

City of Bellevue
450 110th Ave. NE
Bellevue, WA 98004

Small Public Work Contract

City of Bellevue Contract Identification Information:

Contract Title: [<Enter Here>](#)

This CONTRACT is entered into the date last below written between the **City of Bellevue, Washington** ("**CITY**") and [<Enter Contractor Name Here>](#) - ("**CONTRACTOR**").

1. WORK BY CONTRACTOR

The Contractor shall perform the work described in Attachment "A" (Attachment "A" may include Contractor's Proposal, Scope of Work, Plans, Specifications and any other related Contract documents) which is attached hereto and by this reference is incorporated herein.

2. NOTICE TO PROCEED/TIME OF COMPLETION

- A. No work is to be performed prior to a written Notice to Proceed by the City.
- B. All work under this contract is to be completed:

- Days from the Notice to Proceed: [<Enter Number of Days Here>](#)
- By this date: [<Enter Date Here>](#)

3. PAYMENT

- A. The City shall pay the Contractor for the work performed under this contract as follows:

- Time and material; Not to exceed [<Enter Amount Here>](#).
- Time and actual expenses incurred; Not to exceed: [<Enter Amount Here>](#).
- Unit prices set forth in the Contractor's Proposal; Not to exceed [<Enter Amount Here>](#).

The Contractor shall do all work and furnish all tools, materials, and equipment, in accordance with and as described in the Attachment "A" and the Standard Specifications for Road, Bridge, Municipal Construction or the Utilities Engineering Standards, which are by this reference incorporated herein and made a part hereof.

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; except as are mentioned in the specifications to be furnished by the City of Bellevue.

- B. The Contractor shall maintain time and expense records, which may be requested by the City. The Contractor shall submit invoices to the City for payment for work performed. All invoices must reference the City's contract/purchase order number (listed above). Invoices shall be in a format acceptable to the City.
- C. The City shall pay all invoices from the Contractor by mailing a City warrant within 30 days of receipt of a properly completed invoice.
- D. All records and accounts pertaining to this Contract are to be kept available for inspection by representatives of the City for a period of three (3) years after final payment. Copies shall be made available to the City upon request.

- E. If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the work to comply with the requirements of this Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract documents.

4. RESPONSIBILITY OF CONTRACTOR

- A. **Safety.** The Contractor shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. The Contractor shall erect and properly maintain at all time, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known or unusual hazards.
- B. **Correction of Defects.** Contractor shall be responsible for correcting all defects in workmanship and/or materials discovered within one year after acceptance of this work. When corrections of defects are made, Contractor shall be responsible for correcting all defects in workmanship and/or materials in the corrected work for one year after acceptance of the corrections by the City. The Contractor shall start work to remedy such defects within seven (7) days of mailing notice of discovery thereof by City and shall complete such work within a reasonable time. In emergencies where damage may result from delay or where loss of service may result, such corrections may be made by the City, in which case the cost shall be borne by the Contractor. In the event the Contractor does not accomplish corrections at the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor.
- C. **Warranty.** The Contractor shall be liable for any costs, losses, expenses or damages including consequential damages suffered by the City resulting from defects in the Contractor's work including, but not limited to, cost of materials and labor expended by the City in making emergency repairs and cost of engineering, inspection and supervision by the City. The Contractor shall hold the City harmless from any and all claims which may be made against the City as a result of any defective work and the Contractor shall defend any such claims at its own expense. Where materials or procedures are not specified in the Contract document, the City will rely on the professional judgment of the Contractor to make appropriate selections.
- D. **Nondiscrimination/Affirmative Action.** The Contractor agrees not to discriminate against any employee or applicant for employment or any other persons in the performance of this Contract because of race, religion, creed, color, national origin, marital status, gender, age or handicap, or other circumstances as may be defined by federal, state or local law or ordinance, except for a bona fide occupational qualification. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contractor setting forth the provisions of this nondiscrimination clause.
- E. **Employment.** Any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this Contract, shall be considered employees of the Contractor only and not of the City. Any and all claims that may arise under the Workers Compensation Act on behalf of said employees, while so engaged, and all claims made by a third party as a consequence of any negligent act or omission on the part of the Contractor's employees, while so engaged in any of the work or services provided for or rendered herein, shall not be the obligation of the City.

5. COMPLIANCE WITH LAWS

- A. The Contractor agrees not to discriminate against any employee or applicant for employment or any other persons in the performance of this Contract because of race, religion, creed, color, national origin, marital status, gender, age, disability, or other circumstances as may be defined by federal, state or local law or ordinance, except for a bona fide occupational qualification. Without limiting the foregoing, Contractor agrees to comply with the provisions of Attachment "D", attached hereto and incorporated herein by this reference. The Contractor agrees to post in conspicuous places, available to

employees and applicants for employment, notices to be provided by the Contractor setting forth the provisions of this nondiscrimination clause.

- B. The Contractor shall comply with all federal, state and local laws and regulations applicable to the work to be done under this Contract.
- C. Any violation of the provisions of this Paragraph 5 shall be considered a violation of a material provision of this Contract and shall be grounds for cancellation, termination or suspension of the Contract by the City, in whole or in part, and may result in ineligibility for further work for the City.

6. TERMINATION OF CONTRACT

- A. This Contract shall terminate upon satisfactory completion of the work described in Attachment "A" and final payment by the City.
- B. The City may terminate the Contract and take possession of the premises and all materials thereon and finish the work by whatever methods it may deem expedient, by giving 10 days written notice to the Contractor, upon the occurrence of any one or more of the events hereafter specified:

1. The Contractor makes a general assignment for the benefit of its creditors.
2. A receiver is appointed as a result of the insolvency of the Contractor.
3. The Contractor persistently or repeatedly refuses or fails to complete the work required herein.
4. Contractor fails to make prompt payment to subcontractors for material or labor.
5. Contractor persistently disregards federal, state or local regulations and ordinances.
6. Contractor persistently disregards instructions of the Contract Administrator, or otherwise substantially violates the terms of this Contract.
7. The City determines that sufficient funds are not available to fund completion of the work contracted for.

- C. In the event this Contract is terminated by the City, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in Attachment "A" is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under this contract exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by reason of such refusal, neglect, failure or discontinuance of employment, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, the Contractor and its surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include all legal costs incurred by the City to protect the rights and interests of the City under the Contract, provided such legal costs shall be reasonable.

7. OWNERSHIP OF DOCUMENTS

- A. On payment to the Contractor by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City upon its request.

- B. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract will be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City or by court order.

8. CLAIMS

Any claim against the City for damages, expenses, costs or extras arising out of the performance of this Contract must be made in writing to the City within thirty (30) days after the discovery of such damage, expense or loss, and in no event later than the time of approval by the City for final payment. The Contractor, upon making application for final payment, shall be deemed to have waived its right to claim for any other damages for which a claim has not been made, unless such application for final payment includes notice of additional claim and fully describes such claim.

9. GENERAL ADMINISTRATION AND MANAGEMENT

The Director of the Department, or his/her designee, shall have primary responsibility for the City under this Contract and shall oversee and approve all work to be performed, coordinate communications, and review and approve all invoices, under this Contract.

10. HOLD HARMLESS

- A. The Contractor shall protect, defend, indemnify and save harmless the City, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Contractor. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Contractor, by mutual negotiation, hereby waives, as respects the City only, any immunity that would otherwise be available against such claims under the industrial insurance provision of Title 51 RCW. In the event the City obtains any judgment or award, and/or incurs any cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.
- B. The City shall protect, defend, indemnify and save harmless the Contractor, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the City. The City agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the City, by mutual negotiation, hereby waives, as respects the Contractor only, any immunity that would otherwise be available against such claims under the industrial insurance provision of Title 51 RCW. In the event the Contractor obtains any judgment or award, and/or incurs any cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the City.
- C. The Contractor will indemnify, defend, and hold the City (and its elected officials, officers, employees, successors, assigns, insurers, licensees, distributors, independent contractors, and agents) harmless from all claims, damages, losses, and expenses (including reasonable attorneys' fees incurred on such claims and in proving the right to indemnification) arising out of or resulting from any claim, action, or other proceeding that is based upon (a) the Contractor's breach of any obligations, representations, or warranties under the Agreement, (b) the Contractor's outside business activities, or (c) the infringement or misappropriation by the Contractor of any foreign or United States patent, copyright, trade secret, or other proprietary right in results.

11. INSURANCE

The Contractor shall maintain insurance as set forth in Attachment "B".

12. PREVAILING WAGE

This Contract is subject to the requirements of Chapter 39.12 RCW, and as it may be amended, relating to prevailing wages. On Public Works projects, funded in part or in whole with Federal Funds, laws and regulations shall also be applicable. NO WORKER, LABORER OR MECHANIC EMPLOYED IN THE PERFORMANCE OF ANY PART OF THIS CONTRACT SHALL BE PAID LESS THAN THE PREVAILING RATE OF WAGE as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington. The schedule of prevailing wage rates for the Contract is made a part of this contract as set forth in Attachment "C" to this contract or as subsequently amended.

Prior to making any payment under this Contract, the City must receive an approved copy of the "Statement of Intent to Pay Prevailing Wages on Public Works Contracts" from the Department of Labor & Industries.

It is the Contractor's responsibility to obtain and file the "Statement of Intent to Pay Prevailing Wage". The Contractor shall be responsible for all filing fees. Each invoice shall include a signed statement that prevailing wages have been paid by the Contractor and all subcontractors. Following the final acceptance of services rendered, the Contractor shall submit an "Affidavit of Wages Paid".

13. INDEPENDENT CONTRACTOR

The Contractor is and shall be at all times during the term of this Contract an independent contractor and not an employee of the City.

14. GENERAL PROVISIONS

- A. Governing Law; Forum. The Agreement will be governed by the laws of Washington and its choice of law rules. The Contractor irrevocably consents to the exclusive personal jurisdiction and venue of the federal and state courts located in King County, Washington, with respect to any dispute arising out of or in connection with the Agreement, and agrees not to commence or prosecute any action or proceeding arising out of or in connection with the Agreement other than in the aforementioned courts.
- B. Severability. If any provision of the Agreement is held to be invalid or unenforceable for any reason, the remaining provision will continue in full force without being impaired or invalidated in any way. The City and the Contractor agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.
- C. Nonwaiver. Any failure by the City to enforce strict performance of any provision of the Agreement will not constitute a waiver of the City's right to subsequently enforce such provision or any other provision of the Agreement.
- D. No Assignment. Neither the Agreement nor any of the rights or obligations of the Contractor arising under the Agreement may be assigned, without the City's prior written consent. Subject to the foregoing, the Agreement will be binding upon, enforceable by, and inure to the benefit of, the parties and their successors and assigns.
- E. City Marks. The Contractor will not use any trade name, trademark, service mark, or log of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
- F. Notices. All notices and other communications under the Agreement must be in writing, and must be given by registered or certified mail, postage prepaid, or delivered by hand to the party to whom the communication is to be given, at its address set forth below.

- G. Legal Fees. In any lawsuit between the parties with respect to the matters covered by the Agreement, the prevailing party will be entitled to receive its reasonable attorney's fees and costs incurred in the lawsuit, in addition to any other relief it may be awarded.
- H. Counterparts. The Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document.

15. LOW RESPONSIBLE BIDDER

It is the intent of Owner to award a contract to the low responsible bidder. Before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The bidder may be required by the Owner to submit documentation demonstrating compliance with the criteria. The bidder must:

1. Provide a current certificate of registration in compliance with chapter 18.27 RCW, which must be in effect at the time of bid submittal;
2. Provide a current Washington Unified Business Identifier (UBI) number;
3. Provide proof of Industrial Insurance (worker's compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW or provide a signed certification that such insurance is not required;
4. Provide a current Washington Employment Security Department number, as required in Title 50 RCW or provide a signed certification that such number is not required;
5. Provide a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW or provide a signed certification that such number is not required;
6. Provide a signed certification that the bidder is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

16. SUBCONTRACTOR RESPONSIBILITY

- A. At the time of the execution of any subcontract, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria by requiring each subcontractor to:
 1. Provide a current certificate of registration in compliance with chapter 18.27 RCW, which must be in effect at the time of bid submittal;
 2. Provide a current Washington Unified Business Identifier (UBI) number;
 3. Provide proof of Industrial Insurance (worker's compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW or provide a signed certification that such insurance is not required;
 4. Provide a current Washington Employment Security Department number, as required in Title 50 RCW or provide a signed certification that such number is not required;
 5. Provide a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW or provide a signed certification that such number is not required;
 6. Provide an electrical contractor license, if required by Chapter 19.28 RCW;
 7. Provide an elevator contractor license, if required by Chapter 70.87 RCW; and
 8. Provide a signed certification that the subcontractor is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- B. 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. The requirements of this section apply to all subcontractors regardless of tier.

17. EXTENT OF CONTRACT/MODIFICATION

This Contract, together with the attachments and/or addenda, represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may be amended, modified or added to only by written instrument properly signed by both parties hereto.

In witness whereof, the parties have executed this Agreement and it shall be effective as of the last date written below.

Contractor:

City of Bellevue:

By:
Printed Name:
Title:
Date:
UBI #:
Tax ID #:
Phone #:

By:
Printed Name:
Title:
Date:
Approved as to form
By: _____ City Attorney

SAMPLE

Attachment "A"
Scope of Work

<Enter Scope of Work here>

SAMPLE

Attachment "C"
Small Public Works Contract
Prevailing Wage Rate Requirements

The schedule of prevailing wage rates and the benefit code key for the County where the Contract will be performed is attached hereto and by this reference made a part of the Contract as though fully set forth herein.

Prevailing Wage rate for public works contracts are published on the first business day of February and the first business day of August of each year. These rates become effective thirty days after the date of publication. The prevailing wage rate in effect on the bid opening date are the prevailing wage rates that apply to that project, no matter how long it lasts, unless the contract is awarded more than six months after the bids were due. For those contracts where award was delayed more than six months, the prevailing wage rate in effect on the date of the award shall apply for the duration of the contract.

Intents and Affidavits

Public works contracts require that each and every Contractor, Sub-Contractor and Lower Tier Contractors ("Contractors") on the project file the Statement of Intent to Pay Prevailing Wages (Intent), and Affidavit of Wages Paid (Affidavit) Public Works contract form. Contractors are responsible for filing all forms with L&I and shall be responsible for paying all filing fees. The forms are filed with L&I and, once they are approved, are submitted by the Contractors to the City. There is no minimum dollar contract amount. That is, Intent and Affidavit forms are required for every public works contract regardless of the size of the contract.

The Intent form is filed immediately after the contract is awarded and before work begins, if that is possible. The City **shall not** make any payments until Contractors have submitted an Intent form that has been approved by the Industrial Statistician.

The Affidavit form is not filed until after all the work is completed. The City **shall not** release final payment until all Contractors have submitted an Affidavit form that has been certified by the industrial statistician.

For additional information, contact:

State of Washington
Department of Labor and Industries
Prevailing Wage Section – Telephone 360-902-5335
PO Box 44540, Olympia, WA 98504-4540
<http://www.lni.wa.gov/TradesLicensing/PrevWage/default.asp>

Attachment "D" **Title VI Requirements**

GENERAL INSTRUCTIONS

Application: The following materials pertain to the regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, part 21. All contractors, subcontractors, consultants, suppliers and manufacturers who contract with the City must comply with these requirements.

Affidavit: Before being considered for a contract, all contractors, etc will be required to submit the "Affidavit of Title VI Compliance" as a part of their proposal for upon the request of the Purchasing Manager.

Compliance: The City of Bellevue reserves the right to randomly select contractors, subcontractors, consultants, vendors or suppliers to be audited for compliance of the requirements listed. During this audit, the contractors, etc. will be asked for a specific demonstration of compliance with the requirements.

Non-Compliance: A finding of non-compliance may be considered a breach of contract and suspension or termination of the contract may follow.

City Contact: The City's Compliance Officer is the Purchasing Manager, and specific questions pertaining to this section may be directed to the Purchasing Division at 425.452.7246.

ASSURANCES FOR CONTRACTORS, SUBCONTRACTORS, CONSULTANTS, SUPPLIERS AND MANUFACTURERS.

- **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- **Nondiscrimination:** The contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- **Solicitations for Subcontracts, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex or national origin.
- **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Bellevue or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the City of Bellevue or the Washington State Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the City of Bellevue and the

Washington State Department of Transportation shall impose such contract sanctions as it, or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or;
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
- **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as the City of Bellevue or the US Department of Transportation, Federal Highway Administration, may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City of Bellevue enter into such litigation to protect the interests of the City and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

SAMPLE