

INDEPENDENT CONTRACTOR AGREEMENT

1. DATE, PARTIES AND PURPOSE

This Independent Contractor Agreement inclusive of any exhibits referenced therein, ("Agreement"), for reference purposes only, is dated the 7th day of June, 2016, and is entered into by and between Wayne's Roofing, Inc. ("Contractor") and Woodland School Dist. 404 / KWRL Transportation Coop. ("Customer"). Customer and Contractor agree that the Contractor shall provide the services, and the Customer shall pay for such services, upon the terms and conditions set forth in this Agreement, further described as follows;

- Agreement
- Exhibit "A" Proposal

2. PROJECT LOCATION, SCOPE AND SCHEDULE

Contractor shall provide the supervision, labor, materials and other services as required for (the "Work"). The work shall be performed at the Project Address, which is: 989 Frazier Lane, Woodland, WA. 98674. The nature of services, duration of project, schedule of construction and other particulars of the Work to be performed by the Contractor are more fully and completely set forth in the Contractor's Proposal Dated 4/18/2016, which is attached to this Agreement as Exhibit "A" and is a part of this Agreement. In case of conflict between Exhibit A and any other provision of the Agreement, the provisions of Exhibit A shall control. Contractor shall have the Work completed by the date agreed to between the Contractor and the Owner at the time the Notice to Proceed is given.

3. COMPENSATION

3.1 The Owner shall pay the Contractor for performing the Work the amount of Two Hundred Forty-Nine Thousand U.S. dollars (\$249,000.00) ("Contract Sum") subject to the additions and deductions as provided in Change Orders, as more fully set forth in paragraph 8 below. The contract sum does not include state sales tax.

3.2 Payment Terms are agreed upon as follows:
The Contractor shall submit monthly progress pay applications to the Customer by last day of each month, with payment made in full by the Customer within 30 days. Retention withheld per RCW 60.28.011, with option as declared by Contractor.

4. PERFORMANCE

Contractor shall provide qualified personnel along with tools and equipment necessary to timely complete the Work, unless such tools and equipment are specifically agreed to be provided by Customer, in which case there shall be an addendum added to this Agreement listing the tools and equipment to be provided by the Customer. Contractor warrants that it is skilled in performing the services included in the Work, and shall perform such services promptly, diligently and in a professional and workmanlike manner. Contractor agrees that it shall remedy at its expense any deficiencies in the performance of the Work except as such may have been caused by the fault or neglect of the Customer or others not under the direction and control of the Contractor.

5. INSPECTION

Contractor shall have the independent duty to examine the work area at the commencement of the project and daily thereafter to determine whether it is safe for its personnel to proceed with services. In the event Contractor believes the work area to be unsafe, it shall immediately cease work and notify Customer, identifying the unsafe condition with particularity. Customer and Contractor shall cooperate in resolving any unsafe condition.

6. PERMITS/COMPLIANCE WITH LAWS

Contractor shall have and maintain all permits, including building permits and licenses as required by jurisdiction having authority, required for it to perform the agreed services, and shall perform in compliance with applicable safety, health and similar laws, whether state or federal.

7. PROTECTION/RETURN OF WORK AREA

Contractor shall protect the work area from loss/damage caused by the Contractor, and shall assume the risk for loss/damage to materials stored on site prior to installation. Contractor shall assure the construction materials are stored and handled such as to avoid damage to other property or injury to other persons, and shall assure that construction debris and garbage is promptly removed during the course of performance. At the conclusion of the project, the work area shall be returned to Customer in a neat and tidy condition, free of construction debris and garbage created by Contractor.

8. CHANGE ORDERS

Customer shall have the right to order changes in the Work during the course of performance, and Contractor shall proceed to implement without delay all such changes as have been requested. Customer shall be entitled to request such changes verbally, and Contractor shall be entitled to rely on such verbal requests, but either party may request that changes be confirmed in writing and signed by both parties. Verbal requests for changes orders by the Customer will be made through the Customer's Representative, Shannon Barnett, provided any change order that will result in a change in the Contract Sum must be confirmed in writing.

9. OTHER CONTRACTORS

The project may involve a joint work area, with Customer engaging equipment and personnel from affiliated entities to perform additional services. Contractor may engage other subcontractors as it deems appropriate for the completion of the Work. Contractor shall cooperate with Customer and all other entities providing equipment, personnel and/or services within the area that Contractor is performing the Work.

10. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and is not an employee, agent, partner or joint venture of Customer with respect to the Work. Contractor shall be responsible for employment related obligations applicable to its employees, including, without limitation, workers compensation, unemployment insurance, employee benefit and employment/withholding tax. All personnel to whom Contractor issues paychecks shall be deemed employees of Contractor, and such employees of Contractor shall not be deemed employees of Customer.

11. RESPONSIBILITY

Contractor shall be responsible for, and shall indemnify and hold harmless (including legal fees and costs) Customer and Customer's affiliated companies of and from:

- (a). loss/damage to Contractor's personal property, including tools, equipment and/or materials, except to the extent caused by Customer or its affiliated companies negligence;
- (b). bodily injury, illness and/or death of Contractor's employees, except to the extent caused by Customer or its affiliated companies negligence;
- (c). bodily injury, illness and/or death of other persons (excluding Contractor's own employees), to the extent of Contractor's proportionate legal fault; and
- (d). loss/damage to the personal property and/or real property of others (excluding Contractor's own property) to the extent of Contractor's proportionate legal fault.

In furtherance of the foregoing, Contractor hereby waives any immunity from suit and/or exclusivity of remedy afforded it by any workers compensation or similar law. For purposes of this agreement, Customer's affiliated companies shall include entities owned by or affiliated with Woodland School Dist. 404 / KWRL Transportation Coop..

12. INSURANCES

Contractor agrees to procure and maintain for the duration of the project and at its own expense, including the expense of deductibles, the following minimum insurances:

- a) Standard workers compensation and Employer's Liability, with statutory limits for workers compensation and limits of \$ 1,000,000 per occurrence for employers' liability. Such insurance shall provide a waiver of subrogation in favor of Customer.
- b) Auto liability insurance with limits of \$1,000,000, such insurance shall separately name Customer and Customer's affiliated entities as insureds.
- c) Standard commercial general liability insurance including contractual liability coverage for the indemnification agreements set forth in this agreement, with limits of \$1,000,000 per occurrence; such insurance shall separately name Customer and Customer's affiliated entities as additional insureds. Shall provide a waiver of subrogation in favor of Customer.

Contractor shall confirm the foregoing insurances by providing Customer with appropriate certificates of insurance promptly following execution of this agreement.

13. GOVERNING LAW

This agreement shall be governed by the laws of the State of Washington. The parties submit to the exclusive jurisdiction of Cowlitz County Superior Court located in Kelso, Washington, with respect to any litigation arising out of this agreement, with the substantially prevailing party entitled to recover its reasonable legal fees and costs.

14. EXECUTION

This agreement may be executed in counterparts, either by facsimile or original signature, with each counterpart deemed an original and all counterparts constituting the same agreement whether or not the signatures of both parties appear on any single counterpart.

15. ENTIRE AGREEMENT

This Agreement, including Attachments referenced in paragraph 1, constitutes the entire agreement between the parties with respect to matters addressed herein and supersede all contemporaneous and previous communications or agreements whether oral or written. This agreement shall be construed neutrally, and for the mutual benefit of the parties, rather than for or against either party. No amendment or modification of this agreement shall be effective unless made in writing and signed by both parties.

Customer:

Woodland School Dist. 404 / KWRL
Transportation Coop.

Name

989 Frazier Lane

Address

Woodland, WA 98674

City, State and Zip Code

Authorized Signature

Printed Name and Title

Contractor:

Wayne's Roofing, Inc.

Name

13105 Houston Road East

Address

Sumner, WA 98390

City, State and Zip Code

Authorized Signature

Donald Guthrie, President

Printed Name and Title

WAYNESR205Q5

Contractor License

Exhibit "A"

Section 7 Roofing Proposal

Wayne's Roofing, Inc.

13105 Houston Road
Sumner, WA 98390
www.waynesroofing.com



DATE 4/18/2016

JOB KWRL Transportation Building

SECTION

DESCRIPTION

LOCATION Woodland, WA

PVC Membrane

TO KWRL Transportation

CONTACT Shannon Barnett

Email barnetts@kwrl.org

FROM Jason Wiklund

OFFICE PH (253) 863-4455 ext. 2224

CELL PH (253) 606-6491

ADDENDUM

EMAIL Jason@waynesroofing.com

Base Bid for

\$249,000.00

**Price is based on E & I Cooperative
Purchasing Program

**E & I Contract Number #CNR01306

QUALIFICATIONS

MBE / WBE Bid

Union

Inclusions

1. Strip off old roofing and insulation and haul away.
2. Install Sarnafil Samavap 10 Vapor Barrier
3. Install two layer of 2.6" Poly ISO Insulation for a R-Value of 30 on both roofs
4. Install one layer of ¼" Cover Board mechanically attached
5. Install Sarnafil 60 Mill PVC Rhino Bond Attachment
6. Install new 24-gauge metal coping, roof to wall and new expansion joint
7. Cut and enlarge all 4 roof scuppers to adequately handle the water flow.
8. Raise all roof curbs to allow for new roofing.
9. Includes bonding and permit.
10. The roof carries a 2 year contractors warranty and manufacturers 20 year NDL warranty

**Exclusions:

1. Excludes all damaged wood replacement and carpentry if needed
2. Excludes rerouting existing satellite wires if needed.
3. Excludes all plumbing, electrical and HVAC work if needed
4. Excludes sales tax

