EXHIBIT E

MASTER SERVICES AGREEMENT

COURIER SERVICES

WHEREAS, effective January 1, 2025, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Contractor) and Spokane County Library District (District), hereinafter individually referred to as “party” and collectively referred to as “parties”, desire to enter into the following contract for provision of annual courier services (Contract).

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

1. DESCRIPTION OF SERVICES: Contractor will perform the services as itemized in specific detail in the accompanying individual COURIER PROPOSAL and CONTRACT agreements for each District location, attached hereto as Exhibit “A” and incorporated herein by this reference. In the event of conflict between this Contract and any term or provision in Exhibit “A,” the terms of this Contract shall prevail. Contractor will provide all personnel and equipment necessary to provide the services identified in Exhibit “A.” Contractor employees shall wear appropriate identification badges or uniforms when performing the services.
2. PAYMENT FOR SERVICES: All prices for services are set forth in Exhibit “A.” For those individually described services with BID, HOURLY, or PER OCCURANCE instead of the price, the actual price for this service will be individually negotiated at the time of request by the District. Payments are due 30 days from receipt of invoice.
3. TERM: This Contract will commence on the effective date set forth above, and shall continue in effect for one (1) year. The District shall have the option to renew this Contract for four (4) additional one (1) year terms.
4. TERMINATION: Either the District or Contractor may terminate this Contract without cause with a 90 day written notice to the other party.
5. ENTIRE AGREEMENT: This Contract, including Exhibit “A,” contains the entire agreement of the parties and there are no other promises or conditions in any other agreement, whether oral or written. This Contract supersedes any prior written or oral agreements between the parties.
6. BOND**:** Except as provided below, Contractor shall provide a performance and payment bond to the District in accordance with RCW 39.08.010. Such bonds shall be issued by surety licensed to business in the State of Washington acceptable to District in a form substantially in compliance with the form included in the Contract Documents.
7. INDEMNIFICATION AND INSURANCE: Contractor shall indemnify, defend and hold the District harmless from all claims, damages, losses, and expenses, including reasonable attorney fees, arising out of or resulting from any claim, action, or other proceeding that is based on Contractor breach of this Contract or conduct of Contractor’s business. The indemnities provided in this Contract shall survive the expiration or any early termination of this Contract

Contractor shall maintain at its own expense and keep in full force during the term of the Contract the following:

* A policy of workers compensation insurance, in amounts required by law covering all employees of Contractor.
* A policy of comprehensive general liability insurance in the amount of not less than $1,000,000 per occurrence and $2,000,000 per annual aggregate. Contractor shall provide the District a certificate of this insurance upon request.
* Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be in the amount of not less than $1,000,000 per accident.

The District shall be named as an additional insured on all such insurance policies and coverage.

1. SEVERABILITY: If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.
2. INDEPENDENT CONTRACTOR: Contractor will perform the services as an independent contractor of the District, and this Contract will not be construed to create a partnership, joint venture, or employment relationship between Contractor and the District. No employee or agent of Contractor will represent themselves as an employee of the District or enter into any agreement on the District’s behalf.
3. COMPLIANCE WITH LAWS: Contractor will comply with all applicable federal, state and local laws, regulations, ordinances with respect to performance with it services. Specifically, this Contract is subject to state prevailing wage laws and regulations as required by RCW 39.12. The contractor must file Prevailing Wage Intent and Affidavit reports with Washington State Labor and Industries, with a copy to filed with the District.
4. CHOICE OF LAW AND VENUE: This Agreement shall be interpreted under the laws of the State of Washington, and any litigation occurring in connection with this Agreement shall be filed and resolved in the courts of Spokane County, State of Washington.
5. RETAINAGE :
	1. The contract sum is less than $350,000 and Contractor has posted a performance bond. Accordingly, the District hereby waives the retained percentage and Contractor expressly agrees that Contractor shall be strictly liable for any and all failures to pay the State with respect to taxes imposed pursuant to Title 82 RCW, and (2) the claims of any person arising under the Contract, including attorney fees incurred by Owner, to enforce this obligation.

13.2

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature of Owner**

**If not signed by Owner, the following sections shall control.**

13.3 Pursuant to RCW 60.28, a sum of 5 percent (or 10 percent if the Contract Sum is less than $150,000 and Contractor has requested a waiver of the performance bond requirement under Section 3) of the monies earned by the Contractor will be retained from each monthly payment. Such retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to Title 82 RCW, and (2) the claims of any person arising under the Contract.

13.4. Monies retained under this Section shall be retained in a fund by the Owner unless Contractor elects for an alternative method of holding the retainage as provided under RCW 60.28.

13.5. The Contractor agrees to notify Owner within five (5) days of the receipt of any of the following: 13.5.1. Notification that a lien may be claimed by any person, firm or corporation furnishing materials, supplies or equipment to any subcontractor for work on the project in accordance with RCW 60.28.015.

13.5.2. Notification by the Department of Labor and Industries of any proceedings, complaint or investigation conducted under the provisions of RCW 39.12.065.

13.5.3. The retained percentage may be held by Owner until all claims and proceedings referred to above have been resolved to the satisfaction of Owner.

13.5.4. In the event the retainage is insufficient to cover payment of the items set forth in Section 14.2, Contractor shall be liable for all such insufficiencies and all costs incurred by Owner, including attorney fees, to recover such insufficiencies.

13.6. For purposes of releasing the retainage, the Owner shall close out each contract year and at the end of December and shall release the retainage in accordance with RCW 60.28.051-.080.

1. PROJECT SAFETY: The Contractor shall be solely and completely responsible for safety conditions on the job site, including the safety of all persons and property during performance of the work to complete the Project. The services of District’s employees or the District’s agents or Consultant’s personnel in conducting review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's work methods, equipment, or safety measures in, on or near the site. The Contractor shall provide safe access for the District and its inspectors to adequately inspect the quality of work and the conformance with project specifications.
2. LEGAL CLAIMS AND ATTORNEY FEES: Each party hereto shall promptly report to the other any claim or suit against it arising out of or in connection with Contractor’s performance of the services. The District and Contractor shall each have the right to compromise and defend the same to the extent of its own interest; provided the defense of the same has not been tendered and accepted by the other party. In the event either party requires the services of an attorney in connection with enforcing the terms of this Contract or the breach of any covenant or condition of this Contract, the prevailing party will be entitled to reasonable attorneys’ fees, consultants’ fees, witness fees and other costs, both at trial and on appeal.
3. NONDISCRIMINATION: In the hiring of employees for the performance of work under the Contract Documents the Contractor, its subcontractors, or any person acting on behalf of Contractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.
4. WORK PERFORMED AT CONTACTOR’S RISK: Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work. 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. TERM, TERMINATION AND RENEWAL:

18.1 This Contract shall be effective \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ and shall remain in effect until December 31, 20\_\_ unless terminated earlier in accordance with the early termination provisions herein.

18.2. If Contractor breaches any of its obligations under this Contract, and fails to cure the same within five (5) days of written notice to do so, the District may terminate this Contract, in which case the District shall pay the Contractor cost incurred to date of written notice.

18.3. The District may terminate this Contract upon ten (10) days written notice to the Contractor for any reason and without cause in which case the District shall pay the Contractor for costs incurred to the date of written notice.

18.4. The District may, in District’s sole discretion, grant a renewal of this Contract for up to an additional four years in year increments subject to mutual agreement on the adjustment of any Compensation under Section 2.

18.5. In the event the District substantially changes the scope of the Work identified in Section 1, Contractor shall have the right to terminate this Contract upon thirty (30) days written notice to the District.

18.6 The Contract may be terminated for any reason by either party upon giving ninety (90) days prior written notice to the other party.

19. DEFECTIVE OR UNAUTHORIZED WORK

19.1. The District reserves the right to withhold payment from the 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 District’s written approval. If the Contractor is unable, for any reason, to satisfactorily complete any portion of the Project, the Owner may complete the Project by contract or otherwise, and the Contractor shall be liable to the District for any additional costs incurred by the Owner. "Additional costs" means all reasonable costs incurred by the Owner, including legal costs and attorneys’ fees, beyond the maximum contract price under this Agreement. The Owner further reserves the right to deduct the cost to complete the Project, including any additional costs, from any amounts due or to become due to the Contractor.

20. CHANGE ORDERS

20.1. The District reserves the right to make, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the work. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered. Among others, these changes and alterations may include:

20.1.1. Deleting any part of the work,

20.1.2. Increasing or decreasing quantities,

20.1.3. Altering the way the work is to be done,

20.1.4. Adding new work,

20.1.5. Ordering the Contractor to speed up or delay the work.

20.2. The District will issue a written change order for any change. If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the District may determine to be fair and equitable.

20.3. The Contractor shall proceed with the work upon receiving:

20.3.1. A written change order approved by the District.

20.4. The Contractor accepts all requirements of a change order by:

20.4.1. endorsing it,

20.4.2. writing a separate acceptance, or

20.4.3. not protesting in the way this section provides.

20.5. A change order that is not protested as provided in this section shall be full payment and final settlement of all claims for contract time and for all costs of any kind, including costs of delays, related to any work either covered or affected by the change. By not protesting as this section provides, the Contractor also waives any additional entitlement and accepts from the District any written or oral order (including directions, instructions, interpretations, and determinations). By failing to follow the procedures of this section, the Contractor completely waives any claims for protested work.

20.6. The Contractor may protest change orders or other claims as provided below:

20.6.1. If the Contractor is in disagreement with anything required in a change order or another written order from the District, including any direction, instruction, interpretation, or determination by the District, the Contractor shall:

20.6.2. Immediately give a signed written notice of protest to the District before doing the work specified in the change order or within fourteen (14) calendar days of the occurrence of an event or events giving rise to a claims, or within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts or events giving rise to a claim, whichever occurs first;

20.6.3. Supplement the written protest within 15 calendar days with a written statement providing the following:

(a) The date of the protested order or claim

(b) The nature and circumstances which caused the protest or claim;

(c) The contract provisions that support the protest or claim;

(d) The estimated dollar cost, if any, of the protested or claimed work and how that estimate was determined; and

(e) An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption; and

20.7. If the protest is continuing, the information required above, shall be supplemented as requested by the District. In addition, the Contractor shall provide the District, before final payment, a written statement of the actual adjustment requested. Throughout any protested work, the Contractor shall keep complete records of extra costs and time incurred. The Contractor shall permit the District access to these and any other records needed for evaluating the protest as determined by the District. The District will evaluate all protests provided the procedures in this section are followed. If the District determines that a protest is valid, the District will adjust payment for work or time. No adjustment will be made for an invalid protest.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF PROTEST OR CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY PROTEST OR CLAIMS ARISING IN ANY WAY FROM

THE FACTS OR EVENTS SURROUNDING THE UNDERLYING CHANGE ORDER OR CLAIM OR CAUSED BY THAT DELAY.

20.8. In spite of any protest or claim, the Contractor shall proceed promptly with the work as the District orders.

21. CLAIMS

21.1. The Contractor shall give written notice to the District of all claims other than change orders within five (5) calendar days of the occurrence of events giving rise to the claim. Any claim for damages, additional payment for any reason, or extension of time, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement. At a minimum, a Contractor’s written claim must include the information required in Section 20.6 regarding protests.

21.2. FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM.

21.3. THE CONTRACTOR’S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY THE CONTRACTOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

22. ASSIGNMENT: This Agreement shall not be assignable by the Contractor unless approval is granted in writing by the District, with such approval subject to the sole discretion of the District.

SPOKANE COUNTY LIBRARY DISTRICT CONTRACTOR

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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