CR:_____Date:_____Loc._____PO#:_____

City of Bellevue
Finance - Contracting Services
425-452-7876

General Services Contract

City of Bellevue Contract Identification Information:

Contract Title: _____

This AGREEMENT is entered into between the **City of Bellevue, Washington ("CITY")** and

_____

_____ **("CONTRACTOR").**

1. WORK BY CONTRACTOR

The Contractor shall perform the work described in the Scope of Work, which is attached hereto as Attachment "A" and by this reference is incorporated herein.

2. TERM OF CONTRACT

A. Contractor will begin providing services on, or about , or upon contract execution (signature of both parties), whichever is later, and will complete services on , however, Contractor shall not initiate, or otherwise begin work on any services covered by this agreement until notification to proceed is provided by the City's designated personnel, as identified below.

B. Prior to the expiration of the term of this Contract, or any renewals or extensions thereof, the City may, in its sole discretion, renew the Contract for additional term(s) of year(s) upon the same terms and conditions.

3. PAYMENT

A: City shall pay the Contractor for such services:

- ○ Hourly Rate:_____ per hour, but not more than a total of_____.
- ○ Fixed Sum: A total amount of: _____, to be paid per invoice schedule.
- ○ Other: _____, for all services performed, and expenses incurred under this agreement.

B. The Contractor shall maintain time and expense records, report them to the City monthly and shall submit invoices to the City monthly for payment of work performed to the date of the invoice. Invoices shall be in a format acceptable to the City. Contractor will furnish such receipts, documents and other supporting materials as City reasonably may request to verify the contents of any invoice.

C. The City shall pay all invoices from the Contractor by mailing a City warrant within 30 days of receipt of a properly completed invoice.

D. All records and accounts pertaining to this Contract are to be kept available for inspection by representatives of the City for a period of three (3) years after final payment. Copies shall be made available to the City upon request.

E. If during the course of the Contract, the work performed does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the work to comply with the Contract requirements and the City shall have the right to withhold payment for such work until it meets the requirements of the Contract.

SAMPLE

4. RESPONSIBILITY OF CONTRACTOR

A. Safety. The Contractor shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. The Contractor shall erect and properly maintain at all time, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known or unusual hazards.

B. Warranty. The Contractor shall be responsible for correcting any deficiencies and for completing all the work as described in Attachment A. Where deficiencies or failure to appear or perform would cause delay or lack of service to the City, the City may elect to recover liquidated damages as specified in Attachment "A".

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

5. COMPLIANCE WITH LAWS

A. Nondiscrimination/Equal Protection. The Contractor agrees not to discriminate against any employee or applicant for employment or any other persons in the performance of this Contract because of race, religion, creed, color, national origin, marital status, gender, age or handicap, or other circumstances as may be defined by federal, state or local law or ordinance, except for a bona fide occupational qualification. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contractor setting forth the provisions of this nondiscrimination clause.

B. The Contractor shall comply with all federal, state and local regulations and ordinances applicable to the work to be done under this Contract.

C. Any violation of the provisions of this Paragraph 6 shall be considered a violation of a material provision of this Contract and shall be grounds for cancellation, termination or suspension of the Contract by the City, in whole or in part, and may result in ineligibility for further work for the City.

6. TERMINATION OF CONTRACT

A. The City may terminate the Contract and take possession of the premises and all materials thereon and finish the work by whatever methods it may deem expedient, by giving 10 days written notice to the Contractor, upon the occurrence of any one or more of the events hereafter specified:

1. The Contractor makes a general assignment for the benefit of its creditors.

2. A receiver is appointed as a result of the insolvency of the Contractor.

3. The Contractor persistently or repeatedly refuses or fails to complete the work required herein.

4. Contractor fails to make prompt payment to subcontractors for material or labor

5. Contractor persistently disregards federal, state or local regulations and ordinances.

6. Contractor persistently disregards instructions of the Contract Administrator, or otherwise substantially violates the terms of this Contract.

7. The City determines that sufficient funds are not available to fund completion of the work contracted for.

SAMPLE

A. This agreement may be terminated by either party without cause upon thirty days written notice, in which event all finished or unfinished material or work of the Contractor pursuant to this Agreement shall be submitted to the City, and the Contractor shall be entitled to just and equitable compensation at the rate set forth in Section 3 or as specified in Attachment "A" for any satisfactory work completed prior to the date of termination.

B. In the event this Contract is terminated by the City, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in Attachment "A" is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under this contract exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by reason of such refusal, neglect, failure or discontinuance of employment, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, the Contractor and its surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include all legal costs incurred by the City to protect the rights and interests of the City under the Contract, provided such legal costs shall be reasonable.

7. OWNERSHIP OF DOCUMENTS

All finished or unfinished documents and material prepared by the Contractor with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City upon its request.

8. CLAIMS

Any claim against the City for damages, expenses, costs or extras arising out of the performance of this Contract must be made in writing to the City within thirty (30) days after the discovery of such damage, expense or loss, and in no event later than the time of approval by the City for final payment. The Contractor, upon making application for final payment, shall be deemed to have waived its right to claim for any other damages for which a claim has not been made, unless such application for final payment includes notice of additional claim and fully describes such claim.

9. GENERAL ADMINISTRATION AND MANAGEMENT

The director of the department, or his/her designee, shall have primary responsibility for the City under this Contract and shall oversee and approve all work to be performed, coordinate communications, and review and approve all invoices, under this Contract.

10. HOLD HARMLESS

A. The Contractor shall protect, defend, indemnify and save harmless the City, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Contractor. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Contractor, by mutual negotiation, hereby waives, as respects the City only, any immunity that would otherwise be available against such claims under the industrial insurance provision of Title 51 RCW. In the event the City obtains any judgment or award, and/or incurs any cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable form the Contractor.

B. The City shall protect, defend, indemnify and save harmless the Contractor, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the City. The City agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the City, by mutual negotiation, hereby waives, as respects the Contractor only, any immunity that would otherwise be available against such claims under the industrial insurance provision of Title 51 RCW. In the event the Contractor obtains any judgment or award, and/or incurs any cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable form the City.

SAMPLE

11. INSURANCE

The Contractor shall maintain insurance as set forth in Attachment B.

12. PREVAILING WAGE

This Contract is subject to the requirements of Chapter 39.12 RCW, and as it may be amended, relating to prevailing wages. No worker, laborer or mechanic employed in the performance of any parts of this contract shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington. The schedule of prevailing wage rates for the Contract is made a part of this contract as though fully set forth in Attachment "C" to this contract or as subsequently amended. On projects funded in part or in whole with the Federal funds, Federal wage laws and regulations shall also be applicable. Prior to making any payment under this Contract, the City must receive an approved copy of the "Statement of Intent to Pay Prevailing Wages" from the Contractor. It is the Contractor's responsibility to obtain and file the "Statement of Intent to Pay Prevailing Wage". The Contractor shall be responsible for all filing fees. Following the final acceptance of services rendered, the Contractor shall submit an "Affidavit of Wages Paid".

13. INDEPENDENT CONTRACTOR

The Contractor is and shall be at all times during the term of this Contract an independent contractor and not an employee of the City. Any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this Contract, shall be considered employees of the Contractor only and not of the City. Any and all claims that may arise under the Worker's Compensation Act on behalf of said employees, while engaged, and all claims made by the 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 not be the obligation of the City.

SAMPLE

14. GENERAL PROVISIONS

A. Governing Law; Forum. The Agreement will be governed by the laws of Washington and its choice of law rules. The Consultant irrevocably consents to the exclusive personal jurisdiction and venue of the federal and state courts located in King County, Washington, with respect to any dispute arising out of or in connection with the Agreement, and agrees not to commence or prosecute any action or proceeding arising out of or in connection with the Agreement other than in the aforementioned courts.

B. Severability. If any provision of the Agreement is held to be invalid or unenforceable for any reason, the remaining provision will continue in full force without being impaired or invalidated in any way. The City and the Consultant agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

C. Nonwaiver. Any failure by the City to enforce strict performance of any provision of the Agreement will not constitute a waiver of the City's right to subsequently enforce such provision or any other provision of the Agreement.

D. No Assignment. Neither the Agreement nor any of the rights or obligations of the Consultant arising under the Agreement may be assigned, without the City's prior written consent. Subject to the foregoing, the Agreement will be binding upon, enforceable by, and inure to the benefit of, the parties and their successors and assigns.

E. City Marks. The Consultant will not use any trade name, trademark, service mark, or log of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.

F. Notices. All notices and other communications under the Agreement must be in writing, and must be given by registered or certified mail, postage prepaid, or delivered by hand to the party to whom the communication is to be given, at its address set forth below.

G. Legal Fees. In any lawsuit between the parties with respect to the matters covered by the Agreement, the prevailing party will be entitled to receive its reasonable attorney's fess and costs incurred in the lawsuit, in addition to any other relief it may be awarded.

H. Counterparts. The Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document.

15. EXTENT OF CONTRACT/MODIFICATION

This Contract, together with the attachments and/or addenda, represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may be amended, modified or added to only by written instrument properly signed by both parties hereto.

In witness whereof, the parties have executed this Agreement and it shall be effective as of the last date written below.

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Contractor:		**City of Bellevue:**	
By:	_____	By:	_____
Printed Name:	_____	Printed Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____
UBI #:	_____	Approved as to form	
Tax ID #:	_____	By:	_____
Phone #:	_____		

Attachment "A"
Scope of Services

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1. **The Services**

1.1 General Description:

1.2 Deliverable Items:

1.3 Designated Personnel:

Contractor's main point of contact at the City will be , or such other personnel as the City may designat from time to time.

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