

SMALL PUBLIC WORKS AGREEMENT

Single Craft/Trade \$40,000 or less – Multiple Craft/Trade \$65,000 or less, including sales tax

Contractor: Van Pelt Inc		Contract #:	
ESD#:		Department:	Public Works - Streets
UBI#:		Date:	9/30/2024
Address:	PO Box 975; Stevenson, WA 98648	Department Contact:	Gordy Rosander
Contact:	Shawn Van Pelt	Phone:	509.637.6799
Phone:	541.490.3807	Fax:	NA
Fax:	NA	Email:	gordy@ci.stevenson.wa.us
Email:	vanpeltinc@gmail.com		

Insurance and Indemnification: The Contractor shall defend, indemnify and hold the City and all of its employees harmless from any and all 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. The Contractor waives, with respect to the City, its immunity under industrial insurance, Title 51 RCW. This waiver has been mutually negotiated by the parties. This indemnification shall survive the expiration or termination of this Agreement. 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.

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:

Owned Vehicles; Non-Owned Vehicles; Hired Vehicles; Property Damage.

This coverage shall be issued from an insurance company authorized to do business in the State of Washington. The City shall be named as additional insured on said insurance coverage at least as broad as ISO CG 20 10 10 01 in a form acceptable to the City Attorney. The Contractor agrees to repair and replace all property of the City and all property of others damaged by the Contractor, Contractor's employees, subcontractors and agents. It is understood that the whole of the work under this contract is to be done at the Contractor's risk and that the Contractor is familiar with the conditions of materials, climatic conditions, and other contingencies likely to affect the work and has made their bid accordingly and that the Contractor will assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

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 the City, return and in accordance with the City's instructions, either correct such work, or if such Work has been rejected by the City, remove it from the site and replace it with non-defective and authorized Work, all without cost to the City.

Nondiscrimination: The Contractor shall comply with all applicable federal and state laws, and city ordinances, for equal employment opportunity and nondiscrimination laws.

Gifts: The City's Code of Ethics and Washington State law prohibit City employees from soliciting, accepting, or receiving any gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction. To ensure compliance with the City's Code of Ethics and state law, the Consultant shall not give a gift of any kind to City employees or officials.

Business License: The Contractor is required to submit proof of a City business license (\$10) within ten (10) days of contract award. Failure to provide proof of a business license may delay payment of invoices.

Prevailing Wages: This contract is subject to prevailing wages according to RCW 39.12.020. Contractor shall file an Intent to Pay Prevailing Wage form and Affidavit of Wages Paid form with L&I and pay for all fees associated with filing the forms. Contractor shall submit the Intent and Affidavit forms, approved by L&I, to the City with payment request. No payment will be issued to the Contractor until the City receives both approved forms. If any work is subcontracted on this project, an approved Intent and Affidavit form must be submitted for each sub-contractor. If progress payments are made on this project, an approved Intent form must be received prior to issuing the first payment. An approved Affidavit form must be received prior to issuing final payment.

Bonds/Retainage: No Bid Bond is required. Contract Bond is required. For projects with an estimated total cost of less than \$150,000, the contractor may elect to a 10% retainage in lieu of a Contract Bond. Retainage is required.

Industrial Insurance Status: Contractor is responsible for maintaining a current status of their industrial insurance premiums with the Department of Labor and Industries (L&I). Prior to issuing final payment, the City will verify with L&I the status of the contractor's premiums. Under RCW 60.28 the City can withhold and pay the contractor's delinquent premiums from the final payment.

I hereby certify, on behalf of the firm identified below, as follows (check one):

NO WAGE VIOLATIONS. This firm has NOT been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52 within three (3) years prior to the date of the above-referenced procurement solicitation date.

OR

VIOLATIONS OF WAGE LAWS. This firm has been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, a provision of RCW chapters 49.46, 49.48, or 49.52 within three (3) years prior to the date of the above-referenced procurement solicitation date.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the firm listed herein.

(Print Name)

(Signature)

(Date)

Completion Date:

Total Contract Fixed Price (Including Tax): \$
according to proposal attached as Exhibit A.

OR

Not to Exceed Total (Including Tax applying schedule of rates
and charges attached as Exhibit A: \$ 20,000.00

Description of Work: **Replace sidewalk panels as indicated in Exhibit B.**

The contractor should send invoices to the following address: 7121 E. Loop Rd., PO Box 371 Stevenson WA 98648. Unless otherwise agreed, payment is net 30 days less retainage.

Note: Project completion no later than 12/31/2024.

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

Requesting Staff Member Approval:

Department Head Approval:

Gordy Rosander 9/30/2024
(Signature) (Date)

[Signature] 9/30/2024
(Signature) (Date)

Print Name Gordy Rosander

Print Name Carolyn Sourek

Contractor Approval:

City Administrator or Mayor Approval:

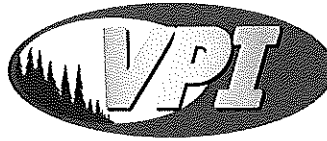
(Signature) (Date)

Leana Kinley Digitally signed by Leana Kinley
Date: 2024.09.30 12:35:35 -0700 9/30/2024
(Signature) (Date)

Print Name _____

Print Name Leana Kinley

Distribution Account Codes: _____ - _____



Quote

City of Stevenson

September 19, 2024

Stevenson, WA 98648
Site Address: Various
Stevenson, WA

Description of work:

Remove and replace damaged sidewalks throughout the City per map locations – 9-17-24.

- Remove concrete and or gravel at noted locations
- Form and pour new sidewalk sections – possibly multiple locations each day.
- Form Faux curb and pour with sidewalk panel at Mormon Church location
- Concrete to be 3000psi min, air entrainment, broom finish to edges, no sealer.
- No reinforcing included. Expansion cuts to match existing spacing
- Gravel if required to be ¾" minus, supplied by contractor, compacted with plate compactor
- Some concrete sections will be removed with excavator and hydraulic hammer
- Concrete to be removed and disposed of by contractor.
- City of Stevenson to provide flagging if required
- City will notify surrounding business of closure of sidewalk and/or roadway
- Contractor will provide cones and caution tape during construction
- Prevailing wages will be paid on all labor not including owner hours per L&I requirements
- Intent to pay prevailing wages and affidavit of wages paid will be completed by contractor

Total Quoted Amount:	\$18,500.00
Washington State Sales Tax: 7.7%	<u>\$1,424.50</u>
Total Quote	\$19,924.50

Estimated days to complete project: 9 days Sitework

Notes: Quoted amounts billed as quoted, estimated amounts billed at hourly rates listed plus P&O. Extras or out of scope items billed at hourly rates quoted.
 Quote does not include unforeseen items.
 Quote does not include any permits, Design or inspection fees or Utility connection fees unless listed.
 Total amount assumes acceptance of all parts. If separated, price may be increased.
 Prices are subject to change due to the volatile construction materials market.

Terms: Paid upon completion or progress payments if project takes more than 30 days.
 Progress Payments will be made within 30 days of invoice date each month for work completed to date of invoice. 1.5% interest/month will be applied to all invoices past due.
 With acceptance below, any costs incurred in case of cancellation will be invoiced.

Thank You or Considering Us for Your Project.

Owner or Representative: _____ **Date:** _____


Van Pelt Inc.
Owner or Representative: _____ **Date:** _____



2024 Panel Replacements - Contractor

Exhibit B

Legend

 Panel Replacement Location

on Church

Gropper and Kanaka

Rodewa

Google Earth

Image © 2024 Airbus

2000 ft

Rock Creek Water Service

Rock Ck and 2nd Street

Eagles

