Bid Form

Wishkah Valley School District #117
Upper Gym Walls and Flashing Repairs

To: Wishkah Valley School Board

Having carefully examined the scope of work, building specifications, and drawings entitled Wishkah Valley School Upper Walls and Flashing Repairs, as well as the premises and conditions affecting the work, the Undersigned states he/she has the means to furnish all labor, material and equipment to perform all the work required by and in strict accordance with the above-named Contract Documents for the following sums:

1. **BASE BID**

   For the Base Bid, as defined in the Scope of Work: $______________________________

2. **ALTERNATE BIDS**

   2.1 **ALTERNATE NUMBER ONE**

   Provide a unit cost based on 100 square feet to remove and replace dry rot damaged wood decking – 2.6 T&amp;G fir decking spanning from beam to beam as defined in scope of work:

   Add:

<table>
<thead>
<tr>
<th>Unit</th>
<th>Quantity</th>
<th>Price Per Unit</th>
<th>Total Unit Cost #1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Square Foot</td>
<td>100</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

   2.2 **ALTERNATE NUMBER TWO**

   Provide a unit cost for removal and replacement of interior wall finishes on the upper parts of the Gymnasium walls, and the Library/Intervention walls. Base this on a 250 square foot minimum quantity as defined in scope of work.

   Add:

<table>
<thead>
<tr>
<th>Unit</th>
<th>Quantity</th>
<th>Price Per Unit</th>
<th>Unit Cost #2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Square Foot</td>
<td>250</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

   2.3 **ALTERNATE NUMBER THREE**

   Provide a unit cost for the abatement of asbestos ceiling tiles and for abatement of gypsum wall board containing asbestos. Assume 1,000 square feet as the minimum quantity.

   Add:

<table>
<thead>
<tr>
<th>Unit</th>
<th>Quantity</th>
<th>Price Per Unit</th>
<th>Total Unit Cost #3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Square Foot</td>
<td>1000</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

   2.4 **ALTERNATE NUMBER FOUR**

   Provide a unit cost of abatement of lead-based paint on the interior of the building. Assume a minimum quantity of 1,000 square feet.
3. **EXISTING CONDITIONS**

   □ By checking this box, the Undersigned confirms that he/she, and principal subcontractors, have physically inspected the premises and have familiarized themselves with all existing conditions.

4. **NON-COLLUSION AFFIDAVIT**

   □ By checking this box, the Undersigned confirms that he/she has completed the **NON-COLLUSION AFFIDAVIT found in APPENDIX A** and has attached said document to the Bid Form.

5. **SALES TAX**

   None of the above prices include state sales tax.

6. **TIME OF COMPLETION**

   The Undersigned agrees, if awarded the Contract, to achieve substantial completion of the Work included in Base Bid and Alternates by **August 21, 2023**.

7. **LIQUIDATED DAMAGES**

   The Undersigned acknowledges and agrees to abide by all provisions of the “**Liquidated Damages** found in APPENDIX B. The Undersigned further agrees to pay the Owner, as liquidated damages, the sum of **($500) five hundred dollars** for each consecutive calendar day that he/she exceeds the calculated date of substantial completion.

8. **CONTRACT & BONDS**

   Should the Undersigned be notified of the acceptance of this Bid within (15) days after the time set for opening bids, he/she agrees to execute a contract **APPENDIX E** for the above Work, for a compensation computed from the above sums, and to furnish performance, payment and maintenance bonds as required by the Contract Documents.

9. **RESPONSIBILITY MATTERS**

   The Undersigned understands that he/she will be required to submit the following documents after award of the Contract:

   1. Certification Regarding Responsibility Matters/Criteria Listed in **APPENDIX C**.
   2. Certification of Compliance with Wage Payment Statutes.

10. **ADDENDA**

    Receipt of the following Addenda to the Contract Documents is acknowledged:

    | Addendum No. | Date | Addendum No. | Date |
    |--------------|------|--------------|------|

Name of Bidder: ____________________________

Title: ____________________________
APPENDIX A NON-COLLUSION AFFIDAVIT

This Affidavit properly executed must accompany all proposals.

State of Washington

County of Grays Harbor

Being duly sworn, deposes and says, that he is the identical person who submitted the foregoing proposal or bid, and that such bid is genuine and not sham or collusive or made in the interest or on behalf of any person hot thereon named, and further, that the deponent has not directly or indirectly induced or solicited any other bidder on the foregoing work or equipment to put in a sham bid, or any other person or corporation to refrain from bidding, and that deponent has not, in any manner, sought by collusion to secure himself, or to any other person, an advantage over any other Bidder or Bidders.

Company Name: _________________________

Signature: ______________________________

Title: __________________________________

Subscribed and sworn to before me this _________ day of ___________________________.

Notary Public in and for the State of Washington, residing at __________________________

Print Name: _________________________________

Signature: _________________________________
APPENDIX B LIQUIDATION DAMAGES

TIME OF COMMENCEMENT, COMPLETION, AND LIQUIDATED AND ACTUAL DAMAGES

3.01 Subject to paragraph 3.02, Contractor shall prosecute and complete the Work in accordance with the Work Completion Dates and Liquidated Damages provisions set forth below. By executing this Agreement, Contractor acknowledges the reasonableness of the Work Completion Dates.

3.02 Contractor shall not commence performance of any Work under this Contract until Contractor’s receipt of a written notice to proceed from Owner (the “Notice to Proceed”) and satisfaction of all conditions stated therein. Owner’s failure to issue the Notice to Proceed within ninety (90) days after bid opening shall be treated as a change within the provision of the Contract for Construction. The Notice to Proceed will authorize Contractor to start performance under the Contract but will not allow Contractor to commence construction at the site.

3.03 The Owner will provide Contractor with a separate authorization to commence construction at each site. Dates for the Work to be performed under this Contract are as follows:

- Notice to Proceed Date: On or about May 15, 2023
- Site Access for Commencement of Construction: On or about June 19, 2023
- Substantial Completion: Not later than August 21, 2023
- Final Completion: Not more than 30 days later than Substantial Completion

3.04 Time is of the essence in this Contract. Owner will suffer serious and substantial consequential damages if the Work is not completed in accordance with paragraph 3.03. However, it would be difficult if not impossible to determine precisely the amount of such damages. The Contractor therefore agrees that, from the compensation otherwise to be paid, for each calendar day of delay beyond the aforementioned Substantial Completion Date, the following liquidated damages amounts shall apply:

Building Liquidated Damages Amount: $500/calendar day

These sums are agreed upon as the liquidated damages which the Owner will sustain in the case of the failure of the Contractor to achieve Substantial Completion within the Contract Time, and this sum is not construed as a penalty, but as a reasonable estimate of the Owner’s actual damages.

3.05 The above provision for liquidated damages is intended to be in lieu of Contractor’s liability for consequential damages sustained by Owner by reason of Contractor’s delay in reaching Substantial Completion on the date set for Substantial Completion. This provision shall not relieve or release Contractor from liability occasioned by other breaches or defaults under this Contract, nor shall it limit Owner’s rights to terminate the Contract for cause pursuant to the General Conditions or to pursue any other remedy, under the Contract or otherwise.

3.06 In addition to the foregoing provisions for liquidated damages regarding failure to achieve timely Substantial Completion and any other rights of Owner hereunder or by law, it is agreed that Owner may recover its actual damages (including direct architectural, administrative and other related costs attributable to the Project), as a result of any delay by Contractor in reaching Final Completion within the time specified in Paragraph 3.03 above.

3.07 The fact that Contractor is liable for liquidated damages does not give Contractor an option to pay such damages in lieu of progressing with the Work on a reasonable, expeditious basis. Failure to make reasonable progress, at any time, is a basis for termination for cause. Election by the Owner not to terminate shall not affect Owner’s right to assess liquidated damages and/or to terminate the Contract at a later time.
APPENDIX C RESPONSIBILITY MATTERS/CRITERIA

Before award of a public works contract, a bidder must meet the following responsibility criteria to be a responsible bidder and qualified for award of a public works project. The bidder must:

1. At the time of bid submittal, have a certificate of registration in compliance with chapter 18.27 RCW;

2. Have a current state unified business identifier number;

3. If applicable, have industrial insurance coverage for the bidder’s employees working in Washington as required in Title 51 RCW; an employment security department number, as required in Title 50 RCW; and a state excise tax registration number, as required in Title 82 RCW;

4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3);

5. If bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes, as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation;

6. Until December 31, 2013, not have violated RCW 39.04.370 more than one time as determined by the department of labor and industries; and

7. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW (before award of a contract, a bidder shall submit to the district a signed statement in accordance with RCW 9A.72.085 verifying under penalty of perjury that the bidder is in compliance with the responsible bidder criteria requirement of this subsection).

8. In addition to the bidder responsibility criteria, the district may adopt relevant supplemental criteria in accordance with RCW 39.04.350(3) for determining bidder responsibility, applicable to a particular project with which the bidder must meet.
The contract for the work or purchase shall be awarded to the lowest responsible bidder as described in RCW 39.26.160(2), but the board may by resolution reject any and all bids and make further calls for bids in the same manner as the original call.

In determining whether the bidder is a responsible bidder under RCW 39.26.160(2), the district must consider the following elements:

1. The ability, capacity, and skill of the bidder to perform the contract or provide the service required;

2. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;

3. Whether the bidder can perform the contract within the time specified;

4. The quality of performance of previous contracts or services;

5. The previous and existing compliance by the bidder with laws relating to the contract or services;

6. Whether, within the three-year period immediately preceding the date of the bid solicitation, the bidder has been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated any provision of chapter 49.46, 49.48, or 49.52 RCW, as defined in RCW 49.48.082. Before awarded a contract, a bidder shall submit to the district a signed statement in accordance with RCW 9A.72.085, verifying under penalty of perjury that the bidder is in compliance with the responsible bidder criteria requirement of this subsection of RCW;

7. The district may secure such other information as may have bearing on the decision to award the contract.
APPENDIX E FORM OF AGREEMENT

WISHKAH VALLEY SCHOOL DISTRICT CONTRACTOR AGREEMENT

THIS AGREEMENT, is made and entered into in duplicate this _____ day of __________ 2023, by and between the Wishkah Valley School District, a Washington municipal corporation, hereinafter referred to as the “District” and ______________________________________, hereinafter referred to as the “Contractor.”

WITNESSETH:

WHEREAS, the District desires to have certain public works performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, the Contractor represents that the Contractor is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the work, services and/or tasks set forth in this Agreement;

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. SCOPE OF WORK.

The Contractor shall perform such work and accomplish such tasks, including obtaining permits and furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Contractor responsibilities throughout this Agreement and as detailed in Exhibit A, hereto, “Wishkah Valley Upper Walls and Flashing Repairs,” and Exhibit B, hereto, the Project Bid Form the Contractor submitted for its bid on the Project, attached hereto and incorporated herein, and the terms and conditions of this Agreement (the “Project”).

2. TERM.

The Project shall begin on June 19, 2023, and shall be substantially completed no later than August 21, 2023, unless sooner terminated according to the provisions herein.

3. COMPENSATION AND METHOD OF PAYMENT.

A. Payment for work completed under the contract documents, subject to documentation of said work and retainage requirements as provided herein, shall be due 30 days after July 15, and 30 days after substantial completion, with the balance 30 days after final acceptance, subject to receipt of all necessary releases of state agencies and status of any claims regarding the Contract, unless otherwise permitted by law and approved in writing by the District.
B. No payment shall be made for any work rendered by the Contractor except for work identified and set forth in this Agreement.

C. The District shall pay the Contractor for work performed under this Agreement pursuant to accepted bid/proposal attached hereto as Exhibit “B” and by this reference incorporated herein.

D. The Contractor shall submit to the District a voucher or invoice for services rendered. The District shall initiate authorization for payment after receipt of said approved voucher or invoice and shall make payment to the Contractor within thirty (30) days of confirmation that such work has been completed in accordance with this Agreement.

4. REPORTS AND INSPECTIONS.

A. The Contractor at such times and in such forms as the District may require, shall furnish to the District such statements, records, reports, data, and information as the District may request pertaining to matters covered by this Agreement. All of the reports, information data, and other related materials, prepared or assembled by the Contractor under this Agreement and any information relating to personal, medical and financial data will be treated as confidential insofar as is allowed by Washington State laws regarding disclosure of public information, Chapter 42.56, R.C.W. Generally, Chapter 42.56, R.C.W. requires disclosure of all but the most personal and sensitive information in District hands.

B. The Contractor shall at any time during normal business hours and as often as the District or State Auditor may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the District or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The District shall receive a copy of all audit reports made by the agency or firm as to the Contractor’s activities. The District may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Contractor’s activities which relate, directly or indirectly, to this Agreement.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. The parties intend that an independent contractor relationship will be created by this Agreement. The District is interested primarily in the results to be achieved; subject to paragraphs herein, the implementation of work and/or services will lie solely with the discretion of the Contractor. No agent, employee, servant or representative of the Contractor shall be deemed to be an employee, agent, servant or representative of the District for any purpose, and the employees of the Contractor are not entitled to any of the benefits the District provides for its employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

B. In the performance of the work herein contemplated the Contractor is an independent contractor with the authority to control and direct the performance of the details of the work; however, the results of the work contemplated herein must meet the approval of the District and shall be subject to the District’s general rights of inspection and review to secure the satisfactory completion thereof.
6. CONTRACTOR EMPLOYEES/AGENTS.

The District may in its sole discretion require the Contractor to remove an employee(s), agent(s) or servant(s) from employment on this Project. The Contractor may however employ such individual(s) on other non-District related projects.

7. HOLD HARMLESS/INDEMNIFICATION.

A. The Contractor shall indemnify and hold the District and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the District arising out of, in connection with, or incident to the execution of this Agreement and/or the Contractor’s performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the District, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor; and provided further, that nothing herein shall require the Contractor to hold harmless or defend the District, its agents, employees and/or officers from any claims arising from the sole negligence of the District, its agents, employees, and/or officers. The Contractor expressly agrees that the indemnification provided herein constitutes the Contractor’s waiver of immunity under Title 51 RCW, for the purposes of this Agreement. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

B. No liability shall attach to the District by reason of entering into this Agreement except as expressly provided herein.

8. INSURANCE.

The Contractor shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

The Contractor shall provide a Certificate of Insurance evidencing:

A. Automobile Liability insurance with limits no less than $1,000,000 combined single limit per accident for bodily injury and property damage.

B. Commercial General Liability insurance written on an occurrence basis with limits no less than $1,000,000 per occurrence with a $2,000,000 General Aggregate. The proposer’s policy shall include an Additional Insured Endorsement, which names Wishkah Valley School District and their respective directors, officers and employees as an additional insured. The proposer’s coverage shall be primary and non-contributory.

A copy of the endorsement naming the District as additional insured shall be attached to the Certificate of Insurance. The District reserves the right to request certified copies of any required policies. The Contractor’s insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer’s liability. Any payment of deductible or self-insured
retention shall be the sole responsibility of the Contractor. The Contractor’s insurance shall be primary insurance as respects the District and the District shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

9. TREATMENT OF ASSETS.

Title to all property furnished by the District shall remain in the name of the District and the District shall become the owner of the work product and other documents, if any, prepared by the Contractor pursuant to this Agreement.

10. COMPLIANCE WITH LAWS.

A. The Contractor, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

B. The Contractor specifically agrees to pay any applicable business and occupation (B & 0) taxes which may be due on account of this Agreement.

C. The Contractor shall fully satisfy, and shall require any subcontractors to fully satisfy, any obligation to make industrial insurance premium payments related to the Project and required under RCW 51.12.050 and/or RCW 51.12.070. Specified retainage relating to the Project will be withheld until receipt by the District of evidence that Contractor and all of its subcontractors have fully satisfied any obligation to make industrial insurance premium payments related to the Project and required under RCW 51.12.050 and/or RCW 51.12.070.

11. NONDISCRIMINATION.

A. The District is an equal opportunity employer.

B. Nondiscrimination in Employment. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, religion, color, national origin, age, honorably-discharged veteran or military status, sex, sexual orientation including gender expression or identity, marital status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Contractor shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Contractor shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.
C. Nondiscrimination in Services. The Contractor will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

D. If any assignment and/or subcontracting has been authorized by the District, said assignment or subcontract shall include appropriate safeguards against discrimination. The Contractor shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. ASSIGNMENT/SUBCONTRACTING.

A. The Contractor shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the District, and it is further agreed that said consent must be sought in writing by the Contractor not less than thirty (30) days prior to the date of any proposed assignment. The District reserves the right to reject without cause any such assignment.

B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.

C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the District.

13. CHANGES.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon the District unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

The District will have the right to make changes to the work provided for hereunder, within its general scope, and the contract time and for contract amount will be equitably adjusted to reflect the change. The Contractor will promptly commence and continue to perform the work as changed not withstanding disagreement over the equitable adjustment owing therefore.

14. MAINTENANCE AND INSPECTION OF RECORDS.

A. The Contractor shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the District, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.
B. The Contractor shall retain all books, records, documents and other material relevant to this agreement, for six (6) years after its expiration. The Contractor agrees that the District or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

15. POLITICAL ACTIVITY PROHIBITED.

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

16. PROHIBITED INTEREST.

No member, officer, or employee of the District shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

17. RETAINAGE.

Notwithstanding any other provision of this Agreement, in accordance with Ch. 60.28 RCW, the District shall retain from the monies earned by Contractor hereunder, five percent (5%) as a trust fund for the protection and payment of any person or persons, mechanic, subcontractor or materialman who shall perform any labor or furnish any supplies related to the Project, and the state with respect to taxes imposed pursuant to Title 82 RCW which may be due from Contractor. Said retainage shall be reserved in a District fund until thirty days following final acceptance of the Project as completed, and shall not be released to Contractor until the District has received certification from the Washington State Department of Revenue that all taxes, increases and penalties due from Contractor, and all taxes due and to become due with respect to the Project, have been paid in full or are readily collectible without recourse to the state’s lien on the retainage, and until the requirements of sections 10(C) and 19 have been satisfied.

18. PERFORMANCE BOND.

In accordance with Ch. 39.08 RCW, Contractor shall furnish to the District a bond, with a surety company licensed as a surety in Washington as surety, conditioned that Contractor shall faithfully perform all provisions of this Agreement and pay all laborers, mechanics, subcontractors and materialmen, and all persons who supply such person or persons, or subcontractors, with provisions and supplies for carrying out the Project. Said bond shall be in the amount of the total amount of this Agreement.

19. PREVAILING WAGE.

Contractor shall pay all laborers, workers, or mechanics performing work under this Agreement prevailing wages as required by Ch. 39.12 RCW, and shall satisfy all other requirements of that chapter, including without limitation requiring that all subcontractors performing work related to the project comply with the requirements of that chapter. The hourly minimum rates of wage which may be paid to laborers, workers, or mechanics for work related to the Project are shown on the Department of Labor and Industries web site at the following locations:
Prior to the District making any payment to Contractor under this Agreement, Contractor and each subcontractor shall submit to the District a Statement of Intent to Pay Prevailing Wages approved by the industrial statistician of the Washington State Department of Labor and Industries and complying with the requirements of RCW 39.12.040. Prior to release of the sums retained pursuant to section 17 of this Agreement (“Retainage”), Contractor and each subcontractor shall submit to the District an Affidavit of Wages Paid approved by the industrial statistician of the Washington State Department of Labor and Industries and complying with the requirements of RCW 39.12.040.

20. RECORDS CHECK/CRIMES AGAINST CHILDREN.

A. In accordance with RCW 28A.400.330, contractor shall prohibit any employee of the Contractor from working at a public school who has or may have contact with children at a public school during the course of his or her employment and who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under chapter 9A.42 RCW, the physical injury or death of a child under chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under chapter 46.61 RCW), sexual exploitation of a child under chapter 9.68A RCW, sexual offenses under chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Any failure to comply with this section shall be grounds for the school district immediately terminating the contract.

B. Contractor shall require any subcontractor(s) to fully comply with the requirements of this section.

21. APPRENTICE UTILIZATION REQUIREMENT.

The Contractor shall comply, if applicable to the work, with the apprentice utilization requirement of RCW 39.04.320(1)(c), as may hereafter be amended, and as such requirement may be adjusted by the District for this Agreement pursuant to RCW 39.04.320(2).

22. TERMINATION.

A. Termination for Convenience. The District may terminate this Agreement, in whole or in part, at any time, by written notice to the Contractor. In the event of termination for the convenience of the District, the Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit a termination claim to the District. If the Contractor has any property in its possession belonging to the District, the Contractor will account for the same, and dispose of it in the manner directed by the District.

B. Termination for Cause. If the Contractor fails to perform in the manner called for in this Agreement, or if the Contractor fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within five (5) days written notice thereof, the District may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.
23. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

24. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

25. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been made and delivered with the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Grays Harbor County, Washington.

26. LIQUIDATED DAMAGES

In addition to other remedies provided by law or equity for any breach by either party of this Agreement, the parties also agree to the Liquidated Damages provisions set forth in the Contractor’s accepted bid/proposal attached hereto as Exhibit “B.”

27. SEVERABILITY.

A. If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.
28 ENTIRE AGREEMENT.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

Wishkah Valley School District     [Contractor]
4640 Wishkah Road
Aberdeen, WA 98520

__________________________________________  __________________________________________
Donald B. Hay, Superintendent
Wishkah Valley School District
Date: _____________________  Date: _____________________

EXHIBIT “A” (Project Work/Specs)

EXHIBIT “B” (Accepted Bid Proposal)