

**PORT OF POULSBO  
POULSBO MARINA GUEST MOORAGE  
POWER PEDESTAL REPLACEMENT PROJECT  
Poulsbo, Washington**

**AGREEMENT FORM**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Port of Poulsbo herein after called "Owner" and \_\_\_\_\_, doing business as (an individual) or (a partnership) or (a corporation) or (limited liability company) hereinafter called "Contractor".

**WITNESSETH:** That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will provide a Certificate of Insurance.
2. The Contractor will provide a copy of the Business License.
3. The Contractor will provide a Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid.
4. The Contractor will commence and complete the Poulsbo Marina Guest Moorage Power Pedestal Replacement Project as specified in these Contract Documents.
5. The Contractor will furnish the material, supplies, tools, equipment, labor and other services necessary for the completion of the project described herein.
6. The Contractor will commence the work required by the Contract Documents upon receipt of the Notice to Proceed, unless the period for completion is extended otherwise by the Contract Documents.
7. The Owner hereby promises and agrees with the Contractor to engage, and does engage 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 in accord with the Poulsbo Marina Guest Moorage Power Pedestal Replacement Project scope.
8. The Contractor shall receive no compensation for delays or hindrances to the work, except when direct and unavoidable extra cost to the Contractor is caused by the failure of the Owner to provide information or material, if any, which is to be furnished by the Owner. When such extra compensation is claimed, a written statement thereof providing specific detail of the basis for the claim shall be presented by the Contractor to the Engineer and if found correct by him shall be approved and referred by him to the Port

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Commission for final approval or disapproval; and the action thereon by the Port Commission shall be final and binding.

9. The Contractor shall fully comply with all applicable state and federal employment and discrimination laws and regulations.
10. **The Contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**
11. **The Contractor shall further assure, by signing this Contract, to fully comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), including all regulations promulgated thereto.**
12. The Contractor for himself, and for his heirs, executors, administrator, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.
13. It is further provided that no liability shall attach to the Owner by reasons of entering into this contract, except as expressly provided herein.
14. The Contractor agrees to perform all of the work described in the Poulsbo Marina Guest Moorage Power Pedestal Replacement Project scope and to comply with the terms therein for the lump sum and unit prices shown in the bidder's proposal.
15. The Term "Contract Documents" means and includes the following:
  - A. Invitation to Bid
  - B. Poulsbo Marina Guest Moorage Power Pedestal Replacement Project scope
  - C. Bid Form
  - D. Certificate of Insurance and Business License
  - E. Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid
  - F. Notice of Award
  - G. Agreement Form
  - H. Notice to Proceed
  - I. Drawings

All of said Contract Documents are by this reference incorporated herein as though set forth at length.

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16. Payment will be remitted to the Contractor upon the Owner's satisfactory inspection of completed work as described in the project scope and in such amount as required by the Contract Documents.

17. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns. The representations and warranties contained herein shall survive the termination of this Contract. No other promises, representations or warranties shall be valid and binding unless they are reduced to writing and signed by the parties hereto. No amendment to this Contract shall be valid unless reduced to writing and signed by the parties hereto.

**IN WITNESS WHEREOF**, on this date first above written, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original.

**PORT OF POULSBO**

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Attest: \_\_\_\_\_

**CONTRACTOR**

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Attest: \_\_\_\_\_