

## SMALL PUBLIC WORKS AGREEMENT

Contract #:		WO#:	
Contractor:	<i>Kitchen Electric</i>	Department:	Public Works
Name:	<i>Paul and Sara Kitchen</i>	Date:	June 21, 2018
Address:	<i>1315 E St. Washougal, WA 98671</i>	Department Contact:	Eric Hansen
Contact:	<i>Paul Kitchen</i>	Phone:	(509) 427-5970
Phone:	<i>360-835-2181</i>	Fax:	(509) 427-8202
Fax:		Email:	eric@ci.stevenson.wa.us
Email:	<i>kitchenelectric@aol.com</i>		

**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 until the contractor has received approval from L&I. The City shall pay the contractor's delinquent premiums of each work order within 30 days

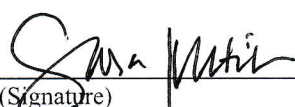
Completion Date:	Total Contract Fixed Price (Including Tax): \$ <u>109,077</u> according to proposal attached as Exhibit A.
	OR
	Not to Exceed Total (Including Tax applying schedule of rates and charges attached as Exhibit A: \$ _____)

Description of Work: According to proposal attached as Exhibit A.

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:

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.

<u>Contractor:</u>	<u>City Approval:</u>
 _____ (Signature)	_____ (Signature)
<u>6/18/18</u> _____ (Date)	_____ (Date)
Print Name <u>Sara Kitcher</u>	Print Name _____

Approved as to form:

\_\_\_\_\_  
 City Attorney (Date)

Distribution Account Codes: \_\_\_\_\_ - \_\_\_\_\_  
 Program Object

## Exhibit A

June 19, 2018

RE: City of Stevenson Street Lighting Upgrade Scope

Kitchen Electric will provide and install the following LED replacement fixtures or retrofit kits throughout the town of Stevenson:

\*71- 28 watt cobra head fixtures with mounting arms

\*38- 50 watt cobra head fixtures (assumed to fit existing arms)

\*53- 139 watt cobra head fixtures (assumed to fit existing arms)

\*81- 50 watt retrofit LED kits for the decorative fixtures

\*All fixtures will receive upgraded LED compatible photocells.

\*Existing fixtures will be removed and returned to the City. Disposal is up to the City.

\*Permitting with the Department of Labor and Industries is included in this scope.

The fixtures and retrofit kits have a 6-8 week lead time. Work will commence upon delivery of the fixtures. This project will require approximately 30-45 days to complete depending on site conditions and weather.

Sincerely,

Paul Kitchen

Kitchen Electric

360-835-2181