Contract No. ####-### X (#-#).

Project Title Enter Project Title here.

Agency Enter Agency Name here.

Date Select date.

**SMALL WORKS DIRECT/NEGOTIATED CONTRACT**

FOR INSERT AGENCY NAME HERE.

THIS CONTRACT, made and entered into this ##.th/rd. day of Select Month., Year., shall be the agreed basis of performing the following work by and between the OWNER., Agency Name., acting through the AGENCY NAME., hereinafter referred to as the Owner, and

Contractor Name here.

Contractor Address Line 1.

Contractor Address Line 2.

Telephone: ###-###-####.

E-mail Contractor email.

hereinafter referred to as the Contractor.

WITNESSETH: Whereas the parties hereto have mutually covenanted and by these presents do covenant and agree with each other as follows:

FIRST: The said Contractor agrees to furnish all permits, material, labor, tools, equipment, apparatus, facilities, etc., necessary to perform and complete in a workmanship like manner the work called for in the contract documents entitled:

Contract No. ####-### X (#-#).

Enter Project Name here.

Prepared by: Consultant Name here., Consultant Address., Consultant phone#. according to the terms of the contract documents shall include, if applicable, Instruction to Bidders, General Conditions, General Conditions, Scope of Work, could also include Technical Specifications, Drawings, and Exhibits, and all modifications incorporated in the documents and this Contract.

SECOND: Time for Completion

*Contract Time:* The undersigned hereby agrees to substantially complete all the work under the Base Bid (and accepted alternates) within ##. calendar days after the date of Notice to Proceed.

*Final Completion:* All the work shall be fully and finally completed in accordance with the contract documents within ##. calendar days after the date of Substantial Completion.

The Contractor further agrees that, from the compensation otherwise to be paid, the Owner may retain the sum of $0.00. for each consecutive calendar day thereafter that the work remains uncompleted, which sum is agreed upon as the liquidated damages which the Owner will sustain in case of the failure of the Contractor to complete the work in the time stipulated, and this sum is not to be construed as in any sense a penalty.

(with options change numbering sequence) THIRD: In consideration of the Performance of the Work, herein contained on the part of the Contractor, the Owner hereby agrees to pay the Contractor for said work completed according to the Contract Documents, the sum of $0.00. plus tax.% State Sales Tax consisting of the following:

**TOTAL CONTRACT AMOUNT $** **0.00**.

use either if unit prices were part of the bid:

(with options change numbering sequence) FOURTH: Unit prices not accepted

(with options change numbering sequence)FOURTH: The following unit prices are hereby accepted as bid:

Unit Estimated Additive Deductive Per

# Item No. Description Quantities Unit Price Unit Price Measurement

1. Item. ##. $ 0.00. $ 0.00. measurement.

2. Item. ##. $ 0.00. $ 0.00. measurement.

3. Item. ##. $ 0.00. $ 0.00. measurement.

The above unit prices shall be utilized for any additive and deductive work within 15% of the TOTAL CONTRACT ESTIMATED BID QUANTITY. The unit price shall provide the contractor with full compensation for the cost of labor, materials, equipment, overhead, profit and any additional costs associated with the unit bid.

FIFTH: Civil Rights

Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against 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, sexual orientation, gender identity, or national origin.

SIXTH: Non-Discrimination

1. Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
2. Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
3. Default. Notwithstanding any provision to the contrary, Agency may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Agency receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Agency may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
4. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Agency shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Agency for default under this provision.

IN WITNESS WHEREOF: The said Department of Enterprise Services, Facility Professional Services, has caused this Contract to be subscribed in its behalf, and the said Contractor has signed this Contract the day and year first above written.

Contractor: Owner:

Contractor Company Name. Agency Name.

acting through Agency Name.

By By

SIGNATURE

Title Title

Date Date

Washington State Contractor’s

License No. License#.

UBI. NO. UBI #.

contract

Select date.

**RETAINAGE INVESTMENT**

Contractor Enter Contractor Name here.

Contract No. ####-### X (#-#).

Description Enter Project Title Description here.

Agency Enter Agency Name here.

Pursuant to R.C.W. 60.28, you are required to exercise your option, IN WRITING, on whether or not monies reserved from the amounts due you on the above contract shall be placed in escrow. You are therefore directed to complete and return this form with the signed copy of the above contract to AGENCY NAME.. This form will be transmitted to the Agency for further action in preparing the escrow agreement.

Should you desire to have the retained monies invested, it will then be necessary that you enter into an escrow agreement with a bank, trust or savings and loan company, and the above Agency.

CONTRACTOR'S OPTION

I do not request retainage on the above contract to be invested.

I hereby request retainage on the above contract be invested.

I hereby request retainage on the above contract be invested and converted into bonds and sureties.

Retainage Bond

Signature Date

Title

Contractor’s Option for **contracts $150,000 or less** (before tax). Remove page if not needed.

Select date.

**CONTRACTOR'S OPTION**

Contractor Enter Contractor Name here.

Contract No. ####-### X (#-#).

Description Enter Project Title Description here.

Agency Enter Agency Name here.

**Payment and Performance Bond Waiver**

It is hereby requested that the payment and performance bond requirement be waived for the above mentioned contract and 10% of the amount of the contract withheld for a period of forty-five (45) days after date of final acceptance, or until receipt of all necessary releases from the Department of Revenue, Department of Employment Security, and the Department of Labor and Industries, and settlement of any liens filed under Chapter 60.28 RCW, whichever is the latest, as set forth in 39.08 RCW.

*If at any point prior to final acceptance the Contract Sum without tax reaches $150,000.00 or more,* ***this waiver will be null and void.*** *Payment and Performance Bonds will be required.*

Signature

Date