

CONTRACT

THIS AGREEMENT, made and entered into this 3rd day of August, 2020, between the City of Camas under and by virtue of Title 35A RCW (cities and towns), as amended

and, Blackline Inc., hereinafter called the Contractor.

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 2020 Citywide Slurry Seal Project T1031 (Contract Extension No. 2 to T1005B 2018 Citywide Slurry Project), for the period commencing July 23, 2020 through July 23, 2021, in accordance with and as described in the plans and specifications, and the standard specifications of the Washington State Department of Transportation which are by the reference incorporated herein and made part hereof and, shall perform any changes in the work in accord with the Contract Documents.

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 these Contract Documents except those items mentioned therein to be furnished by the City of Camas.

II. The City of Camas hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in manner and upon the conditions provided for in this contract.

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

IV. The Contractor shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City of Camas.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

V. The Contractor shall provide a material, labor, and equipment guarantee for the work performed under this contract for a period of one year from the Date of Acceptance as shown on the Notice of Completion for Public Works Projects. All work shall be free of defect in workmanship or materials. Upon notice, the Contractor shall make all repairs promptly at no cost to the City. Failure to repair or replace defects in a manner satisfactory to the Engineer will constitute a breach of this contract.

VI. The Contractor is obligated to affirm its enrollment and participation in the E-Verify program as written in these specifications and per Camas Ordinance 2626.

VII. As provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987, the contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment.

VIII. The Contractor is obligated to pay wage rates included herein as follows: Washington State Department of Labor and Industries Prevailing Wage Rates for Clark County effective August 3, 2020.

IX. The Contractor further acknowledges the following provisions and agrees to comply with the conditions as set forth therein:

X. The Contractor shall certify that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any State or Federal department or agency.

XI. The Contractor shall not propose or contract with any person or entity that is currently debarred, suspended, and ineligible contractors and grantees.

XII. It is further provided that no liability shall attach to the City of Camas by reason of entering into this contract, except as provided herein.

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the Mayor of the City of Camas has caused this instrument to be executed by and in the name of the said City of Camas the day and year first above written.

Executed by the Contractor _____, 20____.

Contractor

Executed by the Local Agency _____, 20____.

Mayor of the City of Camas

Approved as to Form

City of Camas Attorney

**DECLARATION OF OPTION FOR INVESTMENT OF RETAINED
PERCENTAGE**

I hereby elect to have the retained percentage of this contract held in a fund by the City of Camas until thirty (30) days following final acceptance of the work.

Signed _____

Date _____

I hereby elect to have the City of Camas invest the retained percentage of this contract from time to time as such retained percentage accrues and in accordance with RCW 60.28.020 and 60.28.050. The City will select the repository.

I hereby further agree to be fully responsible for payment of all costs or fees incurred as a result of placing said retained percentage in escrow and investing it as authorized by statute. The City of Camas shall not be liable in any way for any costs or fees in connection herewith.

Signed _____

Date _____

CONTRACT BOND

KNOW ALL PERSONS BY THESE PRESENTS, That

of _____, as Principal, and

as Surety, are jointly and severally held and bound unto the City of Camas, Washington,

in the penal sum of Dollars (\$_____), for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, and assigns, and successors and assigns, firmly by these presents.

THE CONDITION of this bond is such that whereas, on the _____ day of _____ A.D., 20____, the said _____,

Principal, herein, executed a certain contract with the City of Camas, Washington, by the terms, conditions and provisions of which contract the said _____,

Principal, herein, agree to furnish all material and do certain work, to wit: That _____ will undertake and

complete the construction of application of Type II Slurry, according to the maps, plans and specifications made a part of said contract, which contract as so executed, is hereunto attached, is now referred to and by reference is incorporated herein and made a part hereof as fully for all purposes as if here set forth at length. The bond shall cover all approved change orders as if they were in the original contract.

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of said contract in all respects and shall well and truly and fully do and perform all matters and things by **THIRTY-FIVE (35) working days**, undertaken to be performed under said contract, upon the terms proposed therein, and within the time prescribed therein, and until the same is accepted, and shall pay all laborers, mechanics, subcontractors and material men, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and shall in all respects faithfully perform said contract according to law, then this obligation to be void, otherwise to remain in full force and effect.

WITNESS our hands this _____ day of _____, 20__

PRINCIPAL

ATTORNEY-IN-FACT, SURETY

NAME AND ADDRESS, LOCAL OFFICE OF AGENT

APPROVED:

CITY OF CAMAS, WASHINGTON

BY: _____
MAYOR, CITY OF CAMAS

DATE: _____, 20__

SURETY BOND NUMBER _____