

# Contract

## CONTRACT FOR CONSTRUCTION

THIS CONSTRUCTION CONTRACT (hereinafter "Contract"), made the \_\_\_\_\_, day of \_\_\_\_\_, 2016, by and between the City of Bainbridge Island (hereinafter referred to as the "City" and the "CONTRACTING AGENCY") and Sound Excavation, Inc. (hereinafter called "CONTRACTOR").

### WITNESSETH:

WHEREAS, the CONTRACTING AGENCY has caused the Project Manual, Specifications, Drawings and other contract documents to be prepared for certain Work as described therein, known as the **Mountain View Road Drainage Improvement Project**; and

WHEREAS, the CONTRACTOR has offered to perform the proposed Work in accordance with the terms of the Contract Documents including but not limited to this Contract; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the CONTRACTOR hereby agrees that the foregoing recitals are true and correct and are incorporated into this Contract and to complete the Work at the price and on the terms and conditions herein contained. The CONTRACTING AGENCY agrees to pay the CONTRACTOR the contract price of One Hundred Sixty-Four Thousand Five Hundred Fifty-Seven Dollars (\$164,557.00) ("Contract Price") for the fulfillment of the Work and the performance of the covenants set forth herein.

The further terms, conditions and covenants of this Contract are set forth in the following documents, all of which are component parts of this Contract as if set out in full, and if not attached, as if hereto attached collectively referred to as the "Contract Documents":

1. This Contract including the form "Proposal – Items of Work and Materials to be Provided, Estimated Quantities, Units of Measurement at the Unit Bid Prices"
2. Washington State Department of Transportation, Standard Specifications, 2016 (sometimes referred to as the "Standard Specification")
3. Amendments to the Standard Specifications
4. Special Provisions
5. Prevailing Wage Schedules and Regulations
6. Specifications, Drawings, Details, and all other Documents contained in and made applicable by this Contract and the Project Manual
7. All Plans, Drawings, Specifications, and Addenda issued prior to the Bid Opening Date.

CONTRACTING AGENCY and CONTRACTOR recognize that time is of the essence of this Contract and that CONTRACTING AGENCY will suffer financial loss if the Work is not completed within the time specified in this Contract. Therefore the parties agree that the liquidated damages provisions of the Standard Specifications as modified herein shall apply and that those provisions have been mutually negotiated.

CONTRACTOR's Initials: \_\_\_\_\_

**INDEMNITY AND TITLE 51 WAIVER.** CONTRACTOR hereby waives the protection of Title 51 RCW as provided in the Indemnity Agreement attached hereto and incorporated in this Contract by reference. The parties warrant and represent this waiver and the Indemnity Agreement have been specifically bargained for and accepted by the parties. CONTRACTOR further agrees to require all subcontractors to similarly waive Title 51 RCW as a condition of its subcontracts.

CONTRACTOR's Initials: \_\_\_\_\_

CONTRACTOR hereby warrants and represents it has reviewed, understands, and agrees to the terms and conditions of this Contract, all Addenda, and the Standard Specifications as modified by the Amendments and Special Provisions and all other Documents contained in the Project Manual and incorporated herein by reference. The person executing this Contract warrants and represents that they are fully authorized to execute this Contract.

CONTRACTOR AGREES TO RETURN THIS EXECUTED CONTRACT AND OTHER REQUIRED DOCUMENTS TO THE CONTRACTING AGENCY as required by the Standard Specifications as modified herein, and to return the DECLARATION OF OPTION OF MANAGEMENT OF STATUTORY RETAINED PERCENTAGE AT THE SAME TIME.

IN WITNESS WHEREOF, this Contract has been executed on the day and year above written.

CONTRACTOR:

SOUND EXCAVATION, INC.

By: \_\_\_\_\_

Its:

Date:

CITY OF BAINBRIDGE ISLAND

By: \_\_\_\_\_

Douglas Schulze, City Manager

Date: