



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of February, 2020 by and between **SNOHOMISH HEALTH DISTRICT**, a Municipal Corporation, hereinafter referred to as "the District," and **Universal Language Service, Inc. (ULS)**, hereinafter referred to as "the Contractor."

WHEREAS, the District has determined the need to have interpreter services performed for the Snohomish Health District; and

WHEREAS, the District desires to have the Contractor perform such services pursuant to certain terms and conditions and the Contractor has represented that it has the requisite skill and experience necessary to provide the necessary interpreter services; and

WHEREAS, the District has solicited qualifications and quotes through a request for qualifications (RFQ) and has received and evaluated qualifications/quotation proposals, and has determined that Contractor is the most qualified responsible bidder; and

WHEREAS, the Contractor and the District desire to enter into this Contract for said work in accordance with the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, the parties hereto agree as follows:

1. TERMS AND CONDITIONS

All rights and obligations of the parties to this Agreement shall be subject to and governed by the terms and conditions contained in the text and exhibits of this Agreement, or as may be amended in writing by mutual agreement of the parties. The initial term of this Agreement is February 1, 2020 through January 31, 2021. This Agreement may be automatically extended in one-year increments through January 31, 2023, subject to the extension or termination provisions in section 11. Any extension past January 31, 2023 must be in writing signed by all parties.

The general terms and conditions of the relationship between the District and the Contractor are specified in this Agreement.

2. SERVICES

Contractor shall provide translation, over the phone and in person interpretation services. The specifications and conditions are described further in attached **Exhibit 1** entitled "Statement of Work".

3. MINOR CHANGES IN SCOPE

The Contractor shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the District when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work: The District may desire to have the Contractor perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All

proposals for extra work or services shall be prepared by the Contractor at no cost to the District. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

3.1 WORK PRODUCT AND DOCUMENTS. The work product and all documents produced under this Agreement shall be furnished by the Contractor to the District, and upon completion of the work shall become the property of the District, except that the Contractor may retain one copy of the work product and documents for its records. The Contractor will be responsible for the accuracy of the work, even though the work has been accepted by the District.

In the event that the Contractor shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Contractor, along with a summary of work as of the date of default or termination, shall become the property of the District. Upon request, the Contractor shall tender the work product and summary to the District. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the District.

Contractor will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Contractor.

4. BILLING AND REIMBURSEMENT PROCEDURES

- A. The Contractor shall be paid by the District for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Contractor under this Agreement exceed the amounts stated in **Exhibit 1** without the written agreement of the Contractor and the District. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. In the event the District elects to expand the scope of services from that set forth in Exhibit 1, the District shall pay Contractor a mutually agreed amount.
- B. The Contractor shall submit a monthly invoice to the District for services performed in the previous calendar month in a format acceptable to the District. The Contractor shall maintain time and expense records and provide them to the District upon request.
- C. The District will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

5. SUBCONTRACTING

The Contractor shall not subcontract, assign, or delegate any rights or obligations under this agreement, either in whole or in part, without the prior written approval of the District.

In the event Contractor utilizes subcontractors, Contractor shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. Insurance coverages provided by subcontractors as evidence of compliance with the insurance requirements of this Contract shall be subject to all of the requirements stated herein.

6. INSURANCE

- A. Contractor shall, at its own expense, obtain and keep in force Cyber Liability Insurance as specified in the Business Associate Agreement attached until completion of this contract. Proof of applicable insurance will be attached to this document.
- B. Contractor shall, at its own expense, obtain and keep in force insurance as specified in **Exhibit 2** attached until completion of this Agreement. Proof of applicable insurance is attached to this document.

- C. Where the District has provided written approval of a subcontractor, Contractor shall include all subcontractors as insured under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.
- D. All insurance provided in compliance with this Agreement shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the District.

7. INDEMNIFICATION/HOLD HARMLESS

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the District, the Contractor shall indemnify and hold harmless the District, its officers, officials, agents, and employees, from and against any and all suits, claims, actions, losses, costs, penalties, and damages of whatsoever kind or nature arising out of, in connection with, or incident to the goods and/or services provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the District and its officers, officials, and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such goods and/or services, and shall pay all defense expenses, including reasonable attorney's fees, expert fees, and costs incurred by the District on account of such litigation or claims.

This indemnification obligation shall include, but is not limited to, all claims against the District by an employee or former employee of the Contractor or its subcontractors. The Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respect to the District only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction that would otherwise be applicable in the case of such claim. In the event that the District incurs any judgment, award and/or cost including attorney's fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor. In the event of litigation between the parties to enforce the rights under this section, reasonable attorney fees shall be allowed to the substantially prevailing party.

8. CONFIDENTIALITY OF INFORMATION

Contractor acknowledges that the District's activities and services to individuals may involve privileged or extremely confidential information, as well as information protected under the Health Insurance Portability and Accountability Act (HIPAA). Contractor shall maintain information secured in the course of carrying out this Agreement with due regard to the strictest confidence and safeguards of information. Contractor and its employees as well as approved subcontractors understand that any violation of confidentiality of client information, whether intentional or due to negligence, and if the same results in any claim, damages, losses, costs, and/or expenses to the District, shall be the subject to the indemnification and hold harmless provisions of this agreement. Further, certain information and in some cases disclosure of client information may be subject to other laws of confidentiality punishable as an offense and/or monetary criminal offense.

9. VENUE STIPULATION

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington. The venue of any action brought hereunder shall be Snohomish County.

10. AGREEMENT ALTERATIONS AND AMENDMENTS

All changes to the Agreement shall be through an Agreement Amendment. No oral order or conduct by the District shall constitute a change to the Agreement. If any Agreement Amendment causes an increase or decrease in the cost of, or the time required for performance of any part of the work under this Agreement, the Agreement may be modified if agreed to in writing by both parties. Agreement Amendments may

require a Cost/Price Analysis to determine the reasonableness of the proposed adjustments to the Agreement.

11. EXTENSION OR TERMINATION

- A. Except as otherwise provided in this Agreement, the District may extend this Agreement upon thirty (30) days written notification and acceptance of the Contractor.
- B. Termination for Convenience. The District for its convenience may terminate this Agreement, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Contractor. After receipt of a Notice of Termination ("Notice"), and except as directed by the District, the Contractor shall immediately stop work as directed in the notice, and comply with all other requirements in the notice. The Contractor shall be paid its costs, including necessary and reasonable Agreement closeout costs and profit on that portion of the work performed and Accepted up to the date of termination as specified in the notice. The Contractor shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Contractor has any property in its possession belonging to the District, the Contractor shall account for the same and dispose of it in the manner the District directs. All termination payment requests may be subject to Cost or Price Analysis.
- C. Termination for Default. If the Contractor does not deliver work in accordance with the Agreement, or the Contractor fails to perform in the manner called for in the Agreement, or if the Contractor fails to comply with any material provisions of the Agreement, the District may terminate this Agreement, in whole or in part, for default as follows:
 - a. A "Notice to Cure" shall be served on the Contractor by certified mail (return receipt requested) or delivery service capable of providing a receipt. The Contractor shall have ten (10) days to cure the default or provide the District with a detailed written plan, which indicates the time and methods needed to bring the work into compliance and cure the default.
 - b. If the Contractor has not cured the default or the plan to cure the default is not acceptable to the District, the District may terminate the Contract. Termination shall occur by serving a Notice of Termination by certified mail (return receipt requested) or delivery service capable of providing a receipt on the Contractor setting forth the manner in which the Contractor is in default and the effective date of termination.
 - c. The Contractor shall only be paid for work delivered and accepted, less any damages to the District caused by or arising from such default. All termination payment requests are subject to Cost or Price Analysis.
 - d. The termination of this Contract shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the District hereunder in any manner.
- D. Termination for Non-Appropriation. If expected or actual funding is withdrawn, reduced, or limited in any way during the Agreement term or in any Agreement Amendment hereto, the District may, upon written notice to the Contractor, terminate this Agreement in whole or in part. If the Agreement is terminated for non-appropriation:
 - a. The District shall be liable only for payment in accordance with the terms of this Agreement performed and accepted prior to the effective date of termination; and,
 - b. The Contractor shall be released from any obligation under this Agreement (including any related purchase order) to provide further work pursuant to the Agreement.

Funding under this Agreement beyond the current appropriation period is conditional upon the appropriation of sufficient funds to support the activities described in this Agreement. Should such an

appropriation not be approved, the Agreement shall terminate at the close of the current appropriation period. The appropriation period ends on December 31 of each year.

- E. Prior to the District's use of the service, when and as often as the District determines that the service, furnished under the Agreement is not fully and completely in accordance with any requirement of the Agreement, it may give notice and description of such non-compliance to the Contractor. Within ten (10) business days of receiving such written notification, the Contractor shall supply the District with a detailed, written plan that indicates the time and methods needed to bring the service in compliance with the Agreement. The District may reject or accept this plan at its discretion. If the District rejects the plan the Contractor may be determined to be in material default of the Agreement. This procedure to remedy defects is not intended to limit or preclude any other remedies available to the District by law, including those available under the Uniform Commercial Code, Title 62A RCW.

12. SAVINGS

In the event funding for this Agreement is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to expiration, the District may terminate this contract immediately, subject to renegotiation under those new funding limitations and conditions.

13. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provisions, and to this end the provisions of this Agreement are declared to be severable.

14. NOTICES

Unless otherwise directed in writing, notices, reports and payments shall be delivered to the following addresses:

Shawn Frederick
3020 Rucker Ave., Suite 306
Everett, WA 98201
425.399.8687

Universal Language Service (ULS)
PO Box 4147
Bellevue, WA 98009
888.462.0500

15. DEBARMENT

Contractor certifies that the Contractor has not been: (i) charged with a criminal offense in connection with obtaining, attempting to obtain, or performing of a public (federal, state, or local) contract or subcontract; (ii) listed by a federal governmental agency as debarred; (iii) proposed for debarment or suspension or otherwise excluded from federal program participation; (iv) been convicted of or had a civil judgment rendered against them regarding dishonesty or breach of trust, including but not limited to, the commission

of a fraud including mail fraud or false representations, violation of a fiduciary relationship, violation of federal or state antitrust statutes, securities offenses, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; or (v) within a three (3) year period preceding the date of this agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

16. DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION

The Contractor agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age, or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, layoff or terminations, rates of pay or other forms of compensation, selection for training, or rendition of services. The Contractor further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Contractor understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the District, and further that the Contractor will be barred from performing any services for the District now or in the future, unless a showing is made satisfactory to the District that discriminatory practices have been terminated and that recurrence of such action is unlikely.

17. UNFAIR EMPLOYMENT PRACTICES

During the performance of this Agreement, the Contractor agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

18. LEGAL RELATIONS

The Contractor shall comply with all federal, state, and local laws and ordinances applicable to work to be done under this Agreement. The Contractor represents that the firm and all employees assigned to work on any District project are in full compliance with the statutes of the state of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington.

19. INDEPENDENT CONTRACTOR

A. The Contractor and the District understand and expressly agree that the Contractor is an independent contractor in the performance of each and every part of this Agreement. The Contractor expressly represents, warrants, and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Contractor, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Contractor shall make no claim of the District employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

Contractor represents, unless otherwise indicated below, that all employees of Contractor that will provide any of the work under this Agreement have not ever been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and firefighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. (Please indicate No or Yes below.)

No employees supplying work have ever been retired from a Washington State retirement system.

Yes; employees supplying work have been retired from a Washington State retirement system.

In the event the Contractor indicates "no," but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the District is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Contractor hereby agrees to save, indemnify, defend, and hold the District harmless from and against all expenses and costs, including reasonable attorney's fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Contractor affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Contractor, and such retirees shall provide the District with all information required by the District to report the employment with Contractor to the Department of Retirement Services of the State of Washington.

- B. The Contractor shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income that may be required by law or assessed against either party as a result of this Agreement. In the event the District is assessed a tax or assessment as a result of this Agreement, the Contractor shall pay the same before it becomes due.
- C. The District may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Contractor performs hereunder.

20. CONFLICTS OF INTEREST

The Contractor agrees to and shall notify the District of any potential conflicts of interest in Contractor's client base and shall obtain written permission from the District prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the District determines in its sole discretion that a conflict is irreconcilable, the District reserves the right to terminate this Agreement.

21. ALL WRITINGS CONTAINED HEREIN

This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

22. SEVERABILITY

- A. If a court of competent jurisdiction holds any part, term, or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If any provision of this Agreement is in direct conflict with any statutory provision of the state of Washington, that provision that may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

23. NONWAIVER

A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any agreement, covenant, or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition, or right.

24. FAIR MEANING

The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

25. COUNTERPARTS


This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

26. AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT


The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

IN WITNESS WHEREOF, the parties have executed this Agreement.

SNOHOMISH HEALTH DISTRICT

 2/25/20
Administrative Officer Date

UNIVERSAL LANGUAGE SERVICE, INC.

DocuSigned by:
 2/20/2020 | 12:49 PM PST
0F2D21287E3448C...
Elena Vasiliev President & CEO Date
Universal Language Service, Inc.

Approved as to form:

Grant K. Weed, SHD Attorney

EXHIBIT 1
STATEMENT OF WORK

Upon request, the District provides a qualified contracted interpreter in the requested language to facilitate the following types of visits/work:

- Medical visit or phone services to clients with the Tuberculosis program, Sexually Transmitted Disease program, Maternal and Child Health program, or Communicable Disease Surveillance and Response Program.
- Regulatory/compliance work through Environmental Health Division (example: restaurant inspection)
- Assist general public in requesting birth/death certificate
- Translation of documents for educational materials, technical materials and correspondence translated to meet the needs of our clients/customers.

DS
EV

The District strives to meet the needs of all of our customers and clients. The following languages are most often used by District staff, however additional language requests may come up:

- Amharic
- Arabic
- Chinese/Mandarin/Cantonese
- Farsi/Persian/Dari
- French
- Japanese
- Korean
- Marshallese
- Pashto
- Russian
- Spanish
- Swahili
- Tagalog
- Thai
- Tigrinya
- Ukrainian
- Vietnamese

Interpretation services may be requested for visits to the District's locations in Everett and Lynnwood, to client's homes, to local businesses, or to food service establishments. There is the possibility that services may be requested in remote areas of the county. All work conducted would be within Snohomish County.

General District hours of operation are 8:00 am to 5:00 pm, Monday through Friday. There is the possibility that services may be requested outside of those times to meet client/customer needs.

Vendor will be able to provide at least one or more of the required services to the District:

- Provide an in-person certified/registered interpreter
 - Preferred skilled in medical terminology
 - Preferred the ability to request specific gender for interpreter to meet client needs
- Provide access via telephone to a certified/registered interpreter
 - Preferred skilled in medical terminology
 - Preferred the ability to request specific gender for interpreter to meet client needs

- Provide material translation

Respondent Minimum Qualifications

1. Ability to provide certified or registered interpreters
2. Ability to provide services during regular business hours
3. Ability to provide interpreter proficient in medical terminology

Pricing Structure

a. Translation

Per page or other volume charges:

Tier	Target Languages	Project Minimum	Per Word Cost	Per Word Rush	Per Word Edit
1	Russian, Spanish	\$50	\$0.20	\$0.23	\$0.11
2	Chinese (Simplified, Traditional), Japanese, Korean, Vietnamese	\$60	\$0.24	\$0.29	\$0.13
3	Arabic, Farsi, Hindi, Punjabi, Portuguese, Ukrainian	\$65	\$0.27	\$0.32	\$0.16
4	Bosnian, Cambodian, French, German, Italian, Polish, Tagalog	\$70	\$0.32	\$0.36	\$0.19
Project Minimums and Per Word pricing for all other languages available upon request					

Expedited production charges: *Project Minimum is 20% higher than regular project minimum*
 Formatting: *\$20 per page; desktop publishing: \$50 per hour*

b. On-Site Interpretation

Foreign Language Charges:

In-person interpreting (1-hour minimum), day hours (M-F, 8am-5pm): *\$49.00/hour*
 In-person interpreting (1-hour minimum), after-hours: *\$52.00/hour*
 Minimum charge for canceled (within 24 hrs) or patient no-show: *1 (one) hour*
 Minimum time charged for a short visit, if other than the actual time worked: *1 (one) hour*
 Minimum after-hours charge, if any: *1 (one) hour*

Any and all other miscellaneous and/or extra charges:

Additional charges beyond the minimum charge will occur in fifteen (15) minute increments, rounding up for all partial increments.

RARE LANGUAGES ONLY (e.g. Bosnian, Cambodian, German, Somali): Invoices will include any mileage of 10 (ten) miles or more each way (at the Washington Travel Rate which adheres to federal per diem guidelines).

American Sign Language Charges:

In-person interpreting (2-hour minimum), day hours (M-F, 8am-5pm):	\$95.00/hour
In-person interpreting (2-hour minimum), after-hours:	\$105.00/hour
Minimum charge for canceled (within 48 hrs) or patient no-show:	2 (two) hours
Minimum time charged for a short visit, if other than the actual time worked:	2 (two) hours
Minimum after-hours charge, if any:	2 (two) hours

Any and all other miscellaneous and/or extra charges: (please describe):

Additional charges beyond the minimum charge will occur in fifteen (15) minute increments, rounding up for all partial increments.

Invoice will include Interpreters' charge for round-trip mileage traveled (based on the current Washington State rate).

c. Telephonic Interpretation (24/7/365 charge)

Over-the Phone interpreting – Spanish Language:	\$0.85/minute
Over-the Phone interpreting – All Languages, except Spanish:	\$1.20/minute

Additional charges beyond the minimum charge will occur in 1 (one) minute increment

d. Additional Information

SHD will NOT pay for any of the following under this contract:

- Interpreter early arrivals
- Interpreter late arrivals
- Related items such as meals, gasoline or overnight accommodations
- Interpreter parking fees
- Travel Time

EXHIBIT 2 INSURANCE

Indemnification / Hold Harmless

Contractor shall defend, indemnify, and hold the 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 in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the District.

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 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.

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.

Public Records Requests

In addition to the above paragraphs, when the District provides the Contractor with notice of a public records request, Contractor agrees to save, hold harmless, indemnify, and defend the District, its officers, agents, employees, and elected officials from and against all claims, lawsuits, fees, penalties and costs resulting from the Contractor's violation of the Public Records Act RCW 42.56, or Contractor's failure to produce public records as required under the Public Records Act.

The provisions of this section shall survive the expiration or termination of this agreement.

Insurance

The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the physical completion date, unless otherwise indicated herein.

No Limitation. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the District's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

1. Automobile Liability Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01
2. Commercial General Liability Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. The District shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the District using an

additional insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.
4. Professional Liability insurance appropriate to the Contractor's profession.

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. **Comprehensive General Liability.** Insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
2. **Automobile Liability.** \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. **Workers' Compensation.** Workers' compensation limits as required by the Workers' Compensation Act of Washington.
4. **Professional Liability/Consultant's Errors and Omissions Liability.** \$1,000,000 per claim and \$1,000,000 as an annual aggregate.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Contractor's insurance coverage shall be primary insurance as respect to the District. Any Insurance, self-insurance, or insurance pool coverage maintained by the District shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except in accordance with RCW 48.18.290, or prior written notice by delivery or mail has been given to the District.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

In signing this agreement, the Contractor is acknowledging and representing that required insurance is active and current. Contractor shall furnish the 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 work. Further, throughout the term of this Agreement, the Contractor shall provide the District with proof of insurance upon request by the District.

F. Subcontractors

The Contractor shall cause each and every subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained

by subcontractors. The Contractor shall ensure that the District is an additional insured on each and every subcontractor's Commercial General Liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

G. Notice of Cancellation

In the event that the Contractor receives notice (written, electronic, or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Contractor shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the District.

H. Insurance shall be Primary - Other Insurance Provision

The Contractor's insurance coverage shall be primary insurance as respect to the District. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect to the District. Any Insurance, self-insurance, or self-insured pool coverage maintained by the District shall be excess of the Contractor's insurance and shall not contribute with it.

I. Failure to Maintain Insurance

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the District may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the District on demand, or at the sole discretion of the District, offset against funds due the Contractor from the District.

J. Public Entity Full Availability of Contractor Limits

If the Contractor maintains higher insurance limits than the minimums shown above, the District shall be insured for the full available limits of Commercial General and Excess or Umbrella Liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the District evidences limits of liability lower than those maintained by the Contractor.