



PROFESSIONAL SERVICES CONTRACT (NOT FOR A&E OR LEGAL SERVICES)

For the following Services: Enter Service Description Here, eg. Lawncare Services

This Professional Services Contract (“Contract”) is by and between The HOUSING AUTHORITY OF THE CITY OF TACOMA (“THA”) a public body corporate and politic of the State of Washington, in its capacity as property manager of the properties identified on page 9 and the Contractor identified below, (“Contractor”). THA and Contractor are each a “Party” and together the “Parties” to this CONTRACT. The Parties agree as follows:

Contractor Name: Contractor Name here	Contractor doing business as (DBA): Contractor DBA
Contractor Address: Contractor Address	Washington Uniform Business Identifier (UBI): From Contractor Intake Form
Contractor Contact Name: Who will be the POC	Contractor Telephone: POC phone number
THA Administration: Choose a Department	Contractor E-Mail Address: POC E-Mail
THA Contact Name and Title: Your name and title	THA Telephone: Your phone number or cell
THA Contact Address: Your work address	THA Contact E-Mail Address: Click or tap here to enter text.
Contract Number: Get from Opendoor	Contract Maximum Amount: \$Dollar amount here
The Contract Start Date: Start Date	The Contract End Date: End date
CFDA/DUNS NUMBER(S)(if applicable) Click or tap here to enter text.	Is the Contractor a subrecipient for purposes of this contract? <input type="checkbox"/> Yes <input type="checkbox"/> No

EXHIBITS & FEDERAL CLAUSE ADDENDUM. The following Exhibits & Addendum are attached and are incorporated into this Contract by reference (if applicable): No Exhibits
 Exhibit A (specify): ; Federal Clauses Addendum (Only Use for Federally Funded Projects)

The parties signing below represent they have read and understand this contract and have the authority to execute this Contract. This Contract shall be binding on THA only upon an authorized signature of THA.

<i>Contractor Signature:</i>	<i>Name and Title:</i>	<i>Date Signed:</i>
<i>THA Signature:</i>	<i>Name and Title:</i>	<i>Date Signed:</i>

GENERAL TERMS & CONDITIONS

1. CONTRACTOR'S SCOPE OF REQUIRED WORK SCHEDULE OF PERFORMANCE

- 1.1 The Contractor shall perform or provide the services described in the Special Terms and Conditions and on the schedule set forth.
- 1.2 The Contractor shall perform or provide the services diligently, completely, and at professional standards of quality and competence. Contractor will remove and replace any personnel assigned to the project by Contractor if THA considers such removal necessary and following consultation with Contractor.

2. PAYMENT

- 2.1 THA shall make payments only in response to Contractor's invoice and only for services performed or provided as required by the Contract and shown on invoices. THA shall make such payments within thirty (30) days of receiving an approved invoice, subject to Disputes, section 3.1, below.
- 2.2 The invoices must detail the services performed, service date(s), THA facility, and contract number. The Contractor must deliver these invoices to THA at:

Tacoma Housing
Authority Attn: Accounts
Payable
902 S L Street
Tacoma, WA 98405

OR

Email to:
ap@tacomahousing.org and
the THA Contact Name on
page 1 of this Contract (if
applicable); the invoice
number **MUST** be in the
subject line for rapid response
and/or reimbursement

- 2.3 THA may withhold payment to the Contractor for any work not completed to THA's satisfaction up to the maximum amount set forth on Page 1 of this Contract, until and unless the Contractor modifies such work to THA's satisfaction, or the parties reach some other adjustment.
- 2.4 All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.
- 2.5 No payments in advance of or in anticipation of goods or services to be provided under this Contract shall be made by THA.

3. DISPUTES

- 3.1 **General.** In the event that a dispute arises under this Contract, the Contractor may request a resolution of a dispute process as follows:
- a. Contract disputes shall be resolved at the lowest organizational level possible in which the Contractor shall submit a written request for resolution directly to the THA. The request must include the following information:
- (1) Identification and description of the issue(s) in dispute;
 - (2) A statement describing the Contractor's position on the issue in dispute,

- including any documentation that supports this position;
- (3) The Contractor's name, address, phone number; and
- (4) The Contract number.

- b. The Contractor's request for dispute resolution must be emailed to the Contract Owner and shall also be mailed to the address listed on page 1 of this Contract, within ten (10) days after the Contractor could reasonably be expected to have knowledge of the issue in dispute.
- c. The THA shall review the dispute resolution request and issue a written response to the Contractor within thirty (30) days of receiving the written request.
- d. Following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Contract may be resolved by a mutually agreed-upon alternative dispute resolution through either mediation or arbitration.
- e. Contractor shall continue to perform under the Contract during any period of dispute. Contractor's failure to continue Contract performance shall be a material breach and permit THA to immediately terminate the Contract (notwithstanding Contract Section 9.1) with notice to Contractor; and, in such event, Contractor shall forfeit all rights to continued payments from THA for past or future work and remain liable to THA for any damages that THA may suffer as a result of Contractor's acts or failure to act.

3.2 Applicable Law; Venue; Attorney's Fees. This Contract shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit or other proceeding is instituted to enforce any term of this Contract, each party will be responsible to pay its own costs and legal fees, and the venue of any such proceeding shall be properly laid in the Superior Court for the State of Washington in Pierce County.

4. CONTRACTOR'S ADDITIONAL RESPONSIBILITIES

4.1 Risk to Children and Vulnerable Adults; Criminal Background Checks

If the work pursuant to this contract requires or may result in contact with children or vulnerable adults, the Contractor shall not use any employee, volunteer, intern, or agent for such contact who (i) it has reason to believe may pose a risk to such children or vulnerable adults; or (ii) who has been convicted of a crime against children or vulnerable adults. Before using any employee, volunteer, intern or agent for such contact, the Contractor will procure their criminal conviction record in accordance with RCW 43.43.830 through RCW 43.43.834, as applicable.

4.2 Training and Supervision

Contractor shall provide all appropriate orientation, training, and supervision for all its employees, interns, volunteers performing or providing Contract services.

4.3 Access to Records and Retention of Records

Contractor shall promptly provide THA, the Department of Housing and Urban Development, the Comptroller General of the United States or any of their duly authorized representatives with access to any of the Contractor's books, documents, papers, and records which are directly pertinent to this Contract for the purpose of audits or examination. Contractor shall retain all such records for six (6) years after the final payment on the Contract and the Contract termination.

4.4 Confidentiality

Except to the extent required by Law, contractor shall not divulge or release any information, reports, results of research or analysis, or recommendations developed or obtained in connection with performance of this Contract other than to authorized personnel of THA or upon THA's prior written approval.

4.5 Compliance with Laws

Contractor shall comply with all applicable laws, including but not limited to those listed in the Federal Clauses Addendum, which are incorporated herein by reference.

5. OWNERSHIP OF WORK PRODUCT

5.1 "Data" developed pursuant to this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976, as amended, and THA shall be its sole owner. Pursuant to 17 U.S.C. § 201, THA shall be deemed the author of the Data and will own all copyrights in the Data. "Data" shall include but shall not necessarily be limited to all work product the Contractor shall produce or provide under this Contract, draft and final reports, documents, pamphlets, advertisements, books, magazines, surveys studies, computer programs, films, tapes and/or sound reproductions. The Contractor shall obtain THA's prior written approval for any publication of any Data or results of studies and/or services performed pursuant to this Contract. This provision shall not apply to any data that the Contractor develops independently of this Contract.

5.2 Methodology and logic systems developed under this Contract are the property of both the Contractor and THA. Either may use these systems as it sees fit, including the right to revise or publish such systems without limitation.

5.3 The Contractor shall be solely responsible for obtaining releases for the performance, display, recreation, or use of copyrighted materials.

6. INDEPENDENT CONTRACTOR STATUS

6.1 Contractor is an independent Contractor of THA. This Contract does not create any agency, employment, joint employer, joint venture or partnership between THA and Contractor. Neither Party will have the right, power, or authority to select, train, manage or supervise the employees, volunteers, or agents of the other or to act on behalf of the other in any manner whatsoever as a result of this Contract. Contractor is responsible for payment of all wages, compensation, salaries, benefits, and taxes associated with its officers, employees and other staff. The Contractor, at its expense, shall obtain and keep in force all necessary licenses and permits.

7. INDEMNIFICATION, HOLD HARMLESS, RELEASE, AND CONSEQUENTIAL DAMAGES

7.1 Indemnification and Hold Harmless

a. Contractor shall be responsible for and shall indemnify, defend, and hold THA harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgements, or fines or whatsoever kind of nature, arising out of or relating to a) the Contractor's or any Subcontractor's performance or failure to perform this Contract, or b) the acts or omissions of the Contractor or any Subcontractor.

- b. Contractor's duty to indemnify, defend, and hold THA harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgements, or fines shall include THA's personnel-related costs, reasonable attorney's fees, court costs, and all related expenses.
- c. Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless THA, and its officers, officials, agents, employees and volunteers.
- d. Nothing in this term shall be construed as a modification or limitation on the Contractor's obligation to procure insurance in accordance with this Contract or the scope of said insurance.

7.2 Release

Contractor fully and completely waives and releases all claims against THA for any losses or other damages sustained by Contractor or any person claiming through Contractor resulting from any accident or occurrence arising from Contractor's performance or failure to perform under this Contract.

7.3 Consequential Damages

In no event shall THA or Contractor be liable to any other person or entity for consequential, incidental, punitive, special, exemplary or indirect damages or expenses (including, without limitation, lost profits or other economic loss (whether due to schedule changes or otherwise), lost reimbursements, lost data or lost savings), even if such was advised of the possibility of the occurrence of such damages.

8. INSURANCE

8.1 Contractor shall maintain insurance coverage in full force and effect during the entire term of this Contract as set out.

- a. The insurance required shall be issued by an insurance company authorized to do business within the state of Washington with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable by THA;
- b. Contractor shall name the Tacoma Housing Authority, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL & auto liability policy (to include a copy of the Declarations & Endorsements pages) with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations;
- c. Contractor hereby grants to THA a waiver of any right to subrogation which any insurer of said Contractor may acquire against THA by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.
- d. Contractor shall list Tacoma Housing Authority, 902 South L Street, Tacoma, WA 98405 as certificate holder. Renewals shall be emailed to: Insurance@tacomahousing.org. Contractor shall immediately notify the Insurance office in the event such policy is terminated, canceled, or modified.

8.2 Commercial General Liability (CGL): Applicable, Insurance (contractual liability included) with minimum limits of \$1,000,000 per occurrence and \$2,000,000 for general aggregate. If the insurance

is written on a claims-made form, it shall continue for three (3) years following termination of this Contract. The insurance shall have a retroactive date of placement prior to or coinciding with the commencement of the Term of this Contract.

8.3 Automobile Liability: Choose an item., In the even that services delivered pursuant to this Contract involve the use of vehicles, either owned (Code 1, any auto) or unowned (Code 8, hired and Code 9, non-owned) by the Contractor, Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$Choose an item.,000,000 per accident.

8.4 Professional Liability: Choose an item., Insurance with minimum limits of \$Choose an item.,000,000 per occurrence and \$Choose an item.,000,000 for general aggregate. Contractor shall maintain professional liability insurance during the term of this Contract, including coverage for losses caused by errors or omissions.

8.5 Workers' Compensation: Choose an item., Is required by the State of Washington, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statues, and regulations to the full extent applicable. THA will not be held responsible in any way for claims filed by the Contractor or their employees for services performed under the terms of this Contract. *(Not required if consultant provides written verification, it has no employees)*

8.6 Technology Professional Liability (Errors and Omissions): Choose an item., with minimum limits of \$2,000,000 per occurrence and \$2,000,000 for general aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

8.7 Sexual Abuse or Molestation (SAM) Liability: Choose an item., with the minimum limits of \$2,000,000 per occurrence. If the work will include contact with minors, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation.

8.8 Property insurance: Choose an item., against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

8.9 Fire Liability Coverage: Choose an item., with minimum limits of \$200,000 per occurrence.

8.10 Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions: Choose an item., with a minimum limit of \$2,000,000 p e r occurrence and \$2,000,000 for general aggregate.

9. TERMINATION OF CONTRACT

9.1 Termination for Cause

If a Party concludes that the other Party has breached this Contract, it shall give the breaching Party a written notice. The written notice must describe the alleged breach. The written notice must also give the breaching Party a reasonable amount of time to fully cure the breach. This cure period shall be at least ten (10) business days unless urgent circumstances justify a shorter time. The breaching Party must cure its breach within the cure period. If the breaching Party has failed to cure the breach within the cure period, the other Party may then terminate the contract by serving a termination notice. THA may terminate this Contract if its funding for the Contract either is eliminated, reduced, or used up. In that event, THA shall give Contractor written notice of the termination as far in advance as reasonably practicable.

9.2 Termination for Convenience

THA may terminate this Contract in whole or in part without cause for its convenience. It may do this by giving thirty (30)-day written notice to Contractor stating the effective date of the termination. Upon Termination for Convenience, Contractor shall be compensated for services performed up to the time of termination as Contractor's sole remedy. Contractor is not entitled to lost profits, additional overhead, or earnings on services not performed in the event it is terminated for convenience. THA may offset any disputed amounts against payments otherwise due Contractor. If, after THA has been made whole and applied its offsets, sums remain due and owing Contractor, THA will remit payment of those sums within ninety (90) days of final completion of the project.

9.3 Rights Upon Termination

Upon Termination for Cause, Contractor is entitled to no further payment from THA until the completion of the Project, subject to the conditions herein. THA may offset all its direct and consequential damages resulting from Contractor's default against payments otherwise due Contractor. If, after THA has been made whole and applied its offsets, sums remain due and owing Contractor, THA will remit payment of those sums within ninety (90) days of final completion of the project. In the event THA's Termination for Cause is deemed invalid or unjustified, then such termination shall automatically become a Termination for Convenience under Section 9.2.

10. MISCELLANEOUS PROVISIONS

10.1 Time is of the essence in this Contract.

10.2 Changes in the Work

THA, at its sole discretion, shall have the right by written order, to direct changes, additions, deletions, or alterations to the scope of work to be performed under this Contract. Should Contractor claim any such order by THA would cause additional costs, or if Contractor otherwise believes it is entitled for any reason to an adjustment of the Contract price or time, Contractor shall submit a written notice to THA within seven (7) calendar days of said claim arising, and prior to commencing such work; otherwise, such claim shall be deemed waived, and Contractor shall have no right to maintain an action in court or arbitration to recover for extra work. Should the parties be unable to agree as to the value of any work to be added, deleted, or altered, Contractor shall proceed with the work promptly, but only upon written order of THA, and the amount due for the disputed work shall be resolved by litigation or arbitration.

10.3 Continuing Performance

Pending final resolution of any dispute, Contractor shall, unless otherwise directed by THA in writing, perform all its obligations under this Contract, provided that THA continues to make undisputed payments as they come due.

10.4 No Subcontracting or Assignment

Contractor shall not subcontract or assign its obligations under this Contract without THA's advance, written consent, which THA may grant or withhold in its sole discretion.

10.5 Lower Tier Contractors

Prior to commencing performance of any obligation herein, Contractor shall list, in writing to THA, all lower tier subcontractors and suppliers it intends to use, subject to THA's approval, which approval shall not be unreasonably withheld; and Contractor shall not subsequently change such subcontractors without THA's prior written approval. Contractor shall bind all lower tier subcontractors and suppliers to Contractor in the same manner as Contractor is bound to THA.

10.6 Governing Law and Venue

Washington State law shall govern the interpretation of this Contract. Pierce County shall be the venue of any arbitration or lawsuit arising out of this Contract.

10.7 Severability

If one or more of the clauses of this Contract is found to be unenforceable, illegal or contrary to public policy, the Contract will remain in full force and effect except for the clauses that are unenforceable, illegal or contrary to public policy.

10.8 Entire Contract

This Contract constitutes the entire Contract between THA and Contractor. It replaces and supersedes all prior oral or written proposals and Contracts. No amendment or modification of this Contract shall have any force or effect whatsoever unless and until the Parties agree in writing.

10.9 Contractor will perform services under this Contract as agreed in one or more Statements of Work issued under this Contract [a sample form of which is attached as Exhibit A] ("Statements of Work"). Each Statement of Work will describe the services to be performed, the method of billing for such services, the location(s) at which such services will be provided, and any other relevant information. This Contract does not obligate either party to enter into any Statement of Work. The Parties recognize that THA is entering into this Contract, and will enter into any Statement of Work, in its capacity as property manager. THA may terminate any Statement of Work for any reason (including due to its ceasing to be property manager for property subject to such Statement of Work) upon at least 30 days' written notice to the Contractor stating the effective date of the termination of the Statement of Work. THA may request that the Contractor enter into a new Statement of Work by providing the Contractor with a form Statement of Work, which shall become effective if accepted by the Contractor in writing within thirty (30) days of THA's request, unless such offering is early rescinded or further extended by THA in writing.

SPECIAL TERMS & CONDITIONS

1. STATEMENT OF WORK

1.1 The Contractor shall provide the Services and Contractor Staff and otherwise do all things necessary for the performance outlined in the Contract as set forth below:

1.2 Deliverables: **LAWN MOWING EXAMPLE:**

- a. All formal turf will be mowed as needed throughout the growing season to maintain a neat appearance.
- b. Turf will be maintained at a minimum 2 inches and a maximum of 3.5 inches determined by weather and season.
- c. Incidental litter shall be removed from turf areas prior to mowing to avoid shredding of debris.
- d. Mulching practices will be observed when weather conditions allow. The practice of mulching reduces waste and provides added health benefits to the turf. When not mulching, grass clippings will be bagged, and debris will be removed from site.

1.3 Milestones/Timeframe: when will it be completed. **EXAMPLE**

- a. Every month for twelve (12) months

1.4 **THA responsibilities:** **EXAMPLE** THA shall have access badges at front desk in each location for contractor

1.5 **Location:** Full address and Legal Names (Owners) of properties. **EXAMPLE – REMOVE IF NOT APPLICABLE**

TAXABLE Property Name	Address	Legal Name (Owner)
Bergerson	5305 South Orchard Street, Tacoma, WA 98467	
Dixon	5420 South Stevens Street, Tacoma, WA 98409	
6th Ave	2302 - 6th Avenue, Tacoma, WA 98403	
G Street	401 North G Street, Tacoma WA 98403	
K Street	911 North K Street, Tacoma, WA 98403	

Lawrence/Ludwig	5425 South Lawrence Street, Tacoma, WA 98409	Renew Tacoma Housing, LLLP
Fawcett	3201 South Fawcett Avenue, Tacoma, WA 98418	
EB Wilson	1202 South M Street, Tacoma, WA 98405	
Wright St	602 South Wright Avenue, Tacoma, WA 98418	
Arlington Youth Campus	3810 East Arlington Drive, Tacoma, WA 98404	Arlington Youth Campus, LLLP
The Rise @ 19th	1815 South G Street, Tacoma, WA 98405	Court F, LLLP
Bay Terrace I Bay Terrace II	2550 South G Street, Tacoma, WA 98405	2500 Yakima, LLLP 2500 Court G, LLLP
Hillside Terrace Phase I (2300) Hillside Terrace Phase II (2300)	2330 South G Street, Tacoma, WA 98405	Hillside Terrace Phase II, LP
Hillside Terrace 1500 (4 units only)	1512 Court F Street, Tacoma, WA 98402	Hillside Terrace 1500, LP
Salishan One	1724 East 44 th Tacoma, WA 98404	Salishan One, LLC
Salishan Two		Salishan Two, LLC
Salishan Three		Salishan Three, LLC
Salishan Four		Salishan Four, LLC
Salishan Five		Salishan Five, LLC
Salishan Six		Salishan Six, LLC
Housing Hilltop North	1011 South L Street, Tacoma, WA 98405	Housing Hilltop LLLP
Housing Hilltop South	1111 South L Street, Tacoma, WA 98405	

NON-TAXABLE	Address	
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Property Name		Legal Name (Owner)
902 Admin Building	902 South L Street, Tacoma, WA 98405	THA
Salishan Seven	1724 East 44 th Tacoma, WA 98404	THA
Family Investment Center (FIC)	1724 East 44th Tacoma, WA 98404	THA
Scatter Site	120 East Bismark Street, Tacoma, WA 98404	THA
Hillside Terrace 1500 (4 units only)	2330 South G Street, Tacoma, WA 98405	THA
James Center North	1614 South Mildred Street, Tacoma, WA 98465	THA

2. PAYMENT FOR WORK

2.1 Payment: The Contractor shall be paid in the amounts and on the terms set forth in the **General Terms and Conditions, section 2**. Invoices shall be submitted on the following schedule [Check one]:

Monthly (5 th of following month)	<input type="checkbox"/>	At delivery of work product	<input type="checkbox"/>
Quarterly (Jan.1; April 1; July1; Oct 1)	<input type="checkbox"/>	Other:	<input type="checkbox"/>

2.2 THA will pay CONTRACTOR as follows within the maximums and other limits set forth in the **General Terms and Conditions, section 2** of this contract: **EXAMPLE**

TAXABLE	Total
At each property, once a month, for 12 months @ \$208.33	
OR	
Bergerson, twice a month for 12 months @ \$104.17each	
Dixon, once a month for 12 months @ \$208.33 each	
continue	\$22,500.00

NON-TAXABLE	Total
At each property, once a month, for 12 months @ \$208.33	
OR	
902 Admin Building, once a month, for 12 months @ 208.33	\$5,000.00

continue	
TOTAL CONTRACT MAXIMUM AMOUNT	\$27,500.00

2.3. Prevailing Wage for Non-Taxable properties [Check one]:

N/A <input type="checkbox"/>	Higher of State or Federal <input type="checkbox"/>	Davis-Bacon <input type="checkbox"/>	HUD <input type="checkbox"/>	State <input type="checkbox"/>
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2.3.a. If prevailing wages are to be paid, the following types of wages must be paid [Check one]:

Residential <input type="checkbox"/>	Commercial <input type="checkbox"/>
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