

## CONTRACT FOR SERVICES

This contract is entered into between the Puget Sound Clean Air Agency, (hereinafter referred to as the "Agency"), a municipal corporation of the laws of the State of Washington, and Habitat for Humanity Seattle-King County, (hereinafter referred to as the "Contractor"), 560 Naches Ave SW Suite 110 Renton, WA 98057.

**WHEREAS**, the Board of Directors of the Puget Sound Clean Air Agency values community-centered work in highly impacted communities per the strategic plan; and

**WHEREAS**, the Agency developed a Highly-Impacted Communities Report and identifies the region of Auburn/Algona and Pacific as a highly-impacted community and therefore, a priority for air and health improvements; and

**WHEREAS**, Responding to the engagement needs of the Highly Impacted Communities the Agency deemed useful to request input from community partners about projects that might help meet the needs of the communities served by them; and

**WHEREAS**, the Contractor has been awarded this sum of money after participating in Community Generated Projects convocation; and

**WHEREAS**, the Board of Directors of the Puget Sound Clean Air Agency deems it desirable to utilize the services of the Contractor to purchase and install five ductless heat pumps in new homes being built for low-income veterans in the town of Pacific, Washington; and.

**WHEREAS**, the Contractor represents and warrants that it is available, experienced, and qualified to perform said services; and

**NOW, THEREFORE**, the Agency and the Contractor mutually agree as follows:

1. **Services**

Contractor will purchase and install three ductless heat pumps. These pumps will be installed in new homes for Veterans built in the South King County municipality of Pacific. Together with the Agency's staff, the Contractor will provide content and information to help the Agency craft a communications product about the work done by this contract. The Contractor will prepare and produce a final report on the activities and outcomes related to this project. The Contractor will acknowledge the Agency in any public communication regarding the project and related activities. The Agency's logo will be used in any promotional materials – print or online.

2. **Contractor Requirements**

**Task 1: Project Timeline & Strategy**

Contractor will purchase three ductless heat pumps, and install them in the new homes built by the contractor in the town of Pacific, Washington.

**Task 1 Deliverables:**

1. Contractor will purchase three ductless heat pump units by June 30<sup>th</sup>, 2018.
2. Contractor will submit itemized invoices for the purchase of three ductless heat pumps to the Project Manager by July 9<sup>th</sup>, 2018. Contractor will submit itemized invoices for related installation costs to the Agency by February 28, 2019. The reimbursement of the three ductless heat pumps, including labor, may be up to, but cannot exceed \$9,000.

## **Task 2: Communications Products & Report**

Together with the Agency's assistance, the Contractor will gather information for the Agency to craft a communications product about the work done by Habitat for Humanity. Examples of information that will help fulfil this task include, but are not limited to: photo documenting the construction process, helping facilitate Agency interviews with project-related managers, staff, or volunteers, allowing the Agency to take video footage during construction, and facilitating interviews with individuals or families that will benefit from the new housing. The information the Contractor provides will help the Agency highlight the impact of this project on the lives of benefitting families and the positive impact of this technology on the air and the community. The Contractor agrees to allow any resulting communications products, including images, to be posted on the Agency's website, social media or other news media outlets.

The final product of this task will be a communications product developed by the Agency using information provided by the Contractor. The final product will be a written document, an article with photos, or a video profile. The communications product will highlight the project's positive impact on air quality and the community understanding of air-related health impacts. The Agency may post and publish the communications product on its website and circulate among media outlets. In order to do this, the Contractor will provide supporting documentation and help with Agency requests for interviews. The final communications product will be included with the final invoice to the Agency, by February 28<sup>th</sup>, 2019.

In addition, the Contractor will prepare a final report that outlines the project process, benefits of the partnership, and recommendations for the Agency. From this report, we hope to learn from the Contractor's perspective how the relationship between the Agency and the Contractor worked. We also aim to discern ways to improve the process, possible ways we could support the community moving forward, and what would be relevant air quality information for the community. **Task 2 Deliverables:**

1. Contractor will provide information and facilitate access to photos, opportunities to film video, volunteers, interviews, and related documentation to the Agency and its staff so the Agency can develop a communications product that highlights the partnership and its benefits to the Project Manager by February 28<sup>th</sup>, 2019.
2. The Contractor will acknowledge the Agency in any public communication regarding the project and related activities. The Agency's logo will be used in any promotional materials – print or online.
3. The Contractor will prepare and provide a 2-page report of the project, process, benefits and any recommendations for the Agency.
4. The Contractor will submit an invoice to the Agency in the amount of \$1000.00 for the work done to provide all the necessary communication information requested by the Project Manager by February 28<sup>th</sup>, 2019. The Project Manager will confirm with Contractor when the Agency receives information that satisfies this task.

3. **Communications About Performance.** The Contractor understands that Agency staff members have been encouraged to communicate any concerns about the performance of the Contractor directly and respectfully to the Agency Project Manager in a good faith attempt to resolve any issues. Similarly, if the Contractor has a concern about the performance of the contract or an interaction with an Agency staff

member, the Contractor agrees to communicate that concern directly and respectfully to the Project Manager in a good faith attempt to resolve any issues.

4. **Compensation.** The total amount paid by the Agency for satisfactory performance of the work under this contract shall not exceed \$10,000. The funding for this contract is provided by the Environmental Justice and Community Engagement budget. No payments in advance or in anticipation of goods or services to be provided under this contract shall be made by the Agency.

The Contractor shall submit invoices for purchase and installation of the pumps, and detailed documentation of all project-related expenses such as itemized receipts, participant waivers, etc. by no later than the end of the contract, February 28<sup>th</sup>, 2019. Payment will be issued upon receipt of invoices and all relevant deliverables.

Invoices submitted by the Contractor should show time and material information. Charges should be broken down showing task and/or subtask performed, name of the person who performed the work, cost per hour and specific number of hours spent within a given billing period (monthly).

The Contractor shall submit invoices to the Agency's Manager of Finance and Purchasing and shall be paid upon successful performance by the Contractor and within thirty (30) days after review and approval by the Project Manager. The final invoice must be submitted no later than ten (10) working days after the termination date.

To receive reimbursement, the Contractor must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

Funding for work to be conducted after June 30<sup>th</sup>, 2018, is contingent upon approval of funding by the Agency Board of Directors and satisfactory performance by the Contractor, and the Contractor shall not proceed to perform any work under this contract after June 30, 2018 until so authorized by the Project Manager.

5. **Term.** The effective date of this contract is May 1<sup>st</sup>, 2018. Any costs incurred prior to the effective date of this contract will be at the sole expense and risk of the Contractor.

The termination date of this contract is February 28<sup>th</sup>, 2019.

6. **Communications.** The following persons shall be the contact person for all communications regarding the performance of this contract.

| Contractor   | Agency Project Manager                            | Send Invoices To:                                 |
|--|---|---|
| Andy Varyu   | Project Manager: Julio A Sanchez                  | Attn: Finance Manager                             |
| Habitat For Humanity                               | Puget Sound Clean Air Agency                      | Puget Sound Clean Air Agency                      |
| 560 Naches Ave SW<br>Suite 110<br>Renton, WA 98057 | 1904 Third Avenue, Suite 105<br>Seattle, WA 98101 | 1904 Third Avenue, Suite 105<br>Seattle, WA 98101 |
| Phone: 206.866.7599                                | Phone: 206.689.4069                               | Phone: 206-689-4014                               |
| Fax:   | Fax: (206) 343-7522                               | Fax: (206) 343-7522                               |
| E-mail address:<br>andy.varyu@habitatskc.org       | E-mail address:<br>julios@pscleanair.org          | E-mail address:<br>finance@pscleanair.org         |

7. **Changes.** The Agency may, from time to time, require changes to this contract. Only the Agency's Project Manager shall have the authority to negotiate changes on behalf of the Agency. The parties shall mutually agree to all changes by written amendment to the contract.

8. **Termination.** The Agency may terminate this contract at any time with or without cause by giving a thirty day (30) written notice to the Contractor of such termination and by specifying the

effective date of the termination. Upon termination of this contract, the Agency, in addition to any other rights provided in this contract, may require the Contractor to deliver to the Agency any property specifically produced or acquired for the performance of such part of this contract as has been terminated.

The Agency shall pay to the Contractor the amount agreed upon by the Contractor and the Agency for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, and (iii) other property or services which are accepted by the Agency, unless the termination is for default, in which case the Agency shall determine the extent of the liability of the Agency. The Agency may withhold from any amounts due the Contractor such sums as the Agency determines to be necessary to protect the Agency against potential loss or liability.

9. **Agency Access to Data and Records.** (a) The Contractor shall provide the Agency, at no additional charge, access to all data generated under this contract. "Data" includes, but is not limited to, all information that supports the findings, conclusions and recommendations of the Contractor's reports and deliverables, including computer models and the methodology for those models. (b) The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by the Agency, personnel duly authorized by the Agency, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

10. **Right of Inspection.** The Contractor shall provide right of access to its facilities to the Agency, or any of its officers, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

11. **Funding Contingency.** In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to completion of the work in this contract, the Agency may at its sole option:

- (a) terminate this contract with 30 (thirty) days advance written notice. If this contract is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this contract prior to the effective date of termination;
- (b) renegotiate the terms of the contact under new funding limitations and conditions;
- (c) suspend work performed under this contract for a temporary period upon written notification of the suspension and the suspension period; or
- (d) after a review of the status of expenditures and deliverables, extend the end date of this contract and postpone deliverables or portions of deliverables.

The Agency may also suggest such other alternative as the parties mutually agree to in writing.

12. **Copyright Provisions.** Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Agency. The Agency shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the Agency, effective from the moment of creation of such materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, communications, books, magazines, surveys, studies, computer programs,

films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, the Contractor hereby grants to the Agency a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights, and rights of publicity, necessary to grant such a license to the Agency.

The Contractor shall exert all reasonable effort to advise the Agency, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. The Agency shall receive prompt written notice of each notice or claim of copyright infringement received by the Contractor with respect to any data delivered under this contract. The Agency shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

13. **Contractor Not An Employee of the Agency.** The Contractor and the Agency intend that an independent contractor relationship will be created under this contract. The Contractor and its employees or agents are not employees of the Agency and shall not be entitled to compensation or benefits of any kind other than as specifically provided herein. The Contractor will not hold itself out as nor claim to be an officer or an employee of the Agency or of the State of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to an employee under the law. Conduct and control of the work will be solely with the Contractor.

14. **Indemnification.** The Contractor shall release, indemnify, defend and hold harmless the Agency, its Board of Directors, officers, employees and agents from and against any and all liability, loss, damage, expense, actions, or claims, including costs and attorney's fees which the Agency, its Board of Directors, officers, employees and agents may hereafter sustain, incur, or be required to pay asserting or arising directly or indirectly due to any act or omission of the Contractor, its agents, employees or subcontractors, in the execution, performance or failure to adequately perform the Contractor's obligations pursuant to this contract; provided, however, this paragraph does not purport to indemnify the Agency against liability for damages arising out of bodily injuries to persons or damages caused by or resulting from the sole negligence of the Agency, its Board of Directors, its officers, employees and agents in the execution, performance or failure to adequately perform its obligations pursuant to this contract.

15. **Subcontracting.** The Contractor shall not enter into subcontracts for any of the services or work contemplated under this contract without obtaining prior written approval of the Project Manager. In no event shall the existence of any subcontract operate to release or reduce the liability of the Contractor to the Agency for any breach in the performance of the Contractor's duties.

16. **Assignment.** The work provided under this contract, and any claim arising thereunder, is not assignable or delegable by either party, in whole or in part, without the express prior written consent of the other party.

17. **Payroll and Taxes.** The Contractor assumes full and sole responsibility for the payment of all wages, unemployment contributions, payroll taxes, use, sales, income or other form of taxes, fees and licenses.

18. **Licensing, Accreditation, and Registration.** The Contractor shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements/standards, necessary for the performance of this contract.

19. **Industrial Insurance Coverage.** The Contractor shall provide or purchase industrial insurance coverage prior to performing work under this contract and shall maintain full compliance with Chapter 51.12 RCW during the term of this contract. If a Contractor is exempt from the requirements of Chapter 51.12 RCW, he/she must carry appropriate liability insurance equivalent to the coverage provided under that chapter. The Agency will not be responsible for the payment of industrial or liability insurance premiums or for any other claim or benefit for this Contractor, or any subcontractor or employee of the Contractor, which might arise under the industrial insurance laws during the performance of duties and services under this contract. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this contract, those payments shall be made by the Contractor; the Contractor shall indemnify the Agency and guarantee payment of such amounts.

20. **Waiver.** A failure by either party to exercise its rights under this contract shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this contract. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

21. **Governing Law.** This contract shall be governed by the laws of the state of Washington. The Contractor, by execution of the contract, acknowledges the jurisdiction of the courts of the state of Washington in this matter. The venue of any action brought under this contract shall be the superior Court of King County, Washington.

22. **Certification regarding Debarment.** The Contractor, by signature to this contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above requirements regarding debarment in all subcontracts into which it enters. The Contractor shall immediately notify the Agency if, during the term of this contract, the Contractor becomes debarred. If Contractor becomes debarred during the term of this contract, the Agency may, at its sole option, immediately terminate this contract by providing written notice to the Contractor.

23. **Nondiscrimination.** During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies. In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Agency. The Contractor shall, however, be given a reasonable time in which to remedy this noncompliance.

24. **Title VI.** During the performance of this contract, the Contractor, for itself, its assignees and successors in interest agrees as follows:

1. **Compliance with Regulations**

The Contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination**

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The Contractor

shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Sub-contracts, Including Procurement of Materials and Equipment**

In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. **Information and Reports**

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Agency, the Washington State Department of Transportation (WSDOT) or the United States Department of Transportation (USDOT) as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Non-compliance**

In the event of the Contractor's non-compliance with the non-discrimination provisions of this contract, the Agency shall impose such sanctions as it or the USDOT may determine to be appropriate, including, but not limited to: (a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or (b) cancelling, terminating, or suspending of the contract, in whole or in part.

6. **Incorporation of Provisions**

The Contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any sub-contractor or procurement as the Agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request WSDOT enter into such litigation to protect the interests of the state and, in addition, the Contractor may request the USDOT enter into such litigation to protect the interests of the United States.

25. **Utilization of Minority and Women-Owned Business Enterprises (MWBE).** To the extent practicable, when performing the services agreed to under this contract, the Contractor should utilize MWBEs certified by the Office of Minority and Women's Business Enterprises under the State of Washington certification program.

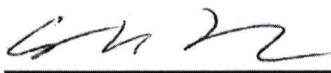
26. **Attorneys' Fees.** In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorneys' fees and costs.

27. **Severability.** The provisions of this contract are severable. If any provision is illegal or invalid for any reason whatsoever, that illegality or invalidity shall not affect the validity of the rest of the contract.

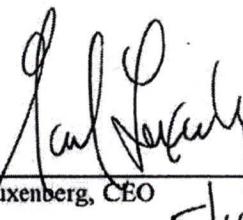
28. **Content and Understanding.** This contract contains a complete and integrated understanding and contract between the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

**THIS CONTRACT** is executed by the persons signing below, who warrant they have the authority to execute the contract.

**PUGET SOUND CLEAN AIR AGENCY**

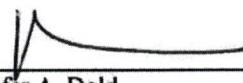
  
By: \_\_\_\_\_  
Craig T. Kenworthy  
Executive Director  
Date: 8/24/18

Habitat for Humanity Seattle-King  
County

  
By: \_\_\_\_\_  
Gail Luxenberg, CEO  
Date: 5/16/18

Attest:

Approved as to Form:

By:   
Jennifer A. Dold  
Agency Counsel  
Date: 5/21/18

Form No. 61-132 (Rev. 04/16- bhw)