

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT is entered into by and between McClure and Sons, Inc. (hereinafter the "Contractor") and the County of Lewis, Washington (hereinafter "Lewis County" or the "County"), for themselves, their officers, directors, executives, managers, employees, agents, attorneys, divisions, related and subsidiary entities, affiliates, successors and assigns (all of whom are collectively referred to as the "parties").

WHEREAS, the County awarded contract AIP No. 3-53-0078-009-2017 (the "Contract") to the Contractor; and

WHEREAS, certain controversies have arisen with respect to the performance and payment under the Contract (hereinafter the "Controversies"); and

WHEREAS, the parties reached an accord regarding the Controversies and the Contract Dispute, and now wish to commit the terms of their accord into this Settlement Agreement; and

WHEREAS, each party enters into the settlement freely and voluntarily;

NOW THEREFORE, in consideration of the premises and mutual promises contained herein, the parties agree as follows:

1. NO ADMISSION OF LIABILITY. Neither this Settlement Agreement nor anything contained within it shall be admissible in any proceeding as evidence of liability or wrongdoing on the part of either party. However, this Settlement Agreement may be introduced in any proceeding instituted to enforce its terms.

2. PROMISE TO PAY. In full resolution of the Controversies, County agrees pay to the Contractor the amount of \$34,216.00 dollars (the "Settlement Amount"). Such Settlement Amount includes all monetary remedies of any kind relating to the Controversies, including but not limited to, equitable adjustments, bonds, insurance, time, materials, sub-contracts and sub-contractors, interest, and any unpaid amounts in any prior invoices relating to the Contract.

3. PAYMENT. Payment will be made within 30 days of full execution of this Settlement Agreement by all parties.

4. TERMINATION OF CONTRACT. By reason of the parties' settlement, the Parties agree that upon full execution of this Settlement Agreement by all parties, the Contract shall be terminated.

5. MUTUAL RELEASE OF ALL CLAIMS. In consideration for their faithful performance of the terms of this Settlement Agreement, the parties, for themselves, their

successors, assigns, and in the case of the Contractor its subcontractors, do hereby relinquish, waive, release, acquit and forever discharge each other of and from any and all claims, disputes, actions, charges, contractual obligations, complaints, causes of action, rights, demands, debts, damages, or accountings of whatever nature, at law or in equity, known or unknown, asserted or not asserted, which they have now or may have in the future against one another, based on any actions or events which occurred prior to the date of this Settlement Agreement, including without limitation the aforesaid Controversies and those arising out of or related to the aforesaid Contract, any claims for delay, disruption and impact, any claims (including statutorily based claims) for attorneys' fees and costs incurred in connection with them, and any claims for interest, except as provided for in Paragraph 2 of this Settlement Agreement.

6. INDEMNIFICATION. Contractor agrees to indemnify, defend, and hold harmless the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses, expenses, costs and attorney's fees, arising out of any claim, suit, or demand of any sub-contractor relating to any sums owed, or allegedly owed, relating to the Contract.

7. BINDING EFFECT. This Settlement Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, successors, assigns and personal representatives.

8. NON-ASSIGNMENT. A party's rights under this Settlement Agreement may not be assigned without the express written consent of the other party, which consent may be given only in accordance with applicable law and regulation.

9. ADDITIONAL DOCUMENTS. The parties agree to execute whatever modification(s) of the Contract, invoices, and any and all other additional documents as may be reasonably necessary to carry out the terms, conditions and obligations of this Settlement Agreement.

10. INTEGRATION. This Settlement Agreement is entered into by each of the parties without reliance upon any statement, representation, promise, inducement, or agreement not expressly contained herein. This Settlement Agreement constitutes the entire agreement between the parties concerning the aforesaid settlement and release of claims.

11. SEVERABILITY. If any portions of this Settlement Agreement are held invalid and unenforceable, all remaining portions shall nevertheless remain valid and enforceable, to the extent they can be given effect without the invalid portions.

12. NEGOTIATED TRANSACTION. Each of the parties has participated in the negotiation of this Settlement Agreement. Accordingly, for all purposes, this Settlement Agreement shall be deemed to have been drafted jointly by the parties.

13. COUNTERPARTS. This Settlement Agreement may be executed in any number of copies, each of which shall be deemed to be a counterpart original.

14. REPRESENTATION OF AUTHORITY. Each person signing this Settlement Agreement hereby represents and warrants that he or she has the authority to bind the entity on behalf of which he or she has signed.

IN WITNESS WHEREOF, the parties hereto have executed this Settlement Agreement as of the date written below.

MCCLURE AND SONS, INC.

Signature

Ays McClone
Print Name

Phos
Title

12-30-19, 2019
Date Signed

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

Robert C. Jackson, Chair

Gary Stamper, Vice Chair

Edna J. Fund, Commissioner

LEWIS COUNTY PUBLIC WORKS

Josh Metcalf, Director of Public Works

_____, 2019
Date Signed

ATTEST:

Rieva Lester, Clerk of the Board

_____, 2019
Date Signed

APPROVED AS TO FORM:

JONATHAN L. MEYER

Deputy Prosecuting Attorney

Print Name _____