



Facilities

CONTRACT

31-2416-E

WINLOCK SENIOR CENTER EXTERIOR ENVELOPE REMODEL

Lewis County



FACILITIES

Project: Winlock Senior Center Exterior Envelope Remodel, 31-2416-E

Effective Date: Monday, April 7, 2025

1. AGREEMENT

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

Project: Winlock Senior Center Exterior Envelope Remodel, Project #31-2416-E

Bid Price (with accepted alternates): \$56,149.00

CONTRACTOR acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Section 2.15, are totally and fully part of this contract and have been mutually negotiated by the parties and COUNTY would not have entered into agreement without said provisions.

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

CONTRACTOR:

LEWIS COUNTY

Title of Signatory
Authorized by the firm By Laws

By Alex Murray, Facilities Administrator

Mailing Address:

Approved as to Form Only:
Jonathan Meyer, Prosecuting Attorney

2. General Conditions Capital

2.1. 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. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

2.2. Accounting and Payment for Contractor Services

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B". 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".

2.3. 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"

2.4. 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".

2.5. 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.

2.6. 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

2.7. 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.

2.8. 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.

2.9. 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.

2.10. 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.

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

2.11. 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.

2.12. Modifications

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

2.13. 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.

2.14. 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.

2.15. 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.

2.16. 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.

2.17. 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.

2.18. 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.

2.19. 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 \$500.00 per day for every day past the agreed end date Saturday, May 31, 2025. 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.

2.20. 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 Owner. No payment or performance bond is required if the Contract Sum is \$35,000 or less and Contractor agrees that Owner may, in lieu of the bond, retain 50% of the Contract Sum for the period allowed by RCW 39.08.010. Bond shall be received prior to commencement of work.

2.21. 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.

2.22. 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.

2.23. 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.

2.24. 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.

2.25. 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.

2.26. Disputes

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.

A. 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.

B. 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.

2.27. 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.

2.28. 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.

2.29. 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.

2.30. 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, scribbles, 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.

2.31. 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: _____, _____, 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.

2.32. 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.

2.33. 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.

2.34. 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 2.5, 2.8, 2.11, 2.12, 2.13, 2.14, 2.15, 2.16, 2.17, 2.18, 2.19, 2.24, 2.26, 2.27, 2.28, 2.29, 2.30, 2.31, 2.32, 2.33, and 2.34, notwithstanding the termination or invalidity of any other portion of this Agreement for any reason.

2.35. Time

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

2.36. 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.

2.37. 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.

3. Special Conditions (Grant Funds) Capital

3.1. Definitions

The COUNTY is the recipient of CONTRACTOR'S services, and at all times acts through its Board of County Commissioners. The Contracting Officer of the COUNTY will be the Capital Facilities Manager, or his designee.

3.2. Contractor Registration

The CONTRACTOR agrees and covenants to furnish unto the COUNTY proper evidence that the CONTRACTOR has fully complied with the State Licensing Law.

CONTRACTOR shall include his contractor's license number in the space provided for CONTRACTOR INFORMATION this Agreement.

3.3. Non-Discrimination (Public Funds)

The CONTRACTOR should be aware that public funds are being used to assist in this project. During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, notice to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 or Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in a conspicuous place available to employees and applicants for employment.
4. The CONTRACTOR will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The CONTRACTOR will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of

the Secretary of Labor, or pursuant thereto, and will permit access to his books and records for purposes of investigation to ascertain compliance with such rules, regulations and orders

6. In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contract may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
7. The CONTRACTOR will include the provisions of Paragraphs (1) through (7) in every sub-contract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contract or vendor. The CONTRACTOR will take such action with respect to any sub-contract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with litigation with a sub-contractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

3.4. Original Specifications

It is hereby expressly agreed by and between the parties involved that in any matter, dispute, suit, or proceedings arising or in any way growing out of this contract in which it may be necessary to introduce into evidence the original of such specifications, that a printed copy thereof may be used in lieu thereof with like force and effect as though the original was produced.

3.5. Eight Hour Law and Payment for Labor

The CONTRACTOR agrees to comply with RCW chapter 49.28 providing that no laborer, workman or mechanic in the employ of the CONTRACTOR, sub-contractor, or other person doing or contracting to do the whole or any part of the work contemplated by this contract, shall be permitted or required to work more than eight (8) hours in any one calendar day, provided that, in cases of extraordinary emergency, such danger to life or property, the hours of work may be extended, but in such cases the rate of pay for time employed in excess of eight (8) hours of each calendar day shall not be less than one and one-half times the rate allowed for this same amount of time during eight (8) hours' service. Any work necessary to be performed after regular working hours, or Sunday or legal holidays shall be performed without additional expense to the COUNTY.

Notwithstanding the above provisions, a CONTRACTOR may enter into an agreement approved by the employees in which the employees may work up to ten (10) hours in a calendar day for not more than four (4) calendar days in a week.

CONTRACTOR further agrees that said contract is terminable in case the CONTRACTOR violates the provisions of such act.

The CONTRACTOR, and sub-contractors shall further verify that:

1. Contractor had not employed or retained any company or person (other than a full time bona fide employee working solely for the offeror) to solicit or receive this contract; and
2. Contractor has not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offeror) any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of this contract; and
3. Contractor has not been asked or otherwise coerced, whether expressed or implied, into contributing funds, for any purpose as a condition to doing business with the COUNTY.

It is further agreed that in case any dispute arises as to what are the prevailing wages for the work of a similar nature and such dispute cannot be adjusted by the parties involved, the matter shall be referred for arbitration to the Director of the Department of Labor & Industries of the State and his decision therein shall be final, binding, and conclusive on all parties.

4. To the extent applicable, the parties agree that this agreement and CONTRACTOR'S work does not create or imply a license agreement for the use of software, code, or a computer program. CONTRACTOR agrees that COUNTY shall have the sole and exclusive ownership of all rights, title, and interest in all software, written code, computer programs created or written by CONTRACTOR and that COUNTY has the right of unlimited use of the software, code and programs, including reproduction, modification and sale. CONTRACTOR denies any proprietary rights, including copyrights, trademarks, trade secrets, or intellectual property rights, to any software, code or program.
5. To the extent applicable, Contractor warrants that the computer code, software, or computer program installed by CONTRACTOR is not patented or copyrighted. CONTRACTOR will defend and indemnify the COUNTY from any

claim, cause or demand brought against the COUNTY based upon copyright or patent of the software, computer code, or computer program installed by CONTRACTOR.

3.6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The CONTRACTOR must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

3.7. AUDIT

The CONTRACTOR shall maintain its records and accounts so as to facilitate audits and shall ensure that subcontractors also maintain auditable records.

The CONTRACTOR shall include the above audit requirements in any subcontracts. In any case, the CONTRACTOR's records must be available for review.

3.8. RECORDS MAINTENANCE

The CONTRACTOR shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

CONTRACTOR shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

4. Exhibits

4.1. Exhibit A Scope of Work/Specifications

4. Scope of Work

4.1. General Requirements

- Obtain any required permits for work to be performed, including any City Right of Way Permits.
- Provide any barricades or other equipment to allow the public safe access to the building while work is in progress.
- Site is to be cleaned up and cleared of debris and potential safety hazards at the end of each workday.
- Landscaping shall be restored to its pre - construction status.
- Interior and exterior surfaces of the window(s) shall be cleaned prior to final payment being released.
- All debris from all stages of construction shall be removed and properly disposed of and the site is to be restored to its original condition.
- Any damage to the facility and the surrounding grounds caused by the contractor will be the responsibility of the contractor to repair to its original condition.
- Provide all warranty documents on workmanship upon completion of the project.
- Provide Lewis County with all O&M manuals, warranty information, and manufacturer literature.
- Provide the Lewis County with color charts and samples for all supplied materials.

4.2. Siding Demo and Install

-Full Tear-Off:

- Remove and dispose of up to (1) layer of existing siding down to the sheathing. All job-related debris will be cleaned up daily and disposed of.
- Inspect sheathing for defects and replace after Change Order (CO) has been approved.

Underlayment / Weather Proofing details:

- Install new house wrap according to manufacturer specifications. All seams and joints of house wrap to be sealed with flashing tape.
- Install color coordinated drip cap flashings over all windows and doors where applicable.
- Seal penetrations with seam tape prior to installation of new accessory channels, blocks, and siding.

Corner Trim:

- Install new 5/4 x 4" Hardie trim boards on vertical corners of building to provide a proper termination for siding panels.

Starter strip:

- Install custom fabricated starter strip at base of facility along bottom of sheathing to build out first course of siding to proper angle. Siding to overlap starter approximately 1/4" to hide starter.

Siding installation:

- Install new (James Hardie – 8.25" Wood Grain Hardi Plank Siding) according to manufacturer's specifications and best practices installation guidelines including the following:
- Panel fit: Custom fabricate planks for proper fit around openings and penetrations leaving Proper gaps for expansion and contraction.
- Field joints: All siding panel ends that terminate in the field must terminate on a stud. Any field butt joints will be factory finished / primed ends and not field cut ends.
- Field joint flashings: All field joints to have flashing installed behind joint to overlap over the top course below the joint and extend up past top of course where joint is being flashed.
- Joint Stagger: In the event of multiple field joints, joints will be staggered a minimum 32" from one course to the next per manufacturer's recommendations.
- Nailing: Corrosion resistant fasteners to be used and placed into studs at 16" or 24" on center with nails to penetrate studs a minimum 1 1/4" in accordance with manufacturer's installation guidelines. Nails to be installed approximately 3/4" to 1" down from top edge of the board and kept approximately 3/8" off of ends according to best practices installation guidelines.

- **Roof-to-Wall Clearance:** Keep a minimum 2” clearance at roof to sidewall transitions to help prevent moisture from wicking up behind panels. Cut edges of siding to be primed / painted prior to installation.
- **Horizontal flashing:** Leave a ¼” clearance over Horizontal flashings to allow moisture to weep out of the system.
- **Grade clearances:** Keep a minimum 6” clearance from grade / ground to 1st course of siding.
- **Transitions:** Leave 1/8” gap at all siding to trim transitions to allow for expansion and contraction and provide an area to caulk.
- **Caulking:** All siding to trim termination joints to be caulked with professional grade sealants (Quad) to prevent air and water infiltration

4.3. Window removal and Install

Removal:

Remove existing windows to rough opening.

Installed:

- Provided egress windows to the office and storage rooms if rough openings allow. All other windows let's match like for like if available with the following window specifications: [LowE, Argon gas filled, White interior, White exterior]

Substrate / Framing:

- Inspect substrate and frame for rotten or damaged wood and replace after CO has been approved.

Installation, Weather Proofing, Insulating, Sealing, and Flashing:

- Ensure that installation of each window unit to be plumb, square, and level. Shims and spacers to be installed to ensure window remains plumb, square, and level within opening.

- Window units to be fastened through the jambs or flange according to manufacturer specifications with corrosion resistant fasteners long enough to reach framing in order to ensure window remains in optimum installed position.
- Flash window rough opening per industry standards.
- Install sealant specially formulated for window to frame transition installed around perimeter of window to prevent air and water infiltration around the window perimeter to frame transition.
- Install Low Expansion spray foam insulation around perimeter of windows to fill the cavity between the window and frame to minimize transfer of heat and stop air and water infiltration around window.
- Replace the trim with 5/4 x4" Hardi around the newly installed windows.

4.4. Painting & Coating

- Remove dirt, powdery residue and foreign matter, ready for paint on exposed surfaces.
- Two (2) coats of finish to be applied according to Manufacturer's suggestions.
- Caulk and prep for paint per manufactures specifications.
- Repaint the facility with one body color and one Trim color (Colors: Body color is to be dark forest green. Trim color is to be a dark brown.)
- All surrounding vegetation, hard surfaces, etc. needs to be protected from any overspray.

4.2. Exhibit B

Compensation will be made in the amount of \$ _\$56,149.00__ plus Washington State Sales Tax and applicable permit fees upon completion of contract. Progress payments may be made at County's discretion upon County's approval of Contractor's invoices, to the extent that said invoices reflect the completion of project milestones by the Contractor (milestones are points at which significant components of the project have been completed and at which tangible project deliverables of material value have been received by the County).

Every contractor and subcontractor on contracts subject to prevailing wages are required by RCW 39.12.040 to file a Statement of Intent to Pay Prevailing Wages (Intent), which should be filed with L&I immediately after the contract has been awarded to the contractor and before work begins, if possible.

Intents must be submitted to, and approved by, L&I before any payments can be made to the contractor.

Contractors' Info

Name of Firm A.C.E. Improvements _____

Address PO Box 956 _____

City Auburn _____ State WA _____ Zip Code 98071 _____

Telephone 253-653-8170 _____ FAX _____

E-mail address: mahana.clipper@gmail.com _____

State of Washington Contractor's License No. CEIMPCE877QD _____

Federal Tax ID #83-2442670 _____

UEI# _____