Copy

CONTRACT NUMBER:

CITY OF OLYMPIA
CONTRACT

THIS AGREEMENT is entered into between the City of Olympia (the "City") and Black Hills Excavating Inc. of Olympia, Washington, (the "Contractor"), for the project known as Woodruff Park Sport Court Reconstruction (the "Project"), project number 1866H.

PROJECT DESCRIPTION. The Project provides for the demolition of existing tennis courts and reconstruction of new courts and associated site improvements at Woodruff Park in Olympia, WA. The finished project will include the construction of two new tennis courts, four new pickleball courts, new fencing, improvements to site parking lot and sidewalks, site storm drainage improvements, and miscellaneous park upgrades, all in accordance with the Contract Documents.

IN CONSIDERATION OF THE TERMS AND CONDITIONS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

CITY RESPONSIBILITIES. The City agrees to engage the Contractor to perform all work necessary to complete the Project according to the Project plans and specifications under the terms and conditions contained in this Agreement. The City agrees to pay the Contractor according to the Project plans and specifications and the schedule of unit or itemized prices outlined in the Contractor's bid proposal at the time, in the manner and upon the conditions provided for in this Agreement. The contract bid amount is $515,691.06, which includes any applicable sales or use tax.

CONTRACTOR RESPONSIBILITIES. The Contractor shall perform all work and furnish and bear the expense of all tools, materials, equipment, and labor as may be required for the transfer of materials and for construction and completion of the Project, except as is otherwise designated in the Project plans and specifications, "to be provided by the City." The Contractor agrees to perform any necessary alterations in or additions to the work as required by the City. The Contractor shall complete the Project in accordance with and as described in the Project plans and specifications, and the edition of the Washington State Standard Specifications for Road, Bridge, and Municipal Construction (WSDOT Specifications) referenced in the Project specifications. Contractor binds himself, his heirs, executors, administrators, successors, and assigns.

PROJECT TIMELINE. Work on the Project shall begin on the date provided in the Notice to Proceed and shall be completed in the number of working days outlined in the Project specifications.

LIQUIDATED DAMAGES. If the Project is not completed within the allotted working days, the Contractor agrees to pay to the City liquidated damages in the amount calculated per the WSDOT Specifications for each day the Project remains incomplete after expiration of the Project timeline.

DOCUMENTS INCORPORATED BY REFERENCE. The documents incorporated by reference, as if fully set forth in this Agreement, include the Project plans and specifications, the Contractor's bid proposal, and the edition of the Washington State Standard Specifications for Road, Bridge, and Municipal Construction referenced in the Project Specifications.

INDEMNIFICATION. The Contractor agrees to indemnify, defend, and hold harmless the City and its officers and employees from any claims, suits, actions, damages, or liability whatsoever which may result from or arise out of the Contractor's work under this Agreement. This provision shall not apply to those claims or damages that are determined to have been caused by the sole negligence of the City, its officers, or employees.

EFFECTIVE DATE. The parties to this Agreement have caused it to be fully executed on the date of the last authorizing signature below.

CITY OF OLYMPIA

City Manager — Date: 2/25/20

Approved as to form:

Deputy City Attorney — Date: 2/6/2020

CONTRACTOR

I certify by signing below that I am a duly authorized signatory for the Contractor:

(Signature) — Date

(Printed Name)

(Printed Title)

PUBLIC WORKS PAYMENT BOND
to City of Olympia, WA

Bond No. _____

The City of Olympia, Washington, (City) has awarded to Black Hills Excavating Inc. (Principal), a contract for the construction of the project designated as Woodruff Park Sport Court Reconstruction, Project No. 1866H, in Olympia, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and _____ (Surety), a corporation organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, in the sum of Five Hundred Fifteen Thousand Six Hundred Ninety One and 06/100 US Dollars ($515,691.06) Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 39.08, 39.12, and 60.28 including all workers, laborers, mechanics, subcontractors, and material suppliers, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration, or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration, or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL	SURETY
_____	_____
Principal Signature Date	Surety Signature Date
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

Name, address, and telephone of local office/agent of Surety Company is:

_____

_____

_____

Approved as to form:

_____ 7/6/2020

Deputy City Attorney, City of Olympia Date

PERFORMANCE BOND
to City of Olympia, WA

Bond No. _____

The City of Olympia, Washington, (City) has awarded to Black Hills Excavating Inc. (Principal), a contract for the construction of the project designated as Woodruff Park Sport Court Reconstruction, Project No. 1866H, in Olympia, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and _____ (Surety), a corporation, organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, in the sum of Five Hundred Fifteen Thousand, Six Hundred Ninety One and 06/100 US Dollars ($515,691.06) Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration, or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration, or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL	SURETY
_____	_____
Principal Signature Date	Surety Signature Date
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

Name, address, and telephone of local office/agent of Surety Company is:

_____

_____

_____

Approved as to form:

_____ 2/6/2020

Deputy City Attorney, City of Olympia Date