



# City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Contract Number: \_\_\_\_\_

## CITY OF TUKWILA Short Form Contract

Contractor/  
Vendor Name: \_\_\_\_\_ Project No. \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Budget Item: \_\_\_\_\_  
Project Name: \_\_\_\_\_

**Please initial all attachments, then sign and return copies one and two to:  
City of Tukwila, \_\_\_\_\_ Department, 6200 Southcenter Boulevard, Tukwila, Washington  
98188. Retain copy three for your records until a fully executed copy is returned to you.**

### AGREEMENT

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between the City of Tukwila, hereinafter referred to as "City", and \_\_\_\_\_, hereinafter referred to as "Contractor."

The City and the Contractor hereby agree as follows:

1. **SCOPE AND SCHEDULE OF SERVICES TO BE PERFORMED BY CONTRACTOR.** The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.
2. **TIME OF COMPLETION.** The work shall be commenced on \_\_\_\_\_ and be completed no later than \_\_\_\_\_.
3. **COMPENSATION AND METHOD OF PAYMENT.** The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit B attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed \_\_\_\_\_ at a rate of \_\_\_\_\_, except by written agreement of the parties.
4. **CONTRACTOR BUDGET.** The Contractor shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement. The Contractor shall request prior approval from the City whenever the Contractor desires to amend its budget in any way.
5. **PAYMENTS.** The City shall make payments on account of the contract at completion of the project.
6. **ACCEPTANCE AND FINAL PAYMENT.** Final payment shall be due 10 days after completion of the work, provided the contract is fully performed and accepted.
7. **CONTRACT DOCUMENTS.**
  - The contract includes this Agreement, Scope of Work and Payment Exhibit.

- The intent of these documents is to include all labor, materials, appliances and services of every kind necessary for the proper execution of work, and the terms and conditions of payment therefore.
- The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all.
- The Contractor agrees to verify all measurements set forth in the above documents and to report all differences in measurements before commencing to perform any work hereunder.

**8. MATERIALS, APPLIANCES AND EMPLOYEES.**

- Except as otherwise noted, the Contractor shall provide and pay for all materials, labor, tools, water, power and other items necessary to complete the work.
- Unless otherwise specified, all material shall be new, and both workmanship and materials shall be of good quality.
- Contractor warrants that all workmen and subcontractors shall be skilled in their trades.

**9. SURVEYS, PERMITS AND REGULATIONS.** The City shall furnish all surveys unless otherwise specified. Permits and licenses necessary for the execution of the work shall be secured and paid for by the Contractor. Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the City unless otherwise specified. The Contractor shall comply with all laws and regulations bearing on the conduct of the work and shall notify the City in writing if the drawings and specifications are at variance therewith.

**10. PROTECTION OF WORK, PROPERTY AND PERSONS.** The Contractor shall adequately protect the work, adjacent property and the public and shall be responsible for any damage or injury due to any act or neglect.

**11. ACCESS TO WORK.** The Contractor shall permit and facilitate observation of the work by the City and its agents and public authorities at all times.

**12. CHANGES IN WORK.** The City may order changes in the work, the contract sum being adjusted accordingly. All such orders and adjustments shall be in writing. Claims by the Contractor for extra cost must be made in writing before executing the work involved.

**13. CORRECTION OF WORK.** The Contractor shall re-execute any work that fails to conform to the requirements of the contract and that appears during the progress of the work, and shall remedy any defects due to faulty materials or workmanship which appear within a period of one year from date of completion of the contract and final acceptance of the work by the City unless the manufacturer of the equipment or materials has a warranty for a longer period of time, which warranties shall be assigned by Contractor to City. The provisions of this article apply to work done by subcontractors as well as to work done by direct employees of the Contractor.

**14. OWNER'S RIGHT TO TERMINATE CONTRACT.** Should the Contractor neglect to execute the work properly, or fail to perform any provision of the contract, the City, after seven days' written notice to the contractor, and his surety, if any, may without prejudice to any other remedy the City may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contract or, at the City's option, may terminate the contract and take possession of all materials, tools, appliances and finish work by such means as the City sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the City.

**15. PAYMENTS.** Payments shall be made as provided in the Agreements. Payments otherwise due may be withheld on account of defective work not remedied, liens filed, damage by the Contractor to others not adjusted, or failure to make payments properly to the subcontractors.

**16. INSURANCE.** The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

- A. **Minimum Scope of Insurance.** Contractor shall obtain insurance of the types and with the limits described below:
1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
  2. Commercial General Liability insurance with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit. Commercial General Liability insurance shall be as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
  3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- B. **Public Entity Full Availability of Contractor Limits.** If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.
- C. **Other Insurance Provision.** The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.
- D. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- E. **Verification of Coverage.** Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.
- F. **Subcontractors.** The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.
- G. **Notice of Cancellation.** The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

H. **Failure to Maintain Insurance.** Failure on the part of the Contractor to maintain insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business-days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

17. **PERFORMANCE BOND.** The Contractor shall furnish to the City prior to start of construction a performance bond at 100% of the amount of the contract and in a form acceptable to the City. In lieu of bond for contracts less than \$25,000, the City may, at the Contractor's option, hold 5% of the contract amount as retainage for a period of 30 days after final acceptance or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens, whichever is later.
18. **LIENS.** The final payment shall not be due until the Contractor has delivered to the City a complete release of all liens arising out of this contract or receipts in full covering all labor and materials for which a lien could be filed, or a bond satisfactory to the City indemnifying the City against any lien.
19. **SEPARATE CONTRACTS.** The City has the right to execute other contracts in connection with the work and the Contractor shall properly cooperate with any such other contracts.
20. **ATTORNEYS FEES AND COSTS.** In the event of legal action hereunder, the prevailing party shall be entitled to recover its reasonable attorney fees and costs.
21. **CLEANING UP.** The Contractor shall keep the premises free from accumulation of waste material and rubbish and at the completion of the work, shall remove from the premises all rubbish, implements and surplus materials and leave the premises clean.
22. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. 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 City, its officers, officials, employees, and volunteers, 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 the 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. The provisions of this section shall survive the expiration or termination of this Agreement.
23. **PREVAILING WAGES.** The Contractor shall pay all laborers, workmen and mechanics the prevailing wage and shall file the required "Statement of Intent to Pay Prevailing Wages" in conformance with RCW 39.12.040.
24. **DISCRIMINATION PROHIBITED.** The Consultant, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation or the presence of any disability in the selection and retention of employees or procurement of materials or supplies.
25. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.
26. **SEVERABILITY AND SURVIVAL.** If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.

27. **NOTICES.** Notices to the City of Tukwila shall be sent to the following address:

City Clerk, City of Tukwila  
6200 Southcenter Blvd.  
Tukwila, Washington 98188

Notices to the Contractor shall be sent to the address provided by the Contractor upon the signature line below.

28. **APPLICABLE LAW; VENUE; ATTORNEY'S FEES.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

IN WITNESS WHEREOF, the parties hereto executed this Agreement the day and year first above written.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**\*\* City signatures to be obtained by  
City Clerk's Staff ONLY. \*\***

**\*\* Contractor signature to be obtained by  
sponsor staff. \*\***

CITY OF TUKWILA

CONTRACTOR:

\_\_\_\_\_  
Thomas McLeod, Mayor

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

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

Title: \_\_\_\_\_

ATTEST/AUTHENTICATED:

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

\_\_\_\_\_

\_\_\_\_\_  
Andy Youn, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the City Attorney