CONTRACT BETWEEN
THE HOUSING AUTHORITY OF THE COUNTY OF SAN JOAQUIN
AND
COMPANY NAME

INTRODUCTION

This contract by and between the Housing Authority of the County of San Joaquin (hereinafter “HACSJ or Authority”) and Company Name (hereinafter “Architect”) is hereby entered into this ___th day of Month, 2010.

Services pursuant to this contract shall begin on Month Date, 2012 and shall end Month Date, 2013 unless otherwise extended, modified, terminated, or renewed by the parties as provided for within this contract. The HACSJ reserves the right to extend this Contract for four (4) additional one-year terms. Unless otherwise detailed herein, all references to “days” shall be calendar days (in the case that the last day referenced falls on a Saturday, Sunday or legal holiday, then the period of time shall be automatically extended to include the next work day). Also, whenever the term "herein" is referred to, such refers to this contract form, the appendices, and all listed attachments.

1.0 Services and Payment:

1.1 Scope of Services: The services provided pursuant to this contract generally consist of those services as described herein and within the Appendices. These services shall include those listed in the HACSJ’s Request For Qualifications Number 1011-021A (Hereinafter “RFQ”) and the Architect’s response thereto. Further:

1.1.1 Note that the HACSJ does not guarantee any minimum or maximum amount of work; rather, this contract is a Requirements Contract, in that the HACSJ shall retain the right to order from the Architect any amount of services that the HA requires.

1.1.2 The Architect’s billing rates shall be the same as those outlined during contract negotiations. Unless this contract has been modified or amended by the HACSJ, the Architect shall not invoice the HACSJ in excess of the Not-To-Exceed dollar amount shown herein.

1.1.3 Architectural services shall be provided in accordance with form HUD-51915 Model Form of Agreement Between Owner and Design Professional, which is attached hereto as an Appendix.

1.2 Performance Specifications:

1.2.1 Company Standards: The Architect shall perform in good faith in accordance with the proposed services found in the Architect’s Proposal and the RFQ documents.

1.3 Personnel Standards:
1.3.1 Services shall be performed by personnel who are trained and otherwise qualified to perform tasks assigned.

1.3.2 Architect shall use all reasonable care, consistent with his right to manage and control his/her operation not to employ any persons or use any labor, or use or have any equipment or permit any condition to exist which shall or may cause or be conductive to any labor complaints, troubles, disputes, or controversies at the owner’s place of business or which interfere or are likely to interfere with the operations of business.

1.4 Supervision: Architect shall furnish the necessary qualified supervision to oversee all of Architect’s operations performed in conjunction with this Contract.

1.5 Equipment: Architect shall furnish all equipment necessary to perform the services in accordance with these specifications, and warrants that all equipment will be of such type and condition as to cause no hazard or danger.

1.6 Property Damages: Architect shall be responsible for any damages to Housing Authority property, damaged as a result of the actions of the Architect, his/her employees and/or equipment. All repairs of damages shall be at the Architect’s expense.

1.7 Cost/Value of Services:

1.7.1 Labor Costs: All architects, technical engineers, draftsmen, and technicians (other than volunteers under the conditions set out in 24 CFR part 70) employed in a development or modernization project shall be paid not less than the wages prevailing in the locality, as determined or adopted (subsequent to a determination under applicable state or local law) by HUD. HUD-determined wage rates shall be paid to all architects, technical engineers, draftsmen, and technicians employed in the development, and all maintenance laborers and mechanics employed in the operation. Davis-Bacon wage rates) shall be paid to all laborers and mechanics employed in the development

1.7.2 Contract Value:

1.7.2.1 The HACSJ shall pay the Architect for the performance of the Contract, in current funds, subject to additions and deductions as provided in the Specifications, not to exceed the sum of:

\$000,000.00

(TBD Dollars).

This amount may be amended by the HACSJ only if the HACSJ determines it is in its best interest to do so, and then only in advance of requesting services that would cause the HACSJ to exceed the NTE amount. The NTE amount is budgetary; therefore
SAMPLE HAC SJ CONTRACT
Architectural Design Services, Mountain View

Architect hereby agrees to abide by the NTE limit and further agrees that there will be non-payment for services invoiced beyond the NTE figure shown.

1.7.2.2 Method and frequency of payment shall be as outlined in the Model Form of Agreement Between Owner and Design Professional (form HUD-51915) and the Technical Specifications Section in the RFQ. All additional employment classifications to be used in performing the construction work required in this Agreement must be submitted to the HAC SJ and HUD Labor Department for rate approval and shall retain the approved rate for the duration of the Agreement.

1.8 Billing Method:

1.8.1 To receive payment for services rendered pursuant to this contract the Architect shall submit fully completed invoices for work performed to:

Housing Authority of the County of San Joaquin
Attn: Accounts Payable Dept.
P.O. Box 447
Stockton, CA 95201

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

1.8.2.1 Architect’s unique invoice number;
1.8.2.2 Architect’s name, address and telephone number;
1.8.2.3 Date of invoice and/or billing period;
1.8.2.4 The applicable HAC SJ Contract Number as shown at the top of this document;

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

1.8.4 Total dollar amount being billed.

1.8.5 The HAC SJ will pay each such properly completed invoice received on a Net/30 basis. Any invoice received not properly completed will not be paid unless and/or until the Architect complies with the applicable provisions of this contract.

2.0 ARCHITECT’S OBLIGATIONS: In addition to the specific services detailed herein that the Architect is required to provide, the Architect shall also be responsible for the following:

2.1 Supervision and Oversight: The Architect shall be solely responsible for providing supervision and oversight to all of the Architect’s personnel that are assigned to the HAC SJ properties pursuant to this contract.

2.2 Qualified Personnel: The Architect shall assign only qualified personnel to perform the services outlined herein and within the appendices. For the purposes
of this contract, the term “qualified personnel” shall mean those personnel that have been investigated, tested and trained in the manner described within this Contract and, as proposed by the Architect within its proposal or as provided by the Architect during the Architect’s normal conduct of business.

2.3 **Indemnification:** The Architect agrees to fully indemnify, defend and save harmless HACSJ, including its governing board, attorneys, officers and employees of HACSJ herein collectively referred to as HACSJ, against any and all loss, damage, liability, claim, demand, litigation and expense, including reasonable attorney’s fees and litigation costs, resulting from injury or harm to any person, property or deposit arising out of Architect’s business and operations regardless of the active or passive negligence of HACSJ excepting only such damage, injury or harm caused by sole negligence or willful misconduct of HACSJ.

2.4 **Insurance Requirements:** The Architect shall maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of or failure to perform the work hereunder by the Architect, its agents, representatives, employees or sub-architects, at a minimum per the attached HACSJ document *Insurance Requirements for Architectural and Engineering Consultants*. (Indemnification and defense applies only to the extent that such bodily injury or property damage was caused by the negligence of this Subcontractor, or its subordinate, and not to the extend caused by others. These coverage limits may be obtained by individual policies or by combining primary and umbrella policies)

2.4.1 **Verification of Coverage:** Within 14 days of signing this contract, the Architect shall furnish the HACSJ with original certificates and amendatory endorsements effecting coverage required by these specifications. The endorsements should conform fully to the requirements. All certificates and endorsements are to be received and approved by the HACSJ in sufficient time before this Contract commences to permit Architect to remedy any deficiencies. The HACSJ reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Failure to maintain the above-referenced insurance coverage, including naming the HACSJ as an additional insured (where appropriate) during the term(s) of this contract, shall constitute a material breach thereof.

2.4.2 **Insurance certificates shall be delivered to:**

**Housing Authority of the County of San Joaquin**  
**Business Office**  
P.O. Box 447  
Stockton, CA 95201

2.5 **Licensing:** The Architect shall also provide to the HACSJ copies of any required current City, State and/or Federal licenses. Failure to maintain these licenses in a current status during the term(s) of this contract shall constitute a material
breach thereof. The Architect agrees to promptly disclose to the HACSJ when it does not possess all requisite licenses to perform the services required by this Contract.

2.6 Financial Viability and Regulatory Compliance:

2.6.1 The Architect warrants and represents that its entity status 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 Architect further warrants and represents that it owes no outstanding federal, state or local taxes or business assessments.

2.6.2 The Architect agrees to promptly disclose to the HACSJ 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 Architect to disclose such issue to the HACSJ within 5 days of notification will constitute a material breach of this contract.

2.6.3 The Architect further agrees to promptly disclose to the HACSJ any change of its ownership and/or any declaration of bankruptcy that the Architect may undergo during the term(s) of this contract. The failure of the Architect to disclose any change of its ownership and/or its declaration of bankruptcy within 5 days of said actions shall constitute a material breach of this contract.

2.6.4 All disclosures made pursuant to this section of the Contract shall be made in writing and submitted to HACSJ within the prescribed time periods.

3.0 Assignment of Contract: This contract shall not be assigned or transferred by either party without the written consent of the other party. This agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this agreement.

4.0 Modification: This contract shall not be modified, revised, amended or extended except by written addendum, executed by both parties.

5.0 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.

6.0 Applicable Laws:

6.1 Compliance with Federal and State Laws: All work performed by the Architect, pursuant to this contract, shall be done in accordance with applicable all Federal, State and local laws, regulations, codes and ordinances, whether now or hereafter adopted. Architect shall specifically comply with the Federal Fair Debt Collections Practices Act (15 USC sec. 1692 et seq); the California Consumers Legal
Remedies Act (Calif. Civil Code sec.s 1750-1784); the Rosenthal Fair Debt Collections Practices Act (Civil Code sec. 1788 et seq); and California Civil Code sec.s 1812.701 et seq.

6.2 Jurisdiction of Law: The laws of the State of California 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 San Joaquin County, California 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 attorneys fees and costs incurred by such prevailing party. This Contract may be signed in counterparts.

7.0 Notices and Reports:

7.1 All notices and/or reports submitted to the HACSJ by the Architect pursuant to this contract shall be in writing and delivered to the attention of:

Gerald "Chip" Jones
Project Manager
Housing Authority of the County of San Joaquin
Post Office Box 447
Stockton, CA 95201

or delivered in person at: 448 S. Center Street, Stockton, CA 95203; or, if appropriate, faxed to: (209) 460-5142

7.2 All notices submitted to the Architect pursuant to this contract shall be in writing and mailed to the attention of:

Person Name
Company Name
Address
City, State, Zip

or, if appropriate, shall be faxed to: 000-000-0000.

8.0 CFR 85.36(i), Procurement: Pursuant to this CFR, as issued by the Office of the Secretary, HUD, the HACSJ and the Architect each agree to comply with the following provisions and agree to the following clauses, whether actually inserted or by reference:

8.1 Remedies for Architect Breach: Pertaining to contract-related issues, it is the responsibility of both the HACSJ and the Architect to communicate with each other clearly and thoroughly. Each party is responsible for communicating dissatisfaction of any issues surrounding the contract. Dissatisfaction by either
party should be communicated in writing, fully detailing the issue and requested corrective action (the HACSJ has the right to issue unilateral addendums to this contact; the Architect does not have this right). Within 10 days the party receiving the written notice of dissatisfaction shall respond in writing to the other party. However, if HACSJ is the dissatisfied party; it may request the Architect to respond in less than 10 days.

8.1.1 Procedures regarding Architect performance issues: If the Architect is in material breach of the contract, the HACSJ may promptly invoke the termination clause, pursuant to Section 8.2.

8.1.2 Prior to termination, the HACSJ may choose to warn the Architect, verbally or in writing, of any issue of non-compliant or unsatisfactory performance. Such written warning may include placing the Architect on probation, thereby giving the Architect a certain period of time to correct the deficiencies or potentially suffer termination. The HACSJ shall maintain in the contract file a written record of any such warning detailing all pertinent information. If the Architect does not agree with such action, the Architect shall have ten 10 days to dispute or protest, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the HACSJ’s position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the HACSJ’s alleged incorrect action(s).

8.1.3 After termination, if the Architect does not agree with the HACSJ’s justification for the termination, the Architect shall have 10 days to dispute, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the HACSJ’s position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the HACSJ’s alleged incorrect action(s).

8.1.4 The response to any protest under this section shall be conducted in accordance with the Procurement Policy of the HACSJ, as now or hereafter stated at the time of protest.

8.1.5 All rights and remedies granted to HACSJ herein and any other rights and remedies which HACSJ may have at law and in equity are hereby declared to be cumulative and not exclusive. The fact that HACSJ may have exercised any remedy without terminating this contract shall not impair HACSJ’s rights thereafter to terminate or to exercise any other remedy herein granted, or to which HACSJ may be otherwise entitled.

8.2 Termination for Cause and Convenience: The HACSJ may terminate this contract in whole, or from time to time in part, for the HACSJ’s convenience or the failure of the Architect to fulfill the contract obligations (default). The HACSJ shall terminate by delivering to the Architect a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Architect shall: (1) immediately discontinue all services
affected (unless the notice directs otherwise), and (2) deliver within ten (10) days to the HACSJ all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.

8.2.1 If the termination is for the convenience of the HACSJ, the HACSJ shall be liable only for payment for services rendered before the effective date of the termination.

8.2.2 If the termination is due to the failure of the Architect to fulfill its obligations under the contract (default), the HACSJ may (1) require the Architect to deliver to it, in the manner and to the extent directed by the HACSJ, any work as described in the Scope of Services above or the Appendices attached hereto, and compensation be determined in accordance with the “Changes” clause; (2) take over the work and prosecute the same to completion by contract or otherwise, and the Architect shall be liable for any additional cost incurred by the HA; and (3) withhold any payments to the Architect, for the purpose of set-off or partial payment, as the case may be, of amounts owed the HACSJ by the Architect.

8.2.3 If, after termination for failure to fulfill contract obligations (default), it is determined that the Architect had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Architect shall be entitled to payment as described in paragraph (8.2.1) above.

8.2.4 Any disputes with regard to this clause are expressly made subject to the terms of clause titled “Disputes” herein.

8.3 Reporting: Both parties hereby agree to comply with any reporting requirements that may be detailed herein.

8.4 Patent Rights: Both parties hereby agree to comply with HUD Bulletins pertaining to the Notice of Assistance Regarding Patent and Copyright Infringement.

8.5 Copyrights/Rights in Data: The HACSJ has unlimited rights to any and all data, including any work product and computer software, developed by the Architect in the performance of the contract.

8.6 Access to Records: Both parties hereby agree that the Architect will make available to the HACSJ, HUD, the Comptroller General of the United States, or any of their duly authorized representatives (including retained auditors), any books, documents, papers, and records of the Architect which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

8.7 Record Retention: The Architect further agrees that he/she shall retain all such records pertaining to this contract for a period of not less than 3 years after final payment, the completion of any services provided pursuant to this contract, or after all pending matters are closed.
8.8 **Clean Air Act:** For all contracts in excess of $100,000, both parties hereby agree to comply 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).

8.9 **Energy Policy and Conservation Act:** Both parties hereby agree to comply with all 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).

8.10 **Presidential Executive Orders 11625, 12138, and 12432, and Section 3 of the HUD Act of 1968:** Architect shall, to the greatest extent feasible, provide opportunities for training and employment for lower income residents of the development area and to award subcontracts for work in connection with the project to business concerns which are located in, or owned in substantial part by persons residing the area of development, as described in 24 CFR 135.

9.0 **Contract Documents and Attachments:**

9.1 The versions of the following noted documents, current at the time of contract signing, are part of this contract in accordance with Federal law:

9.1.1 **Appendix No. 1:** Form HUD-51915 *Model Form of Agreement Between Owner and Design Professional*;

9.1.2 **Appendix No. 2:** Form HUD-5370-C1, *General Conditions for Non-Construction Contracts, Section I*;

9.1.3 **Appendix No. 3:** Form HUD-5369-C, *Certifications and Representations of Offerors, Non-Construction*;

9.1.4 **Appendix No. 4:** HACSJ *Insurance Requirements for Architectural and Engineering Consultants* document;

9.1.5 **Appendix No. 5:** HACSJ Scope of Work/Services from RFQ 1112-056, including any Appendices issued thereto,

9.1.6 **Appendix No. 6:** Architect’s Price Schedule of Billable Rates

9.2 Please note that in the case of any discrepancy between this contract and any of the above noted documents, the requirement(s) listed within the federal HUD documents shall take first precedence, then the body of this contract shall take next precedence, then the requirement(s) listed within each appendix shall take precedence in the order they are listed above (i.e. the requirement(s) listed the lower listed item may not overrule any requirement(s) within a higher listed item).
9.3 Any document referenced herein that has not been attached is contained herein by reference, and a copy of each such document will be delivered by the HACSJ to the Architect within 10 days upon receipt of a written request for such.

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

HACSJ GENERAL SERVICES OFFICE (as to form and procurement compliance):

By: ______________________________________ Date: ______________
   Brad Diemer
   PROCUREMENT COMPLIANCE OFFICER

HACSJ CONTRACT APPROVAL AUTHORITY:

By: ______________________________________ Date: ______________
   Barbara S. Kauss
   EXECUTIVE DIRECTOR

COMPANY NAME

By: ______________________________________ Date: ______________
   Person Name
   TITLE