

PART III
CONTRACT

CONSTRUCTION CONTRACT

THIS CONTRACT, dated this _____ day of _____, 2010, is by and between the City of Arlington, a municipal corporation of the State of Washington, hereinafter referred to as the CITY, and _____ referred to as the CONTRACTOR for the bid price amount of \$ _____.

WHEREAS, the City desires the construction of the Airport Boulevard Road Improvements and

WHEREAS, the Contractor is qualified, willing and able to perform the necessary work.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, to be kept, performed and fulfilled by the respective parties thereto, and other valuable considerations, it is mutually agreed as follows:

1.0

SERVICE BY CONTRACTOR

Contractor agrees to perform the services described in the contract document for the Airport Boulevard Road Improvements, City of Arlington Project No. PWD 20080101, as prepared by the City of Arlington. These documents are on file with the Project Manager, a copy is held by the contractor, and by this reference incorporated herein.

2.0

TIME OF COMPLETION

All work under this Agreement is to be done within one hundred twenty (120) working days from the date of the notice to proceed.

3.0

RESPONSIBILITY OF CONTRACTOR

3.2 **Employment** Any and all employees of the Contractor while engaged in the performance of any work or services required by the Contractor under this agreement, shall be considered employees of the Contractor only and not of the City and any and all claims that may or might arise under the Worker's Compensation Act on behalf of said employees, while so engaged and any and all claims made by a third party as consequence of any negligent act or omission on the part of the Contractor's employees, while so engaged on any of the work or services provided or rendered herein, shall be the sole obligation and responsibility of the Contractor.

6.0

OWNERSHIP OF DOCUMENTS

6.1 On payment to the Contractor by the City of all compensation due under this Agreement all finished or unfinished documents and material prepared by the Contractor with funds provided by this Agreement shall become the property of the City and shall be forwarded to the City at its request.

6.2 Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Agreement will be kept as confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City or by court order.

8.0

ASSIGNMENT

8.1 This Agreement may not be assigned or otherwise transferred by the parties hereto without the written consent of the other party.

9.0
MODIFICATION

9.1 No change, alteration, modification or addition to the Agreement will be effective unless it is in writing and properly signed by all parties thereto.

10.0
HOLD HARMLESS

10.1 The Contractor shall defend, indemnify and hold the City, its officers, employees, consultants, 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 the Agreement is subject to RCW4.24.115, then, in the event of liability for damages arising out of bodily injury to person or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, consultants, 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.

11.0
INSURANCE

11.1 Contractor shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damages 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. The cost of such insurance shall be paid by the Contractor. Specific insurance requirements are outlined in the Standard Specifications Section 1-07.18.

12.0
LIQUIDATED DAMAGES

12.1 If the contractor fails to complete the work within the contract time, the contractor agrees to pay the owner liquidated damages to cover losses, expenses and damages in accordance with the Standard Specifications Section 1.08.9.

13.0
INDEPENDENT CONTRACTOR

13.1 Contractor is and shall be at all times during the term of this Agreement an independent contractor.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

CITY OF ARLINGTON, WASHINGTON:

CONTRACTOR:

By _____
Mayor Margaret Larson

By _____

STATE OF WASHINGTON)
)
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that on the
_____ day of _____, (he/she) signed this instrument and is/are the person(s) who
appeared before me, and said person(s) acknowledged it to be _____ free and voluntary act for the uses and
purposes mentioned in the instrument.

Dated this _____ day of _____, 2009

Notary Public in and for the State of
Washington

Residing in _____

My appointment expires _____

STATE OF WASHINGTON)
)
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Margaret Larson, Mayor, is the person who appeared before
me, and said person acknowledged that on the _____ day of _____, she signed this
instrument and is the person who appeared before me, and said person acknowledged it to be her free and voluntary
act for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2009

Notary Public in and for the State of
Washington

Residing in _____

My appointment expires _____

PERFORMANCE BOND

KNOW ALL PEOPLE BY THESE PRESENTS: That whereas the City of Arlington has awarded to

_____ (Contractor), hereinafter designated as the "Principal," a contract for the construction of the Project designated Airport Boulevard Road Improvements, all as hereto attached and made a part hereof, and whereas said principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract:

NOW, THEREFORE, we the principal and _____

(Surety)

a corporation, organized and existing under and by virtue of the laws of the State of Washington, duly authorized to do business in the State of Washington, as surety, are held and firmly bound unto City of Arlington, a municipal corporation of the State of Washington in the sum of:

(Total Amount of Contract Sum)

Dollars (\$_____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by those presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above-bonded principal, its heirs, executors, administrators, successors, or assigns shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and Contracts in the said contract and shall faithfully perform all the provisions of such contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and Contracts of any and all duly authorized modifications of said contract that may hereafter be made, at the time and in the manner therein specified, and shall pay all laborers, mechanics, subcontractors, and material suppliers and all persons who shall supply such person or persons or subcontractors with provisions and supplies for the carrying on of such work on their part and shall indemnify and save harmless City of Arlington, their officers and agents. Following the final acceptance of such work, then this obligation shall become null and void; otherwise, it shall remain in full force and effect.

And the said surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed hereunder or the specifications accompanying the same shall in any way affect its obligation on the bond, and it does hereby waive notice of any change, extension of time, alterations, or additions to the terms of the contract or the work or to the specifications.

IN WITNESS WHEREOF, the said principal and the said surety have caused this bond and _____ (four (4)) counterparts thereof to be signed and sealed by their duly authorized officers this __ day of _____, 20__.

Principal

TWO WITNESSES: (If sole proprietor or partnership)

Signed By

Title

ATTEST: (If Corporation)

Corporate Seal

By _____

Title _____

Surety

By _____

Its _____

Address of local office and agent of Surety Company is:

APPROVED AS TO FORM

By _____

Legal Officer for Owner

NOTE: THIS QUESTIONNAIRE MUST BE COMPLETED AND ATTACHED TO CERTIFICATE OF INSURANCE.

INSURANCE COVERAGE QUESTIONNAIRE

For: _____
(Name of Insured)

Project Title: _____

Project Owner: City of Arlington _____

Are the following coverage's and/or conditions in effect?

	Yes	No
The Policy form is ISO Commercial General Liability form GC – 2010? If No, attach a copy of the policy with required coverage's clearly identified		
The Owner, its officials, officers, employees, consultants, and volunteers are additional insured's as respects (a) activities performed for the Owner by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises, owned, leased, or used by the Named Insured.		
Products Completed operation coverage		
Cross Liability clause (or equivalent wording)		
Personal Injury Liability Coverage (with employee exclusion deleted)		
Broad Form Damage with X, C U Hazards included		
Blanket Contractual Liability coverage applying to this contract or Contractual Liability Coverage applying to this contract		
Employers Liability - Stop Gap		
45 calendar days written notice of cancellation to the Owner		

Deductibles
or SIRS: GL _____ AL _____ Excess _____

Insurer's Best Rating GL _____ AL _____ Excess _____

This questionnaire is issued as a matter of information. This questionnaire is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies indicated on the attached Certificate of Insurance.

Agency/Broker

Completed by (type)

Address

Completed by (Signature)

Name of person to contact

Telephone Number

DECLARATION OF OPTION FOR MANAGEMENT OF STATUTORY RETAINED PERCENTAGE

**DECLARATION OF OPTION FOR MANAGEMENT
OF STATUTORY RETAINED PERCENTAGE**

NOTE: *This form must be submitted at the time of the Contractor executes the contract. Contractor shall designate the option desired by checking the appropriate space.*

Monies reserved under provisions of RCW 60.28, at the option of the Contractor, shall be:

- _____ (1.) Retained in a fund by the Owner.

- _____ (2.) Deposited by the Owner in an interest-bearing account in a bank, mutual saving bank or saving and loan association.

- _____ (3.) Placed in escrow with a Bank or trust company by the Owner. When the monies reserved are to be placed in escrow, the Owner will issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by the Owner and the bonds and securities held in escrow.

(If option (2) or (3) is chosen the Escrow Agreement form must be attached.)

The Contractor in choosing Option (2) or (3) agrees to assume full responsibility to pay all costs which may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities.

Contractor Signature

Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

DOT EF (10/98)

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. Contract</p> <p><input type="checkbox"/> b. Grant</p> <p><input type="checkbox"/> c. Cooperative Agreement</p> <p><input type="checkbox"/> d. Loan</p> <p><input type="checkbox"/> e. Loan Guarantee</p> <p><input type="checkbox"/> f. Loan Insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. Bid/offer/application</p> <p><input type="checkbox"/> b. Initial Award</p> <p><input type="checkbox"/> c. Post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. Initial Filing</p> <p><input type="checkbox"/> b. Material Change</p> <p>For Material Change Only:</p> <p>Year _____ Quarter _____</p> <p>Date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p style="padding-left: 100px;">Tier _____, if known:</p> <p>Congressional District, if known: _____</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known: _____</p>
<p>6. Federal Department Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p style="text-align: center;">\$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p>	<p>b. Individual Performing Services (including address if different from No. 10a.) (last name, first name, MI):</p>	
<p><i>(attach Continuation Sheet(s) SF-LLL-A if necessary)</i></p>		
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> Actual <input type="checkbox"/> Planned</p>	<p>13. Type of Payment check all that apply):</p> <p><input type="checkbox"/> a. Retainer</p> <p><input type="checkbox"/> b. One-time Fee</p> <p><input type="checkbox"/> c. Commission</p> <p><input type="checkbox"/> d. Contingent Fee</p> <p><input type="checkbox"/> e. Deferred</p> <p><input type="checkbox"/> f. Other; specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. Cash</p> <p><input type="checkbox"/> b. In-kind: specify: nature _____</p> <p style="padding-left: 100px;">value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in item 11:</p> <p style="text-align: center; padding: 10px 0 10px 0;"><i>(attach Continuation Sheet(s) SF-LLL-A if necessary)</i></p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information required through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. The information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: 5/14/2009</p>	
<p>Federal Use Only:</p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>