

## CONTRACT AGREEMENT 09-011-TRN-004

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THIS AGREEMENT, made in three (3) copies, each of which shall be deemed original, and entered into this \_\_\_\_ day of \_\_\_\_\_, 2010, between the City of Anacortes, Washington, a Municipal Corporation (hereinafter called OWNER) and Schwetz Construction, Inc. (hereinafter called the Contractor.)

### WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the OWNER and CONTRACTOR hereto covenant and agree as follows:

#### I. WORK.

The Contractor shall do all work and furnish all tools, materials, equipment, and transportation required for the construction of 6<sup>th</sup> Street Reconstruction Project - 2009, Project No. PW#09-011-TRN in accordance with and as described in the City of Anacortes document entitled "**Plans, Specifications, and Contract Documents 6th Street Reconstruction Project**" dated January 2010 and City of Anacortes letter of February 17, 2010 which are hereby incorporated by reference and made a part hereof, and shall perform any changes to the work in accord with the Contract Documents.

#### II. ENGINEER.

Unless otherwise specifically stated, the word "Engineer" shall be understood to mean the OWNER'S Project Manager or the OWNER'S authorized representative who will perform the Contract Administration and field inspection responsibilities

#### III. CONTRACT TIMES AND LIQUIDATED DAMAGES.

##### A. Contract Times:

1. Unless modified by the proposal, work shall start within **Ten (10) working days** after issuance of the Notice to Proceed. Physical Completion as defined in section 1-08.5 of the Special Provisions shall be achieved within **45 Forty-Five working days** of the Notice to Proceed. The Contract Time shall commence upon issuance of the Notice to Proceed.

##### B. Liquidated Damages:

1. If said work is not completed within the time specified for Physical Completion, the Contractor agrees to pay the Owner the sum specified in Section 1-08.9 of the Standard Specifications for each and every working day said work remains incomplete after expiration of the specified time, as liquidated damages.

#### IV. CONTRACT PRICE.

The OWNER, hereby promises and agrees with the Contractor to retain and does retain the Contractor to provide the materials and to do and cause to be done the above-described work and to complete and finish the same according to the plans and specifications contained in document entitled "Plans, Specifications, and Contract Documents – 6<sup>th</sup> Street Reconstruction Project – 2009, January 2010", and the terms and conditions herein contained, and hereby the OWNER contracts to pay

CONTRACTOR for completion of the Work and in accordance to the same and the attached bid schedule, which is included as an Exhibit to this Agreement based upon the Unit Prices shown. The total contract price is **Four Hundred Twenty-Six Thousand One Hundred Eighty-Seven Dollars and Twelve Cents (\$426,187.12)**.

A. Retainage:

1. OWNER shall retain from progress payments not more than five (5) percent of the value of Work completed, including stored materials. Said amount to be held and treated in accordance with RCW 60.28.

B. Interest:

1. Moneys not paid when due as provided in the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

V. CONTRACTOR REPRESENTATIONS.

In order to induce OWNER to enter in this Agreement, CONTRACTOR'S representations are as set forth as follows:

- A. CONTRACTOR has familiarized him/herself with the nature and extent of the Contract Document, scope of Work, site conditions, locality, general nature of work to be performed by OWNER or others at the site that relates to Work required by the Contract Documents and local conditions and federal, state, and local laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of Work.
- B. CONTRACTOR has carefully studied and examined the supplement, referred to above, which pertain to the conditions (subsurface or physical) to or contiguous to the site which may affect cost, progress, performance, or furnishing of said Work as CONTRACTOR deems necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with other terms and conditions of the Contract Documents, including specifically the provisions of the 2010 WSDOT Specifications; and no additional or supplementary examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by CONTRACTOR for such purposes.
- C. CONTRACTOR has reviewed and checked information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and has included costs as defined by WSDOT Specifications.
- D. CONTRACTOR has correlated information known to CONTRACTOR and results of such observations, familiarizations, examination, investigations, explorations, tests, and studies with Contract Documents.
- E. CONTRACTOR has given OWNER written notice of conflicts, errors, ambiguities or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of terms and conditions for performing and furnishing Work.

VI. CONTRACT DOCUMENTS.

- A. Contract Documents that comprise the entire Agreement between OWNER and CONTRACTOR concerning Work are defined in the WSDOT Specifications.
- B. Exhibits to this Agreement include:
  - 1. Conformed Bid Form signed by CONTRACTOR.
  - 2. Executed Performance and Payment Bond.
  - 3. Required documents submitted by the CONTRACTOR prior to the execution of Agreement as identified in the "Instruction to Bidders".

VII. MISCELLANEOUS

- A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound, and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment. No assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- B. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.
- C. It is further provided that no liability shall attach to the City of Anacortes, Washington, by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF the Contractor has executed this instrument on the day and year first below written and the Authorized Official has caused this instrument to be executed by and in the name of the City of Anacortes the day and year first above written.

SCHWETZ CONSTRUCTION, INC.

Donna J. Schwetz  
Signature

Donna J. Schwetz  
Printed

President  
Title

February 18, 2010  
Date

CITY OF ANACORTES

H. Lee Maphis  
MAYOR

3/1/10  
Date

and materials required to perform the work, including all allowances for overhead and profit for each type of work called for in these contract documents.

The undersigned bids for complete construction of the following described project:

The project provides for the construction of approximately 815 linear feet of curb/gutter, sidewalk improvements within the right-of way of 6<sup>th</sup> Street, including but not limited to excavating concrete, asphalt, etc, grading, construction of cement concrete curb and sidewalks, sidewalk ramps, paving, plastic markers, storm pipe and structures and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications. The project begins at the intersection of 6<sup>th</sup> and I Avenue and runs easterly towards the intersection of 6<sup>th</sup> Street and O Avenue.

**CITY OF ANACORTES 6<sup>th</sup> STREET RECONSTRUCTION PROJECT - 2009**

NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
1	1 LS	MOBILIZATION 1-09.14	At \$ <u>36,613<sup>00</sup></u> Per Lump Sum	\$ <u>36,613<sup>00</sup></u>
2	1 LS	PROJECT TEMPORARY TRAFFIC CONTROL 1-10.5	At \$ <u>10,000<sup>00</sup></u> Per Lump Sum	\$ <u>10,000<sup>00</sup></u>
3	1 LS	TEMPORARY EROSION CONTROL 8-01.5	\$ <u>4008<sup>00</sup></u> Per Lump Sum	\$ <u>4008<sup>00</sup></u>
4	1 LS	S.P.C.C PLAN 1-07.15(1)	At \$ <u>150<sup>00</sup></u> Per Lump Sum	\$ <u>150<sup>00</sup></u>
5	1 LS	SURVEYING - CONSTRUCTION STAKING AND AS-BUILT INFORMATION 1-10.5(1)	At \$ <u>7200<sup>00</sup></u> Per Lump Sum	\$ <u>7,200<sup>00</sup></u>
6	4,510 CY	ROADWAY EXCAVATION INCL. HAUL 2-03.5	At \$ <u>7<sup>32</sup></u> Per Cubic Yard	\$ <u>33,013<sup>20</sup></u>
7	5,000 SY	NON-WOVEN GEOTEXTILE FABRIC 9-33.1(2)	At \$ <u>1<sup>30</sup></u> Per Square Yard	\$ <u>6,500<sup>00</sup></u>
8	2,750 TON	GRAVEL BORROW, INCL. HAUL 2-03.5	At \$ <u>6<sup>81</sup></u> Per Ton	\$ <u>18,727<sup>50</sup></u>

NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
9	1574 TON	CRUSHED SURFACING BASE COURSE 4-04.5	At \$ <u>17 75</u> Per Ton	\$ <u>27 938 50</u>
10	814 TON	HMA CL. 1/2-inch PG64-22 5-04.5	At \$ <u>73 45</u> Per Ton	\$ <u>59,788 30</u>
11	130 LF	SOLID WALL PVC STORM SEWER PIPE, 8" DIAMETER 7-04.5	At \$ <u>22 00</u> Per Linear Foot	\$ <u>2860 00</u>
12	55 LF	DUCTILE IRON STORM SEWER PIPE, 8" DIAMETER 7-04.5	At \$ <u>40 00</u> Per Linear Foot	\$ <u>2,200 00</u>
13	209 LF	SOLID WALL PVC STORM SEWER PIPE, 10" DIAMETER 7-04.5	At \$ <u>24 25</u> Per Linear Foot	\$ <u>5068 25</u>
14	125 LF	DUCTILE IRON STORM SEWER PIPE, 10" DIAMETER 7-04.5	At \$ <u>40 10</u> Per Linear Foot	\$ <u>5012 50</u>
15	340 LF	SOLID WALL PVC STORM SEWER PIPE 12" DIAMETER 7-04.5	At \$ <u>25 00</u> Per Linear Foot	\$ <u>8,500 00</u>
16	77 LF	DUCTILE IRON STORM SEWER PIPE 12" DIAMETER 7-04.5	At \$ <u>43 00</u> Per Linear Foot	\$ <u>3311 00</u>
17	16 EA	CATCH BASIN - TYPE 1 7-05.5	At \$ <u>892 00</u> Per Each	\$ <u>14272 00</u>
18	1 LS	PRIVATE STORM DRAIN LINE 7-01.5	At \$ <u>1102 00</u> Per Lump Sum	\$ <u>1102 00</u>
19	3 EA	ADJUST CATCH BASIN 7-05.5	At \$ <u>621 13</u> Per Each	\$ <u>1863 39</u>

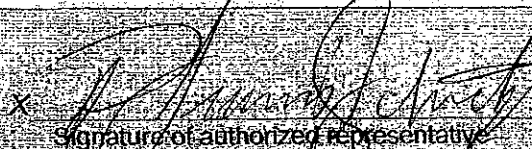
NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
20	1 LS	STORM TREATMENT SYSTEM 7-05.5	At \$ <u>6,705<sup>00</sup></u> Per Lump Sum	\$ <u>6,705<sup>00</sup></u>
21	10 EA	SERVICE CONNECTION 1-INCH DIAMETER 7-15.5	At \$ <u>1,052<sup>00</sup></u> Per Each	\$ <u>10,520<sup>00</sup></u>
22	16 EA	ADJUST VALVE CASINGS TO GRADE 7-12.5	At \$ <u>200<sup>00</sup></u> Per Each	\$ <u>3,200<sup>00</sup></u>
23	1 EA	HYDRANT ASSEMBLY 7-14.5	At \$ <u>5,200<sup>00</sup></u> Per Each	\$ <u>5,200<sup>00</sup></u>
24	1 EA	RESETTING EXISTING HYDRANT 7-14.5	At \$ <u>2,263<sup>81</sup></u> Per Each	\$ <u>2,263<sup>81</sup></u>
25	1 EA	ABANDONMENT OF EXISTING HYDRANTS 7-14.5	At \$ <u>812<sup>29</sup></u> Per Each	\$ <u>812<sup>29</sup></u>
26	26 EA	WATER METER BOXES 9-30.6(7)	At \$ <u>303.50</u> Per Each	\$ <u>7,891<sup>00</sup></u>
27	1,620 LF	CEMENT CONCRETE TRAFFIC CURB AND GUTTER 8-04.5	At \$ <u>10.20</u> Per Linear Foot	\$ <u>16,524<sup>00</sup></u>
28	2023 SY	CEMENT CONCRETE SIDEWALK 8-14.5	At \$ <u>24<sup>58</sup></u> Per Square Yard	\$ <u>49,725<sup>34</sup></u>
29	141 SY	CEMENT CONCRETE DRIVEWAY 8-14.5	At \$ <u>59<sup>00</sup></u> Per Square Yard	\$ <u>8,319<sup>00</sup></u>
30	64 SY	CEMENT CONCRETE SIDEWALK RAMP, TYPE 1 8-14.5	At \$ <u>59<sup>00</sup></u> Per Square Yard	\$ <u>3,776<sup>00</sup></u>
31	25 SY	CEMENT CONCRETE SIDEWALK RAMP, TYPE 4B 8-14.5	At \$ <u>59<sup>00</sup></u> Per Square Yard	\$ <u>1,475<sup>00</sup></u>

NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
32	140 SY	CEMENT CONCRETE SIDEWALK RAMP, TYPE BLENDED TRANSITION 8-14.5	At \$ <u>59<sup>00</sup></u> Per Square Yard	\$ <u>8260<sup>00</sup></u>
33	314 SY	CEMENT CONCRETE RAISED CROSSWALK 5-05.3(21)E	At \$ <u>45<sup>12</sup></u> Per Square Yard	\$ <u>14167<sup>68</sup></u>
34	84 SF	CURB RAMP DETECTABLE WARNING SURFACE RETROFIT 8-14.5	At \$ <u>50<sup>00</sup></u> Per Square Foot	\$ <u>4200<sup>00</sup></u>
35	479 LF	SAWCUTTING ASPHALT 2-02.5	At \$ <u>154</u> Per Linear Foot	\$ <u>737<sup>66</sup></u>
36	130 LF	SAWCUTTING CONCRETE 2-02.5	At \$ <u>5<sup>79</sup></u> Per Linear Foot	\$ <u>752<sup>70</sup></u>
37	3 EA	MONUMENT CASE AND COVER 8-13.5	At \$ <u>300<sup>00</sup></u> Per Each	\$ <u>900<sup>00</sup></u>
38	185 CY	TYPE "A" TOPSOIL 8-02.5	At \$ <u>45<sup>00</sup></u> Per Cubic Yard	\$ <u>8325<sup>00</sup></u>
39	60 LF	INSTALL ROOT BARRIER 8-02.5	At \$ <u>9<sup>00</sup></u> Per Linear Foot	\$ <u>540<sup>00</sup></u>
40	2000 SY	INSTALL SOD 8-02.5	At \$ <u>4<sup>00</sup></u> Per Square Yard	\$ <u>8000<sup>00</sup></u>
41	1 LS	PERMANENT SIGNING 8-21.5	At \$ <u>4000<sup>00</sup></u> Per Lump Sum	\$ <u>4000<sup>00</sup></u>
42	817 LF	PLASTIC LINE, 4-INCH WHITE 8-22.5	At \$ <u>2<sup>00</sup></u> Per Linear Foot	\$ <u>1634<sup>00</sup></u>

NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
43	1176 LF	PLASTIC LINE, 4-INCH YELLOW 8-22.5	At \$ <u>2<sup>00</sup></u> Per Linear Foot	\$ <u>2352<sup>00</sup></u>
44	659 LF	PLASTIC WIDE LINE - WHITE 8-22.5	At \$ <u>3<sup>00</sup></u> Per Linear Foot	\$ <u>1977<sup>00</sup></u>
45	40 LF	PLASTIC STOP LINE 8-22.5	At \$ <u>10<sup>00</sup></u> Per Linear Foot	\$ <u>400<sup>00</sup></u>
46	231 SF	PLASTIC CROSSWALK LINE 8-22.5	At \$ <u>4<sup>00</sup></u> Per Square Foot	\$ <u>924<sup>00</sup></u>
47	2 EA	PLASTIC TRAFFIC ARROW 8-22.5	At \$ <u>175<sup>00</sup></u> Per Each	\$ <u>350<sup>00</sup></u>
48	86 EA	PLASTIC TRAFFIC LETTER 8-22.5	At \$ <u>48<sup>00</sup></u> Per Each	\$ <u>4128<sup>00</sup></u>
Sub-Total base bid:				\$ <u>426187<sup>12</sup></u>
Base Bid Value Adjustment, plus or Minus				\$ _____
Total Base Bid				\$ <u>426187<sup>12</sup></u>

**Note:**

If the bid value adjustment is used to increase or decrease the SUB-TOTAL BASE BID, the Contractor who is awarded the project is required to submit a new complete proposal form with the adjustment to unit prices made together with the price extension. Said submittal will be made with two working days of the bid opening.

	02-02-2010
Signature of authorized representative	Date
P. Travis Schwartz	Chief Estimator
Name of signer	Title

Proposal must be signed by an authorized representative of the firm submitting this bid.



**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

Addendum   1  , Initial   RJS  

Addendum       , Initial       

Addendum       , Initial       

Addendum       , Initial       

A proposal deposit in an amount of five percent (5%) of the total bid, is attached here in the form indicated below:

Bid Bond

Cashier's Check

Certified Check

Cash

Name of Bidder: Schwetz Construction, Inc.

Mailing Address: P.O. Box 449

City, State, Zip: Sedro Woolley, WA 98284

Telephone: (360) 299-2229 Fax: (360) 588-8619

Contractor's State License No.: SCHWECT103MC

City of Anacortes Business License (Required if contract awarded) WASHINGTON STATE - Expires 05-31-2010

By signing this proposal, the bidder agrees to all requirements contained in the contract documents.

(Corporate Seal) Schwetz Construction Inc.  
Donna J. Schwetz Name of Bidder President Title  
01-29-2010 Date Donna J Schwetz Signature of Bidder