LIMITED PUBLIC WORKS CONTRACT FOR THE CITY OF LANGLEY

THIS CONTRACT, made in three (3) copies, each of which shall be deemed original, and entered into as of the date hereinafter affixed, by and between the City of Langley, Washington, hereinafter called the Owner, and Kreig Construction Inc. hereinafter called the Contractor.

Whereas the City had been awarded Washington State Transportation Improvement Board (TIB) funds for resurfacing a portion of Anthes Street; and

Whereas pursuant to Chapter 39.34 RCW, the City of Langley and Island County have entered into an interlocal agreement to perform the paving of a portion of Anthes Street utilizing the contract services of the County’s public works contractor, Kreig Construction Inc.; and

Whereas commercial and residential parking on a portion of the immediately adjacent Second Street was recently closed as a result of unforeseen erosion of the roadway shoulder, associated sediment discharges to the City storm drainage system, and associated water quality impacts;

Whereas the absence of parking within the right-of-way of Second Street, impacts the adjacent residential neighborhood and commercial businesses;

Whereas the City deemed it imperative that the parking be restored immediately and that the utilization of the County’s contractor was both efficient and cost effective;

Now therefore the City enters into a limited public works contract as set forth below.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall do all work and furnish all tools, materials and equipment for the work, in accordance with and as described in the attached proposal and/or plans and specifications for the amount bid, which are by this reference incorporated herein and made a part hereof, and shall perform any alterations in or additions to the work provided under this contract and every part thereof.

SCOPE OF WORK: Prepare and pave the north side shoulder of Second Street, starting at Park Street, paving down the hill for a distance of 500 LF X 8’ wide +/- to Melsen Alley.

Work includes:

- Preparation of the shoulder, remove sod where needed
- Add crushed rock in the lower area where it washed out, (15 ton).
- Paving 2 inches 8’x 500’

Total costs - Preparation & paving – Not to exceed- $ 7,500.00
DECLARATION OF OPTION FOR PERFORMANCE

BOND OR ADDITIONAL RETAINAGE

Note: This form must be submitted at the time the Contractor executes the Contract. The Contractor shall designate the option desired by checking the appropriate space.

The Contractor elects to:

_____ (1) Furnish a performance bond in the amount of the total contract sum. An executed performance bond on the required form is included with the executed contract documents. Mandatory on contracts exceeding $25,000. (See sheet 4 of 7)

_____ (2) Have the City retain, in lieu of the performance bond, fifty percent (50%) of the total contract amount for a period of forty-five (45) days after final acceptance or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

In choosing option 2, the Contractor agrees that if the Contractor, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract, and shall faithfully perform all the provisions of such contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that may hereafter be made, at the time and in the manner therein specified, and shall pay all laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work, on his or her part, and shall indemnify and save harmless the City of Langley, Washington, its officers and agents from any claim for such payment, then the funds retained in lieu of a performance bond shall be released at the time provided in said option 2; otherwise, the funds shall be retained until the Contractor fulfills the said obligations.

[Signature]
8/28/17
Contractor Signature and Date
DECLARATION OF OPTION FOR MANAGEMENT
OF STATUTORY RETAINED PERCENTAGE

Note: This form must be submitted at the time the Contractor executes the contract. Contractor shall designate the option desired by checking the appropriate space.

Monies reserved under provisions of RCW 60.28, at the option of the Contractor, shall be:

✓ (1) Retained in a fund by the Owner.

(2) Deposited by the Owner in an interest-bearing account in a bank, mutual savings bank or savings and loan association.

(3) Placed in escrow with a bank or trust company by the Owner. When the monies reserved are to be placed in escrow, the Owner will issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by the Owner and the bonds and securities held in escrow.

The Contractor in choosing option (2) or (3) agrees to assume full responsibility to pay all costs which may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities.

Contractor Signature and Date
Unless modified by the proposal, work shall start within ten (10) calendar days after execution of this contract and the issuance of a notice to proceed; and shall be completed in 5 working days.

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 and every part thereof and shall guarantee said materials and work for a period of one year after completion of this contract, except as may be modified by the plans, specifications and/or contract documents.

II. The City of Langley, Washington, hereby promises and agrees with the Contractor to retain the Contractor to provide the materials and to perform the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the above Scope of Work, at the time and in the manner and upon the conditions provided for in this contract.

III. The Contractor for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants contained herein.

VI. LIABILITY AND INSURANCE

1. **Insurance.** Contractor is required to carry liability and personal injury insurance under the terms of this contract and to provide the City with proof, upon request from the Public Works Director for the City, of said insurance.

2. **Indemnification and Hold Harmless.** Contractor agrees to indemnify, defend and hold the City and all its representatives harmless from and against all losses and claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against the City by reason of any harm caused by an act or omission of the Contractor, his agents or employees, in any manner whatsoever, whether past, present or future. Contractor shall pay any cost or expense incurred by the City in connection therewith, including overhead expense, legal expense, attorney's fees and costs attributable thereto and if suit in respect to the foregoing is filed, the Contractor shall appear and defend the same at its own cost and expense, and if judgment is rendered or settlement made requiring payment of damages by the City, the Contractor shall pay the same.

VII. PREVAILING WAGE

1. **Rate of Pay.** The prevailing rate of wage to be paid to all workmen/laborers employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12, as amended, and the 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 attached hereto and by reference made a part of this Contract as though fully set forth herein.

2. **Intent and Affidavit.** On or before the date of commencement of the work, the Contractor shall file a statement under oath with the City and with the Director of Labor and Industries certifying the rate of hourly wage paid and to be paid each classification of laborers, workmen, or mechanics employed upon the work by the Contractor or any Subcontractor, which shall not be less than the prevailing rate of wage. Such statement and any subsequent statement shall be filed in accordance with the practices and procedures required by the Department of Labor and Industries.

**IV.** It is further provided that no liability shall attach to the City of Langley, Washington, by reason of entering into this contract, except as expressly provided herein.

COUNTERSIGNED: this 27th day of August, 2012

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed the day and year first hereinabove written.

CITY OF LANGLEY, Washington

________________________________________
MAYOR

________________________________________
CONTRACTOR

________________________________________
Federal Tax ID No. 

Attested:

________________________________________
CITY CLERK