

HIGHLINE WATER DISTRICT

MAINTENANCE AGREEMENT ASPHALT AND CONCRETE PATCHING REPAIR WORK CONTRACT #08-50-02

THIS AGREEMENT is entered into between HIGHLINE WATER DISTRICT, King County, Washington, a municipal corporation and special purpose district organized and existing under the laws of the State of Washington (hereafter referred to as "the District"), and AA ASPHALTING, INC. (hereafter referred to as "the Contractor") in consideration of the mutual benefits, terms and conditions hereinafter specified.

1. Project. The Contractor shall do all work and furnish all tools, materials and equipment for the District's maintenance work known as:

ASPHALT AND CONCRETE PATCHING REPAIR WORK

("Project") in accordance with and as described in the following documents and the Scope of Work (Exhibit A).

2. District Agreement. The District employs the Contractor to provide the materials and to do and cause to be done the Project work described above and to complete and finish the maintenance work according to the terms and conditions of this Agreement, and agrees to pay for the work at the time, in the manner and upon the conditions provided for in this Agreement.
3. Contractor Agreement. The Contractor agrees to fully perform the work upon all terms and conditions as contained in this Agreement. 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 constructing and completing the project provided for in this Agreement.
4. Completion Deadline/Liquidated Damages. The individual projects must commence within ten (10) days of the provision of the Patch List (Notice to Proceed). The patch list is to be completed within thirty-days (30), subject only to a delay due to weather conditions. If the work is not completed within that time period, because of difficulty in computing the actual damages to the District arising from any delay in completing this agreement, it is determined in advance and agreed by the parties that the Contractor shall pay the District the amount of \$ 100.00 per calendar day that the work remains uncompleted after expiration of the specified time for completion. The parties agree that this amount represents a reasonable forecast of the actual damages which the District will suffer by failure of the Contractor to complete the work within the agreed time period. The execution of this agreement shall constitute acknowledgment by the Contractor that the Contractor has ascertained and agrees that the District will actually suffer damages in the above amount for each day during which the completion of the work is avoidably delayed beyond the agreed completion date.
5. Contractor Guarantee. The Contractor shall guarantee the materials and work for a period of two years after completion of this Agreement.

HIGHLINE WATER DISTRICT

MAINTENANCE AGREEMENT ASPHALT AND CONCRETE PATCHING REPAIR WORK CONTRACT #08-50-02

6. Project Cost. The amount of the project cost is not-to-exceed **\$50,000.00**, plus Washington State sales tax.

While each party to this Agreement looks forward to and anticipates the completion of this Agreement, if either party arbitrarily decides not to fulfill the Agreement provisions, it will pay a 10% penalty to the non-violating party. The applicability of this provision will be determined by Item No. 14.

7. Payment Terms. The District shall pay the Contractor on the following terms:

The District shall pay the Contractor on the following terms: Incremental payments, plus Washington State Sales tax to be paid from a contractor invoice (which must be approved by the Construction/Operations Manager or designated Supervisor).

8. Prevailing Wages. The Contractor shall pay prevailing wages as indicated on Appendix A and shall comply with RCW 39.12 and RCW 49.28. A Notice of Intent to Pay Prevailing Wages and prevailing wage rates for the work must be posted for the benefit of workers. At the conclusion of the Agreement, the Contractor and its subcontractors shall submit Affidavits of Wages Paid to the Department of Labor and Industries for certification by the director. Final payment on the Agreement shall be withheld until certification by the director has been received by the District that the prevailing wage requirements of the law have been satisfied. The Contractor hereby certifies that it has not been cited for two violations within the last five (5) years, and is thus prohibited from bidding on public works projects. The Contractor further assures the District that it will use no sub-contractor who is thus prohibited.

9. Bond. Contractor must provide a performance and payment bond in the amount of 100% of the Agreement to the District in accordance with **RCW 39.08.010**.

10. Standard Specifications. The standard specifications for this project will be the latest edition of the WSDOT/APWA specifications. The performance of this Agreement and all work, materials and testing shall conform to the "Water District Developer Extension Agreement and Standard Specifications ("Standard Specifications"), which are expressly incorporated in this Agreement by this reference except as supplemented or modified. A copy of the Standard Specifications is available for the Contractor's review at the District office during normal business hours. The Contractor is encouraged to review the Standard Specifications to ensure the knowledge and understanding of their terms and conditions and/or to obtain a copy of such Standard Specifications from the District. The Standard Specifications are modified for this contract by the special provisions and supplemental specifications as follows:

No Standards are being modified

11. Indemnification and Hold Harmless. The Contractor shall indemnify, defend and save the District and its commissioners, manager, employees and engineers harmless from any and all claims and risks and losses, damages, demands, suits, judgments and attorney's fees or other expenses of any kind on account of or relating to injury to or death of any

HIGHLINE WATER DISTRICT

MAINTENANCE AGREEMENT ASPHALT AND CONCRETE PATCHING REPAIR WORK CONTRACT #08-50-02

and all persons or on account of all property damage of any kind, or in any manner connected with the work performed under this Agreement, or caused in whole or in part by reason of the presence of the Contractor, a subcontractor or their property, employees or agents during performance of the work or at any time before final acceptance, except only for those losses resulting from and to the extent of the sole negligence of the District with regard to activities within the Contractor's scope of work.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the District, its members, officers, employees and agents, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

In an arbitration or lawsuit with respect to this hold harmless provision, the Contractor shall prepare and defend that lawsuit at its own cost and expense. If judgment is rendered or settlement made requiring payment of damages by the District, its officers, agents, employees and volunteers, the Contractor shall pay the same.

12. Insurance.

- a. The Contractor shall obtain and keep in force during the term of this Agreement Commercial General Liability and Automobile Liability insurance policies with insurance companies which have an A.M. Best's rating of A VII or better, and which are approved by the Washington Insurance Commissioner pursuant to RCW 48.
- b. The Contractor shall file with the District a certified copy of all policies or a certificate of insurance evidencing that the policies are in force. The certificate shall be accompanied by policy endorsements as are necessary to comply with these requirements. The Contractor's Department of Labor & Industries' account number shall be noted on the certificate of insurance. Failure of the Contractor to fully comply with the requirements regarding insurance will be considered a material breach of contract and shall be cause for immediate termination of the contract.
- c. In addition, the Contractor shall have its insurance agent/representative complete the District's Insurance Coverage Questionnaire and attach it to the certificate of insurance for District's approval (Appendix B).
- d. The Contractor shall not begin work under the Agreement until all required insurance has been obtained and until such insurances have been received by the District. The insurance shall provide coverage for the Contractor, his subcontractors and the District.

HIGHLINE WATER DISTRICT

MAINTENANCE AGREEMENT ASPHALT AND CONCRETE PATCHING REPAIR WORK CONTRACT #08-50-02

- e. The insurance policies shall specifically name the District, its elected or appointed officials, officers, employees and volunteers as insureds with regard to damages and defense of claims arising from: (I) activities performed by or on behalf of the Contractor; or (ii) products and completed operations of the Contractor; or (iii) premises owned, leased or used by the Contractor. The insurance shall be maintained in full force and effect at the Contractor's expense throughout the term of the Agreement.
- f. The coverage provided by the Contractor's insurance policies is to be primary to any insurance maintained by the District, except as respects losses attributable to the sole negligence of the District. Any insurance that might cover this Agreement which is maintained by the District shall be in excess of the Contractor's insurance and shall not contribute with the Contractor's insurance.
- g. The General Aggregate provision of the Contractor's insurance policies shall be amended to show that the General Aggregate Limit of the policies applies separately to this contract.
- h. Types and Limits of Insurance Requires:

COMMERCIAL GENERAL LIABILITY

- ▶ \$1,000,000 per occurrence liability (including extended bodily injury)
- ▶ \$2,000,000 annual aggregate
- ▶ District Employees, Elected and Appointed Officials and Volunteers as Additional Insureds
- ▶ Workmen's Compensation – L1 employees of Contractor and Subcontractors are to be insured under Washington State Industrial Insurance. Contractor shall also be required to carry Stop Gap Liability Insurance for \$500,000 each occurrence, each accident.
- ▶ Employers Liability (Stop-gap)

AUTOMOBILE LIABILITY

- ▶ \$1,000,000 per accident bodily injury and property damage liability, including:
- ▶ Any owned, hired or non-owner automobile.

HIGHLINE WATER DISTRICT

MAINTENANCE AGREEMENT
ASPHALT AND CONCRETE PATCHING REPAIR WORK
CONTRACT #08-50-02

- i. The Contractor shall be solely and completely responsible for safety and safety conditions on the job site...
13. Trench Safety Systems. All trenches shall be provided with adequate safety systems as required by RCW 49.17.
14. Dispute Resolution.
a. Mediation. If any dispute, controversy or claim arises out of or relates to this Agreement...
b. Arbitration. Thereafter, any dispute, controversy or claim not resolved by mediation shall be decided by arbitration...
15. Effective Date. The effective date of this Agreement shall be the date that the Agreement is signed by an authorized representative of the District.

HIGHLINE WATER DISTRICT
("District" or "Owner")

AA ASPHALTING, INC.
("Contractor")

By: Matt Everett, General Manager

By: Jeff Jewitt, President

Date: 2-12-08

Date: 2-8-08

Address: P.O. Box 3867
Kent, WA 98089

Address: 2518 E. Valley Hwy.
Sumner, WA 98390-9510

Phone: (206) 824-0375

Phone: (253) 939-0214

Fax: (206) 824-0806

Fax: (253) 863-5402

Washington State General Contractor's License No.

AA ASPI 223 DF



Company Name: AA Asphaltting, Inc

Proposal Submitted By: Jeff Jewett

Date: January 28, 2008

JAN 31 2008

**ASPHALT AND CONCRETE PATCHING REPAIR WORK
CONTRACT #08-50-02**

Highline Water District is soliciting bids for our Asphalt and Concrete Patching Repair Work Maintenance Agreement. We are seeking a firm to repair various asphalt patches that vary in size. Please submit your proposal as follows:

EXHIBIT A SCOPE OF WORK/PROPOSAL		
BID ITEM	JOB DESCRIPTION	UNIT COST PER SQUARE FOOT
2" - 3" Asphalt	To prepare and pave per City and County specifications. (To include all signs and flagging).	0-60 Sq Ft \$575.00 Over 60 Sq Ft \$7.00 per Sq Ft
4" Asphalt	To prepare and pave per City and County specifications. (To include all signs and flagging). In two lifts.	0-40 Sq Ft \$575.00 Over 40 Sq Ft \$10.00 per Sq Ft
6" Asphalt	To prepare and pave per City and County specifications. (To include all signs and flagging). In three lifts.	0-30 Sq Ft \$575.00 Over 30 Sq Ft \$12.30 per Sq Ft
Saw Cutting	To prepare and pave per City and County specifications. (To include all signs and flagging).	0-50 L Ft \$295.00 Over 50 L Ft \$3.85 per L Ft
4" Concrete	To prepare and pave per City and County specifications. (To include all signs and flagging).	0-30 Sq Ft \$575.00 Over 30 Sq Ft \$12.55 per Sq Ft
6" Concrete	To prepare and pave per City and County specifications. (To include all signs and flagging). In two lifts.	0-30 Sq Ft \$575.00 Over 30 Sq Ft \$18.90 per Sq Ft
Concrete Curb	To prepare and pave per City and County specifications. (To include all signs and flagging). In three lifts.	0-10 L Ft \$575.00 Over 10 L Ft \$53.55 per L Ft
Saw Cut	To prepare and pave per City and County specifications. (To include all signs and flagging).	0-50 L Ft \$295.00 Over 50 L Ft \$3.85 per L Ft
SALES TAX ADDED TO INVOICE / 5% RETAINAGE DEDUCTED FROM EACH INVOICE		