

# CONTRACT

## FOR CLARIFIER 2 – RECOAT COMPONENTS SMALL WORKS PROJECT NO. SWR2023-07

This Contract, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the City of Lynden, hereinafter called the “Owner” and WCCL Systems LLC, 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 “**CLARIFIER 2 - RECOAT COMPONENTS, Lynden, Washington**” and the standard specifications of the Washington State Department of Transportation which are by this reference incorporated herein and made part hereof.

The “Bid Proposal Package”, “Specifications and Conditions”, “Contract Forms”, 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 \$245,000.00 (excluding Washington State sales tax), 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.
3. 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.
4. 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.

5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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 County, the day and year first above written.

