



Agreement Number: CCM -

<b>Micro-Service Agreement (Prevailing Wage)</b>			
Service Provider/Contractor:		County: Snohomish County 3000 Rockefeller Avenue Everett, WA 98201	
FTIN/UBI Number:		Department:	
Contact:		County Contact:	
Contact Phone:		County Phone:	
Contact Fax:		County Fax:	
Contact e-mail:		County e-mail:	
Project Name:		Completion Date:	
DAC:		Not to Exceed Amount (May not exceed \$25,000):	

This Agreement (Agreement) is made by and between Snohomish County, a political subdivision of the State of Washington (County) and the Company/Service Provider listed above (Service Provider). A complete scope of work and payment schedule are defined and attached in Schedule A.

### Agreement Terms and Conditions

1. TERM

This Agreement shall be effective upon mutual execution and shall terminate on or before the completion date as noted above. .

2. SCOPE OF WORK AND PAYMENT

The scope of work and payment schedule are defined in Schedule A attached and incorporated herein by this reference.

3. EXPENSE REIMBURSEMENT

Unless expressly defined in Schedule A, reimbursement for expenses will not be allowed and shall be included within the compensation agreed upon.

4. GOVERNING LAW: VENUE

This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

5. HOLD HARMLESS

The Service Provider shall indemnify, defend, and hold harmless the County and its officers, officials, agents and employees from all claims, suits, damages, or actions of any nature arising out of or related to the activities of the Service Provider, its officers, subcontractors, agents, or employees under this Agreement.

6. INDEPENDENT CONTRACTOR

The Service Provider will perform the services described in this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Service Provider is not entitled to any benefits or rights enjoyed by employees of the County. The Service Provider specifically has the right to direct and control Service Provider’s own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers. Because it is an independent Service Provider, the Service Provider shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers’ compensation). The Service Provider agrees to indemnify, defend, and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

7. INVOICES

Upon completion of the work, the Service Provider shall submit to the County a properly executed invoice indicating the work that has been performed and the amount due from the County. Unless the Service Provider has offered discount terms for quick payment, the County’s standard payment is net 30 days after approval of satisfactory performance of work and receipt of an accurate invoice. Invoices shall describe the work performed and match the pricing set forth in Schedule A. Payment methods:

- A. E-payables is a credit card payment issued through Accounts Payable. Payments are made twice a month.
- B. P-card is a procurement card similar to a credit card; payments are made by the department.
- C. Paper check is a check that is printed and mailed via U.S. Post Office.

8. NON-DISCRIMINATION

The Service Provider shall comply with the substantive requirements of chapter 2.460 SCC, which are incorporated herein by this reference. Execution of the Agreement constitutes a certification by the Service Provider of the Service Provider’s compliance with the requirements of chapter 2.460 SCC. If the Service Provider 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 Service Provider’s obligations under other federal, state, or local laws against discrimination.

The Contractor shall comply with the following nondiscrimination provisions, and the Contractor shall ensure the nondiscrimination provisions are included in all subcontracts:

- A. Nondiscrimination Requirement. During the term of this Contract, the Contractor, including all subcontractors, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, the Contractor, including all subcontractors, shall give written notice of this nondiscrimination requirement to any labor organizations with which the Contractor, or subcontractor, has a collective bargaining or other agreement.
- B. Obligation to Cooperate. The Contractor, including all subcontractors, shall cooperate and comply with any Washington state agency investigation regarding any allegation that the Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- C. Default. Notwithstanding any provision to the contrary, the Contracting Agency may suspend the Contract in accordance with Section 1-08.6, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until the Contracting Agency receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event the Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), the Contracting Agency may terminate this Contract in whole or in part in accordance with Section 1-08.10(1), and in addition to the sanctions listed in Section 1-07.11(5), the Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. The Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- D. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, the Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. The Contracting Agency shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Contracting Agency for default under this Provision.

## 9. INSURANCE REQUIREMENTS

The Service Provider shall, at its own cost, procure by the time of execution of this Agreement and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Service Provider, its agents, representatives, or employees. Coverage shall be at least as broad as:

- A. Commercial General Liability (CGL): ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence, \$3,000,000 general aggregate. Stop Gap shall be included (unless insured as Employers Liability under Part B. of a Workers Compensation Insurance Policy).
- B. Automobile Liability: ISO Form CA 00 01 covering any auto (Code 1), or if Service Provider has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- C. Workers' Compensation: Statutory requirements of the state or states of residency.
- D. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

For any claims related to this project, the Service Provider's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and agents. Any insurance or self-insurance maintained by the County shall be excess of the Service Provider's insurance and shall not contribute with it.

PROOF OF INSURANCE: The Service Provider shall furnish the County prior to contract execution:

- A. A Certificate of Insurance, and
- B. Additional Insured Endorsement or copy of equivalent CGL policy language naming Snohomish County, its officers, officials, employees, and agents as Additional Insureds

## 10. PATENT AND ROYALTIES INDEMNITY

The Service Provider is responsible for paying all license fees, royalties, copyrights, or the costs of defending claims for the infringement of any intellectual property that may be used in the performance of the work described in this Agreement.

## 11. PERFORMANCE OF SERVICES

Services shall be performed as described in Schedule A and in generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Service Provider practices or operates at the time the services are performed. The Service Provider shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Service Provider in connection with performing the services shall be of good quality. The Service Provider represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

## 12. PREVAILING WAGE

The contractor/service provider shall pay prevailing wages as required by chapter 39.12 RCW.

## 13. PUBLIC RECORDS ACT

This Agreement and all public records associated with the Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Service Provider are needed for the County to respond to a request under the Act, as determined by the County, the Service Provider agrees to make them promptly available to the County. If the Service Provider considers any portion of any record provided to the County under the Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Service Provider shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Service Provider and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Service Provider:

- A. Of the request and,
- B. Of the date that such information will be released to the requester unless the Service Provider obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540.

If the Service Provider fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified. The County has, and by this section assumes, no obligation on behalf of the Service Provider to claim any exemption from disclosure under the Act. The County shall not be liable to the Service Provider for releasing records not clearly identified by the Service Provider as confidential or proprietary. The County shall not be liable to the Service Provider for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

**14. TERMINATION**

The County may terminate this Agreement at any time with written notice to the Service Provider. Upon receipt of the written notice, Service Provider shall stop performance and the County shall pay only for services performed or as agreed in this Agreement.

**15. COMPLIANCE WITH OTHER LAWS**

The Service Provider shall comply with all other federal, state, and local laws, rules, and regulations in performing this Agreement.

**16. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding of the parties. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.

**To be completed by Service Provider:**

Indicate accepted method of payment and if fast/prompt pay discount is offered.

Payment method:

- e-payables
- p-card
- paper check

Fast pay discount offered?

- \_\_\_% 20 days
- Net 30.

Information on payment methods and invoices is available in the Terms and Conditions of this Agreement.

By signing below, the Service Provider acknowledges and agrees to provide the services as described in accordance with this Agreement.

Service Provider's Authorized Signatory:	County's Authorized Signatory:
Signature:	Signature:
Title:	Title:

**Schedule A  
Scope of Work and Payment Schedule**

Description of Work to be Performed:			
Services to be performed on County property?	Yes or	No	Location:
Services to begin on or about: _____ and to be completed by: _____			
Total payment to be made after completion of all work. Total Not to Exceed:			\$ _____