CONTRACT BETWEEN THE

BREMERTON HOUSING AUTHORITY
AND

INTRODUCTION

This contract (the "Contract") by and between the Bremerton Housing Authority, (hereinafter "BHA") and (hereinafter "the Consultant") is hereby entered into this _____ day of _____, **20**_____ (the "Effective Date").

Services pursuant to this Contract **shall begin on** _____ _____**, 20**____ **and the period of performance shall be 365 calendar days**, unless otherwise extended, modified, terminated, or renewed by the parties as provided for within this Contract. (See 3.4 Renewal Options)

1.0 DEFINITIONS:

1.1 **Request For Proposals (RFP):** A competitive solicitation process conducted by BHA wherein work was awarded to the top-rated responsive and responsible proposer.

1.2 **Contracting Officer (CO):** The Executive Director (ED) or an official authorized by the ED to enter into and/or administer contracts and make related determinations and findings.

1.3 **Project Manager ("BHA PM"):** The BHA representative responsible for the planning, execution, and closing of a specific project.

1.4 **Days:** All references to "days" are calendar days; in the case that the last day referenced falls on a Saturday, Sunday, or legal holiday, then the period of time will automatically be extended to include the next workday.

2.0 APPENDICES AND ATTACHMENTS: The following documents are included as part of this Contract as individually referenced below.

2.1 **Appendix No. 1: RFP No.** _____ which states the Scope of Work/Services as issued by BHA and responded to by the Consultant noting any changes agreed upon by negotiation between BHA and the Consultant. RFP Attachments were provided with the open solicitation. Addenda _____ through _____ were issued during the RFP process and are incorporated into this contract.
☐ Attached Hereto ☐ Not Attached Hereto

2.2 **Appendix No. 2: The Consultant's submittal** which states their ability to perform the Scope of Work/Services. This includes the proposed fees submitted by the Consultant.
☐ Attached Hereto ☐ Not Attached Hereto

2.3 Any document referenced herein that has not been attached is hereby incorporated by reference and a copy of each such document is available from BHA upon written request.

2.4 The following are included by reference, each of which was either issued by BHA as a part of the competitive solicitation and/or was completed and returned by the Consultant in response to the solicitation:

2.4.1 Current Insurance Certificate/Endorsement (naming BHA as "additional insured");

2.4.2 GSA Debarred and HUD Limited Denial of Participations Certifications;

2.4.3 Profile of Firm Form;

SAMPLE

2.4.4 Consultant's and Sub-consultant's Non-Collusive Affidavits.

3.0 SERVICES AND PAYMENT:

3.1 **Scope of Work/Services:** Said services shall be provided on the dates and times determined by BHA at the designated BHA community and/or facilities. The following services are being contracted: _____

3.2 **Provisions of Any and All Work:** The Consultant shall not begin any additional work without written authorization from the BHA CO.

3.3 **Cost/Value of Services:**

3.3.1 **Contract Value:** The current total Not-to-Exceed (NTE) value of this Contract is:

$_____

The Consultant exceeds the above-stated NTE amount at its own risk. The Consultant is under no obligation to provide additional services that would cause the Consultant's fees to exceed the NTE amount without prior revision of this amount by a written amendment.

3.4 **Renewal Options:** This Contract is initially executed for one year only. BHA shall retain the right to renew this Contract at BHA's option for ( ) additional years **(+ /1)**.

3.5 **Assignment Clause:** BHA may assign this Contract without the Consultant's prior written approval and such assignment shall inure to the benefit of BHA and its successors and/or assigns, heirs and legal representatives and shall be binding upon Consultant, its successors and permitted assigns, if any, pursuant to the terms hereof. Said assignment agreement will require the assignee to assume all of the obligations of BHA under this Contract. Consultant may not assign this Contract without specific written permission from BHA in advance.

3.6 **Non-Escalation:** The prices reflected on the Contract shall remain firm with no provision for price increases during the term of the Contract; however, BHA and the Consultant may renegotiate at contract renewal.

3.7 Variances from the original scope of work deemed by BHA to be substantial will require the project to go back out for bid.

3.8 **Delays by BHA or Consultant:**

3.8.1 **Time of the Essence:** Time is of the essence under this Contract as to each provision in which time of performance is a factor.

3.8.2 **BHA:** If the performance of all or any part of the work is, for an unreasonable period of time, delayed by an act of BHA in the administration of this Contract, 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 necessarily caused by such unreasonable delay, and the Contract shall be modified in writing accordingly and signed by both parties. However, no adjustment shall be made under this clause for any suspension or delay to the extent that performance would have been suspended or delayed by any other cause, including the fault or negligence of the Consultant.

3.8.3 **Consultant:** Any Consultant-caused delays in the deliverables outlined in this Contract will lead to withholding of any monthly invoices received between the time of the deliverable deadline and the date it is submitted to BHA. All outstanding invoices withheld for this reason will then be paid current within 30 days of the date the product is submitted to BHA.

3.8.3.1 In the event of Consultant non-compliance or unsatisfactory performance issues, BHA may choose to warn the Consultant, verbally or in writing. Such warning may include placing the Consultant on probation, thereby giving the Consultant a certain period of time to correct the deficiencies or potentially suffer termination. If the Consultant does not agree with such action, the Consultant shall have ten (10) days to dispute or protest, in writing. The written protest must detail all relevant information pertaining to the dispute including details of BHA's alleged incorrect action(s). If the Consultant does not do so within the ten (10) day period, then the Consultant shall have no recourse but to accept BHA's position on the issue.

3.8.3.2 No part of any claim shall be allowed if not supported by adequate evidence showing that the cost was due solely to the delay.

3.9 BILLING METHOD:

3.9.1 To receive payment for services performed under this Contract, the Consultant must submit a fully completed invoice for only the work actually performed to:

Bremerton Housing Authority
Attn: _____
600 Park Avenue
Bremerton, WA 98337
accountspayable@bremertonhousing.org

3.9.2 At a minimum, the invoice shall detail the following information:

3.9.2.1 Unique invoice number;

3.9.2.2 Consultant's name, address, and telephone number;

3.9.2.3 Date of invoice and/or billing period;

3.9.2.4 Applicable Contract No. _____;

3.9.2.5 Brief description of services rendered, including applicable timeframe, total hours being billed for each service at each detailed site and the approved rate (may be submitted in the form of a report);

3.9.2.6 Total amount being billed.

3.9.3 BHA will pay each such properly completed invoice received on a Net 30 basis. Any invoice received which is *not* properly completed will *not* be paid unless and/or until the Consultant complies with the applicable provisions of this Contract.

3.9.4 **Taxes:** Per RCW 35.82.210 and the Washington Administrative Code (WAC) Section 458-20-189, 6A, **housing authorities are exempt** from paying certain Washington State Sales and Use Taxes and Federal Excise Taxes as detailed below.

3.9.4.1 **Labor:** Sales or use tax is not imposed on the purchases by the Consultant or sub(s) of labor or services in the performance of the Contract. Therefore, the Washington State retail sales tax or the compensatory use tax for these items should **not** be included in any invoice billings, and BHA will exclude any tax amounts from payment that are noted on any billings.

3.9.4.2 **Material:** All materials purchased by the Consultant in the performance of the work of the Contract **are** subject to Washington State Use Tax (unless retail sales tax has been paid on the materials). When providing a contract bid to BHA, the cost of materials, and the tax on said materials must be included in the total contract amount submitted for review and selection. Contract billings presented for payment to BHA may include applicable retail, use or excise taxes paid by the Consultant in the cost of materials, but must not have any such tax itemized on the invoice.

4.0 DISPUTED BILLINGS (CHARGES):

4.1 **Procedures:** In the event BHA disputes any portion of its billing(s), BHA shall pay the undisputed portion of such billing and initiate the dispute-resolution procedures as follows:

4.1.1 BHA's representative shall, within ten (10) days after BHA's receipt of such billing, formally notify the Consultant's representative of all information pertaining to the dispute and request that he/she investigate and respond to this issue.

4.1.2 If such dispute cannot be resolved by the Consultant's response, within ten (10) days after such notification is given, BHA's CO and the Consultant's representative shall meet to discuss the matter and attempt to arrive at a resolution.

4.1.3 If BHA's CO and/or representative and the Consultant's representative are unable to resolve the dispute through such discussion within ten (10) days, BHA shall, within ten (10) days thereafter do one (1) of the following:

4.1.3.1 Pay the disputed charges and reserve the right to submit the matter to the Washington State Court Annexed Arbitration program if the disputed amount does not exceed $40,000 or to the appropriate district court in the State of Washington if it does;

4.1.3.2 Not pay the disputed charge and BHA submits the matter to the Washington State Court Annexed Arbitration program if the disputed amount does not exceed $40,000 or to the appropriate district court in the State of Washington if it does;

4.1.3.3 Not pay the disputed charge and allow the Consultant to submit the matter either to the Washington State Court Annexed Arbitration program if the disputed amount does not exceed $40,000 or to the appropriate district court in the State of Washington if it does.

4.1.4 The decision from arbitration will be binding upon both parties. If the decision is in favor of the Consultant, BHA shall pay BHA's receipt of the decision. If the decision is in favor of BHA, the Consultant will either:

4.1.4.1 Clear the amount which is ordered from the BHA account; or

4.1.4.2 Repay BHA the amount ordered.

4.1.4.3 Either option shall be completed within ten (10) days after the Consultant's receipt of the arbitrator's decision.

5.0 BHA'S OBLIGATIONS: Pursuant to this Contract, BHA agrees to provide the specific services detailed herein and also shall be responsible for the following:

5.1 BHA agrees not to provide the Consultant with any additional work without the prior written approval of the CO.

6.0 CONSULTANT'S OBLIGATIONS: Pursuant to this Contract, the Consultant agrees to provide the specific services detailed herein:

6.1 Salaries and Expenses Relating to the Consultant's Employees: The Consultant shall pay all salaries and expenses of, and all federal social security taxes, federal and state unemployment taxes, and any similar taxes relating to its employees used in the performance of the Contract. The Consultant further agrees to comply with all federal, state, and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this Contract.

6.2 Supervision and Oversight: The Consultant shall be solely responsible for providing supervision and oversight to all of the Consultant's personnel.

6.3 Qualified Personnel: The Consultant warrants and represents that it will assign only qualified personnel to perform the services. For the purposes of this Contract, the term "qualified personnel" means those personnel that have been investigated, tested, and trained in the manner described within this Contract and as proposed by the Consultant within its proposal or as provided by the Consultant during the Consultant's normal conduct of business.

6.4 Work on BHA Property: If the Consultant's work under the Contract involves operations by the Consultant on any BHA premises, the Consultant shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and, except to the extent that any such injury is caused solely and directly by BHA's negligence, shall indemnify BHA, and their officers, agents, servants, and employees against all loss which may result in any way from any act or omission of the Consultant, its agents, employees, or sub-consultants.

6.5 Sub-consultants: The Consultant may not use any sub-consultants to accomplish any portion of the services required by this Contract without the prior written permission of the CO.

6.6 Progress Meetings: The Consultant shall attend progress meetings as required by BHA according to the schedule BHA will provide. Progress meetings shall be used to discuss work progress, payments, problems, or deficiencies noted, overdue reports, the status of the schedule, and any other matters relevant to this Contract.

6.7 Modifications/Amendments: This Contract shall not be modified, revised, amended, or extended except by written amendment, executed by both parties. The Consultant acknowledges that contract amendment requests will not be summarily approved. All amendment requests must be submitted to BHA's CO for approval, prior to undertaking the additional work. Consultant agrees not to accept or perform any assigned work initiated by an amendment without the prior written approval of the BHA CO.

6.8 Insurance Requirements: The Consultant shall maintain the following insurance coverage during the effective term(s) of this Contract. Failure to maintain the following coverage, including naming the Bremerton Housing Authority (spelled out) as an additional insured (where appropriate) during the term(s) of this Contract shall constitute a breach thereof. Acceptable evidence of such coverage must be provided prior to beginning work under this Contract. Evidence shall be in the **form of a certificate with an endorsement,** as described and when indicated below.

☐ **Commercial General Liability Insurance**:

A certificate evidencing General Liability coverage, together with the appropriate endorsement reflecting the Bremerton Housing Authority as an additional insured and noting the limits below (together with damage to premises and fire damage of $50,000 and medical expenses any one person of $5,000).

The following minimum coverage is required:

- ➲ $1 million each occurrence, and
- ➲ $2 million aggregate

☐ **Professional Liability Insurance:**

A certificate showing the Consultant's professional liability and/or "errors and omissions" coverage. While a specific deductible is not required by BHA, the coverage must indemnify BHA for the entire claim/lawsuit regardless of the amount.

The following minimum coverage is required:

- ➲ $1 million each occurrence, and
- ➲ $2 million aggregate

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 selected respondent is authorized to engage sub-consultants, each shall provide evidence of separate professional liability coverage equal to the levels specified above, unless such requirement is waived in writing by BHA.

☐ **Workers Compensation Coverage:** Unless the Consultant is registered and files taxes as a sole proprietor, the Consultant will provide a certificate evidencing the Consultant's current industrial (workers compensation) insurance carrier and coverage amount.

☐ **Automobile Insurance**: A certificate showing the Consultant's automobile insurance coverage in a combined single limit of $1,000,000. For every vehicle utilized during the term of this Contract, when not owned by the Consultant, each vehicle must have evidence of automobile insurance coverage with the limits below and medical pay of $5,000. An **endorsement** to the General Liability policy provides coverage for non-owned and hired automobiles.

The following minimum coverage is required:

- ➲ $50K each occurrence, and
- ➲ $100K aggregate

➲ The above insurance documentation shall be forwarded to:

Tina Walgren
Contracts & Procurement
Bremerton Housing Authority
600 Park Avenue
Bremerton, WA 98337
Email: twalgren@bremertonhousing.org

6.9 Licensing Requirements: Copies of the following license(s) shall be provided unless they were already provided in the Consultant's proposal.

☐ **City of Bremerton:**

A copy of the Consultant's business license allowing the Consultant to provide such services within the City of Bremerton.

☐ **State of Washington Master Business or Legal Entity License:**

A copy of the Consultant's license issued by the State of Washington Secretary of State allowing the Consultant to provide the services detailed herein.

➲ The above licenses shall be forwarded to:

Tina Walgren
Contracts & Procurement
Bremerton Housing Authority
600 Park Avenue
Bremerton, WA 98337
Email Preferred: twalgren@bremertonhousing.org

6.10 Permits: Unless otherwise stated in the Contract documents, all local, state or federal permits which may be required to provide the services of this Contract, whether or not they are known to either BHA or the Consultant at the time of the submittal deadline or the award, shall be the sole responsibility of the Consultant and any costs that were submitted by the Consultant shall reflect all costs required by the Consultant to procure and provide such necessary permits.

6.11 Warranty:

6.11.1 The services provided under the Contract shall conform to applicable Industry Published Technical Specifications.

6.11.2 The liability of the Consultant to BHA (except as to title) arising out of the furnishing of the services or of its use under the terms of the Contract shall not exceed the correcting of the defect(s) in the services as provided under the Contract, and upon expiration of the warranty period all such liability shall terminate except under the warranty for merchantability and the warranty of fitness for a particular purpose.

6.12 Financial Viability and Regulatory Compliance:

6.12.1 The Consultant warrants and represents that it is in good standing with all applicable federal, state, and local licensing authorities and that it possesses all requisite licenses to perform the services required by this Contract. The Consultant further warrants and represents that it owes no outstanding delinquent federal, state, or local taxes or business assessments.

6.12.2 The Consultant agrees to promptly disclose to BHA any IRS liens or insurance or licensure suspension or revocation that may adversely affect its capacity to perform the services outlined within this Contract. The failure by the Consultant to disclose such issue to BHA in writing within five (5) days of receiving such notification will constitute a material breach of this Contract.

6.12.3 The Consultant further agrees to promptly disclose to BHA any change of more than 50% of its ownership and/or any declaration of bankruptcy that the Consultant may undergo during the term(s) of this Contract. The failure of the Consultant to disclose any change of more than 50% of its ownership and/or its declaration of bankruptcy within five (5) days of said actions shall constitute a material breach of this Contract.

6.12.4 All disclosures made pursuant to this section of the Contract shall be made in writing and submitted to BHA within the time periods required herein.

7.0 APPLICABLE LAWS:

7.1 Compliance with Federal and State Laws: All work performed by the Consultant, pursuant to this Contract, shall be done in accordance with all applicable federal, state, and local laws, regulations, codes, and ordinances.

7.2 **Jurisdiction of Law:** The laws of the State of Washington shall govern the validity, construction, and effect of this Contract, unless said laws are superseded by, or in conflict with applicable federal laws and/or federal regulations. This Contract will be binding upon the parties, their heirs, beneficiaries, and devisees of the parties hereto. The parties agree that Kitsap County, Washington State is the appropriate forum for any action relating to this Contract. Should any party hereto retain counsel for the purpose of initiating litigation or arbitration to enforce, prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorney fees and costs incurred by such prevailing party.

7.3 **Government Standards:** It is the responsibility of the Consultant to ensure that all items and services proposed conform to all local, state, and federal law concerning safety (OSHA and NOSHA) and environmental control (EPA, Kitsap County, and/or City of Bremerton Pollution Regulations) and any other enacted ordinance, code, law, or regulation. The Consultant shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law, or regulation. No time extensions shall be granted or financial consideration given to the Consultant for time or monies lost due to violations of any such ordinance, code, law, or regulations that may occur.

8.0 NOTICES AND REPORTS:

8.1 All notices and/or reports submitted to BHA by the Consultant pursuant to this Contract shall be in writing and delivered to the attention of the following person:

If to BHA:

Bremerton Housing Authority

Bremerton, WA
Email: _____@bremertonhousing.org
Phone: (360) 616-
Or, Upon BHA Direction: Fax: (360) -

8.2 All notices submitted to the Consultant pursuant to this Contract shall be in writing and mailed to the attention of:

If to Consultant:

Email: _____
Phone: ( ) -
Or, Upon Consultant Direction: Fax: ( ) -

9.0 ADDITIONAL CONSIDERATIONS:

9.1 **Funding Restrictions and Order Quantities:** BHA reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to BHA, if:

9.1.1 Funding is not available;

9.1.2 Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or

9.1.3 BHA's requirements in good faith changed after the award of the Contract.

9.2 **Delivery:** The Consultant agrees to deliver to the designated location(s) on or before the date as specified in this Contract. Failure to deliver on or before the specified date constitutes an event of default by the Consultant. Upon default, the Consultant agrees that BHA may, at its option, rescind this Contract under the default clause herein and seek compensatory damages as provided by law.

9.3 **Back orders:**

9.3.1 The CO must be notified in writing by the Consultant within ten (10) days of any and all back-ordered materials and/or any incomplete services as well as the estimated delivery date.

9.3.2 Unless otherwise stipulated in the Contract, any order that will take more than a maximum of ten (10) days past the original agreed upon delivery date, may at the option of BHA, be canceled and ordered from another source, if, in the opinion of the CO, it is in the best interest of BHA to do so.

9.4 **Independent Consultant:** The Consultant is an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the Consultant and BHA and neither shall have any authority to bind the other in any way.

9.5 **Indemnification:**

9.5.1 The Consultant shall indemnify, defend, and hold BHA (and its officers, employees, and agents) harmless from and against any claims, damages, losses, suits, actions, decrees, judgments, attorney fees, court costs, and other expenses of any kind or character, which are caused by, arise out of, or occur due to any negligent performance or breach of or failure by the Consultant to:

9.5.1.1 Abide by any of the applicable professional standards within its industry;

9.5.1.2 Comply with the terms, conditions, or covenants that are contained in this Contract;

9.5.1.3 Comply with the "Washington Industrial Insurance Act," or any other law, ordinance, or decree; or

9.5.1.4 Ensure that any sub-consultants abide by the terms of this provision and this Contract; provided, however, that the Consultant will not be required to indemnify BHA against any loss or damage which was specifically caused by BHA providing inaccurate information to the Consultant, failing to provide necessary and requested information to the Consultant, or refusing to abide by a recommendation of the Consultant.

9.5.2 In this connection, it is expressly agreed that the Consultant shall, at its own expense, defend BHA, its officers, employees, and agents against any and all claims, suits, or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act, the consequences of which the Consultant has indemnified BHA. If the Consultant shall fail to do so, BHA shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the Consultant including attorney fees and court costs.

9.5.3 Any money due to the Consultant under and by virtue of this Contract which BHA believes must be withheld from the Consultant to protect BHA, may be retained by BHA so long as it is reasonably necessary to ensure BHA's protection; or in case no money is due to the Consultant by BHA, the Consultant's surety may be held until all applicable claims have been settled and suitable evidence to that effect has been furnished to BHA; however, the Consultant's payments shall not be withheld

and its surety shall be released if the Consultant is able to demonstrate that it has adequate liability and damage insurance to protect BHA from any potential claims.

9.5.4 The Consultant shall provide that any contractual arrangement with a sub-consultant shall be in conformance with the terms of this Contract including the terms of this indemnity provision. The Consultant guarantees that it will promptly handle and rectify any and all claims for materials, supplies and labor, or any other claims that may be made against it or any of its sub-consultants in connection with the Contract.

9.6 **Official, Officer, Agent and Employees of BHA Not Personally Liable:** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the BHA in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Contract.

9.7 **Severability:** The invalidity of any provision of this Contract, as determined by a court of competent jurisdiction and/or HUD, shall in no way affect the validity of any other provision herein.

9.8 **Waiver of Breach:** A waiver of either party of any term or condition of this Contract for a particular instance or situation shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this Contract shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation, or agreement of either party.

9.9 **Limitation of Liability:** In no event shall BHA be liable to the Consultant for any indirect, incidental, consequential, or exemplary damages.

9.10 **Attorney Fees:** In the event that litigation is commenced by one party hereto against the other in connection with the enforcement of any provision of this Contract, the prevailing party shall be paid by the losing party all court costs and other expenses of such litigation, including reasonable attorney fees. The amount so allowed as attorney fees shall be taxed to the losing party as costs of the suit, unless prohibited by law.

9.11 **Lobbying Certification:** By execution of this Contract with BHA, the Consultant thereby certifies to the best of his or her knowledge and belief that:

9.11.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 loan, the entering into of any cooperative agreement, or modification of any federal contract, grant, loan, or cooperative agreement.

9.11.2 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 an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit **Standard Form-LLL, Disclosure Form to Report Lobbying**, in accordance with its instructions.

9.11.3 The Consultant shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

10.0 CERTIFICATIONS: The undersigned representatives of each party acknowledge by signature below that they have reviewed the foregoing and understand and agree to abide by their respective obligations as defined herein.

CONSULTANT:

By: _____ Date: ____/____/____
mm/dd/yr

_____ (PRINTED NAME)
_____ (TITLE)

BREMERTON HOUSING AUTHORITY

By: _____ Date: ____/____/____
mm/dd/yr

_____ (PRINTED NAME)
_____ (TITLE)
Appointed Contracting Officer