C-2016-17

PEND OREILLE COUNTY PUBLIC WORKS

SMALL PUBLIC WORKS AGREEMENT

This Small Public Works Agreement made and entered into this **5-16-2016,** between Pend Oreille County, hereinafter referred to as "County" and **DENNIS CLEAVENGER CONSTRUCTION** hereinafter referred to as "Contractor". The parties mutually agree as follows:
The Contractor shall be responsible for the following:

CP-2016-133 CEILING REPLACEMENT 2016 Project as outlined in the Proposal

SECTION 1. PURPOSE OF AGREEMENT. County has determined that a need exists for services as outlined in the Proposal Request and incorporated by reference herein. Contractor agrees to Perform the services as outlined by the County in the Request for Proposal CP-2016-133 CEILING REPLACEMENT 2016, at the rates submitted in the signed Proposal Document.

SECTION 2. RESPONSIBILITY. The Contractor shall do all work and furnish all labor, tools, materials and equipment necessary to construct, improve and complete the referenced project in accordance with the more stringent of codes. The Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for completing the work provided for in this Agreement and every part thereof, as outlined in the Proposal, including applicable Washington State Sales Taxes.

The County hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the labor, tools, materials and equipment to do and cause to have done the referenced project, and to complete and finish the same according to the Proposal's schedule of unit or itemized prices, at the time and in the manner and upon the conditions provided for in this Agreement and every part thereof. The County will bear the expense of any invoiced permits needed to complete the work.

It is further provided that no liability shall attach to the County, by reason of entering into this

Agreement, except as expressly provided herein, the Contractor agrees to protect and indemnify the County in regard to claims of any nature that may arise during the course of this project.
It is expected the Contractor will use its own work force to complete the work. Use of any sub-contractor will require a "Request to Sublet" in writing, which will require the approval of the Engineer.

SECTION 3. INSURANCE. The Contractor shall provide a certificate of insurance and endorsements with Pend Oreille County as named insured, primary, non-contributory. The Contractor agrees to procure and maintain in full force and effect, at Contractor's own expense, public liability insurance insuring all operations of insured in the sum of not less than:$1,000.000.00 per Occurrence and $1,000.000.00 Annual Aggregate general liability, property damage, and automobile liability. Full workers compensation and employer's liability insurance is also required, unless otherwise exempted.

SECTION 4. WAGES. The Contractor is subject to the Washington State Prevailing Wage Act and must submit Intent to Pay Prevailing Wage, Affidavit of Wages Paid, and a certified payroll to the County.

SECTION 5. CHANGES IN THE WORK. County reserves the right to authorize in writing, changes in the work to be performed. Costs associated with any change will be indicated in writing with a detailed estimate of the costs to be added or deducted from the contract sum.

SECTION 6. TERM. This Agreement shall take effect upon the execution of this Agreement and shall remain in effect until the work specified by this contract and any modifications or additions thereto is completed. **The expected project completion date is on or before 6-30-2016.**
The County may terminate this Agreement in whole or in part because of the failure of Contractor to fulfill this contract's obligations. In the event of termination for default, County reserves the right to take over and complete the work by contract or by other means.

SECTION 7. PAYMENT.
The contract bid price:

CP-2016-133 CEILING REPLACEMENT 2016-$56,499.00(fifty six thousand four hundred and ninety nine dollars US currency) excluding sales tax.

Contractor shall submit detailed itemized invoices in accordance with the proposed billing rates and schedule, incorporated as a part of this Agreement and referenced hereto. County shall pay Contractor on a monthly basis for work completed to date, within thirty (30) days of receipt of Contractor's invoice. Contractor understands that the bid amount as shown on the Proposal is the maximum authorized compensation provided for the work, except for change orders made pursuant to Section 5, of this Agreement.

SECTION 8. MINORITY AND WOMEN'S BUSINESS PARTICIPATION.
The Contractor agrees to take all necessary and reasonable steps in accordance with 49CFR Part 23 to ensure DBE's have the maximum opportunity to compete for all parts of work subcontracted out or not directly performed by the Contractor.

SECTION 9 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
The Contractor shall not discriminate against any employee or applicant for contracted employment because of race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory or mental disability. The Contractor shall make decisions with regard to selection and retention of sub-Contractors, procurement of materials and equipment and similar actions related to the Contract without regard to race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory, or mental disability. Compliance with Title VI of the Civil Rights Act of 1964, and RCW 49.60, Law against Discrimination, and other related laws and statutes is required.

This Agreement made and signed this 20 day of MAY, 2016

CONTRACTOR:

Authorized Signature

5/20/16
Date

DENNIS CLEAVENGER
DENNIS CLEAVENGER CONSTRUCTION
PO BOX 9843
SPOKANE, WA, 99209-9843

PEND OREILLE COUNTY, WASHINGTON

Chair, Board of County Commissioners

5-23-16
Date