and setting forth the limits of any

policy of excess insurance covering its employees, or any similar coverage required.

5. Professional Liability Insurance: A policy of Errors and Omissions Liability Insurance appropriate to the Consultant's profession. Coverage should be for a professional error, act, or omission arising out of the scope of work shown in the Contract, with the following minimum coverage:

\$1,000,000 each Claim

If the Professional Liability Insurance policy is written on a claims-made form, the Consultant warrants continuation of coverage, either through policy renewals or the purchase of an extended reporting period ("tail") for a minimum of three (3) years from the date of completion of the work authorized by the Contract. In the event that the Consultant is authorized to engage subconsultants, each subconsultant shall provide evidence of separate professional liability coverage equal to the levels specified above, unless such requirement is waived in writing by Owner.

6. Cyber Liability: When applicable, the Consultant shall provide Cyber Liability coverage including both first and third party coverage, covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.

\$1,000,000 each Occurrence

Cyber liability coverage can be either stand alone or included within the Professional liability policy

7. Commercial Crime Insurance/Employee Theft Insurance. When applicable, a policy of Commercial Crime Insurance/Employee Theft Insurance including third party coverage in favor of OWNER with the following minimum coverage:

\$1,000,000 per claim / aggregate

- C. Owner As Additional Insured: All liability policies except Professional Liability and Workers Compensation shall be endorsed to include Owner as additional insured on a primary and noncontributory basis for Work performed in accordance with the Contract documents, and all insurance certificates shall evidence the Owner as additional insured.
- D. Waiver of Subrogation: Consultant's policy shall provide waiver of subrogation by endorsement or otherwise.
- E. Deductibles or Self-Insured Retention: Any deductibles or self-insured retentions \$25,000 or higher must be declared to, and approved by the Owner. The deductible and/or self-insured retention of the policies shall not limit or apply to

the Consultant's liability to the Owner. Payment of deductibles shall be the responsibility of the Consultant.

F. No Limitation of Liability - The limits of liability specified herein are minimum limits only. Such minimum limits of liability requirements shall not be construed to limit the liability of the Consultant or of any of their respective insurers. The Consultant shall include the Owner as an additional insured for primary and non-contributory limits of liability for the full valid and collectible limits of liability maintained by the Consultant whether such limits are primary, excess, contingent or otherwise. This provision shall apply regardless of whether limits maintained by the Consultant are greater than the minimum limits required by this Contract, and regardless of whether the certification of insurance by the Consultant specifies lower minimum limits than those specified for or maintained by the Consultant.

G. Proof of Insurance and Insurance Expiration:

1. The Consultant shall furnish certificates of insurance and policy endorsements as evidence of compliance with the insurance requirements of the Contract. Such certificates and endorsements must be signed by a person authorized by that insurance company to bind coverage on its behalf.
2. The Owner must be included as an Additional Insured on a primary and non-contributory basis on all Commercial General Liability and Automobile Liability policies of the Consultant. As respects the CGL insurance such additional insured status shall be evidenced by an ISO endorsement form CG2010 or equivalent.
3. As respects CGL insurance such Additional Insured status shall contain a "separation of insureds" provision.
4. The Consultant shall include all subconsultants at any tier as insureds under its policies (except for Professional Liability insurance) and ensure that the Consultant's coverage of subconsultants under the Consultant's policies is not excluded by any policy provision or endorsement. Alternatively, the Consultant shall:
 - a.) Obtain from each subconsultant not insured under the Consultant's policy or policies of insurance, evidence of insurance meeting all the requirements of this Contract, and
 - b.) Maintain such evidence on file for a period of one (1) year after the completion of this Contract and, upon request, submit such evidence to SHA for examination.
5. The Consultant's insurance shall not be reduced or canceled without forty-five (45) days prior written notice to Owner, except for cancellation for nonpayment of premium, which notice shall not be less than ten (10) days prior to such date, unless a longer period of written notice is required under the provisions of Revised Code of Washington (RCW 48.18.290). The Consultant shall not permit any required insurance coverage to expire during the term of this Contract.

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.

H. Criminal Background Investigation: The Consultant shall conduct a criminal background investigation of all employees, volunteers, subcontractors and sub-consultants performing any work who may reasonably be expected to have direct or incidental contact with SHA residents, SHA staff members, or vulnerable population. In addition, a criminal background investigation shall be performed for any person performing work under this Contract who is given use of an SHA building-access card or who collects payments of any kind. The criminal background investigation shall include, but not necessarily be limited to, a Washington State Patrol background report or if the employee, volunteer, subcontractor or subconsultant resides in a state other than Washington, the background report should be obtained from the state patrol office where the employee, subcontractor or subconsultant has resided for the last 3 years. In the event a background check provides evidence of a felony conviction that information shall be provided to the SHA Project Manager. If any person performing work under this Contract is charged with a felony, the Consultant agrees to remove that person from performing any further work on the project unless and until SHA agrees in writing to allow the person to continue.



VENDOR FACT SHEET

Return this Form TO: Seattle Housing Authority, Purchasing Division,
ATTN: **Diana Peterson, Sr. Contract Administrator**
190 Queen Anne Ave N, P.O Box 19028, Seattle WA 98109-1028

General Business Information:

Name of Business, Organization, or Name of Person (if payment is to an individual):

For SHA Use Only:

JDE Vendor No.

Mailing Address for Payments:

City:

State:

Zip Code:

E-Mail Address:

Telephone No.:

Fax No.:

DUNS No.:

Washington UBI No.:

City of Seattle Business License No.:

Washington Contractor's License No.:

President/General Manager:

Principal products and/or services offered:

Type of Organization (check one):

Individual

☐

Sole Proprietor

☐

Partnership

☐

Corporation

☐

Governmental Agency

☐

Other _____

☐

Employee Tax ID No. (TIN) or Social Security No. (if Individual):

Substitute IRS Form W-9 Certification:

Under penalties of perjury, I hereby certify that the number shown on this form is my correct taxpayer identification number, and that I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and I am a U.S. person (including a U.S. resident alien). **Note:** The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

**SIGN
HERE →**

Signature of U.S. Person

Date

Ownership Status (check all that apply):

- ☐ **MBE** (Minority-Owned Business Enterprise)
☐ **WBE** (Women-Owned Business Enterprise)
☐ **MWBE** (Minority / Women-Owned Business Enterprise)
☐ **CBE** (Combination Business Enterprise)
☐ **Small Business** ☐ **HUD** **Section 3**

Business

- ☐ Certified by OMWBE (Washington State Office of Minority and Women's Business Enterprises)
☐ Self-Identified (SHA may request a signed statement re: self-certification)

Racial/Ethnic Status (check one):

- ☐ Caucasian (1)
☐ African American (2)
☐ Native American (3)
☐ Hispanic American (4)
☐ Asian/Pacific American (5)
☐ Hasidic Jews (6)

Method of Contract Payments: As outlined on the reverse side of this form, for contracts over one million dollars, SHA's method of contract payments is through an electronic virtual credit card issued by SHA's e-payables vendor, Bank of America. Unless SHA grants a waiver, Vendors will receive an enrollment form from SHA following issuance of a contract.

SIGN BELOW:

Signature of Authorized Representative of Vendor:

Date:

By signing immediately above, the Vendor hereby represents the following:

- The Vendor certifies that to the best of its knowledge and belief, neither it, nor any person/principal or firm which has an interest in the Vendor's firm, is ineligible to participate in a SHA contract, purchase order, direct pay or other transaction, pursuant to the Certification of Eligibility provision specified in the Vendor Fact Sheet Instructions, or;
- The Vendor will comply with SHA's General Terms and Conditions applicable to Purchase Orders, if the Vendor will be supplying goods and/or services through an SHA Purchase Order.

To obtain a copy of the General Terms and Conditions, call (206) 615-3379 or visit our Web site at :

[https://www.seattlehousing.org/sites/default/files/Purchase Orders Terms Conditions.pdf](https://www.seattlehousing.org/sites/default/files/Purchase%20Orders%20Terms%20Conditions.pdf)

Vendor Fact Sheet Instructions

Thank you for your interest in doing business with the Seattle Housing Authority (SHA). We look forward to doing business with you. If you have any questions about completion of the Vendor Fact Sheet, please call us at (206) 615-3379.

In order for SHA to make payments to you or to procure goods or services from you, we need the information requested on the Vendor Fact Sheet, which also serves as a substitute IRS W-9 Form. The information about you will be entered into our computerized payment system and will allow us to make required reports to the Federal government about our business and payment transactions.

Substitute IRS Form W-9 Certification: In completing the Vendor Fact Sheet, you must sign the "Substitute IRS Form W-9 Certification" or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct taxpayer identification number to SHA, you must cross out the portion of the certification after the word "and" in line two, through the end of line five, before signing the form. Detailed instructions about IRS Form W-9 are included on the form, which may be obtained by calling our office at (206) 615-3379 or visiting the IRS web site at www.irs.gov.

Certification of Eligibility: In order to do business with SHA, the Vendor must be eligible to:

- 1) Be awarded contracts by any agency of the U.S. Government, HUD, or the State in which this Contract work is to be performed; or,
- 2) Participate in HUD programs pursuant to 24 CFR Part 24.

The websites to verify eligibility of the firm and its principals are: <https://www.sam.gov/SAM/> and [http://portal.hud.gov/hudportal/HUD?src=/topics/limited denials of participation](http://portal.hud.gov/hudportal/HUD?src=/topics/limited_denials_of_participation). By signing the Vendor Fact Sheet, the Vendor understands that the certification of eligibility is a material representation of fact upon which reliance was placed when SHA agreed to enter into the transaction with the Vendor. SHA may require the Vendor to submit such certification on an annual basis depending on the terms of its contract or the frequency of its business transactions with SHA. If the Vendor subcontracts any portion of the work, the Vendor will be required to submit a similar certification of eligibility to SHA for any Vendor subcontracts. Any written contract executed between SHA and the Vendor shall include these provisions, which may also be referred to as Suspension/Debarment provisions.

Contract Payments: Unless SHA grants a waiver, its method of contract payment for contracts of one million or more is through its Bank of America epayables program. Payments will be made electronically through a virtual Visa credit card. Benefits for using this method include reduced labor costs associated with the processing of checks and enhancing cash flow by eliminating float time associated with the mailing of checks. To learn more about the program, please click here or copy and paste the following URL into your browser: www.bankofamerica.com/epayablesvendors. For new vendors, SHA will automatically send an enrollment form upon contract award. If you have questions about the program, please contact Brenda Mix, SHA's Accounts Payable Manager, at 206-615-3421 or Brenda.Mix@seattlehousing.org.

Small Businesses: *The Vendor Fact Sheet also requests information about whether your business is owned and controlled by women or minorities, and/or is a small business. The following are definitions of these terms for your use. This information provides valuable information to SHA in its efforts to ensure its contracting program meets its diversity objectives and requirements.*

- **WMBE:** Minority and women-owned business enterprises must either be self-identified or certified by, the Washington State Office of Women's and Minority Business Enterprises (OMWBE) to be at least fifty-one percent owned by women and/or minority group members.
- **Small Business:** A small business means a business concern, including its affiliates, that is independently owned and operated, not an affiliate or subsidiary of a business dominant in its field of operation, and qualified as a small business under the criteria and size standards in 13 CFR 121. Furthermore, a business is considered small according to the Small Business Administration's established guidelines provided to such businesses.
- **HUD Section 3 Business:** A business that is owned 51% or more by a Section 3 qualified person, or where 30% or more of the permanent, full-time employees of the business are Section 3 qualified persons, or where the business can provide evidence of a commitment to subcontract in excess of 25% of the amount of all subcontracts to other Section 3 certified businesses. A Section 3 qualified person must live in the metropolitan statistical areas identified on SHA's Section 3 form and whose income level meets or falls below the stated income limits.

Seattle Housing Authority

Section 3 Business Certification

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). 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 low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

For more information regarding the Section 3 requirements for Consulting Contracts and to view the full contract provisions, see Section 7 of the standard contract at:

https://www.seattlehousing.org/sites/default/files/Consultant_Professional_Services_Contract.pdf

Section 3 Business Criteria: Your business is eligible for Section 3 Certification if it meets any one of the following criteria. If your business meets one or more of these criteria, please circle the applicable criteria.

1. Fifty-one percent or more of your business is owned and managed by a Section 3 qualified person or persons. (See qualification guidelines below) A completed and signed Individual Certification form for each Section 3 qualified person or persons is required to be submitted.
2. Thirty percent or more of your permanent, full time employees are Section 3 qualified persons. (When seeking certification under this criteria, please submit a listing of all current, permanent, full-time employees, as well as a completed and signed Individual Certification form for each Section 3 qualified employee.)
3. You can provide evidence of a commitment to subcontract in excess of 25 percent of the amount of all subcontracts to Section 3 certified businesses. (When seeking certification under these criteria, please consult with the Section 3 Coordinator regarding the documentation to be submitted.)

Section 3 Person Criteria: A Section 3 qualified person must:

- 1) Be a City of Seattle Housing Authority public housing resident; or
- 2) Live in the metropolitan statistical area (MSA) covering King, Snohomish, and Pierce counties, and,
- 3) Earn no more than the following amounts for the respective MSA area:

Region/Area	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
King and Snohomish Counties	\$ 56,200	\$64,200	\$ 72,250	\$ 80,250	\$ 86,700	\$ 93,100	\$ 99,550	\$ 105,950
Pierce County	\$ 41,800	\$ 47,800	\$ 53,750	\$ 59,700	\$ 64,500	\$ 69,300	\$74,050	\$ 78,850

Section 3 Statement: Please check the appropriate box below.

- ☐ My business is eligible to be certified as a Section 3 business in accordance with the criteria circled above under Section 3 Business Criteria.
- ☐ My business is not a Section 3 business.

Signature:		Date Signed:
Name:	Title:	
Company Name:		
Address:		
Telephone Number:		

Note: If you certify above that your business is a Section 3 business, SHA will request documentation and additional information as may be reasonably required to certify whether your business qualifies as a Section 3 business.

Section 3 Resident Employment Plan

Section 3 of the Housing and Urban Development Act of 1968 (hereinafter "Section 3") requires SHA, to the greatest extent feasible, to provide employment opportunities to "Section 3 residents." Section 3 residents include residents of SHA communities and other low income residents of the metropolitan statistical area (hereinafter "MSA") covering King, Snohomish, and Pierce counties. SHA residents, preferably residents of the SHA community in which the work is to be done, are favored over other low-income residents of the MSA.

For construction contracts only:

- Each bidder is required to submit with their bid a plan which will result in the hiring of Section 3 residents to perform the work contemplated by the bid. SHA has established a goal that 100% of all new hires be Section 3 Residents to the greatest extent feasible.
- At a minimum, the Contractor and its subcontractors shall advertise new positions created in order to perform the work called for herein and will post notices to the Contractor's commitments under Section 3 in conspicuous places at the work site. In addition, the Contractor must notify each labor organization with whom it or its subcontractors have a collective bargaining agreement or other understanding of these Section 3 commitments.

For consulting contracts only:

- Firms are required to include this Section 3 Resident Employment Plan (hereinafter "Plan") in their submittal showing, if applicable, the hiring of Section 3 residents to perform the work contemplated by the submittal.

In order to fulfill its Section 3 obligations, the Contractor/ Consultant may work with service providers on site at various SHA communities including, but not limited to, Neighborhood House and the Employment Opportunities Center. The plan should specify the number of positions the Contractor/ Consultant expects will be created and what minimum qualifications and skills will be required in order to perform the positions. The plan, if applicable, should also address the Contractor/ Consultant's strategy for recruiting SHA residents for the available positions, which should include consultation with SHA's Section 3 Coordinator.

1. How many new positions do you expect this contract will require you to create?

2. Describe each position and provide the name and provide the location of the person(s) taking applications for each such position.

3. What minimum skills will be required for each position?

4. Please describe any training opportunities which the contract may create and any agreements concerning training you have.

5. How will you advertise these positions to SHA residents?

If you have any questions about this form, please call Cary Calkins at (206) 588-4314.

SEATTLE HOUSING AUTHORITY

SUSPENSION AND DEBARMENT COMPLIANCE CERTIFICATE FOR CONSULTANT

By signing below, the Consultant certifies that to the best of its knowledge and belief neither its firm nor any of its principals as named below are presently debarred, suspended, or have been declared ineligible or are excluded from participation in this transaction by any federal, state or local government.

Consultant's Firm Name: _____

Address: _____

City, State, Zip: _____

	PRINCIPAL(S) Name(s)	Title(s)
1		
2		
3		
4		
5		

Consultant's Signature	Printed Name	Title	Date

NOTE: This requirement applies to the Consultant's firm as well as its principals. Principal is defined in the regulation (2 CFR 180.995) as follows:

- 1) An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or
- 2) A consultant or other person, whether or not employed by the participant or paid with Federal funds, who-
 - a) Is in a position to handle Federal funds;
 - b) Is in a position to influence or control the use of those funds; or,
 - c) Occupies a technical or professional position capable of substantially influencing the development or outcome of an activity require to perform the covered transaction.

The federal websites to verify eligibility include: <https://www.sam.gov/SAM/> and http://portal.hud.gov/hudportal/HUD?src=/topics/limited_denials_of_participation.

SEATTLE HOUSING AUTHORITY

SUSPENSION AND DEBARMENT COMPLIANCE CERTIFICATE FOR SUB-CONSULTANTS

The Prime Consultant may use this form if the Prime can verify that their Sub-Consultants named below, nor any of their principals are debarred, suspended or ineligible from involvement by Federal, State or Local Government. If the Prime is unable to verify this information, the Prime must send the previous SUSPENSION AND DEBARMENT COMPLIANCE CERTIFICATE FOR CONSULTANT form to each sub- consultant to be completed and returned.

Prime Consultant's Name: _____ certifies that neither any of the sub- consulting firms named below, nor any of its principals are debarred, suspended or ineligible from involvement by Federal, State or Local Government. I understand that the Seattle Housing Authority (SHA) relies on this certification and I understand that I am obligated to submit the following to SHA:

- A certification for any new sub- consultant hired after submission of this certification.
- A renewal certification for every sub- consultant on the anniversary of the Contract execution date if the Contract Time extends beyond one year.

(Note: In lieu of this certification, the Prime Consultant may elect to submit a separate certification signed by each sub- consulting firm to SHA as evidence of sub- consultant eligibility. It is the Prime Consultant's responsibility to initiate, obtain, and provide all such individual sub-consultant certifications to SHA.)

Prime Consultant's Signature	Printed Name	Title	Date

Sub- Consultant Firm Listing: (If sub- consultants are not involved in the project, please enter **NONE.**)

If additional pages are necessary, copy this form to ensure signed statement precedes any listing of sub- consultants.

Please contact Diana Peterson, Sr. Contract Administrator, at 206-615-3470 or by e-mail at diana.peterson@seattlehousing.org if you have any questions regarding compliance with this requirement.

Certifications and Representations Of Offerors Non-Construction Contract

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No: 2577-0180 (exp. 7/30/96)

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding / offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/Offerors to certify to the Has Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1) ☐ has, ☐ has not employed or retained any person or company to solicit or obtain this contract; and
- (2) ☐ has, ☐ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a) ☐ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) ☐ is, ☐ is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) ☐ is, ☐ is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:
(Check the block applicable to you)

- | | |
|---|---|
| ☐ Black Americans | ☐ Asian Pacific Americans |
| ☐ Hispanic Americans | ☐ Asian Indian Americans |
| ☐ Native Americans | ☐ Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or submittal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or submittal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage.

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for submittals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a submittal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:

For-Profit Subgrantee and Contractor Certifications and Assurances

The Department of Housing and Urban Development (HUD) requires that all for-profit Subgrantees and Contractors on HOPE VI projects sign this “Certifications and Assurances” form certifying that they will comply with the specific federal requirements described below. The parties who must sign a “Certifications and Assurances” form are defined below:

- **Subgrantees:** These are for-profit organizations to which the Housing Authority (Housing Authority or Grantee) has awarded a grant from the HOPE VI grant that the Housing Authority received from HUD. The subgrantee is accountable to the Housing Authority for the use of the funds provided, but the Housing Authority is ultimately accountable to HUD.
- **Contractors:** This includes any for-profit contractor, consultant, service provider, or supplier that the Housing Authority contracts with for goods or services on any HOPE VI project.

.....

Certification and Assurance: The subgrantee or contractor executing this certification hereby assures and certifies that it will comply with all of the applicable requirements of the following, as the same may be amended from time to time, including adding appropriate provisions to all contracts between Grantee and for-profit Subgrantees or Contractors:

- (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
- (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
- (3) Compliance with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)
- (4) Compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)
- (5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)
- (6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor

regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

- (7) Notice of awarding agency requirements and regulations pertaining to reporting.
- (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
- (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
- (13) 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 (Pub. L. 94-163, 89 Stat. 871).

The information contained in this certification is true and accurate, to the best of my knowledge.

Name of Subgrantee or Contractor	Name and Contract Number:	
Signature of Authorized Certifying Official:	Title:	Date:

WARNING: Section 1001 of the Title 18 of the United States Code (Criminal Code and Criminal Procedure, 72 Stat.967) applies to this certification. 18 U.S.C. 1001, among other things, provides that whoever knowingly and willfully makes or uses a document or writing knowing the same to contain any false, fictitious or fraudulent statement or entry, in any matter within jurisdiction of any department or agency of the United States, shall be fined no more than \$10,000 or imprisoned for not more than five years, or both.

Return this form to:

Seattle Housing Authority
Attn: Diana Peterson, Sr. Contract Administrator, Purchasing
P.O. Box 19028
Seattle, WA 98109-1028

EXHIBIT B

Contract No. 5505
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 Innova Architects, Inc., 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 as one of the qualified firms 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 DESIGN PROFESSIONAL'S SERVICES

The Design Professional shall perform services on an as-needed basis. There is no specific scope of work or payment authorized and there is no guarantee for any specific amount of work to be assigned under this Contract. Actual work shall be assigned by separately executed Work Orders (see **Exhibit B** for a sample Work Order document). The Design Professional shall provide timely response to completing the work assigned in Work Orders. Design Professional shall perform its duties under this Contract with the care, skill, prudence and diligence that a reasonable, careful, skillful, prudent architect providing services for similar projects in Seattle would exercise in similar circumstances.

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

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 be entitled to rely upon the accuracy of the services provided by those working under contract with the Owner, and Design Professional shall coordinate the services of those other design professionals as appropriate to completion of services under this contract.

WORK ORDER PLACEMENT. When work is required under this Contract, SHA will contact the Design Professional. The Design Professional will be provided information regarding the services required and will be given an opportunity to ask questions. SHA and the Design Professional shall negotiate the cost and scope of work. A Work Order will be prepared describing the Service required, the cost, schedule and the work products to be delivered. The Work Order shall be signed by both parties.

Assigned Work Orders may include, but are not limited to the development of typical dwelling unit plans, details, and specifications, feasibility studies for sites targeted for redevelopment, full services for design, permitting, and construction of buildings on one or more of the sites studied in the initial phase of an assigned Work Order, or other related architect - engineer services.

It is anticipated that work in the initial phase(s) of a Work Order will be compensated on an hourly-not-to-exceed basis at rates established in this contract.

If further work (i.e., full services for design, permitting, and construction of buildings, etc.) is authorized by Change Order to the Work Order, it is anticipated that such services will be compensated on a fixed-fee basis to be negotiated for each building project.

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.

SHA reserves the right in its sole discretion to award contracts for any of these services to other firms through a competitive selection process based on qualifications.

SHA does not guarantee that work orders will be issued on a regular basis or that the value of all issued work orders will total a specific contract value. This Contract is with one of the three firms to be selected through this RFQ process, SHA has the right to determine how to distribute the work amongst the three selected firms.

Services will be provided in connection with properties located within the City of Seattle. Properties may or may not be owned by SHA. Properties may or may not be vacant, and non-vacant properties may or may not be occupied at the time the services are rendered.

A.1.1 ARCHITECT – ENGINEER REQUIREMENTS

Where the scope of work under a Work Order includes the preparation of documents requiring the stamp or seal of a registered architect, landscape architect, professional engineer or land surveyor, the applicable requirements of **Article A1.3** shall govern the Architect's services.

A.1.2 [NOT USED]

A.1.3 PHASES AND DESCRIPTIONS OF BASIC SERVICES

A.1.3.1 SCHEMATIC DESIGN/PRELIMINARY STUDY PHASE

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; however, it shall not constitute a representation that the project can be constructed for the estimated cost. 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 changes in scope by the Owner, 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 investigation (unless investigation is included in the scope of work for a Work Order to this Contract), 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

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

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 prevent conflicts in the plans and specifications, and to prevent conflicts with the existing conditions reported to the Design Professional.

A.1.3.3.3 Drawings on Electronic Media

The Design Professional shall supply drawings on electronic media to the Owner, in a medium 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. Subject to the provisions of Section C.1.4, Design Professional shall be entitled to reimbursement for revisions resulting from changes in scope, budget, or deficiencies in the work of other consultants not retained by Design Professional.

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 as currently interpreted.

A.1.3.4 BIDDING AND AWARD PHASE

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.1.3.5 CONSTRUCTION PHASE

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 material 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

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 TIME OF PERFORMANCE (TO BE SPECIFIED IN EACH WORK ORDER)

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: COMPENSATION AND PAYMENT (TO BE SPECIFIED IN EACH WORK ORDER)

ARTICLE C: RESPONSIBILITIES

C.1 DESIGN PROFESSIONAL'S RESPONSIBILITIES

C.1.1 BASIC SERVICES

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

C.1.2 ADDITIONAL SERVICES

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

C.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.

C.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.

C.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.

C.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.

C.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.

C.2 OWNER'S RESPONSIBILITIES

C.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.

C.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.

C.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.

C.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.

C.2.4.1 SURVEY AND PROPERTY RESTRICTIONS

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

C.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.

C.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.

C.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.

C.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.

C.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 D: 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 fully executed Work Order between the Design Professional and SHA. All work under this Contract's Work Orders shall be completed between the date authorized to begin work and the completion date specified in the Work Order. The established completion time for the tasks and the entire Work Order period shall not be extended because of any delays attributable to the 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 Work Order.

ARTICLE E: TERM OF CONTRACT

The term of this Contract shall be three years from the date the last party signs the Contract. By mutual agreement, the Contract may be extended in one year increments for two additional years. During the term of the Contract, and at SHA's sole discretion, SHA may solicit and award contracts for the same or similar services.

ARTICLE F: PAYMENTS

F.1 WORK ORDER COMPENSATION

F.1.1 Compensation under each Work Order will be on either an hourly to-an-estimate basis, or a lump sum fixed fee basis. The Design Professional agrees to perform all of the work set forth in an executed Work Order for an amount not to exceed the Work Order 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.

F.1.2 It is understood that for Work Orders 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 required by Work Order.

F.1.3 The basis of payments (hourly rate, lump sum, etc.) will also be specified in the Work Order. Payments shall be made up to the Work Order 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 under the Work Order shall not relieve the Design Professional of the obligation to perform all the work set forth in the Work Order in a satisfactory manner.

F.1.4 Where services during construction are performed on an hourly basis, the services when performed shall be billed at the hourly rate for the classification of personnel appropriate to the services performed (see EXHIBIT A for the hourly rates), regardless whether the person actually performing the services is classified at a higher rate and would otherwise be billed at the higher rate.

F.1.5 Hourly Rates for Work Orders entered into during the first year of this Contract are set forth in **EXHIBIT A** hereto. Hourly rates may be changed by change order to this Contract not more often than annually, but any such changes shall apply to new Work Orders only and not to Work Orders in progress.

F.1.6 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 Work Order. Reimbursable Expenses are in addition to the Fixed Fee for Basic 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.

F.1.6.1 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%

F.1.6.1.1 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.

F.1.6.2 EXPENSES NOT ALLOWED

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

F.1.6.3 MARKUP FOR SUB-CONSULTANTS INVOICES

F.1.6.3.1 Where a scope of work 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.

F.1.6.4 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. If the additional services needs to begin prior to having a Change Order in place, the SHA Project Manager will send a Notice-to-Proceed e-mail to the Design Professional's assigned Project Manager and a written Change Order will be signed as soon as possible after that Notice-to-Proceed e-mail.

F.1.6.5 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 G: 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 H: 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 I: SUBSTITUTIONS

I.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, which consent shall not be unreasonably withheld.

I.2 KEY PERSONNEL

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

- Paul McCormick, PE, SE, Engineering Project Manager
- Steve Hall, PE, Structural Engineer
- Scott Rhodes, NCARB, Lead Architect Project Manager
- Scott Saladis, Lead Design Associate ESDS Coordinator

Each Work Order will specify the Design Professional's key personnel for the Work Order, which may include additional or other personnel than identified above.

Where work is performed by Subcontractors, the above requirements shall apply the same as if performed by the Design Professional.

ARTICLE J: DISPUTES

J.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.

J.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.

J.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.

J.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.

J.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 K: 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:

K.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.

K.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.

K.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").

K.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.

K.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.

K.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.

K.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.

K.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.

K.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.

K.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).

K.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).

K.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 L: 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 caused by its work under any Work Order assignment to this Contract, but only 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. Design Professional's indemnity obligations as set forth herein shall be limited to the greater of its fee for the work or the available proceeds of the insurance coverage required by this Contract or coverage required by the particular Work Order if the Work Order coverages are different from the Contract coverages.

ARTICLE M: INSURANCE

M.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.

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.

M.1.1.1 GENERAL INSURANCE REQUIREMENTS

M.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).

M.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.

M.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.

M.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.

M.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.

M.2.1 COMMERCIAL GENERAL LIABILITY INSURANCE: Commercial General Liability (CGL) 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.

M.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**

M.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

M.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.

M.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.

M.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:

\$1,000,000 per Claim and \$2,000,000 Annual Aggregate

If the Professional Liability Insurance policy is written on a claims-made form, the Design Professional shall provide 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 sub-consultants, each sub-consultant shall provide evidence of separate professional liability coverage equal to the levels specified above, unless such requirement is waived in writing by Owner.

M.2.7 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 sub-consultants, 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.

M.2.8 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.

M.2.9 Owner as Additional Insured: 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.

M.3 INSURANCE COVERAGE ENDORSEMENTS AND CERTIFICATES:

M.3.1 PROOF OF INSURANCE AND INSURANCE EXPIRATION:

M.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.

M.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.

M.3.1.3 As respects CGL insurance such Additional Insured status shall contain a "separation of insureds" provision.

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

M.3.1.4.1 Obtain from each sub-consultant not insured under the Design Professional's policy or policies of insurance, evidence of insurance meeting all the requirements of this Contract, and

M.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.

M.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.

M.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.

M.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 sub-consultant resides in a state other than Washington, the background report should be obtained from the state patrol office where the employee, subcontractor or sub-consultant 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 N: 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 O: STATUS OF DESIGN PROFESSIONAL AND EMPLOYEES

O.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.

O.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.

O.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 P: 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 Q: 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 R: 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 S: CERTIFICATE AND RELEASE

Prior to final payment of any Work Order under this contract or prior to settlement upon a mutually agreed termination of any Work Order under this 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 the Work Order under this contract, other than such claims, if any, as may be specifically excepted by the Design Professional in stated amounts set forth therein.

ARTICLE T: 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 U: 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. Owner shall indemnify Design Professional from any claims for injury or damage caused by such re-use.

ARTICLE V: 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 W: 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 X: 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 Y: 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 Z: 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 AA: COMPLETE CONTRACT

This Contract, including all Attachments to this Contract, contain all provisions agreed upon by the parties in making and entering into this Contract. This Contract provides for the execution of Work Orders in connection with any work to be performed the Design Professional under this Contract. When each such Work Order is executed, then that Work Order, including all Attachments to that Work Order, shall become part of this Contract for the purposes of the work assigned by that Work Order. In the event of any inconsistencies in language between these documents, the order of precedence shall be first the specific Work Order that assigns the work that is at issue, and then this Contract. If any terms and/or conditions are not mentioned in a Work Order, then those terms and conditions of this Contract shall apply to all work under that Work Order the same as if set forth fully in that Work Order. 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 BB: 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:

Jena Richmond, Contracting and Procurement Manager
Seattle Housing Authority
190 Queen Anne Avenue North
P.O. Box 19028
Seattle, WA 98109-1028

If to the Design Professional:

Paul McCormick, CEO
INNOVA Architects, Inc.
950 Pacific Avenue, Suite 450
Tacoma, WA 98402

ARTICLE CC: 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.

INNOVA Architects, Inc.
950 Pacific Avenue, Suite 450
Tacoma, WA 98402

Seattle Housing Authority
190 – Queen Anne Avenue North
P.O. Box 19028
Seattle, WA 98109-1028

By: Paul B. McCormick 7-2-21
Signature Date

Paul McCormick
CEO

By: [Signature] 7/2/21
Signature Date

[Signature]
Rodrick C. Brandon
Executive Director

EXHIBITS:

- A. Schedule of Hourly Rates
- B. Sample Work Order

EXHIBIT A - Schedule of Hourly Rates - Contract No. 5505

The following INNOVA Architects, Inc.'s May 2021 – May 2022 Schedule of Hourly Rates are to be used on assigned Work Orders to this Contract No. 5505. Changes may be made for Work Orders assigned after May 2022.

INNOVA ARCHITECTS INC. BILLING RATES For Year 2021, Updated 2-20-21



ARCHITECT STAFF	Billing Rate
Principal	\$246
Department Director	\$230
Sr. Project Manager	\$178
Project Manager	\$143
Senior Project designer	\$198
Project Designer	\$138
Architect 3	\$159
Architect 2	\$135
Architect 1	\$106
Staff Architect Senior (Associate)	\$159
Staff Architect 3 (Associate)	\$140
Staff Architect 2 (Associate)	\$114
Staff Architect 1 (Associate)	\$84

ENGINEERING STAFF	Billing Rate
Sr. Project Manager Engineering	\$244
Project Manager Engineering	\$214
Project Engineer 5 (Sr. Proj Engr)	\$184
Project Engineer 4	\$160
Project Engineer 3	\$140
Project Engineer 2	\$111
Project Engineer 1	\$100
Engineer Technician Senior	\$167
Engineer Technician Intermediate	\$119
Engineer Technician Entry	\$95
Design Technician Senior	\$135
Design Technician Intermediate	\$116
Design Technician Entry	\$94

ADMINISTRATION	Billing Rate
CEO / President	\$278
Office Admin Manager	\$124
Manager/Comptroller	\$187
Accounting Manager	\$136
Accounting /Payroll Coordinator	\$119
Sr. Administrative Assistant	\$106
Administrative Assistant	\$83
Marketing Manager	\$125
Sr, Marketing Coordinator	\$111
Marketing Coordinator	\$103
Legal Matter, of any kind	\$375

Rates shown above are for the year shown. Rates are subject to change annually.

EXHIBIT A - Schedule of Hourly Rates - Contract No. 5505

The following INNOVA Architects, Inc.'s May 2021 – May 2022 Schedule of Hourly Rates are to be used on assigned Work Orders to this Contract No. 5505. Changes may be made for Work Orders assigned after May 2022.



**2021
FEE SCHEDULE
Standard Hourly Rates**

Principal	\$205.00
Associate Principal	\$185.00
Senior Associate	\$175.00
Associate	\$155.00
Senior Engineer/Specialty Designer	\$140.00
Engineer/Senior Designer	\$125.00
Engineering Assistant/Designer	\$ 105.00
Revit Modeler / Drafter / CAD Technician	\$ 90.00
Spec Typist	\$ 80.00

Reimbursable Expenses

Copies (8 ½ x 11)	\$0.15/Sheet
Copies (24" x 36")	\$5.50/Sheet
Copies (30" x 42")	\$5.50/Sheet
Mileage	\$0.50/Mile

EXHIBIT A - Schedule of Hourly Rates - Contract No. 5505

The following INNOVA Architects, Inc.'s May 2021 – May 2022 Schedule of Hourly Rates are to be used on assigned Work Orders to this Contract No. 5505. Changes may be made for Work Orders assigned after May 2022.

NAKANO ASSOCIATES

DESIGN FOR HEALTHY COMMUNITIES

May 2021**BILL RATES - HOURLY**

Senior Principal	\$155.00
Principal	\$147.00
Senior Associate	\$115.00
Associate	\$90.00

Cost Reimbursable Expenses

Reprographic production and other expenses, if approved and authorized, will be billed at cost plus 10% markup.

Mileage (per mile), per federal IRS annual rates.

Sub-consultants & Vendors, if approved and authorized, will be billed at cost plus 10% markup.

LANDSCAPE ARCHITECTS
853 Hiawatha Place S
Seattle WA 98144
Tel. 206 292 9392
www.nakanoassociates.com

EXHIBIT A - Schedule of Hourly Rates - Contract No. 5505

The following INNOVA Architects, Inc.'s May 2021 – May 2022 Schedule of Hourly Rates are to be used on assigned Work Orders to this Contract No. 5505. Changes may be made for Work Orders assigned after May 2022.



January 25, 2021

Client Use

2021 T+M Rate Sheet**January, 2021**

Rate by Person

Employee Name	Job Title	Direct Hourly Labor Rate	Overhead Rate 162.60%	Sub-Total (Rate +OH)	Profit 10.0%	Total Billable Rate/hour
Dennis Teschlog	Senior Cost Estimator	\$ 73.45	\$ 119.43	\$ 192.87	\$ 19.29	\$ 212.16
Scott Batrick	Senior Cost Estimator	\$ 73.45	\$ 119.43	\$ 192.87	\$ 19.29	\$ 212.16

EXHIBIT A - Schedule of Hourly Rates
Contract No. 5505

The following INNOVA Architects, Inc.'s May 2021 – May 2022 Schedule of Hourly Rates are to be used on assigned Work Orders to this Contract No. 5505. Changes may be made for Work Orders assigned after May 2022.



THE GREENBUSCH GROUP, INC.

Hourly Rates, 2021

Classification	Rates
Mechanical	
Principal	\$ 220.00
Sr. Mechanical Engineer	\$ 155.00
Mechanical Engineer	\$ 145.00
Mechanical Designer I	\$ 110.00
Mechanical Designer II	\$ 90.00
VT Consultant	\$ 110.00
Lead CAD Tech	\$ 115.00
CAD Tech	\$ 85.00
Acoustical	
Principal	\$180 - \$220
Lead Acoustician	\$ 130.00
Acoustician I	\$ 115.00
Acoustician II	\$ 105.00
Acoustician III	\$ 75.00
Acoustical Intern	
Audio/Video	
Principal	\$ 220.00
Consultant I	\$ 110.00

EXHIBIT B – Sample Work Order Document

Contract No. 5505

Contract No. 5505	
Contract Title: Architect – Engineer Services	
WORK ORDER NO. _____	
WORK ORDER TITLE: _____	
LOCATION/ADDRESS: _____	
<u>DESIGN PROFESSIONAL:</u>	<u>SHA PROJECT MANAGER:</u>
NAME: INNOVA Architects, Inc.	NAME: _____
ADDRESS: 950 Pacific Avenue, Suite 450 Tacoma, WA 98402	ADDRESS: 190 Queen Anne Avenue N. P.O. Box 19028 Seattle, WA 98109-1028
TELE. #: 253-_____	TELE. #: _____
Email: _____	Email: _____

THIS WORK ORDER is made and entered into between the Seattle Housing Authority, hereinafter referred to as "SHA" a public body corporate and politic and **INNOVA Architects, Inc.** hereinafter referred to as "Design Professional" for the Project described in this Work Order.

Authorization for this Work Order is through the Architect – Engineer Services Contract, hereinafter referred to as "Contract" identified above. The order of precedence as relates to this Work Order shall be the Work Order as first precedence, and the Contract as second precedence. If any terms and/or conditions are not mentioned in this Work Order, those terms and conditions of the Contract automatically apply to this Work Order the same as if set forth fully herein.

Scope of Work:

SHA and Design Professional agree as set forth below:

EXHIBIT C

Contract No. 5506

On-Call Architectural and Engineering Services

THIS CONTRACT, made and entered into between the Seattle Housing Authority, a public body corporate and politic, hereinafter referred to as "SHA," and SMR Architects, PLLC, 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 as one of the qualified firms 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 DESIGN PROFESSIONAL'S SERVICES

The Design Professional shall perform services on an as-needed basis. There is no specific scope of work or payment authorized and there is no guarantee for any specific amount of work to be assigned under this Contract. Actual work shall be assigned by separately executed Work Orders (see **Exhibit B** for a sample Work Order document). The Design Professional shall provide timely response to completing the work assigned in Work Orders. Design Professional shall perform its duties under this Contract with the care, skill, prudence and diligence that a reasonable, careful, skillful, prudent architect providing services for similar projects in Seattle would exercise in similar circumstances.

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

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 be entitled to rely upon the accuracy of the services provided by those working under contract with the Owner, and Design Professional shall coordinate the services of those other design professionals as appropriate to completion of services under this contract.

WORK ORDER PLACEMENT. When work is required under this Contract, SHA will contact the Design Professional. The Design Professional will be provided information regarding the services required and will be given an opportunity to ask questions. SHA and the Design Professional shall negotiate the cost and scope of work. A Work Order will be prepared describing the Service required, the cost, schedule and the work products to be delivered. The Work Order shall be signed by both parties.

Assigned Work Orders may include, but are not limited to the development of typical dwelling unit plans, details, and specifications, feasibility studies for sites targeted for redevelopment, full services for design, permitting, and construction of buildings on one or more of the sites studied in the initial phase of an assigned Work Order, or other related architect - engineer services.

It is anticipated that work in the initial phase(s) of a Work Order will be compensated on an hourly-not-to-exceed basis at rates established in this contract.

If further work (i.e., full services for design, permitting, and construction of buildings, etc.) is authorized by Change Order to the Work Order, it is anticipated that such services will be compensated on a fixed-fee basis to be negotiated for each building project.

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.

SHA reserves the right in its sole discretion to award contracts for any of these services to other firms through a competitive selection process based on qualifications.

SHA does not guarantee that work orders will be issued on a regular basis or that the value of all issued work orders will total a specific contract value. This Contract is with one of the three firms to be selected through this RFQ process, SHA has the right to determine how to distribute the work amongst the three selected firms.

Services will be provided in connection with properties located within the City of Seattle. Properties may or may not be owned by SHA. Properties may or may not be vacant, and non-vacant properties may or may not be occupied at the time the services are rendered.

A.1.1 ARCHITECT – ENGINEER REQUIREMENTS

Where the scope of work under a Work Order includes the preparation of documents requiring the stamp or seal of a registered architect, landscape architect, professional engineer or land surveyor, the applicable requirements of **Article A1.3** shall govern the Architect's services.

A.1.2 [NOT USED]

A.1.3 PHASES AND DESCRIPTIONS OF BASIC SERVICES

A.1.3.1 SCHEMATIC DESIGN/PRELIMINARY STUDY PHASE

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; however, it shall not constitute a representation that the project can be constructed for the estimated cost. 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 changes in scope by the Owner, 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 investigation (unless investigation is included in the scope of work for a Work Order to this Contract), 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

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

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 prevent conflicts in the plans and specifications, and to prevent conflicts with the existing conditions reported to the Design Professional.

A.1.3.3.3 Drawings on Electronic Media

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

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

Auto Desk Inc.'s Revit computer software

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. Subject to the provisions of Section C.1.4, Design Professional shall be entitled to reimbursement for revisions resulting from changes in scope, budget, or deficiencies in the work of other consultants not retained by Design Professional.

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 as currently interpreted.

A.1.3.4 BIDDING AND AWARD PHASE

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.1.3.5 CONSTRUCTION PHASE

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 material 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

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 TIME OF PERFORMANCE (TO BE SPECIFIED IN EACH WORK ORDER)

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: COMPENSATION AND PAYMENT (TO BE SPECIFIED IN EACH WORK ORDER)

ARTICLE C: RESPONSIBILITIES

C.1 DESIGN PROFESSIONAL'S RESPONSIBILITIES

C.1.1 BASIC SERVICES

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

C.1.2 ADDITIONAL SERVICES

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

C.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.

C.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.

C.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.

C.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.

C.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.

C.2 OWNER'S RESPONSIBILITIES

C.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.

C.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.

C.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.

C.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.

C.2.4.1 SURVEY AND PROPERTY RESTRICTIONS

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

C.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.

C.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.

C.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.

C.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.

C.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 D: 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 fully executed Work Order between the Design Professional and SHA. All work under this Contract's Work Orders shall be completed between the date authorized to begin work and the completion date specified in the Work Order. The established completion time for the tasks and the entire Work Order period shall not be extended because of any delays attributable to the 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 Work Order.

ARTICLE E: TERM OF CONTRACT

The term of this Contract shall be three years from the date the last party signs the Contract. By mutual agreement, the Contract may be extended in one year increments for two additional years. During the term of the Contract, and at SHA's sole discretion, SHA may solicit and award contracts for the same or similar services.

ARTICLE F: PAYMENTS

F.1 WORK ORDER COMPENSATION

F.1.1 Compensation under each Work Order will be on either an hourly to-an-estimate basis, or a lump sum fixed fee basis. The Design Professional agrees to perform all of the work set forth in an executed Work Order for an amount not to exceed the Work Order 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.

F.1.2 It is understood that for Work Orders 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 required by Work Order.

F.1.3 The basis of payments (hourly rate, lump sum, etc.) will also be specified in the Work Order. Payments shall be made up to the Work Order 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 under the Work Order shall not relieve the Design Professional of the obligation to perform all the work set forth in the Work Order in a satisfactory manner.

F.1.4 Where services during construction are performed on an hourly basis, the services when performed shall be billed at the hourly rate for the classification of personnel appropriate to the services performed (see EXHIBIT A for the hourly rates), regardless whether the person actually performing the services is classified at a higher rate and would otherwise be billed at the higher rate.

F.1.5 Hourly Rates for Work Orders entered into during the first year of this Contract are set forth in **EXHIBIT A** hereto. Hourly rates may be changed by change order to this Contract not more often than annually, but any such changes shall apply to new Work Orders only and not to Work Orders in progress.

F.1.6 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 Work Order. Reimbursable Expenses are in addition to the Fixed Fee for Basic 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.

F.1.6.1 **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%

F.1.6.1.1 **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.

F.1.6.2 **EXPENSES NOT ALLOWED**

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

F.1.6.3 **MARKUP FOR SUB-CONSULTANTS INVOICES**

F.1.6.3.1 Where a scope of work 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.

F.1.6.4 **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. If the additional services needs to begin prior to having a Change Order in place, the SHA Project Manager will send a Notice-to-Proceed e-mail to the Design Professional's assigned Project Manager and a written Change Order will be signed as soon as possible after that Notice-to-Proceed e-mail.

F.1.6.5 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 G: 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 H: 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 I: SUBSTITUTIONS

I.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, which consent shall not be unreasonably withheld.

I.2 KEY PERSONNEL

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

- John Woodworth, Architect, AIA, Principal
- Rumi Takahashi, Architect, AIA, LEED AP, BD+C, Design Lead

- John Putre, Architect, Project Manager
- Andrew Phillips, Architect, Renovation Specialist
- Kate Smith, Architect, NCARB, QA/QC

Each Work Order will specify the Design Professional's key personnel for the Work Order, which may include additional or other personnel than identified above.

Where work is performed by Subcontractors, the above requirements shall apply the same as if performed by the Design Professional.

ARTICLE J: DISPUTES

J.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.

J.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.

J.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.

J.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.

J.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 K: 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:

K.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.

K.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.

K.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").

K.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.

K.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.

K.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.

K.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.

K.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.

K.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.

K.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).

K.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).

K.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 L: 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 caused by its work under any Work Order assignment to this Contract, but only 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. Design Professional's indemnity obligations as set forth herein shall be limited to the greater of its fee for the work or the available proceeds of the insurance coverage required by this Contract or coverage required by the particular Work Order if the Work Order coverages are different from the Contract coverages.

ARTICLE M: INSURANCE

M.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.

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.

M.1.1.1 GENERAL INSURANCE REQUIREMENTS

M.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).

M.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.

M.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.

M.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.

M.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.

M.2.1 COMMERCIAL GENERAL LIABILITY INSURANCE: Commercial General Liability (CGL) 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.

M.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**

M.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

M.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.

M.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.

M.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:

\$1,000,000 per Claim and \$2,000,000 Annual Aggregate

If the Professional Liability Insurance policy is written on a claims-made form, the Design Professional shall provide 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 sub-consultants, each sub-consultant shall provide evidence of separate professional liability coverage equal to the levels specified above, unless such requirement is waived in writing by Owner.

M.2.7 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 sub-consultants, 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.

M.2.8 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.

M.2.9 Owner as Additional Insured: 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.

M.3 INSURANCE COVERAGE ENDORSEMENTS AND CERTIFICATES:

M.3.1 PROOF OF INSURANCE AND INSURANCE EXPIRATION:

M.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.

M.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.

M.3.1.3 As respects CGL insurance such Additional Insured status shall contain a "separation of insureds" provision.

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

M.3.1.4.1 Obtain from each sub-consultant not insured under the Design Professional's policy or policies of insurance, evidence of insurance meeting all the requirements of this Contract, and

M.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.

M.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.

M.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.

M.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 sub-consultant resides in a state other than Washington, the background report should be obtained from the state patrol office where the employee, subcontractor or sub-consultant 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 N: 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 O: STATUS OF DESIGN PROFESSIONAL AND EMPLOYEES

O.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.

O.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.

O.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 its 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 P: 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 Q: 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 R: 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 S: CERTIFICATE AND RELEASE

Prior to final payment of any Work Order under this contract or prior to settlement upon a mutually agreed termination of any Work Order under this 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 the Work Order under this contract, other than such claims, if any, as may be specifically excepted by the Design Professional in stated amounts set forth therein.

ARTICLE T: 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 U: 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. Owner shall indemnify Design Professional from any claims for injury or damage caused by such re-use.

ARTICLE V: 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 W: 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 X: 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 Y: 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 Z: 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 AA: COMPLETE CONTRACT

This Contract, including all Attachments to this Contract, contain all provisions agreed upon by the parties in making and entering into this Contract. This Contract provides for the execution of Work Orders in connection with any work to be performed the Design Professional under this Contract. When each such Work Order is executed, then that Work Order, including all Attachments to that Work Order, shall become part of this Contract for the purposes of the work assigned by that Work Order. In the event of any inconsistencies in language between these documents, the order of precedence shall be first the specific Work Order that assigns the work that is at issue, and then this Contract. If any terms and/or conditions are not mentioned in a Work Order, then those terms and conditions of this Contract shall apply to all work under that Work Order the same as if set forth fully in that Work Order. 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 BB: 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:

Jena Richmond, Contracting and Procurement Manager
Seattle Housing Authority
190 Queen Anne Avenue North
P.O. Box 19028
Seattle, WA 98109-1028

If to the Design Professional:

John Woodworth, Member
SMR Architects, PLLC

117 S Main Street, Suite 400
Seattle, WA 98104

ARTICLE CC: 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.

SMR Architects, PLLC
117 S Main Street, Suite 400
Seattle, WA 98104

Seattle Housing Authority
190 – Queen Anne Avenue North
P.O. Box 19028
Seattle, WA 98109-1028

By:  June 2, 2021
Signature Date
John Woodworth
Member

By:  6/9/21
Signature Date
 Rodrick C. Brandon
Executive Director

EXHIBITS:

- A. Schedule of Hourly Rates
- B. Sample Work Order

EXHIBIT A - SCHEDULE OF HOURLY RATES - CONTRACT NO. 5506

The following SMR Architects, PLLC's May 2021 - May 2022 Schedule of Hourly Rates are to be used on assigned Work Orders to this Contract No. 5506. Changes may be made for Work Orders assigned after May 2022.

SMR ARCHITECTS | ARCHITECTURE

ROLE	HOURLY RATE
Principal	\$160
Associate Principal	\$140
Associate	\$120
Project Manager	\$110
Architectural Staff 2	\$90 - \$100
Architectural Staff 1	\$75 - \$85
Admin	\$85

SMR's Proposed Sub-Consultants

4EA BUILDING SCIENCE | BUILDING ENVELOPE CONSULTING

ROLE	HOURLY RATE
Technical Level 9	\$225
Technical Level 8	\$210
Technical Level 7	\$190
Technical Level 6	\$175
Technical Level 5	\$160
Technical Level 4	\$145
Technical Level 3	\$135
Technical Level 2	\$125
Technical Level 1	\$115
Clerical	\$65

BEE | BUILDING ENVELOPE CONSULTING

ROLE	HOURLY RATE
Project Engineer/Project Manager	\$250
Inspector/Testing Manager	\$220
Project Inspector	\$205
Design Drafting	\$205
Technical Office Support	\$130
Mileage Rate	\$1.60 per mile
Expenses	Cost + 20%

BRH | SURVEYING

ROLE	HOURLY RATE
Clerical	\$82
Research Technician	\$109
Utility Locator	\$98
Survey Coordinator	\$119
Survey CAD Technician	\$113
Engineering CAD Technician	\$113
Engineering CAD Designer	\$134
Sr. Engineering CAD Designer	\$153
Design Engineer (EIT)	\$122
Project Engineer (PE)	\$134

Project Manager	\$149
Sr. Project Manager (PE, PLS)	\$153
Principal Project Manager (PE, PLS)	\$182
Principal (PE, PLS)	\$251
Expert Witness (PE, PLS)	\$306
1 Person Field Crew	\$110
2 Person Field Crew	\$188
3 Person Field Crew	\$259
Overtime	1.50 X Rates

COUGHLIN PORTER LUNDEEN | STRUCTURAL ENGINEERING

ROLE	HOURLY RATE
Principal	\$205
Associate Principal	\$195
Associate	\$190
Senior Project Manager	\$185
Project Manager	\$175
CAD Manager	\$160
Project Engineer I	\$155
Project Engineer II	\$140
Engineer I	\$125
Engineer II	\$115
Engineer III	\$90
Senior Technician	\$135
Technician I	\$130

Technician II	\$115
Technician III	\$100
Technician IV	\$80
Administration	\$70
Intern	\$70

DCW COST | COST ESTIMATING

ROLE	HOURLY RATE
Directors	\$175
Specialists	\$165 - \$175
Cost Estimators*	\$150 - \$165
Clerical	\$85
Deposition and Trial	Additional 50%
<i>*Primary work performed by Cost Estimators including peer QC</i>	

ECOTOPE, INC. | M/P ENGINEERING AND ENVIRONMENTAL SERVICES

ROLE	HOURLY RATE
Principal	\$320
Senior Mechanical Engineer	\$230
Mechanical Engineer	\$210
Lead Plumbing Designer	\$210
Project Manager	\$190
Mechanical Project Engineer	\$180
Lead Drafter	\$150

Mechanical Designer	\$120
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ENDELMAN AND ASSOCIATES | ACCESSIBILITY

ROLE	HOURLY RATE
Principal – General Consulting (except for Special Litigation Consulting and Testifying Expert Services below) – Michael B. Schneider, AIA, CASp	\$350
Senior Consultant / Project Manager	\$240
ADA Consultant / Surveyor	\$205
Software Programmer – sub-consultant	\$170
Professional Cost Estimator – Subconsultant as needed	\$175
Technical Designers / CADD	\$180
Administrative Support / Technical Assistant	\$115
Rates for Litigation Consulting & Expert Witness Services	
Principal – Special Litigation Consulting – Preparation of Testimony in support of Legal issues; Negotiation Sessions and Mediations.	\$470
Principal - Testifying Expert Services – Testimony and Depositions.	\$560
Senior Consultant - Special Litigation Consulting - Preparation of Testimony in support of Legal issues; Negotiation Sessions and Mediation Sessions.	\$370
Senior Consultant - Testifying Expert Services – Testimony and Depositions.	\$455

GEOENGINEERS | GEOTECHNICAL

ROLE	HOURLY RATE
Technical Support Staff	
Project Assistant/Administrator 1	\$77
Project Assistant/Administrator 2	\$83
Project Assistant/Administrator 3	\$94
CAD Technician	\$98
*Field Technician	\$101
Professional Staff	
Staff Engineer/Scientist 1	\$110
Staff Engineer/Scientist 2	\$128
Staff Engineer/Scientist 3	\$152
Project Engineer	\$179
Senior Engineer	\$194
Associate	\$213
Principal	\$226
Senior Principal	\$244
*Hours in excess of 8 hours in a day or 40 hours in a week will be charged at one and one-half times the hourly rates listed above.	

GLUMAC | COMMISSIONING

ROLE	HOURLY RATE
Project Manager - Level 5	\$235
Project Manager - Level 4	\$225
Project Manager - Level 3	\$215
Project Manager - Level 2	\$210

Project Manager - Level 1	\$205
Project Engineer - Level 5	\$235
Project Engineer - Level 4	\$225
Project Engineer - Level 3	\$200
Project Engineer - Level 2	\$185
Project Engineer - Level 1	\$175
Project Administrator	\$150
Principal	\$275
Energy Analysis - Level 5	\$235
Energy Analysis - Level 4	\$185
Energy Analysis - Level 3	\$175
Energy Analysis - Level 2	\$160
Energy Analysis - Level 1	\$150
Designer - Level 5	\$200
Designer - Level 4	\$185
Designer - Level 3	\$175
Designer - Level 2	\$165
Designer - Level 1	\$150
Commissioning - Level 5	\$225
Commissioning - Level 4	\$185
Commissioning - Level 3	\$175
Commissioning - Level 2	\$150
Commissioning - Level 1	\$125
CAD - Level 1	\$115

BIM - Level 5	\$200
BIM - Level 4	\$185
BIM - Level 3	\$170
BIM - Level 2	\$150
BIM - Level 1	\$135
Associate Principal	\$250

I.L. GROSS STRUCTURAL ENGINEERS | STRUCTURAL ENGINEERING

ROLE	HOURLY RATE
Principal-in-Charge	\$145
Project Manager	\$120
Project Engineer	\$95
Drafter/BIM	\$85

KAREN KEST LANDSCAPE ARCHITECTS | LANDSCAPE ARCHITECTURE

ROLE	HOURLY RATE
Principal	\$145
Sr. Landscape Architect/Designer	\$110
Mid level Landscape Arch./Designer	\$100
Jr. Landscape Architect/Designer	\$90
Administrative	\$80

KPFF | CIVIL ENGINEERING

ROLE	HOURLY RATE*
Principal	\$220
Associate/Project Manager	\$180
Project Engineer	\$140
Design Engineer	\$120
Project Coordinator	\$110
Drafter/3D Modeler	\$110
Administrator	\$80
<i>*Rates are subject to adjustment in July 2021.</i>	

MIG | CIVIL ENGINEERING AND LANDSCAPE ARCHITECTURE

ROLE	HOURLY RATE
Principal / Director	\$185 - \$310
Sr. Engineer VII	\$210 - \$230
Sr. Engineer VI	\$175 - \$210
Engineer V / Landscape Architect V	\$165 - \$185
Engineer IV / Landscape Architect IV	\$140 - \$160
Engineer III / Landscape Architect III	\$130 - \$145
Sr. CAD Technician / Sr. Project Assistant	\$125 - \$140
Engineering Tech / Landscape Architect / Architect / CAD Technician	\$90 - \$120
Project Assistant / Administration	\$95 - \$110
Civil Designer / Landscape Designer / Graphics	\$85 - \$115
Intern	\$40 - \$80

Specialty Consultant / Expert	\$350
Minimum Professional Service	\$400

O'BRIEN360 | ENVIRONMENTAL SERVICES

ROLE	HOURLY RATE
Analyst I	\$120
Analyst II	\$145
Associate Principal	\$160
Commissioning Engineer	\$105
Principal	\$195
Project Assistant	\$100
Project Associate	\$140
Senior Analyst	\$150
Senior Associate	\$150

RC COST GROUP | COST ESTIMATING

ROLE	HOURLY RATE
Principal / Cost Estimator	\$175

SIDER + BYERS ASSOCIATES | M/E/P ENGINEERING

ROLE	HOURLY RATE
Principal	\$160
Electrical Engineer	\$150

Senior Engineer	\$150
Engineer	\$130
CAD Technician	\$95
Administrative	\$75

SSA | ACOUSTICS

ROLE	HOURLY RATE
Senior Acoustical Consultant	\$160
Acoustical Consultant	\$105 - \$150
Specifications	\$80
Technician	\$75

STUDIO PACIFICA | ACCESSIBILITY

ROLE	HOURLY RATE
Principal – Special Accessibility Consulting – Depositions, Testimony, and Negotiations Sessions	\$450
Principal – General Accessibility Consulting	\$300
Accessibility Consultant	\$200
Project Administrator	\$150
Administrative Support	\$100

SWENSON SAY FAGET | STRUCTURAL ENGINEERING

ROLE	HOURLY RATE
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Staff Engineer	\$100 - \$120
Project Engineer	\$115 - \$140
Project Manager	\$130 - \$150
Senior Project Manager	\$140 - \$165
Associate Engineer	\$145 - \$170
Associate Principal Engineer	\$150 - \$185
Principal Engineer	\$170 - \$235
CAD Technician	\$100 - \$120
Senior CAD Technician	\$120 - \$135
Drafting Manager / BIM Manager	\$135 - \$160
Administrative Support	\$75

THE GREENBUSCH GROUP | ACOUSTICS

ROLE	HOURLY RATE
Principal	\$180 - \$220
Lead Acoustician	\$130
Acoustician I	\$115
Acoustician II	\$105
Acoustician III	\$75

TREE SOLUTIONS, INC. | ARBORIST

ROLE	HOURLY RATE
Founding Principal	\$200

Principal/Senior Arborist	\$160
Arborist	\$125
Technician	\$100
Legal Rates*	
Expert Witness/Arborist	\$350
Legal Retainer	\$1,400
*Legal work includes site work, appraisals, deliverables, and expert witness testimony.	

TRES WEST ENGINEERS | M/E/P ENGINEERING

ROLE	HOURLY RATE
Principal	\$200
Associate Principal	\$175
Project Manager	\$160
Sr. Engineer/Sr. Designer	\$155
Designer II	\$130
Designer I	\$115
AutoCAD-Revit Drafting	\$95
Administrative	\$85

WOOD | GEOTECHNICAL

ROLE	HOURLY RATE
Professional Services	
Principal Geotechnical Reviewer	\$200

Principal Seismic Engineer	\$200
Principal Hydrogeologist	\$200
Senior Associate Engineer	\$170
Senior Geologist	\$130
Senior Environmental Scientist	\$130
Geotechnical Engineer	\$120
Staff Engineer	\$100
Subcontractor – Structural Engineer	\$180
Subcontractor – Construction Quality Manager	\$135
Technician Services	
Technical Editor	\$100
CAD/Graphic Designer	\$100
Administrative Services	
Admin	\$70

EXHIBIT B – Sample Work Order Document

Contract No. 5506

Contract No. 5506	
Contract Title: On-Call Architectural and Engineering Services	
WORK ORDER NO. _____	
WORK ORDER TITLE: _____	
LOCATION/ADDRESS: _____	
<u>DESIGN PROFESSIONAL:</u>	<u>SHA PROJECT MANAGER:</u>
NAME: SMR Architects, PLLC	NAME: _____
ADDRESS: 117 S Main Street, Suite 400 Seattle, WA 98104	ADDRESS: 190 Queen Anne Avenue N. P.O. Box 19028 Seattle, WA 98109-1028
TELE. #: 206-_____	TELE. #: _____
Email: _____	Email _____

THIS WORK ORDER is made and entered into between the Seattle Housing Authority, hereinafter referred to as "SHA" a public body corporate and politic and **SMR Architects, PLLC**, hereinafter referred to as "Design Professional" for the Project described in this Work Order.

Authorization for this Work Order is through the Architect – Engineer Services Contract, hereinafter referred to as "Contract" identified above. The order of precedence as relates to this Work Order shall be the Work Order as first precedence, and the Contract as second precedence. If any terms and/or conditions are not mentioned in this Work Order, those terms and conditions of the Contract automatically apply to this Work Order the same as if set forth fully herein.

Scope of Work:

SHA and Design Professional agree as set forth below:

Seattle Social Housing Developer

Resolution 2026-03

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SEATTLE SOCIAL HOUSING DEVELOPER ADOPTING POLICIES AND PROCEDURES IN COMPLIANCE WITH CHAPTER 42.56 RCW, THE PUBLIC RECORDS ACT

The Board of Directors (“Board”) of the Seattle Social Housing Developer (“SSHD”), in Public Session, does hereby find and declare:

WHEREAS, the SSHD is required to make identifiable, non-exempt public records available for inspection and copying upon request and to publish procedures to inform the public how to access public records pursuant to Chapter 42.56 RCW, the Public Records Act; and

WHEREAS, this Resolution adopts policies and procedures for responding to and fulfilling requests for disclosure of public records in accordance with the Public Records Act; and

WHEREAS, the SSHD desires to outline for the public the most efficient and effective manner in which to request public records; and

WHEREAS, the SSHD is a small public agency with only seven full-time employees, which does not include a full-time Public Records Officer; and

WHEREAS, the Public Records Act, RCW 42.56.040 and .100 and WAC 44-14-01002 call for a local agency to adopt and enforce reasonable rules and regulations to provide full public access to public records, to protect public records from damage or disorganization, and to prevent excessive interference with other essential functions of the agency; and

WHEREAS, the Public Records Act, RCW 42.56.070, requires agencies to maintain an index of certain agency records, unless the agency issues a formal order specifying the reasons why and the extent to which making such an index would be unduly burdensome or interfere with agency operations; and

WHEREAS, the Public Records Act, RCW 42.56.120, permits agencies to charge actual costs for copies of records, unless by rule or regulation it declares the reasons it would be unduly burdensome to do so; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Seattle Social Housing Developer as follows:

Section 1. Public Records Policy Adopted. Pursuant to RCW 42.56.040 and WAC 44-14-01002, the Public Records Policy attached hereto as Exhibit A is incorporated by reference and hereby adopted.

Section 2. Findings and Determinations under RCW 42.56.070. The Board finds and determines that maintaining an index under RCW 42.56.070 would be unduly burdensome and interfere with essential agency operations. Upon this finding the SSHD is not lawfully required to maintain such index and shall not maintain an index of all of its public records pursuant to RCW 42.56.070(4). To the extent indexes are prepared for use by the SSHD, those indexes shall be made available for public inspection and copying.

Section 3. Findings and Determinations under RCW 42.56.120. The Board finds and determines that calculating the actual cost of providing public records would be unduly burdensome as the actual cost of paper varies, it is impractical to calculate the per-page cost for the use of SSHD copying equipment, and it is difficult to calculate the actual cost of the electronic production or file transfer of the record and the use of any cloud-based data storage and processing service, given the staff capacity of the SSHD. It is more cost efficient, expeditious, and in the public interest for the Board to adopt the Legislature's approved fees and costs for most of the SSHD's records, as authorized in RCW 42.56.120(2)(b)-(d) and set forth in RCW 42.56.120(2)(b)(i)-(iv); (d).

Section 4. Effective Date. This resolution, including the Public Records Policy attached hereto as Exhibit A, is effective immediately upon its adoption.

ADOPTED by the Board of Directors of the Seattle Social Housing Developer at a regular meeting held on March 12, 2026.

ChrisTiana ObeySumner, Chair

SSHD Board of Directors

ATTEST:

Leah Salerno, Secretary

SSHD Board of Directors

EXHIBIT A

SEATTLE SOCIAL HOUSING DEVELOPER PUBLIC RECORDS POLICY

Adopted: March 12, 2026

I. POLICY AND FUTURE AMENDMENTS

It is the policy of the Seattle Social Housing Developer (“SSHD”) to make identifiable, non-exempt public records available for inspection and copying in a manner that is timely and transparent in compliance with the Washington Public Records Act, Chapter 42.56 RCW (“Act”), or as hereinafter amended or recodified. The following policies and procedures will govern the compliance of the SSHD with respect to provisions of the Act. To the extent that the following policies and procedures are in any way inconsistent with the referenced RCW, the RCW will prevail.

II. DEFINITIONS

The following definitions will apply to this policy:

- A. Public Record:** A writing, regardless of physical form, containing information relating to the conduct of government or the performance of any governmental or proprietary function, prepared, owned, used, or retained by the SSHD, pursuant to RCW 42.56.010(3).
- B. Writing:** Handwriting, typewriting, printing, photostating, photographing, and any other means of recording any form of communication, including, but not limited to, letters, words, pictures, sounds or symbols or their combinations; papers, maps, magnetic or paper tapes, photographic film and prints, motion picture, film and video recordings, magnetic or punched cards, discs, drums, diskettes, sound recordings, and other documents including existing data compilations from which information may be obtained or translated, pursuant to RCW 42.56.010(4).
- C. Office of Record:** The office designated to maintain the record or official copy of a particular record for the SSHD and located at 419 Occidental Avenue South, Suite 403, Seattle, WA 98104.
- D. Identifiable Public Record:** A public record in existence at the time the records request is made, and the SSHD staff can reasonably locate, pursuant to RCW 42.56.080.
- E. Exempt Public Record:** All SSHD records exempt from disclosure pursuant to Chapter 42.56, RCW, or other statutes. The Municipal Research and Services Center maintains an up-to-date list of current exemptions and prohibitions on their website, available at <https://mrsc.org/getmedia/796a2402-9ad4-4bde-a221-0d6814ef6edc/Public-Records-Act.pdf?ext=.pdf> (scroll to Appendix C) as does the

Public Records Exemptions Accountability Committee (“Sunshine Committee”) as published by the Office of the Code Reviser, available at <https://www.atg.wa.gov/sunshine-committee> (scroll to Public Disclosure Exemptions).

- F. Business Day:** The SSHD business day is from 8 a.m. to 5 p.m. Monday through Friday, excluding SSHD-observed holidays.

III. PROCEDURE

A. Public Records Officer

Any person wishing to request access to public records or seeking assistance in making a request should contact the SSHD’s Public Records Officer. The Chief Executive Officer shall designate the SSHD’s Public Records Officer, who shall oversee compliance with the Act, and may further designate other SSHD staff members to assist the Public Records Officer and/or fulfill such duties in their absence. The Public Records Officer shall be responsible for implementing the SSHD’s rules and regulations regarding the release of public records, coordinating with SSHD staff to respond to requests, and generally ensure compliance by staff with the requirements of the Act. To ensure that public records request processing does not excessively interfere with the essential functions of the SSHD, which does not include a full-time Public Records Officer, the designated Public Records Officer for the SSHD will spend a maximum of 8 hours per month responding to public records requests.

B. Public Records Index

Pursuant to Resolution 2026-03, the SSHD Board of Directors has found that maintaining an index of public records pursuant to RCW 42.56.070(3) would be unduly burdensome due to fiscal and personnel limitations and would interfere with SSHD operations given the high volume, various locations, and types of public records received, generated, and otherwise acquired by the SSHD. Notwithstanding the foregoing, the SSHD will maintain its records in a reasonably organized manner and take reasonable actions to protect records from damage and disorganization and will make available for public inspection and copying any index that is maintained by the SSHD for SSHD use.

C. Public Records Log

Pursuant to RCW 40.14.026(4), the SSHD shall retain a log of all public records requests submitted to and processed by the SSHD. This log shall include for each request the identify and contact information of the requester; the date the request was received; the text of the original request; a description of the records produced in response to the request; a description of the records redacted or withheld, and the reasons for redaction or withholding; and the date of the

final disposition of the request. The log shall be a record subject to public disclosure, including the personal contact information of the requestor.

D. Public Records Procedures

- 1. Provide “Fullest Assistance”:** The following procedures identify how the SSHD will provide full access to public records, protect records from damage or disorganization, prevent excessive interference with other essential functions of the agency, provide fullest assistance to requestors and provide the timeliest response possible to public records requests.
- 2. Request for Public Records:** In accordance with the requirements of the Act, public records may be inspected or copied, or copies of such records may be obtained by members of the public, upon compliance with the following procedures. Requests to inspect or copy any records maintained by the SSHD must be made in writing to the Public Records Officer at:

Public Records Officer
Seattle Social Housing Developer
419 Occidental Avenue South
Suite 403
Seattle, WA 98104

E-mail: info@socialhousingseattle.org

Website Submission: <https://www.socialhousingseattle.org/prs-request>

Any request must include the following information:

- a. Name of requestor;
- b. Other contact information, including mailing address, email address and/or telephone number;
- c. Identification of the requested records adequate for the Public Records Officer to locate the records;
- d. If the request is for a list of individuals, a statement that the list will not be used for commercial purposes;
- e. Whether the person making the request would like to inspect the requested records or have copies provided; and
- f. The date and time of day of the request.

Requests made for SSHD records that are solely directed to persons who are not employees of the SSHD (including, but not limited to, the SSHD’s consultants,

contractors, and outside legal counsel) shall not be considered valid requests for public records.

Many records are also available on the SSHD's online Document Center. Requestors are encouraged to view the documents available online prior to submitting a public records request.

- 3. Response to Request for Records:** Pursuant to the requirements of RCW 42.56.520, the SSHD shall respond to all requests for public records within five (5) business days by:
- a. Making the record(s) available for inspection or copying;
 - b. If copies are requested and payment of a deposit for the copies, if any, is made or terms of payment are agreed upon, sending the copies to the requestor;
 - c. Acknowledging the request and providing an estimate of the time necessary to respond and/or requesting clarification from the requestor; or
 - d. Denying the request with a stated reason pursuant to RCW 42.56.520(4).

Requests received after the time defined herein as a "Business Day" are considered received on the next business day.

- 4. Requests for Clarification:** If the SSHD receives a request for public records that is unclear, the SSHD will request clarification from the requestor as to the records sought, pursuant to RCW 42.56.520(3)(a). If the requestor fails to respond within thirty (30) days of the SSHD's request for clarification, the Public Records Officer may consider the request abandoned and send a letter to the requestor closing the response, pursuant to RCW 42.56.520(3)(b).
- 5. Records Exempt from Disclosure:** Some records are exempt from disclosure, in whole or in part. See definition of "Exempt Public Record" herein.

If the SSHD believes a record is exempt from disclosure and should be withheld, the Public Records Officer will state the specific exemption and provide a brief explanation of why the record or a portion of the record is being withheld, pursuant to RCW 42.56.520(4).

If only a part of the record is determined to be exempt, the Public Records Officer will redact the exempt portions and provide the non-exempt portions to the requestor.

- 6. Copying of Records:** The SSHD shall not charge any fee for the inspection or locating of public records. The SSHD finds it is unduly burdensome to charge the actual costs for providing copies of public records as the actual cost of paper varies, it is impractical to calculate the per-page cost for the use of SSHD copying equipment in copying public records, and it is difficult to calculate the actual cost of the electronic production or file transfer of the record and the use of any cloud-based data storage and processing service, given the limited resources of the SSHD.

Accordingly, the SSHD adopts the following statutory fee schedule pursuant to RCW 42.56.120(2)(b)(i)-(iv):

- a. Fifteen cents (\$0.15) per page for photocopies of public records and printed copies of electronic public records;
- b. Ten cents (\$0.10) per page for public records scanned into an electronic format;
- c. Five cents (\$0.05) per each four electronic files or attachment uploaded to email, cloud-based data storage service, or other means of electronic delivery; and
- d. Ten cents (\$0.10) per gigabyte for the transmission of public records in an electronic format.

Before beginning to make copies, the Public Records officer may require a deposit of up to ten percent (10%) of the estimated costs of copying or scanning all the records selected by the requestor. The Public Records Officer may also require the payment of the remainder of the copying and/or scanning costs before providing all the records, or the payment of the costs of copying and/or scanning an installment before providing that installment.

The SSHD may elect to charge a flat fee of up to two dollars (\$2) per request as an alternative to using the above fee schedule, provided the Public Records Officer reasonably estimates and documents that the cost of responding to the request clearly equals or exceeds that amount pursuant to RCW 42.56.120(2)(d).

Additionally, the SSHD shall charge the actual cost of any digital storage media or device, such as a CD or thumb drive, or any container or envelope used to deliver the copies to the requestor, and any postage or delivery charges incurred, pursuant to RCW 42.56.120(b)(v).

Payment may be made by cash, check, or money order to the “Seattle Social Housing Developer.”

The Public Records officer has discretion to waive any charge authorized under this policy.

- 7. Inspection of Records:** If a requestor requests to inspect the records, the Public Records Officer will identify the date and time when the records will be available for viewing at the SSHD offices. At that time, the requestor can identify the records to be copied. If the request for copies is minimal, SSHD staff will make the copies at that time. If the request is more than five (5) copies of individual records, the SSHD staff will make the copies within five (5) business days, unless otherwise notified. The Public Records Officer will notify the requestor when the copies are ready to be picked up. The Public Records Officer must be present during the requestor’s inspection of the records. The Public Records Officer’s role during the requestor’s inspection is not to answer questions or provide clarifications regarding the record.
- 8. Protection of Public Records:** No records shall be removed from SSHD property to fulfill a public records request. No record may be marked, folded, or damaged in any way, nor may any record be removed from any file to which it is attached, nor may the records filing order be altered in any way.
- 9. Providing Records in Installments:** When the request is for a large number of records, the Public Records Officer will provide access for inspection and copying in installments if it is reasonably determined that it would be practical to provide the records in that way. If an order of preference for receiving records in installments is indicated by the requestor, the SSHD will reasonably attempt to accommodate the stated preference. If the requestor fails to inspect the entire set of records or one or more of the installments within thirty (30) days, the SSHD will deem the request abandoned.

In the event the SSHD elects to charge the flat two dollar (\$2) fee to recover costs associated with responding to a request in installments, such fee shall only be charged for the initial installment and the SSHD shall not charge any additional fees for subsequent installments responsive to the same underlying request pursuant to the requirements of RCW 42.56.120(2)(d).

- 10. Order of Processing Requests:** The Public Records Officer will process requests in the order that allows the most requests to be processed in the most efficient manner.

- 11. Closing Withdrawn or Abandoned Requests:** If the requestor withdraws the request, fails to fulfill their obligations to inspect the records (or an installment of records) within thirty (30) days, or fails to pay the deposit or final payment of the requested copies, the Public Records Officer will notify the requestor in writing that the SSHD has deemed the request abandoned and has closed the request. The Public Records Officer will document closure of the request and the conditions that led to the disclosure.
- 12. No Duty to Create Records:** The SSHD is under no obligation to create a new record to satisfy a request.
- 13. No Duty to Supplement Response:** The SSHD is not obligated to hold current records requests open to respond to requests for records that may be created in the future. Public records that are created or come into possession of the SSHD after the date that a request has been received by the SSHD are not responsive to the request and will not be provided. Requestors must submit a new request to obtain public records that are created or come into the possession of the SSHD after the date of a prior records request.
- 14. Notification of Affected Persons:** The SSHD may notify persons to whom the record pertains that release of the record has been requested. The SSHD, or a person to whom the record applies, may ask a court of competent jurisdiction to prevent an inspection of the record pursuant to RCW 42.56.540. If a court order preventing disclosure is sought, the processing of the records request shall be tolled until further order of a court of competent jurisdiction.
- 15. Closing Requests for Records and Statute of Limitations:** The SSHD shall provide a notice of closure of the request for public records to the requestor. The one-year statute of limitations for a requestor to seek judicial review pursuant to RCW 42.56.550 shall commence from the date of notice of closure of the request. Unless the notice of closure specifies otherwise, the requestor shall have fifteen (15) business days from the date of the notice to submit questions or seek further clarification from the SSHD. The SSHD shall respond to timely submitted questions or clarification requests, although the SSHD reserves the right to determine that the request remains closed as of the date of the notice of closure.

E. Disclaimer of Liability

Neither the SSHD nor any officer, employee, official or custodian shall be liable, nor shall a cause of action exist, for any loss or damage based upon a release of public records if the

person releasing the records acted in good faith in attempting to comply with this policy. This policy is not intended to expand or restrict the rights of disclosure or privacy as they exist under state and federal law. Nothing in this policy is intended to impose mandatory duties on the SSHD beyond those duties imposed by state law.