

AGREEMENT

This agreement (the "AGREEMENT") is made this 18th of December 2024, by and between SNOHOMISH COUNTY (the "OWNER" or the "COUNTY") and Marpac Construction doing business as a Corporation 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:

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| (A) Notice of Call for Bids | (I) ARPA Terms & Conditions |
| (B) Instructions to Bidders | (J) Performance & Payment Bond |
| (C) Project/Bid Proposal | (K) Insurance Requirements |
| (D) Bid Bond | (L) Plans & Specifications and/or
Technical Specifications |
| (E) AGREEMENT | (M) Bid Award Letter |
| (F) General Conditions | (N) Drawings |
| (G) Supplemental General Conditions | (O) Change Order |
| (H) Addenda | |

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 Construction New Start Facility, Everett Bid # PW-24-027SB (the "WORK"), in accordance with the CONTRACT DOCUMENTS.
3. The CONTRACTOR will commence the WORK required by the CONTRACT DOCUMENTS upon written notice to proceed (the "NOTICE TO PROCEED") and will complete the WORK within 180 (180) calendar days from receipt of the NOTICE TO PROCEED, unless the period for completion is otherwise extended in accordance with the CONTRACT DOCUMENTS.
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 all of the WORK described in the CONTRACT DOCUMENTS for Base Bid and Alternate No. 1 for the sum of Four Million Forty-Thousand Dollars and 00/100 (\$4,040,000.00), plus applicable Washington state sales tax.

Bid on Public Work Over \$40,000

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 A, attached hereto and incorporated herein by this reference.
11. **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.

13. American Rescue Plan Act (ARPA) Funding (Exhibit A)

The County has appropriated funds from its portion of Coronavirus Local Fiscal Recovery Funds ("CLFR") pursuant to the American Rescue Plan Act (ARPA), PL 117-2, section 9901, codified at 42 U.S.C. Section 802 *et seq.* The project is subject to a number of conditions as outlined in the statute including Section 603(c) of the Social Security Act, regulations as promulgated by the Department of Treasury (31 CFR Part 35) as amended; Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions promulgated by the U.S. Department of the Treasury, as amended; and Compliance and Reporting Guidance – State and Local Fiscal Recovery Funds as promulgated by the U.S. Department of the Treasury, as amended. The Contractor is also subject to regulatory requirements under the Uniform Guidance at 2 CFR Part 200. More information is available at the U.S. Department of Treasury's website at <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>.

In case of conflict between these ARPA CLFR Terms and Conditions and the Agreement, the following order of priority shall be used: (1) CLFR Terms and Conditions and (2) the Agreement. The Contractor shall provide the County the following documents completed to the County's satisfaction:

- Cost Certification, in the form attached hereto as Attachment D-1, to be submitted with each invoice.
- Lobbying Certification, in the form attached hereto as Attachment D-2
- If activity occurs, Lobbying Disclosure Form, in the form attached hereto as Attachment D-3
- Civil Rights Certification, in the form attached hereto as Attachment D-4

Attachments are provided with this Contract in compliance with the funding requirements and are made a part of this Contract by this reference. Please review Attachment D-1 for future use when submitting invoices. Attachments D-2 through D-4 must be signed and returned with the Contract Documents.

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

CONTRACTOR

By BZ 12/19/2024
Purchasing Manager

By [Signature] 12/18/2024
Signature of Company Officer Date

Approved as to form:

Nat Nguyen, Principal
Printed Name and Title

Deputy Prosecuting Attorney Date

Marpac Construction
Contractor Name