



CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement ("Agreement") is made as of this ____ day of _____ 2018 by and between INSPIRE DEVELOPMENT CENTERS, a Washington nonprofit Corporation (hereafter "Inspire") and _____, (hereafter referred to as "Contractor").

In consideration of the mutual promises and covenants contained herein, Inspire and Contractor agree as set forth below.

Section 1. Definitions.

(a) **Project.** Throughout this Agreement, the term "Project" shall refer to the construction services identified and defined as the "Project" in the Project Description, attached as Exhibit A.

(b) **Contract Documents.** The Contract Documents consist of and include:

- (1) This Agreement.
- (2) The Project Description, attached as Exhibit A.
- (3) All Exhibits referenced within or attached to this Agreement.
- (4) All drawings, maps, specifications and documents prepared by engineer(s) and architect(s) assisting with this Project, which relate to the Project.
- (5) All insurance and security required by operation of law or this Agreement.
- (6) All approved Change Orders (the form of which is attached as Exhibit B).
- (7) All applicable governmental and agency ordinances, standards, policies, regulations, resolutions, conditional approvals, rules and permit conditions, whether or not specifically named as part of the Contract Documents.

The Contract Documents form the contract between Inspire and Contractor, and all are incorporated into this Agreement. Unless specifically provided otherwise, if there is any conflict between the terms of this Agreement and the terms contained in the other Contract Documents, the terms of this Agreement shall prevail.

Section 2. Services. Inspire hereby retains Contractor to provide, and Contractor agrees to provide, the services related to the Project, as described in the documents attached to or referred to in this Agreement, including those stated in the Contract Documents, as well as additional services as mutually agreed to in writing among the Parties from time to time (herein collectively referred to as the "Work").

Section 3. Price and Payment Terms. The total amount Inspire shall pay to the Contractor for the Project and the Work shall be on a fixed price, lump sum basis (See 45 CFR 1303.55(b), as applicable), in the amount of \$ _____ (the "Project Price.") No increased payments will be made on account of any overtime hours worked by Contractor or its subcontractors. Contractor shall bill Inspire as it completes the Work on a monthly basis or in such other frequency as may be requested by Inspire, Inspire's lender, the U.S. Department of Health and Human Services, or any other source of Inspire's funding. Contractor's invoices shall specify each line item from the scope of work and the amount being billed towards that line item.

A final payment of \$ _____ (5% of the total Project Price if the preceding amount is not filled in) shall not be paid to Contractor until: (i) the Work has been completed; (ii) all materials have been provided to Inspire as required under Section 7 (Ownership of Materials); (iii) lien waivers and releases are received from all subcontractors and/or material suppliers and the Property is free of liens and pre-liens; (iv) a Certificate of Occupancy (as applicable) has been obtained; and (v) Inspire is generally

satisfied that the Work is sound and free of defects. Tender of final payment shall not operate as a waiver of Inspire's rights against the Contractor, or an acknowledgment that the Work performed is free of defects.

Section 4. Timeline. Inspire has or will provide a timeline schedule that reflects (as a duration from a start date) the durations of each phase of the Project and the end date for the completion of the Work. Contractor agrees to complete the Work within such timeline schedule, and further agrees to pay \$_____ per week for each week following the project completion date in which the Work has not been completed. **THE PARTIES ACKNOWLEDGE THAT THE ABOVE LIQUIDATED DAMAGES CLAUSE WAS SPECIFICALLY NEGOTIATED BETWEEN THE PARTIES AND THAT IN EACH PARTY'S REASONABLE ESTIMATION, SUCH AGREED AMOUNT REFLECTS A REASONABLE ESTIMATE OF THE DAMAGES THAT WILL BE CAUSED BY DELAY IN THE COMPLETION OF THE WORK.**

INITIALS:

The Contractor shall keep Inspire timely advised of the progress of the Work and shall within seven (7) days of any delay notify Inspire in writing of such delay, and the causes therefore, which may prevent the Work from being completed within the specified timeline. In the event of any delay caused by Contractor or any subcontractor, or a delay that was reasonably avoidable, Contractor shall do all in its power to speed up construction activity so as to comply with the approved timeline, without any additional charge to Inspire.

Section 5. Revisions. Contractor shall provide, at no additional cost to Inspire, revisions to any plans, specifications or documents as may be requested by any of the approving agencies having jurisdiction over the Work as necessary to conform to technical requirements and standards of the approving agency. Contractor will minimize the need for any revisions by investigating the design criteria and preferences of all approving agencies prior to beginning the Work. Revisions to any plans, specifications or documents, when requested by Inspire, to the extent they actually cause an increase in the costs of the Contractor, shall be documented in a Change Order as described in Section 6.

Section 6. Change Orders.

No change to the Work will act to modify the Contract Documents unless and until the parties sign a written Change Order in the form attached as **Exhibit B**. Changes in the Work or Contract Documents require a Change Order even if cost or time are not affected. A Change Order will become effective when approved and executed by Inspire and the Contractor. **The parties acknowledge that approval of any Change Order that changes the scope or objective of a project or would materially alter the costs, by increasing the amount of grant funds needed to complete the project, must also be approved by the responsible official of the U.S. Department of Health and Human Services, as applicable (see 45 CFR 1305.55(c)).**

Upon receipt of an approved Change Order, the Contractor shall proceed with the ordered work. Changed work shall be executed under the conditions of this Agreement except that any claim for extension of time and/or additional costs caused thereby shall be adjusted at the time of ordering such change or extra work.

The following do not constitute a change in the Work and shall not affect the amount that Inspire pays to the Contractor: (i) alterations or additions required for operability, maintenance and/or safety; and (ii)

corrections made necessary due to Contractor (or any of its subcontractor's) noncompliance with instructions and/or specifications included in the Agreement and Contract Documents.

Contractor shall be liable for any and all losses, costs, expenses, damages, and liability of any nature whatsoever arising out of any change or modification it makes without written direction or authorization from Inspire. It is further understood that no change, modification to, or deviation from the Contract Documents shall release or exonerate, in whole or in part, any insurance or any surety given in connection with the Project, and no notice is required to be given by Inspire to such insurance or surety companies of any change, modification, or deviation. For any disputes regarding a change order, the dispute resolution provisions of Section 18 shall apply.

Section 7. Ownership of Materials. Upon payment in full of the Purchase Price, all materials produced or purchased at Inspire's expense by Contractor, or its approved advisory and support contractors, including but not limited to documents, reports, drawings, written material and other work papers and all copies, reproductions, summaries or abstracts thereof, shall be the property of Inspire regardless of whether Inspire takes actual physical possession of the same. Contractor, or its advisory and support contractors, shall not provide said materials to any other party or persons without the express written consent of Inspire.

Section 8. Performance Reviews/Access to Work Site. At all times during this Agreement, Inspire and, as applicable, the responsible official of the U.S. Department of Health and Human Services (or his or her designee), shall have access at all reasonable times to the Project and site of all Work to monitor the progress of the work and for inspections (See 45 CFR 1303.55(d)).

Section 9. Permits and Licenses. Contractor shall obtain all permits and licenses required to perform the Work and required to use drawings, plans, photographs, copyrighted materials, art work, or any other property or rights belonging to third Parties that are required for use in performing the Work. Inspire agrees to cooperate with Contractor in obtaining permits needed to complete the Work, including any extra work approved pursuant to a Change Order.

Section 10. Guaranties and Warranties. Contractor warrants and guaranties that the Work shall be first class in every particular and free from defect in materials, construction and workmanship. Contractor further warrants and guaranties that all material, appliances and fixtures, which become part of the work, shall be new (unless otherwise agreed by Inspire in writing). Contractor further warrants and guaranties that it shall obtain from subcontractors and vendors, and cause to be extended to Inspire, the best possible warranties and guaranties of third party manufactured equipment, appliances, materials and fixtures.

Contractor further warrants and guaranties all of the Work for one year after its receipt of final payment. Contractor agrees to perform, or have performed, corrections to remove any defects and/or deficiencies identified by Inspire during said one-year period, without any added charge to Inspire.

Contractor further represents, warrants, and agrees as follows:

- (a) The Work is comprised of professional services and shall be rendered by qualified and competent professionals experienced in rendering professional services of the same type and shall perform in a manner consistent with the level of care, skill, practice and judgment exercised by other professional contractors performing services of a similar nature under similar circumstances and geographical area.
- (b) Contractor is properly licensed to perform the Work.

- (c) Contractor has the required skills and capacity to perform, and shall perform, the Work in a professional manner using sound engineering principles, project management procedures and supervisory procedures in accordance with accepted industry standards.
- (d) Contractor shall take action to ensure that the Work continuously and diligently moves forward, and that those performing the work are qualified and competent and using their best effort to timely complete the Work in a top-quality manner.
- (e) Contractor has inspected the Work site and surrounding locations and is familiar with the conditions thereof related to the performance of the Work and accepts them for such performance.
- (f) Contractor is knowledgeable about all legal, licensing and permit requirements related to completion of the Work.
- (g) Contractor shall maintain the Work site free of waste material and rubbish and clear all areas of temporary structures, surplus material, equipment and tools upon completion.
- (h) Contractor shall provide reasonable safeguards for the protection of all aspects of the Work and of all persons and property including Inspire's property.
- (i) Contractor agrees to accept responsibility as a principal for its subcontractors and suppliers.
- (j) All Work will be performed by duly licensed professionals in accordance with all applicable Federal, State and local laws, ordinances, rules, regulations, standards and orders.
- (k) From commencement of this Agreement through completion of the Work, Contractor shall be responsible for, and shall not subject Inspire to any charge for, loss or damage caused by frost or freezing, loss due to disappearance or inventory shortage, infidelity of Contractor or subcontractor workers/employees, any error or delay in the Work required under this Agreement.
- (l) Contractor agrees to fully and in good faith comply with all other provisions/requirements of this Agreement.

Section 11. Insurance Requirements. Contractor shall maintain General Liability Insurance covering public liability, property damages and Contractor's contractual liability hereunder (including, but not limited to, work performance and operation of automobiles, trucks, and other vehicles) in amounts not less than \$2,000,000 General Aggregate (2) \$2,000,000 Products-Completed Operations Aggregate; (3) \$1,000,000 Professional Liability coverage (4) \$2,000,000/ \$1,000,000 per occurrence against liability for damages because of injuries (including death) suffered by persons and in an amount of not less than \$1,000,000/\$550,000 per occurrence against liability for damages to property, protecting Contractor and Inspire. All such certificates of insurance will designate Inspire as an additional insured. The additional insured endorsement must provide on-going as well as products-completed operations hazard coverage and an endorsement providing that such insurance is primary insurance as to Inspire and that any other insurance maintained by Inspire is excess and non-contributing with the insurance required hereunder. Contractor also agrees that coverage afforded shall include a waiver of subrogation in favor of Inspire.

Section 12. Default. Failure of Contractor to perform Contractor's obligations, or any of them, or to fully comply with any covenants, conditions and provisions in this Agreement shall constitute a default. In the event of such default, Inspire shall give a notice to Contractor and shall direct Contractor to cure said default within thirty (30) days or such longer time as determined by Inspire. If Contractor fails to

cure the default within the time specified, Inspire may, at its option, pursue one or more of the following remedies, all of which shall be cumulative. These remedies are in addition to any of the remedies which Inspire may have according to law and in addition to any liquidated damages provision contained in any of the Contract Documents. Inspire may:

- (1) Terminate this Agreement;
- (2) Commence a proceeding for damages arising out of such breach, including consequential damages flowing therefrom, if any;
- (3) Withhold the payment of any money due Contractor to the extent required to protect Inspire; and/or
- (4) Pay or withhold from money due Contractor all sums due or allegedly due any persons, firms, or other entities to whom Contractor may be obligated where such obligations are attributable to the Work when such obligations are, or might become a lien upon the property.

Section 13. Indemnification.

(a) Contractor agrees to indemnify and hold harmless Inspire, including officers, employees, agents, partners, members, directors, contractors, affiliates, affiliated parent and subsidiary companies, successors and assigns, and each of them, and the Work (individually, an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all claims, causes of action, liabilities, losses, costs, damages and/or expenses in law or equity (including, reasonable attorney's fees and expenses) of every kind and nature whatsoever (collectively, the "Claims"), directly or indirectly arising out of or in connection with the breach of this Agreement by Contractor, the Work hereunder, any other work performed by Contractor pursuant to this Agreement, or by the negligence, gross negligence, or willful misconduct of Contractor by anyone for whose acts Contractor may be liable. **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.**

(b) The provisions of this Section 13 shall survive any termination of this Agreement and are in addition to and not in limitation of any other indemnification obligations of Contractor.

(c) Pursuant to the indemnification obligations of Contractor under this Section 13 and elsewhere in this Agreement or the Exhibits hereto (collectively, the "Indemnification Obligations"), in the event Inspire is served with, or becomes aware of, any Writ of Attachment, Writ of Execution, Stop Notice, Notice of Levy (Federal or State), or other lien or legal process for any debt or alleged debt of Contractor, Inspire shall be entitled to keep and retain any and all monies then due Contractor for any Work and materials furnished and/or previously billed and approved but unpaid to Contractor in connection with this Agreement. It is understood and agreed that the purpose of this retention is solely to guarantee that Inspire shall have sufficient funds with which to complete Contractor's obligations under this Agreement, if the suit or levy out of which the above legal process arose should make it difficult or impossible for Contractor to finish the Work.

Section 14. Waiver. The failure of Inspire to require the strict performance of any provisions of this Agreement in any one or more instances, or to exercise its rights hereunder or at law or equity, shall not be construed as and shall not constitute a waiver or relinquishment of any such provision or rights, and such provisions and rights shall continue in full force and effect.

Section 15. Labor and Expense Records. Contractor agrees that it will maintain records and books of account reflecting all expenses, reimbursements, fees and other charges invoiced to Inspire, including supporting documentation, according to generally accepted accounting principles consistently applied for a period of at least two (2) years after the Work is completed or terminated, and that Inspire shall have the right to inspect and audit such books, records and supporting documentation at Contractor's office, including any and all correspondence, contracts, books, accounts, and other materials prepared or held by Contractor that are directly related to its performance of the Work. If any overcharges are discovered, Contractor agrees to refund promptly the overcharge to Inspire. Contractor agrees that it will keep an accurate labor record, showing the name, work classification, hours worked each day and week, and the hourly billing rates for each worker employed by it in connection with the Work. These labor records shall be made available for inspection by Inspire at all reasonable hours at the principal office of the Contractor and shall be certified by the Contractor if requested by Inspire for all Work performed.

Section 16. Federal Requirements

(a) **Equal Employment Opportunity Obligations.** During the performance of this Agreement, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, 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 setting forth the provisions of this nondiscrimination 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, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

4. 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, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Contractor's books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(b) **Compliance with Davis-Bacon Act (Prevailing Wage Law).** During the Contractor's performance under this Agreement, the Contractor agrees to fully comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5). Contractor acknowledges that it is fully aware of such rules and regulations and will act in full compliance with such rules and regulations including, but not limited to: (1) paying wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination by the Secretary of Labor, and (2) paying wages not less than once a week. Contractor acknowledges that a condition to acceptance of this Agreement and being selected to perform the Work is full acceptance of the wage determination issued by the Secretary of Labor issued to Contractor as part of the solicitation for the Work.

(c) **Compliance with Copeland "Anti-Kickback" Act.** During the Contractor's performance under this Agreement, the Contractor agrees to fully comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR part 3). Contractor acknowledges that it is fully aware of such rules and regulations and will act in full compliance with such rules and regulations including, but not limited to, being prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Contractor further acknowledges that Inspire must report all suspected or reported violations of the Copeland "Anti-Kickback" Act to any Federal Agency awarding funds used pursuant to this Agreement.

(d) **Compliance with Contract Work Hours and Safety Standards Act.** During the Contractor's performance under this Agreement, the Contractor agrees to fully comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Contractor acknowledges that it is fully aware of such rules and regulations and will act in full compliance with such rules and regulations including, but not limited to: (1) computing the wages of every mechanic and laborer on the basis of a standard work week of 40 hours; (2) ensuring that workers performing labor in excess of the standard work week are compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week; and (3) ensuring that no laborer or mechanic is required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

(e) **Compliance with Clean Air Act and the Federal Water Pollution Control Act.** During the Contractor's performance under this Agreement, the Contractor agrees to fully comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q), as amended and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended. Contractor acknowledges that it is fully aware of such rules and regulations and will act in full compliance with such rules and regulations. Contractor further agrees to report all violations of the Clean Air Act and the Federal Water Pollution Control Act to Inspire, any applicable Federal awarding agency associated with the Work, and the Regional Office of the Environmental Protection Agency (EPA).

(f) **Debarment and Suspension.** Contractor represents and warrants that: (1) it and all its subcontractors have not been suspended or in any way excluded from federal procurement actions by any federal agency and that it and its subcontractors are not listed on the government-wide exclusions in the federal System for Award Management (SAM); and (2) contractor fully understands that if information contrary to this representation and warranty subsequently becomes available, such evidence may be grounds for immediate termination of this Agreement. See OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

Section 17. Miscellaneous

(a) **Defunding.** If federal, state, or other funding received by Inspire for carrying out this Agreement is reduced, leaving Inspire without funds to adequately continue this Agreement, as determined by Inspire, Inspire may terminate this Agreement upon written notice to Contractor, at which time the Contractor will cease all Work until otherwise notified by Inspire. Upon such termination, Contractor shall submit to Inspire a final invoice with the information required for invoices detailed in Section 3, above, for all Work completed and for which Contractor has not received compensation, which invoice shall be paid by Inspire within 90 days of receipt (unless such invoice is disputed by Inspire, at which time the dispute resolution provisions of Section 18 shall apply).

(b) **Transfer/Assignment.** Inspire may assign its interest in this Agreement to a responsible federal agency (currently the Administration for Children and Families in the U.S. Department of Health and Human Services) for such agency's assignment to or its designation of any interim or replacement party to this Agreement. Except as provided above, this Agreement may not be assigned by either party without the written consent of the other party.

(c) **Notices.** All notices required to be given under this Agreement shall be given to the other party in writing and by personal delivery, fax, or certified mail with return receipt requested, to the address of each party given in this Section. Notice given by personal delivery shall be effective when received and notices by certified mail or fax shall be effective when transmitted or deposited in the United States mails, postage prepaid.

TO INSPIRE DEVELOPMENT CENTERS:

CEO
Inspire Development Centers
105 "B" South 6th Street
Sunnyside, WA 98944

TO THE CONTRACTOR:

(d) **Independent Contractor.** Contractor is an independent contractor in the performance of its duties under this Agreement. The detailed methods, manner and means of conducting the Work shall be under the complete control and direction of Contractor.

(e) **Safety and Environmental Reporting.** Contractor shall abide by the safety program(s) applicable to each work site and comply with all applicable safety and health laws and regulations including, but not limited to, the standards and regulations promulgated by the Secretary of Labor under the Occupational Safety and Health Act of 1970 (OSHA) and any other legislation enacted for the safety and health of Contractor's employees.

Contractor shall notify Inspire immediately, by telephone with prompt confirmation in writing, of any injuries that occur to its employees, subconsultants or subcontractors in connection with this Agreement and shall provide Inspire with reports of these injuries as Inspire shall deem necessary including, but not limited to, copies of all reports and other documents filed or provided to Contractor's insurers and the agencies having jurisdiction in connection with injuries or fatalities.

Contractor shall also report to Inspire any threatened or environmental claim, the release of any hazardous waste on the real property collateral and any clean up of any hazardous waste, and any discovery of any occurrence or presence of any hazardous waste.

(f) **Amendment.** This Agreement may be amended only by the written agreement of the parties.

(g) **Entire, Integrated Agreement.** This Agreement constitutes the entire, integrated agreement of the Parties with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter.

(h) **Binding Agreement.** This Agreement shall extend to, be binding upon and inure to the benefit of any executor, administrator, successor, heir and assign of the Parties hereto.

(i) **Governing Law and Venue.** This Agreement shall be governed by and construed under the laws of the State of Washington. Any action to enforce this Agreement shall be brought in Yakima County, Washington. The party prevailing in any proceeding arising under this Agreement shall be entitled to recover its reasonable attorney's fees and expenses in addition to costs of suit, mediation and arbitration and such other recovery and relief as may be authorized by law.

(j) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall together constitute one and the same instrument.

(k) **Invalidity.** Should any provision of this Agreement be determined to be invalid, ineffective, illegal, void, voidable or unenforceable in any respect under present or future laws, then the provisions shall be reformed by the court to be as close to the intent of such provision as is enforceable and the remainder of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

(l) **Hazardous Materials.** Contractor shall maintain possession of and be responsible for the removal and disposal of all hazardous materials generated by or resulting from Contractor's Work. Contractor shall comply with the provisions of any federal, state, or local statute, ordinance, or regulation (or any other applicable rule or law) governing the handling, treatment, or storage and disposal of hazardous wastes and pollutants.

(m) **Cooperation with Funding Sources.** Contractor agrees to cooperate fully with Inspire in complying with all reasonable provisions in agreements, if any, which Inspire may enter into in connection with the Work and the Property. Upon request by Inspire and as part of the Work, Contractor shall provide certifications to or furnish any party with reports and documents which require information developed by the Contractor while performing the Work.

Section 18. Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, the parties shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 30 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled as determined or agreed by the parties, including, but not limited to mediation, binding arbitration, or litigation. The parties agree that the venue for any litigation, mediations, or arbitrations arising out of this agreement shall be in Yakima County, Washington.

ACCEPTED AND AGREED as of August ____, 20__

Inspire Development Centers, a Washington Nonprofit Corporation:

By: Jorge Castillo, CEO

CONTRACTOR:

[Insert Name]

By: _____

Print Name: _____

Title: _____

EXHIBIT "A"
Project Description

As referred to in this Agreement, the "Project" shall include all of the following:

- 1.

EXHIBIT "B"
CHANGE ORDER

No. **1**

DATE OF ISSUANCE: _____ **(Insert Date)*

EFFECTIVE DATE: _____ **(Insert Date)*

OWNER _____
 CONTRACTOR _____ **(Insert Contractor Name)*
 CONTRACT _____ **(Insert Contract Name)*
 PROJECT _____ **(Insert Project Name)*

Contractor is directed to make the following changes in the Contract Documents:

Description: **(Insert Description of Change)*

Reason for Change Order: **(insert Reason for Change)*

Attachments: (List documents supporting change) - **(Insert Attachments)*

CHANGE IN CONTRACT PRICE:
Original Contract Price \$0.00
Net Increase (Decrease) from Previous Change Orders \$0.00
Contract Price Prior to this Change Order \$0.00
Net Increase (Decrease) of this Change Order \$0.00
Contract Price with all Approved Change Orders \$0.00

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net Change from Previous Change Orders: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Contract Times Prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net Increase (Decrease) this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Contract Times with all Approved Change Orders: Substantial Completion: _____ Ready for final payment: _____ (days or dates)

APPROVED:
 By: _____
 Inspire Development Centers (Authorized Signature)
 Date: _____

ACCEPTED:
 By: _____
 Contractor
 Date: _____