

EQUIPMENT PURCHASE, SERVICE & INSTALLATION CONTRACT TERMS AND CONDITIONS

EFFECTIVE DATE: _____

WW Livestock Systems, hereinafter called CONTRACTOR, and LEWIS COUNTY, hereinafter called COUNTY, agree as set forth in this Agreement, including: Scope of Work, Specifications, Compensation, Bid Response forms, General and Special Conditions, copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

Project: Purchase of Livestock panels
Bid Price (with accepted alternates): \$ 55,254.68

The term of this Agreement shall commence upon the date of execution as shown above. This agreement may be renewed or terminated upon written notice provided either by the County or the service provider thirty (30) or more days prior to the effective date of renewal or termination.

CONTRACTOR acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs, 21, 22, 23, 35, 37, 39, 48, 49, and 56 are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2022.

CONTRACTOR:

LEWIS COUNTY

WW Livestock Systems
Minneola, KS 67865

Steve Wohld
Lewis County, Chief of Internal Services

Title of Signatory
Authorized by the firm By Laws

Mailing Address:

Approved as to Form Only:
Jonathan Meyer, Prosecuting Attorney

639 US Hwy 54 _____
Minneola, KS 67865
Phone: 620-885-4115

By: _____

Deputy Prosecuting Attorney

UBI or Contractors License#

Federal Business Tax ID No.

These terms and conditions are hereby a part of the conditions agreed to by the Contractor upon acceptance:

1. **Gifts and Gratuities:** Businesses must not offer, nor County employees accept, gifts, gratuities, loans, trips, favors, special discounts, services, or anything of economic value in conjunction with County business practices. It is also unlawful for anyone to offer another, to influence or cause them to refrain from submitting a bid. Contractors and County employees must strictly adhere to the statutes and ordinances for ethics in contracting and purchasing, including RCW 42.23 (Code of Ethics for Municipal Officers) and RCW 42.52 (Ethics in Public Service). This is applicable to any business practice, whether a contract condition, bid practice, or at any activity related to County business.
2. **Applicable Law and Forum:** Except as hereinafter specifically provided, this Contract shall be governed by and construed according to the laws of the State of Washington. Any suit arising here from shall be brought in Lewis County Superior Court, which forum shall have sole and exclusive jurisdiction and venue.
3. **Disputes:** (1) General—Differences between the Vendor and the County, arising under and by virtue of the Contract Documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the County Department's contract representative or his/her designee, shall be final and conclusive; (2) Notice of Potential Claims—The Vendor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (a) any act or failure to act by the County Department's contract representative or his/her designee, or the County, or (b) the happening of any event or occurrence, unless the Vendor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Vendor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Vendor shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional; and (3) Detailed Claim—The Vendor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Vendor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.
4. **Alteration/Extra Work:** No alteration in any of the terms, conditions, delivery, price, quality, quantities or specifications of any order will be effective without prior written consent of the County Department's contract representative. Any extra work (furnishing of materials or equipment and/or the doing of unforeseen work whenever it is deemed necessary or desirable in order to complete fully the work contemplated) shall be performed as directed or agreed upon and will be paid for at unit prices, approved rates or upon a mutually agreed upon lump sum stipulated in the written order authorizing the work. Performance of extra work without prior expressed written consent of the County Department's contract representative or his/her designee shall be at the Contractor's sole expense.
5. **Contract Documents:** The contract documents shall include one or more of the following: Agreement, Special Provisions, Bid Response (including Manufacturers' Specifications, Specifications, and Bid Offer Form), Addendums, and General Terms or General Conditions, and Purchase Order shall be a part of and constitute the contract entered into by the County, and the successful Bidder. In the event there is discrepancy between any of the foregoing

contract documents, the above order of documents governs so that the former prevails over the latter.

6. **Notice of Award:** Notice of award shall have been deemed to be given when the Board if Commissioners (or its designee, if applicable) authorizes the Contract award. If no such authorization is required, the notice of award shall be when the Purchase Order and/or Contract, addressed to the successful Bidder at the address shown in the bid, is delivered to the County, unless otherwise noted. The County will also post an award notice on the Web site or provide a written notice to unsuccessful bidders.
7. **Acceptance of Award:** If any purchase by the County is accepted, or the awarded vendor otherwise begins work, the winning vendor is deemed to have agreed to all these Terms and Conditions, Contracts, ITB or RFP, Specifications, and all other related documents. If such work is accepted by the awarded vendor prior to the County receiving a signed contract, the County shall still regard the contract terms and related documents to be in force.
8. **Licenses, Permits, And Taxes:** The Contractor shall procure all permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.
9. **Change Orders:** Except as hereafter specifically provided, change orders for material or services effective if issued and authorized in writing by the County Department's contract representative or his/her designee. The County reserves the right to add or delete items, agencies or locations, as determined to be in the best interest of the County. Added items, agencies or locations will be related to those on contract, and additions or deletions will be by mutual agreement, and with prices consistent with the original bid price margins, and will be evidenced by issuance of a written contract change notice from the County Department's contract representative or Buyer. Change orders for material or services will be without effect unless issued and authorized in writing by the County Department's contract representative or his/her designee.
10. **Pricing:** Prices shall remain firm as stated in the bid offer for the duration of the Contract, including all extensions. If the bid or quotes indicated different pricing for extension periods, those prices shall remain effective throughout the extension. Pricing changes beyond those stated in the bid offer and contract, will require extensive cause including (1) a direct result of pricing increases at the manufacturer's level incurred after contract commencement date; b) can not produce a higher profit margin than that on the original contract; c) clearly identify the items impacted by the increase; d) must be requested at least 60 calendar days in advance of the proposed effective date; e) documentation must be based on United States published indices such as the Producer Price index; (f) be accompanied by documentation acceptable to the County Department's contract representative sufficient to warrant the increase; g) approved price adjustments shall remain unchanged for at least 12 months thereafter. During the contract period, any price declines at the manufacture's level or cost reductions to Contractor shall be reflected in a reduction of the contract price retroactive to Contractor's effective date.
11. **Freight:** Freight is quoted at time of bid. The Contractor assumes the risk of every increase, and receives the benefit of every decrease, in delivery rates and charges.
12. **Title:** Prices are F.O.B. destination. Title to items and risk of loss remain with Contractor until County receives items at the delivery point.
13. **Assignment:** Neither party to a Contract/Purchase Order may assign any portion of the agreement without the prior consent of the other party.
14. **Force Majeure:** Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract, if and to the extent that such party's performance of this

contract is prevented by reason or force Majeure, as determined by the County. The term "force Majeure" means an occurrence beyond the control of the affected party and not avoidable by reasonable diligence. Force Majeure includes acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. If either party is delayed by force Majeure said party shall provide written notification to the other within 48 hours. Delays shall cease as soon as practicable and written notification of same provided. The time of contract completion may be extended by contract modification, for a period of time equal to that delay caused under this condition. The County reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of force Majeure, and Contractor shall have no recourse against the County.

15. **Termination for Convenience:** The County may terminate this Contract, in whole or in part, at any time by written notice to the Contractor.
16. **Termination for Cause:** Either party may terminate this Purchase Order/Vendor Contract in the event the other fails to perform its obligations as described herein, and such failure has not been corrected to the reasonable satisfaction of the other in a timely manner after notice of breach has been provided to such other party.
17. **Termination for Reasons Beyond Reasonable Control of a Party:** Either party may terminate this Purchase Order/Vendor Contract without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as, but not limited to, an act of nature, war or warlike operations, civil commotion, riot, labor dispute including strike, walkout, or lockout, sabotage, or superior governmental regulation or control.
18. **Termination for Public Convenience:** The County may terminate this Purchase Order/Vendor Contract in whole or in part whenever the County determines that such termination is in its best interest (including but not limited to for lack of continuing appropriations). In such a case, the Contractor shall be paid for all items accepted by the County.
19. **Notification of Termination:** shall be given by the party terminating this Agreement to the other not less than ten (10) working days prior to the effective date of termination.
20. **Failure to Perform:** Failure of a Bidder to furnish the equipment, supplies, materials, and/or services from a bid which results in a contract award, may eliminate the Bidder from the active bidder's mailing list for the products or services concerned, at the discretion of the County.
21. **Personal Liability:** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of Lewis County be in any way liable or responsible for any covenant or agreement herein contained whether express or implied, nor for any statement of representation made herein or in any connection with this agreement.
22. **Cooperative Purchase:** Lewis County has entered into intergovernmental (Interlocal) purchasing agreements pursuant to RCW 39.34 with other Washington governmental entities under which either party may make purchases at the other party's accepted bid price. By submitting this Bid to Lewis County, the Contractor agrees to make the same bid terms and price, exclusive of freight, available to other Washington governmental agencies. Lewis County will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of these purchases.
23. **Patents, Trademarks and Copyrights:** The Vendor warrants that the items to be furnished do not infringe upon any patent, registered trademark or copyright, and agrees to hold Purchaser harmless in the event of any infringement or claim thereof.

24. **Liens/Title:** The Vendor warrants that the items to be furnished are free and clear of all liens and encumbrances, and that the Vendor has good and marketable title to same.
25. **Compliance with Laws:** The Vendor shall comply with all applicable federal, state and local laws, rules, and regulations affecting its performance and hold the Purchaser harmless against any claims arising from the violation thereof. No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against the Contractor for any of the above reasons.
26. **Warranties:** The Vendor warrants that items furnished conform to its description and any applicable specifications, shall be of good quality and fit for the known purpose for which sold. This warranty is in addition to any standard warranty or service guarantee by Vendor to the Purchaser. The Bidder will submit in writing and detail, the warrantee covering said item(s).
27. **Uniform Commercial Code:** The Uniform Commercial Code, as effective in Washington State, RCW Title 62A, shall determine the rights and duties of the Vendor and the Purchaser.
28. **Payments:** The Contractor shall be paid within thirty (30) days, upon submission of proper invoices, prices stipulated herein for supplies or services that are delivered and accepted (less deductions, if any), as herein provided. Unless otherwise specified, payment will be made on partial deliveries accepted by the County when the amount due on such deliveries so warrants; or if requested by the Contractor. Payment for partial deliveries shall only be made only upon agreement by the County and upon receipt of an accurate and adjusted invoice, or a certified receiving report, and/or final installed acceptance. All accounts are paid in accordance with RCW 39.76.020(4)(c).
29. **Invoices:** Invoices must be submitted in two copies, supported by a delivery ticket/receipt, and contain the following minimum information: (1) purchase order/contract number; (2) item number, quantity and description; (3) unit and extended prices; and (4) shipping charges when applicable. Mail invoices to: LC Parks and Recreation, Accounts Payable., 1909 South Gold Street, Centralia, WA 98531. Invoices without purchase order/contract numbers will be returned unpaid.
30. **Discounts:** Cash discount period on invoices shall commence on the latter of the date on which the correctly completed vouchers or shipments are received/accepted by Lewis County. If an adjustment or damage occurs on a shipment subject to cash discount, a discount will be taken effective on the date final approval for payment is authorized.
31. **Approvals:** Materials purchased are subject to the approval of Lewis County and if rejected are held subject to the Vendor's risk and expenses incurred for its return as approved by the County Department's contract representative.
32. **Bond Requirement:** Payment and Performance Bonds, when required, will be made in accordance with the forms prepared by the County and incorporated herein. When requested, each bid must be accompanied either by a certified or cashier's check for 5% of the total amount bid, payable to the Lewis County Treasurer, or an approved bid bond, by a surety company authorized to do business in the State of Washington, for 5% of the total amount bid. The check or bid bond is security that the bidder will, if awarded the bid, enter into a contract with the County for the equipment, service(s) and performance(s) specified within the time set forth in these requirements. Any bidder who refuses to enter into a contract after it has been awarded to the bidder will be in breach of this agreement to enter into the contract and the bidder's certified or cashier's check or bid bond shall be forfeited. If a bid bond is used, the 5% may be shown either in dollars and cents, or may be filled in as follows: "5% of the total amount accompanying the proposal." Upon award and signing of the contract, the bid security will be returned if by check, or will automatically expire if a bid bond. The bid securities of all other bidders will be processed in the same manner immediately upon award of the contract.

33. **Nondiscrimination:** In all hiring or employment made possible or resulting from this purchase, services and installation Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates, pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or in the presence of any sensory, mental or physical handicap.
34. **Equal Opportunity:** "The Equal Opportunity Clause" in Section 301 of Executive Order 10925 as amended, and the implementing Rules and Regulations, are herein incorporated by reference.
35. **OSHA/WISHA:** The Contractor agrees to comply with the conditions of the Federal Occupational Safety and Health Act of 1970, the Washington Industrial Safety and Health Act of 1970, and the standards and regulations issued thereunder, and certifies that all items furnished and purchased under the order will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and hold harmless Purchaser from damages assessed against Purchaser as a result of Contractor's failure to comply with the Acts and the standards issued thereunder and for the failure of the items furnished under this order to so comply.
36. **Shipping Instructions:** Unless otherwise specified, please ship, prepaid via cheapest common carrier f.o.b., destination. Unit cost of items f.o.b., Lewis County, shall not include sales tax or cost of freight. Freight charges will be added as a separate item but shall not include sales tax in the freight charge. Sales tax shall be added to the invoice as a separate charge.
37. **Taxes:** Prices quoted shall show as a separate entry the total Bid amount before WASHINGTON STATE SALES TAX is applied. Lewis County reserves the right to invoke RCW 39.30.040 regarding purchases from the lowest and best bidder.
38. **Hazardous Chemicals:** Lewis County in compliance with WAC 296-62-054 through WAC 296-62-05425, requires each shipment of hazardous chemicals to be accompanied by a material safety data sheet.
39. **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.

40. **Ownership Of Documents:** All documents, data, drawings, specifications, software applications and other products or materials produced by the Contractor in connection with this Agreement shall be the property of the County whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the County at its request and may be used by the County as it sees fit. The County agrees that if the documents, products and materials prepared by the Contractor are used for purposes other than those intended by the Agreement, the County does so at its sole risk and agrees to hold the Contractor harmless for such use. All services performed under this Agreement will be conducted solely for the benefit of the County and will not be used for any other purpose without written consent of the County. Any information relating to the services will not be released without the written permission of the County. The Contractor shall preserve the confidentiality of all County documents and data accessed for use in Contractor's work product.
41. **Emergency Work:** The Contractor will not be allowed added compensation for any emergency work performed on Sundays or legal holidays, unless such work is ordered and approved by the County Department's contract representative or project manager or is otherwise required under condition #45, below.
42. **Guarantee:** The Contractor hereby guarantees that all of the work, materials or equipment furnished by him/her under this agreement will fully meet all requirements for quality of workmanship, materials, strength and any and all other requirements of the specifications.
43. **Workers Right to Know:** The Department of Labor and Industries are required by law to establish a program to make employers and employees more aware of the hazardous substances in their work environment. WAC 296-62-054 requires (among other things) that all manufacturers/distributors of hazardous substances, including any of the items so listed on this RFP, RFQ, ITB or contract bid and subsequent award, must include with each delivery completed MSDS (Material Safety Data Sheets) for each hazardous material. Additionally, each container of hazardous material must be appropriately labeled with: (1) The identity of the hazardous material; (2) appropriate hazardous warnings; and (3) Name and address of the chemical manufacturer, importer or responsible party. Labor and Industries may levy appropriate fines against employers for noncompliance and agencies may withhold payment pending receipt of a legible copy of the MSDS. It should be noted that OSHA Form 20 is not acceptable in lieu of this requirement, unless it is modified to include appropriate information relative to "carcinogenic ingredients" and "routes of entry" of the product(s) in question.
44. **Emergency and Disasters:** The following shall be in effect during major emergencies or disasters when the County activates its Emergency Operations Center or otherwise provides verbal notice. Seller acknowledges that the County is procuring such goods/services for the benefit of the public. Seller agrees, in support of public good purposes, to consider the County as the customer of first priority and shall make its best effort to provide the County requested goods/services in as timely a manner as practicable. Seller and the County agree that a major emergency or disaster includes, but is not limited to: storms, high winds, earthquakes, floods, hazardous material releases, transportation mishaps, loss of utilities, fires, terrorist activities or combinations of above. The seller understands and agrees to provide the County, upon County request, such goods/services at such time as the County determines. In the event the Seller is unable to meet the delivery requirements due to circumstances beyond the reasonable control of the seller, Seller agrees to make such delivery as soon as practicable. If Seller is prevented from making delivery to the requested location due to circumstance beyond its reasonable control, Seller shall immediately assist the County in whatever reasonable manner to gain access to such goods/services. In the event Seller is unable to provide goods/services as requested by the County, the Seller may offer limited substitutions for County consideration and shall provide substitutions with prior approval from the County. Seller agrees to charge the County the price determined in this contract. If no price has been determined, it shall charge the County a price that is normally charged for such goods/services. In the event that the County request results in the Seller incurring unavoidable additional costs that cause the Seller

to increase prices in order to obtain a fair rate of return, seller shall charge the County a price not to exceed the cost/profit formula found in the contract.

45. **Scope of Work:** Contractor shall provide all supplies, equipment and services described herein, including all attachments, which are incorporated herein by this reference. These attachments may include: Solicitation, Offer, General Terms and Conditions, Specifications. These documents specify the working relationship between the County and the Contractor, and specific obligations of both parties.
46. **Compensation:** The County promises and agrees to employ, and does employ, the Contractor to provide the equipment, services and installation provided for in this Agreement, according to the attachments contained herein. The County agrees to pay the Contractor according to the payment schedule attached herein; said payment schedule includes any applicable sales or use tax.
47. **Damages:** If delivery and/or installation and/or service is not completed within the time specified, the Contractor agrees to pay actual damages to the County.
48. **Relationship between County and Contractor:** Contractor shall at all times be an independent contractor and not an agent or representative of Lewis County with regard to performance of this Agreement. Contractor shall not represent that it is, or hold itself out as, an agent or representative of Lewis County. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of Lewis County.
49. **Defense & Indemnity Agreement:** To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, 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, and/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 if the claim, damage, loss or expense is caused by the sole negligence of the County. This indemnification obligation 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.
50. **Attorney's Fees:** The each party in any action shall be responsible for its own attorney's fees and court costs.
52. **Performance by Contractor:** Contractor shall not delegate or subcontract performance of any portion of this contract to any other person or entity without the prior written consent of Lewis County.
53. **Inspection: Examination of Records:** The Agreement shall, at all times, be subject to inspection by and with the approval of Lewis County, but the making of (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Agreement, notwithstanding the County's knowledge of defective or

noncomplying performance, its substantiality or the ease of its discovery. Contractor shall promptly furnish Lewis County with such information related in the Agreement as may be requested by the County. Until the expiration of three (3) years after final payment of the compensation payable under this Agreement, Contractor shall provide the County access to all of Contractor's books, documents, papers and records that are related to the Agreement.

54. **Proprietary and Confidential Information:** Contractor shall not, without the prior written consent of Lewis County, disclose to third parties any information received in connection with the Agreement unless: (a) the information is known to Contractor prior to receiving the same directly or indirectly in connection with the Services; the information is in the public domain at the time of disclosure by Contractor; or (c) the information is received by Contractor from a third party who does not have an obligation to keep the same confidential.
55. **Industrial Insurance Waiver:** With respect to this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 RCW, the Industrial Insurance Act, for injuries to its employees, agents and assigns and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee, agent or assign of the Contractor. This waiver has been mutually negotiated between the parties to this Agreement.
56. **Insurance Coverage:** Contractor shall provide the following types and amounts of insurance:
 1. Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.
 2. Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
 3. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including owned, non-owned and hired autos, or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall obtain evidence of personal auto liability coverage for each such person.Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Such policy or policies shall include as insureds those covered by the underlying policies, including additional insureds. Coverage shall be "pay on behalf", with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to County for injury to employees of Contractor, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of County following receipt of proof of insurance as required herein.

Policy or policies must list Lewis County as "primary, non-contributory" additionally insured.

57. **Term of Contract:** The term of the contract shall be for 12 months, unless extended by mutual agreement, in writing, by both parties

Exhibit A SCOPE OF WORK

This project will provide as per specifications listed below:

Panels: Quantity 82 – H&S 6' VR P-C or comparable
 Panels: Quantity 23 – H&S 12' VR P-C or comparable
 Panels: Quantity 70 – H&S 6' GIF VR P-P or comparable
 Posts: Quantity 8 – H&S Starter Post or comparable

Items are intended to create 70 Hog and Sheep pens. They should measure at or about 41" tall and create a 6'x6' pen.

Detailed pricing – All Items Including Tax & Shipping				
Item	Product Each Total \$	Product Cost Total \$	Expected Delivery Date	
82 x 6'	\$221.46	\$18,160.03	10 weeks from order Est Jan 30, 2023	
23 x 12'	\$427.48	\$9,831.96	Same as above	
70 x 6'	\$314.17	\$21,991.87	Same as above	
8 x Post	\$46.35	\$370.82	Same as above	
<i>Shipping</i>		\$4,900.00		
Total		\$55,254.68		

Exhibit B- Compensation

Compensation will be made in the amount of \$55,254.68 plus Washington State Sales Tax upon completion of contract. Progress payments may be made at County's discretion upon County's approval of Contractor's invoices, to the extent that said invoices reflect the completion of project milestones by the Contractor (milestones are points at which significant components of the project have been completed and at which tangible project deliverables of material value have been received by the County).