



Port of Skagit

SMALL WORKS CONTRACT

SWIFT Center Bldg #22 (Plumbing and Carpentry Shop) and Bldg #25 (Planer Shop) Roofing Project

CONTRACT No. _____

THIS CONTRACT, made and is effective as of the date last signed by a party below by, between the Port of Skagit County, a Washington public port district (“Owner”), and [Contractor Name], a Limited Liability Corporation (“Contractor”).

WITNESSETH:

In consideration of the terms and conditions contained herein, the parties hereto covenant and agree as follows:

I.

This Contract shall include the following documents:

1. Drawings and Specifications, if any, by RMC Architects, PLLC attached as Exhibit [__].
2. Invitation to Bid attached as Exhibit [__].
3. Contractor’s bid submitted [Month] [Day], [Year] attached hereto and incorporated herein as Exhibit [__].

II.

The Owner shall obtain and pay for all necessary permits and the Contractor submit all required notifications, and shall perform the obligations in accordance with the bid submitted by the Contractor dated [Month] [Day], [Year] attached hereto as Exhibit [__], and as described in the Scope of Work (collectively “the Work”), prepared by the Owner for the **SWIFT Center Bldg #22 (Plumbing and Carpentry Shop) and Bldg #25 (Planer Shop) Roofing Project**, and shall perform any alterations or additions to the same provided under this Contract and every part thereof. Work shall commence as of **August 1, 2022** and be fully complete no later than **September 30, 2022**.

The Contractor shall provide and bear the expense of all equipment, labor, and material not furnished by the Owner of any sort whatsoever, that may be required to perform the Work

provided for in this Contract, and every part thereof, and warrants that the Work will be built per plans and specifications and shall be free of defects or deficiencies in products and workmanship for a period of one (1) year after the date of the Owner's written acceptance of the same. Contractor shall promptly remedy any defect or deficiency discovered or occurring in such one (1) year period.

III.

As a condition of this Contract, Contractor shall, prior to commencing Work, obtain and furnish separate good and sufficient performance and payment bonds payable to the Port of Skagit County, a Washington state port district created pursuant to Title 53 RCW, and the State of Washington as secondary payee, in the full amount of the Contract Price, including sales tax, with a surety company as surety, conditioned that Contractor shall faithfully perform all the provisions of this Contract and pay all laborers, mechanics, and subcontractors and materialmen, and all persons who supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work and make payment to the State of Washington Department of Labor & Industries, State of Washington Employment Security Department, and the State of Washington Department of Revenue in such amounts as may be due from Contractor.

IV.

The Owner hereby agrees to pay to Contractor [**Contract Dollar Amount**] (\$_____) (“Contract Price”) for the Work upon satisfactory completion and written acceptance of the same. This includes the base price of [**Base Price**], plus sales tax (8.6%) in the amount of [**Tax Amount**].

V.

Owner, pursuant to RCW 60.28.011, shall retain five percent (5%) of all payments. Payment of the retained amount shall be withheld for a period of forty-five (45) days following the final acceptance by the Owner and shall be paid to the Contractor at the expiration of said forty-five (45) days provided the following conditions, and those stated in Paragraph IX below concerning prevailing wage requirements, are met:

- A. Required releases have been obtained from the State of Washington Department of Labor & Industries, State of Washington Employment Security Department, the State of Washington Department of Revenue and all other departments and agencies having jurisdiction over the activities of the Contractor; and
- B. Any claim filed pursuant to Chapter 60.28 RCW by any of the following shall be fully settled and released: All persons, mechanics, subcontractors or

materialmen who shall have performed any labor pursuant to the Work contemplated herein or the doing of said Work, and all persons who shall supply such person or persons or subcontractors with provisions and supplies for the carrying on of such work.

In the event claims are filed, the Contractor may be paid from the retained amount less an amount sufficient to pay any such claims together with a sum determined by the Owner as sufficient to pay the cost of such claims and its attorney's fees.

VI.

The Contractor for itself, and for its 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 to be performed.

VII.

It is agreed by Contractor that no liability shall attach to the Owner by reason of entering into this Contract, except as expressly provided herein. Contractor shall save, hold harmless, and indemnify Owner and its elected officials, employees, agents and insurers from any claim of personal injury or damage to property made by any third party and related to the performance of the Work contemplated herein. Said duty to indemnify shall extend to and include any claim made by an employee of Contractor, for which (and only for which) Contractor hereby waives its immunity under the Washington Industrial Insurance Act. Contractor's duty of indemnity shall include the obligation to pay any attorney fees incurred by Owner to defend such claims and/or any amount paid as settlement as a judgment related thereto.

VIII.

Contractor shall obtain and keep in force during the entire duration of this Contract a comprehensive policy of liability insurance naming the Owner as an insured with liability limits of \$1,000,000.00 bodily injury and \$1,000,000.00 property damage per occurrence. Written proof of such insurance shall be provided to Owner prior to Contractor undertaking any Work hereunder. Contractor shall arrange that its insurer or insurance broker shall provide to the Owner no less than fifteen (15) days' written notice of intended cancellation or modification of the terms of such policy. Should the insurance required hereby lapse or be terminated in any manner, Owner may, at its sole option, pay for and place such insurance itself and charge the costs thereof back to Contractor.

IX.

The Contractor shall include the language of this section in each of its first-tier subcontracts and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the Owner, the Contractor shall promptly provide documentation to the Owner demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

At the time of subcontract execution, the Contractor shall verify that each of its first-tier subcontractors meets the following responsibility criteria:

1. Hold a current certificate of registration in compliance with Chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Industrial Insurance (worker's compensation) coverage for the subcontractor's employees working in Washington, as required by Title 51 RCW;
 - b. A Washington Employment Security Department Number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW,
 - e. An elevator contractor license, if required by Chapter 70.87 RCW;
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
5. Have received training on the requirements related to public works and prevailing wage under this chapter and chapter 39.12 RCW in compliance with all other requirements of RCW 39.04.350 (1) (f); and
6. 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.

X.

Any and all disputes or claims, in any amount and whether the remedy sought is damages or equitable relief, between the Contractor and Owner shall be resolved through arbitration conducted pursuant to the provisions in the Revised Code of Washington, the Rules for Superior Court and Skagit County Superior Court Local Rules pertaining to Mandatory

Arbitration. Appeal shall be limited to that provided in Chapter 7.04 RCW. The arbitrator's award may be enforced by any lawful method in Superior Court. Venue shall be in Skagit County. The prevailing party in any arbitration or suit to compel commencement of arbitration or to enforce an arbitrator's award shall receive an award of costs with attorney fees, including those incurred on appeal.

XI.

This is a prevailing wage project. The prevailing rate of wages to be paid all workers, laborers, or mechanics employed, whether by Contractor or any subcontractor in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the applicable rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the locality or localities where this Contract will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this Contract as though fully set forth herein.

In case any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State and their decision therein shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060, as amended.

No payment shall be made to the Contractor on behalf of itself or its Subcontractors until an approved "Intent to Pay Prevailing Wage" statement is provided to the Owner. Retainage will not be released until all "Affidavit of Wages Paid" statements are received by the Owner.

XII.

This Contract shall be effective when executed by the last of all the parties.

XIII.

Should any portion, part or particular of this Contract be invalidated for any reason, the remaining portions, parts and particulars shall continue in full force and effect. This Contract contains the full understandings between the parties and any prior discussions, negotiations, and writings of any time, to the extent applicable, are integrated herein.

IN WITNESS WHEREOF this Contract is hereby executed by the parties.

OWNER:
PORT OF SKAGIT COUNTY

CONTRACTOR:
[CONTRACTOR'S NAME]

Signature

Signature

Date

Date

BY Sara K. Young
TITLE Executive Director

BY _____
TITLE _____

Address for giving notices:

Port of Skagit County
15400 Airport Drive
Burlington, WA 98233

Address for giving notices:

[Name]
[Address]
[City, State, Zip]

Contractor's License Number: _____

Unified Business ID Number: _____