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PORT OF FRIDAY HARBOR  
NOTICE OF BID**

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**PORT OF FRIDAY HARBOR**  
**NOTICE OF BID**  
**SMALL WORKS ROSTER – UNDER \$350,000**

**Unit Price Electrical Work**  
**Friday Harbor, Washington**

Notice is hereby given that bids for Unit Price Electrical Work for the Port of Friday Harbor will be received until 3:00 p.m. February 05, 2024. The official time shall be taken from the designated clock at the location noted above. Any bids received after the specified time and date will not be considered. Bids will then and there be publicly opened and read aloud.

The scope of work generally consists of furnishing all labor, materials, and equipment necessary for performing the following types of work on an hourly or unit price basis, without any guarantee as to volume of such work, for the next three (3) year period, with the Port's option for a one (1) year renewal, at properties owned by the Port: electrical work, not to exceed three hundred and fifty thousand dollars (\$350,000). Specifications, including Contract Documents, are available at the Port of Friday Harbor's office, 204 Front Street, Friday Harbor, WA 98250 for public inspection, and may be obtained for a non-refundable fee of \$10. For more information contact Todd Nicholson at (360) 378-2688.

Each bid in must be accompanied by a cashier's check, money order, or a surety bid bond in an amount not less than five percent (5%) of the total bid based on the estimated quantities included within the Contract Documents, made payable to the Port of Friday Harbor.

The Port of Friday Harbor reserves the right to reject any or all bids and to waive any irregularities or informalities.

All bids submitted shall be considered as valid offers for a period of thirty (30) days from the date of the bid opening during which time the Port of Friday Harbor will make the award or return all bids.

Notice to be published: Port Website and Port Small Works Roster Vendors

## BIDDER'S CHECKLIST

The bidder's attention is especially called to the following forms which must be completed in full as required and submitted collectively as the bid proposal package:

\_\_\_\_\_ 1. PROPOSAL FORM – The unit prices must be shown in the space provided. Show unit prices in both words and figures when required.

\_\_\_\_\_ 2. BID BOND – This form is to be completed by the bidder and the surety company unless bid is accompanied by a certified check. The amount of this bid bond shall not be less than five percent (5%) of the total amount of the bid based on the estimated quantities.

\_\_\_\_\_ 3. WAGE COMPLIANCE CERTIFICATION – To be signed.

\_\_\_\_\_ 3. NON-COLLUSION AFFIDAVIT – To be signed and notarized.

\_\_\_\_\_ 4. ADDENDUM – Failure to acknowledge receipt of an Addenda may render a bid non-responsive.

**The following forms are to be executed and submitted within ten (10) calendar days after notice of award.**

\_\_\_\_\_ 1. CONTRACT – To be executed by the successful bidder.

\_\_\_\_\_ 2. PERFORMANCE / PAYMENT BONDS – The Port's standard Performance/Payment Bond Form, included with this Invitation to Bid, must be executed by the successful bidder and their surety company for any Work Orders over \$50,000.

\_\_\_\_\_ 3. CERTIFICATE OF INSURANCE – Form to be furnished by Contractor's insurance company.

\_\_\_\_\_ 4. CONTRACTOR'S DECLARATION – RETAINED PERCENTAGE – Contractor's Declaration of Option for Management of Statutory Retained Percentage.

\_\_\_\_\_ 5. STATEMENT OF INTENT TO PAY PREVAILING WAGES – To be filed immediately after the contract is executed and before work begins.

**PORT OF FRIDAY HARBOR**  
**PROPOSAL FORM**

PORT OF FRIDAY HARBOR  
204 FRONT STREET  
PO BOX 889  
FRIDAY HARBOR, WA 98250

1. BIDS - Having carefully examined the site, bid documents, and Specifications for the Unit Price Electrical Work for the Port of Friday Harbor, located in San Juan County, the undersigned proposes to furnish all labor and equipment required to perform all work in accordance with the above named documents, without any guarantee as to the actual quantity of work to be performed, for the following unit prices:

TYPE OF WORK	UNIT PRICE (HOURLY)	ESTIMATED QUANTITY (HOURS)	LINE ITEM TOTAL (UNIT PRICE X ESTIMATED QUANTITY)
Journeyman Electrician		200	
Apprentice Electrician		300	

**TOTAL OF ALL LINE ITEMS:**     \$ \_\_\_\_\_

**8.3% WSST:**     \$ \_\_\_\_\_

**TOTAL BID AMOUNT:**     \$ \_\_\_\_\_

- 1a. Installed materials will be invoiced at cost plus 20% mark up.
2. BID BOND - Accompanying this proposal is a Bid Bond in accordance with the Standard Specifications and in the amount of five percent (5%) of the total bid amount, based on the estimated quantities set forth above.
3. WITHDRAWAL - The above proposal will not be withdrawn within thirty (30) days after the actual date of the opening hereof.
4. CONTRACT- If the undersigned be notified of acceptance of this Proposal within thirty (30) days of the time set for opening of bids, the undersigned agrees to execute a contract for the above stated sum. 100% Performance and Payment Bond as required by law and that the undersigned will begin work within ten (10) days after Notice to Proceed shall be required on Work Orders over \$50,000.
5. SIGNING AUTHORITY – By signing below, the undersigned hereby acknowledges that they are authorized and duly bound to execute this Bid Proposal Form on behalf of the Contractor named here below.
6. CONTRACTOR VERIFICATION - The bidder is instructed to provide with this bid submittal the following registration and identification numbers.

**DEPT. OF LABOR AND INDUSTRIES CONTRACTOR REGISTRATION LICENSE NO.**

*(insert number here)* \_\_\_\_\_

**WASHINGTON UNIFIED BUSINESS IDENTIFIER (UBI) NO.**

*(insert number here)* \_\_\_\_\_

7. ADDENDA - Receipt of Addenda(s) numbered \_\_\_\_\_ is hereby acknowledged.

**CONTRACTOR -** \_\_\_\_\_

**SIGNED -** \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

**ADDRESS -** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**TELEPHONE -** \_\_\_\_\_

**DATE -** \_\_\_\_\_

**FORM OF BID BOND**

Herewith find deposit in the form of a \_\_\_\_\_ (state whether certified check, cashier's check or bid bond), for the amount of \$ \_\_\_\_\_, which amount is not less than five percent (5%) of the total bid.

\_\_\_\_\_  
Signature

**BID BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

That \_\_\_\_\_  
Principal, and \_\_\_\_\_, as  
Surety, are held and firmly bound unto the **Port of Friday Harbor**, as Obligee, in the penal sum of \_\_\_\_\_ DOLLARS, for payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The Condition of this Obligation is such that if the obligee shall make any award to the Principal for Unit Price Electrical Work according to the terms of the proposal or bid made by the Principal therefor and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said Proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee; or if the Principal shall in case of failure so to do, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS \_\_\_\_\_, DAY OF \_\_\_\_\_, 20\_\_.

BY: \_\_\_\_\_  
Principal

BY: \_\_\_\_\_  
Principal

**WAGE COMPLIANCE CERTIFICATION**

I, \_\_\_\_\_, under penalty of perjury under the laws of the State of Washington, do certify and declare that within the three (3) year period immediately preceding the date of this bid, the bidder has not been determined by a final and binding citation and notice of assessment issued by the 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 Chapter 49.46, 49.48, or 49.52 RCW.

CONTRACTOR

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT STATEMENT**

STATE OF WASHINGTON

ss

NON-COLLUSION AFFIDAVIT

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, under penalty of perjury under the laws of the State of Washington, do state and affirm that the bid submitted for

\_\_\_\_\_ is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not herein named; and he further says that the said bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid or any other person or corporation to refrain from bidding; and that said bidder has not in any manner sought by collusion to secure to him/her self an advantage over any other bidder or bidders.

\_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for  
the State of Washington:  
residing at \_\_\_\_\_



**PORT OF FRIDAY HARBOR**  
**INSTRUCTIONS TO BIDDERS**

1. **BIDS**

All bids received by Port of Friday Harbor ("Port") shall be considered valid for a period of thirty (30) calendar days from the date of the opening of bids. Contractors or vendors that withdraw their bid during this 30-calendar-day period will forfeit their bid bond. The right is reserved by Port of Friday Harbor to reject any or all bids and to waive any informalities or irregularities.

2. **WORK ORDERS**

The Port may issue work orders (each a "Work Order") to Contractor at any point during the term of the Contract directing Contractor to perform the Work contemplated herein. Contractor shall commence the Work described in the Work Order within ten (10) days after receipt of a Work Order, or such later date as mutually agreed by the Port and Contractor, and proceed with the Work pursuant to a schedule mutually agreed to by the parties.

3. **PREVAILING WAGES**

The rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this contract shall be in accordance with the provisions of CHAPTER 39.12 R.C.W., as amended, and the rules and regulations of the Department of Labor and Industries. The prevailing wages paid for each Work Order issued hereunder shall be the prevailing wage rates in effect at the beginning date of each contract year, and all prevailing wage rates shall be updated annually. Annual increases in prevailing wage rates shall not entitle Contractor to increase the unit prices included on the Proposal Form. Intents and affidavits for prevailing wages paid shall be submitted annually for all work completed within the previous twelve-month period of the contract. See RCW 53.08.120(3)(e).

**INASMUCH AS THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR PAYING THE PREVAILING WAGE, IT IS IMPERATIVE THAT ALL CONTRACTORS FAMILIARIZE THEMSELVES WITH THE CURRENT WAGE RATES BEFORE SUBMITTING ON THESE SPECIFICATIONS.**

The successful contractor must submit an "Intent to Pay Prevailing Wages" form. A copy of the current Washington State Prevailing Wage Rates for San Juan County is included. Certified Payrolls, *including "No Work Performed" periods*, are a requirement and shall be submitted by both the General Contractor and any and all subcontractors regardless of tier.

4. **DEFINITIONS**

The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

5. **BID BOND**

The contractor/vendor shall supply with his/her proposal a bid bond or other surety in the amount of five percent (5%) of the total amount of the bid payable to Port. In the event that the selected contractor/vendor fails to execute a contract within ten (10) calendar days of notice of award issued by Port, then said bid bond will be considered forfeited and will become the property of Port. All bid bonds will be returned within forty-five (45) calendar days of the notice of award.

6. **PERFORMANCE AND PAYMENT BOND**

The successful contractor/vendor must supply Port with an acceptable performance and payment bond or other surety for one hundred percent (100%) of the bid amount for the entire project in compliance

with RCW 39.08.010 for all Work orders over \$50,000. For Work Orders under \$100,000, if the Contractor agrees, the Port may retain 10% of the Work Order amount in lieu of requiring a payment and performance bond per RCW 39.08.010(3).

7. **RETAINAGE**

The Port will retain five percent (5%) of the total billings on a Work Order until sixty (60) calendar days after the Completion Date of the Work Order or as otherwise required by Chapter 60.28 RCW. The Completion Date is the day all the Work specified in the Work Order is complete and all obligations of the Contractor under the Contract relating to the Work Order are fulfilled by the Contractor. All documentation required by the Contract and required by law must be furnished by the Contractor before establishment of this date.

8. **CHANGE ORDERS**

All change orders, which will increase or decrease the total project cost to the Port, or date of project completion, must be authorized in writing by Port as provided for herein prior to the contractor/vendor undertaking the work. Any increase in price due to a change order which is not authorized in writing by the Port prior to the contractor/vendor undertaking the work will not be paid for by the Port. The Port shall not be bound by any statements which have not been incorporated into an approved change order as provided for herein.

9. **ADDENDA TO SPECIFICATIONS**

To the extent that they are legally permissible, changes, additions or clarifications to the contract documents, specifications, or design drawings made after advertising and before the bid submittal and bid opening should be issued to all document holders as numbered and dated addenda. All such deletions, additions, clarifications or corrections should be in written or graphic form. All bidders shall be directed to acknowledge receipt of any addenda on the bid form to ensure that all bidders have submitted their bids on the same information. Sufficient time should be provided between issuance of addenda and submittal of bids to permit the bidders to incorporate the addenda data into their proposal.

Any prospective bidder desiring an explanation or interpretation of the bid documents must request the explanation or interpretation in writing soon enough to allow a written reply to reach all prospective bidders before the submission of their bids. The bidder agrees that the Port shall not be liable for any claim based on ambiguity of which the bidder knew and did not inform the Port of or of which the bidder should have reasonably known.

10. **NON-COLLUSION STATEMENT**

The bidder must submit a Non-collusion Affidavit Statement certifying that the Bid submitted herewith is a genuine and not a collusive or sham bid and is not made in the interest of or on behalf of any person herein named and that the person, firm, association, joint venture, co-partnership or corporation herein named has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the submittal of this bid.

11. **TAXES**

All bid proposals shall include an allocation for the appropriate sales and use taxes.

12. **PAYMENT**

All monthly progress payments shall be submitted by the last day of each month and progress payments will be paid within thirty (30) days of receipt, subject to Port Commission approval. Prior to application for final payment on any Work Order, the contractor shall provide proof of payment of all

subcontractors.

The Port reserves the right to require proof of payment of all subcontractors in a form acceptable to the Port. The Port may, in its sole discretion, withhold final payment until such proof of payment has been received.

13. **CONTRACT EXTENSION**

The Port may, at its sole discretion, extend the time to complete the project if so requested by the contractor/vendor and the contractors'/vendors' bondsmen. Both the request and the authority to extend must be in writing and approved by the appropriate representative of each party.

14. **STATUTES, LAWS, CODES, AND REGULATIONS**

All statutes, codes, municipal ordinances and regulations shall be complied with in the pursuit of all portions of the work.

15. **EXAMINATION OF SITE AND CONDITIONS**

Bids shall reflect the bidder's costs for completing the work, including labor, materials, and equipment. Before submitting his or her bid, the bidder shall examine the site of the work to ascertain all the physical conditions in relation thereto. Failure to take this precaution will not release the successful bidder from entering into contracts or excuse the bidder from performing the work in strict accordance with the terms of the contract.

In submitting the bid, the bidder warrants that it understands: (1) the requirements for the performance of completed work; (2) the nature and location of the work; (3) the general and local conditions which can affect the work and/or its costs (including surface and subsurface materials or obstacles); (4) the time necessary to complete the work; (5) the bid documents and contract; and (6) the applicable Federal, State and local laws, ordinances and regulations. The bidder agrees that the Port shall not be liable for any change order, claim for additional payment of additional time, or any other claim whatsoever that arises from bidder's failure to fully investigate and familiarize itself with the project conditions.

No oral statements made by any officer, agent, or employee of the Port in relation to the physical conditions pertaining to the site of the work will be binding on the Port.

16. **ASSIGNMENT OF CONTRACT AND SUBLETTING**

The contractor shall not assign this contract nor any part thereof, nor any monies due or to become due thereunder without the prior written approval of the Port. The contractor shall not sublet any part of this contract without first having obtained the written consent of the Port to do so. In case such consent is given, it shall in no way release the contractor from any responsibility, but the contractor shall be held in all respects accountable for the same as if no consent had been given. The contractor will be required to give personal attention to the work which is sublet.

17. **CLAIMS FOR DAMAGES**

The contractor or subcontractor shall not be entitled to any claim for damages on account of hindrance or delays in the completion of the work due to the acts of the Port or the acts of another contractor in performance of a contract with the Port.

The contractor or subcontractor shall not be charged with liquidated or delay damages because of any delays in the completion of the work due to unforeseeable causes beyond the contractor's control and without fault or negligence of the contractor, including, but not restricted to, unusually severe weather,

fire or other casualty, strikes and other exceptional causes as provided herein or delays of subcontractors due to such causes; provided the contractor shall first give notice in writing of the cause of any such act, hindrance or delay within ten (10) days after its occurrence.

18. **PERMITS**

The contractor shall procure all necessary permits (unless otherwise instructed by the Port), pay for the same, and obtain all official licenses for the construction of the work and for temporary obstructions, enclosures and opening of streets for pipes, walls, etc., arising from the construction and completion of the work as mentioned in the specifications. The contractor shall be responsible for all violations of the law for any cause in connection with the construction of the work or obstructing streets, sidewalks, etc., and shall give all requisite notices to public authorities.

19. **INSPECTION OF WORK**

All materials furnished by the contractor shall be subject to the inspection and approval of the Port's representative at any time during the progress of the work and until final completion thereof. The materials shall be delivered by the contractor sufficiently in advance of the work to enable the Port's representative to make the proper tests and inspection. As soon as materials have been tested and inspected, the contractor shall immediately remove all rejected materials from the work to such place as distant therefrom as the Port's representative may require, but the neglect or failure on the part of the Port's representative to condemn or reject inferior materials or work shall not be construed to imply an acceptance of the material or work. The contractor shall furnish, at his or her own expense, such labor as may be required to enable the Port's representative to make a thorough inspection and culling of the materials.

The Port will not pay for unauthorized or defective work. At the direction of the Port's representative, the contractor shall immediately remedy, remove, replace or dispose of unauthorized or defective work or materials and bear all costs of doing so.

20. **DEFECTIVE WORK**

The contractor, upon being notified by the Port representative, shall remove or reconstruct, or make good without cost to the Port, any work which the Port representative may deem to have been defectively executed.

21. **CLEANUP**

From time to time as may be ordered by the Port's representative and, in any event, immediately after completion of work, the contractor shall, at his or her own expense, clean up and remove all refuse and unused materials of any kind resulting from the work. Upon failure to do so within twenty-four (24) hours after having been notified by the Port's representative, the work may be done by the Port and the costs thereof charged to the contractor and deducted from the final estimate.

22. **BID DOCUMENTS**

All bidders interested in submitting a bid on this project shall have obtained plans and specifications from Port of Friday Harbor and be listed on the Port's Register of Bid Documents for this project.

23. **BIDDER RESPONSIBILITY CRITERIA**

It is the intent of the Port to award a contract to the "responsible" bidder submitting the lowest "responsive" bid for the project. Before award of a public works contract, a bidder must meet the following responsibility criteria to be considered a responsible bidder and qualified to be awarded a public works project. In addition, the bidder may be required by the Port to submit documentation

demonstrating compliance with these requirements. The bidder must:

- (a) At the time of bid submittal, have a certificate of registration in compliance with chapter 18.27 RCW;
- (b) Have a current state unified business identifier number;
- (c) If applicable, have industrial insurance coverage for the bidder's employees working in Washington as required in Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW;
- (d) Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3);
- (e) If bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation;
- (f) Have received training on the requirements related to public works and prevailing wage under this chapter and chapter 39.12 RCW. The bidder must designate a person or persons to be trained on these requirements. The training must be provided by the department of labor and industries or by a training provider whose curriculum is approved by the department. The department, in consultation with the prevailing wage advisory committee, must determine the length of the training. Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from this subsection. The department of labor and industries must keep records of entities that have satisfied the training requirement or are exempt and make the records available on its web site. Responsible parties may rely on the records made available by the department regarding satisfaction of the training requirement or exemption;
- (g) Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the 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 chapter 49.46, 49.48, or 49.52 RCW; and
- (h) Not have violated RCW 39.04.370 more than one time as determined by the department of labor and industries.

The Port may request further documentation to determine bidder qualifications to perform the work identified herein.

**24. CONTRACTOR AND SUBCONTRACTOR RESPONSIBILITY CRITERIA**

A public works contractor must verify responsibility criteria for each first-tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier.

**25. DEBARMENT / SUSPENSION COMPLIANCE**

The bidder/offeror certifies, by submission of this bid proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or

agency. It further agrees by submitting this proposal or acceptance of this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, agreements, contracts, and subcontracts. Where the bidder/offeror or any lower tier participant is unable to certify to this statement it shall attach an explanation to this Proposal. The Port reserves the right to require Contractor to replace a sub-contractor or lower tier participant who cannot meet the foregoing certification requirements.

26. **PROJECT CLOSE-OUT DOCUMENTS**

As part of the project close-out the Contractor shall submit the following:

- Manufacturer information for all products used;
- Operation manuals; and
- Warranties

**EXHIBIT A**

**Prevailing Wage Rates**

**EXHIBIT B**

**UNIT PRICE CONTRACT**  
**SMALL WORKS ROSTER – UNDER \$350,000**

**THIS UNIT PRICE CONTRACT** (the “Contract”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between **PORT OF FRIDAY HARBOR**, 204 Front St, Friday Harbor, WA 98250 (the “Owner”), and \_\_\_\_\_ (the “Contractor”).

**CONTRACTOR**

Contractor’s Name	
Contractor’s Authorized Representative	
Contractor’s Address	
Telephone Number	
Email address	
Washington Contractor Registration Number	
Washington UBI Number	
Federal Identification Number	

In consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Work.** All Work performed by contractor shall be pursuant to a Work Order. Each Work Order shall be in the form attached as **Exhibit 1** and shall identify the project, the work to be performed by contractor and the payment terms for that Work.
  
2. **Contract Documents.** The Contract Documents include:
  - i. this Contract with all the General Conditions and Exhibits attached hereto, which are incorporated herein by this reference;
  - ii. the Invitation to Bid and all appendices, attachments, conditions, and/or specifications attached thereto (the “Proposal Documents”), including, without limitation, all drawings and specifications contained therein;
  - iii. any additional drawings and/or specifications provided by Owner;
  - iv. any Change Orders executed by and between Owner and Contractor after execution of this Contract; and
  - v. Contractor’s Proposal.



Any conflicting provisions in the Contract Documents shall be interpreted harmoniously, if possible, or, in the event they cannot be reconciled, they shall be interpreted in the manner most favorable to Owner, and the interpretation shall be governed in the order listed above.

3. **Unit Prices.** The Owner shall pay the Contractor at the unit prices, plus Washington State sales tax, for all Work completed in conformance with this Contract provided in **Exhibit 2**. The total payment under this agreement shall not exceed Three Hundred and Fifty Thousand Dollars (\$350,000) during the Initial Term or any Renewal Term.
4. **Term.** This Contract shall commence upon the date set forth above (the "Commencement Date") and shall terminate on the 3<sup>rd</sup> anniversary of the Commencement Date (the "Termination Date"). Notwithstanding the foregoing, the Port shall be entitled to renew the Contract on the same terms and conditions set forth herein for one (1) additional year by providing advance written notice of such extension to Contractor no later than thirty (30) days prior to the Termination Date. Any Task Order(s) issued by the Port prior to the Termination Date shall be governed by the terms of this Contract until completed even if the Task Order work extends beyond the Termination Date.
5. **Retainage.** Owner will retain five percent (5%) of the total project billings until no later than sixty (60) calendar days after the Completion Date in compliance with RCW 60.28.011. The Completion Date is the day all the Work specified is complete and all obligations of Contractor are fulfilled by Contractor. All documentation required by the Contract and required by law must be furnished by Contractor before establishment of this date. ALL RETAINAGE (subject to allowance for claims) WILL BE HELD UNTIL THE FOLLOWING CONDITIONS ARE MET:
  - i. Receipt of the Department of Labor and Industries Affidavit of Wages Paid.
  - ii. Receipt of certificate of payment of excise taxes from the Department of Revenue.
  - iii. Certificate from Employment Security Department.

**Payment and Performance Bond.** Contractor shall secure from a surety company acceptable to Owner, admitted and licensed in the State of Washington, and shall pay for a surety bond in the full amount of the Contract Sum, plus sales tax, pursuant to RCW 39.08 (the "Contractor's Bond") for all Work Orders over \$50,000. Within five (5) days of entering into this Contract, Contractor shall deliver two (2) copies of the bond to Owner. For Work Orders under \$100,000, if the Contractor agrees, the Port may retain 10% of the Work Order amount in lieu of requiring a payment and performance bond per RCW 39.08.010(3). OWNER MAY WITHHOLD PAYMENT TO CONTRACTOR UNTIL SUCH SURETY BOND IS RECEIVED.

6. **Prevailing Wage.** Contractor and its subcontractors shall pay prevailing wages as required and shall comply with RCW 39.12, RCW 49.28, Chapter 296-127 WAC, and all other applicable laws and regulations. A Statement of Intent to Pay Prevailing Wages shall be signed and filed with the Department of Labor and Industries from Contractor and its subcontractors before Contractor performs any Work. Each Statement of Intent to Pay Prevailing Wages must be approved by the industrial statistician of the department of labor and industries before it is submitted to Owner. Each application for payment submitted by Contractor must state that the prevailing wages have been paid in accordance with the Statements of Intent to Pay Prevailing Wages. Following the final acceptance of the Work, Contractor and its subcontractor shall file an Affidavit of Wages Paid before the retainage is released to the Contractor.

7. **Representation.** Owner and Contractor represent and warrant that the following statements are true and accurate:

***THIS CONTRACT CONTAINS AN INDEMNIFICATION OF CERTAIN LIABILITIES AND A WAIVER OF CONTRACTOR'S TITLE 51 RCW IMMUNITY.***

**IN WITNESS WHEREOF,** Owner and Contractor have executed this Contract, effective the date of the last authorized signature below.

Dated this \_\_\_\_ day of \_\_\_\_\_.

**[OWNER]**

**[CONTRACTOR]**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**GENERAL CONDITIONS**

1. **Payment.** On or before the first (1<sup>st</sup>) day of each month, Contractor shall submit a detailed monthly pay request, in a form reasonably acceptable to the Port, for all services provided pursuant to a Work Order during the immediately preceding month. The requested payment shall be based on the units of Work completed by the Contractor in the preceding month, as reasonably determined by the Port, multiplied by the unit price set forth on Contractor’s Bid Proposal. The Port shall remit payment for all undisputed amounts within thirty (30) days after approval of the pay request, pursuant to the terms below:
  - a. In the case of a dispute as to the amount owed, the Port will pay only the undisputed amount until the dispute is resolved. The Contractor will not be relieved of performance herein in the case of a partial payment based upon a dispute and must continue to perform the Work pursuant to this Contract pending resolution of the dispute; and
  - b. In cases of single payment, the Port shall make payment only after all appropriate releases are submitted and the retention period has expired.
  
2. **Insurance.** Contractor shall obtain and keep in force during the term of this Contract and for six (6) years following final acceptance of the Work by Owner, commercial general liability insurance and such other insurance specified in, and with dollar limits and coverage not less than the types and amounts of coverage as follows:

	<b>Per Occurrence Coverage</b>	<b>Aggregate Coverage</b>
<b>General Commercial Liability</b>	\$1,000,000	\$2,000,000
<b>Automobile Liability</b>	\$1,000,000	N/A

Such insurance shall be “occurrence-based” and shall include contractual liability coverage applicable to the indemnity provisions of this Contract and “completed operations” coverage. Contractor shall furnish to Owner evidence of this insurance including the provision regarding notice of cancellation or reduction in coverage. Such evidence of insurance shall be in the form of an Insurance Certificate issued by an insurer satisfactory to Owner and shall provide for not less than forty-five (45) days’ prior written notice to Owner of cancellation or reduction in coverage.

Contractor shall provide insurance that (1) names Owner as additional insured for liability arising out of Contractor’s work, including completed operations losses, without qualification, limitation, or reservation; (2) is endorsed to be primary and non-contributory with any insurance maintained by Owner; (3) does not contain a "cross liability" or similar exclusion that would bar coverage for claims between or among insureds; (4) contains a severability of interest provision in favor of Owner; and (5) contains a waiver of subrogation against Owner. Before commencing work, Contractor shall provide a copy of the additional insured endorsement to Owner as evidence of additional insured status.

Owner makes no representations that the required minimum amount of insurance is adequate to protect Contractor. The procuring and/or carrying of insurance shall not limit Contractor's obligation or liability pursuant to this Contract or as a matter of law.

If Contractor maintains higher insurance limits than the minimums required herein, Owner shall be insured for the full available limits of Commercial General and/or Excess or Umbrella liability

maintained by Contractor, irrespective of whether such limits maintained by Contractor are greater than those required by this Agreement or whether any certificate of insurance furnished to Owner evidences limits of liability lower than those maintained by Contractor.

3. Warranty. All workmanship and materials shall be performance guaranteed. If any findings or test studies reveal improper materials, defective components, or inadequate performance as outlined in the Contract Documents, Contractor shall remove and replace the materials in question.

Contractor warrants to Owner that materials and equipment furnished under the Contract will be of good quality and new, unless otherwise required or permitted by the Contract, that the Work of this Contract will be performed in a workmanlike manner and free from defects not inherent in the quality required or permitted, will comply with all applicable codes and regulations, will be consistent with industry standards, and that the Work will conform to the requirements of the Contract. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or the Contract. This warranty shall extend for the longer of the period of (i) the warranty normally given by Contractor for the Work in its ordinary course of business, (ii) the warranty period set forth in the Quote or other documents sent to Owner, or (iii) one (1) year from the date of substantial completion of the Work or occupancy of the Work by Owner, whichever occurs first. The warranty shall not apply to any damage or loss of the Work occasioned by Owner's failure to perform ordinary and reasonable maintenance during the warranty period or any written notice of defects received after the one (1) year period. Owner shall promptly notify Contractor in writing of all warranty claims and allow Contractor reasonable access to the Work to correct or repair the Work.

4. Claims. As a condition precedent to any right to recover for any instances of interruption, disruption, extra work, additional work, changed work, delay, hindrance, and/or efficiency loss of any nature whatsoever in the Work (collectively, "Impact"), believed by Contractor to be caused by the acts or omissions of Owner, Architect/Engineer, or the employees or agents of any of them, Contractor shall provide written notice to Owner within five (5) days after occurrence of the Impact. Such written notice shall identify the cause of the Impact the party Contractor believes is responsible for the Impact, and a rough order of magnitude as to the extra cost and/or time resulting from the Impact. In the event Contractor believes it is entitled to receive compensation due to damages from such an Impact and/or is entitled to an extension of time, its Statement of Claim (setting forth in detail, at a minimum, the facts and contract terms supporting Contractor's alleged entitlement and quantum basis for Contractor's claim with supporting data and/or the facts and contract terms to support an extension of time) shall be delivered to Owner within an additional fifteen (15) days after the Incident. **FAILURE OF CONTRACTOR TO PROVIDE TIMELY WRITTEN NOTICE, AS PROVIDED IN THIS PARAGRAPH, AND/OR FAILURE BY CONTRACTOR TO TIMELY PROVIDE ITS STATEMENT OF CLAIM FOR AN INCREASE IN THE CONTRACT AMOUNT, OR FOR AN EXTENSION OF TIME, SHALL RESULT IN A WAIVER OF CONTRACTOR'S RIGHT TO RECOVER ANY ADDITIONAL COST OR TIME RESULTING FROM THE IMPACT.** Owner does not waive the requirement for timely written notice and/or timely written submission of the Statement of Claim unless Owner's waiver is unequivocal, explicit, in writing, and signed by Owner.

5. Change Orders. Owner may, without invalidating the Contract, order in writing extra Work or make changes to the Work by altering, adding to, or deducting from the Work, and the Contract Sum and Contract Time shall be adjusted accordingly. All such Work shall be executed under the conditions hereof, and of the Contract Documents, except that any claims for extension of time caused thereby must be agreed upon at the time of ordering such change. Contractor shall make no claims for extras

unless the same shall be agreed upon in writing by Owner and signed by Owner prior to the performance of any such extra Work. No change order is valid and binding on Owner unless and until it has been signed by Owner. **NO ORAL INSTRUCTIONS AUTHORIZING A CHANGE IN THE WORK, ADJUSTMENT IN THE CONTRACT SUM, MAXIMUM CONTRACT SUM, OR ADJUSTMENT IN THE CONTRACT TIME SHALL BE VALID OR BINDING ON OWNER.** In case of any dispute over adjustment of the Contract Sum or time, Contractor shall proceed with the Work and the dispute shall be resolved in accordance with the procedures set forth in the Contract. Contractor acknowledges that, unless expressly stated otherwise within a written change order, any change in the Contract Sum and/or time effected through a written change order shall constitute full accord and satisfaction for all costs incurred, labor performed, material and equipment furnished, and any delay, acceleration, or loss of efficiency associated with the change in the Work.

6. Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Owner and its officials, agents, and employees from and against claims, damages, losses, and expenses, including, but not limited to attorneys' and experts' fees, (collectively, a "claim") arising out of or resulting from performance of the Work under this Contract. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

Contractor's duty to indemnify Owner shall not apply to liability for damages arising out of claims caused by or resulting in whole from the negligence of Owner or its officials, agents, or employees. Contractor's duty to indemnify Owner for liability for damages arising out of claims caused by or resulting from the concurrent negligence of (a) Owner, its agents, or employees; and (b) Contractor, its agents, employees, and lower-tier subcontractors or suppliers of any tier shall apply only to the extent of negligence of Contractor, its agents, employees, and lower-tier subcontractors or supplier of any tier.

**CONTRACTOR SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY THAT MAY BE GRANTED IT UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW. FURTHER, THE INDEMNIFICATION OBLIGATION UNDER THIS CONTRACT SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE TO OR FOR ANY THIRD PARTY UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEE BENEFITS ACTS, PROVIDED CONTRACTOR'S WAIVER OF IMMUNITY BY THE PROVISIONS OF THIS PARAGRAPH EXTENDS ONLY TO CLAIMS AGAINST CONTRACTOR BY OWNER AND DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY CONTRACTOR'S EMPLOYEES DIRECTLY AGAINST CONTRACTOR.**

Contractor agrees that its defense and indemnity obligations to Owner under this Contract survive any limitation imposed by any statute of repose or limitation including but not limited to RCW 4.16.300, 4.16.310, or 4.16.326, and Contractor hereby waives any and all defenses under any statute of repose or limitations. Contractor further agrees that any statute of limitation on a claim by Owner pursuant to this provision shall not begin to run until Owner discovers that Contract has breached either its duty to defend or its duty to indemnify, whichever occurs first.

7. Safety. Contractor and its subcontractors shall take all reasonably necessary safety precautions pertaining to its Work and its work performance, including compliance with applicable laws, ordinances, regulations, and orders issued by a public authority, whether federal, state, local, or other, OSHA/DOSH (Washington State Division of Safety and Health), and any safety measures requested by

Owner. Contractor shall at all times be responsible for providing a safe jobsite and be responsible for the Work performance and safety of all employees, personnel, equipment, and materials within Contractor's or its subcontractors' care, custody, or control. Contractor and its subcontractors shall furnish all required safety equipment for its Work and ensure all of their employees and subcontractors' employees have and wear personal protective equipment in compliance with applicable OSHA/DOSH requirements.

Contractor certifies that it and its subcontractors maintain a written Accident Prevention Plan and a jobsite-specific safety plan in compliance with applicable OSHA/DOSH regulations. The Accident Prevention Plan should address Contractor's role and responsibilities pertaining to safety on the jobsite, training, and corrective action, and be tailored to safety and health requirements for the Work involved.

8. Housekeeping. Contractor shall regularly remove all refuse, waste, and debris produced by its operation. Refuse shall not be permitted to accumulate to the extent that it interferes with free access to the jobsite, creates a safety hazard, or otherwise violates the Contract Documents. Avoidance of safety hazards through good housekeeping is an important part of Contractor's obligations. In the event Contractor or its subcontractor fails or refuses to meet these requirements, Owner may remove refuse and charge all costs to the Contract, provided that Contractor has received twenty-four (24) hours' prior written notice. In the event Owner determines emergency conditions exist, Owner may proceed as above without prior notice.
9. Termination. Upon three (3) calendar days' written notice to Contractor, Owner may terminate this Contract in whole or in part for Owner's convenience and/or at its option. Contractor's remedy for such convenience or optional termination is limited to the following: (a) payment pursuant to the terms of this Contract for all Work properly performed prior to termination; (b) partial payment for lump sum items of Work on the basis of the percent complete of such items at the time of termination; and (c) Contractor's reasonable close-out costs. In no event shall Contractor be entitled to any compensation for loss of anticipated profits or unallocated overhead on work not performed.

If Contractor refuses or fails to supply enough properly-skilled workers or materials to maintain the schedule of Work; refuses or fails to make prompt payment to subcontractors or suppliers of labor, materials, or services; fails to correct, replace, or re-execute faulty or defective Work done or materials furnished; disregards the law, ordinances, rules, regulations, or orders of any public authority having jurisdiction; files for bankruptcy; or breaches this Contract and fails to correct the default and maintain the corrected condition within not less than three (3) working days of receipt of written notice of the default, then Owner, without prejudice to any rights or remedies otherwise available to it, shall have the right to any or all of the following remedies:

- a. Supply such numbers of workers and quantity of materials, equipment, and other facilities as Owner deems necessary for the completion of the Work, or any part thereof, which Contractor has failed to complete or perform after the above notice, and to charge the cost thereof to Contractor who shall be liable for the payment of same including reasonable overhead and profit.
- b. Contract with one or more additional contractors to perform such part of the Work as Owner shall determine to provide prompt completion of the Work and charge the cost thereof to Contractor.
- c. Withhold payment of any monies due or to become due Contractor pending corrective action to the extent required and to the satisfaction of Owner.

- d. Terminate this Contract, use any materials, implements, equipment, appliances, or tools furnished or belonging to Contractor to complete the Work and furnish those materials, equipment, and/or employ such workers as Owner deems necessary to maintain the orderly progress of the Work. Contractor's equipment shall only be utilized when equivalent equipment is not locally available to lease and will not be supplied by a substitute contractor and when procurement of substitute equipment will not delay completion of the Work. All of the costs, including reasonable overhead, profit and attorneys' fees, incurred by Owner in arranging to and performing the Work shall be charged to Contractor and Owner shall have the right to deduct such expenses from monies due or to become due Contractor. Contractor shall be liable for the payment of any expenses incurred in excess of the unpaid balance of the Contract Price.

In the event Owner terminates Contractor for Default and it is later determined by the dispute resolution proceedings set forth herein that Contractor was not in default, then such termination shall be automatically deemed a termination for convenience and Contractor shall be compensated accordingly.

In the event of any emergency, Owner may proceed as above without notice.

If Contractor files or otherwise becomes subject to bankruptcy proceedings, Owner and Contractor agree that any delay attendant to the assumption or rejection of Contract by the bankruptcy Trustee or a debtor-in-possession will be prejudicial to Owner. Consequently, Contractor, to minimize delay to the Work and to mitigate damages and/or other prejudice suffered by Owner, hereby stipulates to a notice period of ten (10) calendar days for Owner's motion to require Trustee or debtor-in-possession to assume or reject Contract.

10. Permits. Contractor shall obtain and pay for all required permits. Contractor is to provide and pay for any required plan development and engineering, etc. required to obtain the needed permits. Contractor shall pay for any and all inspections necessary for execution and completion of the Work.
11. Compliance with Codes and Regulations. Contractor shall comply with all applicable statutes in performing the Work, including, but not limited to, all federal, state, and local laws, regulations, codes, and standards that are applicable at the time Contractor performs Work.
12. Taxes and Temporary Functions. Contractor shall pay any and all federal, state, and municipal taxes, including sales taxes, if any, for which Contractor may be liable in carrying out this Contract. Contractor shall be responsible for all temporary functions associated with its Work, including, but not limited to, lighting, wiring, protection, hoisting, scaffolding, rigging, flagmen, drinking water, storage, ventilation, and heat.
13. Dispute Resolution. At Owner's sole option, all claims, disputes, and other matters in question between Owner and Contractor arising out of or relating to this Contract, the breach thereof, or Work thereunder, shall be decided by arbitration conducted in accordance with the Construction Industry Arbitration Rules of the AAA then governing, or by an arbitrator mutually agreed upon by the parties. If Owner elects to arbitrate any such dispute, Owner and Contractor shall be bound by any findings and award of such arbitration finally and without recourse to any court of law other than for the enforcement of the arbitrator's decision. As between the parties to this Contract, the substantially prevailing party in any arbitration shall be entitled to an award of its attorneys' fees, costs and expert

fees incurred. Owner and Contractor expressly grant the arbitrator the authority to award attorneys' fees and costs.

If Owner does not select Arbitration as the means of dispute resolution, all other claims, disputes and other matters in question between Owner and Contractor arising out of or relating to this Contract, the breach thereof, or work there under, shall be decided by an action filed exclusively in the Superior Court of the County in which the Project is located. The parties irrevocably waive their right to federal court jurisdiction and their right to a trial by jury. The substantially prevailing party in any such litigation shall be entitled to an award of its attorneys' fees and costs.

No claim, dispute, or controversy shall interfere with the progress and performance of the Work and, unless otherwise agreed in writing, Contractor shall carry on the Work and maintain the construction schedule as directed by Owner pending resolution of any dispute, including arbitration or litigation, and, if so, Owner shall continue to make payment of undisputed amounts due to Contractor in accordance with this Contract.

14. Non-Discrimination. In connection with the performance of this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual orientation, national origin, age, marital status, genetic information, honorably discharged veteran or military status, presence of a sensory, mental or physical disability, or use of a trained dog guide or service animal. Contractor shall take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, creed, religion, sex, sexual orientation, national origin, age, marital status, genetic information, honorably discharged veteran or military status, presence of a sensory, mental or physical disability, use of a trained dog guide or service animal or any other protected class. In the event that Contractor violates this provision, Owner may terminate this Contract immediately.
15. Assignment. Contractor shall not assign this contract nor any part thereof, nor any monies due or to become due thereunder without the prior written approval of Owner. Contractor shall not sublet any part of this contract without first having obtained the written consent of Owner to do so. In the case that such consent is given, it shall in no way release Contractor from any responsibility, but Contractor shall be held in all respects accountable for the same as if no consent had been given. Contractor will be required to give personal attention to the work which is sublet.
16. Waiver. No failure by Owner to insist upon the strict performance of any covenant, duty, contract, term, or condition of this Contract or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or any other covenant, duty, contract, term, or condition. Any waiver by Owner must be expressly made in writing and signed by Owner.
17. Severability and Survival. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All covenants, promises, and performance which are not fully performed as of the date of termination shall survive termination as binding obligations.
18. Neutral Authorship. Each of the provisions of this Contract has been reviewed and negotiated, and represents the combined work product of all parties hereto. No presumption or other rules of



construction which would interpret the provisions of this Contract, in favor of or against the party preparing the same, shall be applicable in connection with the construction or interpretation of any of the provisions of this Contract.

19. Entire Contract. This Contract contains all terms and conditions agreed by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto. No modification, termination, or amendment of this Contract may be made except by written Contract signed by all parties.

**EXHIBIT 1**

**WORK ORDER**

For and in consideration of the Contract Price noted below, subject to the terms and conditions contained herein, **PORT OF FRIDAY HARBOR**, 204 Front St, Friday Harbor, WA 98250 (the "Owner"), and \_\_\_\_\_ (the "Contractor") agree that Contract shall perform the following work (the "Work") in a timely and workmanlike manner, including supplying all necessary supervision, materials, equipment, supplies, and skilled and sufficient workforce to fully, completely, and faithfully comply with all the terms and conditions of this Work Order and the Public Works Contract, which is incorporated herein.

**1. PROJECT.** The Project is described as follows:

**Project Name:** \_\_\_\_\_

**Project Location:** \_\_\_\_\_

**2. WORK.** The Contractor agrees to perform the following Work in accordance with all applicable laws, codes, and industry standards to construct the Project as follows:

\_\_\_\_\_  
\_\_\_\_\_

**3. CONTRACT DOCUMENTS.** In addition to this Work Order, the Contract Documents for this Project consist of:

Description of Document	Date

Any conflicting provisions in the Construction Documents shall be interpreted harmoniously if possible or, in the event they cannot be reconciled, then they shall be interpreted in the manner most favorable to the Owner, and the interpretation shall be governed in the following priority:

- i. The Unit Price Contract;
- ii. This Work Order;
- iii. Any drawings and/or specifications provided by the Owner; and
- iv. Any Change Orders executed by and between the Owner and Contractor after execution of this Contract.

**4. CONTRACT PRICE.** Contractor shall be paid for the Work pursuant to the terms, conditions, and unit pricing set forth in the Contract. Installed materials will be invoiced at cost plus 20% mark up.

**5. TIME OF PERFORMANCE.** The Contractor shall commence construction no later than \_\_\_\_\_ (the "Commencement Date"), and Contractor shall complete all Work within \_\_\_\_ days of the Commencement Date (the "Contract Time"). The parties agree that time is of the essence of this Work Order and the Owner will suffer damage and be put to additional expenses in the event that the Contractor does not have the Work substantially complete by the end of the Contract Time.

(CHECK IF APPLICABLE) Because it is difficult to accurately compute the amount of such costs and damages, the Contractor hereby covenants and agrees to pay to the Owner liquidated damages of \$\_\_\_\_ per day for each day that expires after the time set forth above, which the Contractor and Owner agree reasonably approximates Owner's actual damages.

**IN WITNESS WHEREOF,** Owner and Contractor have executed this Contract, effective the date of the last authorized signature below.

**PORT OF FRIDAY HARBOR**

**CONTRACTOR**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT B**

**Unit Prices**

EXHIBIT D

Form of Payment/Performance Bond

KNOW ALL MEN BY THESE PRESENTS: That whereas the PORT OF FRIDAY HARBOR has awarded to \_\_\_\_\_ (Contractor ) hereinafter designated as the "Principal", a Contract for \_\_\_\_\_ **[Project Name/Description]** all as hereto attached and made a part hereof, and whereas said Principal is required under the terms of said Contract to furnish a bond for the faithful payment and performance of said Contract:

NOW, THEREFORE, we the Principal and \_\_\_\_\_ a corporation, organized and existing under and by virtue of the laws of the State of \_\_\_\_\_, duly authorized to do business in the State of Washington, as Surety, are held and firmly bound unto PORT OF FRIDAY HARBOR a municipal corporation of the State of Washington in the sum of: \_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents. Principal and Surety agree to be bound by the laws of the State of Washington and subject to the jurisdiction of the State of Washington.

THE CONDITION OF THIS OBLIGATION IS SUCH that it shall remain in full force and effect until the above bonded Principal, his or its heirs, executors, administrators, successors, or assigns:

- (i) shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract;
- (ii) shall faithfully perform all the provisions of such Contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, and conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, at the time and in the manner therein specified;
- (iii) shall pay all laborers, mechanics, subcontractors, and materialmen, and all parties who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such Work, on his or their part,
- (iv) shall defend, indemnify and save harmless the PORT OF FRIDAY HARBOR, its officers and agents as required by said Contract; and
- (v) shall further defend, save harmless and indemnify said PORT OF FRIDAY HARBOR, from any defect or defects in any of the workmanship or materials furnished by the Principal entering into any part of the Work or designated equipment covered by said Contract, which shall develop or be discovered within one (1) year after the final acceptance of such Work at which time this obligation shall become null and void;

Notwithstanding anything else herein, the liability hereunder for defects in materials and workmanship for a period of one (1) year after the acceptance of the Work shall not exceed the sum of \_\_\_\_\_ (100% of the Contract sum) \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

Surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond. Surety hereby waives notice of any change, extension of time, alterations or additions to the terms of the Contract or the Work or to the specifications, provided that said changes, extensions, alterations and additions shall not increase the Surety's

obligations under this bond by more than ten percent (10%) of the Contract price without written consent of the Surety.

PROVIDED, FURTHER, that no final settlement between the Port and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, the said Principal and the said Surety have caused this bond and one (1) counterpart thereof to be signed and sealed by their duly authorized officers this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Principal

TWO WITNESSES:

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Attest: (If Corporation)  
Corporate Seal

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Surety

By \_\_\_\_\_

Its \_\_\_\_\_

Name of Surety's agent and its local  
office address is:

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_