

CONTRACT

THIS CONTRACT is dated and effective as of the date of the Mayor’s signature below and is by and between the City of Everett, a Washington municipal corporation (the “City”), and the Contractor shown below in the Basic Provisions.

1. Basic Provisions:

Brief Description of Work	This window replacement project consists of removing and replacing two (2) glass windows into an existing storefront window frame on the first floor of the south side of the Everett Municipal Building (EMB).
Contractor	Goldfinch Brothers, Inc.
	11300 Beverly Park Road Everett, WA 98204
	contracts@goldfinchbros.com
City Project Manager	Douglas Acheson
	City of Everett – Parks & Facilities 3200 Cedar Street Everett, WA 98201
	dacheson@everettwa.gov
Contract Time	The Work shall be physically complete in all respects within 120 calendar days from the date of issuance of the Notice to Proceed.
Contract Price	\$8,997.97+\$888.82 (sales tax) = \$9,866.79
Contract Documents	The following documents (“Contract Documents”) are incorporated by reference and are hereby made a part of this Contract: this Contract document and the attached, General Conditions and the attached Specifications.
Contractor Insurance Contact Information	S. Marie Whittle
	425-258-4662
	contracts@goldfinchbros.com

2. The Work. In consideration of the sums to be paid to it by the City, the Contractor hereby covenants and agrees to furnish all labor, tools, materials, equipment, and supplies required to complete all work as set forth in the Contract Documents. The Contract Documents are shown in the Basic Provisions. The entire work set forth in the Contract Documents is referred to herein as either the "Work" or the "Project." If a purchase order is issued for the Work, it is only a Notice to Proceed. Such purchase order's pre-printed terms and conditions are not part of the Contract. If there is any inconsistency in the parts of the Contract Documents, then the most stringent on the Contractor applies, unless the City's authorized representative determines otherwise in writing. The Work required in one part must be furnished even if not mentioned in other parts of the Contract. These parts complement each other in describing the complete Work. Any requirement in one part binds as if stated in all parts. The Contractor shall provide any work or materials clearly implied in the Contract even if the Contract does not mention it specifically.

3. Contract Time. The Work shall be complete as stated in the Basic Provisions.

4. Contract Price. The amount of this Contract is the Contract Price stated in the Basic Provisions and is based on the quote submitted by the Contractor. The basis for final payment will be the actual amount of work performed according to the Contract Documents, and payments, whether partial or final, shall be made as specified therein. If, and to the extent, payment (in whole or in part) is based upon unit prices multiplied by quantities of work actually performed, the total amount paid to the Contractor may be less than Contract Price stated herein, and the Contractor agrees to execute one or more change orders in such event. In no event shall the total amount paid Contractor exceed the Contract Price stated herein unless the Contract amount has first been increased by one or more Change Orders signed by the City. The City may, in its sole discretion, withhold amounts from payments otherwise due as offsets or back charges for expenses, damages, liquidated damages, or costs for which the Contractor is liable for not to exceed 10% of the total amount of the contract. If the City chooses not to offset or deduct any such expenses, damages, liquidated damages, or costs from one or more payments or return of retainage, the City does not waive its claim for such damages and hereby expressly reserves its right to assert a claim against the Contractor for such damages.

5. Withholding. In addition to retainage under chapter 60.28 RCW, the City may, in its sole discretion, withhold any amounts sufficient to pay any claim against the Contractor of which the City may have knowledge and regardless of the informalities of notice of such claim arising out of the performance of this contract. The City may withhold the amount until either the Contractor secures a written release from the claimant, obtains a court decision that such claim is without merit, or satisfies any judgment in favor of the claimant on such claim. The City shall not be liable for interest during the period the funds are so held.

6. Compliance with Employment and Wage Laws. Contractor agrees to comply with all state and federal laws relating to the employment of labor and wage rates to be paid.

7. Disadvantaged Business Enterprises. Contractor agrees that the Contractor shall actively solicit the employment of minority group members. Contractor further agrees that the Contractor shall actively solicit bids for the subcontracting of goods or services from qualified minority

businesses. Contractor shall furnish evidence of the Contractor's compliance with these requirements of minority employment and solicitation. Contractor further agrees to consider the grant of subcontracts to said minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses. The Contractor shall be required to submit evidence of compliance with this section as part of the bid. As used in this section, the term "minority business" means a business at least fifty-one percent (51%) of which is owned by minority group members. Minority group members include, but are not limited to, African-Americans, Women, Native Americans, Asian/Pacific Islander-Americans, and Hispanic-Americans.

8. Indemnification. Except as otherwise provided in this section, the Contractor hereby agrees to save, hold harmless, defend, and indemnify the City, its officers, employees, and agents from any and all loss, claims, demands, suits, damage, or liability of any kind whatsoever, whether or not reduced to judgment or arbitration award, in connection with, or arising out of, this Contract, or resulting from Contractor's (or its subcontractor's or supplier's) performance of, or failure to perform, its express and implied obligations under the Contract. Contractor shall pay any judgment that may be obtained against the City, its officers, employees, agents, or third persons in such suit. The Contractor's obligations under this section shall not apply to loss, claims, demands, suits, damage, or liability caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular loss, claim, demand, suit, damage, or liability, and (2) such loss, claim, demand, suit, damage, or liability is caused by or results from the concurrent negligence of (a) the Contractor, its employees, subcontractors/subconsultants or agents and (b) the City or its agents or employees, then the Contractor's obligations under this section shall apply only to the extent of Contractor's negligence. The City shall give Contractor reasonable notice of such claim. The City retains the right to approve claims investigation and counsel assigned to said claim, and all investigation and legal work regarding said claim shall be performed under a fiduciary relationship to the City. This section survives any termination, completion or expiration of this Contract.

9. Insurance. The Contractor shall purchase and maintain such insurance as set forth in the Contract Documents. Failure to maintain such insurance shall be a material breach of the Contract. City shall be entitled to damages for such a breach that include, but are not limited to, any loss (including, but not limited to, third-party litigation expenses and professional fees) suffered by the City if the City is determined to be solely or concurrently negligent, and if the City suffers any loss or must pay or defend against any such claim, suit, demand or damage as a result of such breach.

10. Waiver of Industrial Insurance Immunity. Contractor waives any right of contribution against the City. It is agreed and mutually negotiated that in any and all claims against the City, its agents or employees, the Contractor, a subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts any of them may be liable, the defense and indemnification obligations hereunder shall not be limited in any way by any limitation on the amount of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under industrial worker's compensation acts, disability benefit acts, or other employees' benefit acts. Solely for the purpose of indemnification and defense as provided in this Contract, the Contractor specifically waives any immunity under the State Industrial Insurance Law, Title 51 RCW. The

Contractor expressly acknowledges that this waiver of immunity under Title 51 RCW was the subject of mutual negotiation and was specifically entered into pursuant to the provisions of RCW 4.24.115.

11. Repair of Damage. The Contractor agrees to repair and replace all property of the City and all property of others damaged by it, its employees, subcontractors, suppliers, and agents.

12. Pre-Bid Inspection and Risk of Loss. It is understood that the whole of the work under this Contract is to be done at the Contractor's risk and that: (1) prior to submitting its proposal or quote, it became familiar with the conditions of excavation, subsurface, backfill, materials, climatic conditions, location, traffic, and other contingencies that may affect the work and has made its quote or proposal accordingly and (2) that it assumes the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

13. Headings for Convenience Only. The headings in this document are for convenience only and shall not be used or considered to interpret or construe this document.

14. Effective Date. This Contract is effective as of the date of the Mayor's signature.

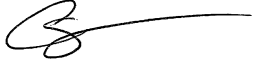
15. Counterparts/Signatures. This Contract may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this Contract may also be exchanged electronically and any electronic version of any party's signature or any electronic signature (including without limitation AdobeSign) shall be deemed to be an original signature for all purposes.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the City and Contractor have executed this Contract.

**CITY OF EVERETT
WASHINGTON**

GOLDFINCH BROTHERS INC.



Cassie Franklin, Mayor

Signature: S. Marie Whittle

Name of Signer: S. Marie Whittle

Signer's Email Address: contracts@goldfinchbros.com

Title of Signer: Senior Contract Administrator

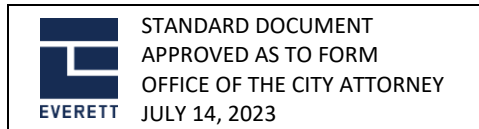
10/09/2023

Date

ATTEST



Office of the City Clerk



ATTACHMENT TO CONTRACT

GENERAL CONDITIONS

1.1 RESPONSIBILITIES OF THE CONTRACTOR

- A. Notice to Proceed. The Contractor shall not start the Work until receipt of Notice to Proceed from the City.
- B. Safety. The Contractor shall take all necessary precautions for the safety of employees on the worksite and shall comply with all applicable provisions of federal, state, and local regulations, ordinances, and codes. The Contractor shall erect and properly maintain at all time, as required by the conditions and progress of the Work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known or unusual hazards.
- C. Correction of Defects. If, during the course of the Contract, the Work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the Work to comply with the requirements of this Contract. The City shall have the right to withhold payment for such Work until it meets the requirements of the Contract Documents.
- D. Equal Employment Opportunity. The Contractor shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, national origin, or other circumstance prohibited by applicable federal, state, or local law or ordinance. The Contractor shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.
- E. Independent Contractor. The Contractor is and shall be at all times during the term of this Contract an independent contractor and not an employee of the City. Any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this Contract, shall be considered employees of the Contractor only and not of the City.
- F. Compliance with Laws. The Contractor shall comply with all federal, state, and local laws and regulations applicable to the work to be done under this Contract.
- G. Document Ownership. On payment to the Contractor by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City upon its request.
- H. Records. All records and accounts pertaining to this Contract are to be kept available for inspection by representatives of the City for a period of three (3) years after final payment. Copies shall be made available to the City upon request.

1.2 WARRANTY OF THE WORK

The Contractor shall be responsible for correcting all defects in the Work discovered within one year after the date that the City issues the Certificate of Completion for the Work. If a longer warranty period is specified elsewhere in the Contract Documents, then that longer period applies. When corrections of defects are made, the Contractor shall be responsible for correcting all defects in the corrected Work for one year after acceptance of the corrections by the City. The Contractor shall start work to remedy such defects within seven (7) days of written notice of discovery thereof by the City and shall complete such

work within a reasonable time. In emergencies where damage may result from delay or where loss of service may result, such corrections may be made by the City, in which case the cost shall be borne by the Contractor. In the event the Contractor does not accomplish corrections at the time specified, the work will be otherwise accomplished, and the cost of same shall be paid by the Contractor. All warranties in the Contract Documents are cumulative; if warranties contained in the Contract Document are different or conflict with each other, then the most stringent on the Contractor applies.

1.3 CHANGE ORDERS

- A. The City's Project Manager reserves the right to change the Work at any time. This may be done only in writing, through field directives, or otherwise. Such changes shall not invalidate the Contract nor release the surety, and the Contractor agrees to perform the Work as changed. The Contractor shall not proceed with a change to the Work without a written directive from the City's Project Manager.
- B. Changes to the Work may result in an increase or decrease in Contract Price or Contract Time. If the Contractor and the City agree on changes to Contract Price or Contract Time, the Contractor and the City shall execute an agreed change order. However, if the Contractor and the City do not agree, the City may, in its sole discretion, issue a unilateral change order changing the scope of Work and making any adjustments to the Contract Price and Contract Time in such amount and for such time as the City thinks appropriate. Any Contractor contract claim arising from such a unilateral change order must comply with contract claims provisions set forth in the Contract Documents. The Mayor will sign all change orders on behalf of the City.
- C. As directed in writing by the City's Project Manager, minor changes to the Work may proceed prior to execution of a change order. Substantial changes in the Work will often be negotiated and a change order executed before the City directs the Contractor to proceed with the change.

1.4 CONTRACT CLAIMS

The Contractor shall provide written notice to the City of any contract claim against the City relating to differing site conditions, protests, work orders, revision of work orders, damages, expenses, costs, extra work, or anything else arising out of this Contract. To the maximum extent allowed by law, a contract claim is forever waived if such notice is not delivered to the City by the earlier of (A) the date that is thirty (30) days after the discovery of the basis of such contract claim or (B) the date that is thirty (30) days after completion of the Work at issue in the contract claim.

1.5 TERMINATION OF CONTRACT

- A. Termination for Default. The City may terminate the Contract upon written notice to Contractor and its surety whenever the Contractor is deemed to be in default or fails to fulfill, in a timely and proper manner, one or more Contract obligations or is in violation of any provisions or covenants of the Contract. Termination shall be effective upon receipt of such notice by the Contractor.
 - (1) After termination of the Contractor for default, the City may transfer performance of the Work to the Contractor's surety. The City may exclude the Contractor from the worksite and take possession of the Work and all of the Contractor's tools, appliances, owned or rented construction equipment, and machinery at the worksite and use the same to the full extent they could be used by the Contractor. The City may incorporate in the Work all materials and equipment stored at the worksite or for which the City has paid the Contractor but which are not yet on the worksite. In such case, the Contractor will not be entitled to receive any further payment until the Work is finished. At the City's sole option, Contractor shall assign and transfer any contractual rights to material and

equipment to be installed, incorporated, or used in the performance of the Work. The City shall credit Contractor for the reasonable, fair market rental value of any and all Contractor-owned equipment for so long as retained and used by the City. The City shall credit Contractor for all materials and supplies on the worksite or on order, but not yet paid for by City, provided that ownership is transferred and assigned to the City and the materials and supplies conform to the requirements of the Contract Documents.

- (2) If the unpaid balance of the Contract Price exceeds the direct and indirect cost of the completed Work, including construction management services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the City. Such costs incurred by the City will be verified by the City and incorporated into a change order, but in finishing the Work, the City may negotiate for materials, equipment, and services to complete the Work and will not be required to obtain the lowest figure for Work performed.
- (3) Where the Contractor services have been so terminated by the City, the termination shall not affect any rights of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies due to the Contractor by the City will not release the Contractor from liability.
- (4) If the City terminates this Contract for default, and it is thereafter determined that the Contractor had not so failed to perform its obligations or defaulted in any way, the termination shall then be deemed to have been made for the convenience of the City pursuant to subsection B. below, Termination for Convenience.

B. Termination for Convenience. Without prejudice to any other remedy it may have under law or and/or the provisions of the Contract, the City may terminate this Contract for convenience, with or without cause, in whole or in part, at any time by giving written notice to the Contractor. Termination will be effective upon receipt of such notice by the Contractor. The Contractor shall immediately discontinue Work and take all reasonable steps with its suppliers and subcontractors to minimize cancellation charges and other costs.

- (1) After termination for convenience, payment to the Contractor shall only be for Work completed through the termination date.
- (2) To the extent not paid for by the Contract Price for completed Work, the City will pay as part of an adjustment of Contract Price those direct costs necessarily and actually incurred by the Contractor in reasonable anticipation of performing the Work that has been deleted or terminated.
- (3) No claim for damages of any kind for loss of anticipated profits or consequential damages will be allowed because of termination for convenience.
- (4) In no event will the total payment to the Contractor exceed the total Contract Price as modified by approved change orders less those amounts paid to the Contractor before the effective date of the termination.

1.6 INSURANCE

A. The Contractor shall comply with the following conditions and procure and keep in force during the term of this Contract, at the Contractor's own cost and expense, the following policies of insurance with companies authorized to do business in the State of Washington, which are rated

at least "A-" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.

- a. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence.
 - b. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate.
 - c. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile.
- B. The above liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without thirty (30) days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of the Contractor to furnish the required insurance during the term of this Contract.
- C. Upon written request by the City, the insurer or their agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.
- D. Prior to the Contractor performing any Work, Contractor shall provide the City (or the City's designee) with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. The Contractor shall provide the City (or its designee) with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees, agents, and volunteers as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Contract and that such insurance shall apply as primary insurance on behalf of such Additional Insureds, or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City (or its designee) of any certificate showing less coverage than required is not a waiver of the Contractor's obligations to fulfill these requirements. The Description of Operations on the Certificate of Insurance must read: "The above commercial general and auto liability policies are primary as to the City of Everett; have the City of Everett, its officers, employees, agents, and volunteers as additional insureds; and contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City of Everett."
- E. The Contractor shall require subcontractors to provide coverage that complies with the requirements stated herein.

1.7 PREVAILING WAGES

A. Prevailing Wage Rates & Benefit Code Key

This Contract is subject to the requirements of Chapter 39.12 RCW and, as it may be amended, relating to prevailing wages. The wage rates to be paid to all laborers, workers, and mechanics who perform any part of this Contract shall not be less than the prevailing wage rates as required by Chapter 39.12 of the Revised Code of Washington, as amended. This requirement applies to laborers, workers, and mechanics whether they are employed by the Contractor, subcontractors, sub-subcontractors, or any other person who performs a portion of the Work contemplated by this Contract.

The State of Washington prevailing wage rates applicable for this public works project, which is located in Snohomish County, may be found at the following website address for the Department of Labor & Industries: <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>.

The prevailing wage rates in effect on the quote date are the prevailing wage rates that apply to this project, no matter how long it lasts, unless the Contract is awarded more than six (6) months after the quotes were due. For those contracts where the award was delayed more than six (6) months, the prevailing wage rate in effect on the date of the award shall apply for the duration of the Contract.

A copy of the applicable prevailing wage rates is also available for viewing at the City of Everett's Procurement Office, located at 3200 Cedar Street, Everett, WA 98201. Upon request, the City of Everett will mail a hard copy of the applicable prevailing wages for this project.

In referencing such rates, the City does not imply or warrant that the Contractor will find labor available at those rates. It is the Contractor's sole responsibility to determine the wage rates actually paid.

B. Prevailing Wage Compliance

The Contractor agrees to comply with all state and federal laws relating to the employment of labor and wage rates to be paid. The hourly wages to be paid laborers, workers, or mechanics shall be not less than the prevailing rate of wage for an hour's work in the same trade or occupation in Snohomish County.

The Contractor shall post the Prevailing Rate of Wage Statement in a location readily visible to workers at the job site or as allowed by RCW 39.12.020. The "Statement of Intent to Pay Prevailing Wages" shall include:

- (1) The Contractor's registration certificate number; and
- (2) The prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020, and the estimated number of workers in each classification.

C. Intents and Affidavits

Contractor shall comply with RCW 39.12.040. This project is considered a public work that requires each and every contractor, sub-contractor, and lower-tier contractors ("Contractors") working on the Project file the Statement of Intent to Pay Prevailing Wages (Intent), and Affidavit of Wages Paid (Affidavit) forms. Contractors are responsible for filing all forms with the Department of Labor and Industries (L&I) and are responsible for paying all filing fees. These forms are required regardless of the dollar amount.

The Intent form is filed immediately after the contract is awarded and before work begins, if possible. The City shall not make any payments until Contractors have submitted an Intent form that L&I has approved.

The Affidavit form is not filed until after all Work has been physically completed and accepted by the City. The City will not release final payment until all Contractors have submitted an Affidavit of Wages that L&I has approved.

Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid must be filed electronically with the Department of Labor and Industries. Information can be found at: <https://lni.wa.gov/licensing-permits/public-works-projects/contractors-employers/>

1.33 SUBCONTRACTOR RESPONSIBILITY

The Contractor shall include the language of this section in each of its first-tier subcontracts and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.

At the time of the execution of any subcontract, the Contractor shall verify that each of its first-tier subcontractors meets the following bidder responsibility criteria by requiring each subcontractor to:

- a. Provide a current certificate of registration in compliance with chapter 18.27 RCW, as amended, which must be in effect at the time of quote submittal;
- b. Provide a current Washington Unified Business Identifier (UBI) number;
- c. Provide proof of Industrial Insurance (worker's compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW, or provide a signed certification that such insurance is not required;
- d. Provide a current Washington Employment Security Department number, as required in Title 50 RCW, or provide a signed certification that such number is not required;
- e. Provide a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW or provide a signed certification that such number is not required;
- f. Provide an electrical contractor license, if required by Chapter 19.28 RCW;
- g. Provide an elevator contractor license, if required by Chapter 70.87 RCW; and
- h. Provide a signed certification that the subcontractor is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

1.34 PAYMENT

Progress payments less retainage are allowed.

Unless otherwise determined by the City pursuant to RCW 39.04.0155(2)(f), the City will retain a sum of five percent (5%) of the monies earned by the Contractor pursuant to Chapter 60.28 RCW. The Contractor may elect to execute a Retainage Bond.

Final retainage payment or bond will be released in one lump sum sixty (60) days after the Project Manager has accepted the contract as physically complete or upon receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

All invoices must list the Purchase Order number and are to be submitted to:

City of Everett-Accounts Payable
PO Box 12130,
Everett WA 98201
or email to: accountspayable@everettwa.gov

1.35 LIQUIDATED DAMAGES

THE PARTIES AGREE THE CITY WILL SUFFER DAMAGE AND BE PUT TO ADDITIONAL EXPENSE IN THE EVENT THAT THE CONTRACTOR DOES NOT COMPLETE THE WORK IN ALL RESPECTS AND HAVE IT READY FOR USE BY THE PHYSICAL COMPLETION DATE STATED ABOVE. BECAUSE IT IS DIFFICULT TO ACCURATELY COMPUTE THE AMOUNT OF SUCH COSTS AND DAMAGES, THE CONTRACTOR HEREBY COVENANTS AND AGREES TO PAY TO THE CITY LIQUIDATED DAMAGES FOR EACH AND EVERY CALENDAR DAY IN THE AMOUNTS SET FORTH IN THIS SECTION UNLESS A DIFFERENT CALCULATION FOR LIQUIDATED DAMAGES IS PROVIDED ELSEWHERE IN THE CONTRACT DOCUMENTS. THIS IS NOT INTENDED TO SERVE AS A PENALTY. FOR FAILURE TO ACHIEVE PHYSICAL COMPLETION BY THE PHYSICAL COMPLETION DATE STATED ABOVE, THE CONTRACTOR SHALL PAY LIQUIDATED DAMAGES TO THE CITY COMPUTED AT THE DAILY RATE OF FIFTEEN PERCENT (15%) OF THE CONTRACT PRICE DIVIDED BY THE NUMBER OF DAYS OF CONTRACT TIME STATED ABOVE.

1.36 PAYMENT & PERFORMANCE BONDS

Unless otherwise determined by the City pursuant to RCW 39.08.010(3), the successful Contractor will be required to make, execute, and deliver performance and payment bonds equal to the amount of the full contract price with a surety company as surety. Award is conditioned that the successful Contractor shall faithfully perform all the provisions of this contract and pay all laborers, mechanics, subcontractors, and material men and all persons who supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work. The bonds shall be issued by a corporate surety acceptable to the City of Everett, licensed to do business in the State of Washington, and must be filed with the City. The surety must agree to be bound by the laws of the State of Washington and subject to the jurisdiction of the State of Washington. The Performance Bond and separate Payment Bond must be on the forms provided by the City of Everett.

In the event the surety becomes unacceptable to the City of Everett during the course of the Contract, Contractor must, upon the City of Everett's written request and at Contractor's sole cost and expense, obtain payment and performance bonds from another surety acceptable to the City of Everett.

1.37 MISCELLANEOUS

- A. Any waiver by the City or the breach of any provision of this Contract by the Contractor will not operate or be construed as a waiver of any subsequent breach by the Contractor or prevent the City from enforcing any such provisions thereafter.
- B. This Contract may not be assigned by the Contractor without the written consent of the City, which consent may be withheld in the City's sole discretion.
- C. This Contract contains the complete and integrated understanding and Contract between the parties and supersedes any understanding, agreement, or negotiation, whether oral or written, not set forth herein.
- D. Unless otherwise directed in writing by the City's Project Manager, notices to the City must be in writing and shall be delivered to the City's Project Manager by registered or certified mail, postage prepaid, or delivered by hand. Notices to the Contractor may be delivered to the Contractor by mail or email to the address for Contractor on Form 3.01 or to any other address reasonably calculated to give the Contractor notice.

- E. This Contract may only be modified by a written change order executed in accordance with the Contract.
- F. If any part of this Contract is found to be in conflict with applicable laws, such part shall be inoperative, null, and void, insofar as it is in conflict with said laws, and the remainder of the Contract shall remain in full force and effect.
- G. Exclusive venue for any lawsuit arising out of this Contract shall be in the Superior Court of Snohomish County, Washington. The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Contract.

ATTACHMENT TO CONTRACT

SPECIFICATIONS

2.1 PROJECT DESCRIPTION & COMPLETION TIME

This window replacement project consists of removing and replacing two (2) glass windows into an existing storefront window frame on the first floor of the south side of the Everett Municipal Building (EMB).

The work must be physically completed in all respects and ready for final acceptance within 120 calendar days of the date of issuance of the Notice to Proceed.

The engineer's estimate is \$11,000.

2.2 NOT USED

2.3 WORK TO BE PERFORMED

The following details specify the work tasks that are included in this contract price:

- Remove and replace two (2) large broken windows into the existing storefront window frame. Photos of the windows needing replacement are attached in Appendix A. Window specifications are as follows:
 - Approximately 67" by 131".
 - 7/8" glass thickness.
 - Insulated glass.
 - Bronze glass on one side.

2.4 CONTRACTOR RESPONSIBILITIES

The Contractor will:

- Field verify measurements of windows prior to ordering project supplies and any work commencing.
- Provide pedestrian traffic control signage, cones, and barricades to ensure public access to the building during construction.
- Provide and coordinate delivery of all construction materials and equipment necessary to complete the project.
- Properly dispose of windows, trash, and debris at the end of each working day.
- Ensure no equipment or tools are left onsite at the end of each workday.

2.5 CITY OF EVERETT RESPONSIBILITIES

The City of Everett will coordinate access, working hours, parking, and special materials and equipment storage for the contractor.

2.6 SUB-CONTRACTING

The Contractor must obtain the City of Everett's written consent prior to entering into any subcontract under this contract.

2.7 TECHNICAL SUBMITTALS

To ensure that the specified products are furnished and installed in accordance with the design intent, Contractor must submit the shop drawings of glass that include dimensions and finish.

2.8 MATERIALS AND EQUIPMENT TO BE FURNISHED

The Contractor must furnish all labor, tools, equipment, materials, supplies, and any other item(s) necessary to successfully complete the project as specified.

2.9 LOCATION OF WORK

All work will be performed on the south side of the Everett Municipal Building, 2930 Wetmore Avenue, Everett, WA 98201.

2.10 WORK HOURS

All work under the contract will be performed during normal working hours, Monday – Friday, 8:00 am – 5:00 pm, excluding weekends and holidays. The Contractor must adhere to the City's Noise Ordinance, which may be viewed at <https://everettwa.gov/253/Safety>.

2.11 SUBMITTALS

Prior to commencing any work on the project, the Contractor to provide a Project Timeline and Schedule to the City's Project Manager. The Contractor must adhere to the submitted scheduled start and completion dates; any alteration to the schedule must be pre-approved by the City's Project Manager.

2.12 MOBILIZATION

Mobilization, Traffic Control, Property Restoration, disposal, and all other incidental charges shall be included in the contract price.

Appendix A

May 23, 2023 at 9:06:05 AM
2930 Wetmore Ave
Everett WA 98201
United States



May 23, 2023 at 9:05:47 AM
1653-1699 Wall St
Everett WA 98201
United States














EMB Window Replacement_092823_SD

Final Audit Report

2023-10-09


Created:	2023-10-02
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAARnLfCSYg_I5lvqLv9a_3fKuMF3YugybS

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 Agreement completed.

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