

CITY OF  
**SEQUIM**

132 West Canal Street Sequim, WA 98382  
 City Hall (360) 683-4139 FAX (360) 683-4148  
 Public Works (360) 683-4908 FAX (360) 683-4852

**LIMITED PUBLIC WORKS AGREEMENT  
 For Projects Less Than \$10,000**

Contract # <u>W14-01</u>	WO # _____
Contractor: <u>Jamestown Excavating</u> Name: <u>John Kertis</u> Address: <u>1033 Old Blyn Hwy.</u> <u>Sequim, WA 98382</u> Contact: <u>John Kertis</u> <i>Cell: (360) 460-2837</i> Phone: <u>(360) 681-4651</u> Email: <u>excavating@jamestowntribe.org</u>	City of Sequim: <u>Public Works Department</u> Date: <u>9/17/2014</u> Project Contact: <u>Pete Tjemsland</u> Phone: <u>(360) 683-4908</u> Email: <u>ptjem@sequimwa.gov</u>
<p><b>Indemnification:</b> <i>Contractor shall defend, indemnify and hold City of Sequim and all of its employees and volunteers harmless</i> from any liabilities, claims, damages, costs or expenses (including reasonable attorneys' fees) arising from or relating to the work performed under this Agreement to the extent of the Contractor's negligence. <b>Contractor waives</b>, with respect to City of Sequim, its <b>immunity under industrial insurance</b>, RCW Title 51. This indemnification shall survive the expiration or termination of this Agreement. This waiver has been mutually negotiated by the parties. Contractor (Initials) <u><i>JK</i></u> Authorized City Official (Initials) <u><i>DMG</i></u></p> <p><b>Insurance.</b> Contractor shall secure and maintain, at its own cost and expense, Comprehensive General Liability and Property Damage insurance in the amount of not less than \$1,000,000 for death or injury in any one occurrence and \$1,000,000 for property damage in any one occurrence which provides, at a minimum, the following coverage:          Premises and Operation; Explosions, Collapse and Underground Hazards (Where Applicable);          Products/Completed Operations; Contractual Liability; Broad Form Property Damage; Independent Contractors; and Personal Injury.</p> <p>Contractor shall secure and maintain, at its own cost and expense, Comprehensive Auto Liability insurance in the amount of not less than \$1,000,000 per occurrence which provides, at a minimum the following coverages:  <i>Owned Vehicles; Non-Owned Vehicles; Hired Vehicles; Property Damage.</i></p> <p>This coverage shall be issued from an insurance company authorized to do business in the State of Washington. City of Sequim shall be named as additional insured in a form acceptable to City of Sequim management. The Contractor agrees to repair and replace all property of City of Sequim and all property of others damaged by the Contractor, Contractor's employees, subcontractors and agents. It is understood that <i>all work</i> under this Agreement <i>is at the Contractor's risk</i> and that the Contractor is familiar with the conditions of materials, climatic conditions, and other contingencies likely to affect the work and has made his/her bid accordingly. <b>Contractor assumes the responsibility and risk of all loss or damage</b> to materials or work that may arise from any cause whatsoever prior to completion.</p> <p><b>Time of Completion:</b> The parties agree that time is of the essence. The work described in this Contract will begin immediately upon execution. Contractor agrees that the work described in the Scope of Work shall be completed within <b>thirty (30)</b> working days after the commencement date stated in the Notice to Proceed. Every day will be counted as a "working day" unless it is a nonworking day or the City determined unworkable day. A nonworking day is defined as a Saturday, a Sunday, a day on which the Contract specifically suspends Work, or one of these days: January 1, the third Monday of January, President's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, November 11, Thanksgiving, and Christmas Day. When any of these holidays fall on a Sunday, the following Monday shall be counted a nonworking day. When the holiday falls on a Saturday, the preceding Friday shall be counted a nonworking day. The days between December 25 and January 1 will be classified as a nonworking days, provided the Contractor actually suspends performance of the Work.</p> <p>Any unworkable day is defined as a half or whole day the City declares to be unworkable because of weather or conditions caused by the weather that prevents satisfactory and timely performance of the Work shown on the critical path of the Contractor's approved progress schedule. Other conditions beyond the control of the Contractor</p>	

may qualify for an extension of time in accordance with Section 1-08.8 in the WSDOT 2010 Standard Specifications (2010 WSDOT Standard Specification located at: <http://www.wsdot.gov/Publications/Manuals/M41-10.htm>). The Contractor shall submit any requests for time extensions to the City in writing no later than ten (10) working days after the delay occurs.

**Warranties:** If within one year after the completion date of the Work, defective and unauthorized Work is discovered, the Contractor shall promptly, upon written order by City of Sequim, return and in accordance with City of Sequim's instructions, either correct such work, or if such Work has been rejected by City of Sequim, remove it from the site and replace it with non-defective and authorized Work, all without cost to City of Sequim.

**Nondiscrimination/Adherence to all Laws:** Contractor shall comply with all applicable federal and state laws, and City of Sequim laws, including but not limited to equal employment opportunity and nondiscrimination laws. Contractor agrees that failure to adhere to applicable laws constitutes a material breach of this Agreement.

**Prevailing Wages:** This contract is subject to prevailing wages (RCW 39.12.020). Contractor must file Intent to Pay Prevailing Wage form and Affidavit of Wages Paid form with Washington State Dept. of Labor and Industries (L&I) and pay for any fees associated with filing the forms. Current prevailing wages may be obtained from the L&I website, <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>, [specify current date] for Clallam County. If any work is subcontracted on this project, an approved Intent and Affidavit form must be submitted for each sub-contractor. Approved Intent and Affidavit forms must be received prior to issuing payment.

**Industrial Insurance Status:** Contractor is responsible for keeping industrial insurance premiums current with the L&I. Prior to issuing payment, City of Sequim will verify the status of the Contractor's premiums with L&I. Under law, City of Sequim can withhold from the contract price the amount needed to pay Contractor's premiums, and if necessary, pay the premiums owed to L&I.

**Bonds/Retainage:** Bid Bond, Payment & Performance Bond, and Retainage are not required. City of Sequim does not waive its right of recovery against the Contractor for any payments made on the Contractor's behalf. Contractor understands and agrees that progress payments will not be made under this Agreement. Payment shall only be made under the terms set forth below.

**Payment:** Contractor shall be paid within 30 days after full performance of this Agreement, or after receipt of approved L&I forms and Employment Security releases, whichever is later. Contractor's acceptance of payment shall constitute a waiver of Contractor's claims, except those previously and properly made and identified by Contractor as unsettled at the time payment is made and accepted.

**Change Orders/Claims:** City may issue a written change order for any change. Contractor shall proceed upon receiving either a written change order from City or an oral order from City before actually receiving the written change order. Change orders shall be the full payment and final settlement of all direct and indirect costs associated with the change, unless Contractor protests as set forth below.

If Contractor decides a change order is necessary, Contractor must submit a written change order request to Pete Tjensland within 14 calendar days of the date Contractor knew or should have known of the reasons the requested change. Failure to request a change order constitutes a waiver, including subsequent change orders for that portion of work. City will make an equitable adjustment to payment amount when, as determined by City, changes increase or decrease Contractor's costs or time for performance. If the parties are unable to agree on the adjustment, City will determine the adjustment as it deems appropriate. Contractor must complete all change order work.

Contractor may protest an adjustment by filing a claim within 14 calendar days of the date Contractor knew or should have known of the reasons for the claim, whichever occurs first. Contractor must provide City with enough information to reasonably evaluate Contractor's claim. Minimum claim information includes: date, nature and circumstances, contractual provisions, schedule changes, and estimated costs. Contractor understands and agrees that filing a claim does not relieve Contractor of the duty to complete the work as identified in this Contract. Failure to provide complete, prompt, written notification of a claim shall be considered a waiver of any claims arising from or related to that claim or delay.

**Asbestos:** Contractor is aware that some existing City owned facilities may contain asbestos or asbestos cement pipe. If the Contractor encounters or suspects the presence of asbestos, the Contractor shall *at a minimum* (1) conduct all work related to existing asbestos and asbestos cement pipe in strict accordance with current WISHA safety regulations and provisions contained within WAC 296-62-077; and (2) notify Olympic Region Clean Air Agency (ORCAA) and obtain all permits or authorizations at Contractor's sole cost. **City shall not be liable for**

**Contractor's failure, or failure of any agent, employee, subcontractor, or other person associated with the project, to strictly adhere to all rules and regulations associated with asbestos or asbestos cement pipe.**

**Independent contractor:** Contractor agrees and understands that Contractor, as an independent contractor, is solely responsible for all functions and responsibilities for all work performed under this Contract. Contractor, and all personnel, subcontractors, agents, and/or assigns under Contractor's authority shall act as independent contractors and are not City employees, agents, or assigns, and have no authority to bind City or control any City employees, agents, or assigns.

**Call Before You Dig:** Contractor must follow RCW 19.122.031-Excavator and facility operator duties before excavation.

**Termination:** City may terminate this Agreement when, in City's determination, Contractor is unable or unwilling to meet any obligation in any provision of this Agreement. City may take possession of all records and data within Contractor's possession pertaining to this project and may be used by City without restriction.

If terminated, Contractor shall receive payment only for the unpaid balance that exceeds City's expense incurred in finishing the work, including any damages. Contractor shall be liable for all expenses and damages that exceed the Total Price. Expenses and damages include all reasonable legal costs incurred by City to protect City's rights and interests under the Contract.

**Miscellaneous: Non-Waiver for Breach.** City's failure to insist upon strict performance of any provision or option in one or more instances shall not be construed to be a waiver or relinquishment of those provisions or options, and the same shall be and remain in full force and effect. **Counterparts.** This Contract may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Contract. **Business License.** Contractor shall comply with the provisions of Chapter 5.04 of the Sequim Municipal Code. **Entire Agreement.** This Agreement, attachments, and incorporated documents shall constitute the entire Agreement. Any provision or term not identified in this Agreement and associated documents shall have no effect and are specifically superseded by this Agreement. **Severability.** If any section, sub-section, sentence, or phrase of this Agreement are held unconstitutional or invalid, that decision shall not affect the validity of the remaining portions, which shall remain in full force and effect. **Applicable Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of Washington. Dispute arising from or related to this Agreement that cannot be resolved shall be commenced exclusively in the Clallam County Superior Court or the United States District Court, Western District of Washington as appropriate. Each party shall pay its own legal costs, attorney's fees, and recoveries or awards, as provided by law, associated with bringing or defending any lawsuit for damages arising from the parties' performance in this Agreement. Nothing in this section shall be construed to limit City's right to indemnification.

**Completion Date: 30 working days following the Notice to Proceed**

**Unit/Lump Sum Price: \$7,228.55**

**Description of Work:**

Mobilization, labor, equipment and material to replace ten (10) water meters.

**Total (Including Tax): \$7,228.55**

Any attachments identified in this Description of Work are specifically incorporated by reference and made a part of this Agreement as though fully set forth here.

The contractor should send invoices to the following address:  
152 W. Cedar St., Sequim, WA 98382

This order is an acceptance of your bid dated 8/27/2014 (attached) and incorporated as though fully set forth here, except terms that conflict with this order.

The contractor shall not start work until City of Sequim provides a written Notice to Proceed. This agreement shall terminate without cost if a Notice to Proceed is not issued within 60 days. City of Sequim will not issue a Notice to Proceed before approved evidence of insurance is received.

**Contractor:**

John Kertis  
(Signature)

9-24-14  
(Date)

Print Name John Kertis

**City of Sequim Approval:**

David Garlington  
(Signature)

9/24/14  
(Date)

Print Name David Garlington

**Approved as to Form**

C A Ritchie

Craig A. Ritchie, City Attorney

DATE: 9/25/2014



State of Washington  
 Department of Labor & Industries  
 Prevailing Wage Section – Telephone 360-902-5335  
 PO Box 44540, Olympia, WA 98504-4540

### Statement of Intent to Pay Prevailing Wage

Document Received	Intent Id:	Affidavit Id:	Status: Approved On
Date: 10/7/2014	659054		10/14/2014

#### Company Details

JAMESTOWN EXCAVATING	UBI#: 601114115
1033 OLD BLYN HWY	Reg#: JAMESE*987N7
SEQUIM, WA 98382	E-mail: bkallappa@jamestown.org
360-683-2025	

Industrial Insurance Account Id:

Filed By: Kallappa, Bobbi

#### Prime Contractor

Company Name	JAMESTOWN EXCAVATING
Contractor Registration No.	JAMESE*987N7
WA UBI Number	601114115
Phone Number	360-683-2025

#### Project Information

Awarding Agency	SEQUIM, CITY OF 152 W CEDAR SEQUIM, WA – 98382-3317
Awarding Agency Contact	Pete Tjemsland
Awarding Agency Contact Phone Number	360-683-4908

Contract Number	W14-01
Project Name	Sequim City Meters
Bid due date	8/27/2014
Award Date	9/25/2014
Project Site Address or Directions	152 W CEDAR SEQUIM, WA

#### Intent Details

Does your company intend to hire subcontractors to perform all work?	No
Does your company intend to hire any subcontractors?	No
Will your company have employees perform work on this project?	Yes
Do you intend to use any apprentices? (apprentices are considered employees.)	No
Will this project utilize American Recovery and Reinvestment Act (ARRA) funds?	No
Specifically, will this project utilize any weatherization or energy efficiency upgrade funds (ARRA or otherwise)?	No
How many owner/operators performing work on the project own 30% or more of the company?	0
What is the estimated contract amount? Or is this a time and materials estimate?	\$7,228.55
Expected project start date: (MM-DD-YYYY)	10/22/2014
In what county (or counties) will the project be done?	Clallam
In what city (or nearest city) will the project be done?	Sequim

#### Journey Level Wages

County	Trade	Occupation	Wage	Fringe	# Workers
Clallam	Laborers	General Laborer	\$27.52	\$14.17	1
Clallam	Laborers	General Laborer	\$31.65	\$10.04	1

Show/Hide Existing Notes

-- On 10/7/2014:--

We carry our own Workers comp coverage, you have information on file. Thanks!