

West Sound Treatment Center  
(WSTC)

**Bid Specifications & Documents**

Project:

The Fuller House – Women’s Sober Living Remodel  
Project

Project Address:

**4248 Forest Drive Ne, Bremerton, WA,  
98310**

***\*Do not disturb tenants under any  
circumstances\****

Project Number:

**2024-4248-FULLERFULLREMODEL-01**

**Requirement:**

Topic: “Fuller House Remodel Pre-Bid Conference”

Online Pre-Bid Conference Date: **Monday, March 4, 2024**

Time: **2:00 PM**

Location: **ONLINE (Zoom): <https://tinyurl.com/Fullerbid>**

Meeting Id: 360 471 9628

Zoom Passcode: FULLER

Zoom Log-in Issues: Reach out to [development@wstcs.org](mailto:development@wstcs.org) ASAP,  
we suggest logging in early.

**Requirement:**

Topic: “Responsive Bidder Form Deadline”

Due Date: **Tuesday, March 5, 2024**

Time: **2:00 PM**

Location: [development@wstcs.org](mailto:development@wstcs.org)

*\*no in-person delivery can be accepted, you will receive an **email confirmation** please retain for proof of submission.\**

**Requirement:**

Topic: “Contractor’s Bid Proposal Deadline”

Sealed Bid Due Date: **Monday, March 25, 2024**

Time: **2:00 PM (No late bids will be accepted)**

Location: [development@wstcs.org](mailto:development@wstcs.org)

*\*no in-person delivery can be accepted, you will receive an **email confirmation** please retain for proof of submission.\**

**Requirement:**

Topic: “Fuller House Remodel Submitted Bidders Read Aloud”

Zoom Bidders Read Aloud Date: **Monday, March 25, 2024**

Time: **2:30 PM**

Location: **ONLINE (Zoom):** <https://tinyurl.com/Fullerbid>

Meeting Id: 360 471 9628

Zoom Passcode: FULLER

Zoom Log-in Issues: Reach out to [development@wstcs.org](mailto:development@wstcs.org) ASAP, we suggest logging in early.

*Board Members*  
*Rob Divelbess*  
*Andrea Wolber*  
*Tracey Thompson*  
*Courtney Reed*  
  
*Executive Director*  
*Ken Wilson*



4060 Wheaton Way Suite F  
Bremerton, WA 98310

Phone (360) 876-9430  
Fax (360) 362-1179

[westsoundtreatmentcenter.org](http://westsoundtreatmentcenter.org)

RFB# **2024-4248-FULLERFULLREMODEL-01**

**Responsive Bidder Form/  
Plan Holder Form**

**The Fuller House – Women’s Sober Living Remodel Project**

**BIDDING CONTRACTOR PLEASE NOTE:**

To be considered a **responsive bidder** for this contract you must notify the West Sound Treatment Center (WSTC) that you are a plan holder of this current bid request.

You are required to complete this **form** to ensure you will receive addendums or other project related notifications. **Your bid will be considered non-responsive** if all the addendums, if any, are not noted on your submitted bid documents.

Complete the following:

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

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

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

\_\_\_\_\_

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

Fax Number: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

Submit completed form to:

[development@wstcs.org](mailto:development@wstcs.org)

subject: “RESPONSIVE BIDDER FORM FULLER”

*\*You will receive email confirmation for your “RESPONSIVE BIDDER FORM FULLER”,  
please retain as proof of submission\**

**DUE NO LATER THAN MARCH 5 2024 BY 2PM**  
**(24 HOURS AFTER PRE-BID CONFERENCE)**

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Location: 4248 Forest Drive Ne, Bremerton, WA, 98310  
Frontal View:



Location: 4248 Forest Drive Ne, Bremerton, WA, 98310  
Aerial View:



## INSTRUCTIONS TO BIDDER

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### 1. ON-LINE PUBLIC PRE-BID CONFERENCE:

Topic: “Fuller House Remodel Pre-Bid Conference”

Online Pre-Bid Conference Date: **Monday, March 4, 2024**

Time: **2:00 PM**

Location: **ONLINE (Zoom):** <https://tinyurl.com/FULLERBID>

Meeting Id: 360 471 9628

Zoom Passcode: FULLER

***\*If you have any issues with Zoom entrance immediately reach out to [development@wstcs.org](mailto:development@wstcs.org) we suggest logging in 15-20 minutes early.***

### 2. RESPONSIVE BIDDER FORM DUE DATE:

Topic: “Responsive Bidder Form Deadline”

Due Date: **Tuesday, March 5, 2024**

Time: **2:00 PM**

Location: [development@wstcs.org](mailto:development@wstcs.org)

***\*no in-person delivery can be accepted, you will receive an [email confirmation](mailto:development@wstcs.org) please retain for proof of submission.\****

### 3. SEALED BID DUE DATE:

Topic: “Contractor’s Bid Proposal Deadline”

Sealed Bid Due Date: **Monday, March 25, 2024**

Time: **2:00 PM (No late bids will be accepted)**

Location: [development@wstcs.org](mailto:development@wstcs.org)

***\*no in-person delivery can be accepted, you will receive an [email confirmation](mailto:development@wstcs.org) please retain for proof of submission.\****

### 4. ONLINE PUBLIC BID OPENING:

Topic: “Fuller House Remodel Submitted Bidders Read Aloud”

Zoom Bidders Read Aloud Date: **Monday, March 25, 2024**

Time: **2:30 PM**

Location: **ONLINE (Zoom):** <https://tinyurl.com/FULLERBID>

Meeting Id: 360 471 9628

Zoom Passcode: FULLER

***\*If you have any issues with Zoom entrance immediately reach out to [development@wstcs.org](mailto:development@wstcs.org) we suggest logging in 15-20 minutes early.***

### 5. Sealed Bid submissions, correspondence and change orders shall be submitted to:

[DEVELOPMENT@WSTCS.ORG](mailto:DEVELOPMENT@WSTCS.ORG)

**Subject: FULLER BID PROJECT / Your Company’s Name / MM/DD/YY HH:MM**

***\*no bid changes will be accepted after the deadline, bidder will only be able to revoke bid\****

6. Davis Bacon and Related Acts
  - A. This project is financed through the Community Development Block Grant program with funds obtained from the U.S. Department of Housing and Urban Development and is subject to the following:
    - a. Davis Bacon Works Requirements: This project is subject to meet Federal Labor Standards Provisions Davis Bacon wage laws as explained in HUD form 4010. All work performed on the project will be subject to the approved wage determination rates included in the bid documents.
    - b. Equal Opportunity/Affirmative Action: Owner is an equal opportunity and affirmative action employer. Minority-owned and women-owned businesses are encouraged to submit bids.
  
7. All questions regarding this Bid shall be submitted to Kenneth Wilson, CEO via [development@wstcs.org](mailto:development@wstcs.org). Any questions submitted within three (3) days of the bid opening may not receive a response. Responses will be sent to all registered plan holders via email from [development@wstcs.org](mailto:development@wstcs.org).
  - A. This project shall be complete within **ninety (90)** calendar days from Notice to Proceed.
  - B. Should bidder find discrepancies or omissions in any of the Bid Documents, including without limitation the Drawings or Specifications, or should bidder be in doubt as to their meaning, bidder shall at once notify the Owner in writing to [development@wstcs.org](mailto:development@wstcs.org). Questions received less than the number of days noted above may not be responded to.
  - C. All inquiries regarding the Bid Documents or the Project should be submitted to Ken Wilson, CEO, in writing via email at [development@wstcs.org](mailto:development@wstcs.org). The Project Manager will not respond to any oral inquiries from bidders.
  
8. The Contractor is responsible to read, acknowledge where indicated and understand all provisions of this bid package.
  
9. The Contractor is responsible to take all actions as indicated in the attached **GENERAL CONDITIONS** provisions.
  
10. Where the provisions of this bid package conflict, the most stringent of the provisions shall prevail.
  
11. The Contractor is required to *submit the following executed forms with their bid submission*; failure to do so, may cause the Bid to be non-responsive:

- Completed and signed "Contract Agreement"
- Bid Form
- Contractors Qualification Statement
- List of Subcontractors
- Certificate Regarding Lobbying/ HUD 50071
- Equal Employer Opportunity Requirements
- Certificate Regarding Debarment/Suspension
- Current Contractor License**



Addendum (if any)

- **\*\*\*Plan Holder Form: "Responsive Bidder Form" is due within 24 hours of bidder's meeting (2PM on March the 5<sup>th</sup>, 2024).**

12. The Contractor is required to *submit the following information prior to the start* of the project:

- Make, Model, and Manufacturer of components to be incorporated into the Work. Components such as: Fixtures, Lights, Doors, Windows, Plumbing Fixtures, etc.
- AIA Document G705 form or an ACORD Certificate of Insurance Form naming the Indemnified Parties as additional insureds.
- Intent to pay prevailing wages with WA State Department of Labor & Industries

13. Contractor is required to *submit the following forms during the course* of the project:

- Interim Lien Waiver & Release with Payment Draw Requests
- Certified Payroll Form / WH-347 – Include WH-347 forms for employees' hours where they worked at other job sites in the same week period as this project

14. The Contractor is required to *submit the following at the completion* of the project:

- Final Lien Waiver & Release
- As-Built Drawings, if applicable
- Product Warranties & Manuals, if applicable
- Affidavit of paying prevailing wages with WA State Department of Labor & Industries

15. If the job total is equal to \$10,000 or more, the Contractor **is required** to post the following forms at the Job Site as per the Davis-Bacon Act or as per the Prevailing Wages on Public Works Act (RCW 39.12)

- Notice to All Employees** / WH-1321 AND  
 **Davis-Bacon Wage Decision** (included in bid packet)

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

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

- A. Bidder has fully familiarized itself with all terms and conditions of the Bid Documents and is prepared to execute the construction contract in the form specified herein, without any modifications or qualifications thereto, in the event it is determined to be the successful bidder.
- B. Bidder has taken steps reasonably necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost.
- C. Bidder has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by Owner, as well as from the drawings and specifications made a part of these Contract Documents.
- D. Adjoining areas will continue conducting normal operations during bidder's performance of the work, and bidder has anticipated pedestrian and traffic congestion, limited parking, site logistics and the requirement that the work be coordinated with ongoing operations.
- E. Consistent with the requirements of Chapter 60.28 RCW, WSTC shall withhold retainage from the contractor in the amount of 5% of each payment to the contractor, provided, however, consistent with RCW 39.04.155, that WSTC may waive the requirement to withhold retainage for a project estimated to cost less than \$35,000.
- F. The contract period shall be **ONE-HUNDRED (100)** days; **NINETY (90)** working days plus, **TEN (10)** days for final completion and closeout of the contract.
- G. Bidder's bid is based upon a schedule and assumptions which incorporate these conditions.
- H. Owner is assuming no responsibility for any conclusions or interpretations made by bidder based on the information made available by Owner.
17. Insurance
- Within five (5) days of notification of having the winning bid, the Contractor and each subcontractor shall furnish the Owner with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
- A. Workers' Compensation in accordance with State or Territorial Works' Compensations

laws.

- B. Contractor shall maintain in full force and effect a policy of Commercial General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) general aggregate. Such insurance shall name Owner as an "additional insured." Contractor's Commercial General Liability shall include contractual liability insurance applicable to its operations under this Agreement written on an occurrence basis.
  - C. Contractor shall maintain in full force and effect Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage in an amount not less than One Million Dollars (\$1,000,000) per accident for hired and non-owned automobiles.
  - D. Contractor shall cause each Subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein. When requested by Owner, Contractor shall furnish to Owner copies of certificates of insurance evidencing coverage for each Subcontractor.
  - E. All certificates of insurance shall include the provision that the above-afforded coverage's will not be amended, canceled, terminated, or reduced without thirty (30) days prior written notification. Each party hereby waives all claims it may have against the other arising out of or in connection with loss or damage that would be insurable under the insurance described above to the extent the person suffering the loss or damage did or could have covered it by the insurance required under this Agreement. Each party shall cause its insurer to include a "waiver of subrogation" clause in or issue an endorsement to its policy recognizing and agreeing to this provision.
18. Taxes
- A. The bid shall include all taxes imposed by law.
19. Withdrawal or Modification of Bids
- A. Bidder may withdraw its written bid by submitting to Owner a written request before the Bid Submittal Deadline. If a request for withdrawal of bid is timely received, Owner will promptly return the bid after the Bid Submittal Deadline.
  - B. Bids may be modified if such modifications are submitted in writing and received before Bid Submittal Deadline.
20. Bid Evaluation for Responsiveness and Lowest Price
- A. Owner will review each bid timely received to determine whether the bid is responsive and to determine which bid is the lowest responsive bid.
  - B. Bids which are incomplete, or which are conditioned in any way, or which contain erasures, alterations, or items not called for in the Bid Form, or which are not in conformity with the law or with these Instructions, shall be rejected as nonresponsive if the irregularity is material and may be rejected as nonresponsive if the irregularity is not material.
  - C. Owner reserves the right to waive any informalities or nonmaterial irregularities in the bids received.

- D. Owner may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.
  - E. If the bid includes a supplemental schedule of unit prices for labor and materials, or other items for the purpose of establishing a cost basis for unforeseen contract changes, Owner reserves the right to reject, without impairing the balance of the proposal, any or all such predetermined unit prices.
  - F. The determination of the low responsive bid shall be made by Owner based upon any combination of the Basic Bid and alternates which, in Owner's sole discretion, is in Owner's best interest considering price, schedule and other factors. The numbering of the alternates in the Bid Form bears no relationship to the order in which the alternates may be selected by Owner.
21. Evaluation of Bidder Responsibility
- A. It is the intent of Owner to award a contract to the responsible bidder with the lowest responsive bid.
  - B. Debarment and Suspension (E.O.s 12549 and 12689) – No contract shall be made to parties listed on the General Services Administration’s List of Parties Excluded from Federal Procurement. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority.
  - C. In determining if a bidder is responsible, Owner will consider the following factors;
    - Enumerated in RCW 39.04.350;
    - (a) At the time of bid submittal, have a certificate of registration in compliance with chapter 18.27 RCW;
    - (b) Have a current state unified business identifier number;
    - (c) If applicable, have industrial insurance coverage for the bidder's employees working in Washington as required in Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW;
    - (d) Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3);
    - (e) If bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation;
    - (f) Until December 31, 2013, not have violated RCW 39.04.370 more than one time as determined by the department of labor and industries; and
    - (g) Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued

by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

As well as the following;

- i. The ability, capacity, and skill of bidder to perform the contract.
  - ii. The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
  - iii. Whether bidder can perform the contract within the time specified.
  - iv. The quality of performance of previous contracts.
  - v. The previous and existing compliance by bidder with laws and requirements relating to the contract.
  - vi. Such other information as may be secured having a bearing on the decision to award the contract.
- D. Owner reserves the right to find that bidder is unqualified, and therefore not responsible, if bidder is unable to demonstrate prior project experience equal to or greater than that specified above.
- E. In determining the responsibility of bidder, Owner may also consider the responsibility of any major subcontractors that were listed in the Bid Form as performing a major category of work.
- F. Within five (5) days of Owner's written request, bidder shall submit such information about itself or its major subcontractors as determined to be reasonably necessary by Owner to evaluate the responsibility of the bidder or its major subcontractors.
- G. Owner may require bidder to participate in an interview conducted by Owner or Architect to assist Owner in determining if bidder is a responsible bidder.
22. Notice of Award of Contract
- A. Provided Owner has not decided to reject all bids, once Owner has identified which bidder, if any, is the responsible bidder with the lowest responsive bid, Owner shall deliver to such successful bidder a notice of award of contract together with a construction contract for execution by bidder.
  - B. If Owner does not deliver a notice of award of contract to bidder within SIXTY (60) days of the Bid Submittal Deadline, bidder shall no longer be bound by its bid.
  - C. **Owner will require a pre-construction conference that will be attended by the Kitsap County Block Grant Department and an insurance certification that meets the requirements of # 17 above prior to signing the contract.**

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End of Instructions to Bidder

## CONTRACT AGREEMENT

THIS CONTRACT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 between West Sound Treatment Center (WSTC) with its principal offices at 4060 Wheaton Way, Suite F, Bremerton, WA, 98310, hereinafter called the “OWNER,” and \_\_\_\_\_, located at \_\_\_\_\_, hereinafter called the “CONTRACTOR,” collectively the Parties.

In consideration of the mutual benefits and covenants contained herein, the Parties agree as follows:

### **1. DURATION OF CONTRACT**

The term of this Contract shall commence upon the effective date set forth below.

The CONTRACTOR complete all work required under this Contract within a period of **NINETY (90)** working days from the Start Date stated in the written Notice to Proceed referenced in Section 7. Final completion and closeout of this Contract shall occur ten (10) working days after timely substantial completion except as provided in Section 6 below. Time is of the essence in the performance of this Contract.

### **2. DESCRIPTION OF THE WORK**

a. The CONTRACTOR shall do all work necessary to complete the Work in accordance with the Scope of Work, attached hereto as Exhibit “A” and made apart hereof by this reference.

b. The CONTRACTOR shall do all work and furnish and pay for all materials, equipment, and labor in accordance with the attached Project Documents. A list of documents considered to be Project Documents is attached hereto as Exhibit “B,” which Project Documents are made part hereof and incorporated by this reference. Further, the CONTRACTOR shall perform any alterations in or additions to the work covered by this Contract, and any extra work which may be ordered as provided for in this Contract if requested to do so by the OWNER pursuant to Section 11.

c. The CONTRACTOR, and any persons employed by the CONTRACTOR, shall use its best efforts to perform the services rendered under this Contract in a professional manner and in accordance with the usual and customary practice, professional care and standard industry practice required for services of the type described in this Contract.

d. The CONTRACTOR shall complete its work required under this Contract in a timely manner and in accordance with the schedule agreed to by the parties.

e. The CONTRACTOR shall make good all defects due to workmanship and/or materials furnished by CONTRACTOR, and agrees to replace at CONTRACTOR’S sole cost and expense to the satisfaction of the OWNER all materials defectively or

improperly installed. CONTRACTOR guarantees against liability, losses or damage to any and all Work performed for a period of one (1) year from final completion and OWNER acceptance of the work. All warranties, guarantees, and indemnification provisions under this Contract shall inure to the benefit of the Owner and its successors or assigns.

f. From time to time during the progress of the work hereunder, the CONTRACTOR shall confer with the OWNER. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the OWNER.

g. CONTRACTOR shall comply with the following requirements:

1. **Debarment and Suspension:** The contractor agrees to certify that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency in accordance with Executive Orders 12549 and 12689, 24 C.F.R. Pt. 24.
2. **Prohibition on the Use of Funds for Lobbying Activities:** The contractor agrees to certify that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, or the entering into of any cooperative agreement.

### 3. CONTRACT AMOUNT

The OWNER hereby agrees to pay the CONTRACTOR in the amount of \$00.00, according to the CONTRACTOR'S proposal (including accepted alternates) at the time and manner and upon the conditions provided for in this Contract.

### 4. WAGES

a. This is a Davis-Bacon Wage Determination Job. All Employees are to be paid unconditionally and not less often than once a week the full amount of wages and bona fide fringe benefits.

- (i) Please see attached HUD Form 4010
- (ii) Please see attached Davis-Bacon Wage Act General Number WA20240012 Mod 4 dated 9/29/23.

b. The CONTRACTOR shall submit weekly certified payroll records to the OWNER for employees for each week in which any contract work is performed. The

CONTRACTOR shall submit to the OWNER certified payroll records for employee that works on the OWNER's job site and any other job site during the same week period.

c. No payments will be made to the CONTRACTOR until the applicable certified payroll records have been approved by the OWNER.

d. All payroll records must be kept for a minimum of three years and a certified copy must be available within ten days of receiving a written request from any interested party.

## **5. EQUAL EMPLOYMENT OPPORTUNITY**

a. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with



Executive Order 11246, "Equal Employment Opportunity". The equal opportunity clause shown in ATTACHMENT F must be included in all contracts and subcontracts.

## 6. **PAYMENT**

- a. The OWNER will pay CONTRACTOR the amount specified in contract.
- b. Invoices may be submitted monthly or as otherwise agreed by the parties, for work that has been completed.

Invoices shall be submitted to WSTC Development Department at [development@wstcs.org](mailto:development@wstcs.org). (EMAIL SUBJECT: "INVOICE # - TO BE PAID")

*\*You will receive confirmation of invoice via email, payments and additional communications regarding payments will come from [accounting@wstcs.org](mailto:accounting@wstcs.org).*

*\*\*Do not email accounting an invoice directly, accounting is directed to only take **internal** invoices from [development@wstcs.org](mailto:development@wstcs.org) for this project.*

- c. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) working days following notice from the OWNER, then, in its sole discretion and upon written notice to the CONTRACTOR, the OWNER may withhold any and all monies due and payable to the CONTRACTOR without penalty until such failure to perform is cured or otherwise adjudicated.

- d. Unless otherwise provided for in this Contract or any of the Project Documents, the CONTRACTOR will not be paid for any billings or invoices presented for payment prior to the execution of this Contract and the Notice to Proceed or for work performed after the Contract's termination.

- e. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract or the Project Documents.

## 7. **NOTICE TO PROCEED**

The OWNER shall issue a Notice to Proceed after the execution of the Contract and receipt of all necessary required documents, including, where applicable, a copy of insurance policies and/or any and all Certificates of Insurance and Additional Insured Endorsements. The Notice to Proceed shall provide the Start Date.

## 8. **CONTRACT REPRESENTATIVES**

Each party to this Contract shall have a Contract Representative. Each party may change its representative upon providing written notice to the other party. The parties' Contract Representatives are as follows:

- a. For CONTRACTOR:

Name of Representative:  
Title:  
Street Address:  
City, State and Zip Code:  
Telephone Number:  
Fax Number:  
E-mail Address:

b. For OWNER:

Name of Representative:	<b>Ken Wilson</b>
Title:	CEO
Street Address:	<b>4060 Wheaton Way Suite F</b>
City, State and Zip Code:	<b>Bremerton, WA 98310</b>
Telephone Number:	405-863-4396
Fax Number:	360-362-1179
E-mail Address:	<a href="mailto:development@wstcs.org">development@wstcs.org</a>

All instructions, modifications, and changes to the Contract shall be conveyed to the CONTRACTOR through the OWNER'S REPRESENTATIVE. Any work executed upon the direction of any person or entity other than the OWNER'S REPRESENTATIVE may be considered defective and will be performed without reimbursement for said work to the CONTRACTOR. The OWNER'S REPRESENTATIVE shall have the authority to reject any and all nonconforming or defective work under the Project Documents.

## **9. HOLD HARMLESS AND INDEMNIFICATION**

a. The CONTRACTOR shall hold harmless, indemnify and defend the OWNER, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including, but not limited to, reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the performance of the work rendered under this Contract by the CONTRACTOR, its employees, agents, or subcontractors or anyone for whose acts any of them may be liable; PROVIDED, HOWEVER, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the OWNER, its officers, officials, employees or agents; and PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, the CONTRACTOR'S obligations hereunder shall apply only to the percentage of fault attributable to the CONTRACTOR, its employees, agents, or subcontractors.

b. In any and all claims against the OWNER, its officers, officials, employees and agents by any employee of the OWNER, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Worker's Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws. By executing the Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder.

c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors. Each breach of contract will result in a \$5,000.00 fine.

## **10. INSURANCE**

a. Workers' Compensation and Employer's Liability: The CONTRACTOR shall maintain workers' compensation insurance, as required by Title 51, RCW, and shall provide

evidence of coverage to the OWNER'S REPRESENTATIVE. If this Contract is over \$50,000, then the CONTRACTOR shall also maintain Employees Liability Coverage with a limit of not less than \$1 million.

b. Commercial General Liability: The CONTRACTOR shall maintain Commercial General Liability coverage for bodily injury, personal injury, and property damage, subject to limits of not less than \$1 million per loss. The general aggregate limit shall apply separately to this Contract and shall be not less than \$2 million.

The CONTRACTOR will provide Commercial General Liability coverage which does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent, provided coverage is no more restrictive than would be provided under a standard Commercial General Liability policy, including contractual liability coverage.

c. Automobile Liability: If applicable, the CONTRACTOR shall maintain automobile liability insurance to be described as follows: (check the box that applies)

The CONTRACTOR shall maintain Business Automobile Liability insurance or equivalent form with a limit of not less than \$1,000,000.00 each accident combined Bodily Injury and Property Damages and an aggregate limit of at least \$2,000,000.00. Coverage shall include owned, hired and non-owned automobiles. -OR-

The CONTRACTOR shall maintain Automobile Liability insurance or equivalent form with a limit of not less than \$100,000.00 each accident combined Bodily Injury and Property Damage. The aggregate limit shall be at least \$300,000.00. If a personal lines Auto Liability policy is used to meet this requirement, it must include a business rider and must cover each vehicle to be used in the performance of this Contract and the certificates of insurance must evidence these conditions have been met. If the CONTRACTOR will use non-owned vehicles in performance of this Contract, the coverage shall include owned, hired and non-owned automobiles. -OR-

Not Applicable.

d. Other Insurance Provisions:

(1) The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the OWNER, its appointed officers, officials, employees and agents.

(2) If applicable, the CONTRACTOR'S Commercial General Liability insurance and Automobile Liability insurance shall include the OWNER, its officers, officials, employees and agents with respect to performance of work under this Contract.

(3) If applicable, the CONTRACTOR'S Commercial General Liability insurance and Automobile Liability insurance shall contain no special limitations on the scope of protection afforded to the OWNER as an additional insured.

(4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the OWNER, its officers, officials, employees, or agents.

(5) The CONTRACTOR'S insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(6) The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein.

(7) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.

(8) The CONTRACTOR shall maintain all required policies in force from the time work commences until work is completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.

e. Verification of Coverage and Acceptability of Insurers: The CONTRACTOR shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A:7 with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

(1) The CONTRACTOR shall furnish the OWNER with properly executed certificates of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section within ten (10) calendar days after the effective date of the Contract. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be canceled, allowed to expire, on thirty (30) calendar days prior written notice to the OWNER. Any certificate or endorsement limiting or negating the insurer's obligation to notify the OWNER of cancellation or changes shall be altered so as not to negate the intent of this provision.

(2) The CONTRACTOR shall furnish the OWNER with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the OWNER as an additional insured.

(3) Certificates of Insurance shall show the Certificate Holder as West Sound Treatment Center and include c/o of the Office or Department issuing the Contract. The address of the Certificate Holder shall be shown as the current address of the Office or Department.

(4) The CONTRACTOR shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, send written verification to the OWNER that CONTRACTOR is currently paying Workers Compensation.

(5) Written notice of cancellation or change shall be mailed to the OWNER at the following address:

West Sound Treatment Center  
[development@wstcs.org](mailto:development@wstcs.org)

(6) The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the OWNER REPRESENTATIVE.

## 11. **CHANGES IN WORK**

a. The OWNER may, at any time, without notice to the CONTRACTOR'S surety, order additions, deletions, revisions, or other changes in the work. The CONTRACTOR agrees to fully perform any such changes in the work. The CONTRACTOR shall proceed with the work upon receiving a written change order approved by the OWNER, or an oral order from the OWNER REPRESENTATIVE before actually receiving the written change order. All such changes in the work shall be incorporated into the Contract documents through the execution of change orders. If any change hereunder causes an increase or decrease in the CONTRACTOR's cost of, or time required for, the performance or any part of the work under this Contract, an equitable adjustment will be made and the Contract modified in writing accordingly. Change Orders shall not be used to materially alter the Scope of Work.

b. If the CONTRACTOR intends to assert a claim for an equitable adjustment hereunder, it shall within ten (10) days after receipt of a written change order from the OWNER, submit to the OWNER a written statement setting forth the general nature and monetary extent of such claim. The CONTRACTOR shall supply such supporting documents and analysis for the claims as the OWNER may require in order to determine if the claims and costs have merit. No claim by the CONTRACTOR for an equitable adjustment hereunder will be allowed if asserted after final payment under this CONTRACT.

c. If the OWNER and the CONTRACTOR are unable to reach agreement on the terms of any change to the work, the CONTRACTOR shall pursue resolution of the disagreement pursuant to Section 18.

## 12. **TERMINATION**

a. **General.** Contracts are terminated either for default or termination, as prescribed in the termination clauses.

b. **Termination Notice.** The Contracting Officer shall terminate contracts for convenience or default only by a written notice to the CONTRACTOR. The Contracting Officer for this Contract shall be Kenneth Wilson. The notice shall be sent by certified mail with a return receipt requested. The notice shall state, at a minimum, the following:

i. The contract is being terminated for default or for the convenience of

- the OWNER under the cited contract clause authorizing the termination;
- ii. Whether the Contract is terminated in whole or in part. For partial terminations, the OWNER shall specify the contract item(s) to be terminated;
  - iii. If terminated for default, the acts or omissions constituting the default, the Contracting Officer's determination that failure to perform is not excusable, the OWNER's rights to charge excess costs of re-procurement to the CONTRACTOR, and the CONTRACTOR'S appeal rights;
  - iv. The effective date of termination;
  - v. The CONTRACTOR's right to proceed under the non-terminated portion of the Contract;
  - vi. Any special instructions; and
  - vii. Copies of the notice should be sent to the CONTRACTOR'S surety, if any, and any assignee.

c. **Termination for Convenience.** Contracts may be terminated for convenience when the OWNER no longer needs or desires the supplies or services under contract or can no longer fund the procurement.

- i. **Settlement.** Settlement of Contracts terminated for convenience may be settled through negotiations or by a unilateral determination of the Contracting Officer. The CONTRACTOR shall submit a settlement proposal promptly to the Contracting Officer for any amounts claimed as a result of the termination.
- ii. **Compensation.** A settlement should compensate the CONTRACTOR fairly for work performed, for other costs incurred under the Contract, and for preparations made for the terminated portions of the Contract, including a reasonable allowance for profit. However, no profit shall be allowed on settlement expenses. In addition, the Contracting Officer shall not allow profit if it appears that the CONTRACTOR would have incurred a loss had the entire Contract been completed. Fair compensation shall be determined by the Contracting Officer.
- iii. **Funding.** In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the OWNER may summarily terminate this Contract notwithstanding any other termination provision of this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the OWNER to the CONTRACTOR. After the effective date, no charges incurred under this Contract are allowable.

d. **Termination for Default.** This Contract may be terminated for default because of

the CONTRACTOR'S actual or anticipated failure to perform its contractual obligations. Under a termination for default, the OWNER is not liable for the CONTRACTOR'S costs on undelivered work and may be entitled to the repayment of progress payments. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) calendar days of written notice to do so, the OWNER may terminate this Contract. The notice shall specify the contract terms subject to default. Upon termination for default, the OWNER shall pay the CONTRACTOR only for the costs of work performed and accepted by the OWNER, in accordance with Section 5 of this Contract. Upon such termination, the OWNER may at its discretion obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the OWNER in completing the work and for all damage sustained by the OWNER by reason of the CONTRACTOR'S breach.

e. Termination of this Contract shall not relieve the CONTRACTOR of any responsibilities under the Contract for work performed.

f. **Failure to Perform.** In the event of a failure by the CONTRACTOR to comply with any terms or conditions of this Contract or to provide in any manner the activities or other performance as agreed to herein, the OWNER reserves the right to temporarily withhold all or any part of payment pending correction of the deficiency, suspend all or part of the Contract, or prohibit the CONTRACTOR from incurring additional obligations of funds until the OWNER is satisfied that corrective action has been taken or completed. The option to withhold funds is in addition to, and not in lieu of, the OWNER'S right to terminate as provided by this Contract. The Owner may consider performance under this Contract when considering future awards.

### **13. ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

a. The CONTRACTOR shall perform the terms of the contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the OWNER.

b. The CONTRACTOR warrants that it has not paid nor, has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

### **14. NON-WAIVER OF RIGHTS**

The Parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract, does not constitute a waiver of such provision(s) or future performance or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.



## **15. INDEPENDENT CONTRACTOR**

a. The CONTRACTOR shall perform this Contract as an Independent Contractor and not as an agent, employee or servant of the OWNER. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed work in accordance with the specifications set out in this Contract and the Project Documents.

b. The CONTRACTOR acknowledges that payment for work performed under this Contract does not include any OWNER benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to West Sound Treatment Center employees.

c. The CONTRACTOR shall have and maintain complete responsibility and control over all its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the OWNER, unless otherwise directed by the terms of this Contract.

d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by Federal, State or local law which are now or may be enacted during the term of this Contract.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from assignment to perform work under this Contract upon receipt of a written request to do so from the OWNER REPRESENTATIVE or designee.

## **16. COMPLIANCE WITH LAWS**

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

## **17. NONDISCRIMINATION**

The CONTRACTOR, its assignees, delegates or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder based on race, color, creed, religion, national origin, age, sex, marital status, veteran status or the presence of any disability.

## **18. DISPUTES**

a. Questions or claims regarding meaning and intent of this Contract or arising from this Contract, shall be referred by the CONTRACTOR in writing to the OWNER'S Contract representative or designee within ten (10) days of the date in which the CONTRACTOR knows or should know of the question or claim.

b. In the event the CONTRACTOR disagrees with any determination or decision of the OWNER'S Contract Representative, the CONTRACTOR shall, within fifteen (15) days of

the date of such determination or decision, appeal the determination or decision in writing to the OWNER. Such written notice or appeal shall include all documents and other information necessary to substantiate the appeal. The OWNER will review the appeal and transmit a decision in writing to the CONTRACTOR within thirty (30) days from the date of receipt of the appeal. Failure of the CONTRACTOR to appeal the decision or determination of the OWNER'S Contract Representative within said fifteen (15) day period will constitute a waiver of the CONTRACTOR'S right to thereafter assert any claim resulting from such determination or decision. Appeal to the OWNER shall be a condition precedent to litigation hereunder.

c. Absent agreement to mediation or alternative dispute resolution, all claims, counterclaims, disputes and other matters in question between the OWNER and the CONTRACTOR that are not resolved between the OWNER'S Contract Representative and the CONTRACTOR will be decided in the Superior Court of Kitsap County, Washington. Pending final decision of a dispute hereunder, the CONTRACTOR shall proceed diligently with the performance of the Contract and in accordance with the direction of the OWNER'S REPRESENTATIVE. Failure to comply with the time deadlines set out in this section as to any claim shall operate as a release of that claim and a presumption of prejudice to the OWNER.

## **19. CHOICE OF LAW, JURISDICTION, AND VENUE**

a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Kitsap County, Washington.

## **20. SUCCESSORS AND ASSIGNS**

The OWNER, to the extent permitted by law, and the CONTRACTOR each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

## **21. SEVERABILITY**

a. If a court of competent jurisdiction holds any part, term, or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

b. If it should appear that any provision of this Contract conflicts with any statutory

provision of the State of Washington, said Provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

**22. ENTIRE AGREEMENT**

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

**23. MODIFICATION**

All amendments or modifications shall be in writing, signed by both parties, and attached to this Contract.

**24. NOTICES**

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 8. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective upon receipt during working hours. If a facsimile is sent after working hours, it shall be effective at the beginning of the next working day.

**25. INSPECTION**

The OWNER shall have the right (a) to inspect and obtain copies of all written licenses, permits, or approvals issued by any governmental entity or agency to the CONTRACTOR, its delegates, or subcontractors, which are applicable to the performance of this Contract; and (b) to inspect all work and materials for conformity with the Contract terms. The CONTRACTOR shall be responsible for ensuring the work and materials conform to the Contract terms even if the OWNER conducts an inspection of the same.

This Contract is executed by the persons signing below who warrant that they have the authority to execute the Contract. The parties to this Contract have executed this Contract to take effect as of the date written below.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**NOTE:** Commencement of work on this project may not begin until a written **Notice to Proceed** has been fully executed.

**(Owner): West Sound Treatment Center**

**(Contractor):**

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

Name: Ken Wilson

Executive Director

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

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

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

Contractor

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

**BID FORM**

**PROPOSAL FOR: The Fuller House- Women’s Sober Living Remodel Project**

**PROJECT #: 2024-4248-FULLERFULLREMODEL-01**

**TO:** West Sound Treatment Center

[development@wstcs.org](mailto:development@wstcs.org)

\*No mail correspondence will be accepted in the management of this contract, e-mail only\*

Ladies and Gentlemen:

Pursuant to and in compliance with the Advertisement for Bids or the Instructions to Bidder, issued by the West Sound Treatment Center for this Project, the undersigned bidder, by submitting this Bid, hereby certifies that:

(a) it has personally and carefully examined all of the Bid Documents, as defined in the Instructions To Bidder, including without limitation the Addenda, if any, referenced below, and

(b) it has visited and inspected the Project site, and hereby also makes the additional certifications and acknowledgements set forth in Paragraph 16 of the Instructions To Bidder. Based on the foregoing examinations, inspection, certifications and acknowledgements, the undersigned bidder hereby proposes to furnish all labor, materials, equipment, services, taxes & fees necessary to complete the work in strict accordance with the Contract Documents, as included in the Bid Documents, for the following sum (hereinafter known as the "Basic Bid"):

**BASIC BID:** \$: \_\_\_\_\_

**Name of Firm:** \_\_\_\_\_

The Basic Bid set forth above and the Unit Prices OR Alternate Bids set forth below include all taxes that are the bidder's responsibility under the terms of the Bid Documents or at law, including without limitation all sales tax or use tax due upon sales and rentals of tools, equipment, and material intended primarily for use with the Project. The bidder's attention is directed to Paragraph 17 of the Instructions To Bidder for further information regarding the treatment of sales tax or use taxes.

**Alternate Pricing:**

- |    |    |
|----|----|
| 1. | \$ |
| 2. | \$ |
| 3. | \$ |
| 4. | \$ |
| 5. | \$ |
| 6. | \$ |
| 7. | \$ |
| 8. | \$ |

**BID FORM**

**ADDENDA**

Receipt of the following addenda is acknowledged:

Addendum No.	_____	Date:
Addendum No.	_____	Date:
Addendum No.	_____	Date:
Addendum No.	_____	Date:

If awarded the contract for the foregoing work, the undersigned bidder hereby agrees within fifteen (15) days of Owner's delivery of the formal construction contract agreement to bidder, to execute and return to Owner the performance and payment bond (if required) and evidence of all required insurance. If the bidder, in the event of acceptance of its bid by Owner, fails to execute the construction contract agreement, fails to furnish the payment or performance bond (if required) or to provide proof of all required insurance within the time specified herein, Owner may reject the bid

By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm that is debarred, suspended or otherwise ineligible to be awarded contracts by the United States Government.

The undersigned bidder further agrees that should this Bid be accepted, it will complete all of the work covered by these Contract Documents within 90 calendar days after the notice to proceed has been issued by Owner. Furthermore, once started, the undersigned bidder will proceed on an uninterrupted basis with the Work, except as otherwise authorized by the Owner.

The above Bid will be honored by the undersigned bidder for sixty (60) days after the formal bid opening date.

Respectively submitted,

\_\_\_\_\_  
Legal Name of Bidder

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_

**BID FORM**

Contract Lic # \_\_\_\_\_

Federal ID # \_\_\_\_\_

If awarded a Contract, our surety company will be:

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

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

\_\_\_\_\_

The Contractor agrees that for the duration of the Project \_\_\_\_\_ shall be its Project Manager and \_\_\_\_\_ shall be its Project Superintendent.

Project Manager contact #: \_\_\_\_\_

Project Superintendent contact #: \_\_\_\_\_

**NOTE: FOR THIS BID TO BE COMPLETE AND RESPONSIVE, THE FOLLOWING CHECKED DOCUMENTS NEED TO BE FULLY COMPLETED, EXECUTED AND ATTACHED TO THIS BID:**

- Completed and signed "Contract Agreement"
- Bid Form
- Contractors Qualification Statement
- List of Subcontractors
- Certificate Regarding Lobbying
- Equal Employer Opportunity Requirements
- Certificate Regarding Debarment/Suspension
- Current Contractor License
- Addendum (if any)

# CONTRACTOR'S QUALIFICATIONS STATEMENT

**Firm Name:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_  
\_\_\_\_\_

**Business Phone:** \_\_\_\_\_

**Emergency Phone:** \_\_\_\_\_

<p><b>This Firm is a:</b></p> <p><input type="checkbox"/> Corporation</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Sole Proprietorship</p> <p><input type="checkbox"/> Other: _____</p>	<p>How long has your organization been in business as a contractor? _____</p> <p>Federal ID #: _____</p> <p>State Registration #: _____</p>
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## Company Principals

**List Names and addresses of all principals, partners, officers, etc.:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Insurance & Bonding

<p>Liability &amp; Property Damage Insurance Company: _____</p> <p>Amount: \$ _____</p> <p>Policy #: _____</p> <p>Expiration Date: _____</p> <p>Agent: _____</p> <p>Agent Address: _____</p> <p>_____</p> <p>Agent Phone #: _____</p>	<p>Bonding Company: _____</p> <p>_____</p> <p>Amount: \$ _____</p> <p>Agent: _____</p> <p>Agent Address: _____</p> <p>_____</p> <p>Agent Phone #: _____</p>
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## CONTRACTOR'S QUALIFICATIONS STATEMENT

### Company References

Bank References: 1. _____ 2. _____ 3. _____	Supplier References: 1. _____ 2. _____ 3. _____
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The Criteria for responsibility set forth in WA State RCW 39.04.350 will be used to determine the responsibility of bidders. Please be aware that one of the primary factors in determining whether bidder has the necessary ability, capacity, skill & experience to be a responsible bidder for this Project shall be whether bidder has successfully completed the following as general contractor during the previous three (3) years:

A. At least three (3) similar Projects

Please attach to this **QUALIFICATION STATEMENT** a list of job descriptions and references addressing the above requirements in #A.

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1. Have you ever failed to complete any work after you signed a construction contract?  
(\*If yes, please note when, where and why)

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2. List the construction experience and skill certifications of the principal individuals in your firm:

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Please attach to this **QUALIFICATION STATEMENT** a copy of the following documents:

- Copy of Current Contractor License
- Copy of Current State Tax Certificate

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Contractor Signature

---

Contractor Name (printed)

---

Date

**LIST OF SUBCONTRACTORS  
THOSE PERFORMING MAJOR CATEGORIES OF WORK**

**PROJECT: The Fuller House – Women’s Sober Living Remodel Project**

**PROJECT #: 2024-4248-FULLERFULLREMODEL-01**

The bidder must submit as part of the bid the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract and whose subcontract amount will be more than 10% of the contract. The bidder must name itself for those major categories of work that does not intend to subcontract.

Failure to name its subcontractors, or itself, shall render the bidder’s bid non-responsive and, therefore, void.

Subcontractor Name	License Number	Major Category of Work	Estimated Percentage (%) of Contracted Amount
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____
9. _____	_____	_____	_____
10. _____	_____	_____	_____

**Attach additional sheets as needed for additional Subcontractors**

# Certification of Payments to Influence Federal Transactions

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

Section #00305  
LOBBYING  
Rev 10-04-23 BRI

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Applicant Name

---

Program/Activity Receiving Federal Grant Funding

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The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.  
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Signature	Date (mm/dd/yyyy)

## EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

The undersigned agrees to follow the Equal Opportunity Requirements, listed below:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following:
  - a. employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided advising the said labor union worker's representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

\_\_\_\_\_  
Kenneth Wilson  
Executive Director  
West Sound Treatment Center  
4060 Wheaton Way Suite F  
Bremerton, WA 98310

\_\_\_\_\_  
Date

\_\_\_\_\_  
CONTRACTOR'S NAME

\_\_\_\_\_  
CONTRACTOR'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
(Company Name)

# 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.

Section 00307  
DEBARMENT  
Rev 10-04-23 BFI

Applicant	Date
Signature of Authorized Certifying Official	Title

**INTERIM LIEN WAIVER AND RELEASE**

**TO WHOM IT MAY CONCERN:**

\_\_\_\_\_ (the "Releasing Party") has furnished labor or services, or supplied materials or equipment for construction on the \_\_\_\_\_ project (the "Project") at the property commonly know as \_\_\_\_\_, located at \_\_\_\_\_.

Upon payment to the Releasing Party of \$ \_\_\_\_\_, whether in cash, by check or by joint check, the Releasing Party waives and releases any and all liens, claims of lien, rights to lien, stop notices, rights to submit stop notices, suits, demands, claims, protests, damages, losses and expenses of any nature whatsoever (whether under statute, in equity or otherwise and whether received through assignment or otherwise) (each, individually, a "Claim") arising or accruing from the date of the last application for payment, which was dated \_\_\_\_\_, 20\_\_\_\_ (the "Previous Payment Application Date"), through the date hereof (the "Current Pay Period") against or with respect to \_\_\_\_\_ who/which is the owner of the Property, \_\_\_\_\_ which is the construction lender for the Project, any higher-tier consultant, contractor or subcontractor, or other party holding an interest in the Property (collectively, the "Released Parties"), or against or with respect to the Project, the Property, improvements to the Property and labor, services, materials, fixtures, apparatus and machinery furnished for the Property (collectively, the "Released Properties") except with respect any Claim for the retention to be withheld for the Current Pay Period of \_\_\_\_\_ [INSERT "N/A" IF NO RETAINAGE WITHHELD]. The Releasing Party hereby also acknowledges and agrees that it has been paid all amounts due and owing to it in connection with the Project through the Previous Payment Application Date, except retention withheld to date of \_\_\_\_\_ [INSERT "N/A" IF NO RETAINAGE WITHHELD], and represents and warrants that all parties who have furnished labor, services, materials or equipment to the Releasing Party or its lower tier consultants or subcontractors in connection with the Project have been paid all amounts due and owing to them through the Previous Payment Application Date.

If any Claim is made or filed by the Releasing Party or any of its consultants, subcontractors or suppliers against or with respect to any of the Released Parties or any of the Released Properties for labor, services, material or equipment covered by this Interim Lien Waiver And Release, then the Releasing Party (1) shall immediately release and discharge, or secure the release or discharge of, such Claim and (2) shall indemnify, defend and hold harmless the Released Parties from and against any and all costs, damages, expenses, court costs and attorney fees arising from such Claim or any litigation resulting from such Claim.

\_\_\_\_\_  
By: (Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Its; (Title)

\_\_\_\_\_  
(Date)



**\*\*[INDIVIDUAL ACKNOWLEDGEMENT]\*\***

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STATE OF WASHINGTON,                    )  
  ) ss:  
COUNTY OF \_\_\_\_\_)

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
is the person who appeared before me, and said person acknowledged that said person signed this instrument  
and acknowledged it to be said person's free and voluntary act for the uses and purposes mentioned in the  
instrument.

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

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
NAME AS COMMISSIONED

Notary public in and for the State of Washington,  
residing at: \_\_\_\_\_

My appointment expires: \_\_\_\_\_





**FINAL LIEN WAIVER AND RELEASE**

**TO WHOM IT MAY CONCERN:**

\_\_\_\_\_ (the "Releasing Party") has furnished labor or services, or supplied materials or equipment for construction on the \_\_\_\_\_ project (the "Project) at the property commonly know as \_\_\_\_\_, located at \_\_\_\_\_.

The Releasing Party hereby unconditionally waives and releases any and all liens, claims of lien, rights to lien, stop notices, rights to submit stop notices, suits, demands, claims, protests, damages, losses and expenses of any nature whatsoever (whether under statute, in equity or otherwise and whether received through assignment or otherwise) (each, individually, a "Claim") against or with respect to \_\_\_\_\_ who/which is the owner of the Property, \_\_\_\_\_ which is the construction lender for the Project, any higher-tier consultant, contractor or subcontractor, or other party holding an interest in the Property (collectively, the "Released Parties"), or against or with respect to the Project, the Property, improvements to the Property and labor, services, materials, fixtures, apparatus and machinery furnished for the Property (collectively, the "Released Properties") PROVIDED, that this waiver and release shall not be effective with respect to any retention withheld, which the Releasing Party represents to equal \_\_\_\_\_ [INSERT "N/A" IF NO RETAINAGE WITHHELD OR ALL RETAINAGE HAS BEEN RELEASED] as of the date hereof.

The Releasing Party expressly acknowledges that it has been paid all amounts due and owing to it for work, services, material or equipment in connection with the Project except retention to the extent indicated above, and the Releasing Party represents and warrants that all amounts due and owing to consultants, subcontractors and suppliers at every tier below the Releasing Party in connection with this Project have been paid.

If any Claim is made or filed by the Releasing Party or any of its lower tier consultants, subcontractors or suppliers against or with respect to any of the Releasing Parties or any of the Released Properties, then the Releasing Party (1) shall immediately release and discharge, or secure the release or discharge of, such Claim and (2) shall indemnify, defend and hold harmless the Released Parties from and against any and all costs, damages, expenses, court costs and attorney fees arising from such Claim or any litigation resulting from such Claim.

\_\_\_\_\_  
By: (Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Its; (Title)

\_\_\_\_\_  
(Date)



**\*\*[CORPORATE ACKNOWLEDGEMENT]\*\***

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STATE OF WASHINGTON,                     )  
   ) ss:  
COUNTY OF \_\_\_\_\_)

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
is the person who appeared before me, and said person acknowledged that said person signed this  
instrument, on oath stated that was authorized to execute the instrument and acknowledged it as the  
\_\_\_\_\_ of \_\_\_\_\_ a corporation, to be the  
free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

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

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
NAME AS COMMISSIONED

Notary public in and for the State of Washington,  
residing at: \_\_\_\_\_

My appointment expires: \_\_\_\_\_

**\*\*[PARTNERSHIP ACKNOWLEDGEMENT]\*\***

STATE OF WASHINGTON, )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as a general partner of \_\_\_\_\_ a partnership, to be the free and voluntary act of such partnership for the uses and purposes mentioned in the instrument.

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

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
NAME AS COMMISSIONED

Notary public in and for the State of Washington,  
residing at: \_\_\_\_\_

My appointment expires: \_\_\_\_\_

**PAYROLL**

Section 00403  
WH-347  
Rev 10-04-23 BRI



**For contractor's optional use; see instructions at dol.gov/agencies/whd/forms/wh347**

*Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.*

NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>	ADDRESS	OMB No. 1235-0008 Expires 09/30/2026
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PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
-------------	-----------------	----------------------	-------------------------

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. ORST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS		
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

**Public Burden Statement**

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210



Date \_\_\_\_\_

I, \_\_\_\_\_  
 (Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

\_\_\_\_\_ on the  
 (Contractor or Subcontractor)

\_\_\_\_\_;  
 (Building or Work)

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

\_\_\_\_\_ from the full  
 (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

– in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

– Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
----------------	-----------

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.



# NOTICE TO ALL EMPLOYEES

## Working on Federal or Federally Financed Construction Projects

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### MINIMUM WAGES

You must be paid not less than the wage rate in the schedule posted with this Notice for the kind of work you perform.

### OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 a week. There are some exceptions.

# APPRENTICES

# PROPER PAY

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

Section 0044  
WH-1321  
Rev. 10-04-23 BRL

If you do not receive proper pay, contact the Contracting Officer listed below:



or you may contact the nearest office of the Wage and Hour Division, U.S. Department of Labor. The Wage and Hour Division has offices in several hundred communities throughout the country. They are listed in the U.S. Government section of most telephone directories under:

**U.S. Department of Labor**  
**Employment Standards Administration**

WH Publication 1321  
Revised January 1986

☆ U.S. GOVERNMENT PRINTING OFFICE: 1988-209-866

U.S. Department of Labor Employment  
Standards Administration  
Wage and Hour Division



**A. APPLICABILITY**

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**(1) MINIMUM WAGES**

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

**(ii) Additional Classifications.**

- (A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(2) **Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) **Payrolls and basic records.**

(i) **Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) **Certified Payroll Reports.**

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
  - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
  - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by subparagraph (a)(3)(ii)(b).
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

- (iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### (4) Apprentices and Trainees.

- (i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the contractor’s or subcontractor’s registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

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If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- (6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- (7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of Eligibility.**
- (i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

- (ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

**(11) Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

## **B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **\$100,000**. As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

- (1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.
- (3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph B(2) of this paragraph.
- (4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

## **C. HEALTH AND SAFETY**

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds **\$100,000**.

- (1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2)** The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
- (3)** The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.



"General Decision Number: WA20230012 11/24/2023

Superseded General Decision Number: WA20220012

State: Washington

Construction Type: Building

County: Kitsap County in Washington.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	02/03/2023
3	08/25/2023
4	09/29/2023
5	11/24/2023

ASBE0007-002 06/01/2023

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 66.37	20.59

BRWA0001-010 06/01/2021

	Rates	Fringes
BRICKLAYER.....	\$ 46.14	17.18

CARP0030-009 06/01/2021

	Rates	Fringes
CARPENTER (Including Cabinet Installation, Drywall Hanging, Form Work and Metal Stud Installation).....	\$ 49.18	19.01
PILEDRIVERMAN.....	\$ 49.58	19.01

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIVERS

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following

listed cities:

Seattle	Olympia	Bellingham
Auburn	Bremerton	Anacortes
Renton	Shelton	Yakima
Aberdeen-Hoquiam	Tacoma	Wenatchee
Ellensburg	Everett	Port Angeles
Centralia	Mount Vernon	Sunnyside
Chelan	Pt. Townsend	

Zone Pay:

0 -25 radius miles	Free
26-35 radius miles	\$1.00/hour
36-45 radius miles	\$1.15/hour
46-55 radius miles	\$1.35/hour
Over 55 radius miles	\$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

Zone Pay:

0 -25 radius miles	Free
26-45 radius miles	\$ .70/hour
Over 45 radius miles	\$1.50/hour

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ELEC0046-006 08/07/2023

	Rates	Fringes
ELECTRICIAN.....	\$ 69.99	28.39

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ENGI0302-021 06/01/2022

	Rates	Fringes
Power equipment operators:		
Group 1A.....	\$ 54.20	24.47
Group 1AA.....	\$ 54.98	24.47
Group 1AAA.....	\$ 55.78	24.47
Group 1.....	\$ 53.40	24.47
Group 2.....	\$ 52.72	24.47
Group 3.....	\$ 52.12	24.47
Group 4.....	\$ 48.78	24.47

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-over 300 tons, or 300 ft of boom  
(including jib with attachments)

GROUP 1AA - Cranes 200 to 300 tons, or 250 ft of boom  
(including jib with attachments); Excavator/Trackhoe: Over  
90 metric tons

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom  
(including jib with attachments); Excavator/Trackhoe: over  
50 metric tons to 90 metric tons

GROUP 1 - Cranes 45 tons thru 99 tons, under 150 ft of boom  
(including jib with attachments); Excavator/Trackhoe: over  
30 metric tons to 50 metric tons; Dozer D-10; Screedman;  
Scrapers: 45 yards and over; Grader/Blade

GROUP 2 - Cranes, 20 tons thru 44 tons with attachments;  
Drilling machine; Excavator/Trackhoe: 15 to 30 metric tons;  
Horizontal/directional drill operator; Crane Oiler-100 Tons  
and Over; Compactor; Scraper: under 45 tons

GROUP 3 - Cranes-thru 19 tons with attachments; Dozers-D-9  
and under; Motor patrol grader-nonfinishing; Roller-Plant  
Mix; Crane Oiler under 100 tons; Excavator/Trackhoe: under  
15 metric tons; Forklift: 3000 lbs and over with  
attachments; Service Oiler; Concrete Pump;

GROUP 4 - Roller-other than plant mix; Forklift: under 3000  
lbs with attachments; Bobcat

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IRON0086-010 01/02/2023

	Rates	Fringes
IRONWORKER (Reinforcing, Structural and Ornamental).....	\$ 50.90	32.57

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LAB00252-006 06/01/2022

ZONE 1:

	Rates	Fringes
Laborers:		
GROUP 2.....	\$ 34.20	13.80
GROUP 3.....	\$ 42.86	13.80
GROUP 4.....	\$ 43.90	13.80

GROUP 5.....\$ 44.62 13.80

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON

- ZONE 1 - Projects within 25 radius miles of the respective city hall
- ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall
- ZONE 3 - More than 45 radius miles from the respective city hall

LABORERS CLASSIFICATIONS

GROUP 2: Flagman; Fence Erector

GROUP 3: General Laborer; Chipping Gun (under 30 lbs.); Form Stripping;

GROUP 4: Chipping Gun (over 30 lbs.); Concrete Saw Operator; Gunite; Pipe Layer; Vibrating Plate

GROUP 5: Mason Tender-Brick; Mason Tender-Cement/Concrete; Grade Checker; ; Asphalt Raker

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PAIN0005-029 07/01/2022

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 48.46	21.73

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PAIN0005-033 07/01/2022

	Rates	Fringes
PAINTER (Excluding Roller and Spray).....	\$ 35.95	13.23

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PAIN0188-005 07/01/2022

	Rates	Fringes
GLAZIER.....	\$ 54.45	21.20

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 PAIN1238-002 07/01/2022

	Rates	Fringes
SOFT FLOOR LAYER (Including Vinyl and Carpet).....	\$ 36.53	18.78

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 PLUM0026-016 06/01/2023

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 54.47	30.90

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 ROOF0054-009 06/01/2023

	Rates	Fringes
ROOFER (Includes Roof Tear Off, Waterproofing, and Installation of Metal Roofs).....	\$ 44.50	16.45

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 \* SFWA0699-002 07/01/2023

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 61.94	31.55

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 SHEE0066-024 06/01/2022

	Rates	Fringes
Sheet Metal Worker (Including HVAC Duct Installation).....	\$ 61.55	30.05

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 \* SUWA2009-025 05/22/2009

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 19.54	3.17
LABORER: Handheld Drill.....	\$ 17.17	5.36
LABORER: Irrigation.....	\$ 11.58 **	0.00
LABORER: Landscape.....	\$ 9.90 **	0.00
OPERATOR: Backhoe.....	\$ 26.45	7.47

OPERATOR: Loader.....	\$ 26.62	7.88
OPERATOR: Mechanic.....	\$ 24.33	4.33
PAINTER: Roller.....	\$ 25.40	0.00
PAINTER: Spray.....	\$ 25.40	0.00
TILE SETTER.....	\$ 18.38	2.90
TRUCK DRIVER: Dump Truck.....	\$ 26.70	9.85
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 19.80	1.27
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the



wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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The Fuller House 4248  
Forest Drive Ne,  
Bremerton, WA, 98310

**The Fuller House – Women’s Sober Living Remodel Project**  
**FULLER HOUSE REMODEL PROJECT –**  
**PHASE 1 SCOPE OF WORK**

The following SCOPE OF WORK represents the essence of the work to be accomplished on this project. All dimensions and quantities shall be field verified by contractor and noted in notes attached to the bid documents. ALL SCOPE OF WORK ITEMS shall be bid. Any deviations from the SCOPE OF WORK shall constitute a non-responsive bid. Alternatives to work items or suggestions for alternative methods for accomplishing the work shall be included in notes attached to bid documents, together with the cost for such alternatives. All work performed pursuant to this SCOPE OF WORK shall comply with all Codes, Ordinances and Regulations relating to this type of working force in Kitsap County, and shall be accomplished in a workmanlike manor according to the standards of the various trades represented. Owner reserves the right to delete SCOPE OF WORK items prior to contracting work.

**NOTE! Davis Bacon Works Requirements: This project is subject to Federal Labor Standards Provisions Davis Bacon wage laws as explained in HUD form 4010. All work performed on the project will be subject to the approved wage determination rates included in the bid documents.**

GENERAL DESCRIPTION: The removal, disposal and replacement of residence interior(s) on all (4) floors of home.

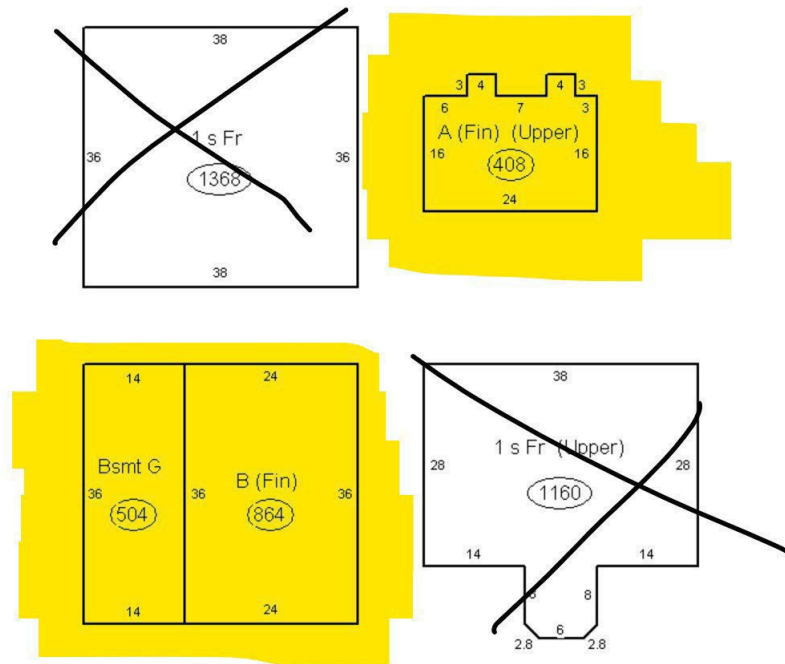
- Contractor shall furnish all materials, tools equipment, whether owned or rented, and all other supplies and services needed to complete this SCOPE OF WORK whether specifically listed or not
- Legally transport and dispose of, or pay for, removal of ALL demolition debris off-site.
- 

General Notes:

- This property was constructed in 1992 and consists of (4) levels, and is a multi- story residential home currently utilized as a group living facility. The county assessor’s describe the current property condition as of 12/9/2020 as “average”, with the construction quality of “good”, and is described by the county as “100 percent complete”. The home is listed as a “5 bedroom home, 1 half bath, 1 full bath.” The home is listed as being 3,800 square feet finished, 4,304 in total, it is the requirement of West Sound that all 4,304 square feet of the home be completed in “good” condition. The “un-finished” square footage is to be utilized as future- storage for the resident and must be in “good” condition.
- It is the responsibility of the contractor to thoroughly examine the site specifications and conditions under which work will be performed. Any work that cannot be performed per SCOPE OF WORK as specified will be immediately brought to the owner’s attention in writing.
- Commencing work without such notification will be considered as acceptance by the contractor of the conditions involved; any unsatisfactory work caused by improper or

defective existing conditions shall be replaced by the Contractor as directed by the owner at no additional cost.

- All efforts will be made to be respectful of tenants and property.
- Brand names, or “approved equals” must be used in the bid proposal, any deviation in the final workmanship is not allowed.



The Fuller House- Women's SLE Remodel Project- PHASE 1 SOW:

Phase 1 includes: Yellow highlighted area pictured, officially known in the auditor's file as: BSMT G/ B(FIN) & A(FIN) (UPPER), Commonly referred to by West Sound as BSMT = level "1" and FIN UPPER = level "4"

## General Worklist

### 1. Bsmt G

- The “Bsmt G” is the “unfinished” basement garage.
- The “Bsmt G” is to be “finished” to include: insulation, adequate lighting, clean space, with shelving for the storage of non-perishable, and perishable food items, clothing and belongings of residents coming in or vacating the home.
- Floor to ceiling shelving is to line the entire wall space of the 500 square feet.
- The middle of the room is to furnish an "European -style /industrial work table", similar to a “kitchen island” but industrial in nature, of maximum size leaving 3 feet of walking space on all sides. To be built by the contractor and permanently affixed to the floor. This work table will provide a place to setup art projects for the residents, make welcome home baskets, etc..
- Adequate lighting is to cover the 500 square feet.
- Interior paint is to be an “egg shell” family.
- The floor is to be epoxied, for a finished look and seal, but durable and indestructible, as this space will be utilized for move-ins and move-outs as well as craft projects. The epoxy color is to be a light neutral: white, beige, granite and/or swirl patterns is OK.

### 2. B ( Fin )

- The contractor is to complete the entire 864 square feet of “Finished” Basement with fresh interiors and amenities to include replacing **all** necessary (to good or better) current appliances and facilities (bathrooms, bedrooms, common spaces, closets, kitchenette area), without changing the existing structure/style/flow/or floor plan/ construction of the current space.
- Each item/element in the 864 square feet in “average” condition is to be left in “good” or better condition.
- The contractor is to paint the interior an “egg shell”.
- Flooring is to be in “good” condition, the flooring of choice is similar or equal to: “LOWE’S SMARTCORE PRO WATERPROOF VINYL MODEL # LX92507031” also known as “1035293”. The contractor may deviate in color, dependent upon availability, but the color must remain a neutral shade, no “blues” or “reds”, etc..
- Common area directly in front of the kitchenette is to have built-in “banquette style seating” similar to:  
<https://www.homedepot.com/p/Linon-Home-Decor-Rockhill-Natural-and-White-Backless-Nook-62-in-L-x-16-50-in-D-x-18-25-in-H-THD03576/320868997>  
For the residents to congregate with each other and their children and complete meals or book studies, etc. Seating for 8-12.
- All closets are to have “closet systems” similar to or greater than:  
<https://www.homedepot.com/p/ClosetMaid-Selectives-60-in-W-120-in-W-White-Wood-Closet-System-5702900/100597849>
- Lighting fixtures are to be replaced as needed to provide “good or better” lighting to the residents.
- Window panes to be replaced as needed to be in “good” or better condition.

3. A (Fin) (Upper)

- All 408 Square feet of this “finished” space is to be “refreshed” from “average” condition to “good or better”.
- The contractor is to paint the interior an “egg shell”.
- Lighting fixtures are to be replaced as needed to provide “good or better” lighting to the residents.
- Flooring is to be in “good” condition, the flooring of choice is similar or equal to: “LOWE’S SMARTCORE PRO WATERPROOF VINYL MODEL # LX92507031” also known as “1035293”. The contractor may deviate in color, dependent upon availability, but the color must remain a neutral shade, no “blues” or “reds”, etc..
- Wall to wall floor to ceiling shelving for the residents to store their belongings on (2) or more of the walls in this space along the entirety. For example, the shelving may run along one 24 foot wall, and one 16 foot wall, OR both 16’ foot walls, or 24 foot wall & the opposite wall (also 24 feet in length but asymmetrical in shape); The wall to wall shelving on 2 or more walls can make an “L in the room” or run “parallel to one another”, dependent upon contractor’s preference.
- Window panes to be replaced as needed to be in “good or better” condition.

**PHASE ONE  
END OF SCOPE**

The Fuller House 4248  
Forest Drive Ne,  
Bremerton, WA, 98310

**The Fuller House – Women’s Sober Living Remodel Project**  
**FULLER HOUSE REMODEL PROJECT –**  
**PHASE 2 SCOPE OF WORK**

The following SCOPE OF WORK represents the essence of the work to be accomplished on this project. All dimensions and quantities shall be field verified by contractor and noted in notes attached to the bid documents. ALL SCOPE OF WORK ITEMS shall be bid. Any deviations from the SCOPE OF WORK shall constitute a non-responsive bid. Alternatives to work items or suggestions for alternative methods for accomplishing the work shall be included in notes attached to bid documents, together with the cost for such alternatives. All work performed pursuant to this SCOPE OF WORK shall comply with all Codes, Ordinances and Regulations relating to this type of working force in Kitsap County, and shall be accomplished in a workmanlike manor according to the standards of the various trades represented. Owner reserves the right to delete SCOPE OF WORK items prior to contracting work.

**NOTE! Davis Bacon Works Requirements: This project is subject to Federal Labor Standards Provisions Davis Bacon wage laws as explained in HUD form 4010. All work performed on the project will be subject to the approved wage determination rates included in the bid documents.**

GENERAL DESCRIPTION: The removal, disposal and replacement of residence interior(s) on all (4) floors of home.

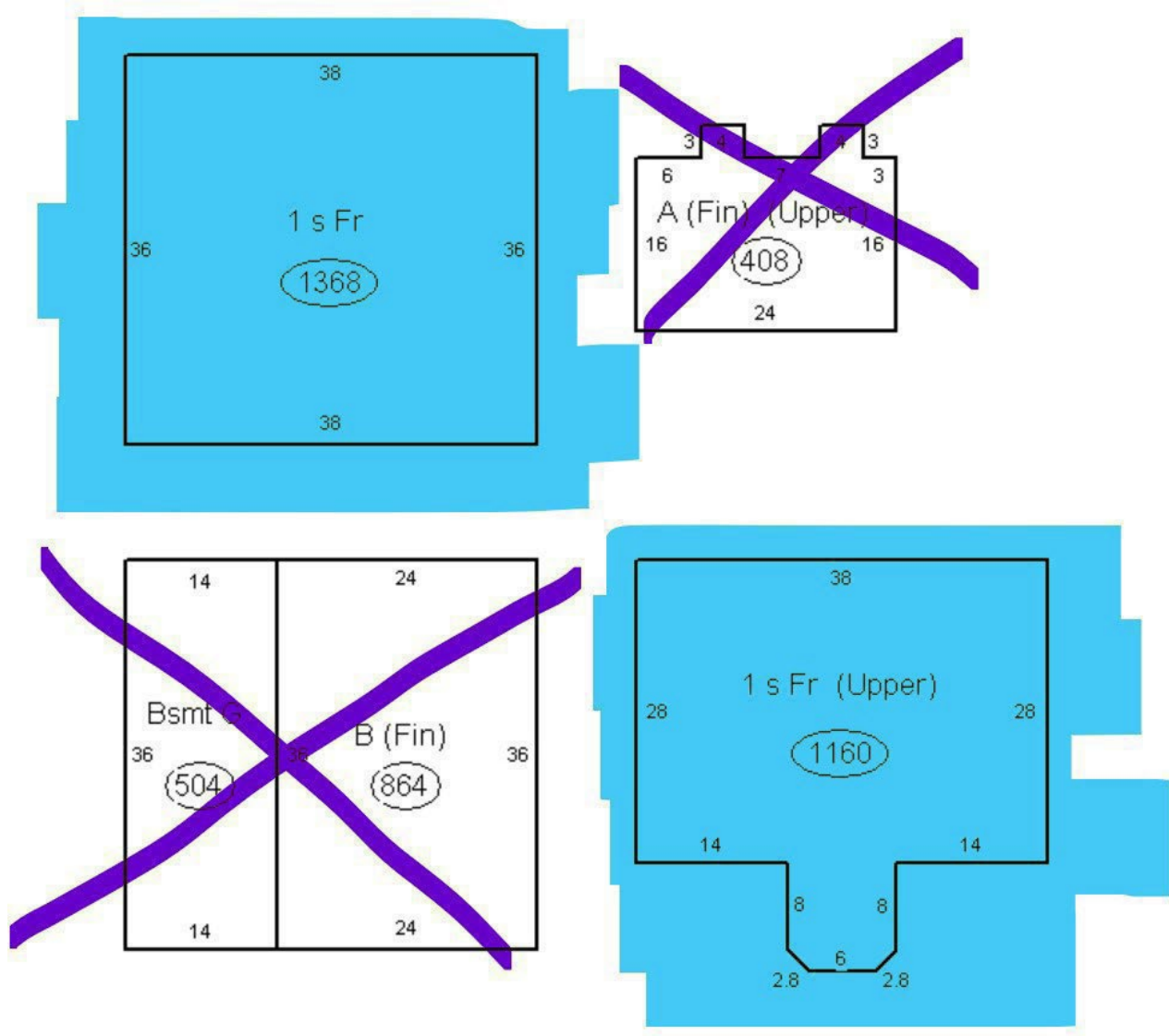
- Contractor shall furnish all materials, tools equipment, whether owned or rented, and all other supplies and services needed to complete this SCOPE OF WORK whether specifically listed or not
- Legally transport and dispose of, or pay for, removal of ALL demolition debris off-site.

General Notes:

- This property was constructed in 1992 and consists of (4) levels, and is a multi- story residential home currently utilized as a group living facility. The county assessor’s describe the current property condition as of 12/9/2020 as “average”, with the construction quality of “good”, and is described by the county as “100 percent complete”. The home is listed as a “5 bedroom home, 1 half bath, 1 full bath.” The home is listed as being 3,800 square feet finished, 4,304 in total, it is the requirement of West Sound that all 4,304 square feet of the home be completed in “good” condition. The “un-finished” square footage is to be utilized as future- storage for the resident and must be in “good” condition.
- It is the responsibility of the contractor to thoroughly examine the site specifications and conditions under which work will be performed. Any work that cannot be performed per SCOPE OF WORK as specified will be immediately brought to the owner’s attention in writing.
- Commencing work without such notification will be considered as acceptance by the contractor of the conditions involved; any unsatisfactory work caused by improper or defective existing conditions shall be replaced by the Contractor as directed by the owner at no additional cost.



- All efforts will be made to be respectful of tenants and property.
- Brand names, or “approved equals” must be used in the bid proposal, any deviation in the final workmanship is not allowed.



The Fuller House- Women's SLE Remodel Project- PHASE 2 SOW:

Phase 2 includes: Blue highlighted area pictured, officially known in the auditor's file as: 1 s Fr & 1 s Fr (Upper), Commonly referred to by West Sound as 1 s Fr = level "2" and 1 s Fr (Upper) = level "3"

## General Worklist

### 4. 1 s Fr

- The “1 s Fr” is the home’s main living space, to include entryway, kitchen, dining, living, pantry, and restroom facilities.
- The contractor is to complete the entire 1368 square feet of “Finished” “1 s Fr” with fresh interiors and amenities to include replacing **all** necessary (to good or better) current appliances and facilities (bathroom(s), living/dining and common spaces, hallways, pantry/closets, kitchen), without changing the existing structure/style/flow/or floor plan/ construction of the current space.
- The contractor is to paint the interior an “egg shell”.
- With the exception of recently replaced flooring the following applies: Flooring is to be in “good” condition, the flooring of choice is similar or equal to: “LOWE’S SMARTCORE PRO WATERPROOF VINYL MODEL # LX92507031” also known as “1035293”. The contractor may deviate in color, dependent upon availability, but the color must remain a neutral shade, no “blues” or “reds”, etc..
- All closets/pantries are to have “closet systems” similar to or greater than:  
<https://www.homedepot.com/p/ClosetMaid-Selectives-60-in-W-120-in-W-White-Wood-Closet-System-5702900/100597849>
- Lighting fixtures are to be replaced as needed to provide “good or better” lighting to the residents.
- Window panes to be replaced as needed to be in “good” or better condition.
- All kitchen cabinets are to be replaced, to include island. The cabinet boxes are to be plywood or greater, no mdf or particle board. The cabinet doors may be MDF minimum, no particle board. Cabinets are to be in a neutral color, grey (or dark grey) is preferred. Countertops must be durable, sealed waterproof butcher blocks or greater.

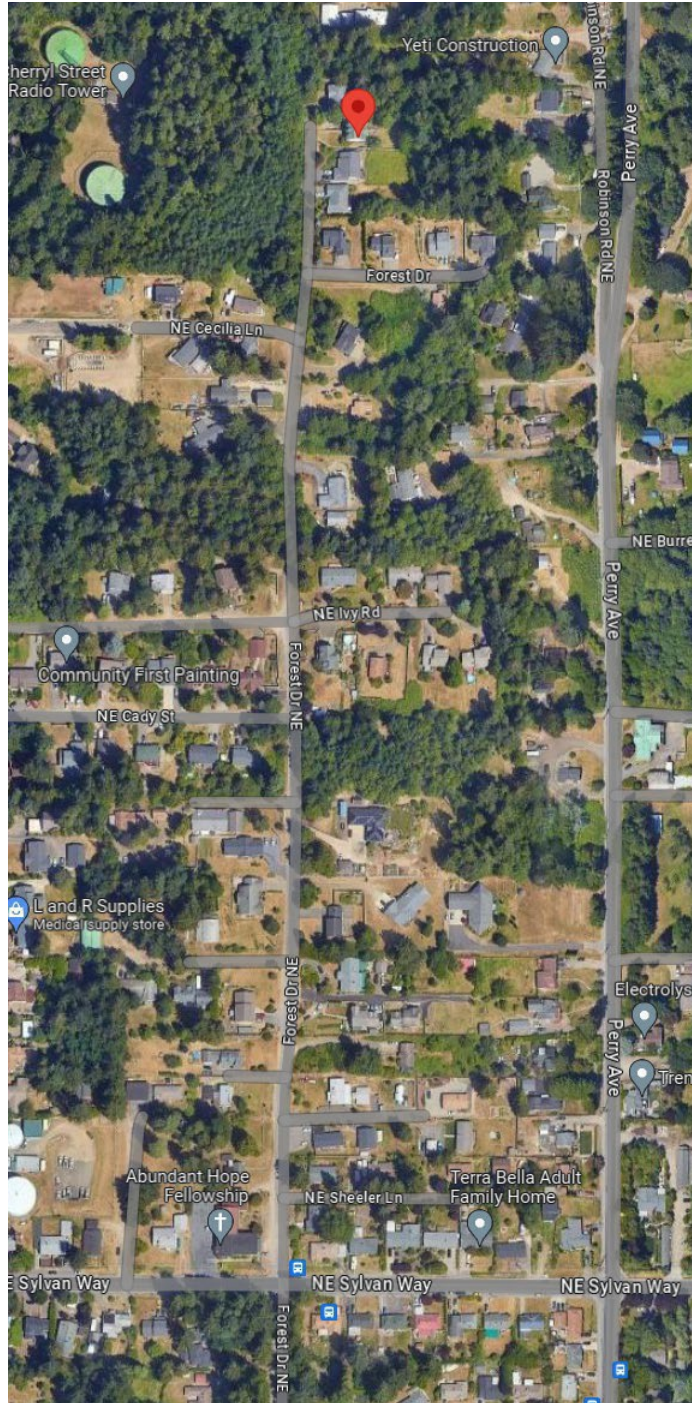
### 5. 1 s Fr (Upper)

- The contractor is to complete the entire 1164 square feet of “Finished” “1 s Fr Upper” with fresh interiors and amenities to include replacing **all** necessary (to good or better) current appliances and facilities (bathrooms, bedrooms, hallways, closets, laundry area), without changing the existing structure/style/flow/or floor plan/ construction of the current space.
- Each item/element in the 1160 square feet in “average” condition is to be left in “good” or better condition.
- The contractor is to paint the interior an “egg shell”.
- With the exception of recently replaced flooring the following applies: Flooring is to be in “good” condition, the flooring of choice is similar or equal to: “LOWE’S SMARTCORE PRO WATERPROOF VINYL MODEL # LX92507031” also known as “1035293”. The contractor may deviate in color, dependent upon availability, but the color must remain a neutral shade, no “blues” or “reds”, etc..
- All closets are to have “closet systems” similar to or greater than:  
<https://www.homedepot.com/p/ClosetMaid-Selectives-60-in-W-120-in-W-White-Wood-Closet-System-5702900/100597849>
- Lighting fixtures are to be replaced as needed to provide “good or better” lighting to the residents.

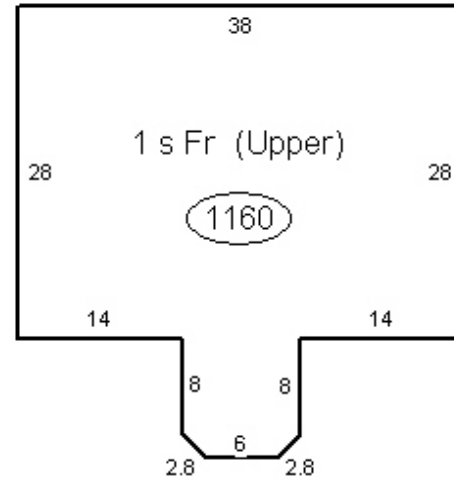
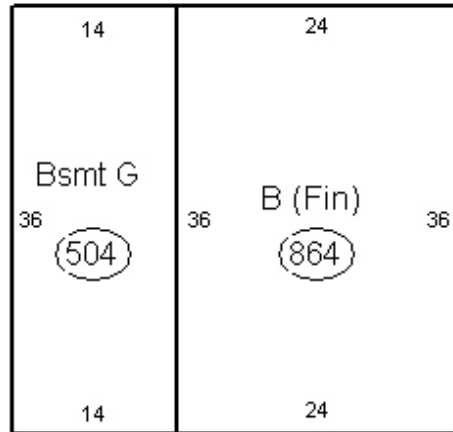
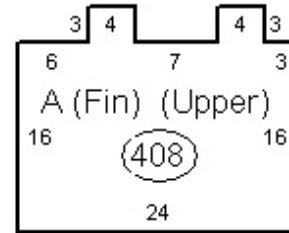
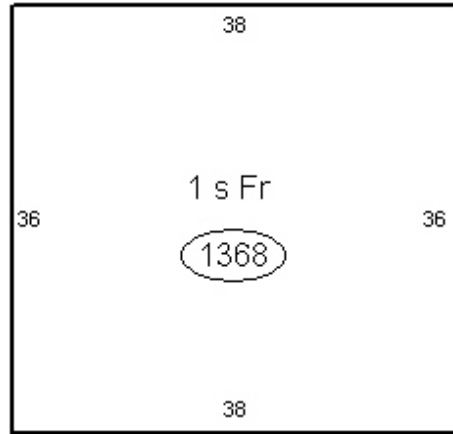
- Window panes to be replaced as needed to be in “good” or better condition.

**PHASE TWO  
END OF SCOPE**

**Fuller House- Building Location**  
**4248 Forest Drive Ne,**  
**Bremerton, WA, 98310**  
*Crosses with NE Sylvan Way, one block up from Perry Avenue.*



**Fuller House- Floor Plan**  
**4248 Forest Drive Ne,**  
**Bremerton, WA, 98310**  
**includes (4) levels and a total of 4,304 square feet.**



Addendum A  
Photos & Walk Through Opportunities

**Photos:**

If you would like to receive a copy of The Fuller House's interior photos for reference to this bid please email our Operations Manager: [Michelle.Vargo@wstcs.org](mailto:Michelle.Vargo@wstcs.org), if you do not receive (70+) photos within (24) hours please reach out to [development@wstcs.org](mailto:development@wstcs.org).

**Walk Through Opportunities:**

An informal, optional, in-person walkthrough is scheduled at the Fuller House.

DATE: February 15, 2024

TIME: 10:00 AM

WSTC STAFF MEMBER: Michelle Vargo, Operations Manager