



SERVICE CONTRACT FOR NON-TAXABLE PROPERTIES

**(Do Not Use for Professional Services,
Construction, Reconstruction, or Repair)**

For the following Work:

This 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, with respect to the properties identified in Exhibit A 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 doing business as (DBA):
Contractor Address:	Washington Uniform Business Identifier (UBI):
Contractor Contact Name:	Contractor Telephone:
THA Administration: Choose an item.	Contractor E-Mail Address:
THA Contact Name and Title:	THA Telephone:
THA Contact Address: 902 South L Street, Tacoma, WA 98405	THA Contact E-Mail Address:
Contract Number:	Contract Maximum Amount:
Services Start Date:	Services End Date:
CFDA/UEI NUMBER(S) (if applicable):	Is the Contractor a sub-recipient for purposes of this contract? <input type="checkbox"/> Yes <input type="checkbox"/> No
EXHIBITS & ADDENDA. The following Exhibits & Addenda are attached and are incorporated into this Contract by reference: Exhibit A: Special Terms and Conditions Exhibit B: Waiver and Release Forms [Exhibit C: Prevailing Wage Schedule] <input type="checkbox"/> Appendix I - Federal Clauses <input type="checkbox"/> Appendix II - Washington State Required Clauses for PWs	

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. The effective date of this Contract shall be the date of the latest-in-time signature below.

<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 Exhibit A (Special Terms & Conditions) and on the schedule set forth therein (the "Work") and on Page 1 of this Contract. Time is of the essence in this Contract with regard to Contractor's performance of the Work.
- 1.2 The Contractor shall perform or provide the Work diligently, completely, and at professional standards of quality and competence. Contractor represents that it and its subcontractors, consultants, and suppliers, if any, are now, and will be throughout their performance of the Work, properly licensed to perform the Work. Contractor and its subcontractors, consultants, and suppliers of any tier shall perform the Work consistent with the skill and care ordinarily provided by contractors and subcontractors of similar experience, qualification and reputation on work of similar scope, cost and complexity, providing the highest quality of services, in and around the locality.
- 1.3 Contractor is responsible for compliance, and shall ensure compliance by all subcontractors, consultants, and suppliers of any tier, with all applicable laws, bylaws, statutes, ordinances, codes, standards, rules, regulations, approvals, and lawful orders of public authorities governing the performance of the Work.
- 1.4 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 Work performed or provided as required by the Contract and shown on invoices. No payments in advance of or in anticipation of Work to be provided under this Contract shall be made by THA.
- 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 Number 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 shall not be obligated to make any payments to Contractor unless and until Contractor satisfactorily performs the Work and provides a detailed invoice showing the Work performed for which the Contractor seeks payment; fully executed Waiver and Release instruments in the form provided as **Exhibit B**; and such substantiating documentation as THA may require to support the invoiced amount. When these and all other conditions of payment specified in this Contract have been met, THA shall tender payment within thirty (30) days thereafter. If THA, acting fairly and reasonably, determines that the Work is not being performed in accordance with the requirements of this Contract, including in accordance with the schedule, THA may deduct from any payment otherwise due to Contractor a sum that is sufficient to

protect THA from any claims, costs, expenses, and liabilities that THA may suffer or incur as a result, up to the Contract Maximum Amount set forth on Page 1 of this Contract, and may withhold such amounts until such matters have been remedied to THA's reasonable satisfaction.

- 2.4** All payments shall be subject to adjustment for any amounts determined, upon audit or otherwise, to have been improperly invoiced and/or paid to Contractor.

3. CONTRACTOR'S ADDITIONAL RESPONSIBILITIES

3.1 Risk to Children and Vulnerable Adults; Criminal Background Checks

If the Work 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 and civil adjudicative records 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 Contract services.

3.3 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.

3.4 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.

3.5 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.

4. OWNERSHIP OF WORK PRODUCT

- 4.1** Any and all work product, trade secrets, discoveries, improvements, ideas, formulas, specifications, designs, drawings, plans and specifications, data, software, processes or inventions that Contractor creates or develops in performance of the Work (the "Work Product"), whether or not patentable and whether or not reduced to practice, shall promptly be disclosed by Contractor to THA and shall be the sole property of THA, including all intellectual property rights therein and thereto. The Work Product shall be considered "works for hire" as defined by the U.S. Copyright Act of 1976, as amended. The Contractor shall obtain THA's prior written approval for any publication of any Work Product or results of studies and/or services performed pursuant to this Contract. This provision shall not apply to any work product,

trade secrets, discoveries, improvements, ideas, formulas, data, software, processes, or inventions that the Contractor develops independently of the Work and this Contract.

4.2 Notwithstanding the provisions of Section 4.1 above, 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, licenses, and/or permission for the performance, display, recreation, or use of copyrighted materials. Contractor shall indemnify, defend, and hold harmless THA and any of its subsidiary, parent, or affiliate entities and all of their directors, officers, agents and employees, from any claim(s) and/or liability arising from any failure to obtain such releases, licenses, or permission and for other infringements of intellectual property rights of any third party, including without limitation copyright and patent infringement.

5. INDEPENDENT CONTRACTOR STATUS

5.1 Contractor is an independent contractor. 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, at its expense, shall obtain and keep in force all necessary licenses and permits.

5.2 Contractor is responsible for compliance with all applicable labor laws, including prevailing wage or similar requirements, including without limitation those imposed by the U.S. Department of Housing and Urban Development, as applicable.

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

6.1 Indemnification and Hold Harmless

a. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless THA and any of its subsidiary, parent, or affiliate entities and all of their directors, officers, agents and employees (collectively, "Indemnified Parties") from all losses, claims, liabilities, injuries, costs and expenses, that Indemnified Parties (or any one of them) may incur by reason of any injury or damage or loss resulting from or connected with the Work (hereinafter, collectively referred to as "Indemnity Claims" and individually as an "Indemnity Claim"). Contractor's duty to indemnify, defend, and hold harmless any Indemnified Party shall not apply to the extent the losses, claims, liabilities, injuries, costs or expenses result from the sole negligence of that Indemnified Party. In the event of concurrent negligence of Contractor, on the one hand, and any Indemnified Party(ies), on the other hand, Contractor's duty to indemnify, defend, and hold harmless the Indemnified Party(ies) is only to the extent of Contractor's negligence. Contractor's duty to indemnify, defend, and hold THA harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines shall include THA' personnel-related costs, reasonable attorney's fees, court costs, and all related expenses.

b. Contractor's duty to indemnify, defend, and hold the Indemnified Parties harmless from any Indemnity Claim(s) shall include the Indemnified Parties' personnel-related costs as well as other expenses and costs arising from or related to the Indemnity Claim(s), including reasonable attorney's fees, court costs, and all related expenses.

c. With respect to the indemnity obligations set forth herein, Contractor waives its immunity under applicable workers' compensation, benefit, or disability laws, including without limitation the industrial

insurance laws, Title 51 of the Revised Code of Washington. Contractor expressly waives any immunity Contractor might have under such laws, and, by agreeing to enter this Contract, acknowledges that the foregoing waiver has been mutually negotiated by the Parties.

d. Nothing in this Section shall be construed as a modification or limitation on the Contractor's obligation to procure insurance in accordance with this Contract or applicable law, or the scope of said insurance.

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 under this Contract, except to the extent the claims or losses result from THA's sole negligence. In the event of concurrent negligence of Contractor, on the one hand, and THA, on the other hand, Contractor fully and completely waives and releases all claims against THA for any losses or other damage resulting from any accident or occurrence arising from Contractor's negligent performance or failure to perform.

6.3 Waiver of Consequential Damages

In no event shall THA be liable to Contractor for consequential, incidental, punitive, special, exemplary, or indirect damages or expenses, regardless of whether THA was advised of the possibility of the occurrence of such damages and/or such damages otherwise were foreseeable. Contractor waives the right to claim consequential damages arising out of or relating to this Contract, including claims for principal office expenses, including the compensation of personnel stationed there; losses of business and/or reputation; loss of profit; lost reimbursements; lost data; or lost savings. This waiver is applicable, without limitation, to consequential damages due to termination in accordance with Section 8 of this Contract

7. INSURANCE

7.1 Contractor shall maintain, at a minimum, the insurance coverages and policies required in this Section, which shall remain in full force and effect during the entire term of this Contract.

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 THA, its officers, officials, employees, and volunteers 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 THA 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.

e. If the Contractor maintains broader coverage and/or higher limits than the minimums required below, THA requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to THA.

f. Each insurance policy required shall state that coverage shall not be canceled, except with notice to THA.

g. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that THA is an additional insured on insurance required from subcontractors.

7.2 Commercial General Liability (CGL): Choose an item..

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.

7.3 Automobile Liability: Choose an item..

In the event 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 \$1,000,000 per accident.

7.4 Professional Liability: Choose an item..

with minimum limits of \$1,000,000 per occurrence and \$2,000,000 for general aggregate. Contractor shall maintain professional liability insurance during the term of this Contract, including coverage for losses caused by errors or omissions.

7.5 Workers' Compensation: Choose an item..

Worker's compensation insurance as 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, statutes, 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 Contractor provides written verification; that it has no employees)***

7.6 Technology Professional Liability (Errors and Omissions): Choose an item..

Technology professional liability insurance with minimum limits of \$1,000,000 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.

7.7 Sexual Abuse or Molestation (SAM) Liability: Choose an item..

Sexual abuse of molestation liability insurance with the minimum limits of \$1,000,000 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.

7.8 Property insurance: Choose an item..

Property insurance covering all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

7.9 Fire Liability Coverage: Choose an item..

Fire liability insurance with minimum limits of \$200,000 per occurrence.

7.10 Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions:

Choose an item.. Must have a minimum limit of \$1,000,000 per occurrence and \$2,000,000 for general aggregate.

8. TERMINATION OF CONTRACT

8.1 Termination for Cause

In the event Contractor is in breach of any obligation(s) under this Contract, THA shall have the right to terminate Contractor for cause, in which case Contractor shall be liable for any and all damages resulting from such termination. THA may do this by giving written notice of the breach and giving Contractor a reasonable amount of time to cure the breach. This cure period shall be at least ten (10) business days unless urgent circumstances justify a shorter time. Contractor must cure its breach within the cure period. If Contractor fails to cure the breach within the cure period, THA may terminate the Contract by serving a written notice of termination.

8.2 Termination for Convenience

THA may terminate this Contract in whole or in part without cause for its convenience, including but not limited to situations where funding for the Contract is eliminated, reduced, or exhausted. In that event, THA shall give Contractor written notice of the termination as far in advance as reasonably practicable. It may do this by giving thirty (30) days 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.

8.3 Rights Upon Termination

a. Upon Termination for Cause, Contractor is entitled to no further payment from THA until the completion of the Work, 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. If this Contract is adjudged wrongfully terminated for cause, the termination will be treated as a termination for convenience under Section 8.2.

b. Upon termination for convenience in accordance with Section 8.2 above, Contractor may retain all sums of money paid to Contractor through the date of notice of termination, subject to adjustment as provided above; and THA shall pay Contractor in accordance with payment provisions of the Contract for Work performed by Contractor prior to the date of termination for which payments have not been made. If this Contract is terminated without cause, all liability of THA to Contractor shall cease and be extinguished except for THA's obligation to pay Contractor the amounts set forth in this Section.

c. In any termination of this Contract, Contractor is not entitled to claim lost profit or overhead for services not performed. All Work Product will be delivered to THA immediately upon receipt of the five (5) days' written notice of termination.

d. THA's rights and remedies under the Contract and applicable law survive any termination of this Contract.

e. Upon request by THA, Contractor shall assign all subcontracts and supplier agreements related to the Work to THA.

9. DISPUTES

9.1 General. Any claim, dispute, or other matter in question between the Parties arising under, or involving enforcement of, this Contract, shall be resolved in accordance with the following dispute resolution process:

a. Either Party may submit a written request for resolution directly to the other Party within ten (10) days after the Party could reasonably be expected to have knowledge of the issue in dispute. 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) Contractor's name, address, phone number; and
- (4) The Contract number.

The request for dispute resolution must be emailed to the other Party with a copy mailed to the address listed on Page 1 of this Contract. Failure to timely and properly submit this written request shall constitute waiver of any claim or cause of action arising out of the dispute.

b. The other Party shall review the dispute resolution request and issue a written response within thirty (30) days of receiving the written request.

c. The Parties shall endeavor to resolve the dispute by negotiation at the lowest organizational level.

d. Following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Contract shall be referred to mediation. Mediation shall be a condition precedent to arbitration or litigation of the dispute. The parties shall share the mediator's fee and any filing fees equally. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

e. Any claim or dispute not resolved by mediation shall be decided by litigation in a court of competent jurisdiction.

- f. 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 terminate the Contract in accordance with Section 8 above. In such event, Contractor shall forfeit all rights to continued payments from THA under the Contract and remain liable to THA for any damage that THA may suffer as a result of Contractor's acts or failure to act.

9.2 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 in accordance with this Contract.

9.3 Attorney's Fees. Except as otherwise provided in this Contract, in the event of litigation instituted to enforce any term of this Contract, each Party will be responsible to pay its own costs and legal fees.

10. MISCELLANEOUS PROVISIONS

10.1 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 any 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 in accordance with Section 9 above prior to commencing the disputed Work; otherwise, such claim shall be deemed waived, and Contractor shall have no right 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, if any, shall be resolved in accordance with Section 9 above.

10.2 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.

10.3 Lower Tier Contractors

Prior to commencing performance of any obligation herein, Contractor shall list, in writing to THA, all subcontractors and suppliers of any tier that it intends to use for performance of any part of the Work, 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.

10.4 Governing Law and Venue

This Contract shall be governed by, construed, and interpreted in accordance with the laws of the State of Washington. Pierce County shall be the venue of any dispute resolution proceedings in accordance with Section 9 above.

10.5 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.

10.6 Entire Contract

This Contract constitutes the entire Contract and integrated agreement between THA and Contractor. It replaces and supersedes all prior oral or written proposals, negotiations, representations, work orders, and agreements, written or oral. All terms, conditions, provisions, rights, duties, or obligations expressed in other sources, including, but not limited to, proposals, bids, exhibits, and general or special conditions, are superseded except where specifically and expressly incorporated herein. No amendment or modification of this Contract shall have any force or effect whatsoever unless and until the Parties agree in writing.

10.7 The Parties anticipate performance of services under this Contract as agreed in one or more Statements of Work issued under this Contract. 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. 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.

EXHIBIT A

SPECIAL TERMS & CONDITIONS

1. STATEMENT OF WORK

1.1 Contractor shall provide the Work and personnel, and otherwise do all things necessary for the performance of the Work as set out herein:

1.2 Contractor’s Deliverables:

- a. The Contractor will provide a cost proposal for each task needed and must obtain pre-approval in writing from THA staff prior to the beginning of any work.
- b. Services shall be rendered at one (1) or more of the properties in the Location(s) Section below.

1.3 THA shall:

- a. Inform the Contractor of who THA’s representative is to ensure the proper coordination of work.
- b. Provide the Contractor with a copy of all site plans, drawings, or prints, if available.
- c. Provide Contractor with THA protocols and regulations regarding working on THA sites, such as parking, security procedures, emergency contacts, and other appropriate information.
- d. Permit only the Contractor representative to perform the work included in the Statement of Work in this Contract, as the Contractor will only guarantee their work and not the work of others.
- e. Inspect the work performed by the Contractor within seven (7) days of the date the services are performed and notify the Contractor of any reasonable dissatisfaction with the work performed.

1.4 Location(s): Full address and Legal Names (Owners) of property.

NON-TAXABLE		
Property Name	Address	Legal Name (Owner)
902 Admin Building	902 South L Street, Tacoma, WA 98405	Tacoma Housing Authority
Salishan Seven	1724 East 44 th Tacoma, WA 98404	Tacoma Housing Authority
Family Investment Center (FIC)	1724 East 44th Tacoma, WA 98404	Tacoma Housing Authority
Scatter Site	120 East Bismark Street, Tacoma, WA 98404	Tacoma Housing Authority
James Center North	1614 South Mildred Street, Tacoma, WA 98465	Tacoma Housing Authority

2. PAYMENT FOR WORK

2.1 Payment: Contractor shall submit invoices for payment on the following schedule:

Monthly (5 th of the 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:

NON-TAXABLE	Total
	\$
TOTAL CONTRACT MAXIMUM AMOUNT	\$

2.3 Prevailing Wage Provisions:

2.3.1 The provisions this Section 2.3 apply to this Contract if the Work to be performed consists of or includes (a) janitorial or cleaning services to be performed by janitors, waxers, shampooers, and/or window cleaners; or (b) maintenance of any Location(s) listed in Section 1.4 above, or the off-site fabrication of non-standard items for the same.

2.3.2. **Washington State Prevailing Wages.** Pursuant to Chapter 39.12 RCW, no worker, laborer, or mechanic employed in the performance of any part of the Work shall be paid less than the “prevailing rate of wage” (in effect as of the date that bids are due) as determined by the Industrial Statistician of the Department of Labor and Industries. The schedule of the prevailing wage rates for the locality or localities where this Contract will be performed is attached to the executed contract and made a part of the Contract by reference as though fully set forth herein. To the extent that there is any discrepancy between the attached schedule of prevailing wage rates and the applicable published rates, the applicable published rates shall apply at no increase to the Contract Maximum Amount. It is Contractor’s responsibility to ensure that the correct prevailing wage rates be paid. Contractor shall provide its subcontractors with a schedule of the applicable prevailing wage rates. Questions relating to prevailing wage data should be addressed to the Industrial Statistician upon request.

Mailing: Department of Labor and Industries
Address: Prevailing Wage Office
PO Box 44540
Olympia, WA 98504
Telephone: (360) 902-5335
Facsimile: (360) 902-5300

a. As an express condition precedent to processing or approval of an invoice, Contractor and every subcontractor shall provide a Statement of Intent to Pay Prevailing Wages approved by the Industrial Statistician in accordance with RCW 39.12.040. If the Contract Maximum Amount exceeds ten thousand dollars (\$10,000), the Statement of Intent to Pay Prevailing wages must include Contractor’s registration certificate number and the prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020 and the estimated number of workers in each classification. Each Application for Payment shall include a statement that the prevailing wages have been paid in accordance with the Statement or Statements of Intent to Pay Prevailing Wages on file with THA.

b. Upon completion of the Work, Contractor shall submit to THA an Affidavit of Wages Paid as a condition of final payment and release of retainage. In the event of a wage claim and a finding for the claimant by the Department of Labor and Industries, THA shall pay the wages due directly to the claimant. If Contractor did not pay the wages stated in the Affidavit of Wages Paid, Contractor must reimburse THA for all wages paid to the claimant. THA may take action at law to seek reimbursement from Contractor of all wages paid to the claimant and may prohibit Contractor from bidding on any further contracts with THA for a period of up to one year.

c. Pursuant to RCW 39.12.060, in case any dispute arises as to what are the prevailing rates of wages for work of a similar nature, and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the director of the Department of Labor and Industries of the state, and his or her decision therein shall be final and conclusive and binding on all parties involved in the dispute.

d. Contractor shall defend, indemnify and hold the THA harmless for all losses, damages, liability, costs, and expenses, including attorneys' fees, arising from any violation or alleged violation of Chapter 39.12 RCW ("Prevailing Wages on Public Works") or Title 51 RCW ("Industrial Insurance"), including without limitation RCW 51.12.050, by Contractor or any subcontractor or supplier of any tier.

e. Contractor shall comply with all applicable provisions of Chapter 49.28 RCW ("Hours of Labor").

f. Pursuant to Chapter 49.70 RCW, "Worker and Community Right to Know Act," and WAC 296-62-054 et seq., Contractor shall provide THA copies of and have available a workplace survey or material safety data sheets for all "hazardous" chemicals under the control or use of Contractor or any subcontractor of any tier. Contractor shall not be entitled to any additional compensation arising from its failure or alleged failure to comply with this statute or regulation.

g. If this Contract is for over \$1,000,000, Contractor must ensure the submission of the below-listed information concerning off-site, prefabricated, nonstandard, project-specific items produced under the terms of the contract and produced outside Washington. The information must be submitted to the Department of Labor and Industries as required below. The information that must be provided is:

- (1) The estimated cost of the Contract.
- (2) The name of the awarding agency and the title of the Contract.
- (3) The value of the off-site, prefabricated, nonstandard, project-specific items produced outside Washington, including labor and materials; and
- (4) The name, address, and federal employer identification number of the contractor that produced the off-site, prefabricated, nonstandard, project-specific items.

The required information must be submitted as a part of the Affidavit of Wages Paid form filed with the Department of Labor and Industries under RCW 39.12.040. This information is only required to be submitted by the contractor or subcontractor who directly contracted for the off-site, prefabricated, nonstandard, project-specific items produced outside Washington.