

RFP 2026-05 ADDENDUM 01

SAMPLE CONTRACT

Release Date: Thursday, August 13, 2026.

This Addendum modifies the Request for Proposal (RFP) as follows:

1) Revision to Section 5.1 – Proposal Elements

Section 5.1, Proposal Elements, Item 5 currently states: “Provide a proposed form of contract for services that the firm would execute with HPC”

Section 5.1, Proposal Elements, Item 5 is hereby removed in its entirety. Proposers are not required to submit a proposed contract or form of agreement with their proposal.

2) Sample Contract

A Sample Contract is included with this Addendum and is incorporated into the RFP solicitation documents for proposal review.

Proposers should review the Sample Contract and should consider terms and identify any exceptions. Contract terms are subject to final negotiation and execution by Housing Pierce County.

All other terms and conditions of the RFP 2026-05 remain unchanged.

CONSTRUCTION SERVICES CONTRACT

[SOLICITATION NO. & Title]

THIS AGREEMENT, is entered into on the [Day] day of [Month] [Year] (the “Effective Date”) by and between the Housing Authority of Pierce County (“Owner”), doing business as Housing Pierce County and located at 11515 Canyon Road E, Puyallup, WA 98373, and [Contractor Name] (“Contractor”), located at [Address]. Owner and Contractor are each sometimes referred to as a “Party” and collectively as the “Parties”.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, and intending to be legally bound, the Parties agree as follows:

ARTICLE 1 CONTRACT DOCUMENTS

This agreement, [Solicitation No. & Title], all referenced addenda and exhibits, and modifications issued after the execution of this agreement, shall form the Contract, and are as fully a part of the agreement between the parties hereto and supersedes prior negotiations, agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 8 hereof.

ARTICLE 2 WORK OF THIS CONTRACT

The Contractor shall fully execute the Work as described in the Contract Documents, except as specifically indicate in the Contract Documents to be the responsibility of others. The Owner reserves the right to modify the Work described in the Contract Documents at any time.

ARTICLE 3 CONTRACT DURATION & LIQUIDATED DAMAGES

This Contract shall commence upon the date of execution for a term of [number(#)] year/s and may be renewed for additional [number-year/s] terms up to a maximum of [number(#)] years in total.

ARTICLE 4 CONTRACT TYPE, SUM, UNIT PRICES, PAYMENT TERMS, AND TAXES

Contract Type. This Contract is an [Contract Type] based on rates stated in [Location] of Contractor’s proposal.

Contract Sum. The Owner shall pay the Contractor the amount, in current funds for the Contractor’s performance of Work, subject to additions and deductions as provided in the Contract Documents exclusive of Washington State sales tax.

Payment Terms. Terms are Net 30 (30 days from the date of the invoice or date that work has been completed in accordance with the Contract Documents, whichever occurs later).

Taxes. Pursuant to State law (RCW 35.82.210), the Housing Authority of the Pierce County is exempt from paying sales tax on the contract sum in accordance with WAC 458-20-17001.

ARTICLE 5 INSURANCE, RETAINAGE, PERFORMANCE, AND PAYMENT BONDS

Insurance. The Contractor shall obtain all the insurance required by the Contract Documents and provide evidence satisfactory to Owner that such insurance has been procured. Review and approval of Contractor’s insurance by Owner shall not relieve or decrease the Contractor’s liability in any respect.

Retainage. The Owner shall retain five percent (5%) of moneys earned by the Contractor, excluding sales tax, pursuant to state law (Chapter 60.28 RCW). Retained funds shall be held and released in accordance with applicable law following completion and final acceptance of work and satisfaction with all applicable closeout requirements. The Contractor may elect, as permitted by law to have the Owner retain ten percent (10%) of the Contract Sum in lieu of furnishing the required payment and performance bond. If this option is elected, the ten percent (10%) retainage shall be held and released in accordance with law (RCW 39.08.010; Chapter 60.28 RCW).

Payment and Performance Bonds. Payment and performance bonds for 100% of the Contract Sum, including all Change Orders and state sales tax, shall be furnished for the Work, and shall be in a form acceptable to the Owner. The Contractor shall provide provisional Payment and Performance bonds to the Owner for review and approval along with the executed Contract.

ARTICLE 6 WAGES, RATES, AND REQUIREMENTS

Prevailing Wage. The Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of Work in accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries. The schedule of prevailing wage rates for the locality or localities of the Work is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate. The Contractor shall file a statement under oath with the Owner and Director of Labor of Industries certifying the rate of hourly wage paid and to be paid by each classification of laborers, workers, or mechanics employed upon the work by Contractor and Subcontractors. Such rates of hourly wage shall not be less than the prevailing wage rate. Each Application for Payment submitted by Contractor shall state that prevailing wages have been paid in accordance with the prefilled statement(s) of intent, as approved. Copies of the approved intent statement(s) shall be posted on the Project site with the address and telephone number of the Industrial Statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made. In compliance with chapter 296-127 WAC, Contractor shall pay to the Department of Labor and Industries the currently established fee for each statement of intent and/or affidavit of wages paid submitted to the Department of Labor and Industries for certification.

ARTICLE 7 MISCELLANEOUS PROVISIONS

Ownership of Work. All work performed by Contractor under this Contract shall belong solely to Owner including, but not limited to, Contractor's work product, designs, drawings, schematics, or any and all data, charts, or graphs relying on information supplied by Owner.

Confidential Information. Contractor acknowledges that by reason of its relationship to the Customer hereunder, Customer may disclose to the Contractor certain Confidential Information including, but not limited to, information concerning the Customer's business, operations, objectives, plans, developments, and future projects. Contractor shall maintain the Confidential Information in strict confidence and disclose the Confidential Information only to its employees who have a need to know such Confidential Information to fulfill the business affairs and transactions between the Parties contemplated by this Agreement. Contractor shall at all times remain responsible for breaches of this Agreement arising from the acts of its employees. Contractor shall use the same degree of care as it uses with respect to its own similar information, but no less than a reasonable degree of care, to protect the Confidential Information from any unauthorized use, disclose, dissemination, or publication. Contractor shall only use

the Confidential Information in furtherance of its performance of its obligations under this Agreement and agrees not to use the Customer's Confidential Information for any other purposes or for the benefit of any third party. No Confidential Information furnished to the Contractor shall be duplicated or copied except as may be strictly necessary to effectuate the purpose of this Agreement.

Severability. If any term, condition, or provision on this Contract or the application thereof to any circumstance or party hereto, is invalid or unenforceable as against any person or, as to certain circumstances, then the remainder of this Contract and the applicability of such term, condition, or provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

Waiver. No waiver of any term or right in this Contract shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of any party to enforce any provision of this agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this agreement thereafter.

No Third-Party Beneficiaries. Except as expressly set forth herein, no Person or Entity other than the parties hereto and their permitted successors and assigns, shall have any rights or claims under this Contract.

Relationships between the parties. Nothing in the Contract, and no course of dealing between the Parties, shall be construed to create or imply an employment or agency relationship or partnership or joint venture relationship between the Parties or between one Party and the other Party's employees or agents.

Assignment. This Contract may not be assigned by Contractor without consent of Owner.

Headings. The captions and headings used in this Contract are for convenience only and do not in any way restrict, modify, or amplify the terms of this Agreement.

Binding Effect. This Contract shall be binding upon and enforceable against, and shall inure to the benefit of, Owner and Contractor and their respective legal representatives, successors, and assigns.

Survival. Each term and provision of this Contract that should by its sense and context survive any termination or expiration of this Contract, shall so survive regardless of the cause and even if resulting from the material breach of either Party to this Contract.

Delays and Extensions of Time. Contractor shall be entitled to an equitable adjustment in the Contract Time for changes in the time of performance directly attributable to a Force Majeure Event, as defined below, provided it gives Owner a Notice of Disputed Claim. Such extension of the Contract Time shall be net of any delays caused by or due to the fault or negligence of the Contractor or those for whom the Contractor is responsible. In the event of any occurrence likely to cause a delay, the Owner, the Contractor shall cooperate in a good faith reasonable effort to minimize and mitigate the delay impact of any such occurrence. Contractor shall not be entitled to any adjustment in the Contract Sum resulting from a Force Majeure Event. Contractor shall be entitled to an equitable adjustment in Contract Time and may be entitled to an equitable adjustment in Contract Sum, if the cost or time of Contractor's performance is changed due to the fault or negligence of Owner (or persons acting for Owner) and

provided the Contractor gives a Notice of Disputed Claim. Contractor shall not be entitled to any adjustment in Contract Time or in the Contract Sum for any delay or failure of performance to the extent such delay or failure was caused or contributed to by Contractor or anyone for whose acts Contractor is responsible. Contractor shall make all reasonable efforts to prevent and mitigate the effects of any delay, whether occasioned by a Force Majeure Event or otherwise. Contractor is not entitled to any additional compensation or time for any delay that runs concurrent with a delay for which the Contractor is responsible.

Force Majeure. As used herein, a Force Majeure Event is an event, circumstance or condition that was unexpected and beyond the control of both parties or their respective contractors, subcontractors, or suppliers at any tier below them. Force Majeure Events includes:

- Act of God or the public enemy;
- Acts or omissions of any government entity (including without limitation permit delays not attributable to the fault of the Owner or Contractor);
- Fire or other casualty for which Contractor or its Subcontractors at any tier were not responsible;
- Quarantine or epidemic;
- Strike or defensive lockout;
- Adverse weather for the period of time, which could not have been reasonably anticipated and had an adverse effect on the scheduled construction; and
- Acts of terrorism.

Attorney's fees. If either party incurs any legal fees associated with the enforcement of this Contract or any of its rights hereunder, the prevailing party shall be entitled to recover, in addition to all other damages to which it may be entitled, its reasonable attorney's fees and related costs and expenses from the other party.

Conflicting Provisions. In the event a term, condition, or provision in Contractor's proposal conflicts with a term, condition or provision stated in this Contract, this Contract shall control.

Entire Agreement. This Agreement (including any exhibits attached hereto, which are by this reference made a part hereof) is the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any prior agreement or communications between the Parties, whether written, oral, electronic, or otherwise.

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

This Contract is comprised of the following documents (if checked).

- ☐ Contract (this document).
- ☐ Bid/Proposal Submitted by [Contractor Name]
- ☐ [Solicitation No. & Title]

In witness whereof, the parties hereto have caused this Contract to be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate of the original, but all counterparts together shall constitute a single agreement as of the day and year first written above.

OWNER:

By: _____
Signature

Name: Victor Caesar

Title: Executive Director

Housing Authority of Pierce County

CONTRACTOR:

By: _____
Signature

Name: [Contractor Authorized Signer]

Title: [Contractor Authorized Signer Title]

[Contractor Name]