

**WALLA WALLA COUNTY,  
STATE OF WASHINGTON  
SMALL WORKS CONTRACT**

**THIS CONTRACT**, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Walla Walla County, hereinafter called "County", and \_\_\_\_\_, hereinafter called "Contractor", **WITNESSETH:**

**WHEREAS**, The County has desires to enter into a contract with Contractor to perform certain labor and furnish certain materials for **500 Building Repair / Remodel per plans dated 6/27/2024**, Walla Walla County, Washington as per plans and specifications and proposal attached hereto,

**THE CONTRACTOR AGREES AS FOLLOWS:**

1. To comply with the special terms and conditions attached hereto and incorporated herein by reference.
2. To furnish all labor, materials, equipment, permits, etc., necessary or required and to perform all the work necessary or incidentally required for that part of the construction of the aforesaid project per the special terms and conditions attached hereto and incorporated herein by reference.
3. To complete all of the work specified in the attached plans and specifications within \_\_\_\_\_ calendar days after the date of this agreement.
4. To provide Security in the amount of the Contract Amount to be withheld for thirty (30) days after final acceptance by the County or receipt of all releases from the Departments of Labor and Industries and Revenue; and settlement of any filed liens, whichever is later. Security may be in the form of a bond, letter of credit, or escrow agreement naming the County as principal and providing that release of the same shall only be on the written request of the County.
5. To pay for all materials, skill, labor and equipment, etc., used in or in connection with the performance of this contract, when and as bills or claims therefore become due, and to save and protect the premises and the County from all claims and mechanics' liens on account thereof, and to furnish satisfactory evidence to the County when and if required, that they have complied with the above requirements. In the event the Contractor has not provided sufficient Security as required in paragraph 4 above, or otherwise required by RCW 39.08.010, the County, at its option, may provide to be billed for and pay for any or all materials directly from the suppliers thereof.
6. To begin work herewith contracted for as directed by the County, and to be carried out with speed and dispatch so as not to delay the progress of the job. Contractor to clean up after its work, and if this is not done expeditiously, after notification by the County, said clean up may be done by the County and charged to the account of the Contractor.
7. To proceed with the work and to abide by the County's decision as to the allotment of all storage and working space on the project.
8. That no extension of time of performance of this contract shall be recognized by the County without the County's written consent provided to the Contractor.

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9. To pay for any expense the County may suffer as a result of the Contractor's failure through causes within said Contractor's control to carry out the provision of this agreement.

10. **Indemnification and hold harmless.** To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any act or omission, negligent or otherwise, of the Contractor, its employees, agents or volunteers or Contractor's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Agreement; or 3) are based upon the Contractor's or its subcontractors' use of, presence upon or proximity to the property of the County. This indemnification obligation of the Contractor shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the County. In the event of the concurrent negligence of the Contractor, its subcontractors, employees or agents, and the County, its employees or agents, this indemnification obligation of the Contractor shall be valid and enforceable only to the extent of the negligence of the Contractor, its subcontractors, employees and agents. This indemnification obligation of the Contractor shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Contractor hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Contractor are a material inducement to County to enter into this Agreement, are reflected in the Contractor's compensation, and have been mutually negotiated by the parties.

Contractor's initials acknowledging indemnity terms: \_\_\_\_\_

10.01 **Participation by County – No Waiver.** The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of Contractor's indemnity obligations under this Agreement.

10.02 **Survival of Contractor's Indemnity Obligations.** The Contractor agrees all Contractor's indemnity obligations shall survive the completion, expiration or termination of this Agreement.

10.03 **Indemnity by Subcontractors.** In the event the Contractor enters into subcontracts to the extent allowed under this Agreement, the Contractor's subcontractors shall indemnify the County on a basis equal to or exceeding Contractor's indemnity obligations to the County.

11. **Insurance.** The Contractor shall, at its own expense, obtain and continuously maintain the following insurance coverage. All insurers providing such insurance shall

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be acceptable to the County and be licensed to do business in the State of Washington and admitted by the Washington State Insurance Commissioner. Coverage limits shall be the minimum limits identified in this Agreement, or the coverage limits provided or available under the policies maintained by the Contractor without regard to this Agreement, whichever are greater.

11.01 **General Commercial Liability** - \$1,000,000 Minimum, Each  
Occurrence \$2,000,000 Minimum, Annual  
Aggregate

Coverage shall include personal injury, bodily injury and property damage for Premises/Operations Liability, Products/Completed Operations, Personal/Advertising Injury, Contractual Liability, Independent Contractor Liability, and Stop Gap/Employer's Liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required, unless approved in writing by the County.

11.02. **Business Automobile Liability** - \$500,000 Minimum, Each  
Occurrence \$1,000,000 Minimum, Annual  
Aggregate

Coverage shall include liability for any and all owned, non-owned and hired motor vehicles. Coverage may be satisfied by way of endorsement to the General Commercial Liability policy.

11.03 The Contractor shall maintain workers Compensation insurance in accordance with the State of Washington Labor Code for all employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.

11.04 All Contractor's and contractor's subcontractors' insurance policies and additional named insured endorsements shall provide primary insurance coverage and be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and not contributory to such insurance policies. All Contractor's and Contractor's subcontractors' liability insurance policies must be endorsed to show this primary coverage.

11.05 Upon request, the Contractor shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Agreement. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington. Any deductibles and/or self-

insured retentions exceeding \$20,000, stop loss provisions, and/or exclusions contained in such policies must be approved by the County in writing. For any deductibles or self-insured retentions exceeding \$20,000 or any stop-loss provisions, the County shall have the right to request and review the Contractor's most recent annual financial reports and audited financial statements as a condition of approval.

11.06 Contractor hereby agrees to a waive subrogation with respect to each insurance policy maintained under this Agreement. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre-loss basis.

11.07 The County, its departments, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance maintained by the Contractor and subcontractor, and all coverage shall be primary and non-contributory. A statement of additional insured status on a Certificate of Insurance shall not satisfy these requirements.

11.08 The Contractor shall, within 10 days of the execution of this contract, for each required insurance policy, provide a Certificate of Insurance, with endorsements attached, evidencing all required coverages, limits, deductibles, self-insured retentions and endorsements and which is conditioned upon the County receiving thirty (30) days prior written notice of reduction in coverages, cancellation or non-renewal. Each Certificate of Insurance and all insurance notices shall be provided to the Risk Management Department, 314 W. Main Street, Room 216, Walla Walla, WA, 99362.

11.09 The insurance maintained under this Agreement shall not in any manner limit or qualify the liabilities or obligations of the Contractor under this Agreement. All insurance policy deductibles and self-insured retentions for policies maintained under this Agreement shall be paid by the Contractor.

11.10 Compensation and/or payments due to the Contractor under this Agreement are expressly conditioned upon the Provider's strict compliance with all insurance requirements. Payment to the Contractor shall be suspended in the event of non-compliance. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.

12. To adequately and properly protect the work to be performed hereunder, to be responsible for damages to persons and property occasioned by its failure to do so, to be responsible for any defective or improper work or material caused by its failure to do so, it being understood that the standards of protection shall not be less than those specified in the general contract or required by law.

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13. To not assign this contract, or sublet the same, or any party thereof covering work to be performed at the site of the project named in this agreement, and not to assign any payments hereunder without first obtaining the written consent of the Owner.

14. To be bound by the terms of the contract with the County, general conditions, special conditions and specifications and addenda, and to conform to and comply with the drawings and specifications and addenda and to furnish such shop drawings or samples as may be required.

15. To comply with RCW 39.12 - Prevailing wages on public works: All workmen for the Contractor and subcontractors shall provide "intent to pay prevailing wages" forms prior to invoice payments and provide complete "affidavit of wages paid" forms before retained funds are released. The Contractor shall contact the Department of Labor & Industries, Industrial Statistician, and pay all applicable fees required.

16. That the County shall have the right to order, in writing, the deletion or addition of the parts of the work, or materials as omitted from or added to the general contract on the above-named contract price for such omitted or added work or materials; that no extra work shall be allowed or changes made by the Contractor, or paid for by the County unless authorized by the Owner in writing before the work and/or changes are begun. The work shall not be invoiced until a fully authorized "change order" has been processed.

17. To furnish to the County a performance and payment surety bond or Security acceptable to the County in an amount equal to the contract price conditioned upon and covering the faithful performance of, and compliance, with, all the terms, provisions and conditions of this contract and payment for all labor, materials equipment and supplies used in the prosecution of the work provided herein, to be withheld for thirty (30) days after final acceptance by the County or receipt of all releases from the Departments of Labor and Industries and Revenue; and settlement of any filed liens, which ever is later. Security may be in the form of a bond, letter of credit, or escrow agreement naming the County as principal and providing that release of the same shall only be on the written request of the County.

18. To guarantee his work against all defects of materials or workmanship, as called for in the plans, specifications and addenda for a period of one year from the date of completion and acceptance of the project, unless the project specifications require a longer guarantee period.

19. That if notification of any claims have been made against the Contractor arising out of labor or materials furnished the project covered by this agreement, or otherwise on account of any actions or failures to act by the Contractor in the performance of this agreement, the County may, at its discretion, withhold such amounts otherwise due or to become due hereunder, to cover said claims and any costs or expenses arising, or to arise, in connection therewith pending legal settlement thereof, subject to the limitations of RCW 39.08.010 and 60.28.010. This right of the County shall not be exclusive of any other rights of the County herein or as provided by law.

20. That in case the Contractor shall fail to correct, replace or re-execute faulty or defective work done and/or materials furnished under this contract as required by the County, or shall fail to complete or diligently proceed with this contract within the time provided herein, or of the Contractor or any subcontractor shall be unable to proceed with

the work because of any action by one or more employees of the Contractor or by a person or labor organization purporting or attempting to represent any employee of the Contractor, the County, upon notice to the Contractor, shall have the right to correct, replace or re-execute such faulty or defective work, or to take over this contract and complete same, and to charge the cost thereof to the Contractor, together with any damages suffered by the County, and any delays caused in the performance of this contract.

21. That in case of default on the part of the Contractor under the terms of this agreement, the material and equipment of the Contractor shall be left on the job for the use of the County in completing the work covered by the terms of this agreement.

22. To comply with all federal and state laws, codes and regulations and all municipal ordinances and regulations effective where the work is to be performed under this contract, and to pay all costs and expenses connected with such compliance, to pay all fees, permits and taxes, including sales and use taxes, on all goods and services purchased by the Contractor, and also to pay all taxes imposed by any state or federal law for any employment insurance, pensions, old age retirement funds or any similar purpose and hold the Owner harmless from any and all loss or damage occasioned by the failure of the Contractor to comply with the terms of this clause.

23. It is understood and agreed that the Contractor named herein will have equipment, labor and supplies on this project and that the use thereof by the Contractor must, at all times, comply with all local, state and federal regulations respecting safety rules, OSHA and WISHA regulations and any and all others applicable, and levied, assessed or extracted from the general Contractor herein, and the Contractor hereby agrees to reimburse and hold harmless the County on account of such claim, fine or penalty which may be paid by the general Contractor which arises out of or is due to any action on the part of the Contractor, its agents, employees, suppliers or subcontractors.

24. Disputes pertaining to this contract shall be resolved in accordance with the American Arbitration Association "Construction Industry Arbitration Rules".

25. To pay all royalties and license fees, and further agrees to defend all suits or claims for infringement of any patent rights involved in the work of the Contractor under this agreement, and further agrees to save the County harmless from loss, cost or expense on account of such use or infringement by the Contractor.

26. The Contractor shall make an assignment of the work to the proper craft in accordance with decisions of record or in accordance with the prevailing practice in the locality of the job. In the event there is a possibility of work stoppage over a dispute of assignment the County shall be notified.

27. In the event the contract herein is based upon a unit price, it is understood and agreed that any quantities mentioned are approximate only and are subject to final determination based upon final quantities according to conditions that may be stipulated in the plans and specifications, or upon such quantities as may be determined by the County. Such adjustments shall be authorized by written change order only.

28. The Contractor shall be an Equal Opportunity Employer and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, marital status or national origin.

29. Termination for Public Convenience: The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such

termination is in the best interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

31. Taxes: The Contractor understands and acknowledges that the County will not withhold federal or state income taxes. Where required by state or federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement. The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

**WALLA WALLA COUNTY AGREES AS FOLLOWS:**

1. To employ, and does hereby employ, the Contractor to do the work described in paragraph 2 hereof, subject to the provisions of this agreement.
2. To pay the Contractor for the full, faithful and prompt performance of this general agreement, subject to all of the terms and conditions hereof, the sum of \_\_\_\_\_ and /100's Dollars (\$ \_\_\_\_\_), including state sales tax.
3. To pay the Contractor within 30 calendar days upon receipt of a properly prepared voucher, which claims the correct amount of labor, materials, equipment, etc., provided and concurred by the County.
4. That the failure of the County to make payments as and when herein provided shall, in addition to all other rights, entitle the Contractor to suspend all work and shipments during the continuance of such default on the part of the County, and shall further entitle the Contractor to an extension of time for the performance of the work covered by this agreement for the period for which the work was suspended.

**THIS AGREEMENT** constitutes the entire understanding of the parties and supersedes any prior proposals or agreements.

**IN WITNESS WHEREOF**, the County and Contractor have set their hands and seals the day and year above written.

CONTRACTOR NAME: \_\_\_\_\_

Signature: \_\_\_\_\_

Print name and title of signer: \_\_\_\_\_

Registration No. \_\_\_\_\_

\_\_\_\_\_  
Date of Signing

Address of Contractor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Walla Walla County Chair of the Board  
Authorized to sign: 2024-6-10 Maint.

Approved as to Form:

\_\_\_\_\_  
Prosecuting Attorney