



Lewis County

CONTRACT FOR

PROFESSIONAL SERVICES

Contractor: TerraVista NW, LLC

Contract #:

Project Title: SWW Fairgrounds Park Water Distribution Improvements

Contract Amount:

Contract Period From: June 2023

To December 31, 2026

UEI (Unique Entity Identifier) No. **QVYJT4HPTEG1**

Title: American Rescue Plan Act (ARPA) **SW Washington Fairgrounds**

Water Distribution Improvements Project

Department: Parks and Recreation

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CONTRACT FOR PURCHASE OF SERVICES

I. NOTICE TO CONTRACTORS

A. PARTIES

This is a contract between Lewis County, located in the State of Washington, hereinafter referred to as “County”, and TerraVista, LLC., of Arlington., WA., hereinafter referred to as “Contractor”.

The Contractor is a:

(To be completed by Contractor and copy of Contractor’s W9 shall be given to the County)

- Corporation
- General Partnership
- Limited Liability Company
- LLP
- Sole Proprietor
- Unincorporated Association
- Other: _____

B. SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS

Contractor will perform the following services and be paid according to the following schedule(s) or attachment(s): See attached Schedule F and Schedule g

Federal Assistance Notice: This Contract is an agreement funded with a federal assistance award to Lewis County from the US Department of Treasury under Sections 602(b) and 603(b) of the Social Security Act, as added by section 9901 of the American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Fund (SLFRF). The award is documented in an “Award Terms and Conditions” document signed by the County on **[Insert Date]**. Contractor agrees to comply with the applicable requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, guidance issued by the Treasury Department, and the County’s Award Terms and Conditions, including those outlined the attached Exhibits. Contractor will comply with all other applicable federal statutes, regulations, and executive orders, as applicable.

C. TERM AND EFFECTIVE DATE

This contract shall become effective upon execution by the Board of County Commissioners, on behalf of the County, unless another effective date is specified in the attachment(s) incorporated in Section 3, however in no case shall work commence before execution by the County. The term of this contract shall be from **[June X, 2023]** to **Thursday, December 31, 2026**.

D. ENTIRE AGREEMENT

This contract for purchase of services, including all attachments, exhibits and other documents referenced in Section 3 (hereafter, "Agreement" or "Contract") is the entire agreement of the parties and supersedes any and all oral contracts and negotiations between the parties.

E. ASSIGNABILITY/SUBCONTRACTING

Contractor shall not assign or subcontract any interest of obligation under this contract without the County's prior written approval. All the services required hereunder will be performed by the Contractor and employees of the Contractor.

F. DESIGNATED REPRESENTATIVE

1. Contractor designates **Eric Scott, Principal**, as contract agent with primary responsibility for the performance of this contract. In case this contract agent is replaced by another for any reason, the Contractor will designate another contract agent within seven (7) calendar days of the time the first terminates his or her employment or responsibility using the procedure set for in Section O, Notices.
2. In the event of the death, disability, removal or resignation of the person designated above as the contract agent, the County may accept another person as the contract agent or may terminate this agreement, at its option.

G. PROSECUTION AND PROGRESS

1. Services under this agreement shall commence upon written order from the County to the contractor. This order will constitute authorization to proceed.
2. The Contractor shall complete the services under this agreement within the time for completion specified in the Scope of Services, including any amendments. The Contractor's services are completed when the County notifies the Contractor in writing that the services are complete and are acceptable. The time for completion shall not be extended because of any delay attributable to the Contractor but may be extended by the County in the event of a delay attributable to the County, or extraordinary circumstances beyond the control of the Contractor. If at any time the Contractor believes that the time for completion of the work should be extended because of delay caused by an unexpected event, or because of a delay attributable to the County, the Contractor shall notify the County as soon as possible, but not later than seven (7) calendar days after such an event. Such notice shall include any justification for an extension of time and shall identify the amount of time claimed to be necessary to complete the work.
3. Services by the Contractor shall proceed continuously and expeditiously through completion of each phase of the work.

4. Progress reports documenting the extent of completed services shall be prepared by the Contractor and submitted to the County with each invoice, and at such other times as the County may specify.
5. The Contractor shall notify the County in writing when the Contractor has determined that the services under this agreement have been completed. When the County determines that the services are complete and are acceptable, the County will provide written notification to the Contractor, acknowledging formal acceptance of the completed services.

H. AMENDMENT

This contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any other change in any provision of this contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this contract.

I. NO WAIVER

No failure to exercise and no delay in exercising any right, power, or remedy hereunder on the part of the County or Contractor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the County or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

J. NON-DISCRIMINATION

In the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment regardless of age, ancestry, arrest and conviction record, color, creed, disability, genetic testing, honest testing, marital status, membership in the National Guard, State Defense Force or any reserve component of the military forces of the United States or this state, national origin, pregnancy or childbirth, race, religion, sex (including sexual harassment), sexual orientation, and use or nonuse of lawful products off of the employer's premises during nonworking hours.

K. SEVERABILITY

It is mutually agreed that in case any provision of this contract is determined by any court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all other provisions of this contract remain in full force and effect.

L. NOTICES

All notices to be given under the terms of this contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties listed below:

FOR THE COUNTY: **Steve Wohld, Chief of Internal Services**

351 NW North St., Chehalis, WA 98532

FOR THE CONTRACTOR:

Eric Scott, PE,

Principal/Project Engineer

3204 Smokey Point Dr.,

Suite 207,

Arlington, WA 98223

M. STATUS OF CONTRACTOR/INDEPENDENT/TAX FILING

It is agreed that the Contractor is an independent Contractor and not an employee of the County, and that any persons who the Contractor utilizes and provides services under this contract are employees of the Contractor and are not employees of the County.

Contractor shall provide its taxpayer identification number (or social security number) to the County, prior to payment. The Contractor is informed that as an independent contractor, s/he may have a responsibility to make estimated tax returns, file tax returns, and pay income taxes and make social security payments on the amounts received under this contract and that no amounts will be withheld from payments made to this Contractor for these purposes and that payment of taxes and making social security payments are solely the responsibility and obligation of the Contractor. The Contractor is further informed that s/he may be subject to civil and/or criminal penalties if s/he fails to properly report income and pay taxes and social security taxes on the amount received under this contract.

N. THIRD PARTY RIGHTS

This contract is intended to be solely between the parties hereto. No part of this contract shall be construed to add, supplement, amend, abridge, or repeal existing rights, benefits, or privileges of any third party or parties, including but not limited to employees of either of the parties.

O. AUDIT AND RETAINING OF DOCUMENTS

The Contractor agrees to provide all reports requested by the County including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a

schedule (when applicable) to be included in this contract. Any other reports or documents shall be provided within five (5) working days after the Contractor receives the County's written requests, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of service under the terms of this contract shall be retained by the Contractor for a period of three (3) years after completion of all work under this contract, in order to be available for audit by the County or its designee.

P. APPLICABLE LAW

The Contractor shall become familiar with and shall always comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the services or conduct of the Contractor and its agents and employees.

- A. This Contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the District Court for Lewis County, WA.
- B. Contractor agrees to comply with the requirements of section 603 of the Act, the Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. Contractor also agrees to comply with all other applicable federal laws, regulations, and executive orders, and Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this Contract.
- C. Federal regulations applicable to this award include, without limitation, the following:
- D. EXHIBIT A to this agreement, 2 C.F.R. Part 200 Appendix II requirements
- E. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, including the following:
 - i. Subpart A, Acronyms and Definitions;
 - ii. Subpart B, General Provisions;
 - iii. Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards;
 - iv. Subpart D, Post-Federal Award Requirements;
 - v. Subpart E, Cost Principles; and
 - vi. Subpart F, Audit Requirements. (*Single audit not required if for-profit subrecipient or contractor*)
- F. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- G. OMB (Office of Management and Budget) Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- H. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- I. Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- J. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- K. Generally applicable federal environmental laws and regulations.
- L. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's Implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination based on disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination based on age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto;
 - vi. Hatch Act. Contractor agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limits certain political activities of federal employees, as well as certain other employees who work in connection with federally funded programs.
- M. PROHIBITION ON PROVIDING FUNDS TO THE ENEMY (2 CFR 183)
 - i. The Contractor must exercise due diligence to ensure that none of the funds, including supplies and services, received under this Contract are provided directly or indirectly (including through subcontracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities. The Contractor must terminate or void in whole or part any subcontract with a person or entity listed in the System Award Management Exclusions (SAM) as a prohibited or restricted sources pursuant to subtitle E of Title VIII of the NDAA for FY 2015,

unless the Federal awarding agency provides written approval to continue the subcontract.

- ii. The Federal awarding agency has the authority to terminate or void this Contract, in whole or in part, if the Federal awarding agency becomes aware that the Contractor failed to exercise due diligence as required by paragraph A of this clause or if the Federal awarding agency becomes aware that any funds received under this Contract have been provided directly or indirectly to a person or entity who is actively opposing coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- iii. In addition to any other existing examination-of-records authority, the Federal Government is authorized to examine any records of the Contractor and its Subcontracts to the extent necessary to ensure that funds, including supplies and services, available under this Contract are not provided, directly or indirectly, to a person or entity that is actively engaged in hostilities.
- iv. The Contract must include the substance of this clause, including paragraph, in subcontracting agreements that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.

Q. CONFLICT OF INTEREST

1. Contractor understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Contractor and subrecipients must disclose in writing any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
2. Entering into this Contract with the County requires that the Contractor agree to abide by certain provisions of the Lewis County Employee Code of Ethics or other applicable County Policies, including those relating to conflicts of interest and the employment of current or former County employees.
3. The Contractor warrants that it and its agents and employees have no public or private interest and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this Agreement.
4. The Contractor shall not employ or contract with any person currently employed by the County for any services included under the provisions of this Agreement.

R. COMPENSATION

It is expressly understood and agreed that in no event will the total compensation for services under this contract exceed \$ 126,605.00 + applicable taxes.

S. BASIS FOR PAYMENT

1. GENERAL

- 1) The County will pay the Contractor for the completed and accepted services rendered under this contract on the basis and at the contract price set forth in Section V of this contract.

- 2) The Contractor shall submit invoices, in the form or format approved by the County, specified in the Scope of Services, Section B of this contract. The County will pay the Contractor in accordance with the schedule set forth in the Scope of Services. The final invoice shall be submitted to the County within three months of completion of services under this Agreement.
- 3) Should this Agreement contain more than one service, a separate invoice and a separate final statement shall be submitted for each individual service.
- 4) Payment shall not be construed as County acceptance of unsatisfactory or defective services or improper materials.
- 5) Final payment of any balance due the Contractor will be made upon acceptance by the County of the services under the Agreement and upon receipt by the County of documents required to be returned or to be furnished by the Contractor under this Agreement.
- 6) The County has the equitable right to set off against any sum due and payable to the Contractor under this Agreement, any amount the County determines the Contractor owes the County, whether arising under this Agreement or under any other Agreement or otherwise.
- 7) Compensation in excess of the total Contract price will not be allowed unless authorized by an amendment under Section H, AMENDMENT.
- 8) The County will not compensate for unsatisfactory performance by the Contractor.

2. SERVICE ORDERS, EXTRA SERVICE, OR DECREASED SERVICE

- 1) Written orders regarding the services, including extra services or decreased services, will be given by the County, using the procedure set forth in Section L, NOTICES.
- 2) The County shall review the Contractor's submittal and respond in writing, either authorizing the Contractor to perform the extra service, or refusing to authorize it. The Contractor shall not receive additional compensation or time unless the extra compensation is authorized by the County in writing.

T. DEFAULT/TERMINATION

1. In the event the Contractor shall default in any of the covenants, agreements, commitments, or conditions herein contained, and any such default shall continue unresolved for a period of ten (10) days after written notice thereof to Contractor, the County may, at its option and in addition to all other rights and remedies which it may have at law or in equity against contractor, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this contract and all rights of Contractor under this contract.
2. Notwithstanding paragraph A., above, the County may in its sole discretion and without

any reason terminate this Agreement at any time by furnishing the Contractor within ten (10) days' written notice of termination. In the event of termination under this subsection, the County will pay for all work completed by the Contractor and accepted by the County.

U. INDEMNIFICATION

To the fullest extent allowable by law, Contractor hereby indemnifies and shall defend and hold harmless the County, its elected and appointed officials, officers, employees, or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement regardless if liability without fault is sought to be imposed on the County. Contractor's previously mentioned indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the County, its elected and appointed officials, officers, employees or authorized representatives or volunteers. This indemnity provision shall survive the termination or expiration of this Agreement.

In any and all claims against the County, or any of its directors, officers, employees, or authorized representatives or volunteers by an employee of the Consultant, any subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

No provision of this Indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this Indemnity clause shall be construed to negate, abridge, or otherwise reduce and other right or obligation of indemnity that would otherwise exist as to the County under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the state in which the job site is located.

Contractor shall reimburse the County, its elected and appointed officials, officers, employees, or authorized representatives or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the County, or any of its elected and appointed officials, officers, employees or authorized representatives or volunteers.

V. INSURANCE

INSURANCE REQUIREMENTS (Professional)

Unless otherwise specified in this Agreement, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the Work, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the County.

Commercial General Liability

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.

Automobile Liability

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.

Worker’s 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.

Professional Liability

(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.

Acceptability of Insurers. The above-required insurance is to be placed with insurers who have

an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.

Proof of Insurance, Approval. The Contractor shall provide the County with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the County's representative upon execution of the Contract, or sooner, for approval by the County. If any of the policies required above expire while this Contract is in effect, Contractor shall provide renewal certificate(s) to the County for approval. Certificate Holder language should be listed as follows:

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

The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the County. The Contractor and/or Insurer shall give the County thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

W. OWNERSHIP OF CONTRACT PRODUCT

All of the work product, including, but not limited to, documents, materials, files, reports, data, including magnetic tapes, disks of computer-aided designs or other electronically stored data or information (the "Documents"), which the Contractor prepares pursuant to the terms and conditions of this contract are the sole property of the County. The Contractor will not publish any such materials or use them for any research or publication, other than as expressly required or permitted by this contract, without the prior written permission of the County. The grant or denial of such permission shall be at the County's sole discretion.

The Contractor intends that the copyright to the Documents shall be owned by the County, whether as author (as a Work Made for Hire), or by assignment from Contractor to County. The parties expressly agree that the Documents shall be considered a Work Made for Hire as defined by Title 17, United States Code, Section 101(2).

As further consideration for the County entering into this contract, the Contractor hereby assigns to the County all of the Contractor's rights, title, interest and ownership in the Documents, including the right to procure the copyright therein and the right to secure any renewals, reissues and extensions of any such copyright in any foreign country. The County shall be entitled to the sole and exclusive benefit of the Documents, including the copyright thereto, and whenever required by the County, the Contractor shall at no additional compensation, execute all documents of assignment of the full and exclusive benefit and copyright thereof to the County. Any subcontractors and other independent Contractors who prepare portions of the Documents shall be required by the Contractor to execute an assignment of ownership in favor of the County before commencing work.

X. PUBLIC RECORD LAW COMPLIANCE

It is the intention of County to maintain an open and public process in the solicitation, submission, review, and approval of contacts.

1. The parties acknowledge that County is a municipal corporation legally bound to comply with Ch. 42.56 RCW. It is further agreed to that neither party will take any action to obstruct the operation of these laws. To comply with any request under said Public Record Law, the provider/contractor herein shall produce copies of all materials, gathered or produced or modified pursuant to this Contract to the County, in their original (i.e., electronic or digital, etc.) format at actual cost of reproduction, without profit.
2. Any Public Records Law request received directly by a contractor related to this Contract with County shall immediately be reported to the County.

Y. LIVING WAGE (Applicable to contracts exceeding \$5,000)

Unless exempt, the Contractor agrees to pay all employees employed by the Contractor in the performance of this contract, whether on a full-time or part-time basis, a base wage of not less than minimum hourly wage.

Z. IT NETWORK CONNECTION POLICY

If this Contract includes services such as software support, software maintenance, network services, system development services and/or will require a network connection to the County network, is hereby incorporated and made a part of this contract and Contractor agrees to comply with the County's Technology Policy and Procedures.

AA. AUTHORITY

Contractor represents that it has the authority to enter into this contract. If the Contractor is not an individual, the person signing on behalf of the Contractor represents and warrants that s/he has been duly authorized to bind the Contractor and sign this contract on the Contractor's behalf.

GG. COUNTERPARTS, CONTRACT DELIVERY

This contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Executed copies of the originally signed contract must be delivered or mailed to the County Clerk's Office. Copies of the contract exchanged by facsimile, electronic scanned copy or similar technology shall not be considered a valid signed contract.

II. SCOPE OF SERVICES

The Scope of Work shall include, but not necessarily be limited to the work described herein.

Project Description

SW Washington Fairgrounds Park Water Distribution Improvements

Background Information

SWW Fairgrounds Parks is a park containing the SWW Fairgrounds, camping areas and community buildings that service a variety of events throughout the year. The water distribution system is aging and needs significant improvements to continue to serve the community.

Scope of Work

The successful respondent(s) is to provide services that may include but are not limited to the following:

Design and engineer a water system upgrade project to replace aging distribution lines throughout the park, add additional lines to serve various unserved or underserved areas and make provisions for future expansion as needed. It is anticipated that this construction will be phased.

Phase I Upgrade service and main distribution system

Phase II add additional lines to unserved areas.

Phase III add lines to serve future developments.

III. REQUIRED FORMS FROM CONTRACTOR

- A. Signature Affidavit
- B. Receipt of Forms and Submittal Checklist
- C. Contractor Profile
- D. References
- E. Insurance and Indemnification, including Endorsements
- F. Contract Fees
- G. Vendor's Proposal as Accepted by County

IN WITNESS WHEREOF, the parties hereto have executed this agreement at Lewis County, Washington.

COUNTY
a municipal government

Date: _____

By: _____
[Insert Name]
Date: _____

CONTRACTOR

(Name of Contracting Entity)

By: _____
[Insert Name]
Date: _____

By: _____
(Signature)

(Print Name and Title of Person Signing)

Approved as to Form:

Date: _____

By: _____
[Click or tap here to enter text], County
Attorney

By: _____
(Signature)

(Print Name and Title of Person Signing)

By: _____
[Insert Name], County Treasurer
Date: _____

Date: _____

EXHIBIT A: 2 CFR (Code of Federal Regulations) 200 Appendix II requirements

Notice: The contract or purchase order to which this addendum is attached is made using federal assistance provided to Lewis County by the US Department of Treasury under the American Rescue Plan Act ("ARPA"), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

The following terms and conditions apply to you, the contractor or vendor, as a contractor of Lewis County, according to the County's Award Terms and Conditions signed on **[Insert Date]**; by ARPA and its implementing regulations; and as established by the Treasury Department.

In the event of a conflict between these required Terms Subject to the Uniform Guidance ("Federally Required Contract Terms") and the terms of the main body of the Contract or any exhibit or appendix, these Federally Required Contract Terms shall govern.

- 1. Debarment and Suspension.** Contractor represents and warrants that, as of the execution of this Contract, neither Contractor nor any subcontractor or sub-consultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during Contract's term Contractor or any subcontractor or sub-consultant performing work at any tier is included on the federally debarred bidder's list, Contractor shall notify the County immediately. Contractor's completed Vendor Debarment Certification is attached hereto and incorporated herein.
- 2. Amendment Permitted.** This list of Federally Required Contract terms may be amended by the County in the event that the applicable federal grant providing funding for this Agreement contains additional required terms.
- 3. Record Retention.** Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Contractor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three (3) years after it receives County notice that the County has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Unless Contractor is functioning as a sub-recipient of grant funding, rather than as a contractor, this requirement is in addition to, and not in place of, the County's public records retention requirements.
- 4. Procurement of Recovered Materials.** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 5. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387),** as amended—If this is a contract or sub-grant in excess of \$150,000, Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C.

7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractor certifies that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor shall request and provide, completed, the "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
 - c. Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
 - d. Contractor's completed Byrd Anti-Lobbying Certification is attached hereto and incorporated herein.
7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If this Contract is for an amount in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
8. **Right to Inventions.** If the federal award is a "funding agreement" under 37 CFR 401.2 and this is an agreement between the County or a sub-recipient and a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, the County or sub-recipient will comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
9. **Davis-Bacon Act,** as amended (40 U.S.C. 3141-3148). If this is a "prime construction contract," in its performance under the Contract, Contractor shall comply with the Davis-Bacon Act (40 Page 13 of 38

U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor is required to pay wages not less than once a week. **Note: this paragraph is not applicable to contracts paid for solely with ARPA SLFRF moneys.**

10. **Equal Employment Opportunity.** If this is a "federally assisted construction contract," as defined by 41 CFP Part 60- 1.3, except as otherwise provided in 41 CFR Part 60, in its performance under the contract, the 41 CFP Part 60-1.3 shall comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- a. **Minority and Women Business Enterprises (if applicable to this Contract)** Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), **when applicable.** Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:
- i. Including qualified women's business enterprises and small and minority businesses on solicitation lists;
 - ii. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
 - iii. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
 - iv. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
 - v. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
 - vi. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.
- b. For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

11. **Domestic preferences for procurements.** Pursuant to 2 CFR §200.322, as appropriate, and to the extent consistent with law, contractor should, to the greatest extent practicable under this Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other

manufactured products). The requirements of this section must be included in all subcontracts and purchase orders for work or products under this Contract. **Note: this paragraph is not applicable to contracts paid for solely with ARPA SLFRF moneys.**

12. **Buy USA - Domestic Preference for certain procurements using federal funds.** Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
13. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Contractor shall not use funds under this Contract to purchase, or enter into subcontracts to purchase, any equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of a system that is subject to 2 CFR § 200.216 (generally, video surveillance or telecommunications equipment produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, their subsidiaries or affiliates, or any entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by the government of a foreign country). In the event Contractor identifies covered telecommunications equipment or services that constitute a substantial or essential component of any system, or as critical technology as part of any system that is subject to 2 CFR § 200.216, during Contract performance, Contractor shall alert the County as soon as possible and shall provide information on any measures taken to prevent recurrence.
14. **Access to Records.** (applies to all purchases.) (A) The Contractor agrees to provide the County, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed and agrees to cooperate with all such requests.
 - a. The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
15. **Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN (Federal Award Identification Number)] awarded to [name of Recipient] by the U.S. Department of the Treasury."
16. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.
17. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving

and establish workplace safety policies to decrease accidents caused by distracted drivers.

EXHIBIT B: 31 CFR 21 – NEW RESTRICTIONS ON LOBBYING - CERTIFICATION REGARDING LOBBYING

(To be submitted with each bid or offer exceeding \$100,000)

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Date

EXHIBIT C: Reporting Requirements

Event Reporting

The following events shall be reported promptly upon the occurrence thereof (and in any event with five business days of the occurrence thereof) to the County:

- (a) The inclusion of the Grantee, or any contractor or sub-recipient related to any Grant or any Project, or any employee, officer or other official of any of the foregoing, on any State or federal listing of debarred or suspended persons, or if any of such persons are proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any State or federal department or agency.
- (b) Any criminal or civil litigation, or credible threat of such litigation, or investigation by any governmental entity of any of the persons listed in (a) for violations of State or federal law involving fraud, bribery, misappropriation of funds, breaches of fiduciary duty or other actions bearing on the trustworthiness, credibility or responsibility of such person.
- (c) Grantees must notify the County in the event of a project change and/or modification that impacts the objectives in their application.

On Demand Reporting

The Grantee shall provide such other reporting relating to each Grant and each Project as the County shall reasonably request from time to time.

Scheduled Reporting

- (a) Quarterly Reporting. The Grantee shall provide quarterly reports as of the end of each fiscal quarter. Such reports shall be delivered to the County not later than the fifteenth (15) day following the end of each fiscal quarter (i.e., January 15, April 15, July 15 and October 15) and shall contain:
 - a. The status of each Project (not started, in process, completed);
 - b. The amount of each Grant spent on the applicable Project during the quarter;
 - c. The cumulative total amount of each Grant funds spent on the applicable Project since inception;
 - d. The amount, if any, of each Grant that has been obligated for spending on the applicable Project that have not yet been expended;
 - e. A certification that, as of such reporting date and at all times since the previous reporting date (or if none, since the date of the Grant Agreement), the Grantee is and has been in full compliance with all terms of the Grant Agreement, including, without limitation, compliance with Title VI of the Civil Rights Act and all other applicable anti-discrimination laws (or a has delivered to the County in writing a full accounting of all instances on noncompliance); and
 - f. Such other items as the County shall reasonably request related to the

Grant(s) and/or the Project(s)

- (b) Closeout Reporting. The Grantee shall provide a final closeout report after the final expenditure (or return to the County) of each Grant. Such report shall be delivered to the County not later than 30 days following the quarter in which such final expenditure (or return) occurred and shall contain all such items as are reasonably requested by the County or its agents. All unspent funds will be included in the closeout report. Any unspent funds remaining at the end of the grant period will be returned to the County.

EXHIBIT D: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The bidder, proposer, contractor, or subcontractor, as appropriate, certifies to the best of its knowledge and belief that neither it nor any of its officers, directors, or managers who will be working under the Contract, or persons or entities holding a greater than 10% equity interest in it (collectively "Principals"):

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency in the United States;
2. Have within a three-year period preceding this proposal, bid, or agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust or procurement statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

The bidder, proposer, contractor, or subcontractor, as appropriate, certifies that they are "Actively" registered with SAMS (Service for Award Management) and have been assigned the following Unique Entity Identifier (UEI): _____. The Contractor further certifies that it shall not knowingly enter any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

I understand that a false statement on this certification may be grounds for rejection of this proposal or bid, or termination of the award or, in some instances, criminal prosecution.

I hereby certify as stated above:

Signature

Date

Print Title and Name of authorized representative

I am unable to certify to one or more the above statements. Attached is my explanation.

Signature

Date

Print Title and Name of authorized representative

EXHIBIT E: System for Award Management (SAM) record search for company name and company principal

EXHIBIT F: Scope of Work

EXHIBIT G: Fiscal Provisions / Budget

EXHIBIT H: Insurance Requirements

EXHIBIT I: ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Contractor named below (hereinafter referred to as the "Contractor") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the County's beneficiaries.

The assurances apply to all federal financial assistance from, or funds made available through the Department of the Treasury, including any assistance that the Contractor may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Contractor's program(s) and activities, so long as any portion of the Contractor's program(s) or activities is federally assisted in the manner prescribed above.

1. Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Contractor acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP

persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor's programs, services, and activities.

3. Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067.
4. Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees, and assignees for the period in which such assistance is provided.
5. Contractor acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Contractor and the Contractor's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of; or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Contractor's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Authorized Signatory Name

Signature

Date

EXHIBIT J: American Rescue Plan Act (ARPA) / SLFRF TERMS AND CONDITIONS

EXHIBIT K: Lewis County RFP

