



# TERMS AND CONDITIONS

## CONTRACTOR AND CITY AGREE AS FOLLOWS:

### 1. DEFINITIONS -

CITY – City of Arlington.

CONTRACTOR – Person(s) or entity referenced in this Terms and Conditions who have the skills, knowledge, and experience to perform the work referenced in this Terms and Conditions.

2. SCOPE OF SERVICES – This Terms and Conditions is a part of the project contract for the purchase of construction services referenced herein. In accordance with Amendments described herein, the City may add other related construction services at its discretion. Payment for these services shall not exceed limits set by the Contract unless authorized in writing by the City.
3. AMENDMENTS – This Contract shall not be altered, changed, or amended except by an instrument in writing executed by the parties hereto. Any changes in the scope of work or compensation shall be mutually agreed upon between City and the Contractor and shall be incorporated in written revisions to this Contract.
5. ASSIGNMENT – This Contract may not be assigned in any manner or by any means by Contractor without the express prior consent of the City.
6. RATIFICATION – Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and affirmed.
7. TERMINATION – This Contract may be terminated by either party upon not less than thirty (30) days written notice.
8. INDEPENDENT CONTRACTOR RELATIONSHIP –The parties intend that an independent Contractor/City relationship will be created by this Agreement. The City is interested primarily in the results to be achieved; subject to paragraphs herein, the implementation of services will lie solely with the discretion of the Contractor. No agent, employee, servant or representative of the Contractor shall be deemed to be an employee, agent, servant or representative of the City for any purpose, and the employees of the Contractor are not entitled to any of the benefits the City provides for its employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

9. TIME OF PERFORMANCE – The service of the Contractor is to commence per the terms stated in the Scope of Work.
10. DELAYS AND EXTENSIONS OF TIME – If the Contractor is delayed at any time in the progress of providing services covered by the Contract, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written Change Order to this Contract. Any request for an extension of time shall be made in writing to City.
12. OWNERSHIP OF RECORDS AND DOCUMENTS – All materials, writings and products produced by Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such materials, writing and products to the City. A copy may be retained by the Contractor.
13. EVALUATION AND COMPLIANCE WITH THE LAW – The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.
14. NONDISCRIMINATION –The City is an equal opportunity employer. In the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Contractor shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Contractor shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.
15. GOVERNING LAW/VENUE – This Contract shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Contract shall be brought in the Superior Court of Snohomish County, Washington.
16. ATTORNEYS FEES AND COSTS – If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

17. LICENSE/PERMITS – All work done pursuant to this Contract is deemed to be engaging in business in the City. Prior to performing work under this Contract, Contractor shall be responsible to obtain all necessary licenses and/or permits required to perform the work associated with this contract.
18. INDEMNIFICATION AND HOLD HARMLESS – Refer to Exhibit I: Insurance and Indemnification Requirements.
19. INSURANCE – Refer to Exhibit I: Insurance and Indemnification Requirements.
20. NOTICES – All notices which are given or required to be given pursuant to this Contract shall be hand delivered or mailed postage paid to the City contact listed on the Instructions to Bidders.

22. LIQUIDATED DAMAGES – Liquidated damages shall be assessed in accordance with WSDOT Std Specification 1-08.9.