



proud past, promising future

CLARK COUNTY
WASHINGTON

GENERAL SERVICES

Office of Purchasing

NOTICE OF AWARD AND
AUTHORIZATION TO PROCEED WITH CONTRACT

March 26, 2015

The Reflector
PO Box 2020
Battle Ground, WA 98604

Dear Ms. Fossett:

On March 17, 2015 the Clark County Board of Councilors awarded your firm a contract for furnishing Annual Legal Advertising in accordance with the specifications of Clark County's Request for Bids #2614.

This is your authority to proceed with this contract. Kindly acknowledge this authorization by signing the appropriate line below and return this document to the Clark County Purchasing Office.

You have 10 days from the date of this award to present your performance bond. By acceptance you acknowledge that you have read and understand the contract documents, and hereby agree to furnish the specified goods and services at price and cost quoted. Please note that for construction bids and other bids involving labor we MUST be in receipt of a "Statement of Intent to Pay Prevailing Wages" signed by the Department of Labor & Industries BEFORE any payments can be made.

This document is a part of the contract between the undersigned and the County of Clark. Contract forms will follow as soon as possible.

Sincerely,

Michael Westerman, CPPO
Purchasing Manager

MW/bb

ACKNOWLEDGMENT

Signature

Typed Name

Title/Position



BID CONTRACT

THIS AGREEMENT, made and entered into this 16th day of April 2015
by and between Clark County, a political subdivision, hereinafter called the "Owner", and The Reflector
hereinafter called "Contractor,

WITNESSETH:

WHEREAS, the Board of County Commissioners of Clark County pursuant to the provisions of
the Revised Code of Washington, Section 36.32.120 (6) has the care of County property and the
management of County funds and business; and

WHEREAS, the Purchasing Department of Clark County established pursuant to Revised
Code 36.32.260 a Call for Bids for Annual Legal Advertising.

WHEREAS, the Board of County Commissioners of Clark County on the 10th day of March
2015, opened said bid and did on the 17th day of March 2015, accept the bid of the Contractor herein
as the lowest responsible bidder for Clark County Bid No.2614 for a line item price of \$1.02 cost per
line, first insertion, and for a line item price of \$.84 cost per line, 2nd insertion, and additional discounts
as depicted in the bid proposal submitted by The Reflector; therefore,

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN, THE
PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

ARTICLE I. THE WORK AND SERVICES

The Contractor for the consideration specified in the "Contract Documents" as enumerated
herein below, shall be in strict accordance with ALL of the provisions therein, perform all work and
provide all materials and/or such product called for by the Contract Documents.

ARTICLE II. DURATION

Work shall start approximately July 1, 2015 and be completed June 14, 2016.

ARTICLE III. CONTRACTOR

The Contractor shall provide and bear the expense of all equipment; work and labor of any sort
whatsoever that may be required for the transfer of materials and for constructing and completing the

work provided for in this contract and every part thereof, except such as are mentioned in the specifications to be furnished by Clark County.

ARTICLE IV. CONTRACT DOCUMENTS

The Contract Documents consist of this agreement, all conditions of Clark County Bid No. 2603 (general, special and supplementary and other conditions, drawings, specifications and addenda) and other documents listed below issued prior to the execution of this agreement and all modifications and change orders issued subsequent thereto. These form a contract and all are as fully a part of the contract as if attached to this agreement or repeated herein. An enumeration of the contract documents is set forth below.

1. The general, special and technical provisions of Clark County Bid No. 2614; and
2. This agreement; and
3. The bid proposal of the contractor herein dated March 6, 2015, signed by Christine Fossett, President/Publisher.
4. Where provisions of the Contract conflict with the provisions of the bid, the provisions of the bid will control.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The parties intend that an independent contractor relationship will be created by this agreement. The County is interested only in the results to be achieved, and the conduct and control of all services or work will lie solely with the Contractor. No agent, employee, servant or otherwise of the Contractor shall be or shall be deemed to be an employee, agent, servant or otherwise of the County for any purpose, and the employees of the Contractor are not entitled to any of the benefits that the County provides for County employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this contract. In the performance of the services herein contemplated, the Contractor is an independent contractor with the authority to control and direct the performance and details of the work. However, the County being interested only in the results obtained, require that all work

contemplated herein shall meet the approval of the County pursuant to the provisions of the bid under which the services and work were let to the Contractor.

ARTICLE VI. INDEMNIFICATION / HOLD HARMLESS

Contractor shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the County, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

ARTICLE VII. VENUE STIPULATION

This agreement has and shall be construed as having been made and delivered within the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of this agreement or any provisions hereto shall be instituted only in the Courts of competent jurisdiction within Clark County, Washington.

ARTICLE VIII. COMPLIANCE WITH LAWS

The Contractor in the performance of this agreement agrees to comply with all applicable federal, state and local laws, prevailing wage requirements, ordinances and regulations including but not limited to those pertaining to civil rights. The Contractor may not, without the prior written approval of the County, assign, sublet or transfer in whole or in part his interest in this agreement.

ARTICLE IX. INTEGRATION

This agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties. All parties have read and understand the above contract and now state that no representations, promises, or agreements not expressed by this agreement have been made to induce the other to execute the same.

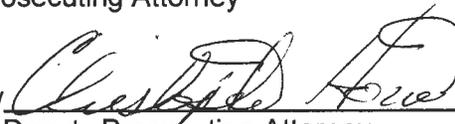
ARTICLE X. PUBLIC RECORDS ACT

Notwithstanding the provisions of this Agreement, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, Contractor agrees to maintain all records constituting public records and to produce or assist Clark County in producing such records, within the time frames and parameters set forth in state law. Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify Clark County by providing a copy of the request to the Clark County Public Records Officer.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the day and year set forth herein above.

Approved As To Form Only:

ANTHONY F. GOLIK
Prosecuting Attorney

By  _____
Deputy Prosecuting Attorney

 _____
Mark McCauley, County Administrator

By  _____
The Reflector