

CONSTRUCTION CONTRACT – SMALL WORKS
NORTHEAST SAMMAMISH SEWER & WATER DISTRICT

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ by and between NORTHEAST SAMMAMISH SEWER & WATER DISTRICT, a Washington municipal corporation (District) and _____ (Contractor):

R E C I T A L S:

A. District requires certain work to be performed (Work) in accordance with the Exhibit A. Exhibit A is incorporated herein by reference.

B. The cost of the Work is less than \$350,000 and, therefore, solicitations for bids have been requested from contractors registered on District's Small Works Contractor Roster. Alternatively, District has declared an emergency with respect to the Work.

C. Contractor has submitted a quote for the Work. District desires authorize Contractor to perform the Work in accordance with the terms set forth below. Now, therefore,

IN CONSIDERATION of the mutual covenants herein contained, the parties hereby agree as follows:

1. **Work.** Contractor shall perform all the Work described in Exhibit A in a good and workmanlike manner and shall furnish, all supplies and materials, all supervision, labor, tools, equipment and transportation necessary to perform the Work. The contract price for such work shall be \$_____ ("Contract Price") which includes Sales Tax.

2. **Notice to Proceed.** The Work shall not commence until District has given notice to proceed.

3. **Completion of Work.** Contractor shall complete the Work on or before _____, which shall be the Completion Date. The Contract Price shall be reduced by \$100 per day for each regular work day beyond the Completion Date the Work is not completed. The parties agree that damages are difficult to estimate and that this sum per day is a reasonable estimate of the District's damages in the event Contractor fails to timely complete the Work. Contractor shall have the risk of loss or damage for all finished or partially finished work and all stored materials until the entire Contract is accepted by Owner.

4. **Inspection/Acceptance.** The Work shall not be accepted until inspected and approved by the District. District shall have the right to inspect the Work at all times. No portion of the Work shall be covered up until approved by District.

5. **Payment.** District shall pay Contractor the Contract Price upon District's acceptance of the Work.

6. **Breach by Contractor.** In the event of a breach of this agreement by Contractor, District is authorized, upon notice to Contractor, to cause the Work to be completed at Contractor's expense. This remedy is cumulative and is in addition to all other remedies available to the District.

7. **Rights-of Way/Permits.** The District shall provide all easements, rights-of-way and permits necessary for the Work. Contractor shall comply with all permit requirements and conditions at no additional cost to District.

8. **Warranty.** Contractor warrants that Work shall remain in proper working order and condition for one year after the date of acceptance by District and agrees to make such repairs and replacements, including without limitation all labor, materials, and equipment necessary therefore at Contractor's sole expense.

9. **Hold Harmless and Indemnity.** Contractor shall defend, indemnify and hold District, its officers, Commissioners, employees and agents harmless from any and every claim, risk of loss, damage, demand, suit, judgment and attorneys' fees, and all other expenses and liabilities of every nature and description, whether on account of injury to or death of all persons or damage to property, including loss of use resulting therefrom, and including attorney fees, in connection with the work performed under this contract, or caused or occasioned in whole or in part by reason of the presence of Contractor in performing any other work, except only for those losses resulting solely from the negligence of District, its officers, employees and agents.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Contractor and District, its members, officers, employees and agents, Contractor's liability hereunder shall be only to the extent of Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Contractor's waiver of immunity under industrial insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually

negotiated by the parties.

10. **Compliance.** Contractor shall comply with all federal, State and local laws, regulations and ordinances governing, controlling or limiting in any way the Work or the persons engaged in the Work, including, but not limited the prevailing wage requirements of State of Washington, RCW Ch. 39.12, and requirements of RCW 39.04.350 including those for public works training (section 1(f) and wage payment statutes (section 1(g)) and provide the certification required under RCW 39.04.350(2) which is attached at Exhibit B and incorporated herein.

11. **Safety.** The Contractor shall be solely and completely responsible for all safety conditions on or near the construction site, including without limitation a) the safety of all persons, including workman, and property during performance of the work; b) trench safety; and c) traffic control. The services of the District's or engineer's personnel in conducting construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's work methods, equipment, bracing, scaffolding, or trenching, or safety measures in, on, or near the construction site. Contractor shall provide safe access for the District and its inspectors to adequately inspect the quality of work and the conformance with project specifications

12. **Insurance.** Contractor shall obtain and continuously carry during the term of this agreement all such insurance as may be required by District. A copy of District's insurance requirements is attached hereto as an Addendum and is incorporated by reference as if set forth in full herein.

13. **Attorneys' Fees.** In the event any party hereto engages counsel to enforce any of the terms hereof, the non-prevailing party in any resulting court proceeding, arbitration or mediation shall pay to the prevailing party a reasonable attorney fee and costs incurred.

14. **Entire Agreement.** This agreement represents the entire agreement between the parties hereto.

SIGNED as of the date first appearing above.

DISTRICT

CONTRACTOR

NORTHEAST SAMMAMISH SEWER &
WATER DISTRICT

By _____

By _____
General Manager

EXHIBIT A DESCRIPTION OF WORK TO BE PERFORMED

(INSERT DESCRIPTION OF WORK. IF NEEDED REFER TO PLANS AND SPECIFICATIONS)

EXHIBIT B

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (**INSERT DATE**), the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as 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.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State or country

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*