Capital Facilities

Call for Bids

31-2408 Construction

LEWIS COUNTY PERMANENT SHELTER

Lewis County

Project: Lewis County Permanent Shelter, 31-2408 Construction

1. Introduction

Project Description

1.1. Summary

This is a call for bids for a building renovation to finalize a permanent night-by-night homeless shelter. The renovation in this bid includes work for a new entryway, construction of a fire sprinkler riser room, and construction/finalization of some interior walls and doors. This is a public work subject to apprenticeship and prevailing wage laws, as well as other state funding requirements including compliance with Evergreen Sustainable Design Standards. The work is to be completed by the end of 2024.

1.2. Background

Lewis County is renovating a former bank and office building into a permanent night-by-night shelter for people experiencing homelessness. The building needs installation of fire sprinklers and fire alarms, frontage work, fencing, and a building renovation including light non-structural framing work to meet the needs of a different use. This call for bids is for the building renovation, consisting of some work for a new entryway, construction of a fire sprinkler riser room, and construction/finalization of some interior walls and doors. This is a public work subject to apprenticeship and prevailing wage laws, as well as other state funding requirements including compliance with Evergreen Sustainable Design Standards. The work is to be completed by December 31, 2024; the contractor will have to coordinate with the firms installing fire sprinklers and fire alarms, at a minimum, because that work will be happening in the same time span.

1.3. Contact Information

Project Contact:
Matt Patana
Consultant
2690 NE Kresky Ave
Chehalis, WA 98532
Email: matt.patana@lewiscountywa.gov
Phone: (360) 219-6147

Procurement Contact:
Matt Patana
Consultant
2690 NE Kresky Ave
Chehalis, WA 98532
Email: matt.patana@lewiscountywa.gov
Phone: (360) 219-6147

Department:
Capital Facilities

Department Head:
Doug Carey
Capital Facilities Manager

1.4. Timeline

Release Project Date	October 9, 2024
Site Visit (Mandatory)	October 22, 2024, 9:00am 2015 NE Kresky Ave, Chehalis, WA
Question Submission Deadline	October 24, 2024, 6:00pm
Proposal Submission Deadline	October 30, 2024, 6:00pm
Completion of Work	December 31, 2024

2. Call for Bids (Formal)

NOTICE
CALL FOR BIDS
For
Lewis County Permanent Shelter (Internal tracking number: 31-2408 Construction)

Lewis County is soliciting bids from qualified firms to provide bids for the Lewis County Permanent Shelter (Internal tracking number: 31-2408 Construction), located in Chehalis WA.

Firms desiring consideration shall submit a complete bid package based on the plans and specifications on file at https://procurement.opengov.com/portal/lewiscountywa

Lewis County has partnered with OpenGov and is excited to announce that as of August 2023, we transitioned to OpenGov Procurement/ProcureNow, a fully automated web-based electronic

bidding and vendor management system. To continue to receive bid notifications, you will want to register for a FREE account today at https://procurement.opengov.com/portal/lewiscountywa.

SEALED BIDS MUST BE DELIVERED BY OR BEFORE 6:00PM ON OCTOBER 30, 2024
(Bids submitted after 6 PM Pacific Time will not be considered for this project.)

Bids must be submitted electronically through the procurement portal at https://procurement.opengov.com/portal/lewiscountywa no later than and be in accordance with the plans, specifications, and other contract documents available through the procurement portal.

All bid proposals shall be accompanied by a bid proposal deposit in cash, certified check, cashier's check or surety bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish satisfactory contract bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to the Lewis County Capital Fund 3010. This bid proposal deposit is to be submitted through the OpenGov portal AND mailed or hand delivered no later than the bid due date and time to Matt Patana and Alex Murray at 571 NW Prindle St, Chehalis, WA 98532.

Informational copies of maps, plans, and specifications are on file for inspection online through the project portal at https://procurement.opengov.com/portal/lewiscountywa. All Contractor questions and Lewis County clarifying answers will be posted on the OpenGov website. Plan or specification changes shall be accomplished through official project addendums on OpenGov. Both questions/answers and addenda shall be posted without additional newspaper publication.

The Lewis County Internal Services Department in accordance with Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, herby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Lewis County is an equal opportunity and affirmative action employer. Minority, veteran and women-owned firms are encouraged to submit bids.

3. Instructions To Bidders

FOR LEWIS COUNTY Capital Facilities CONSTRUCTION PROJECTS
PART 0 - GENERAL CONDITIONS

FOR LEWIS COUNTY FACILITIES CONSTRUCTION PROJECTS

EXPLANATION TO PROSPECTIVE BIDDERS
A. Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must submit a request in writing to the owner six (6) calendar days before the bid due date. Oral explanations or instructions given before the award of a contract

will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders by addendum to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

B. In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the State of Washington encourages participation in all of its contracts by Minority and Women's Business Enterprises (MWBE) firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this invitation or as a subcontractor to a bidder. However, unless required by federal statutes, regulations, grants, or contract terms referenced in the contract documents, no preference will be included in the evaluation of bids, no minimum level of MWBE participation shall be required as a condition for receiving an award, and bids will not be rejected or considered non-responsive on that basis.

C. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.

D. This project is funded by the Housing Trust Fund through a legislative appropriation, and is subject to several state funding requirements including prevailing wage, 20% apprenticeship labor hours, compliance with Evergreen Sustainable Design Standards, and other requirements. **Bidders are instructed to review "Attachment J - State Funding Conditions" carefully to inform their bids.**

MANDATORY SITE VISIT

A. All prospective bidders must attend the mandatory site visit on Tuesday, October 22, 2024 at 9a.m. at 2015 NE Kresky Ave, Chehalis, WA. Failure to attend will render bidders ineligible and their bids nonresponsive. Lewis County reserves the right to waive the mandatory nature of this site visit and allow bids from those who did not attend if too few prospective bidders attend the site visit. If this waiver occurs, Lewis County will announce it to bidders via an addendum to this call for bids.

PREPARATION OF BIDS – CONSTRUCTION

A. Bids must be: (1) submitted on the bid proposal forms, or copies of forms, furnished by the Owner or the Owner's agent, and (2) signed in ink. The person signing a bid must initial each change appearing on any bid form. If the bid is made by a corporation, it shall be signed by the corporation's authorized designee. The address of the bidder shall be typed or printed on the bid form in the space provided.

B. The bid form may require bidders to submit bid prices for one or more items on various bases, including: (1) lump sum base bid; (2) lump sum bid alternate prices; (3) unit prices; or (4) any combination of items (1) through (3) above.

C. If the solicitation includes alternate bid items, failure to bid on the alternates may disqualify the bid. If bidding on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.

D. Substitute bid proposals will not be considered unless this solicitation authorizes their submission.

BID GUARANTEE

A. All bid proposals shall be accompanied by a bid proposal guarantee in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish satisfactory contract bond within the time stated in the specifications, the bid proposal guarantee shall be forfeited to the Lewis County Capital Fund 3010. Failure of the bidder to provide bid guarantee shall render the bid non-responsive.

B. Acceptable forms of bid guarantee are: Cash, a bid bond or postal money order, or certified check or cashier's check made payable to the Lewis County Treasurer. The Owner will return bid guarantees (other than bid bond) to unsuccessful bidders as soon as practicable, but not sooner than the execution of a contract with the successful bidder. The successful bidder's bid guarantee will be returned to the successful bidder with its official notice to proceed with the work of the contract.

C. The bidder will allow up to 30 days from bid opening date for acceptance of its bid by the Owner, although it may happen much sooner. The bidder will return to the Owner a signed contract, insurance certificate and bond or bond waiver within 15 days after award of the contract. If the apparent successful bidder fails to sign all contractual documents or provide the bond and insurance as required or return the documents within 15 days after award of the contract, the Owner may terminate the award of the contract.

D. In the event a bidder discovers an error in its bid following the bid opening, the bidder may request to withdraw its bid under the following conditions:

1. Written notification is received by the Owner within 24 hours following bid opening.
2. The bidder provides written documentation of the claimed error to the satisfaction of the Owner within 72 hours following the bid opening. The Owner will approve or disapprove the request for withdrawal of the bid in writing. If the bidder's request for withdrawal of its bid is approved, the bidder will be released from further obligation to the Owner without penalty. If it is disapproved, the Owner may retain the bidder's bid guarantee.

ADDITIVE OR DEDUCTIVE BID ITEMS

A. The low bidder, for purposes of award, shall be the responsive bidder offering the low aggregate amount for the base bid item, plus additive or deductive bid alternates selected by the Owner, and within funds available for the project. The bidder agrees to hold all bid alternate prices until bid award and contract execution.

ACKNOWLEDGEMENT OF ADDENDA

A. Bidders shall acknowledge receipt of all addenda to this solicitation by identifying the addenda numbers in the space provided for this purpose on the bid proposal form. Failure to do so may result in the bid being declared non-responsive.

SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

A. The bidder acknowledges that it has taken steps necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and road; (3) uncertainties of weather, river stages, tides, or similar

physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during the work. The bidder also acknowledges that it has satisfied itself as to character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including exploratory work done by the Owner, as well as from the drawings and specifications made a part of this contract. Any failure of the bidder to take the actions described and acknowledged in this paragraph will not relieve the bidder from responsibility for estimating properly the difficulty and cost of successfully performing the work.

BID AMOUNTS

A. The bid prices shown for each item on the bid proposal shall include all labor, material, equipment, overhead and compensation to complete all of the work for that item.

B. The actual cost of building permit (only) and the public utility hookup fees will be a direct reimbursement to the Contractor or paid directly to the permitting agency by the Owner. Fees for these permits should not be included by the Bidder in the bid amount.

C. The Bidder agrees to hold the base bid prices until bid award and contract execution.

TAXES

A. The bid amounts shall not include Washington State Sales Tax (WSST). All other taxes imposed by law shall be included in the bid amount. The Owner will include WSST in progress payments. The Contractor shall pay the WSST to the Department of Revenue and shall furnish proof of payment to the Owner if requested. [NOTE: Contractor must bond for contract amount plus the WSST.]

SUBMISSION OF BIDS

A. Bid Proposals must be submitted on or before the time specified in the Advertisement for Bids.

B. If the base bid and the sum of the additive alternates is one million dollars or more, the Bid Proposal shall comply with the following requirements:

1. Pursuant to RCW 39.30.060, if the base bid and the sum of the additive alternates is one million dollars or more, the Bidder shall provide names of the Subcontractors with whom the Bidder will subcontract for performance of heating, ventilation and air conditioning (HVAC), plumbing, and electrical.
2. The Bidder can name itself for the performance of the work.
3. The Bidder shall not list more than one Subcontractor for each category of work identified UNLESS Subcontractors vary with bid alternates, in which case the Bidder must indicate which Subcontractor will be used for which alternate.
4. Failure of the Bidder to submit as part of the bid the NAMES of such Subcontractors or to name itself to perform such work shall render the Bidder's bid nonresponsive and, therefore, void.

C. The Bid Proposal shall be submitted through the OpenGov.com portal https://procurement.opengov.com/portal/lewiscountywa

D. Prior to the bid opening, the Owner’s representative will designate the official bid clock.

Any part of the bid proposal or bid modification not received prior to the times specified, per the designated bid clock, will not be considered and the bid will be returned to the bidder unopened.
E. A bid may be withdrawn in person by a bidder's authorized representative before the opening of the bids. Bidder(s) representative will be required to show ID and sign on bid summary sheet before it will be released.
F. People with disabilities who wish to request special accommodation, (e.g., sign language interpreters, Braille, etc.) need to contact the Owner ten (10) working days prior to the scheduled bid opening.

BID RESULTS
A. After the Bid Opening, a tabulation of the bids will be posted as a notice for the project in the OpenGov portal. Bidders may obtain the tabulation of apparent bids from Lewis County by Contacting the procurement contact listed in the bid documents.

LOW RESPONSIBLE BIDDER
A. If applicable, it is the intent of the Owner to award a contract to the low responsible bidder. In determining the bidder's responsibility, the Owner shall consider an overall accounting of the attached "BIDDER RESPONSIBILITY CRITERIA". Upon Owner's request, the apparent low bidder must supply the requested information within two (2) business days of request by Owner. Withholding information or failure to submit all the information requested within the time provided shall render the bid nonresponsive. If the Owner determines that the apparent low bidder is not responsible, the Owner will notify the bidder of its preliminary determination in writing. Within three (3) days after receipt of the preliminary determination, the bidder may withdraw its bid or request a hearing. The Owner will schedule a hearing within three (3) working days of receipt of the bidder's request. The hearing members will include the Internal Services Director, Public Works Director and Capital Facilities Manager. The Owner will issue a Final Determination after reviewing information presented at the hearing. The Owner's Final Determination is specific to this project, and will have no effect on other or future projects.

B. "SUBCONTRACTOR RESPONSIBILITY CRITERIA" In accordance with SHB 2010 amending RCW 39.04 the Contractor shall include the language of this paragraph in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this paragraph apply to all subcontractors regardless of tier. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number; and if applicable, have:
a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
b. A Washington Employment Security Department number, as required in Title 50 RCW;
c. A Washington Department of Revenue state excise tax registration number, as required in

Title 82 RCW;
d. An electrical contractor license, if required by Chapter 19.28 RCW;
e. An elevator contractor license, if required by Chapter 70.87 RCW.
f. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

CONTRACT AWARD
The Owner will evaluate bid responsiveness and bidder responsibility.

A bid will be considered responsive if it meets the following requirements:
1. It is received at the proper time and place.
2. It meets the stated requirements of the bid proposal.
3. It is submitted by a licensed/registered contractor within the State of Washington at the time of bid opening and is not banned from bidding by the Department of Labor and Industries.
4. It is accompanied by a bid guarantee and non-collusion affidavit.

A bid will be considered responsible if it meets the following requirements:
1. It meets an overall accounting of the responsibility criteria established for the project, as reflected in the "Bidder Responsibility Criteria."
2. All required documents are completed and signed by a individual with such authority.
3. It is submitted by a licensed/registered contractor within the State of Washington at the time of bid opening and is not banned from bidding by the Department of Labor and Industries.

The Owner reserves the right to accept or reject any or all bid proposals and to waive informalities that do not affect the essential fairness of the bidding process.

The apparent low bidder, for purpose of award, shall be the responsive bidder offering the low aggregate amount for the base bid plus selected additive or deductive bid alternates and meeting all other bid submittal requirements.

The Owner may negotiate bid price adjustments with the low responsive bidder, including changes in the contract documents, to bring the bid within the available funding per RCW 39.04.015.

The Contract will only become effective when signed by the Owner. Prior to the Owner's signature, any and all costs incurred shall be the sole responsibility of the bidder.

It is the intent of the Owner to award a contract to the low responsible bidder.

Public Agency Debarment Debarment by any Public agency within the last two (2) years may render bid non-responsive.

4. Scope of Work

4.1. Scope of Work

The Scope of Work is fully described in the plans, specifications, and attachments included with this call for bids. But, a summary of the scope of work is building renovations consisting of work

for a new entryway, construction of a fire sprinkler riser room, and construction/finalization of some interior walls and doors.

5. Specifications

Please see Attachment D - Project Plans and Attachment E - Project Specifications. For reference, please note that Division 00 1000 of the specifications duplicates this Call for Bids.

6. Prevailing Wage

Notice

Prevailing Wage Requirement

This project has been determined to be "Public Works" as defined by RCW 39.04 and WAC 296-127 and is subject to Washington State Prevailing Wage Laws. Current Prevailing Wage Rates for work performed in Lewis County is attached hereinto and can also be found at https://secure.lni.wa.gov/wagelookup/. The bid date used is Wednesday, October 30, 2024. These rates apply to Lewis County and may not apply to work performed outside Lewis County.

Per RCW 39.12.017(3)(a)-(b), the appropriate wage rates for this project are under the residential construction designation, not the commercial designation, except that the following are under the commercial designation: utilities construction, such as water and sewer lines, or work on streets, or work on other structures unrelated to the housing

A printed copy is available in the issuing office and a printed copy may be mailed upon request. An electronic copy is included as an attachment.

In addition, successful Contractor and any subcontractors are required to file Statement of Intent to Pay Prevailing Wages, Affidavits of Wages Paid and file Certified Payroll Records as per L&I requirements.

7. Bid Form

Bid Form

7.1. Bid Form - Webform Submission (There is also a downloadable submission -- do both)

Project Name: Lewis County Permanent Shelter (Internal tracking number:31-2408 Construction)

Name of Firm: _____

CAPITAL FACILITIES DIVISION
351 NW NORTH ST.
CHEHALIS, WA 98532

B I D P R O P O S A L

In compliance with the contract documents, the following bid proposal is submitted:

7.2. Base Bid

Print Dollar Amount

7.3. Trench Safety

Trench Safety Provisions	
	Included in Base Bid

If the bid amount contains any work which requires trenching exceeding a depth of four feet, all costs for trench safety shall be included in the Base Bid and indicated above for adequate trench safety systems in compliance with Chapter 39.04 RCW. 49.17 RCW and WAC 296-155-650. Bidder must include a lump sum dollar amount in blank above (even if the value is $0.00) to be responsive.

7.4. Bid Alternates [Not Used]

[Not used]

7.5. Time for Completion

The undersigned hereby agrees to complete all the work under the Base Bid (and accepted alternates) within 60 calendar days after the date of Notice to Proceed or by December 31, 2024, whichever is sooner.

8. Vendor Questionnaire

8.1. Are you licensed to do this type of work in the State of Washington?*

☐ Yes
☐ No

*Response required

8.2. Non-Collusion Affidavit*

Please download the below documents, complete, and upload.

- Non_Collusion_Affidavit.pdf

*Response required

8.3. Bid Bond*

Please upload your bid bond.

Original shall be mailed or hand delivered no later than the bid due date and time. Envelope shall be clearly marked and delivered to:

Matt Patana and Alex Murray

571 NW Prindle St

Chehalis, WA 98532

*Response required

8.4. Bid Form*

Please download the below documents, complete, and upload. Fill out and submit this bid form even though you also submitted a webform version of the bid form. (This form has more information on it, but the other form works in OpenGov's system.)

- Bid_Form_Blank.docx

*Response required

9. Sample Lewis County Contract

9.1. Scope of Contractors Services

The Contractor agrees to provide to the County services and any material set forth in the project narrative identified as Exhibit "A" during the agreement period. **[Exhibit A will consist of the call for bids and other plans, specifications, and materials herein.]** No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

9.2. Accounting and Payment for Contractor Services

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B". **[Exhibit B will consist of the successful bid documents specifying the work and price for performance, consistent with the County's contract award prerogatives specified in the call for bids and under state law.]** Where Exhibit "B" requires payments by Lewis County, payment shall be based upon billings, supported unless otherwise provided in Exhibit "B", by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number days worked each month, total number of hours for the month, and total dollar payment requested. Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for Lewis County (hereinafter referred to as the "Contracting Officer"), the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than weekly; through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Exhibit "B".

9.3. Assignment and Subcontracting

No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the Contracting Officer or as set forth in Exhibit "A" and Exhibit "B". County understands that building renovations are a frequently subcontracted type of work and will approve subcontracting when reasonable by industry standards.

9.4. Labor Standards and Contract Assistance

The Contractor shall comply with the provisions of the Lewis County Contract and Procurement Assistance Program as applicable, attached hereto as "Special Conditions".

9.5. Independent Contractor

The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent Contractor. The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Lewis County employees.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

9.6. Safety; Familiarity with Site

Contractor understands that safety is a high priority. Prior to the commencement of work or providing services, Contractor will, at its own expense and to the extent it determines is necessary to safeguard itself and its employees and agents, become familiar with the Site, its operations, and any safety rules or guidelines. In addition, Contractor will meet all OSHA, WISHA, and other applicable Federal and State requirements regarding safety. County shall not be responsible for the manner in which Contractor (1) provides and completes its work; and (2) analyzes the need for and implements safety procedures. County delegates to Contractor, and Contractor agrees to assume, any duty County has to exercise reasonable care to make the premises and work area safe, and Contractor agrees to: abide by all applicable laws, be solely responsible for health and safety of all persons providing service, and create and post a site-specific worker safety plan in advance of gaining access to the work area. Contractor represents that it is a professional company with the knowledge and experience to reasonably assume such a

delegation and to work in the presence of any known or obvious dangers by taking appropriate precautions and by using and providing proper equipment for itself and its employees

9.7. No Guarantee of Employment

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

9.8. 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.

9.9. Regulations and Requirement

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington, and to any other provisions set forth in Special Conditions.

9.10. Prevailing Wages

Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries. The schedule of prevailing wage rates for the locality or localities of the Work, is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor’s responsibility to verify the applicable prevailing wage rate. Per RCW 39.12.017(3)(a)-(b), work on a homeless shelter is under the residential construction designation, not the commercial designation, except that the following are under the commercial designation: utilities construction, such as water and sewer lines, or work on streets, or work on other structures unrelated to the housing. A reference prevailing wage table for Lewis County wages effective on the bid due date for this project, October 30, 2024, is included as an attachment.

Each Application for Payment submitted by Contractor shall state that prevailing wages have been paid in accordance with the pre-filed statement(s) of intent, as approved. Copies of the approved intent statement(s) shall be posted on the job site with the address and telephone number of the Industrial Statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

In compliance with chapter 296-127 WAC, Contractor shall pay to the Department of Labor and Industries the currently established fee(s) for each statement of intent and/or affidavit of wages paid submitted to the Department of Labor and Industries for certification.

In addition, the Contractor shall file weekly certified payroll records with the Department of Labor and Industries, as required by RCW 39.12.120

9.11. Right to Review

This contract is subject to review by any Federal or State auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Contracting Officer. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 3 years after contract termination, and shall make them available for such review, within Lewis County, State of Washington, upon request.

9.12. Modifications

Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

9.13. Termination for Default

If the Contractor defaults by failing to perform any of the obligations of the contract or cannot perform because of regulatory order or failure to comply with regulatory requirements, including but not limited to applicable licensing laws, or becomes insolvent or is declared bankrupt or commits any act of bankruptcy- or insolvency or make an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until work called for, as may be applicable under Exhibit “A”, has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, as may be applicable under Exhibit “A”, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

9.14. Termination for Public Convenience

The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

9.15. Insurance Coverage

INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of County, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to County.

General Liability Insurance, using a standard ISO CG 00 01 occurrence form, including premises, operations, products and completed operations, contractual liability with limits not less than $1,000,000. per occurrence, $2,000,000 General Aggregate and $2,000,000 Products–Completed Operations Aggregate for bodily injury, personal injury, and property damage. Coverage shall include Employers Liability (stop gap).

The Commercial General Liability Coverage shall include the following endorsements:

The County, its Board, officers, agents and employees shall be included as Additional Insureds either by specific endorsement naming these parties or a blanket additional insured endorsement applicable "when required by written contract or agreement"

Primary, Non-contributory endorsement, both in favor of the County, its Board, officers, agents and employees or a blanket waiver of subrogation endorsement applicable "when required by written contract or agreement".

The Commercial General Liability Coverage shall not include the following endorsements:
i) Amendment of Contractual Liability
ii) Total Pollution Exclusion
iii) Cross Suits Liability Exclusion

Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage

for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

Umbrella or excess liability insurance. Contractor shall obtain and maintain an umbrella or excess liability insurance policy with limits of not less than $4,000,000 that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability Such policy or policies shall include the following terms and conditions:

• A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
• Pay on behalf of wording as opposed to reimbursement;
• Concurrency of effective dates with primary policies; and
• Policies shall "follow form" to the underlying primary policies.
• Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000) for Contractor 's employees in accordance with the laws of the State of Washington. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of Washington for all of the subcontractor's employees .

Contractor shall submit to County, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of County, its officers, agents, employees and volunteers.

Pollution liability insurance. [If required]

Builder's risk insurance. Upon commencement of construction and with approval of County, Contractor shall obtain and maintain builder's risk insurance as specified below.

The named insureds shall be Contractor, all Subcontractors (excluding those solely responsible for design Work) of any tier, suppliers, and County and its officers, officials, employees, and agents. Contractor shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to County.

Policy shall be provided for replacement value on an "all risk" basis. There shall be no coinsurance penalty provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) transit coverage, including ocean marine coverage (unless insured by the supplier), with sub-limits sufficient to insure the full replacement value of any key equipment item; and (5) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site. Such insurance shall be on a form acceptable to County to ensure adequacy of terms and sublimits.

Proof of insurance. Contractor shall provide certificates of insurance to County as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by County prior to commencement of performance. Current certification of insurance shall be kept on file with County at all times during the term of this contract. County reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents, representatives, employees or subcontractors. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. County and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

County's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, County has the right but not the duty to obtain the insurance it deems necessary and any premium paid by County will be promptly reimbursed by Contractor or County will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, County may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of Washington, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the County.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against County, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against County, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the County to inform Contractor of non-compliance with any requirement imposes no additional obligations on the County nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Notice of cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to County with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that County and its officers, officials, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

County's right to revise requirements. The County reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor a ninety (90)-day advance written notice of such change. If such change results in substantial additional cost to the Contractor, the County and Contractor may renegotiate Contractor's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by County. County reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by County.

Timely notice of claims. Contractor shall give County prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

9.16. 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 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. Contractor's indemnity obligations shall extend to, but shall not be limited to, claims 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).

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. In the event of the concurrent negligence of the Contractor, its subcontractors, employees or agents, and the County, its employees or agents, this indemnification obligation of the Contractor shall be valid and enforceable only to the extent of the negligence of the Contractor, its subcontractors, employees and agents. 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.

9.17. Participation by County – Right to participate; Survival of Contractor's Indemnity Obligations; Indemnity for Subcontractors

The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and any such participation shall not constitute a waiver of Contractor's indemnity obligations under this Agreement.

The Contractor agrees all Contractor's indemnity obligations shall survive the completion, expiration or termination of this Agreement.

In the event the Contractor enters into subcontracts to the extent allowed under this Agreement, the Contractor shall include as a requirement in each such contract that Contractor's subcontractors shall indemnify the County on a basis equal to or exceeding Contractor's indemnity obligations to the County.

9.18. Venue and Choice of Law

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Lewis. This Agreement shall be governed by the law of the State of Washington.

9.19. Withholding Payment

In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Agreement and said failure has not been cured within the times set forth in this Agreement, then the County may, upon written notice, withhold all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.

9.20. Liquidated Damages (Not a Penalty)

Because breach and/or non-performance by Contractor may cause County to incur economic damages and losses of types and in amounts which are incapable or very difficult to ascertain with certainty in advance as a basis for recovery of actual damages, in the event Contractor has not fully completed work pursuant to and by the deadline set forth in this Agreement, Contractor shall pay County liquidated damages in the amount of $1000.00 per day for every day past the agreed end date of December 31, 2024. The parties believe said amount represents a fair, reasonable, and appropriate forecast of just compensation for the harm caused by a breach. Such liquidated damages are intended to represent estimated actual damages as contemplated by the parties at the time of entering into this Agreement and are not intended as a penalty. For avoidance of doubt, one such source of actual damages would be the need to obtain substitute

premises for a homeless shelter on short notice, since the shelter will not likely receive a certificate of occupancy in time if the services under this Agreement are not timely completed.

9.21. Payment and Performance Bond

Payment and performance bonds for 100% of the Contract Sum, including all Change Orders and state sales tax, shall be furnished for the Work, and shall be in a form acceptable to the County. No payment or performance bond is required if the Contract Sum is $150,000 or less and Contractor agrees that the County may, in lieu of the bond, retain an additional 10% of the Contract Sum, beyond any other retainage provided for in this Agreement, for the period allowed by RCW 39.08.010.

9.22. Retainage

Pursuant to RCW 60.28.011, the County shall retain 5% of the contract sum for the period of time set forth in that statute.

9.23. Future Non-Allocation of Funds

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

9.24. Nature of the Work

County delegates to Contractor, and Contractor agrees to assume, any duty County has to exercise reasonable care to make the premises and work area safe, and Contractor agrees to: abide by all applicable laws, be solely responsible for health and safety of all persons providing service, and create and post a site-specific worker safety plan in advance of gaining access to the work area. Contractor represents that it is a professional company with the knowledge and experience to reasonably assume such a delegation and to work in the presence of any known or obvious dangers by taking appropriate precautions and by using and providing proper equipment for itself and its employees.

9.25. Contractor Commitments, Warranties and Representations

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

9.26. Authority

Contractor acknowledges, represents, and warrants that it has the full right, power, and authority to enter into this agreement. Each person signing this agreement on behalf of an entity represents and warrants that he or she has the full right, power, and authority to bind their respective entity,

their respective entity has approved this Agreement and authorized them to sign it, and their respective entity is duly formed and in good standing.

9.27. Patent/Copyright Infringement

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

A. That Contractor shall be notified promptly in writing by County of any notice of such claim.

B. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information in the event such claim of infringement is made, provided no reduction in performance or loss results to the County.

9.28. Disputes

A. General

Differences between the Contractor 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 Contracting Officer, shall be final and conclusive.

B. Notice of Potential Claims

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Contracting Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor 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 Contractor 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. Contractor 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.

C. Detailed Claim

The Contractor is not 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 Contractor 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.

9.29. Attorneys Fees, Expenses, and Costs

Should any legal proceeding be commenced between or by the Parties concerning or related to this Agreement or the rights and duties of either in relation to this Agreement, the Party prevailing in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for such Party's reasonable attorneys' fees, expenses, and costs actually incurred and paid.

9.30. Ownership of Items Produced

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County.

9.31. Confidentiality

In the event that the Contractor comes in contact with or obtains knowledge of confidential information, the Contractor shall maintain the confidentiality of all obtained information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the Lewis County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

9.32. Public Records Law and Records Maintenance

The Contractor shall assist the County in timely and fully fulfilling all of County's obligations under the Washington Public Records Act and/or any other authority by timely and fully responding and providing documents and records in response to County's request for the same. In the event that Contractor fails to fully fulfill its obligations pursuant to this section and should a court impose a fine, penalty, sanction, and/or judgment against County for violation of said law, Contractor shall indemnify the County for the same, immediately pay County to satisfy the same together with all costs and attorney's fees incurred by County. The obligations created by this section shall survive the termination of this agreement.

The Contractor shall keep and maintain all books, records, documents, data, and other evidence relating to this contract and performance of the services described herein, including but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract ("Records"). Contractor shall permit County to review the Records at Contractor's place of business during normal working hours. Contractor shall retain such Records for a period of seven (7) years following the date of final payment.

If any litigation, claim, or audit is commenced, Contractor shall cooperate with County and assist in the production of all such Records. If any litigation, claim, or audit is started before the expiration of the seven- (7) year period, Contractor shall retain the Records for a period of seven (7) years after all litigation, claims, or audit findings involving the Records have been finally resolved.

For purposes of this AGREEMENT, Records includes every writing or record of every type and description including electronically stored information ("ESI") that is in Contractor's possession, control, or custody, including, without limitation, any and all correspondences, contracts, agreements, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribblings, recordings, visual displays, photographs, minutes of meetings, telephone conversations, and any and all other taped, recorded, written, printed, or typed matters of any kind or description; and every copy of the foregoing whether or not the original is in Contractor's possession, custody, or control, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the Contractor may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that Contractor uses in the performance of its work or services hereunder, including any personal devices used by the Contractor or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

Contractor shall include this section "Records Maintenance" in every subcontract it enters into in relation to this Agreement and bind the sub-contract to its terms.

9.33. Notice

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the Contract Manager for whom services are rendered, to wit: Doug Carey, Capital Facilities Manager, 351 NW North Street, Chehalis, Washington 98532-1900. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected above. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

9.34. Severability

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

This Agreement does not violate any known federal or state statute, rule, regulation, or common law. However, any provision that is found to be invalid or in violation of any statute, rule, regulation, or common law shall be considered null and void, with the remaining provisions remaining viable and in effect.

9.35. Waiver

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

9.36. Survival

The provisions of this Agreement which by their nature are reasonably intended to survive the expiration of this Agreement shall so survive, including paragraphs 5, 10, 11, 15, 16, 17, 18, 21, 22, 23, 24, 25, 26, 27, 29, and 30, notwithstanding the termination or invalidity of any other portion of this Agreement for any reason.

9.37. Time

With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

9.38. Entire Agreement

This written contract, including all special provisions and attachments, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

9.39. Interpretation of the Agreement

This agreement was negotiated and drafted jointly by the parties, and it shall not be construed against either party in case of any dispute.

9.40. Special Conditions

In addition to the General Conditions of Lewis County contracts provided herein, Contractor shall comply with the special conditions included in Attachment F.

9.41. State Funding Conditions

This project is funded through a grant contract with the Department of Commerce using the Housing Trust Fund. The Contractor shall comply with all state funding conditions set forth in Attachment J.