

EXHIBIT C

SMALL WORKS CONTRACT

Between: City of Port Townsend and _____

For: 2019 City-wide Striping

Commencing: _____

Terminating: _____

Amount: \$ _____

THIS AGREEMENT, made and entered _____, 20__ by and between the CITY OF PORT TOWNSEND, a Washington municipal corporation (the "City") and _____, a _____ corporation/partnership, (the "Contractor").

RECITALS

WHEREAS, the City is desirous of contracting with Contractor for **2019 City-wide Striping**; and

WHEREAS, pursuant to the invitation of the Owner extended through the Port Townsend Public Works Small Works Roster, the Contractor did, in accordance therewith, file with the Owner a proposal containing an offer which was invited by said notice; and

WHEREAS, the Owner has heretofore determined that said offer was the lowest responsive and responsible bid submitted;

NOW THEREFORE, in consideration of the terms and conditions contained in this Contract, the parties covenant and agree as follows:

1. Scope of Work to be Accomplished. The Contractor shall do all the work, including all construction and services, and furnish all tools, materials and equipment for the **2019 City-wide Striping** in accordance with and as described in the attached contract documents and shall perform any alterations in or additions to the work as provided under this Contract. The Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this Contract, unless otherwise specified in the attached Contract Documents.

2. Contract Documents. The Contract between the parties includes this Contract, along with the attached Bid Documents, Bid Proposal (Exhibit A), Mandatory Bidder Criteria (Exhibit B), Performance Bond (Exhibit E), Payment Bond(Exhibit F) and Retainage, Insurance and Indemnity Requirements (Exhibit D), which are hereby incorporated by reference and made a part of this Contract as if set forth in full, and shall be referred to herein as the "Contract Documents".

EXHIBIT C

3. City Responsibility/Payment. The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials to do and cause to be done the above described Work and to complete and finish the same according to the attached plans and specifications, and the terms and conditions contained in this Contract. The City agrees to pay the Contractor for the actual work completed according to the Scope of Work, the sum of \$_____.

4. Time of Performance/Liquidated Damages. Work shall start within _____ days of execution of this Contract and shall be physically complete within 5 calendar days from the Notice to Proceed. If the work is not completed within the time specified, the Contractor agrees to pay to the City the sum of \$100.00 for each and every day the work remains uncompleted after expiration of the specified time, as liquidated damages.

5. Warranties/Guaranty.

5.1. The Contractor warrants to the City that any materials and equipment furnished under this Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

5.2. The Contractor for him/herself, and for his/her heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor. Contractor shall be responsible for and shall indemnify and hold the City harmless from any damage or expense by reason of failure of performance as specified in the Contract Documents or from defects appearing or developing in the material or workmanship provided or performed under the Contract Documents within a period of one year after its acceptance thereof by the City.

6. Change Orders. Minor changes in the Work, in the amount of the Contract sum, or in the time for completion of the Work may be accomplished only by a written document, signed by the Contractor and City Manager or their designee on behalf of the City. Once effective, the Contractor shall proceed promptly with the Work as modified, unless otherwise provided in the change order.

7. Insurance. The Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The Contractor shall provide a Certificate of Insurance evidencing per Exhibit D Insurance & Indemnity Requirements for Construction Projects.

8. Performance Bond/Statutory Retainage/Prevailing Wages.

8.1. Performance Bond. A Performance Bond in the amount of 100-percent of the contract price, with a corporate surety, approved by the City, will be required for the faithful performance of the contract.

EXHIBIT C

8.2. Payment Bond. A Payment Bond in the amount of 100-percent of the contract price, with a corporate surety, approved by the City, will be required for payment of workers and suppliers.

8.3. Payment Bond. A Payment Bond in the amount of 100-percent of the contract price, with a corporate surety, approved by the City, will be required for payment of workers and suppliers.

8.4. Retainage In Lieu of Bonds. On contracts under \$150,000, the Contractor may request that the City retain 10-percent of the contract amount in lieu of obtaining a Performance Bond and Payment Bond.

8.5. Prevailing Wages. Pursuant to RCW Chapter 39.12.040, prior to payment by the City, the Contractor shall complete and receive an approved "Statement of Intent to Pay Prevailing Wages," for itself and every subcontractor through the Department of Labor and Industries. Following the final acceptance of the project, the Contractor must submit, on behalf of itself and each and every subcontractor, an "Affidavit of Wages Paid" before the funds retained under subsection 8.3 of this Contract are released to the Contractor.

9. City Business License Required. The Contractor must obtain a City of Port Townsend Business License before any payment under the Contract can be made.

10. Assignment/Delegation. The Contractor shall not assign this Contract nor delegate any duties hereunder without prior written consent of the City, which consent may be withheld by the City in its sole subjective discretion for any cause whatsoever.

11. Applicable Law, Venue. This Contract shall be subject to, and the Contractor shall at all times comply with, all applicable state and local laws, regulations, rules and provisions of the Port Townsend Municipal Code and ordinances of the City of Port Townsend. Venue for any action hereunder shall be in Jefferson County.

12. Termination. This Contract can be terminated by either party upon default in performance of the other party, if such default is not cured within 10 days of notice thereof, and upon notification of intent to terminate this Contract in writing 30 days prior to the date of termination. In case of default, the non-defaulting party shall have any and all remedies available to it in law or equity.

13. Notices. Any notice required by this Contract may be delivered personally or mailed, certified with return receipt requested. If mailed, notice shall be deemed given upon the first business day after the date of the postmark. Notices shall be delivered or mailed to the following:

TO CITY:
City of Port Townsend Public Works Department
Attn: Brian Reid
1818 Beech Street
Port Townsend, WA 98368
(360) 344-3043
breid@cityofpt.us

TO CONTRACTOR:

14. Independent Contractor. For all purposes, the Contractor shall be deemed an independent contractor and shall not be deemed an employee of the City.

EXHIBIT C

- 15. Waiver. Waiver by the City of any breach of any term or condition of this Contract shall not be construed as a waiver of any other breach.
- 16. Attorney’s Fees. In the event any action is brought by either party to enforce the terms of this Contract or for breach of this Contract by the other party, the parties agree that the non- prevailing party shall pay to the prevailing party reasonable attorney’s fees and costs and disbursements incurred by such party.
- 17. Entire Contract. This Contract, together with all Bid Documents referred to herein, constitutes the entire agreement between the parties hereto.
- 18. Binding Effect. This Contract shall be binding upon the parties, their heirs, personal representatives, successors and assigns.
- 19. Modification. No modification of this Contract shall be of any force or effect, unless in writing signed by the parties.
- 20. Corporate Authority. Each individual executing this Contract is duly authorized to execute and deliver this Contract on behalf of the corporation in accordance with a duly adopted resolution of the Board of Directors of the corporation, or in accordance with the By Laws of said corporation, and that this Contract is binding upon the corporation in accordance with its terms. A certified copy of such resolution shall be furnished to the City within ten (10) days of the date of the execution of this Contract.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed as of the day and year first written above.

CITY OF PORT TOWNSEND

{Contractor}

By:

By:

David Timmons, City Manager

Date:

Date:

Approved as to form:

Heidi Greenwood, City Attorney