

AGREEMENT

This agreement (the "AGREEMENT") is made this _____ of _____, _____, by and between SNOHOMISH COUNTY (the "OWNER" or the "COUNTY") and _____, Firm name
doing business as a _____ Corporation, Individual, or Partnership duly licensed to conduct business in the State of Washington (the "CONTRACTOR").

WITNESSETH: That for and in consideration of payments and agreements hereinafter mentioned:

1. The term "CONTRACT DOCUMENTS" means and includes the following, which are incorporated herein by reference as if fully set forth herein:

A.	Exhibit A Scope of Work
B.	Exhibit B Insurance Requirements
C.	Proof of Insurance

and all modifications or changes issued pursuant to the CONTRACT DOCUMENTS.

In the event of an inconsistency between the terms of this AGREEMENT and any of the other CONTRACT DOCUMENTS, the terms of this AGREEMENT shall control. In the event of an inconsistency among other CONTRACT DOCUMENTS, there shall be no order of precedence.

2. The CONTRACTOR will perform _____ (the "WORK"), in accordance with the CONTRACT DOCUMENTS.
3. The CONTRACTOR will commence the WORK required by the CONTRACT DOCUMENTS within ten (10) calendar days after the date of the written notice to proceed (the "NOTICE TO PROCEED") and will complete the WORK as stated in the Scope of Work unless the period for completion is otherwise extended in accordance with the CONTRACT DOCUMENTS. This contract is valid until _____.
4. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the WORK described herein, in accordance with the CONTRACT DOCUMENTS.
5. The CONTRACTOR agrees to perform the WORK described in the CONTRACT DOCUMENTS not to exceed the sum _____ (\$_____) plus applicable Washington State Sales Tax.
6. The OWNER will pay to the CONTRACTOR, in the manner and at such times as set forth, such amounts as required by the CONTRACT DOCUMENTS.
7. The CONTRACTOR must verify mandatory responsibility criteria for each first-tier subcontractor, and its subcontractors of any tier that hire other subcontractors must verify mandatory responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and SCC 3.04.131(2) and possesses an electrical contractor license, if

required by Chapter 19.28 RCW, or an elevator contractor license, if required by Chapter 70.87 RCW.

8. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
9. The CONTRACTOR shall defend, indemnify, and hold the COUNTY, 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 COUNTY.

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 COUNTY, 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.

10. 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, its agents, representatives, employees, or subcontractors, as set forth in Exhibit B, attached hereto and incorporated herein by this reference.
11. **County Non-discrimination.** It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

12. **Title VI (Federal) Non-discrimination.** Snohomish County assures that no person shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964, as amended, and the Civil Rights Restoration Act 1987 (P.L. 100.259), be excluded from

participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

IN WITNESS WHEREOF, the CONTRACTOR has executed this instrument on the day and year first written above, and the OWNER has caused this instrument to be executed by, and in the name of Snohomish County, the day and year first written below.

SNOHOMISH COUNTY
By

CONTRACTOR
By

Snohomish County Executive

Date

Signature of Company Officer

Date

Ken Klein
Executive Director

Printed Name and Title

Exhibit A SCOPE OF WORK

Description of work to be Performed:

Exhibit B

INSURANCE REQUIREMENTS

No Limitation. CONTRACTOR's maintenance of insurance as required by the AGREEMENT shall not be construed to limit the liability of the CONTRACTOR to the coverage provided by such insurance, or otherwise limit the insurance to the additional insured, or the COUNTY's recourse to any remedy available at law or in equity.

1. Minimum Scope of Insurance and Limits

CONTRACTOR shall obtain insurance of the types described below:

- a. Commercial General Liability insurance with limits no less than \$_____ each occurrence, \$_____ aggregate. Insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from Premises Operations, Products-Completed Operations, Personal Injury/Advertising Injury, and Liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse, or underground property damage.

Employers Liability / Washington Stop Gap \$_____ Each Accident / Each Disease / Policy Limit. Alternatively, may be evidenced as Employer's Liability insurance under Part B of a Workers Compensation insurance policy.
- b. Automobile Liability insurance covering Any Auto (Symbol 1) with a minimum combined single limit for bodily injury and property damage of \$_____ per accident. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01, or a substitute form, providing equivalent liability coverage.³
- c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- d. Builders Risk (☐ Applicable ☐ Not Applicable) insurance covering interests of the COUNTY, the CONTRACTOR, subcontractors, and sub-subcontractors in the WORK in the amount of the completed value of the WORK with no coinsurance provisions. Builders Risk insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage for physical loss or damage including flood and earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings, and debris removal. Deductibles for flood and earthquake perils may be accepted by the COUNTY upon written request by the CONTRACTOR and written acceptance by the COUNTY. Any increased deductibles accepted by the COUNTY will remain the responsibility of the CONTRACTOR. The Builders Risk insurance shall be maintained until final acceptance of the WORK by the COUNTY.

2. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability and Builders Risk (if applicable) insurance:

- a. 'Snohomish County, its officers, elected officials, agents, and employees' shall be named as additional insured including Products-Completed Operations. An Additional Insured Endorsement must be attached to the Certificate of Liability Insurance. The following

Additional Insured Endorsements are acceptable: an ISO standard CG 20 10 Owners, Lessees, Contractors – Scheduled Person or Organization AND CG 20 37 Owners, Lessees, Contractors – Completed Operations, or their equivalent.

- b. Insurance placed with insurers with a current A.M. Best rating of not less than A:VII.
 - c. The CONTRACTOR's insurance coverage shall be primary insurance with respect to the COUNTY. Any insurance or self-insurance coverage maintained by the COUNTY shall be excess of the CONTRACTOR's insurance and shall not contribute with it. The COUNTY reserves the right to approve all deductibles and to receive a certified copy of insurance policies.
 - d. The CONTRACTOR's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the COUNTY.
3. **Contractor's Insurance for Other Losses.** The CONTRACTOR shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, CONTRACTOR's employee-owned tools, machinery, equipment, or motor vehicles owned or rented by the CONTRACTOR, or the CONTRACTOR's agents, suppliers, or contractors as well as to any temporary structures, scaffolding and protective fences.
4. **Waiver of Subrogation.** The CONTRACTOR and the COUNTY waive all rights against each other any of their subcontractors, sub-subcontractors, agents, and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance (if applicable) or other property insurance obtained pursuant to the Insurance Requirements provisions of this CONTRACT or other property insurance applicable to the WORK. The policies shall provide such waivers by endorsement or otherwise.

5. **Verification of Coverage**

CONTRACTOR shall furnish the COUNTY with a Certificate of Insurance and a copy of the amendatory endorsements, including but not necessarily limited to the Additional Insured Endorsements, evidencing the compliance with the required insurance by the CONTRACTOR before commencement of the WORK.

Before any exposure to loss may occur, the CONTRACTOR shall file with the COUNTY a copy of the Builders Risk insurance policy (if applicable) that includes all applicable conditions, exclusions, definitions, terms, and endorsements related to the WORK.

The COUNTY reserves the right to require complete, certified copies of all required insurance policies at any time.

6. **Subcontractors.** CONTRACTOR shall ensure that each subcontractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the CONTRACTOR (with the exception of Builders Risk insurance, if applicable). At the request of the COUNTY, the CONTRACTOR shall provide evidence of such insurance.