

## CONTRACT FOR SIGN INSTALLATION

This agreement made and entered into this \_\_\_\_ day of August, 2013 between the City of North Bonneville, a municipal corporation of the State of Washington, hereinafter referred to as "City", and "Shota Woodcarving", a sole proprietor, hereinafter referred to as "Contractor".

### 1. Performance and Payment

The Contractor will provide and install signs as described below. Provided Contractor completes the work to City's reasonable satisfaction, Contractor shall receive a total of \$16,300 for:

Welcome Sign Refurbishment, Style B	\$1,500
Main Entrance Directory, Style A	\$5,000
3 Subdirectory Signs, Style C	\$4,800
Welcome Kiosk/Map, Style A	\$5,000

All signs will be designed according to the specifications described in attachment A. Contractor will work under the direction of city staff to select verbiage and any other sign details that come to light. These sums shall be lump sums, and no change orders will be permitted or valid without City's prior written consent.

### 2. Payment Terms

Contractor will bill the City on a monthly basis for all work performed in the previous month. Payment terms are net 30 days. Contractor shall pay not less than prevailing wages for all employees providing work under this contract as required by RCW 39.12.020 and Washington Department of Labor and Industries, and shall certify that fact as required by law.

### 3. Additional Expenses

Contractor will supply at his own expense all necessary tools, equipment and supplies necessary for this project.

### 4. Termination and Waiver.

This contract shall terminate on December 31<sup>st</sup> 2013 and shall automatically renew each year for successive one year terms. Either party may terminate this contract for any reason upon giving 30-days written notice to the other party.

Upon default by either party of any of the terms of this agreement, the non-defaulting party may terminate the agreement after written notice to the defaulting party. Failure by the non-defaulting party to exercise the right to terminate or take any action upon default shall not constitute a waiver of any rights and shall not excuse any such default. However, upon default and termination, the non-defaulting party is excused from further performance hereunder.

### 5. Status of Shota Woodcarving.

Contractor shall perform all work as an independent contractor. Although the City reserves the right (i) to determine (and modify) the delivery schedule for the Work and (ii) to evaluate the quality of the completed performance, the City cannot and will not control the means or manner of the Contractor's performance. The Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not an "officer," "employee" or "agent" of the City.

Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, City will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

#### **6. Indemnification**

Contractor shall defend (with legal counsel of City's choice), save, hold harmless, and indemnify the City, its officers, employees, agents, and members, from all claims, suits, losses, damages, liabilities, costs, expenses or actions, of any nature whatsoever resulting from, arising out of or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this contract.

#### **7. Assignment.**

This agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.

#### **8. Ownership to Signs and Graphics**

Copyright to the finished assembled signage work produced by the Contractor and graphics shall be vested with the City. This ownership is to include design, photos, graphics, and any font specifically designed or purchased on behalf of the City for completion of this project.

#### **9. Design Credit**

City agrees that the Contractor may carve his signature or otherwise identify himself as the artist in an unobtrusive manner on the signs, location to be agreed upon in advance by city staff. City also agrees that the work created for the City may be included in the Contractor's portfolio.

#### **10. Nondisclosure**

The Contractor, its employees and subcontractors agree that, except as directed by the City, it will not at any time during or after the term of this Agreement disclose any confidential information to any person whatsoever. Likewise, the City agrees that it will not convey any confidential information obtained about the Contractor to another party.

#### **11. Completion Date**

The Contractor agrees complete installations by December 31, 2013.

## 12. Governing Law and Venue.

The laws of the State of Washington shall govern the construction of this agreement and any dispute arising hereunder. The parties agree that the Superior Court of Skamania County shall be the venue for any litigation brought in relation to this agreement.

## 13. Entire Understanding

This contract constitutes the sole agreement between the Contractor and the City regarding this project. It becomes effective only when signed by both parties. It is the spirit of this agreement that this will be a mutually beneficial arrangement for the City and the Contractor.

Both parties warrant that they have read and understand the terms set forth in this agreement.

City of North Bonneville

Shota Woodcarving

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Don Stevens, Mayor      Date  
PO Box 7  
North Bonneville, WA 98639  
509-427-8182  
[info@northbonneville.net](mailto:info@northbonneville.net)

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Ken Craig      Date  
39704 SE 17<sup>th</sup> Street  
Washougal, WA 98671  
360-835-2595  
[ken@shotawoodcarving.com](mailto:ken@shotawoodcarving.com)

Attest:

Approved as to Form:

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Steve Hasson  
City Clerk

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Ken Woodrich  
City Attorney