

PROFESSIONAL SERVICES CONTRACT (NOT FOR A&E SERVICES)

This CONTRACT is made as of the ___ day of _____ in the year of ____.

BETWEEN the Tacoma Housing Authority

and the Contractor: [ENTER CONTRACTOR NAME AND FULL ADDRESS]

For the following Services: [ENTER SERVICES DESCRIPTION]

Contract Name: [ENTER CONTRACT NAME]

Contract Number: [ENTER CONTRACT NUMBER FROM OPEN DOOR]

The Contract Price shall be: [ENTER AMOUNT]

The Contract Term shall be: [ENTER START DATE THROUGH END DATE]

Payment: The Contractor shall be paid in the amounts and on the terms set forth in **Appendix A**. Invoices shall be submitted on the following schedule [Check one]:

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

Maximum Payment: The maximum payment to Contractor for all services and reimbursable expenses, if any, shall not exceed: [SPELL OUT LIKE A CHECKBOOK]

Prevailing Wage [Check one]: N/A Davis-Bacon Higher of State or Federal State HUD

If prevailing wages are to be paid, the following types of wages must be paid [Check one]:

Residential Commercial

Contract Documents: Contractor acknowledges receipt of and the undersigned agree to be bound by the following Contract Documents, all of which are incorporated herein by this reference:

Contract Documents	Contractor Initials
General Conditions	
Appendix A: Scope of Work & Payment Terms	
Appendix B: Indemnity Agreement	
Appendix C: Insurance Requirements	
Federal Clauses Addendum (Only Use for Federally Funded Projects)	

This Contract entered into the day and year written above.

(Signatures on next page.)

TACOMA HOUSING AUTHORITY

[ENTER CONTRACTOR NAME]

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

(Date Signed)

(Date Signed)

GENERAL CONDITIONS

The HOUSING AUTHORITY OF THE CITY OF TACOMA, WASHINGTON, a municipal corporation/political subdivision of the State of Washington, (referred to as “THA”) and [ENTER CONTRACTOR NAME] (referred to as “CONTRACTOR”) agree as follows:

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

- 1.1 The CONTRACTOR shall perform or provide the services described on **Appendix A** to this contract and on the schedule set forth in **Appendix A**.
- 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.

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 invoice.

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; the invoice number **MUST** be in the subject line for rapid response and/or reimbursement

- 2.2 THA may withhold payment to the CONTRACTOR for any work not completed to THA’s satisfaction, until and unless the CONTRACTOR modifies such work to THA’s satisfaction, or the parties reach some other adjustment.

- 2.3 All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.

3. CONTRACTOR’S ADDITIONAL RESPONSIBILITIES

3.1 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.

3.2 Training and Supervision

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

3.3 Access to Records and Retention of Records

CONTRACTOR shall promptly provide THA or 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 all other matters related to the contract are closed.

3.4 Confidentiality

Except to the extent required by Law, CONTRACTOR agrees not to 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.

3.5 Compliance with Laws

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

4. OWNERSHIP OF WORK PRODUCT

4.1 "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.

4.2 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.

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

5. INDEPENDENT CONTRACTOR STATUS

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 employees and other staff.

The CONTRACTOR, at its expense, shall obtain and keep in force any and all necessary licenses and permits.

6. INDEMNIFICATION, RELEASE, AND INSURANCE

6.1 Indemnification

CONTRACTOR agrees to indemnify THA to the extent set forth in **Appendix B** to this contract.

6.2 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 the contract.

6.3 Consequential Damages Waiver

CONTRACTOR and THA waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Section 7 except THA's termination of CONTRACTOR for cause. Notwithstanding the foregoing, THA is not waiving claims for consequential damages to the extent damages are (1) covered by insurance CONTRACTOR is required to provide under this Agreement; or (2) sought by a third party for which CONTRACTOR has an obligation to indemnify THA.

6.4 Insurance

CONTRACTOR shall keep insurance coverage in full force and effect of the type and to the extent set forth in **Appendix C** to this Agreement.

7. TERMINATION OF CONTRACT

7.1 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 long 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 the 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 possible.

7.2 Termination for Convenience

THA may terminate this contract in whole or in part without cause for its convenience. It may do this by giving 30-day written notice to CONTRACTOR stating the effective date of the termination.

7.3 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, including legal fees and costs, 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 7.2.

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, including legal fees and costs, 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.

8. MISCELLANEOUS PROVISIONS

8.1 Time is of the essence in this contract.

8.2 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 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.

8.3 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.

8.4 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.

8.5 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 it shall not subsequently change such lower tier 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.

8.6 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.

8.7 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.

8.8 Entire Agreement

This contract constitutes the entire agreement between THA and CONTRACTOR. It replaces and supersedes all prior oral or written proposals and agreements. No amendment or modification of this agreement shall have any force or effect whatsoever unless and until the parties agree to it in a signed writing.

APPENDIX A

1. **SCOPE OF WORK; SCHEDULE OF WORK**

[enter here the total scope of work that this contract requires. If you want to use the exact scope the contractor gave you, you may copy and paste into this space.]

2. **PAYMENT FOR WORK**

THA will pay CONTRACTOR as follows within the maximums and other limits set forth in section 2 of this contract:

Activity	Total
[you may use this chart if it is helpful but it is not required if there is an alternate way to indicate when and how the payments for the work will be made]	
TOTAL	

APPENDIX C

{Insert applicable Insurance Requirements for 2021}

[..\TEMPLATES - Insurance Requirements](#)

