



City of Arlington

Small Public Works Agreement Under \$40,000

This Agreement is entered between the City of Arlington (City) and _____ (Contractor) shall be effective on the date executed by the City. In consideration of the terms and conditions contained herein and attached and made part of this agreement, the parties hereto covenant and agree as follows:

1. **Contract Name:** _____ **Contract No.** _____

2. **Description of Work:** The Contractor agrees to furnish all permits, tools, materials, labor, equipment, apparatus, facilities, etc., necessary to perform and complete in a workmanship like manner the Work as described in Attachment A. Attachment A may include the Contractor’s Quote, Scope of Work, Plans, Specifications and any other related Contract Documents which are attached hereto and incorporated herein.

3. **Time of Completion:** Work shall be substantially completed by: _____. The Contractor shall not start work until the City orally provides a Notice to Proceed. The Contractor shall have fifteen (15) days after substantial completion to complete the project closeout documentation.

4. **Payment Amount:** In consideration of the Performance of Work, the City agrees to pay the Contractor for Work completed:

Time and Materials Not to Exceed: \$ _____
WSST 9.2% \$ _____
Total Contract Amount \$ _____

5. **Prevailing Wages:** The Contractor and all subcontractors shall be responsible for paying laborers, works and mechanics who perform any part of this Contract not less than the prevailing rate of pay for Snohomish County as required in RCW 39.12.

6. **Insurance:** The Contractor shall provide the City with a certificate of insurance, naming the City of Arlington as Additional Insured with the limits listed in the Small Works General Terms and Conditions. The City will not issue a Notice to Proceed until the insurance certificate has been received.

7. **Performance & Payment Bond:** Contractor has elected to: provide a Performance and Payment Bond or waive the Performance and Payment Bond and have the City withhold 10% retainage.

8. **Retainage:** Contractor elects to have retainage held in a fund by the City; deposited in an interest-bearing account; invested in an escrow account or provide a retainage bond.

9. **Counterparts:** Original signatures transmitted and received via electronic submission are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature.

In Witness Whereof: The Parties have caused this Agreement to be executed:

City of Arlington

Contractor

Signature

Signature

Title

Title

Address

Address

Date

Date

Small Public Works General Terms and Conditions

A. Insurance Term

The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. No Limitation

The 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 Public Entity's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Contractor's required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. 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 Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity 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.

D. Minimum Amounts of Insurance

The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

E. 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.

F. 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 as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Contractor's insurance and shall not contribute with it.

G. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

H. Verification of Coverage

The Contractor shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the Public Entity, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

I. Subcontractors' Insurance

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.

J. Notice of Cancellation

The Contractor shall provide the Public Entity and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

K. Failure to Maintain Insurance

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity 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 Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Contractor from the Public Entity.

L. Indemnification / Hold Harmless

The Contractor shall defend, indemnify and hold the Public Entity, 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 Public Entity.

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 Public Entity, 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.

Attachment A