

CONTRACT
PROJECT NAME : PARKS MAINTENANCE SHOP ADDITION
LYNDEN, WASHINGTON

This Contract, made and entered into this eighteenth day of February, 2025 and between the City of Lynden, hereinafter called the "Owner" and HP Contracting LLC (Harvey Pelleboer), hereinafter called the "Contractor".

WITNESSETH:

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

1. The Contractor shall do all work and furnish all labor, materials, tools, and equipment for the construction of the project and shall perform any changes in the work, all in full compliance with the contract documents entitled "HP Contracting LLC-Shop Addition" and the standard specifications of the City of Lynden Community Development Department.

The "Bid Proposal Package", and the "Plans" sections contained in said contract documents are hereby referred to and by reference made part hereof.

2. The Owner hereby promises and agrees with the Contractor to employ, and does employ the Contractor to furnish the labor, materials, tools and equipment, and to do and cause to be done the above described work, and to complete and finish the same in accordance with the said contract documents and terms and conditions herein contained, and hereby contracts to pay for the same, according to the said contract documents, including the schedule of estimated quantities, and unit and lump sum prices in the Bid Proposal, the approximate sum of \$309,349.78, the total amount of bid, subject to the actual quantity of work performed, at the time and in the manner and upon the conditions provided for in this contract. After the time of signing, the Owner agrees to disburse a down payment of \$64,212.45 to the Contractor for start-up costs pertaining to the project.
3. The Contractor agrees to fill out the provided retainage bond form and will be reimbursed 30-45 days following project closeout.
4. The Contractor for himself, and for his agents, successors, assigns, subcontractors and/or employees, does hereby agree to full performance of all covenants herein contained upon the part of the Contractor.
5. This Contract contains terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Contract.

6. The Contractor agrees to comply with all applicable Federal, State, City or municipal standards for the licensing, certification, operation of facilities and programs, and accreditation and licensing of individuals.
7. [Chapter 39.12 RCW](#) requires local government contractors and subcontractors to pay prevailing wages to all workers for all public works *and* maintenance contracts, *regardless of the dollar value of the contract*. The Contractor agrees to complete a Certification of Compliance with Wage Payment Statutes Form per RCW 39.04.350, pay employees, and document compliance during the project under the above standards.
8. The Contractor shall not assign or subcontract any portion of the work provided for under the terms of this Contract without obtaining prior written approval of the Engineer. All terms and conditions of this Contract shall apply to any approved subcontract or assignment related to this Contract.
9. The Contractor's obligation to pay industrial insurance premiums survives contract closeout, and any unpaid premiums will be charged against the contract/performance bond if the obligation is not satisfied.

Contractor shall, at a minimum, obtain insurance coverage of the following types and policy limits:

Professional Liability	\$2,000,000	each claim
Professional Liability	\$2,000,000	annual aggregate
Commercial General Liability	\$2,000,000	each occurrence
Commercial General Liability	\$2,000,000	annual aggregate
Automobile Liability	\$1,000,000	Combined single limit
Worker's Compensation	Statutory benefits	

The City of Lynden shall be listed as additional insured on the Contractor's Commercial General and Automobile Liability policies. Insurance is to be placed with insurers with a current A.M Best rating of not less than A: VII.

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not limited to the additional insured endorsement evidencing the insurance requirements of the Agreement before commencement of the work. The Contractor shall provide the City with written notice of any policy cancellation within two (2) business days of their receipt of such notice.

If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Contractor are greater than those required by this Agreement or whether

any Certificate of Insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

Failure on the part of the Contractor to maintain insurance as required shall constitute a material breach of this Agreement, upon which the City may, after giving five (5) business days' notice to the Contractor to correct the breach, immediately terminate the Agreement or, at its sole discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be reimbursed to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

The Contractor shall include any sub-contractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverages for sub-contractors shall be subject to the same requirements as stated herein for the Contractor.

10. The Contractor shall defend, indemnify and hold the Public Entity, 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 Public Entity.

However, 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 Public Entity, 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.

11. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is mutually understood and agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action in law, suit and equity or judicial proceedings for the enforcement of this contract, or any provisions thereof, shall be instituted and maintained in the courts of competent jurisdiction located in the City of Lynden, Washington.
12. The failure of the Owner to insist upon strict performance of any of the covenants and agreements of this Contract or to exercise any option herein conferred in any one or more instances shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

13. It is understood and agreed by the parties hereto that if any part of this agreement is determined to be illegal, the validity of the remaining portions shall be construed as if the agreement did not contain the particular illegal part.
14. No change or addition to this Contract shall be valid or binding upon either party unless such change or addition shall be in writing, executed by both parties.

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

Executed by the Contractor this _____ day of February, 2025.

CITY OF LYNDEN:

By: _____
Mayor

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this _____ day of February, 2025, before me personally appeared _____ to me personally known, or has provided satisfactory evidence to be the person described herein and who executed the above instrument and who acknowledged to me the act of signing thereof.

NOTARY PUBLIC, in and for the State of
Washington.

My Commission Expires: _____

CONTRACTOR:

By: _____

Title: _____

STATE OF WASHINGTON)
) ss.

COUNTY OF WHATCOM)

On this _____ day of February, 2025, before me personally appeared _____ to me personally known, or has provided satisfactory evidence to be the person described herein and who executed the above instrument and who acknowledged to me the act of signing thereof.

NOTARY PUBLIC, in and for the State of
Washington.

My Commission Expires: _____