

**SNO-ISLE LIBRARIES  
PUBLIC WORKS AGREEMENT  
AGREEMENT NO. 2022.09.21 – ELECTRICAL UNIT PRICE CONTRACT**

THIS AGREEMENT is entered into the date last below written between SNO-ISLE INTERCOUNTY RURAL LIBRARY DISTRICT (“Sno-Isle Libraries”) and \_\_\_\_\_ (“Contractor”); hereafter jointly referred to as “Parties”.

Contractor Name:

Address:

City, State, Zip:

Phone:

WA State UBI No:

**PURPOSE**

In consideration of the sums to be paid to the Contractor by Sno-Isle Libraries, the Contractor hereby covenants and agrees to furnish all labor, materials, equipment, and supervision as required to deliver electrical emergency work, service work, and scheduled projects on an “as needed” basis to 23 Sno-Isle Libraries facilities in accordance with the specifications and plans as contained or referenced within Sno-Isle Libraries ITB Bid No. 2022.09.21 entitled: 2022 ELECTRICAL UNIT PRICE CONTRACT.

**SCOPE OF WORK**

The Contractor will provide services, and otherwise do all things necessary for or incidental to the performance of work, as set forth in the specifications and plans and the Contractor’s Bid Proposal dated \_\_\_\_\_, 2022 and Sno-Isle Libraries ITB Bid No. 2022.09.21.

**Exhibit A** contains the General Terms and Conditions governing work to be performed under this Agreement, the nature of the working relationship between Sno-Isle Libraries and the Contractor, and specific obligation of both parties.

**Exhibit B** contains the Contractor’s response to ITB Bid No. 2022.09.21 – 2022 ELECTRICAL UNIT PRICE CONTRACT.

**Exhibit C** contains Sno-Isle Libraries’ ITB Bid No. 2022.09.21 - 2022 ELECTRICAL UNIT PRICE CONTRACT plus Addendums (if issued).

**PERIOD OF PERFORMANCE**

Subject to other Agreement provisions, the period of performance under this Contract will be effective as of \_\_\_\_\_, 2022 through \_\_\_\_\_, 2023 unless sooner terminated or extended as provided herein.

Sno-Isle Libraries reserves the right to extend this agreement for one (1) additional one (1) year term or portions thereof. Such contract extensions shall be subject to mutual consent as to duration, modification of terms and price adjustments. The total contract duration, with extensions, shall not

exceed two (2) years. The Contractor shall respond within 15 calendar days following receipt of Sno-Isle Libraries' request for an extension.

#### COMPENSATION AND PAYMENT

Sno-Isle Libraries shall pay Contractor for work performed on a time and materials basis, plus applicable Washington State Sales Tax, at the labor rates quoted in Contractor's Bid Proposal dated \_\_\_\_\_, 2022.

The Contractor's compensation for time and materials rendered shall be based on completed work. The extent of the payment (in whole or in part) is based upon unit prices multiplied by quantities of work actually performed.

In accordance with RCW 39.08.010(3), the Contractor will declare the option to waive the requirement of a one hundred percent (100%) performance / payment bond and a five percent (5%) retainage bond in lieu of allowing Sno-Isle Libraries to withhold ten percent (10%) of the total project cost for both locations, to be released: (a) as required by law; or (b) sixty (60) days after completion of all contract work if: (1) there are no claims against the retained funds, (2) the Contractor satisfied test requirements, and (3) the Contractor faithfully, timely and completely performed the Agreement.

Sno-Isle Libraries may, in its sole discretion, withhold amounts from payments otherwise due as offsets or back charges for expenses, damages, liquidated damages or costs for which the Contractor is liable. If Sno-Isle Libraries chooses not to offset or deduct any such expenses, damages, liquidated damages, or costs from one or more payments or return of retainage, Sno-Isle Libraries does not waive its claim for such damages and hereby expressly reserves its right to assert a claim against the Contractor for such damages.

The contractor agrees to comply with all state and federal laws relating to the employment of labor and wage rates to be paid.

#### BILLING PROCEDURES AND PAYMENT

Contractor billings for this Unit Price Contract are to be submitted to Sno-Isle Libraries upon completion of work. An approved *Affidavit of Wages Paid* from Washington State L&I must accompany the final invoice(s) of the period. The Affidavit must encompass all payments made (including tax) throughout the contract period.

Payment shall be considered timely if made by Sno-Isle Libraries within thirty (30) days after receipt of properly completed invoices with supporting documents, which shall be submitted to the Facilities Specialist. Payment shall be sent to the address designated by the Contractor. Sno-Isle Libraries will delay any monthly invoice payment until all required documentation is received not to exceed sixty (60) days at which point a 10% retainage shall be held by Sno-Isle Libraries and the invoice balance remitted to the Contractor.

All Contractor invoices must include the wording, "*We certify that the prevailing wages have been paid in accordance with the pre-filed statement or statements of intent to pay prevailing wages on file with Sno-Isle Libraries.*"

## Attachment 8.8

Contractor agrees to alter the wages it pays its employees on an annual basis in order to recognize and follow the most recently promulgated increases in prevailing wage rates established by the State of Washington Department of Labor and Industries each year. The Contractor acknowledges that Sno-Isle Libraries has borne the cost of the increase in wages due employees under WAC 296-127-01346 for the duration of the Contract and included these increases in the original Contract amount. If the increase in wages due to employees exceed the Contract amount, the Contractor must notify Sno-Isle Libraries sixty (60) days prior to the anniversary date of the Contract in order to amend the Contract amount.

Sno-Isle Libraries may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

### CHANGES IN WORK/CHANGE ORDERS

Any verbal approval of changes in work/change order must be approved by the Facilities Department and subsequently documented.

Charges or credits for the work covered by the approved change will be determined by one or more of the following methods (determined by Sno-Isle Libraries):

- Unit bid prices
- Lump sum
- Time and materials

In the event the vendor is directed to proceed with extra work, on a time and material basis, an itemized proposal shall be submitted including material and rental invoices and/or any other backup as requested by Sno-Isle Libraries.

Additional travel outside the projected schedule, including return travel fees for unfinished work, without approved change order or verbal consent will not be paid.

Not to exceed (NTE) amounts will be used on any project proposal/bid and is to cover total cost.

### WORK ORDERING PROCEDURE

*Major scheduled projects (not service work):*

Individual purchase orders will be issued for scheduled projects. There is no minimum order for services.

The Contractor will be solicited to submit a quote/proposal for projects estimated to exceed \$2,500 and competitive bids will be sought to align with procurement policy thresholds. If unable to provide a quote/proposal for any reason, the Contractor must submit a "No Quote/Proposal" response. An awarded vendor that does not respond to request for quotes/proposals on more than three (3) occasions may be subject to contract termination and/or non-renewal.

The Electrical Work Order (Attachment 8.4 from the Electrical UPC ITB) must be completed and included with each quotation for scheduled projects so that both can be attached to the purchase order for each project.

The Facilities department designee will:

Notify the awarded Contractor(s) in writing or verbally, of a planned project(s).  
Set a pre-quote coordination timeframe (with up to 72 hours' notice) for a site visit for scheduled projects. This will allow vendors the opportunity to examine the conditions and acquire/observe in-depth knowledge on the scope of work so that a quotation can be given. During this meeting, the following will be established:  
A scope of work will be established, including who is responsible (Sno-Isle Libraries or the Contractor) for project specific requirements.  
A due date and time for the quotation (giving up to 72 hours).  
A timeline with a start and completion date.  
Answer any project specific questions.  
Verification of pre-existing conditions in and damages to the grounds and/or building(s).  
If available, the designee will furnish plans showing locations of work.

The Contractor will:

1. Be responsible to take all of their own measurements.
2. Be responsible for obtaining all required trade permits as determined by local code.
3. If permits are required, an inspection will be scheduled by the Contractor.
4. Be responsible to close permit upon completion of project.
5. For a given project, the quote submitted will be a "Not to exceed" estimate. Pricing for units of labor, materials, or equipment, which are not specifically listed will be subject to Sno-Isle Libraries' approval. The total of all lines, including additional negotiated items, will be added together to establish an estimated total project cost.
6. Include these items on the invoice:
  - a. Purchase Order number
  - b. Invoice number
  - c. Prevailing Wage Statement
  - d. Appropriate units of labor, materials, and equipment based on the not to exceed quote on the Work Order form
7. Call before you dig: Call 811 or access [callbeforeyoudig.org](http://callbeforeyoudig.org) for below grade work, and as required.
8. If awarded, confine its apparatus, storage of materials and operations of workmen to the limits indicated by Sno-Isle Libraries.
9. If awarded, the Contractor will be required by State Law and Sno-Isle Libraries policy to report to the person in charge and sign in as a visitor to that building each day.
10. Coordinate with the Facilities Specialist before starting the project.
11. Immediately report to the Facilities Specialist any error, inconsistency, or omission which they discover.
12. If awarded, be responsible for removing all trash and debris while maintaining a clean work area throughout the duration of work. Supplies and tools will be stored in a safe manner. At the completion of the work, and before final payment is made, Contractor will remove all tools and

surplus materials from the building. In case of dispute, Sno-Isle Libraries may remove the rubbish and/or repair property and charge such costs to the Contractor.

INSPECTION/CORRECTION OF WORK

All work, materials, processes of manufacture, and all methods of construction will be subject to the inspection of Sno-Isle Libraries at any time and location. Sno-Isle Libraries will be the sole judge of the quality and suitability. Should any fail to meet the standard, they will be made good, replaced/covered, as the case may be, by the Contractor at their expense. Rejected material will be removed immediately from the site. Sno-Isle Libraries may find it is undesirable to replace any defective or damaged materials, or to reconstruct or correct any portion of the work. As such, the compensation to be paid to the Contractor shall be reduced by such amount that Sno-Isle Libraries finds equitable.

The Contractor will give Sno-Isle Libraries timely notice of its readiness for observations to be tested, inspected, or approved by laws governing the work completed. If the inspection is by another authority, the Contractor will notify Sno-Isle Libraries of the date fixed for such inspection and shall use the required Certificate of Inspection.

Sno-Isle Libraries may order re-examination of completed work and the Contractor must uncover the work at their expense. If it is found not to be in accordance with the Contract, the Contractor will pay all costs to correct the work, to the satisfaction of Sno-Isle Libraries. If another Contractor employed by Sno-Isle Libraries caused the defect in the work, Sno-Isle Libraries shall pay such cost and recover the charges from the other Contractor.

PROJECT MANAGEMENT

The Project Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this Agreement.

Contractor Project Manager	Sno-Isle Libraries Project Manager
Name	Rose Hong
Company	Sno-Isle Libraries' Service Center
Address	7312 35 <sup>th</sup> Ave NE
City, State, Zip Code	Marysville, WA 98271
Phone:	Phone: (360) 651-7093
Email address:	Email address: rhong@sno-isle.org

For questions regarding this Agreement, please contact the Purchasing Department, at purchasing@sno-isle.org.

INSURANCE

The Contractor shall provide, as applicable, insurance coverage as set forth in the *General Terms and Conditions*. The intent of the required insurance is to protect Sno-Isle Libraries should there be any claims, suits, actions, costs, damages, or expenses arising from any negligent or intentional act or

omission of the Contractor or Subcontractor, or agents of either, while performing under the terms of this Agreement.

The Contractor shall submit to Sno-Isle Libraries within ten (10) days of the Agreement effective date, a certificate of insurance which outlines the coverage and limits defined in the *Insurance Coverage* section. The Contractor shall submit renewal certifies as appropriate during the term of the Agreement.

Failure to maintain such insurance shall be a material breach of the Agreement. Sno-Isle Libraries shall be entitled to damages for such a breach that include, but are not limited to, any loss (including, but not limited to, third party litigation expenses and professional fees) suffered by Sno-Isle Libraries if Sno-Isle Libraries is determined to be solely or concurrently negligent, and if Sno-Isle Libraries suffers any loss or must pay or defend against any such claim, suit, demand or damage as a result of such breach.

The Contractor waives any right of contribution against Sno-Isle Libraries. It is agreed and mutually negotiated that in any and all claims against Sno-Isle Libraries, its agents or employees, the Contractor, a Subcontractor, anyone directly or indirectly employees by the Contractor or Subcontractor, or anyone for whose acts any of them may be liable, the defense and indemnification obligations hereunder shall not be limited in any way by any limitation on the amount of damages, compensation, or benefits payable by or for the Contractor of any Subcontractor under industrial worker's compensation acts, disability benefit acts, or other employees' benefit acts.

The Contractor's and Sno-Isle Libraries' initials hereto indicate specific waiver of the Contractor's industrial insurance immunity in order to fulfill this indemnity. Solely for the purpose of the Indemnification and defense as provided in this Contract, the Contractor specifically waives any immunity under the State of Industrial Insurance Law, Title 51 RCW. The Contractor expressly acknowledges that this waiver of immunity under Title 51 RCW was the subject of mutual negotiation and was specifically entered into pursuant to the provisions of RCW 4.24.115.

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Contractor (initial here) OBJ

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Sno-Isle Libraries (initial here)

The Contractor agrees to repair and replace all property of Sno-Isle Libraries and all property of other damaged by it, its employees, subcontractors, suppliers, and agents.

ASSURANCES

Sno-Isle Libraries and the Contractor agree that all activity pursuant to this Contract will be in accordance with all the applicable current deferral, state and local laws, rules, and regulations. Without limited the foregoing, the Contractor shall: (1) pay prevailing wages and comply with the requirements set forth in Chapter 39.12 RCW; (2) comply with the excavation safety requirements specified in RCW 39.04.180; (3) provide and submit all information as required by RCW 39.04.370.

ORDER OF PRECEDENCE

Each of the exhibits and documents listed below is by this reference hereby incorporated into this Contract. In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Terms and Conditions as contained in this Contract instrument
- **Exhibit A-** General Terms and Conditions
- Invitation To Bid
  - o Bidder Instructions/ Information
  - o Conditions and Requirements
  - o Scope of Work and Specifications
  - o Addenda (if any)
- Contractor's Proposal dated \_\_\_\_\_, 2022.
- Any other provision, term or material incorporated herein by reference or otherwise incorporated

ENTIRE AGREEMENT

This Agreement including referenced exhibits represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

CONFORMANCE

If any provision of this Contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

APPROVAL

This Agreement shall be subject to the written approval of Sno-Isle Libraries' authorized representative and shall not be binding until so approved. The Agreement may be altered, amended, or waived only by a written amendment executed by both parties.

THIS AGREEMENT is executed by the persons signing below who warrant that they have the authority to execute the Agreement.

Contractor

Sno-Isle Libraries

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date