



Service  
Integrity  
Respect  
Community  
Leadership  
Wisdom  
Creativity

**Project Name:** Telephone System Replacement  
**Project Number:** 2021-30  
**Addendum #3**  
**Date:** 11/12/2021

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**Question 1:** On page 6 under contract form it says contracts will only be executed on the HA form. Can I get a copy of that form?

**Answer 1:** Attached is a blank sample contract, this will be tailored to the submittal

END OF ADDENDUM #3



**STANDARD FORM OF AGREEMENT**

This Contract made this **XX<sup>th</sup>** day of **XXX 20XX**, by and between the Housing Authority of the City of Everett hereinafter called (EHA or the Authority), and **CONTRACTOR** hereinafter called Contractor.

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

**ARTICLE 1. STATEMENT OF WORK:**

The Contractor in consideration of payment as provided in the bid accepted by the Authority agrees to furnish all labor, materials and equipment and perform all work required for a complete job in strict accordance with the Specifications and Drawings, prepared by **XXXX**; included in the Request for Proposal, all of which are made a part hereof and designated as;

***LIST OF DOCUMENTS***

**ARTICLE 2. CONTRACTOR'S LIABILITY FOR DAMAGES AND INJURY.**

To the fullest extent permitted by law, contractor shall indemnify, defend, and hold harmless Everett Housing Authority, and its agents, affiliates, employees, managers, officers, other contractors, heirs and assigns (hereinafter "Indemnified Parties") from and against any and all liability, claims, damage, costs, expenses, awards, fines, judgments, and attorneys' fees (including, without limitation, expert witness fees and other litigation expenses) of every nature arising out of or in connection with contractor's performance of work hereunder, or work of its agents, employees, subcontractors and/or independent contractors, or their failure to comply with any of its obligations contained in the agreement, except where the claims are caused by or resulting from the sole negligence of Indemnified Parties, and only to the extent of contractor's negligence where the claim is caused by or resulting from the concurrent negligence of Indemnified Parties and contractor, including its agents or employees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to PARTIES.

The indemnification obligations of contractor under this Agreement shall not be limited by the amounts or types of insurance (or the deductibles or self-insured retention amounts of such insurance) which contractor is required to carry under this Agreement. Indemnified Parties' right to indemnification from contractor under this section shall be

independent of Indemnified Parties' rights under the insurance to be provided by contractor under this Agreement.

contractor's duty to defend the Indemnified Parties is entirely separate from, independent of, and free-standing from contractor's duty to indemnify the Indemnified Parties, including, without limitation, the defense of the Indemnified Parties against claims for which the Indemnified Parties (or any of them) may be strictly liable and applies whether the issue of contractor's liability, breach of this Agreement or other obligation, or contractor's responsibility has been determined and whether the Indemnified Parties (or any of them) have paid any sums or incurred any detriment, arising out of or resulting directly or indirectly from contractor's performance of the Work. Such defense obligation shall arise immediately upon presentation of a claim by any Person which arises out of or is connected to the Work performed by contractor or any of its Agents and written notice of such claim being tendered to contractor.

### **ARTICLE 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 or failure to perform the work hereunder by the Contractor, its agents, representatives, employees or sub-contractors.

#### **MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0 01 10 01).
2. Insurance Services Office Additional Insured form (CG 20 37 or CG 20 26).
3. Insurance Services Office form number CA 00 01 06 92 covering Automobile Liability Code 1 (any auto), [require if scope of work includes driving on Authority property].
4. Workers' Compensation insurance as required by state law and Employer's Liability Insurance.

#### **MINIMUM LIMITS OF INSURANCE**

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for Bodily Injury, Personal Injury, and Property Damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for Bodily Injury and Property Damage.

3. Workers' Compensation (statutory) and Employer's Liability: \$1,000,000 per accident for Bodily Injury or Disease.

**NOTE:** These limits can be attained by individual policies or by combining primary and umbrella policies.

#### **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the Authority. At the option of the Authority, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Authority, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Authority guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

#### **OTHER INSURANCE PROVISIONS**

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Authority, its officers, officials, employees, and volunteers are to be covered as additional insured with respect to liability on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations and with respect to liability arising out of work or operations performed by the Contractor; or arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. General Liability coverage can be provided in the form of an appropriate endorsement to the Contractor's insurance or as a separate Owner's policy.
2. For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the Authority, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Authority, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance.
3. Each insurance policy required by these specifications shall be endorsed to state that coverage shall not be cancelled or materially changed, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Authority.
4. Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract by the Contractor.

#### **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a current A. M. Best's rating of no less than B+:VI. Bidders must provide written verification of their insurer's rating.

#### **VERIFICATION OF COVERAGE**

Contractor shall furnish the Authority with original certificates and amendatory endorsements effecting coverage required by these specifications. The endorsements should conform fully to the requirements. All certificates and endorsements are to be received and approved by the Authority in sufficient time before work commences to permit Contractor to remedy any deficiencies. The Authority reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

#### **SUB-CONTRACTORS**

Use of sub-contractors must be pre-approved by the Authority. Contractor shall include all sub-contractors as insureds under its policies or shall furnish separate insurance certificates and endorsements for each sub-contractor in a manner and in such time as to permit the Authority to approve them before sub-contractors' work begins. All coverages for sub-contractors shall be subject to all of the requirements stated above.

**NOTE:** The General Contractor's Commercial General Liability insurance should not include CG 2294 or CG 2295 as these endorsements will eliminate the General Contractor's insurance coverage for its work where the damaged work or the work out of which the damage arises was performed by a sub-contractor.

Notwithstanding this provision, Contractor shall indemnify the Authority for any claims resulting from the performance or non-performance of the Contractor's sub-contractors and/or their failure to be properly insured.

#### **ARTICLE 4. TIME OF COMPLETION.**

The contractor shall commence work after receipt of Notice to Proceed, follow schedule specified in the contract documents, and all work must be completed in accordance with the schedule defined in the contract documents. The term of this contract is **XX Days from Notice to Proceed.**

#### **ARTICLE 5. THE CONTRACT PRICE.**

The Authority shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein, in current funds as follows: **XXX, plus WSST.**

#### **ARTICLE 6. CONTRACT DOCUMENTS.**

Contract Documents shall consist of the following component parts:

- This Instrument, (Standard Form of Agreement)
- Scope of Work,

- Wage Compliance;
- HUD 370-EZ
- Bid Form;
- **Attachments XXX**

This instrument together with the documents in this Article 6 form the Contract, and they are as fully a part of this Contract as if hereto attached or herein repeated.

In the event that any provision in any of the component parts of this Contract conflicts with any provision of any other component part, the provision in the component part first enumerated in this article 6 shall govern, except as otherwise specifically stated.

#### **ARTICLE 7. ORIGINAL COPY.**

It is hereby expressly agreed by and between the parties hereto that in any matter, dispute, suit or proceedings arising or in any way growing out of this contract in which it may be necessary to introduce into evidence the original of such standards, plans and specifications, that a printed copy thereof may be used in lieu thereof with like force and effect as though the original was produced.

#### **ARTICLE 8. GOVERNING LAW AND VENUE.**

This contract shall be governed in all respects by the laws of the State of Washington. Venue for any action filed under this contract shall be limited to Snohomish County, Washington at Everett.

#### **ARTICLE 9. EXECUTIVE DIRECTOR.**

Said Contract shall be under the supervision of the Executive Director of the Authority and subject to his acceptance and approval and the final acceptance and approval of the Authority.

#### **ARTICLE 10. GENERAL CONDITIONS.**

The Contractor and each subcontractor shall read "General Contract Conditions" and shall be governed therein.

#### **ARTICLE 11. NOTICE TO PROCEED.**

The Contractor agrees not to begin the work embraced in this contract until after receiving written "**Notice to Proceed**" from the Authority and further agrees to begin immediately

and to carry on such work regularly and uninterrupted thereafter with such force as to secure its substantial and final completion.

**ARTICLE 12. WORKMAN'S COMPENSATION; PREVAILING WAGES; LABOR STANDARDS.**

The Contractor expressly agrees to pay all premiums provided for by the Workmen's Compensation Act of the State of Washington, and either to make payment of the same to the Authority or furnish to the Authority evidence of payments of such premiums as required by law.

The contractor will pay prevailing wages as specified.

**ARTICLE 13. TAXES AND ASSESSMENTS.**

The Contractor agrees to pay all taxes and assessments due the State of Washington or any subdivision thereof, and to furnish to the Authority a certificate from the Tax Commissioner of the State of Washington, that all taxes, increases and penalties due from the Contractor and all taxes due and to become due with respect to such contract have been paid in full.

**ARTICLE 14. PERFORMANCE & PAYMENT BOND.**

The Contractor agrees to furnish Payment and Performance Bond as required by RCW 39.08 in the form set forth in the specifications. Said Payment and Performance Bond shall be effective until the end on the required warranty period.

**ARTICLE 15. WRITTEN NOTICES.**

Any notice from one party to the other party under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by the duly authorized representative of such party. Any such notice as heretofore specified shall be by personal delivery thereof or by depositing same in the United States Mail, postage prepaid and registered.

**ARTICLE 16. PROGRESS PAYMENTS; RETENTION.**

Monthly progress payments for work completed and approved by the Authority shall be made by the Authority subject to retention of five percent (5%).

**ARTICLE 17. SUBSTANTIAL COMPLETION/LIQUIDATED DAMAGES.**

If the Contractor fails to finally complete the work by the specified time for **substantial completion**, he shall pay the Authority as "**Liquidated Damages**", the amount of **\$XXX** per day as specified in General Conditions, Paragraph 33.

**ARTICLE 18. FINAL COMPLETION/LIQUIDATED DAMAGES.**

If the Contractor fails to finally complete the work by the specified time for **final completion**, he shall pay the Authority as "liquidated damages" the amount of **\$XXX** per day as specified in General Conditions, **Liquidated Damages**, Paragraph 33.

**ARTICLE 19. ASSIGNABILITY.**

This contract shall not be assignable. The Contractor shall be liable for all acts and omissions of his subcontractor.

**ARTICLE 20. INSURANCE.**

Prior to Execution of the Contract, the Contractor shall file, with the owner, evidences of the insurances required under this Contract, from the insurer. The evidence of insurance shall be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer, and shall certify the names of the insured, the type and amounts of insurance, and the location and operations to which the insurance applies and the expiration date. The evidences shall include an agreement of the insurer to give, by registered mail, notice to the Owner at least 30 calendar days prior to the effective date of cancellation, lapse or material change in the policy. This certification of insurance is not an insurance policy and does not amend, extend, or alter coverage afforded by the policies listed herein. Notwithstanding any requirement, terms, exclusions and conditions of such policies.

**ARTICLE 21. RESIDENT'S RIGHTS.**

No unit being occupied shall be entered unless the Contractor has received verification from the Everett Housing Authority that the tenants have been given at least forty-eight (48) hours notice of expected entry.

**ARTICLE 22. WORK HOURS.**

All work shall be scheduled during the hours of 8:00 AM to 4:30 PM and all debris from the construction activities shall be removed from within and around the buildings before



the Contractor leaves the site at the end of each working day. The Contractor will be responsible for all costs encountered by the Everett Housing Authority for any clean-up made necessary by the Contractor's activities.

**ARTICLE 23. STORAGE FACILITIES.**

Minimal facilities for storage of materials are available; arrangements for temporary storage shall be made by the Contractor and approved by the Everett Housing Authority before delivery to the site. Any unauthorized material on the site will be moved at the Contractor's expense.

**ARTICLE 24. CONTRACTOR OBSERVATIONS.**

If, during the course of this project, the Contractor is made aware of or observes in any building any structural damage that could affect the safety and welfare of its occupants, the Contractor is required to bring it to the attention of the Everett Housing Authority and/or Architect immediately.

**ARTICLE 25. DEDUCTIONS FOR UNCORRECTED WORK.**

Deduction for uncorrected work: If the Everett Housing Authority deems it inexpedient to require the Contractor to correct work damaged or not done in accordance with the contract, an equitable deduction from the contract price shall be made by agreement between the Contractor and the Authority.

**ARTICLE 26. CONTRACTOR'S RESPONSIBILITIES FOR DAMAGES.**

Costs to correct damage by the Contractor to vegetation, buildings, sidewalks, curbs and other improvements as well as personal property of the Tenants, shall be borne by the Contractor.

**ARTICLE 27. RELEASE OF RETAINAGE.**

Forty-five (45) days after completion and acceptance of this project by the Authority Board of Commissioners as complying with the terms of this contract the Authority shall pay to the Contractor all sums due as provided by this contract subject to the provisions of this contract and laws of the State of Washington.

**ARTICLE 28. CHANGE ORDERS.**

Any and all change orders shall be in writing. It is the intention of Everett Housing Authority to limit Change Orders. Any change order proposals will require EHA Executive Director, Board of Commissioners Approval, PRIOR to the commencement of any change order work.

**ARTICLE 29. EMPLOYMENT OF HOUSING AUTHORITY RESIDENTS.**

Employment of Housing Authority residents: To the greatest extent feasible, the Contractor will provide opportunities for training and employment for Everett Housing Authority residents who are qualified in the craft needed, or able to become qualified as possessing the necessary ability or potential to perform needed skills. Prior to the beginning of work a conference of the Contractor and Housing Authority Representatives will be held to determine the possibilities of resident employment on the job. Each Contractor (if hiring new) is required to hire a trade specific apprentice from a pool of EHA selected apprentices. If an apprentice of a specific trade is not available at time of award, the Contractor shall be prepared to hire an apprentice when one is approved and available for work.

**ARTICLE 30. APPRENTICES.**

Apprentices shall be employed for work upon the site only under a bona fide apprenticeship program registered with a state Apprenticeship Council which is recognized by the Federal Committee on Apprenticeship, United States Department of Labor, or if no such recognized Council exists in a state, under a program registered with the Bureau of Apprenticeship, United States Department of Labor. See General Conditions, Paragraph **Labor Standards**.

Apprentices hired from pool of EHA selected resident apprentices shall be enrolled in a Government approved Apprenticeship Program at the Contractor's Expense. If no Apprentice Candidates have been approved, the contractor shall hire a resident worker for the duration of the contract. EHA will help the contractor identify either a resident apprentice, or a resident worker.

**ARTICLE 31. RISK TO CHILDREN AND VULNERABLE ADULTS.**

If the work pursuant to this contact requires or may result in contact with children or vulnerable adults, the Contractor shall not use any employee, volunteer, intern or agent for this contract who (i) it has reason to believe may impose a risk to such children or vulnerable adults, or (ii) who have been convicted of a crime against children or vulnerable adults. Before using any employee, volunteer, intern or agent for this contract,

Contractor will procure and examine criminal conviction records and exclude any person not meeting this contract requirement.

**ARTICLE 32. EEO**

Contractor will not discriminate against any employee or applicant because of race, color, religion, sex or national origin. Contractor agrees to post notices setting forth the provisions of this Equal Opportunity Clause. Contractor shall make the Equal Opportunity Statement in all advertisements for employees. Contractor to send notice to each labor union he has an agreement with, a notice of his commitment to the Equal Opportunity Statement. During the course of the performance of this contract, the contractor and his sub-contractors will be required to solicit qualified job applicants from the residents of the housing authority, whenever a job opening occurs.

Reference:

Equal Employment Opportunity -Executive Order 11246, As Amended by Executive Order 11375.

**HOUSING AUTHORITY OF THE CITY OF EVERETT**

Prepared by: \_\_\_\_\_  
Erik Maynard  
Procurement Manager

Accepted by

Contractor  
Address  
Phone Number

Signed \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Accepted by

Housing Authority of the City of Everett  
3107 Colby Avenue, Everett, WA 98201

Signed \_\_\_\_\_

Date \_\_\_\_\_

Print Name

Title

Signed \_\_\_\_\_

Date \_\_\_\_\_

Print Name

Title

**END OF STANDARD FORM OF AGREEMENT**