

**SMALL WORKS CONTRACT**

Contractor Name	_____
Contractor Address	_____
Contractor UBI	_____
Contract Title	_____
Contract Number	_____
Contract Period	_____
Renewal Options	_____
Not To Exceed	_____

This Contract is made by and between the Sno-Isle Regional Library, (the "Library District") and _____, (the "Contractor"), and collectively sometimes referred to as "Parties" or individually as "Party".

The Library District now desires to retain the Contractor to _____, (the "Project") which requires specialized skills and other support capabilities which the Library District is not able to provide.

The Contractor has been deemed to possess the required skills and the necessary capabilities, including technical and professional expertise, to perform the Project set forth in this Contract. Additionally, the competitive bid process as defined in both the RCWs, and the Library District's internal Policies, has been followed to ensure compliance with all applicable laws and regulations.

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The Parties agree as follows:

1. SCOPE OF WORK

- 1.1 The Contractor shall perform such services and accomplish such tasks, including the furnishing of all labor, permits, tools, supervision, materials, equipment, temporary construction, water, light, power, transportation, and other services and facilities of any nature necessary for full performance thereof in order to complete the Project (the "Services"), as detailed in their submission, (incorporated herein by reference) in response to the Library District's Landscaping & Grounds Care, Snow & Ice Removal, ITB No. 2025.05.21 (incorporated herein by reference).
- 1.2 All Services shall be provided according to the care and skill ordinarily used by members of the Contractor's profession practicing under the same or similar circumstances at the same time and in the same locality as the Services being performed.
- 1.3 Equipment offered shall be current models which have been in successful regular operation under comparable conditions. The work performed shall be in conformity with the best modern practice of the trade with the intent to secure the best standard of construction and equipment of work as a whole and in part.
- 1.4 If Contractor encounters conditions at the Project site(s) described as follows, the Contractor shall promptly provide notice to the Library District before conditions are disturbed, but in no event shall Contractor provide notice less than ten (10) calendar days after first observance of the conditions.
 - 1.4.1 Subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract; or
 - 1.4.2 Unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract.

Library District will promptly investigate such conditions and, if Library District determines that conditions differ materially and cause an increase or decrease in the Contractor's cost of performance for any part of the Services, Library District will recommend an equitable adjustment to the Contract. If Library District determines that the conditions at the Project site(s) are not materially different from those indicated in this Contract and that no change in the Contract is justified, Library District shall promptly notify the Contractor in writing stating the reasons.

- 1.5 If in the course of performance of Services, Contractor encounters human remains or

recognizes the existence of burial markers, archaeological sites, or wetlands not indicated in the Contract, the Contractor shall immediately suspend any operations that would affect them and shall immediately notify the Library District. Upon receipt of such notice, the Library District shall promptly take any action necessary to obtain authorization required to resume the operations. Contractor shall continue to suspend such operations until otherwise instructed by Library District, but shall continue with all other Services that do not affect such remains or features.

- 1.6 Contractor shall keep the premises and surrounding areas free from accumulation of waste materials or rubbish caused by operations under the Contract. Contractor shall not unreasonably encumber Project site(s) with materials or equipment. At completion of the work at each Project site, Contractor shall promptly remove waste, materials, rubbish, tools, equipment, machinery, and surplus materials from the site(s).
- 1.7 Contractor shall confine operations at each Project site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract. Contractor shall comply with all applicable noise ordinances for each Project site.

2. TERM

- 2.1 This Contract is effective upon mutual execution by the Executive Director of the Library District, or his/her designee and an authorized representative for the Contractor.
- 2.2 The Contractor may not begin physical work on this Project until a formal Notice to Proceed has been issued by the Library District.
- 2.3 The working hours for this Project will be limited to the restrictions of the local noise ordinance for each city in which Services are performed. Contractor is responsible for knowledge of and compliance with such local laws and regulations.
- 2.4 The Contract shall begin and complete the provision of the Services as follows, unless otherwise terminated or extended according to this Contract:
 - 2.4.1 Anticipated Commencement Date:
 - 2.4.2 Anticipated Completion Date:
 - 2.4.3 Renewal Options:

3. COMPENSATION AND METHOD OF PAYMENT

- 3.1 Library District shall pay Contractor a total Not-To-Exceed (NTE) \$__, inclusive of tax, to complete the Project as described in this Contract and in the solicitation documents.

- 3.2 The Contractor shall submit monthly an invoice to the Contract Administrator named in [Section 20. Notice](#) below for the approved amount. Any payment by the Library District shall not constitute a waiver of the Library District's right to final inspection and acceptance of the Project.
- 3.3 No payment shall be made for any Service rendered by the Contractor except for the Project associated with this Contract. All invoices must be submitted to Facilities@sno-isle.org. Unless otherwise agreed on, payments shall be due thirty (30) calendar days after electronically delivered.
- 3.4 With each invoice, Contractor will attach or write a statement that wages paid were compliant to applicable Prevailing Wage rates, including the Contractor and any Subcontractors. The following statement should be included on every invoice.

"We certify prevailing wages were paid in accordance with the pre-filed Statement of Intent to Prevailing Wages on file with the public agency."

3.5 Retainage

- 3.5.1 The Library District shall hold back a retainage in the amount of five percent (5%) of any and all payments made to Contractor until all necessary releases from Washington State Department of Revenue and Washington State Department of Labor and Industries and until settlement of any liens filed under Chapter 60.28 RCW.
- 3.5.2 The Contractor may, at its option, submit a bond in lieu of the retainage specified above. Such bond shall be in a form acceptable to the Library District and submitted within thirty (30) calendar days upon entering into this Contract, through a bonding company meeting standards established by the Library District.
- 3.5.3 The Contractor shall declare the option for management of statutory retained percentage of the Contract by selecting one of the following:
- ☐ Contractor elects to submit a bond in lieu of retained funds
 - ☐ Contractor elects to have the retained percentage of the Contract held in a non-interest-bearing fund by the Owner

3.6 Performance & Payment Bonds

- 3.6.1 Pursuant to Chapter 39.08 RCW, the Contractor shall, prior to the execution of the Contract, furnish performance and payment bonds to the Library District in the full amount of the bid with a surety company as surety, ensuring that the Contractor

shall faithfully perform all the provisions of this Contract and pay all laborers, mechanics, and subcontractors and materialmen, and all persons who supply such Contractor or subcontractors with provisions and supplies for the carrying on of such work. Such bond shall provide that any person or persons performing such Services or furnishing material to any subcontractor shall have the same right under the provisions of such bond as if such work, Services or material was furnished to the original Contractor.

3.6.2 In the event where change orders or amendments increase the contract amount by 15% or more, the Contractor shall either provide new payment and performance bonds for such increased amount or provide riders to the existing payment and performance bonds increasing the amount of the bonds.

3.6.3 Pursuant to [RCW 39.08.010](#), Contractor's payment and performance bonds must be conditioned upon:

- 1) Faithful performance of all provisions of the Contract, including warranty obligations;
- 2) Payment of all laborers, mechanics, subcontractors, suppliers, and all persons and entities who carried out work under this Contract; and
- 3) Payment of any taxes, liabilities, increases, or penalties incurred in the performance of Services under this Contract which may be due.

3.6.4 In addition, the surety company providing such bond shall agree to be bound to the laws of the state of Washington, and subjected to the jurisdiction of the state of Washington and Snohomish County Superior Court in any proceeding to enforce the bond.

3.7 Defective or Unauthorized Work

The Library District reserves its right to withhold payment from Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this Contract, and extra work and materials furnished without the Library District's written approval.

If Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the Library District may complete the work by contract or otherwise. Contractor shall be liable to the Library District for any Additional Costs incurred by the Library District to complete the Project to its satisfaction. "Additional Costs" shall include all reasonable costs, including but not limited to legal costs and attorneys fees, incurred by the Library District beyond the maximum not-to-exceed for this Contract.

The Library District further reserves its right to deduct the cost to complete the Project, including any Additional Costs, from any and all amounts due or to become due the Contractor. Notwithstanding the terms of this section, the Library District may have against Contractor for defective or unauthorized work.

3.8 Final Payment: Waiver of Claims

The Contractor's acceptance of final payment (excluding withheld retainage) shall constitute a waiver of Contractor's claims, except those previously, timely and properly made and identified by Contractor as unsettled at the time final payment is made and accepted.

4. **MINIMUM INSURANCE AND RISK OF LOSS**

- 4.1 The Contractor shall procure and maintain for the duration of the Contract, such insurance as will protect the Contractor against claims for injuries, sickness, or death of persons, or damage to property which may arise from, or in connection with, the performance of the Services by the Contractor, its agents, representatives, or employees.
- 4.2 The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either Party, except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the Library District.
- 4.3 Within 30 days of contract signature, Contractor shall procure and maintain insurance of the types and minimum levels described below:

4.3.1 Commercial General Liability

- 1) \$1,000,000 per occurrence and \$2,000,000 in the aggregate covering liability arising from premises, operations, or independent contractors for bodily injury, personal and advertising injury, and property damage.
- 2) If the scope of services involves activities with minors, such policy shall include sexual assault and misconduct coverage.
- 3) The Contractor's insurance coverage shall be primary insurance with respect to the Library District. Any insurance, self-insurance, or insurance pool coverage maintained by the Library District shall be excess of the Contractor's insurance and shall not contribute with it.
- 4) Any deductible and/or self-insured retention of the policies shall not apply to the Contractor's liability to the Library District and shall be the sole responsibility of the Contractor or its Subcontractor.

- 5) Coverage shall be at least as broad as that afforded under ISO form number CG 00 01 current edition, or its substantive equivalent.
- 6) The Contractor shall name Sno-Isle Regional Library as an additional insured under the Contractor's Commercial General Liability insurance policy.

4.3.2 Workers' Compensation

- 1) Statutory requirements of the Industrial Insurance laws of the State of Washington.
- 2) Employers Liability or "Stop Gap" coverage: \$1,000,000 each occurrence and shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability), or, in monopolistic states, the protection provided by the "Stop Gap" endorsement to the Commercial General Liability policy.

4.3.3 Automobile Liability

- 1) \$1,000,000 combined single limit per accident for accident, bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of such vehicles along with any other statutorily required automobile coverage.
- 2) Automobile liability shall cover all vehicles owned, and non-owned vehicles used by the Contractors.
- 3) In the event that services delivered pursuant to this Contract involve the transportation of other individuals by Contractor personnel in Contractor-owned vehicles or non-owned vehicles, the limit shall be no less than \$3,000,000 combined single limit per accident for bodily injury and property damage.
- 4) The Contractor's insurance coverage shall be primary insurance with respect to the Library District. Any insurance, self-insurance, or insurance pool coverage maintained by the Library District shall be excess of the Contractor's insurance and shall not contribute with it.
- 5) Any deductible and/or self-insured retention of the policies shall not apply to the Contractor's liability to the Library District and shall be the sole responsibility of the Contractor or its Subcontractor.

- 4.4 Insurance must be placed with insurers lawfully authorized to do business in the jurisdiction in which the Project is located, and with a current A.M. Best rating of not less

than A: VII.

- 4.5 Contractor shall furnish the Library District with original certificates and a copy of the amendatory endorsements including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the Services.
- 4.6 Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of this Contract.
- 4.7 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.
- 4.8 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. Upon request by the Library District, the Contractor shall provide evidence of such insurance.
- 4.9 Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

5. LIBRARY DISTRICT RESPONSIBILITY

- 5.1 Except for any permits and fees that are the responsibility of the Contractor as otherwise described in this Contract, the Library District shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy, or for making alterations, repairs, or other improvements to existing facilities.
- 5.2 Upon Contractor's request, Library District shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site(s) of the Project, and a legal description of the site(s). The Contractor shall be entitled to rely on the accuracy of information furnished by the Library District, but shall exercise proper precautions relating to the safe performance of the work.

6. CONTRACTOR RESPONSIBILITY

- 6.1 The Contractor must have, or obtain, prior to the execution of this Contract, the following:

6.1.1 From the Washington State Department of Labor and Industries - A current

certificate of registration as a Contractor in compliance with Chapter 18.27 RCW.

- 6.1.2 From Washington State Department of Revenue - A current Washington Unified Business Identified (UBI) number, state excise tax registration number.
- 6.1.3 From Washington State Employment Security Department – A current Employment Security Number (ES Number).
- 6.1.4 Industrial Insurance (workers' compensation) – Coverage for the bidder's employees working in Washington, as required by Title 51 RCW.
- 6.1.5 No Debarment or Suspension – At the time of bid and contract execution, Contractor certifies that neither it nor and any Subcontractor are presently debarred or suspended by any Federal department or state agency. If such status changes for Contractor or any Subcontractor during the course of this Contract, the Contractor shall notify Library District immediately upon becoming aware.
- 6.2 At the time of contract award, the Contractor shall not have been disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- 6.3 The Contractor shall comply with all employment security laws of the State of Washington and shall timely make all required payments in connection therewith.
- 6.4 If, for any reason, the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status after this Contract is executed, the Contractor shall notify the Library District immediately of such condition in writing. The Contractor and Subcontractors shall maintain and be liable for payment of all applicable taxes, fees, license permits and costs as may be required by applicable federal, state, or local laws and regulations as may be required to provide the work under this Contract.
- 6.5 The Contractor shall pay for and maintain in a current status, any license fees, assessments, permit charges, etc., that are necessary for performance of this Contract. It is the Contractor's sole responsibility to monitor and determine any charges or enactment of any subsequent requirements for said fees, assessments, or charges and to immediately comply with said charges during the entire term of the Contract.
- 6.6 The Contractor shall comply with all applicable local ordinances, state, and federal statutes, and supporting rules and regulations governing the discharge of industrial waste to public sewer, private sewer, or side sewer tributary to the metropolitan sewer system. Contractor shall handle and dispose of all hazardous wastes in compliance with all applicable local, state, and federal laws and regulations, including the Resource Conservation and Recovery Act, the Washington Hazardous Waste Management Act, and applicable rules and

regulations of the Environmental Protection Agency and the Department of Ecology governing the generation, storage, treatment, transportation, or disposal of hazardous wastes.

7. SUBCONTRACTORS

- 7.1 A subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the work of this Contract, and refers to all tiers of subcontractor. The term "subcontractor" does not include a separate contractor or subcontractors of a separate contractor.
- 7.2 Library District shall have no contractual obligations to any subcontractor. The Contractor shall be fully responsible to the Library District for all contractual obligations, and the acts and omissions of its subcontractors, their employees, agents, and assigns.
- 7.3 Contractor shall require all tiers of subcontractor to be bound to the Contractor, or to a different subcontractor, as appropriate, by terms of this Contract, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the subcontractors work. Each subcontract agreement shall preserve and protect the rights of the Library District.
- 7.4 The Contractor must verify responsibility criteria of any subcontractors hired to perform Services for this Project. Verification shall include that each subcontractor, at the time of subcontract execution, meets the requirements listed above in [Section 6. Contractor Responsibility](#).
- 7.5 Any subcontractor must be approved in writing by the Library District prior to subcontractor performing any work. The approval of a subcontractor shall not affect the not to exceed amount of the Contract. Contractor shall not contract with a proposed subcontractor to whom Library District has made reasonable and timely objections. The Contractor shall not be required to contract with anyone to whom the Contractor has made a reasonable and timely objection. The rejection or approval of any subcontractor shall not relieve the Contractor of any of its responsibilities under the Contract, nor be the basis of any additional charges to Library District.

8. CHANGE ORDERS/MODIFICATIONS

- 8.1 Changes in the scope of work may be accomplished after execution of the Contract. Such changes shall not include work that was known or should have been known at the time of bid and/or has been included in the Contractor's responsive bid unless initiated by the Library District. Such changes shall not yield any increase in the total Contract amount that produce a higher profit margin for Contractor than that established by the Contractor's responsive bid. Any cost increases or scheduling delays due to errors or omissions made

by Contractor in their responsive bid or the Contract are the sole responsibility of the Contractor and shall not be charged to the Library District.

- 8.2 Any changes to this Contract, after execution, will only be made through a mutually agreed upon change order(s) and/or amendment to the Contract, ratified by signature of the appropriate authorized representatives of each Party.
- 8.3 The Library District may issue a written change order for any change in the Contract work during the performance of this Contract with or without Contractor's agreement.
- 8.4 If the Contractor determines, for any reason, that a change order is necessary, Contractor shall submit a written change order request to the Library District and await written approval in the form of a signed change order before making any changes to the work. If Contractor fails to request a timely change order as described in this Contract, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the Contract work.
- 8.5 If the Library District determines that the change order increases or decreases the Contractor's costs or time for performance, the Library District will make an equitable adjustment to the Contract in the form of a Contract amendment. Library District will attempt in good faith to reach agreement with the Contractor on all equitable adjustments. However, if the Parties are unable to agree, the Library District will determine the equitable adjustment in its sole discretion.

9. WARRANTY OF QUALITY OF WORK

- 9.1 The Contractor shall supervise and direct the work using its best efforts, skills and attention. The Contractor shall be solely responsible for, and shall have full control and charge of, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the work under this Contract.
- 9.2 The Contractor warrants that the Services shall in all material respects conform to the requirements of the Contract. Contractor warrants that qualified professional personnel with in-depth knowledge shall perform the Services in a timely and professional manner; and that the Services shall conform to the standards generally observed in the industry for similar services. Contractor warrants that the Services shall be in compliance with all applicable laws, rules, and regulations.
- 9.3 Right to Inspect

The Library District reserves the right to, or have a third party, inspect the Services provided in this Contract at any time. The Services shall be approved by the Library District and shall be subject to the Library District's general rights of inspection and review to secure the

satisfactory performance of the Services prior to payment.

9.4 Acceptance of Work

To serve the best interests of Library District, the completion of each task, performance requirement, milestone, deliverable, and billable item (collectively "Work") shall be subject to acceptance by the Library District.

The Library District may withhold payment if it rejects or fails to accept Contractor's Work. Payment on the Contract shall not be considered acceptance of Work.

In the event of rejection of any Work, the remedies outlined in this [Section 9. Warranty of Quality of Work](#) shall apply.

9.5 Warranty Remedies

9.5.1 Contractor is responsible for all costs of repair or replacement in order to restore the work to the applicable Contract requirements, including shipping charges, for work found by Library District, in its sole discretion, to be defective within the warranty period, regardless of who actually corrects the defect.

9.5.2 Whenever possible, Contractor shall provide "on the spot" settlement of warranty claims or disputes, and authorize local representatives to act on the Contractor's behalf.

9.5.3 The Library District shall give written notice of any defect to the Contractor. If the Contractor has not corrected the defect within thirty (30) days after receiving the written notice, the Library District, in its sole discretion, may correct the defect itself. In the case of an emergency where the Library District believes delay could cause serious injury, loss or damage, the Library District may waive the written notice and correct the defect. In either case, Library District shall charge-back the cost for such warranty repair to the Contractor.

9.6 Library District's Right to Stop the Work

If Contractor fails to correct work that is not in accordance with the requirements of this Contract or repeatedly fails to carry out work in accordance with the Contract, the Library District may issue a written order to the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Library District to stop the work shall not give rise to a duty on the part of the Library District to exercise this right for the benefit of the Contractor or any other person or entity.

9.7 Library District's Right to Carry Out the Work

If Contractor defaults or neglects to carry out the work or correct the work in accordance with this Section 9. Warranty of Quality of Work, the Library District may, without prejudice to other remedies, correct such deficiencies.

In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Library District's expenses and compensation for additional services made necessary by such default, neglect, or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Library District.

9.8 Library District's Right to Clean Up

If a dispute arises among the Contractor, subcontractors, and/or the Library District as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Library District may clean up and allocate the cost among those responsible.

10. PREVAILING WAGE

10.1 Payment of Current Prevailing Wage Rates

For the first year of this Contract, the Contractor shall comply with the requirements of RCW 39.12 (Prevailing Wages on Public Works) and RCW 49.28 (Hours of Labor), and shall pay each employee an amount not less than the Prevailing Rate of Wage, effective as of the bid opening date identified in ITB No. 2025.05.21, Landscaping & Grounds Care, Snow & Ice Removal (incorporated by reference), specified by the Industrial Statistician of the Washington State Department of Labor and Industries (L&I) <https://secure.lni.wa.gov/wagelookup>. Unless otherwise noted, all work performed under this contract will take place in Snohomish County and Island County, Washington.

The rate of prevailing wages shall be updated every year after the first year of this Contract to the rates set as of the anniversary date of contract execution to comply with the most recent prevailing wages ([WAC 296-127-023](#)). The contract sum will be adjusted as necessary to reflect the cost of such wage increases.

At any point the Contractor may request the Library District provide a copy of the applicable prevailing wage rate and have it electronically or hard mailed upon request.

It is the sole responsibility of the Contractor to assign the appropriate classification and associate wage rates to all laborers, workers, or mechanics that perform any work under this contract, in conformance with the scope of work descriptions of L&I's Industrial

Statistician.

With each invoice, Contractor shall comply with the invoicing requirement referenced above in [Section 3.4](#) stating that wages paid were compliant to applicable prevailing wage rates.

10.2 Statements of Intent to Pay Prevailing Wage

Contractor and all tiers of subcontractors shall file Statements of Intent to Pay Prevailing Wages ("Intents") immediately after contract execution and annually thereafter. Such Intents shall be filed online through Contractor's portal in the My L&I website <https://secure.lni.wa.gov/home/> linking to the project that has been established in My L&I's website under this Contract.

Contractor shall notify Library District's Contract Administrators noted below in [Section 20. Notice](#) after receipt of filing and approval from L&I.

10.3 Exceptions to Prevailing Wages on Statements of Intent

In certain situations, an Intent to Pay Prevailing Wages shall be filed with L&I, but the Contractor may indicate an exception on the Intent form that exempts the prevailing wage rates for the following:

10.3.1 Sole owners and their spouse;

10.3.2 Any partner who owns at least thirty percent (30%) of a partnership;

10.3.3 The president, vice-president, and treasurer of a corporation if they each own at least thirty percent (30%) of the corporation; or

10.3.4 Workers regularly employed on a monthly or per diem salary by state or any political subdivision by its laws.

10.4 Exemptions for Workers with Disabilities

Section 14(c) of the Fair Labor Standards Act (FLSA), Employment of Workers with Disabilities, authorizes employers to pay wages lower than the established prevailing wages to workers whose earning capacity is impaired by physical or mental disabilities, including those related to age or injury, affecting the work to be performed. Payment of such reduced wages is permitted only after receiving a certificate from the Department of Labor's Wage and Hour Division.

10.5 Certified Payroll Reports

As required in RCW 39.12.110, The Contractor, shall file a copy of its certified payroll records using the My L&I online system at least once per month. If the L&I online system is not used, Contractor, subcontractor, or employer shall file a copy of its certified payroll records directly with L&I in a format approved by L&I at least once per month. The Contractor is required to retain certified payrolls on file for a minimum of three years, and may be audited or inspected at any time during the term of the Contract for all contracted entities required to pay prevailing wages.

10.6 Affidavits of Wages Paid

The Contractor is responsible for the prompt filing of the Affidavits of Wages Paid ("Affidavits") and shall also require same from all levels of Subcontractors. The Receipt of the approved Affidavit is required before the Library District can initiate the process with the State of Washington for release of retainage.

The Contractor shall indemnify and hold the Library District harmless from any claims related to the payment or non-payment of such wages by the Contractor. The Library District may withhold payment on any invoice due to the Contractor until the approved Affidavit is received

10.7 Ongoing Service Contracts

For maintenance and/or ongoing service contracts greater than one (1) year in duration where prevailing wages are required, the Contractor and all tiers of subcontractors shall pay workers at least the prevailing wage rates in effect at the time of bid release.

Annually, upon the contract execution anniversary date, Contractor shall then file Affidavits, approved by the L&I Industrial Statistician unless otherwise directed. The annual Affidavits must be filed online through the Contractor's Portal in My L&I website: <https://secure.lni.wa.gov/home/>. Contractor shall also ensure that all tiers of subcontractor likewise files their Affidavits.

Receipt of such approved Affidavits is required before Library District can pay the final invoice for each contract execution anniversary date. Contractor shall notify Library District of filing along with a copy of the Affidavit(s)

If Library District elects to extend the Contract beyond the anticipated contract term, the Contractor shall comply with the prevailing wage rates in effect at the date of execution of such contract amendment extending time.

10.8 Posting of Prevailing Wages

For jobs above ten thousand dollars (\$10,000), Contractor is required to post for employees' inspection, the Intent form including the list of the labor classifications and

wages used on the project.

10.9 Prevailing Wage Disputes

In the event any dispute arises as to what the prevailing wages are for this Contract, and the dispute cannot be solved by the parties involved, the matter shall be referred to the Director of L&I. In such case, the Director's decision shall be final, conclusive, and binding on all parties.

11. INDEPENDENT CONTRACTOR RELATIONSHIP

The Parties intend to form an independent contractor relationship under this Contract. The parties agree that Contractor is a firm skilled in matters pertaining to construction and will perform independent functions and responsibilities in the area of its particular field of expertise. The Library District is interested primarily in the results to be achieved by the Services. The implementation of Services will lie solely with the discretion of the Contractor. No agent, employee, servant, representative, or subcontractor of the Contractor shall be deemed to be an employee, agent, servant or representative of the Library District for any purpose, and the employees of the Contractor are not entitled to any of the benefits the Library District 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 the Services.

In the performance of the Services, the Contractor is an independent contractor with the authority and sole responsibility to control and direct the performance of the details of the Services including but not limited to construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the work under this Contract. However, the results of the Services shall be approved by the Library District and shall be subject to the Library District's general rights of inspection and review to secure the satisfactory performances of the Services. Notwithstanding, the Library District may, at its sole discretion, require the Contractor to remove an employee(s), agent(s) or subcontractor(s) from providing Services or otherwise being involved with the Project.

The Contractor acknowledges that all mandatory deductions, charges and taxes imposed by any and all federal, state, and local laws and regulations shall be the sole responsibility of the Contractor. Contractor represents and warrants that all such deductions, charges and taxes imposed by law and/or regulations upon the Contractor are, and will remain, current. If the Library District is assessed, liable or responsible in any manner for those deductions, charges or taxes, the Contractor agrees to indemnify and hold the Library District harmless from those costs, including attorney's fees.

12. HOLD HARMLESS/INDEMNIFICATION

- 12.1 Contractor shall defend, indemnify and hold the Library District, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Contract, except for injuries and damages caused by the sole negligence of the Library District. Should a court of competent jurisdiction determine that this Contract 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 Library District, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence.
- 12.2 **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 Contract**

Contractor's Initials _____

13. DISPUTE RESOLUTION

Any controversy or claim arising related to this Contract, or the breach thereof, shall be subject to dispute resolution as described below:

- 13.1 Prior to the initiation of any action or proceeding to resolve disputes between the parties, both shall make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power, who shall not have substantive involvement in the matters involved in the dispute, unless the parties otherwise agree.
- 13.2 Failing resolution after following the requirements of paragraph 13.1, the parties shall attempt to resolve the dispute through a mediation conducted by a person(s) or organization experienced in mediation initiated within thirty (30) calendar days from the date of the request unless extended by Contract of both parties.
- 13.3 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the execution date of this Contract. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 calendar days from the date of filing, unless stayed for a

longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 13.3, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings

- 13.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- 13.5 The positions expressed and mediator's recommendations, if any, shall not be admissible as evidence in any subsequent proceeding. At all times during the course of any unresolved dispute between the parties, the Contractor shall continue to supervise, direct and perform the Work in a diligent and professional manner and without delay as provided under the terms of the Contract. The good faith completion of negotiation efforts and mediation pursuant to this Article shall be a prerequisite to the filing of any litigation.

14. OWNERSHIP OF PROPERTY

- 14.1 All property furnished by the Library District for the use of the Contractor shall remain the property of the Library District.
- 14.2 All documents, including drawings and specifications, prepared by the Contractor pursuant to this Contract are the instruments of service with respect to the Services and shall be owned by the Library District upon payment of the Contractor fee by the Library District. The Contractor shall provide the Library District with both the native file formats and reproducible copies of all documents, drawings, specifications, and other work products constituting the instruments of service. The instruments of service are not intended nor represented by the Contractor to be suitable for reuse by the Library District or others on extensions of the services provided for, or any other project. Any reuse without written verification or adaptation by the Library District will be at the Library District sole risk and without liability or legal exposure to the Contractor, and the Library District shall indemnify and hold the Contractor harmless from all claims, damages; losses, and expenses including attorney's fees arising out of or resulting therefrom.

15. COMPLIANCE WITH LAWS

- 15.1 The Contractor, in the performance of this Contract, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Contract to assure quality of Services.

- 15.2 The Contractor specifically agrees to pay any applicable business and occupation (B&O) taxes that may be due because of this Contract.

16. NONDISCRIMINATION

- 16.1 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, 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; provided that the prohibition against discrimination in employment because of disability, or the use of a trained dog guide or service animal by a person with a disability, shall not apply if the particular disability prevents the proper performance of the particular worker involved.
- 16.2 Discriminatory action may apply to, but is not 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 Contract as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.
- 16.3 The Contractor will not discriminate against any recipient of any Services or benefits provided for in this Contract on the grounds of race, creed, color, national origin, 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 guide dog or service animal by a person with a disability.
- 16.4 If the Library District has authorized any assignment or subcontracting, the assignment or subcontract shall include appropriate safeguards against discrimination.

17. ASSIGNMENT

- 17.1 The Contractor shall not assign its performance of the Services or any portion of this Contract without the Library District 's prior written consent. The Library District reserves the right to reject, without cause, any such assignment.
- 17.2 Any assignment shall be subject to each provision of this Contract and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.

18. MAINTENANCE AND INSPECTION OF RECORDS

- 18.1 The Contractor shall maintain payroll, wage, and cost records, books, and documents, which sufficiently and properly reflect all direct and indirect costs related to the

performance of this Contract and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Contract. These records shall be subject at all reasonable times to inspection, review, or audit, by the Library District, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Contract.

- 18.2 The Contractor shall retain all books, records, documents and other material relevant to this Contract, for six (6) years after its expiration. The Contractor agrees that the Library District or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

19. TERMINATION

19.1 Termination for Convenience

The Library District may terminate this Contract, in whole or in part, at any time, by giving thirty (30) calendar days' written notice to the Contractor. Upon such termination for convenience, the Library District shall pay the Contractor for all Services provided under this Contract through the date of termination.

19.2 Termination for Cause

19.2.1 If the Contractor fails to perform in the manner called for in this Contract, or if the Contractor fails to comply with any other provisions of the Contract and fails to correct such failure or noncompliance within five (5) business days' written notice thereof, the Library District may terminate this Contract for cause. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default and the date of the termination. The Contractor will only be paid for Services performed in accordance with this Contract through the date of termination.

19.2.2 Termination for Cause may include, but is not limited to the following events:

- 1) Contractor's refusal or failure to supply a sufficient number of properly skilled workers or proper materials for completion of the Project;
- 2) Contractor's failure to complete the work within the time specified in this Contract;
- 3) Contractor's failure to make full and prompt payment to subcontractors or for material or labor;
- 4) Contractor's persistent disregard of federal, state, or local laws, rules, or regulations;

- 5) Contractor's filing for bankruptcy or becoming adjudged bankrupt; and/or
- 6) Contractor's breach of any portion of this Contract.

19.2.3 If Library District terminates this Contract for cause, the Contractor shall not receive any further money due under this Contract except for those amounts authorized and satisfactorily completed prior to the termination date. After termination, the Library District may take possession of all records and data within the Contractor's possession pertaining to this Project, which may be used by the Library District without restriction.

20. NOTICE

Notice provided for in this Contract shall be sent to the Contract Administrators designated for the Parties on the listed below:

LIBRARY DISTRICT

Name:

Title:

Contact:

CONTRACTOR

Name:

Title:

Contact:

21. ATTORNEY'S FEES AND COSTS

In any dispute arising from the terms or performance of this Contract, whether a lawsuit is commencing, 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, including an appeal.

22. JURISDICTION AND VENUE

- 22.1 This Contract has been and shall be construed as having been made and delivered within the State of Washington, and shall be governed by laws of the State of Washington, both as to interpretation and performance.
- 22.2 Any action of law, suit in equity, or judicial proceeding for the enforcement of this Contract or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Snohomish County, Washington.

23. SEVERABILITY

If any portion of this Contract is held to be invalid or unenforceable for any reason, such holding shall not affect the validity or enforceability of the remaining portions of this Contract.

24. NON-WAIVER OF BREACH

The failure of the Library District to insist on strict performance of any of the covenants and agreements contained in this Contract, or to exercise any option conferred by this Contract in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements, or options, and the same shall be and remain in full force and effect.

25. ENTIRE CONTRACT

This Contract, including the Exhibit(s) attached, is the complete and exclusive expression of the Contract between the Parties and shall bind their successors and assigns. Any modification of this Contract shall be in writing and signed by both Parties. Failure to comply with any provision of this Contract shall constitute a material breach of contract and be cause for termination. The Parties recognize time is of the essence with respect to all time frames in the performance of this Contract, and may be considered a material breach unless delays are the result of force majeure or previously approved in writing by Library District. The forgiveness or waiver of the nonperformance of any provision of this Contract does not constitute a waiver of any subsequent nonperformance by a Party.

IN WITNESS WHEREOF, the Parties hereto have signed this Contract on the day and year written below.

SNO-ISLE REGIONAL LIBRARY

7312 35th Ave NE
Marysville WA 98271-7417

CONTRACTOR

Sign: _____

Date: _____

Name: _____

Title: _____

Sign: _____

Date: _____

Name: _____

Title: _____