

FORM OF CONTRACT

THIS AGREEMENT made this ____ day of _____ in the year 20__ between _____, a corporation organized and existing under the laws of the State of Washington, hereinafter called the “Contractor”, and the **Peninsula Housing Authority hereinafter called “PHA”**.

WITNESSETH, that the Contractor and the PHA for the consideration stated herein mutually agree as follows:

ARTICLE 1. STATEMENT OF WORK **Project Name: Eklund Heights Cladding Repair.** The Contractor shall furnish all labor, material, equipment and services, and perform and complete all work required for the project as noted in the *Exterior Envelope Maintenance & Repair* scoping dated March 2026 produced by Rice Fergus Miller.

ARTICLE 2. THE CONTRACT PRICE

The PHA will pay the Contractor for the performance of the Contract, in the current funds, subject to additions and deductions as provided in the Specifications, the sum of:(\$)
Price written out completely in words Price in numbers

ARTICLE 3. CONTRACT DOCUMENTS

The Contract shall consist of the following component parts:

- A. Form of Contract
- B. Request for Proposal
- C. Scope of Work
- D. Price Proposal
- E. Instructions to Bidders for Contracts
- F. Representations, Certifications, and Other Statements of Bidders
- G. General Conditions
- H. Wage Rate Requirements
- I. Wage Rate Determinations
- J. Form of Bid Bond
- K. Performance & Payment Bond
- L. Insurance Special Conditions
- M. Insurance Exhibit I-A
- N. Non-Collusion Affidavit

This instrument, together with the other documents enumerated in this Article 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, from the Contract. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 3 shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in order of preference of the component part of the Contract which each modifies.

FORM OF CONTRACT

IN WITNESS WHEREOF, the parties hereto have caused This Instrument to be executed as of the day and year first above written.

X _____

By:
Title: Owner
Business Address:

(Street)

(City, State, Zip Code)

X _____
Peninsula Housing Authority

By: Sarah T Martinez
Title: Executive Director
Phone: 360-452-7631ext 101

727 E 8th Street
(Street)

Port Angeles, WA. 98362
(City, State, Zip Code)

(Print or Type the names underneath all signatures)

CERTIFICATIONS

I, _____, Certify that I am the _____ of the corporation named as the Contractor herein, who signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(Signature)

(Printed Name)

Federal I.D. # _____

UBI # _____



Peninsula Housing Authority
Serving Clallam and Jefferson Counties
727 E 8th Street, Port Angeles WA 98362
(360) 452-7631

Request for Proposals (RFP) **Project # EH-2026-01**

Siding Repair – 2341 E 7th Avenue
Port Angeles, WA 98362



Released May 19, 2026

1. Intent of this Request for Proposals, Background, and Bid Requirements

1.1 Intent of Request for Proposals (RFP)

The purpose of this RFP is to solicit competitive proposals from qualified, experienced individual(s) or firm(s) to provide cladding services for the Peninsula Housing Authority (PHA). PHA is requesting proposals for the partial recladding and full repainting of a three-story apartment building located at 2341 E 7th Avenue Port Angeles, WA (“**Project Site**”). The successful Contractor will be expected to provide all tools, transportation, labor, equipment and disposal services necessary to perform the required duties herein.

1.2 Project Background

The PHA constructed Eklund Heights Apartments in 2014-2015. It is a 13-unit, 3-story apartment building with cement fiber siding in several styles and colors. The siding is failing as evidenced by cracking, large gaps at butted ends, sagging, etc. Ensuring the cladding is weather tight and repainted is the priority of this RFP.

1.3 Proposal Requirements

Proposals must be submitted by 2:00pm on June 18, 2026, via email to Annie O’Rourke at aorourke@peninsulapha.org. Any proposal received after that deadline will be deemed non-responsive and will not be considered for evaluation. Only emailed proposals shall be considered.

Proposals must be signed by an official of the company authorized to bind the proposer. The proposed price shall be good for a period of at least sixty (60) days from the submittal due date. PHA reserves the right to refuse any and all bids and to waive any technicalities and formalities. PHA reserves the right to negotiate with all qualified proposers and reserves the right to cancel this solicitation in part or in its entirety if it is in the best interest of PHA to do so.

A **mandatory** Pre-Bid walk-through at the project site will occur on **May 29, 2026, at 10:00 AM**. Attendance is required to submit a proposal.

Those wishing to submit a proposal for the project must provide the documents noted in #6 below.

This solicitation does not commit PHA to award a contract, or to pay for any cost incurred in the preparation of your proposal, or to procure, or contract for any goods or services.

2. Outline of Expectations

- 2.1. Scope of Work. Contractor to perform work detailed in the document entitled *Exterior Envelope Maintenance & Repair Project* provided by Rice Fergus Miller.
- 2.2. Fees. Contractor is responsible for all fees, inspections, certifications and approvals necessary to complete the proposed work as outlined by the standards established by federal, state, and local authorities.

- 2.3. Public Works Project. This is a public works project and is subject to State Prevailing Wages and Certified Payroll through the Department of LNI. It is the contractor's responsibility to verify the current wage rates and trades appropriate for this project. Selected contractor must be approved through the Department of Labor and Industrial Relations as a public works contractor.
 - 2.4. Project Schedule. The selected contractor shall provide a schedule for the proposed work within 2 weeks of the issuance of the Notice to Proceed. The PHA desires the work to be completed by October 1, 2026.
 - 2.5. Dumping Requirements: All construction debris must be taken to a licensed landfill.
 - 2.6. Infrastructure Protection: Protect sidewalk, driveway, parking lot, curbing and landscaping by means acceptable to PHA. Contractor will be liable for any damage to PHA property.
 - 2.7. Safety: Public safety must be considered at all times. The Contractor must take precautions at all times to utilize and store materials and equipment in a way that will prevent injury to citizens. The building will remain occupied during the proposed work. During work and before leaving for the day, Contractor must ensure that proper signs, caution tape, physical barriers or other devices as needed to signal a hazard or restrict public access are in place. In addition, the Contractor must ensure the safety of their workers by adhering to industry best practices, OSHA safety, and LNI Safety as applicable for the activity being performed. The PHA-designated Project Manager reserves the right to temporarily stop work if they see an unsafe practice and to suspend work until the issue is addressed.
 - 2.8. Operating Hours: Work shall be performed weekdays between 8am and 5pm *only*. No work shall be performed on Saturdays or Sundays unless authorized in advance by PHA.
3. **Insurance Requirements** Contractor shall procure and 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 the work hereunder by Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in Contractor's bid. The amount of insurance shall not be less than:
1. Commercial General Liability: \$1,000,000 combined single limit per occurrence and \$2,000,000 general aggregate for bodily injury, personal injury and property damage.
 2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage for owned, non-owned and hired autos.
 3. Workers' Compensation and Employers' Liability: Workers' compensation limits as required by the labor code of the State of Washington and employers' liability with limits of \$1,000,000 per accident

4. **Furnishing of W-9:** Payment under this Agreement is contingent upon Contractor furnishing PHA with a signed and completed W-9 IRS tax form. Contractor shall cooperate with PHA in furnishing any additional information PHA may need to comply with rules and regulations of the Internal Revenue Service.
5. **Evaluation and Award** The contractor selection process will be based on proposed contractor pricing and experience. PHA reserves the right to accept or reject any bid that best serves its convenience and/or is found to be in its best interest. PHA encourages proposals from women-owned and minority-owned businesses. Proposers must be eligible to work on Public Works projects and be in good standing with Washington State LNI and the PHA. Proposers shall not be suspended or disbarred by the State or Federal Government.
6. **Submittals Requirements** Those wishing to submit a proposal for the project must provide, at a minimum, the following items:
 - Proposal shall include a detailed breakout of all associated costs and fees. Note that the PHA is not subject to sales tax.
 - Proof of appropriate professional licensing as required by the State of Washington
 - If applicable, documents showing pre-certification as a woman-owned, minority owned, small, or disadvantaged business
 - Proof of Insurance: General Liability, Workers Comp, Automobile
 - BONDS:
 - **A certified check or bid bond** of not less than five percent [5%] of the amount of the bid is to accompany the bid. The bid bonds of the unsuccessful bidders will be returned within 5 days after the award of the bid.
 - The PHA will also require a **100% full performance and 100% full payment bonds**.
 - RETAINAGE: PHA will withhold retainage from the contractor in the amount of 5% of each payment to the contractor. This money is set aside to fund claims from any person arising under the contract and the state with respect to taxes imposed pursuant to RCW50 (Employment Security - ESD), RCW51 (Industrial Insurance - LNI), and RCW82 (Department of Revenue - DOR) which may be due from such contractors. The release of retainage is dependent upon releases from ESD, LNI and DOR.
 - Completed Non-Collusion Affidavit
 - Completed Representations, Certifications and Other Statements
 - Signed W-9

IF YOU REQUIRE ADDITIONAL INFORMATION:

Questions related to the proposal or regarding the bid process should be directed to Annie O'Rourke at aorourke@peninsulapha.org. Please communicate via email so there is a record of correspondence. All questions received by June 10, 2026 will be answered by June 12, 2026.

Eklund Heights Apartments

2341 E 7th Ave. Port Angeles, WA 98362

Exterior Envelope Maintenance & Repair Project

March 2026



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Introduction

This package has been prepared to help Contractors/Bidders understand the scope of work and existing conditions for an Exterior Envelope Maintenance & Repairs project, being planned by Peninsula Housing Authority (PHA) for their Eklund Heights Apartment Building property, located at 2341 E 7th Ave. in Port Angeles, WA 98362.

We have provided some pictures and commentary about the existing conditions as observed in late 2025, and some background information about the original building, to familiarize document users with the property.

PHA plans to direct and manage this project themselves, working directly with a selected contracting team to confirm the scope of work and execute the construction of the proposed repairs or maintenance needed to refresh the exterior of the building.

Background / Task Overview

Eklund Heights is an approximately 11-year-old, 3-story apartment building in Port Angeles, Washington. (Constructed 2014). Initial construction quality and maintenance practices have resulted in the building currently needing some exterior siding repairs and/or maintenance. Repairs that require attention primarily include the following:

- cracked siding in several spots,
- large gaps between butt ends of siding planks,
- siding that's warped and slipping out of alignment,
- repainting.

The brand of existing fiber cement siding on the building is understood to be CertainTeed. All siding types are cementitious board/panel, including board & batten (1x3 battens appear to be wood), lap siding, and shingle panels. Fascias and trim are wood. PHA is not tied to CertainTeed siding for any replacement work that may occur. PHA's primary concern, whatever product is used, is that the new installation strictly follows the manufacturers recommendations, both to gain the best material performance and to respect the manufacturer's warranty requirements.

PHA seeks to make exterior repairs in a cost-effective manner by focusing the highest efforts on the most critical problems areas, and doing more limited maintenance in other, less problematic locations.

Existing Conditions

Site observations in late 2025 confirm the problem conditions mentioned above. Some flaws appear only intermittently, and to different extents on different sides of the building. Others are more consistent around the entire building.

The following pages contain photos of the existing conditions on the four major sides of the building, marked up with specific comments or observations. We refer to the 4 paint colors on the building as blue, gold, tan, and brown. Conditions noted are sometimes unique to these color-coded areas of siding. Some sides of the building will require more repair or maintenance than others.

South Side (Street Side)



1 Blue-painted areas are very sun-faded and showing damage, needing to be replaced and repainted. These areas and adjacent trim boards also show excessive gaps between some board-ends, some warped board-ends, and some cracked or broken board corners.

2 Gold-painted areas show little sun-fading, but show similar gaps between board-ends, and some board ends with cracked or broken-off corners. Other flaws noted include gaps or pull-aways in exterior caulking, opened joints in wood trim no longer bridged by paint, and staining of the siding caused by adjacent window weephole locations.



West Side



2 Gold-painted areas show little sun-fading, but do show some excessive gaps between board-ends, and warping at board ends. The Gold-painted area on this (W) side should be replaced with new siding.

3 Tan-painted areas show little sun-fading, and as a board-and-batton style siding don't display gaps between board-ends or any apparent warping. These areas should be cleaned and repainted.

4 Brown-painted areas show little sun-fading, and as a shingle-style siding don't display gaps between board-ends or any apparent warping. These areas should be cleaned and repainted.

North Side (Parking Lot Side)



- 1** The Blue area on the N side is in the best condition of any blue area on the building, not in as much need of new paint. Some board-ends show moderately opened joints, but not the extent of warped board-ends or cracked or broken board corners as on the S side.
- 2** **3** **4** Gold, Tan and Brown painted areas on the N also appear in generally good conditions, not in as much need of new paint. Conditions noticed in the (Blue) siding on S facade are not as present on the N side.



Blue area on the N side appears in generally good condition. Board-end gaps generally appear to be of normal size and without warping. Some other conditions noticed in the lapped (Blue) siding area (and seen on other sides of the building as well) include holidays or pull-aways in caulking.

East Side



1 The small Blue area on the E side is in reasonably good condition compared to the S side of the building. Some board-ends show moderately opened joints, but without the extent of warped board-ends or cracked or broken board corners as on the S side.



2 Gold-painted areas on the E side have some minor versions of the typical lap siding problem conditions. Board-end gaps appear reasonable in dimension, and without warping or broken corners.

3 4 Tan and Brown areas appear in generally good condition. Other conditions noticed in the (Blue) lapped siding of other facades are not generally present in these areas.

General Observations Summary

General observations included the following –

1. The North elevation of the building appears in good condition, with no apparent siding repairs needed.
2. The West, East & South elevations appear to need the most attention –cracks, gaps, warps and misalignments being visible in the horizontal lap siding areas.
3. In general, the Blue-painted areas are the locations where most work is needed.
4. Shingle and Board & Batten areas (Tan, Brown) appear in decent condition; No apparent replacement needed.

Repairs and Bidding Strategy

Contractor Bid Scope

1. Pressure-wash all sides of building, including gutters, fascia boards, trim and siding areas.
2. Remove and Re-side entire “blue” siding areas on South side of building, and entire “gold” siding areas on West side of building, with new fiber cement lap siding product. Install per manufacturer’s recommendations. Before re-siding, confirm condition of any underlying layers of building wrap, air-gap spacer strips, and sheathing, and replace to extent necessary.
3. Caulk all replaced siding areas per siding manufacturer’s recommendations for extent, location, product type, outdoor temperature, etc.
4. Provide caulking maintenance in “existing to remain” siding areas, on all sides of building.
5. Re-paint entire building. Note: Blue and Gold existing areas will likely be changed to more muted colors, possibly in green and/or terra cotta color ranges.
6. In areas where existing siding is to remain, address oversized gaps between boards, cracked or broken board corners, or unacceptable levels of warping by replacing single boards with new exposed-nail application.
7. New/replacement lap siding installation should be installed in compliance with selected product manufacturer’s recommendations for end gap size, cut end treatment, caulking, flashing, nailing placement & spacing, and appropriate sealant types and locations.
8. All existing landscaping and site improvements immediately around the building perimeter to be protected from damage.

Existing Building Information

The building's original construction documents indicate that the types of siding used on the building include the following –

1. Board and Batten: Cementitious Panels with 1x3 Battens.
2. Cementitious Lap Siding with 5" Exposure.
3. Cementitious Shingle Panel.
4. Cementitious Lap Siding with 10-3/4" Exposure.
5. Wood Fascia and Trim.

Typical exterior wall construction consists of -

- Siding
- Weather resistive barrier
- Exterior 1/2" plywood sheathing.
- 2x6 structural wall framing with R-21 batt insulation.
- (Some area have furred exterior walls over structural framing).

Floor to Floor Heights are as follows –

- Flr. 1 to 2: 9'-2"
- Flr. 2 to 3: 9'-2"
- Flr. 3 to Roof TOPlate: 8'-2"

Typical Exterior Wall Type

W4 TYPICAL EXTERIOR WALL	EXTERIOR SIDE	<ul style="list-style-type: none"> SIDING OVER WEATHER RESISTIVE BARRIER 1/2" PLYWOOD SHEATHING UNO PER STRUCTURAL 2x6 WOOD STUD FRAMING PER STRUCTURAL R-21 BATT INSULATION 	<p>NOTE: PROVIDE ADDITIONAL GWB LAYER WHERE REQUIRED TO ALIGN WITH INTERIOR WALLS</p>	1 HR RATED FROM INTERIOR ONLY	UL U356
	INTERIOR SIDE	<ul style="list-style-type: none"> 5/8" GWB TYPE "X" APPLY W8D COATED NAILS, 1-7/8" LONG, 0.0915" SHANK, 1/4" HEAD, 7" OC LOAD BEARING @ SIM (1) LAYER 2" DUCT LINER BOARD FROM 3" ABOVE ATTIC FLOOR TO ROOF 			

Alternate Exterior Wall Types – Similar to [Typical] from External Sheathing - Outward

W2 FURRED EXTERIOR WALL	EXTERIOR SIDE	<ul style="list-style-type: none"> SIDING OVER WEATHER RESISTIVE BARRIER 1/2" PLYWOOD SHEATHING UNO PER STRUCTURAL 2x6 WOOD FRAMING PER STRUCTURAL R-10 RIGID INSULATION R-11 BATT INSULATION 2x4 WOOD STUDS @ 24" OC 	<p>NOTE: PROVIDE ADDITIONAL GWB LAYER WHERE REQUIRED TO ALIGN WITH INTERIOR WALLS</p>	1 HR RATED FROM INTERIOR ONLY	UL U356
	INTERIOR SIDE	<ul style="list-style-type: none"> 5/8" GWB (TYPE "X") APPLY W8D COATED NAILS, 1-7/8" LONG, 1/4" HEAD, 7" OC 			
W3 FURRED EXTERIOR WALL	EXTERIOR SIDE	<ul style="list-style-type: none"> SIDING OVER WEATHER RESISTIVE BARRIER 1/2" PLYWOOD SHEATHING UNO PER STRUCTURAL 2x6 WOOD FRAMING PER STRUCTURAL R-21 BATT INSULATION (3-1/2" MIN) 2x6 WOOD STUDS @ 24" OC 	<p>NOTE: PROVIDE ADDITIONAL GWB LAYER WHERE REQUIRED TO ALIGN WITH INTERIOR WALLS</p>	1 HR RATED FROM INTERIOR ONLY	UL U356
	INTERIOR SIDE	<ul style="list-style-type: none"> 5/8" GWB (TYPE "X") APPLY W8D COATED NAILS, 1-7/8" LONG, 1/4" HEAD, 7" OC 			

Products and Materials

Weather Barrier: Where damaged or needing replacement, provide weather barrier to perform as a continuous air/weather barrier, and as a water drainage plane flashed to discharge to the exterior any incidental condensation or water penetration. Membrane shall accommodate movements of building materials by providing expansion and control joints as required, with accessory air seal materials at such locations, changes in substrate and perimeter conditions. Spunbonded polyolefin, non-woven, non-perforated, weather barrier, DuPont™ Tyvek® HomeWrap® and related assembly components, or approved.

Sheet Metal Flashing: Where missing, damaged, or needing replacement, provide prefinished aluminum flashing and trim. A) Concealed Flashings: 0.012" thick, thirty (30) gauge (U.S. Standard). B) Exposed Flashings: 0.015" thick, twenty-eight (28) gauge (U.S. Standard). C) Edge Strips: 0.025" thick, twenty-four (24) gauge (U.S. Standard).

Fiber Cement Siding: Fiber reinforced cement cladding panels. Panels have various profiles, attachment methods, fiber content, textures, colors and finishes. Match existing profiles, textures, patterns as much as possible. James Hardie panel, lap siding, shingle siding and/or trim products with manufacturer's provided system accessories for inside corners, outside corners, and horizontal and vertical butt joints, or approved. Comparable and substituted products will be judged based fire resistance, features, warranty, and qualifications.

Joint Sealers: At flashing, reglets and retainers, exterior wall joints, joints at wall penetrations, and other joints required to be sealed to provide a positive barrier against air and moisture penetration. Provide compatible backing rods and other related components for a complete installation. Install all work of this Section when air temperature is above forty (40) degrees F. and below eighty (80) degrees F., unless manufacturer's written installation procedures permit sealant use outside of this temperature range. Provide primers recommended by the sealant manufacturer for each material to receive sealant. Prime each exterior joint prior to sealing per manufacturer recommendations. Product lines: Dow, PPG, or as approved.

Painting: All labor, materials, equipment, and services necessary to complete the painting and finishing, including, but not limited to, the following:

1. Prime painting unprimed surfaces to be painted under this Section.
2. Painting all items furnished with a prime coat of paint, including touching up of or repairing of abraded, damaged, or rusted prime coats applied by others.
3. Painting all ferrous metal (except stainless steel) exposed to view.
4. Painting all galvanized ferrous metals exposed to view.
5. Painting of wood and siding materials exposed to view.
6. Back painting of all wood in contact with concrete, masonry or other moisture areas.
7. Painting pipes, pipe coverings, conduit, ducts, insulation, hangers, supports and other items exposed to view.
8. Painting surfaces above, behind or below grilles, gratings, diffusers, louvers, lighting fixtures, and the like, which are exposed to view through these items, within the field of new/replaced or repainted exterior siding and trim.
9. Incidental painting and touching up as required to produce proper finish for painted surfaces, including touching up of factory finished items.
10. Painting of any surface not specifically mentioned to be painted, but for which painting is obviously necessary to complete the job, within the field of new/replaced or repainted exterior siding and trim.

Apply paints and coatings only within manufacturer's recommended outdoor temperature ranges. Do not apply paint in snow, rain, fog or mist conditions, or when relative humidity exceeds 85 percent, or to damp or wet surfaces, unless permitted by the paint manufacturer's printed instructions. Painting may be continued during inclement weather only if the areas and surfaces to be painted are enclosed and heated within the temperature limits specified by the paint manufacturer during application and drying periods

Provide painting products for all required painting made by Benjamin Moore, PPG Paint (Glidden Professional), or Sherwin Williams (S-W), or approved. Comply with number of coats and required minimum mil thicknesses as specified herein.

Bidding Instructions / Contractor Responsibilities

1. Provide bid pricing in a format approved by Owner's Representative.
2. Provide all new materials and products.
3. Provide transportation, storage and protection for all materials.
4. Contractor is responsible to coordinate the scheduling, Owner approvals, and work of any subcontractors for the various components of the work.
5. Contractor to conduct a Preconstruction and interim Progress Meetings with Owner's Representative throughout the course of the work.
6. All project communication shall be between Contractor's Representative and Owner's Representative. Any subcontractors or suppliers of the Contractor shall communicate through Contractor's Representative, not directly to Owner.
7. Any changes to or other decisions about scope of work shall be documented in written correspondence (hardcopy or email) between Contractor's Representative and Owner's Representative. Contractor to obtain Owner confirmation in writing before implementation of changes/direction.
8. Submit any product data and/or samples as requested by Owner, to and for approval by Owner's Representative.
9. Provide temporary fencing or other protection at all siding demolition areas and leave in place until all demolition and clean-up activity is complete.
10. Contractor to provide and maintain portable chemical toilet at location approved by Owner, for construction use. Maintain facility in sanitary condition.
11. Provide progress cleaning and disposal of waste materials.
12. Provide secure storage for construction equipment, materials and products on kept on site.
13. Owner will advise of an optional Site-walk and Pre-bid Conference, to be open to all bidders for familiarization with the building and to clarify questions
14. Bidders to provided a proposed project schedule to complete all work; A maximum project duration of 6 weeks is sought by Owner.

Contact Information

Owner:

Owner's Representative:

Tel.:

Email:

Peninsula Housing Authority

Ms. Annie O'Rourke, Director of Acquisition & Development

360-452-7631 Extn. 301

aorourke@peninsulapha.org

Owner's Address:

727 E 8th Street

Port Angeles, WA 98362

Work Site Address:

2341 E 7th Ave.

Port Angeles, WA 98362

Instructions to Bidders for Contracts

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1. Bid Preparation and Submission

(a) Bidders are expected to examine the scope of work, all instructions, and the construction site. Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Peninsula Housing Authority (PHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form, "Representations, Certifications, and Other Statements of Bidders."

(d) All proposals shall be transmitted via email to Annie O'Rourke at aorourke@peninsulapha.org by the date and time noted in the RFP.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the RFP, scope of work, etc., must request it in writing via email to Annie O'Rourke at aorourke@peninsulapha.org by the day noted in the RFP. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders in attendance at the mandatory site walk, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this RFP by signing and returning the amendment. The PHA must receive acknowledgement by the due date. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's requirements.

(c) Amendments will be on file in the offices of the PHA at least 5 days before RFP due date.

4. Responsibility of Prospective Contractor

(a) The PHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA will consider such matters as the bidder's:

(1) Integrity;

(2) Compliance with public policy;

(3) Record of past performance; and

(4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder non-responsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid received after the date and time specified in the RFP will not be considered.

(b) Bids may be withdrawn by written notice via email at any time before the due date of proposals.

6. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from — Peninsula Housing Authority, 727 E 8th St., Port Angeles, WA 98362

(c) All protests shall be resolved in accordance with the PHA's protest policy and procedures, copies of which are maintained at the PHA.

7. Contract Award

(a) The PHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA considering only price and experience as specified in the RFP.

(b) The PHA may reject any and all bids, except other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's written policy and procedures.

(c) The PHA may accept any item or combination of items bid.

8. Bid Guarantee

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Certified checks must be made payable to the order of the PHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned within 5 days after the award.

9. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation in the form of a performance and a payment bond in a penal sum of 100 percent of the contract price.

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds. Use of companies listed in this circular is mandatory.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA may grant based upon reasons determined adequate by the PHA, shall render the bidder ineligible for award. The PHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA may retain the ineligible bidder's bid guarantee.

10. Preconstruction Conference

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA will provide the successful bidder with the date, time, and place of the conference.

Representations, Certifications and Other Statements of Bidders

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

- (1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to
 - (i) those prices,
 - (ii) the intention to submit a bid, or
 - (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

- (1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2)
 - (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

[insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA employee or officer to give consideration or to act regarding a PHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) has, has not employed or retained any person or company to solicit or obtain this contract; and
(2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

(applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

(a) Result in an unfair competitive advantage to the bidder; or,

(b) Impair the bidder's objectivity in performing the contract work.

In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government or the State in which this contract is to be performed; or,

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA requires a minimum acceptance period of 30 calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within

- (1) the acceptance period stated in paragraph (c) above or
- (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) is, is not a women-owned business enterprise. "Women owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) is, is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

Black Americans

Asian Pacific Americans

Hispanic Americans

Asian Indian Americans

Native Americans

Hasidic Jewish Americans

8. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

9. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). **Note:** The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

10. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

- (a) Any facility to be used in the performance of this contract []is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:
- (b) The bidder will immediately notify the PHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,
- (c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

11. Bidder's Signature

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

General Conditions for Construction Contracts

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1. Definitions

- a) **“Contract”** means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders, these General Conditions of the Contract for Construction, the applicable wage rate determinations from the Washington State Department of Labor and Industries, any special conditions included elsewhere in the contract. It includes all formal changes to any of those documents by addendum, change order, or other modification.
- b) **“Contracting Officer”** means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
- c) **“Contractor”** means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
- d) **“Project”** means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
- e) **“PHA”** means the Peninsula Housing Authority organized under applicable state laws which is a party to this contract.
- f) **“Work”** means materials, workmanship, and manufacture and fabrication of components.

2. Contractor’s Responsibility for Work

- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.
- (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least 10% of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.
- (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
- (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor’s fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor’s performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
- (e) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
- (f) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall:
 - (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work;
 - (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer;
 - (3) perform all specified tests; and,
 - (4) deliver the area of work graded, compacted, seeded and mulched.
- (g) The Contractor’s responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Other Contracts

The PHA may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with PHA employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by PHA employees

Construction Requirements

4. Pre-construction Conference and Notice to Proceed

(a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.

(b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice and the PHA receiving an approved Intent to File Prevailing Wages.

5. Site Investigation and Conditions Affecting the Work

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to,

- (1) conditions bearing upon transportation, disposal, handling, and storage of materials;
- (2) the availability of labor, water, electric power, and roads;
- (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;
- (4) the conformation and conditions of the ground; and
- (5) the character of equipment and facilities needed preliminary to and during work performance.

The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.

(b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

6. Differing Site Conditions

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer if:

- (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or
- (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

7. Material and Workmanship

(a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

(b) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

8. Permits and Codes

- (a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. All work installed shall comply with all applicable codes and regulations as amended by any waivers.
- (b) The PHA will secure all the necessary permits for the recladding of the building.

9. Health, Safety, and Accident Prevention

- (a) In performing this contract, the Contractor shall:
 - (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
 - (2) Protect the lives, health, and safety of other persons;
 - (3) Prevent damage to property, materials, supplies, and equipment; and
 - (4) Avoid work interruptions.
- (b) For these purposes, the Contractor shall:
 - (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
 - (2) include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.
- (c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904 and pursuant to Washington State law.
- (d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- (e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Labor, or the Washington State Department of Labor and Industries shall direct as a means of enforcing such provisions.

10. Availability and Use of Utility Services

The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. The Contractor shall carefully conserve any utilities furnished without charge.

11. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

- (a) The Contractor shall preserve and protect all other structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.
- (b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- (c) The Contractor shall protect from damage all existing improvements and utilities
 - (1) at or near the work site and
 - (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.
- (e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.
- (f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work.
- (g) The PHA shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.

(h) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

(i) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

12. Temporary Buildings and Transportation of Materials

(a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

13. Clean Air and Water

The contractor shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which this contract is to be performed.

14. Inspection and Acceptance of Construction

(a) Definitions. As used in this clause -

(1) "Acceptance" means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.

(2) "Inspection" means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.

(3) "Testing" means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) PHA inspections and tests are for the sole benefit of the PHA and do not:

(1) relieve the Contractor of responsibility for providing adequate quality control measures;

(2) relieve the Contractor of responsibility for loss or damage of the material before acceptance;

(3) constitute or imply acceptance; or,

(4) affect the continuing rights of the PHA after acceptance of the completed work under paragraph (j) below.

(d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the contract without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.

(e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the

(f) The PHA may conduct routine inspections of the construction site on a daily basis.

(g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(h) If the Contractor does not promptly replace or correct rejected work, the PHA may

- (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or
- (2) terminate for default the Contractor's right to proceed.

(i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the PHA considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. The PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right under any warranty or guarantee.

15. Warranty of Construction

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of one year from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date that the PHA takes possession.

(b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—

- (1) The Contractor's failure to conform to contract requirements; or
- (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.

(c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

(d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.

(e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:

- (1) Obtain all warranties that would be given in normal commercial practice;
- (2) Require all warranties to be executed in writing, for the benefit of the PHA; and,
- (3) Enforce all warranties for the benefit of the PHA.

(g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

(h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the repair of any damage that results from any defect in PHA furnished material or design.

(i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.

(j) This warranty shall not limit the PHA's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

16. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA’s property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

Administrative Requirements

17. Contract Period

The Contractor shall complete all work required under this contract by October 1, 2026, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

18. Order of Precedence

In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

19. Payments

- (a) The PHA shall pay the Contractor the price as provided in this contract.
- (b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
- (c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to payment funder. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.
- (d) The Contractor shall submit periodic estimates showing the value of the work performed during each period based upon the approved breakdown of the contract price. Such estimates shall be submitted not later than 30 days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer prior to payment.
- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made:

I hereby certify, to the best of my knowledge and belief, that:

- (1) The amounts requested are only for performance in accordance with the terms and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

Name:

Title:

Date:

(f) Except as otherwise provided in State law, the PHA shall retain five (5) percent of the amount of progress payments until completion and acceptance of all work under the contract. Retainage release will occur after releases from the Department of Labor & Industries, Department of Employment Security and the Department of Revenue are received.

(g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments. Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that

- (1) it has acquired title to such material;
- (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer;

- (3) the material is insured to cover its full value; and
- (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.
- (h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as
 - (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or
 - (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.
- (i) The PHA shall make the final payment due the Contractor under this contract after
 - (1) completion and final acceptance of all work; and
 - (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.
- (j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.
- (k) The PHA shall not;
 - (1) determine or adjust any claims for payment or disputes arising thereunder between the Contractor and its subcontractors or material suppliers; or
 - (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bonds furnished under this contract.

20. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally
 - (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or
 - (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.
- (c) When a proposed modification requires the approval of the funder prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

21. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
 - (1) In the method or manner of performance of the work;
 - (2) PHA-furnished facilities, equipment, materials, services, or site; or,
 - (3) Directing the acceleration in the performance of the work.
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating
 - (1) the date, circumstances and source of the order and
 - (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, no proposal for any change under

paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

- (1) receipt of a written change order under paragraph (a) of this clause, or
- (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal.

If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.
- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.

(g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.

(h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.

(i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.

(j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

22. Suspension of Work

(a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the PHA.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted

- (1) by an act of the Contracting Officer in the administration of this contract, or
- (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

(c) A claim under this clause shall not be allowed

- (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and
- (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

23. Disputes

- (a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (e) The Contracting Officer's decision shall be final unless the Contractor
- (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures,
 - (2) refers the appeal to an independent mediator or arbitrator, or
 - (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.
- (f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

24. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.
- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—
- (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
 - (2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the PHA.

25. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of \$500.00 for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.

(b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the PHA in completing the work.

(c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

26. Termination of Convenience

(a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.

(b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail:

(1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor;

(2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier;

(3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore;

(4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and

(5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.

(c) The Contracting Officer will act on the Contractor's claim within _____ days (60 days unless otherwise indicated) of receipt of the Contractor's claim.

(d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

27. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the PHA under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

28. Insurance

(a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor

may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

29. Subcontracts

(a) Definitions. As used in this contract –

(1) "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contractor a subcontract.

(2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

(b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.

(c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

(d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

(e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and the PHA's funding source.

30. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:

(a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

(c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

(d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and

(e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

31. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.

(b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.

(c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.

(e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Labor or Washington State Department of Labor and Industries may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

32. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

33. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the PHA, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the PHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

34. Limitations on Payments made to Influence Certain Federal Financial Transactions

(a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

35. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the PHA harmless from loss on account thereof; except that the PHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

36. Examination and Retention of Contractor's Records

(a) The PHA or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to
 - (1) appeals under the Disputes clause of this contract,
 - (2) litigation or settlement of claims arising from the performance of this contract, or
 - (3) costs and expenses of this contract to which the PHA, the PHA's funder, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

37. Labor Standards - Washington State Public Works Prevailing Wage and Related Acts

The State labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

(a) Minimum Wages.

(1) All laborers and mechanics employed under this contract in the development or construction of the project(s) involved will be paid unconditionally and without subsequent deduction or rebate on any account the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination Washington State Prevailing Wage Laws which are attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determinations and the Washington State Prevailing Wage poster shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. Washington State Department of Labor and Industries Statistician shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

(g) Compliance with Washington State Public Works Prevailing Wage and related Act requirements. All rulings and interpretations of the Washington State Public Works Prevailing Wage and related Acts are herein incorporated by reference in this contract.

(h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Washington State Department of Labor and Industries. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, the Washington State Department of Labor and Industries or the employees or their representatives.

(i) Certification of eligibility.

(1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government or the Washington State Department of Labor and Industries.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract or the Washington State Department of Labor and Industries

(3) The penalty for making false statements is prescribed in Washington State law.

(j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any work week in which the individual is employed on such work to work in excess of

40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such work week.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause.

(3) Withholding for unpaid wages and liquidated damages. PHA or its designee shall upon its own action or upon written request of an authorized representative of Washington State Department of Labor and Industries withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract with the same prime Contractor, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.

(k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as PHA or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

WAGE RATE REQUIREMENTS

- A. The work covered by this contract is subject to the minimum wage requirements of RCW 39.12 and to RCW 49.28 (amended or supplemented). The website for the hourly minimum rates for wages and fringe benefits is <https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>.
- B. The contractor, any subcontractor, and all individuals or firms required by RCW 39.12 and WAC 296-127 to pay minimum prevailing wage, shall not pay any workers less than the minimum hourly wage rates and fringe benefits required by RCW 39.12. Higher wages and benefits may be paid.
- C. If employing labor in a class not listed in the contract documents, the contractor shall request a determination of the correct wage and benefits rate for that class and locality from the industrial statistician, Washington State Department of Labor and Industries (State L&I), and provide a copy of those determinations to the owner.
- D. The contractor shall be responsible for ensuring that any firm (supplier, manufacturer or fabricator) that falls under the provisions of RCW 39.12 because of the definition "Contractor" in WAC 296-010, complies with all the requirements of RCW 39.12.
- E. The contractor shall be responsible for compliance with the requirements of RCW 39.12 by all firms (subcontractors, lower tier subcontractors, suppliers, manufacturers, fabricators) engaged in any part of the work necessary to complete this contract. Therefore, should a violation of these requirements occur by any firms that is providing work or materials for the completion of the contract whether directly or indirectly responsible to the contractor, the owner will take action against the contractor, as provided by the provisions of the contract, to achieve compliance including but not limited to, withholding payment on the contract until compliance is achieved.
- F. In the event the owner has an error (omissions are not errors) in the listing of the hourly minimum rates for wages and fringe benefits in the contract documents, the contractor shall be required to pay the rates as determined to be correct by State L&I. A change order will be prepared to ensure that this occurs. The owner will reimburse the contractor for the actual costs to pay the difference between the correct rates and the rates included in the contract provisions.

State of Washington
Department of Labor & Industries
Prevailing Wage Section - Telephone 360-902-5335
PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 5/19/2026

Clallam County

Trade [^]	Job Classification [◇]	Wage [◇]	Holiday	Overtime	Note	Risk Class
Residential Carpenters	Journey Level	\$51.52	15J	4C		View
Residential Laborers	Journey Level	\$20.00		1		View
Residential Painters	Journey Level	\$28.69	0	1		View

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we the undersigned, _____ as PRINCIPAL, and _____, as SURETY are held and firmly bound unto the Peninsula Housing Authority hereinafter call the PHA, in the penal sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted for accompanying Bid, dated _____, 20_____, for _____.

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after the said opening, and shall within the period specified therefore, or, if no period be specified within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the PHA in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the PHA the difference between the amount specified in said Bid and the amount for which the PHA may procure the required work or supplies or bond, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this _____ day of _____, 20_____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In presences of:

Corporate Principal (Seal)

Business Address

Corporate Principal (Seal)

Business Address

Attest:

FORM OF BID BOND

Corporate Principal

Business Address

By _____ Affix
Corporate Seal

Attest:

Corporate Surety

Business Address

By _____ Affix
Corporate Seal

(Power-of-attorney for person signing for surety company must be attached to bond.)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____

Secretary of the corporation named as Principal in the within bond; that
_____, who signed the said bond on behalf of the
Principal was then _____ of said corporation; that I know his
signature, and his signature thereto is genuine; and that said bond was duly signed, sealed,
and attested to for and in behalf of said corporation by authority of its governing body.

_____ (Corporate Seal)

PERFORMANCE AND PAYMENT BOND

_____]
Contractor

_____]
Bond Numbers

KNOW ALL BY THESE PRESENTS: That we, _____[Contractor], as Principal, and _____[Surety], as Surety, all corporations legally doing business in the State of Washington, are hereby held and firmly bound and obligated unto the **PENINSULA HOUSING AUTHORITY** jointly and severally, as well as each of our heirs, executors and administrators, successors and assigns, firmly by these presents in the full sum of the Contract Price of \$ _____, including any and all adjustments to the Contract Price, for (1) the faithful performance of the Agreement referenced below, and (2) for the payment of all laborers, mechanics, and subcontractors and material suppliers, and all persons who supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work under and related to the Agreement.

WHEREAS, THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT the Principal entered into a certain Agreement with the **PENINSULA HOUSING AUTHORITY** for the **Eklund Heights Cladding Repair**, incorporating herein by this reference all of said Construction Documents of the Agreement, as now and as hereinafter amended and modified.

NOW, THEREFORE, if the Principal shall faithfully perform all provisions of such Agreement and pay all laborers, mechanics, subcontractors, and material suppliers, of every tier, including all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work, then this obligation is void, but is otherwise to remain in full force and effect.

Provided, however, that the conditions of this obligation shall not apply to any money loaned or advanced to the Principal or to any subcontractor or other person in the performance of any such work.

IT IS FURTHER DECLARED AND AGREED that whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety, at the request of the Owner, shall promptly remedy the default in a manner acceptable to the Owner.

SIGNED this ___ day of _____, 20__

Principal: _____
By: _____
Title: _____
Address: _____
City/Zip: _____
Telephone: _____

Principal: _____
By: _____
Title: _____
Address: _____
City/Zip: _____
Telephone: _____

Note: A power of attorney must be provided which appoints the Surety's true and lawful attorney-in-fact to make, execute, seal and deliver this Performance and Payment Bond.

Insurance Special Conditions To the Peninsula Housing Authority Contract of Construction

In order for the Peninsula Housing Authority (PHA) to be adequately protected, the following Special Conditions shall apply to the successful proposal.

Insurance Endorsements:

Prior to the beginning of any work under this contract, an authorized representative of the successful bidder's insurers shall submit Insurance Endorsements naming the PHA as Additional Insured.

If the duties under this contract require Professional Liability Insurance, the Additional Insured requirement of these Special Conditions shall be waived. However, all other provisions herein shall remain in effect.

Insurance offered to indemnify the PHA shall be provided by insurers rated by the A.M. Best Company with a rating of not less than B+.

If the coverages offered are on a claims-made form, the insurer shall provide an extended five-year reporting period to the Additional Insured.

All such insurance shall be primary, and not contributing with any other insurance or self-insured maintained by the PHA notwithstanding any inconsistent provisions in any such policies maintained by the PHA and shall not require contribution by any insurance or self-insurance maintained by the PHA on any basis, pro rata, or otherwise.

The policy to which the Additional Insured endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits or non-renewal except after written notice of not less than thirty (30) days given to the designated PHA official by certified mail, return receipt requested prior to the effective date thereof.

The PHA has provided its Instructions to Bidders, General Conditions and standard insurance endorsements, which contain other insurance clauses, required under this contract. ISO Endorsements or others will also be acceptable provided they contain the same clauses and protection contained in the endorsements provided with these Special Conditions.

**COMMERCIAL LIABILITY
CGL –ENDORSEMENTS**

**2ND REPRINT
APRIL 1994**

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED—OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**Name of Person or Organization: Peninsula Housing Authority
727 E 8th Street
Port Angeles, WA. 98362**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

Modifications to ISO form CB 20 10 10 93:

- 1. The insured scheduled above includes the Insured’s officers, officials, employees and volunteers.**
- 2. This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured’s scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.**
- 3. The insurance afforded by this policy shall not be cancelled or materially changed except after 30 (thirty) days prior written notice by certified mail return receipt requested has been give to the Authority.**

Insurer

Signature-Authorized Representative

Address

ATTACHMENT N
Non-Collusion Affidavit

State of _____)

) ss

County of _____)

_____,
being first duly sworn, deposes and says:

That they are: _____

The party making the foregoing proposal to the Peninsula Housing Authority in Port Angeles, Washington; is genuine and not collusive or sham; that said proposer (offeror) has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder, offeror or person, to put in a sham bid or to refrain from bidding, and he has not in any manner directly or indirectly, sought by agreement or collusion or communication or conference, with any person, to fix the bid price of affiant or any other proposer (offeror), or to fix any overhead, profit or cost element of said bid price, or that of any other proposer (offeror), or to secure any advantage against the Peninsula Housing Authority; U.S. Department of Housing and Urban Development (HUD) or any person(s) interested in the proposed contract; and that all statements in said proposal are true.

NAME (Corporate Seal)

Witness

Subscribed and sworn to me

This _____ day of _____, 20____

My commission expires _____