



## Housing Authority of Grant County

1139 Larson Blvd., Moses Lake, WA 98837 | (509) 762-5541

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# INVITATION FOR BIDS

**Project:** Roof Replacement (WAH-02-26)

**Location:** Wahluke Slope Apartments  
301 Brian Ave S, Mattawa, WA 99349

**Open Date:** 03/24/2026

**Submission Deadline:** 04/30/2026 at 3:00 p.m.

**For submission of proposals and any questions, please contact:**

Ryan Hall, Maintenance Manager

Phone: 509.762.5541 Ext.123 | Cell: 509.431.7773

Email: [rhall@hagc.net](mailto:rhall@hagc.net)



## INDEX TO BID PACKAGE

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Project: Wahluke Roof Replacement 2026 (WAH-02-26)

Bid Package Cover Sheet

Index to Bid Package

Request for Bid

Information to Bidders

Section 3 Assistance to Small and Other Businesses Insert

HAGC General Conditions

State Prevailing wage rates

Notice of Completion (NOC) Retainage Release Info (if bids are over \$35,000.00)

**Roofing Work Performance Standard and Scope of Work- (Must be signed and copy included with Bid)**

**Bid Form- (Must signed and be returned with Bid)**

**Non-collusive affidavit- (Must be signed and returned for all Bids)**

**Owners Authorized Signatures- (Must be signed and returned for all Bids)**

**Subcontractors/Vendors list (Must be signed and returned for all Bids)**

**Certification Regarding Debarment and Suspension. (Must be signed and returned for all Bids)**

**Proof of Insurance-(Must be Submitted with Bid) See HAGC General Conditions Page 7 Part 29.**

Form of Contract- Sample format

Notice to Proceed- Sample format

Contractor's Certificate and Release- Sample format



# Housing Authority of Grant County

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## REQUEST FOR SEALED BIDS

**Date:** March 24, 2026

This Request for Bids (RFB) contains dates and times for the project listed below:

**Project:** Roof Replacement (WAH-02-26)

**Location:** Wahluke Slope Apartments  
301 Brian Ave S, Mattawa, WA 99349  
Buildings: A, C, D, E, F, J, L, and office

**Timeline:** Time for completion is 60 calendar days after notice to proceed is executed.  
Pre-bid Walk through is Tuesday, April 14 at 9:00 AM.  
We will meet at 301 Brian Ave S, Building A

**Bid documents must be received at the Housing Authority office no later than  
3:00 PM on Thursday, April 30, 2026**

**Bid opening will be April 30, 2026, at HAGC office located at 1139 Larson Blvd Moses Lake WA 98837**

Contact: Ryan Hall, Maintenance Manager  
Phone: 509.762.5541 ext. 123  
Cell: 509.431.7773  
Email: rhall@hagc.net

The Housing Authority of Grant County is requesting bids for this project in accordance with the specifications, general conditions, and performance standards outlined in the bid package.

This project is subject to State prevailing wage rates, as stated in the Housing Authority's general conditions, and is included in the complete bid package.

**All documents listed on the *Index to Bid Package* page that are highlighted and marked "must be signed and returned" are required to be submitted with the bid (properly completed). Failure to include all required documents may result in disqualification of the bid.**

**The Housing Authority of Grant County reserves the right to reject any or all bids and to waive any irregularities in any bid or in the bidding process.**



# INFORMATION TO BIDDERS

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Bid Package: Wahluke Slope Roofing

**Project #:** WAH-02-26

**Project Location:** Mattawa, Grant County, WA.

**Project Units:** Building A, C, D, E, F, J, L, and Office Building

**Scope of Work:**

- See attached performance standards and statement of work

**Prevailing wage rates:**

- All Contractors performing “public works” contract are bound by the laws of the State of Washington to pay their employees prevailing wage rates. RCW 39.12.040 governs the way in which this filing is made.

**Minority and Women Businesses/Section 3 Businesses/Small Businesses:**

- HAGC encourages the participation of Minority Owned Business Enterprise (MBE), Women Owned Business Enterprises (WBE), Section 3 Businesses, or other small businesses on its projects. Participation may be through direct activity by a WMBE or Section 3 firm, by sub-contracting, or a business partnership agreement. Small Businesses as defined by the U.S Small Business Administration are also encouraged to participate in HAGC’s contracting activities.

For more information regarding HAGC’s business outreach please refer to the **Assistance to small and other businesses** insert in this bid packet.

**Bid Bond:**

- All bids over \$150,000 **must be accompanied** by a bid bond or certified cashier’s check in the amount of five percent (5%) of the total bid amount. Bids received without the required bid guaranty will be considered non-responsive and will be returned to the bidder.

**Payment/Performance Bond:**

- Bids **over** \$150,000 require submittal of a Performance and Payment Bond in the amount of 100% of the total bid amount, or a 20% cash escrow, or a 25% irrevocable letter of credit naming the Housing Authority of Grant County as the insured within ten days after contract signing.

**Non-Collusive Affidavit:**

- **All** bids require the submittal of a signed non-collusive affidavit that is attached and must be returned with the bid.

**Bid Submittal and Deadline:**

- Pre-Bid Walk through meeting will be held on Monday, April 27, 2026 at 9:00 AM.. Meeting at 301 Brian Ave S, Mattawa, WA 99349.
- Bids must be submitted on the enclosed bid form, with **all attachments signed and dated**, and will be accepted at 1139 Larson Blvd, Moses Lake, WA 98837, Attention Ryan Hall, no later than 3:00 PM, Thursday, May 7, 2026.
- The public sealed bid opening will be directly after the 3:00pm deadline on Thursday, May 7, 2026 at the HAGC office located at 1139 Larson Blvd Moses Lake WA 98837.
- Timeline for completion of this project will be **60 days** from the notice to proceed start date.

**Bidder's Site Investigation and Acknowledgement of Conditions Affecting the Work**

By submitting its bid, the bidder acknowledges and certifies the following:

- Bidder has fully familiarized itself with all terms and conditions of the Bid Documents and is prepared to execute the form of construction contract provided, without any modifications or qualifications thereto, in the event it is determined to be the successful bidder.
- Bidder has taken steps reasonably necessary to ascertain the nature and location of the Project, and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost.
- Bidder has satisfied itself as to the character, quality and quantity of 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 HAGC, as well as from the drawings and specifications made a part of these

**Bid Award:**

- The award of bid shall be made to the most responsible bidder as determined by HAGC; provided, however, that HAGC reserves the right to reject any or all bids and to waive minor irregularities in the bids. In evaluating the most responsible bid, HAGC may consider the following factors, set forth in RCW 43.19.191:
  1. The ability, capacity, and skill of bidder to perform the contract.
  2. The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
  3. Whether bidder can perform the contract within the time specified.
  4. The quality of performance of previous contracts.
  5. The previous and existing compliance by bidder with laws and requirements relating to the contract
  6. Such other information as may be secured having a bearing on the decision to award the contract.
- In addition, in determining the responsibility of the bidder, HAGC reserves the right to:
  1. Find that the bidder is unqualified, and therefore not responsible, if bidder is unable to demonstrate specific prior project experience

2. Reject any bid submitted by a bidder who has been terminated by the HAGC within 3 years of submission of the bid at issue
3. Consider the responsibility of any subcontractors that were listed in the bid form as performing a category of work.

**Payment:**

- Contractor will be paid in full, minus retention, after job is complete and work is accepted by an HAGC representative.

**Vendor Qualifications:**

- Any bidder who has not completed a HAGC Qualified Contractor/Vendor Packet will be required to do so before a bid award will be made.

**Equal Opportunity Employer:**

- The Housing Authority of Grant County is an Equal Opportunity and Affirmative Action Contractor; Small, Women, and Minority owned businesses are encouraged to submit bids. The Housing Authority of Grant County does not discriminate on the basis of race, color, national origin, religion, sex, physical or mental disability or familial status.

### **REQUIRED EFFORTS**

Consistent with Presidential Executive Orders 11625, 12138, 12432, and Section 3 of the HUD Act of 1968, the Authority shall make efforts to ensure that small and minority-owned businesses, women's business enterprises, and individuals or firms located in or owned in substantial part by persons residing in the area of an Authority development are used when possible. Such efforts shall include, but shall not be limited to the following:

- A. Including such firms, when qualified, on solicitation mailing lists;
- B. Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
- E. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;
- F. Including in contracts a clause requiring contractors, to the greatest extent feasible, to provide opportunities for training and employment for lower income residents of the development area and to award subcontracts for work in connection with the project to business concerns which are located in, or owned in substantial part by persons residing in the area of the development, as described in 24 CFR 135; and
- G. Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed in A through F above.

### **DEFINITIONS**

A small business is defined as a business that is independently owned, not dominant in its field of operation, and not an affiliate or subsidiary of a business dominant in its field of operation. The size standards in 13 CFR 121 shall be used, unless the Authority determines that their use is inappropriate.

A minority-owned business is defined as a business which is at least 51% owned by one or more minority group members; or, in the case of a publicly-owned business, one in which at least 51% of its voting stock is owned by one or more minority group members, and whose management and daily business operations are controlled by one or more such individuals. Minority group members include, but are not limited to, Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans and Asian Indian Americans, and Hasidic Jewish Americans.

A women's business enterprise is defined as a business that is at least 51% owned by a woman or women who are U.S. citizens and who also control or operate the business.

A business concern located in the area of the development is defined as an individual or firm located within the relevant Section 3 covered development area, as determined pursuant to 24 CFR 135.15; listed on HUD's registry of eligible business concerns; and meeting the definition of small business above. A business concern owned in substantial part by persons residing in the area of the development is defined as a business concern which is 51% or more owned by persons residing within the Section 3 covered project, owned by persons considered by the U.S. Small Business Administration to be socially or economically disadvantaged, listed on HUD's registry of eligible business concerns, and meeting the definition of small business above.

1. **ENTIRE AGREEMENT:** This document, together with the Notice to Proceed, Form of Contract, Bid package and information, and Scope of Work, including all addenda and subsequently issued change notices, (hereinafter “contract documents”) comprises the entire agreement between the Housing Authority of Grant County herein after called “HAGC” and the Contractor/Vendor/Bidder (hereinafter “Contractor”) and shall be governed by the laws of the State of Washington, County of Grant.
2. **NONDISCRIMINATION AND AFFIRMATIVE ACTION:** Submission of the bid for the work binds the Contractor to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964, as may be amended: In that “No person in the United States shall, on the grounds of race, color, national origin, sex, or age, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.” In addition, “No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” Unless exempted by Presidential Executive Order #11246, as may be amended or replaced and applicable regulations thereunder Contractor shall not discriminate against any employee or applicant for employment.
3. **WORKERS RIGHT TO KNOW:** Recently passed “right to know” legislation required the Department of Labor and Industries to establish a program to make employers and employees more aware of the hazardous substances in their work environment. WAC 296-62-054 requires among other things that all manufacturers/distributors of hazardous substances, including any of the items listed on the contract documents, must include with each delivery completed a Material Safety Data Sheet (MSDS) for each hazardous materials. Additionally, each container of hazardous material must be appropriately labeled with the identity of the hazardous material, appropriate warnings, and name and address of the chemical manufacturer, imported or other responsible party. The Department of Labor and Industries could levy appropriate fines against employers for noncompliance and agencies may withhold payment pending receipt of a legible copy of the MSDS.
4. **GIFTS AND GRATUITIES:** In accordance with R.C.W. 43.19.1937, and 1939, it is unlawful for any person to directly or indirectly offer, give, or accept gifts, gratuities, loans, trips, favors, special discounts, services, or anything of economic value in conjunction with HAGC business practices.
5. **RIGHTS AND REMEDIES:** In the event of any claim for default or breach of contract, no provision in the contract documents shall be construed, expressly or by implication, as a waiver by the HAGC of any existing or future right and/or remedy available by law. Failure of the HAGC to insist upon the strict performance of any term or condition of the contract documents or to exercise or delay the exercise of any right or remedy provided in the contract documents or by law, or the

acceptance of (or payment for) materials, equipment or services, shall not release the Contractor from any responsibilities or obligations imposed by the contract document, or by law, and shall not be deemed a waiver of any right of the HAGC to insist upon the strict performance.

6. **RELEASE AND HOLD HARMLESS:** Contractor hereby releases, and shall indemnify, defend and hold harmless the HAGC, its affiliates, officers, directors, agents, employees, successors and assigns from and against any and all suits claims, demands, suites, actions, legal and administrative proceedings, losses, costs and damages of every kind and description, including any attorney's fees and/or litigation expenses, which may be brought or made against or incurred by the HAGC on account of losses of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, directly or indirectly, by reasons of any act, omission, error, fault, mistake or negligence of the HAGC, Contractor, Contractor's employees, agents, representatives or subcontractors, their employees, agents or representatives in connection with or incidental to the performance of this agreement, or arising out of Worker's compensation claims, Unemployment Compensation claims or Unemployment Disability Compensation claims of employees of Contractor and/or subcontractors or claim under similar such laws or obligations. Contractor also agrees to protect and save harmless the HAGC against all claims, suits or proceedings for patent, trademark, copyright, or franchise infringement arising from the purchase, installation, or use of goods and services ordered, and to assume all expenses and damages arising from such claims, suits or proceedings. Contractor's obligation under this Section to indemnify, defend, and save harmless shall not be eliminated or reduced by any alleged concurrent or sole negligence or act of the HAGC or its agent, directors, employees, or officers.

Contractor shall pay attorney's fees and expenses incurred by the HAGC in establishing and enforcing the HAGC's rights under this paragraph, whether or not suit was instituted.

7. **PERSONAL LIABILITY:** It is agreed by and between the parties hereto that in no event shall any official, officer, director, employee or agent of the HAGC be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement or representation made herein or in any connection with this agreement.
8. **ADVERTISING:** Contractor shall not advertise or publish information concerning the contract documents in any form or media without prior written consent from the Contract Administrator.
9. **SUBCONTRACTS/ASSIGNMENT:** Contractor shall not subcontract or assign its obligations under this contract without prior written consent of the Contract Administrator. The Contractor shall be responsible to ensure that any and all contract document requirements are fulfilled by the assignee. Any consent to assignment by the HAGC shall not release the Contractor, and Contractor shall remain fully liable for performance under the contract documents.
10. **TAXES, FEES, AND LICENSES:** Contractor shall apply, pay for and maintain in current status any and all permits, fees, inspections and licenses which are necessary for contract performance and completion. It is the Contractor's sole responsibility to monitor and determine any changes or the enactment of any subsequent regulations for said fees, assessments, or charges and to

immediately comply with said changes or regulations during the entire term of the agreement between the parties. Depending on the work to be performed under the contract, the HAGC may be exempt from all State, Local, and Federal taxes and agrees to furnish an exemption certificate to Contractor. If applicable.

Contractor shall comply with and give the notices required under all federal, state and local laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the work.

11. **WARRANTIES:**

11.1 **Construction.** In addition to any special warranties provided elsewhere in the contract, Contractor warrants that all work conforms to the requirements of the contract documents, shall be done in a professional manner with the highest degree of quality, and shall be free of any defect in workmanship performed under the contract documents. Notwithstanding anything to the contrary herein, the Contractor warrants work for not less than one (1) year following the issuance of a certificate of occupancy, or final acceptance, whichever is later. All corrections to the work shall be made promptly after written notification of the Contractor.

11.2 **Product** - Contractor warrants that all materials, equipment and/or services provided under the contract documents shall be fit for the purpose(s) for which intended, for merchantability, and shall be of the highest degree of quality and of the most suitable grade to conform to the requirements and specifications herein. Acceptance of any service and inspection incidental thereto by the HAGC, shall not alter or affect the obligations of the Contractor.

11.3 **Price** - Contractor warrants that prices of materials, equipment, and services set forth in the contract documents do not exceed those charged by the Contractor to any other customer purchasing the same goods or services under similar conditions and in like or similar quantities to be provided under the contract documents.

The obligations under this Section shall survive final acceptance. The Contractor shall remedy, promptly and at the Contractor's sole expense, any failure to conform or any defect in construction, product or price as provided herein. The Contractor shall further restore any work damaged in fulfilling the terms and conditions of this clause. Any work performed under this warranty shall run for one year following the date of repair or replacement, unless indicated otherwise in the contract documents.

If the Contractor fails to remedy any failure, defect or damage within a reasonable time after receipt of written notice from the HAGC, the HAGC shall have the right to replace, repair or otherwise remedy the failure, defect or damage at the Contractor's expense. Nothing in this clause shall limit the HAGC's rights under any other provision of the contract documents.

12. **LIENS, CLAIMS AND ENCUMBRANCES:** All materials, equipment or services shall be free of all liens, claims, or encumbrances of any kind and upon request, Contractor shall deliver a formal release of same.

13. **DELIVERY:**

- 13.1 Time - Delivery must be during normal work hours and within time frames, or otherwise agreed upon times as proposed by Contractor herein and subsequently accepted by the HAGC. Failure to comply may subject Contractor to non-delivery assessment charges and/or liquidated damages, as determined by the HAGC in its sole discretion. The HAGC reserves the right to refuse shipment when delivered after normal working hours. Contractor shall verify specific working hours of individual departments of HAGC and so instruct carrier(s) to deliver accordingly. The acceptance of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Contractor.
- 13.2 Terms - Unless otherwise specified, all goods are to be shipped FOB Destination freight prepaid and included. Where specific written authorizations are granted to ship goods FOB shipping point, Contractor agrees to prepay all shipping charges, route as instructed or if instructions are not provided, route by the least expensive common carrier. Each invoice shall contain the original or a copy of the freight bill indicating that the payment for shipping has been made. The HAGC reserves the right to refuse COD shipments.
- 13.3 Location - All deliveries are to be made to the applicable delivery location in accordance with instructions on purchase order or contract documents. When applicable, Contractor shall take necessary actions to safeguard items during inclement weather.
- 13.4 Unauthorized - In no case shall Contractor initiate performance prior to receipt of written or verbal authorization from the HAGC's Contract Administrator. Expenses incurred otherwise shall be borne solely by the Contractor.

14. **INSPECTION AND REJECTION:** Inspection of all materials and equipment upon delivery is for the sole purpose of identification. Such inspection shall not be construed as final acceptance or as acceptance of the materials or equipment if materials or equipment do not conform to contractual requirements. If there are any apparent defects in the materials or equipment at the time of delivery, the HAGC will promptly notify the Contractor thereof. Without limiting any of the rights, the HAGC may require the Contractor to 1) repair or replace, at Contractor's expense, any or all of the damaged goods, 2) refund the price of any or all of the damaged goods, or 3) accept the return of any or all of the damaged goods.

The Contractor shall inspect all previously performed work (whether performed by Contractor or a third party) which Contractor's work may cover, and report any noticeable blemishes, flaws and/or discrepancies in the material or workmanship to the HAGC prior to performing Contractor's work. Any such surface not so reported by the Contractor shall be reworked by the Contractor at the Contractor's sole expense, after repair or replacement of the unacceptable surface.

15. **TITLE AND RISK OF LOSS**: Regardless of FOB point, Contractor agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery and acceptance. Such loss, injury or destruction shall not release Contractor from any obligation hereunder.
16. **PERFORMANCE**: Acceptance by the HAGC of unsatisfactory performance with or without objection or reservation shall not waive the right to claim damage for breach nor constitute a waiver of requirements for satisfactory performance of any obligation remaining to be performed by Contractor.
17. **IDENTIFICATION**: All invoices, packing slips, packages, instruction manuals, correspondence, shipping notices, shipping containers and other written material affecting the contract documents shall be identified by the applicable purchase order number. Packing slips shall be enclosed with each shipment, indicating the contents therein.
18. **INVOICING**: Contractor shall provide an original and two (2) copies of all invoices. Invoices must be submitted no later than the 1<sup>st</sup> and 15<sup>th</sup> of each consecutive month for payments to be made according to paragraph 20, Payments. Invoices received after these dates shall be paid on the next payment cycle. Each invoice shall be submitted as required by the contract documents and shall reference the contract and/or purchase order number. Invoices shall be properly annotated with applicable prompt payment discount(s).
19. **PREVAILING WAGE RATES**: All contractors performing “public works” contracts are bound by the laws of the State of Washington to pay their employees prevailing wage rates. R. C. W. 39.12.040 governs the way in which this filing is made.

**Public works contracts** require the contractor to file the “Intent to Pay Prevailing Wage Rates” immediately **after** bid award and “Affidavit of Wages Paid” at the end of the contract **directly to**:

Department of Labor and Industries  
Prevailing Wage Section  
PO Box 44540  
Olympia, WA 98504-4540  
(360) 902-5331

20. **PAYMENT**: Payment will be made by the HAGC as indicated on the ordering document. Payments are generated and mailed twice monthly on or about the 1<sup>st</sup> and 16<sup>th</sup> of each consecutive month. No such payments shall be released until Contractor has submitted the proper certification regarding Prevailing Wage Rates as listed in subparagraph 19.
21. **RETENTION**: There shall be an amount withheld by the HAGC equal to five percent (5%) of the total amount bid for “public works” contracts for the purpose of assurance of job completion and filing and certification by L & I of “Affidavit of Wages Paid”. Retention shall apply only to contracts exceeding **\$35,000**.

22. **QUALITY STANDARDS:** Product or service specifications herein are intended solely to clearly describe type and quality and not be restrictive. Trade reference specifications describe the type of product thus far found to best meet HAGC functional requirements and provide the most economical use life under agency situations. So as not to misrepresent the requirements herein, brands other than those specified will therefore be considered on the basis of whether at least equal in quality and utility to those specified. Failure to submit with bid complete documentation sufficient to establish products bid as at least equal constitute grounds for rejection of bid. By submitting a bid, Contractor expressly warrants the product bid as at least equal in quality and utility. The HAGC's acceptance of a product bid as an "equal" is conditioned on the HAGC's inspection and testing after receipt. If, in the sole and absolute judgment of the HAGC, the item is determined not to be an equal, the bid may be rejected or the product returned at Contractor's expense and/or the contract documents/purchase order canceled without any liability whatsoever to the HAGC. Any bid containing a brand which is not of equal quality, utility or use specified must be represented as "alternate" and not as an "equal"; failure to do so shall be sufficient reason to consider the bid non-responsive.
23. **DETERMINATION OF RESPONSIBILITY:** During bid evaluation, the HAGC reserves the right to make reasonable inquiry to determine if any bidder is responsive and responsible. Requests of a bidder may include, but not be limited to financial statements, credit ratings, references, record of past performance, on-site inspection of bidder's facility or their subsequent subcontractor's facilities. Failure to timely and promptly respond to said request(s) would be sufficient reason to consider the bid non-responsive.
24. **AWARD FACTORS:** HAGC contracts shall be awarded to the lowest responsible and responsive bidder as determined by HAGC. Award criteria shall include, without limitation, all items as stated in R.C.W. 43.19.1911 and WAC 236-48-093 and the contractual requirements provided herein. HAGC reserves the right to find that the Contractor is not responsible due to the lack of qualifications, inability to demonstrate specific prior project experience, prior work performance for the HAGC, which the HAGC determined was not satisfactory, in the HAGC's sole discretion, the lack of responsibility or qualifications of any subcontractors that were listed in the bid documents as performing a category of the work, together with any additional criteria set forth in the HAGC's bid information materials.
- WAC 236-48-094 allows, and the HAGC may: (1) accept "any portion of the items bid" unless the bid response stipulates "all or nothing"; (2) Reissue an "Information to Bidders" or negotiate as the best interests of the HAGC may require whenever there is reason to believe that prices or terms are not the best obtainable; or (3) Award on an all or none consolidated basis taking into consideration reduction in administrative costs as well as unit bid prices.
- In addition, the HAGC reserves the absolute right to waive any informality in the bids and to accept and/or reject any or all bids, or portions thereof.
25. **MODIFICATION:** No alteration in any of the terms, conditions, or requirements under the contract documents shall be effective unless in a writing signed by the parties.

26. **INDEPENDENT CONTRACTOR.** The parties agree that nothing herein creates any relationship other than that of an independent contractor, and HAGC has no right of control over the employees engaged by Contractor.

27. **ADDITIONS OR DELETIONS:** HAGC reserves the right to add or delete items, or locations. Added items, or locations will be related to those on contract documents and additions or deletions will not represent a significant increase or decrease in size or scope of the contract. Such additions or deletions will be by mutual agreement, will be at prices consistent with the original bid price margins, and will be evidenced by issuance of a written contract change order from the Contract Administrator.

If applicable codes or building department approved plans are more restrictive than the HAGC standards, the more restrictive shall govern. Contractor shall inform in writing, and obtain the advance approval of HAGC for any variation from the plans and specifications of the work under the contract to maintain compliance with code

28. **INSURANCE.** Contractor shall maintain general liability insurance, automobile liability insurance, professional liability insurance and comply with the Washington State Industrial Insurance Act, to cover all of Contractor's activities in connection with the work to be performed under the contract documents. All insurance coverages shall protect against claims for damages for personal and bodily injury or death, as well as claims for property damage, which may arise from operations in connection with the contract documents, whether such operations are by Contractor or any subcontractor. All insurance (except professional liability, errors and omissions, shall be endorsed to include HAGC, its officers, directors, employees and agents as additional named insureds, and all insurance certificates shall evidence this coverage as additional insureds

Coverage limits shall not be less than \$1,000,000 per occurrence and \$1,000,000 aggregate for general liability, bodily injury and property damage, and professional liability each occurrence.

Auto liability \$1,000,000 per accident combined single limit Contractor's insurance coverage shall be primary. Contractor on behalf of itself liability insurance carriers will release and waive any claims and subrogation rights against HAGC.

29. **CONTRACT SUSPENSION:** The HAGC may at any time, for any reason whatsoever, and without cause, suspend the work under the contract or any portion thereof, for a period of not more than sixty (60) calendar days, by written notice to the Contractor. Contractor shall resume performance within fifteen (15) calendar days of written notice from the HAGC.

30. **DAMAGES FOR FAILURE TO ACHIEVE TIMELY COMPLETION.**

30.1 **Liquidated Damages.** Timely performance and completion of the work is essential to HAGC and time limits stated in the contract documents are of the essence. HAGC will incur serious and substantial damages if completion of the work does not occur by the completion date. However, it would be difficult if not impossible to determine the exact amount of such damages. Consequently, liquidated damages of \$500.00 per day will be assessed.

The liquidated damage amounts set forth above will be assessed not as a penalty, but as liquidated damages for delay. This amount is fixed and agreed upon by and between the Contractor and HAGC because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the HAGC would in such event sustain. This amount shall be construed as the actual amount of damages sustained by the HAGC due to delay, and may be retained by the HAGC and deducted from any payments to the Contractor.

Assessment of liquidated damages shall not release Contractor from any further obligations or liabilities pursuant to the contract documents.

If different completion dates are specified in the contract documents for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed.

If the HAGC 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 by the HAGC in completing the work.

31. **TERMINATION:**

31.1 Termination for Convenience - The HAGC may terminate the contract, in whole or in part, at any time and for any reason whatsoever by giving thirty (30) calendar days written notice ("Notice of Termination") to Contractor. Termination charges, when applicable, shall be computed in the following manner: 1) a sum computed and substantiated in accordance with standard accounting practices for those reasonable costs incurred by Contractor prior to the date of termination, and for orderly phase out of performance as required by the HAGC in order to minimize the costs of the termination; and 2) a reasonable profit for such work performed; however, the HAGC shall not be liable to the Contractor for any lost or anticipated profits on the terminated portion of the contract, or claims of unabsorbed or unamortized overhead or other fixed costs. In no event shall the HAGC be liable to pay any sum in excess of the actual price of this contract for the terminated services.

31.2 Termination For Breach - The HAGC shall be entitled, by written or oral notice, to cancel the contract in its entirety or in part, for breach of any of the terms herein, and to have all other rights and remedies against Contractor by reason of Contractor's breach as provided by law or in equity. A breach shall mean any one or more of the following events 1) Contractor fails to perform the services by the date required; 2) failure to perform or comply with any term or agreement in the contract documents; 3) Contractor makes any general assignment for the benefit of creditors; 4) in the HAGC's sole and absolute opinion, Contractor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; 5) Contractor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency to reorganization or relief from debtors; or 6) any receiver, trustee or similar official is appointed for

Contractor or any of the Contractor's property. If it is subsequently found that Contractor was not in breach, the rights and obligations of the parties shall be the same as if a Notice of Termination had been issued pursuant to subparagraph 32.1.

31.3 Termination By Mutual Agreement - The HAGC or the Contractor may terminate this contract in whole or in part, at any time, by mutual agreement with a thirty (30) calendar days written notice from one party to the other.

31.4 Acts Upon Termination.

31.4.1 By Contractor. Unless HAGC directs otherwise, after receipt of a Notice of termination for either cause or convenience, Contractor shall promptly:

- (a) Stop performing work on the date and as specified in the notice of termination.
- (b) Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the work as is not terminated.
- (c) Cancel all orders and subcontracts, upon terms acceptable to HAGC, to the extent that they relate to the performance of work terminated.
- (d) Assign to HAGC all of the rights, titles, and interests of Contractor in all orders and subcontracts;
- (e) Take such action as may be necessary or as directed by HAGC to preserve and protect the work, the work site, and any other property related to the work and work site in the possession of Contractor in which HAGC has an interest; and
- (f) Continue performance only to the extent not terminated.

31.4.2 By HAGC. Upon termination, HAGC may, in its sole and absolute discretion:

- (a) Take possession of the work site and take possession of or use all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor to maintain the orderly progress of, and to finish, the work under the contract documents;
- (b) Accept assignment of subcontracts; and
- (c) Finish the Work by whatever other reasonable method it deems expedient.

32. **FORCE MAJEURE:**

32.1 Definition - Except for payment of sums due, neither party shall be liable to the other or deemed in default under the contract documents of and to the extent that such party's performance is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and could not have been

avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences.

32.2 Notification - If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours of the occurrence. The notification shall include evidence of the force majeure satisfactory to the other party. Such delay shall cease as soon as practicable and written notification of it shall be provided. Independent from the written notice of the force majeure, the Contractor may make a written request for an equitable adjustment to the contract completion date based solely on the force majeure (and no adjustment shall be allowed to the extent the delay is due to any act of the Contractor or subcontractor). Contractor shall make a prompt written request for equitable adjustment, and there shall be no adjustment for any events occurring more than seven (7) days before the Contractor issues a written request for equitable adjustment, which request must include the nature of the impacts of the force majeure to Contractor, and the amount of the adjustment to the completion date requested by Contractor. HAGC may request any additional information it deems necessary to determine whether or not HAGC agrees to an adjustment to the completion date for the work. Pending the HAGC's resolution of the Contractor's request, the Contractor shall proceed with the work, unless the HAGC otherwise directs in writing. The HAGC shall use its best efforts to determine whether or not it will extend the contract completion date within twenty (20) days of the HAGC's receipt of the information it deems necessary to make the determination.

32.3 Rights Reserved - The HAGC reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available sources during the time of force majeure, and Contractor shall have no recourse against the HAGC.

33. **ESTABLISHED BUSINESS:** To be considered responsive, Contractor must, at the time of bid opening, or prior to that time if required by law, be an established business firm with all required licenses, bonding, facilities, equipment and trained personnel necessary to perform the work as specified in the bid solicitation in full force, effect, and good standing as determined in the HAGC's sole discretion. The HAGC reserves the right to require proof of said requirements within ten (10) calendar days from the date of request.

34. **OWNERSHIP OF PLANS AND CONFIDENTIALITY.** All plans, blueprints and construction related documents are confidential and are the property of the HAGC and shall not be reproduced, divulged or otherwise imparted to a third party without advance written consent of the HAGC.

35. **GENERAL CONTRACTOR PERFORMANCE STANDARDS.** In performing the contract, the Contractor shall:

35.1 supervise and direct the work, using its best skill and attention. Contractor shall be solely responsible for supervision of each and every provider or sub-contractor performing work under the contract.

- 35.2 Ensure compliance with this contract and be responsible to HAGC for acts and omissions of Contractor, subcontractors, and their employees and agents.
- 35.3 be responsible for initiating, maintaining, and supervising all training programs and safety precautions and programs in connection with the performance of the work.
- 35.4 shall timely perform all work, inspections and subsequent compliance under the contract.
- 35.5 Shall promptly correct work found by the HAGC not to conform to the requirements of the contract documents, whether observed before or after substantial completion, and Contractor shall bear all costs of correcting such nonconforming work, including.
- 35.6 Shall provide the HAGC access to the work in progress, wherever located.

36. **WORK SITE CONDITIONS AND RULES.**

The Contractor shall ensure that Contractor and each subcontractor shall adhere to the following conditions and rules as to each site where work is performed under the contract documents. If the Contractor fails to comply with any of the following, the HAGC may do so at the Contractor's sole expense.

- 36.1 The work site shall be kept free from accumulations of trash (including personal trash) and waste materials, at all times.
- 36.2 Storage and scrap shall be placed in an approved location on a daily basis.
- 36.3 Nothing shall be left on a finished surface which has the potential to damage it.
- 36.4 Anyone working in a house after insulation has been installed, shall be responsible for heat and/or lock-up. Heat shall be set no higher than 65 degrees during the day and 55 degrees during the night. Doors, windows and access panels shall be kept closed to conserve energy.
- 36.5 Existing improvements, structures, landscaping and vegetation at or impacted by the work site shall be protected from damage, and Contractor shall repair any damage resulting from failure to comply with this provision.
- 36.6 All trash, tools, scaffolding, equipment and materials must be removed from the work site by the Contractor prior to the HAGC's issuance of payment.
- 36.7 Smoking is prohibited within structures or residences at all times.
- 36.8 No access panels shall be left open and unattended.
- 36.9 Foul language and profanity are absolutely prohibited on the job site.
- 36.10 Liquor and use of controlled substances are prohibited.
- 36.11 Portable toilets shall be used; and use of the residential bathrooms, or any portion of a residence for non-work use, is prohibited.

- 36.12 All vehicles shall be parked on the street; not on driveways or off the road, unless expressly approved by the HAGC.
- 36.13 Radios shall be played at a low volume. If normal conversation is not possible, the volume is excessive. The HAGC reserves the right to ban radio usage from any job site, in its sole discretion.

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.

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Apprentice Level Prevailing Wage Rates for Grant County and Roofers Trade for the  
 Effective Date: 3/24/2026

## Grant County Roofers

Step 	Starting Hours 	Ending Hours 	Occupation 	Wage 	Holiday	Overtime	Note
1	1	700	Roofer/Eastern WA	\$34.32	<b>5I</b>	<b>1R</b>	
2	701	1400	Roofer/Eastern WA	\$37.90	<b>5I</b>	<b>1R</b>	
3	1401	2100	Roofer/Eastern WA	\$41.47	<b>5I</b>	<b>1R</b>	
4	2101	2800	Roofer/Eastern WA	\$43.26	<b>5I</b>	<b>1R</b>	
5	2801	3500	Roofer/Eastern WA	\$45.05	<b>5I</b>	<b>1R</b>	
6	3501	4200	Roofer/Eastern WA	\$46.83	<b>5I</b>	<b>1R</b>	

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.

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Journey Level Prevailing Wage Rates for the Effective Date: 3/24/2026

## Grant County

Trade ^	Job Classification ^	Wage ^	Holiday	Overtime	Note	Risk Class
Roofers	Journey Level	\$50.06	<b>5I</b>	<b>1R</b>		<b>View</b>
Roofers	Using Irritable Bituminous Materials	\$52.06	<b>5I</b>	<b>1R</b>		<b>View</b>

## NOTICE OF COMPLETION (NOC) INFORMATION

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### Retainage Release

Since 2009, for public work projects costing \$35,000 or more, the law has required public agencies to withhold 5% of the contract amount until it is demonstrated that all the contractors on the project have paid the appropriate prevailing wages and state taxes, including workers' compensation and unemployment insurance premiums. The state Department of Revenue (DOR), Employment Security Department (ESD), and L&I all approve release of the retainage separately.

The Contract Release Unit with L&I reviews these contracts to ensure all contractors on the project have paid the appropriate premiums for worker's compensation. Once the project is final, the public agency involved must file a *Notice of Completion (NOC)* with L&I, DOR, and ESD for all projects costing \$35,000 or more, less taxes.

We use the *Affidavit of Wages Paid* submitted by the contractors as a tool to verify the type of work performed and how many hours were worked on the project. We work with the contractors to resolve any issues as quickly as possible. Once all contractors are cleared, we then issue our *Certificate of Release* to the public entity as well as the general contractor for the contract to release our hold on the retainage. (For more information, see [Background](#).)

### Program changes effective April 1, 2013

If all of the affidavits are not listed on the *NOC*, the *NOC* will be returned to the public agency.

Previously, if L&I received a *NOC* and could not find an *Affidavit of Wages Paid* on file for all contractors, L&I would attempt to reach the contractors and remind them to file. This time-consuming effort caused significant delays for other customers.

In an effort to speed the process, L&I will change its practice on April 1, 2013, and return any *NOC* that does not list all corresponding affidavit numbers for the project. L&I will notify the public agency and provide information as to what the problem is, how to resubmit the *NOC*, and request they inform the general contractor of the issue.

**Download the latest version of the Notice of Completion (F215-038-000).**

### Questions?

Please review our list of [Frequently Asked Questions](#). If you still have questions, please contact L&I directly:

- Phone: **1-855-545-8163**.
- Email: [ContractRelease@Lni.wa.gov](mailto:ContractRelease@Lni.wa.gov).



# Housing Authority of Grant County

1139 Larson Blvd., Moses Lake, WA 98837 | (509) 762-5541

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## ROOFING PERFORMANCE STANDARD AND SCOPE OF WORK

Project: Wahluke Slope, Mattawa WA

Date: 3/24/26

### TEAROFF

- To supply all labor and tools related to roofing tear off and replacement.
- To supply all labor, fasteners, materials required to repair or replace plywood roof decking if needed per manufacture's specifications.
- Complete tear off of all shingles.

### ROOFING

- To supply all labor, tools and materials related to roofing.
- To supply all fasteners, mastic (roof cement) required to install roofing per manufacturer's specifications.
- Nails for shingles shall be 1 ¼" for shingles and 2" on ridge cap
- Self-Adhering Ice and Water Shield installed on all eaves and up the rake of each roof
- Ice and Water Shield must be ran up each valley with shingles in valley woven together. No Metal Flashing in Valleys.
- 30 lb. roof felt covering the field of each roof.
- Nail pattern shall be a minimum of 6 nails per shingle
- Replace all existing drip edge.
- Materials to be loaded on roof and placed in such a manner so they will not slide off roof.
- Replace any bad plywood and make sure all decking is nailed to UBC code. HAGC to approve replacement.
- Re-nail the existing Roof decking with appropriate nails to properly fasten.
- Clean lines throughout and shingles to lay smooth with surface of sheeting.
- Replace all vents and vent pipe jacks.
- Continuous ridge venting shall not be permitted.
- You must install RVO 38 vents in such a way that a vent is placed into the bay that the bath and kitchen fans are located.
- Any bellies or low areas need to be leveled out as best as possible

### VENTILATION

- Install metal RVO 38 venting for proper ventilation according to building codes. Install the vents on the back side of the units.
- RVO 38 ridge vent cans must be installed per current building codes, not less than one square foot of attic ventilation per 150 square feet of attic floor space in all units

- Install metal RVO 38's and make sure Soffit venting is adequate for proper ventilation as identified according to building codes. Install the vents on the back side of the units.
- You must install RVO 38 vents in such a way that a vent is placed into the bay that the bath and kitchen fans are located.

### SOFFIT & FACIA

- Renail or reattach any soffit or fascia that is loose or falling off

### SPECIFIC MATERIALS

- D-style metal, 30 lb. felt & self-adhering ice shield. Vent pipe jacks must be metal.
- Pabco Premier 30 year roofing or better, Architectural style (not 3 tab) wind rating of 110 mph or better Color: Weather White
- RVO 38 must be **metal**.

### OTHER CONSIDERATIONS

- Contractor shall complete work in an efficient and discreet fashion being mindful of the site setting and use. Barriers and signage shall be placed as appropriate to restrict access to work areas and be typical of "Construction Area" type settings.
- Contractor shall be responsible for weatherproofing the roofing area to prevent moisture intrusion into exposed or underlying building areas.
- Work Hours will be Monday thru Friday starting at 7:00am to 5:30pm unless other arrangements have been made with HAGC.

### CONTRACTOR GENERAL REQUIREMENTS

- Have a license to do business in Washington state.
- Can not appear on any state or federal debarment lists.
- Must be Current with payments to the IRS and the Washington State Department of Labor and Industries, Revenue, and Employment Security.

### INSPECTION SCHEDULES

- Final Inspection: inspection of shingles, drip edge, and ventilation for final acceptance.

### CONTRACTOR RESPONSIBILITY

- **Meet the insurance requirements and provide proof of HA as additional insured.**
- Obtain a business license for the Municipality working in if Municipality requires it.
- Obtain Permits and Provide copies
- Meet Building Codes
- Removal of all materials and clean up daily
- Verify measurements and quantity
- Provide all Manufactures Warranties and ensure the forms have been completed in the Owner's name and registered with the manufacture.
- If Manufacture denies a warranty due to improper installation from contractor it is contractor responsibility to repair or replace damaged material.
- Minimum One (1) year Contractor Warranty on Materials
- Minimum One (1) year Contractor Labor Warranty to correct defective work
- **Contractor is responsible for any "Use Tax" on material provided by or for the HAGC**

DAILY LOGS (WORK IN PROGRESS SUBMITTALS)

For each shift the contractor is working on the project, a daily work log (supervisors report) shall be completed. Each log shall document at least the following information.

- a. Workers name
- b. Workers/visitors entry/exit logs for project
- c. Power and water usage log if applicable
- d. Labor hours and details of job tasks for each worker
- e. Respiratory protection use by each worker if applicable
- f. Problems or delays
- g. Project progress

CONTRACTOR RESPONSIBILITY FOR SUB-CONTRACTORS

- All Sub-Contractors must complete the Contractor/Vendor List and be approved by HAGC prior to work commencing.
- Must provide a copy of Contract Agreements with Sub Contractor(s) to ensure that all requirements of the contract are included and acknowledged.
- All Sub-Contractors will be required to submit all the same paperwork as the General. i.e.: employee list, certified payrolls, daily logs, signed scope of works.

The Contractor agrees to abide by the “General Conditions” and the “Contractor’s Form of Contract” of which this document becomes a part.

I hereby agree to all conditions set forth herein.

CONTRACTOR: \_\_\_\_\_

X \_\_\_\_\_

Name: \_\_\_\_\_ Title \_\_\_\_\_

Date: \_\_\_\_\_



# BID FORM

Project No.: WAH-02-26

Date Submitted: \_\_\_\_\_

Location: Mattawa, Grant County, WA.

Addendum Received: \_\_\_\_\_

**BIDDER INFORMATION:**

Contact Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**FORMAL BID:**

Description: 8 Roofs (7 duplex's and 1 office)

Timeframe: 60 days (total calendar days required for completion)

**TOTAL BID AMOUNT** \$

Describe Options or Items Included not specifically requested:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

The Housing Authority of Grant County reserves the right to reject any or all bids, portions or parts thereof and to waive all minor irregularities in bidding.

Special attention will be directed to the qualifications of bidders when considering awarding a contract.

**If the Contractor intends to subcontract any portion of the work, a subcontractors list must be provided with this document.** All subcontractors must possess an appropriate license issued by the State of Washington and meet bonding requirements.



# Housing Authority of Grant County

1139 Larson Blvd., Moses Lake, WA 98837 | (509) 762-5541

## NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/SUBCONTRACTOR

State of WASHINGTON

County of GRANT

City of \_\_\_\_\_

\_\_\_\_\_, being the first duly sworn, deposes and says that:

1. He/she is \_\_\_\_\_ of \_\_\_\_\_,  
(Owner, partner, etc.) (Company)

the Bidder that has submitted the attached Bid.

2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix price or prices in the attached Bid or of any other Bidder, or to fix overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement and advantage against the Housing Authority of Grant County, or the owner of the property interested in the proposed contract;

5. No member of the Housing Authority of Grant County Board of Commissioners, or other Officers of the Housing Authority of Grant County, or any person in the employ of the Housing Authority of Grant County is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof; and,

6. The price of prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest including this affiant;

7. I have read and understand the attached documents entitled " Information to Bidders and the Contractor/Vendor application", and affirm that the Bidder meets the Eligibility Requirements and agree(s) to comply with the terms and conditions contained as the date hereof;

8. I am/The Bidder is not indebted to the Housing Authority of Grant County in any form or manner.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Witness: \_\_\_\_\_



# OWNERS AUTHORIZED SIGNATURES

Date: \_\_\_\_\_

Job Name/Project #: \_\_\_\_\_

Name of Contractor: \_\_\_\_\_

- In order to accept bids, award Contracts and process progress payments, it will be necessary for you to list the Officers of your Company.

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____

- We also need a list of the person(s) authorized to Sign and administer your Bid and/or Contract documents. Any and all acts carried out by the named person(s) on the Companies behalf shall have the same effect as acts of any Officer of the Company.

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____

- Officer(s)/ Owners: I certify that I am an Officer for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution and that these individuals are authorized to act on my behalf for the Company.

Authorized Signature	Name/Title
_____	_____
_____	_____
_____	_____
_____	_____



# SUBCONTRACTOR / VENDER LIST

---

Date: \_\_\_\_\_

Job Name/Project #: \_\_\_\_\_

Name of Contractor: \_\_\_\_\_

The above named General Contractor represents that the following Subcontractor(s) or Vendor(s) will provide labor and/or supplies for the project above. If a new Subcontractor is used, the General Contractor must inform the Owner (HAGC) and have them approved before the work is to be completed.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

---

Authorized Signature

---

Name/ Title

Contractor will be required to certify full payment to Subcontractors, Vendors, and Employees for materials and labor performed in connection with this project and or provide lien releases from the Subcontractors and Suppliers.

# Certification Regarding Debarment and Suspension

## Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

**Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Certification (B)**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant		Date
Signature of Authorized Certifying Official	Title	

**FORM OF CONTRACT**

THIS AGREEMENT MADE THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between  
(Day) (Month) (Year)  
\_\_\_\_\_ a Corporation, Partnership or Proprietorship existing under the laws of the State of Washington hereinafter called the "Contractor," and the Housing Authority of Grant County, hereinafter called the "HAGC."

WITNESSED, that the Contractor and the HAGC for the consideration stated herein, mutually agrees as follows:

ARTICLE I. Statement of Work: The Contractor shall furnish all labor, material, equipment and services, and perform and complete all work required for XXXXXXXXXXXXX as per the scope of work.

Project No. XX-XX-XX in strict accordance with "Performance Standards", "General Conditions of Contract" and all Bid Documents for the HAGC.

ARTICLE II. The Contract Price: The HAGC shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the specifications, and listed on above named bid document, the sum of xx Thousand xx Hundred xx Dollars and xx/100 (\$x,xxx.xx)

ARTICLE III. Time of Completion: The Contractor shall commence work after the HAGC's issuance of the NOTICE TO PROCEED, and complete all work within the time set forth in the contract documents. The Contractor agrees that time is of the essence in the completion of the work.

ARTICLE IV. Contract Documents: The contract shall consist of the following components:

- This Form of Contract
- Bid Package and information
- Bid Form
- Performance Standards and Scope of work
- General Conditions
- Notice to Proceed

This instrument, together with the other documents enumerated in this ARTICLE IV, shall constitute the "contract documents". In the event that any provision in any component of this instrument conflicts with any provision of any other component, the provision of the component first enumerated in this ARTICLE IV shall govern, except as otherwise specially stated. The various provisions in addenda shall be construed in the order of the preference of the component of the contract documents which each modifies.

ARTICLE V. Assurance of Compliance with Employment/Contracting Requirements: The Contractor shall comply with the applicable state laws, administrative code provisions and regulations, together with all federal Executive Orders, the Code of Federal Regulations and all federal Acts pertaining to employment and contracting in compliance with federal and state law, and as further outlined in the contract documents.

ARTICLE VI. Prevailing Wage Rate Compliance: By signing below contractor hereby agrees and acknowledges receipt of current prevailing wage rates and will comply with current prevailing wage rates as stipulated in R.C.W. 39.04.010, and the State Prevailing Residential Wage Rates for Grant County effective 3/10/14.

ARTICLE VII. Documentation Retention Compliance: The Contractor shall retain all records pertaining to this contract for a period of three (3) years after final payment and all other matters pertaining to the contract are closed. The HAGC and its duly authorized representatives and assigns shall have access to and the right to examine, transcribe and photocopy such records upon five (5) days written notice to Contractor.

ARTICLE VIII. Release and Hold Harmless: Contractor hereby releases, and shall indemnify, defend and hold harmless the HAGC, its affiliates, officers, directors, agents, employees, successors and assigns from and against any and all suits claims, demands, suites, actions, legal and administrative proceedings, losses, costs and damages of every kind and description, including any attorney's fees and/or litigation expenses, which may be brought or made against or incurred by the HAGC on account of losses of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, directly or indirectly, by reasons of any act, omission, error, fault, mistake or negligence of the HAGC, Contractor, Contractor's employees, agents, representatives or subcontractors, their employees, agents or representatives in connection with or incidental to the performance of this agreement, or arising out of Worker's compensation claims, Unemployment Compensation claims or Unemployment Disability Compensation claims of employees of Contractor and/or subcontractors or claim under similar such laws or obligations. Contractor also agrees to protect and save harmless the HAGC against all claims, suits or proceeding for patent, trademark, copyright, or franchise infringement arising from the purchase, installation, or use of goods and services ordered, and to assume all expenses and damages arising from such claims, suits or proceedings. Contractor's obligation under this Section to indemnify, defend, and save harmless shall not be eliminated or reduced by any alleged concurrent or sole negligence or act of the HAGC or its agent, directors, employees, or officers.

Contractor shall pay attorney's fees and expenses incurred by the HAGC in establishing and enforcing the HAGC's rights under this paragraph, whether or not suit was instituted.

ARTICLE VIV. Waiver of Industrial Insurance Law: Contractor expressly waives its immunity under Washington's industrial insurance law, Title 51 RCW. This waiver was specifically and mutually negotiated by the parties, as evidenced by the initials in the right margin.

\_\_\_\_\_ initials here

The Housing Authority of Grant County

By: \_\_\_\_\_

Title: Executive Director

IN WITNESS WHEREOF, the party has executed this Instrument in 1 original counterparts and \_\_\_\_\_ (No. of original copies) the day and year first above written.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Notary)

My commission expires \_\_\_\_\_

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Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

IN WITNESS WHEREOF, the party has executed this Instrument in 1 original counterparts and \_\_\_\_\_ (No. of original copies) the day and year first above written.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Notary)

My commission expires \_\_\_\_\_

# NOTICE TO PROCEED

(Contract # \_\_\_\_\_)

(Contractor)

(Project Location)

Housing Authority of Grant County  
1139 Larson Blvd  
Moses Lake, WA 98837  
(Owner)

Contract No. XX-XX-XX, you are hereby notified to commence work XXX,XX XXXX.

The time for completion set forth in the contract is XX calendar days from the date of the Notice to Proceed. You are informed that Ryan Hall, Contract Administrator, is duly authorized to administer this contract for, and in the name of, The Housing Authority of Grant County.

Be advised liquidated damages of \$500 per day will be assessed if the project is not fully completed by XXXX, XX XXX. Inclement weather delays are not afforded to the contractor in the contract, general conditions, notice to proceed or any other contract documents.

Please acknowledge receipt of this Notice by signing and dating.

Return to the Housing Authority no later than XXX,XX XXXX.

Carol Anderson

Contract Officer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

ACCEPTED:

Contractor Printed Name: \_\_\_\_\_

Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

CONTRACT # XXX-XX-XX

### CONTRACTOR'S CERTIFICATE AND RELEASE

FROM : \_\_\_\_\_  
(Name of Contractor)

TO: The Housing Authority of Grant County

CONTRACT NO. XXX-XX-XX ENTERED INTO THE XX DAY OF (Month), 20XX BETWEEN the Housing Authority of Grant County, HEREIN AFTER CALLED THE HAGC, AND (Name of Contractor) FOR THE (Work Outlined in the Scope of Work).

NAME OF PROJECT \_\_\_\_\_ PROJECT NO: \_\_\_\_\_

LOCATED IN: \_\_\_\_\_  
(City and State)

**KNOW ALL PERSONS BY THESE PRESENTS:**

1. The undersigned hereby certifies that there is due and payable under the contract, duly approved Change Orders and modifications, the undisputed balance of ZERO.
2. The undersigned further certifies that in addition to the amount set forth in paragraph 1 hereof there are outstanding and unsettled the following items which are claimed to be just, due, and owing by the HAGC to the Contractor:
  - (a) \$ X, XXX. XX Retention total
  - (b) \_\_\_\_\_
  - (c) \_\_\_\_\_

(Itemize claims and amounts claimed. If none, so state)
3. The undersigned further certifies that all work required under this contract including work required under Change Orders numbered 0 has been performed in accordance with the terms thereof, and that there are no claims of laborers or mechanics for unpaid wages arising out of the performance of this contract, and that the wage rates paid by the Contractor and all Sub-contractors were in conformity with the contract provisions relating to said wage rates.
4. Except for the amounts stated in paragraphs 1 and 2 hereof the undersigned has received from the HAGC all sums of money payable to the undersigned under or pursuant to the aforementioned contract or any change or modification thereof.

5. That in consideration of the payment of the amount stated in paragraph 1 hereof the undersigned does hereby release the HAGC from any and all claims arising under or by virtue of this contract, except the amount listed in paragraph 2 hereof; provided, however, that if for any reason the HAGC does not pay in full the amount stated in paragraph 1 hereof, said deduction shall not affect the validity of the release, but the amount so deducted shall be automatically included under paragraph 2 as an amount which the Contractor has not released but will release upon payment thereof. The Contractor further certifies that upon payment of the amounts listed in paragraph 2 hereof, and any amount which may be deducted from paragraph 1 hereof, the Contractor will release the HAGC from any and all claims of any nature whatsoever arising out of said contract or modification thereof, and will execute such further releases or assurances as the HAGC may request. Contractor certifies full payment to vendors and employees for materials and labor performed in connection with this project.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Contracting Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Notary)

My commission expires \_\_\_\_\_

APPROVALS

(Signatures authorize HAGC to make final payment to the contractor.)

\_\_\_\_\_  
Contract Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contract Administrator

\_\_\_\_\_  
Date