INVITATION TO BID

Site Work for WSVSD Portable Classroom and Wellness Center for Columbia High School, White Salmon, WA

Notice to Bidders
Bids will be received by email at the White Salmon Valley School District, Attention: Superintendent Dr. Jerry Lewis, 171 NW Washington, White Salmon, WA 98672 jerry.lewis@whitesalmonschools.org

Bid Date and Time
June 19, 2020, 3:00 PM PDT
Bids received after the date and time noted above will not be considered.

Public Bid Opening Location
High School Library located at:
1455 NW Bruin Country Road, White Salmon, WA 98672

1. Scope of Work and Proposed Schedule of Work
   Provide labor and materials for the Scope of Work per the construction documents by Bell Design: WSVSD Portable Classroom and Wellness Center for Columbia High School, White Salmon, WA.

   The Proposed Schedule of Work (subject to change based on review with successful bidder)

   June 19, 2020          Bids Due On or Before 3:00 PM PDT
   June 25, 2020          Award Contract (Board Meeting)
   June 29, 2020          Notice to Proceed
   July 15, 2020          Substantial Completion for Classroom Portable Installation by WSVSD Vendor
   July 24, 2020          Substantial Completion for Wellness Center Portable Installation by WSVSD Vendor
   August 21, 2020        Final Completion

2. Bid Security
   A certified check, money order, cashier’s check, or bid bond is required with each bid in an amount equal to five percent (5%) of the Bid amount. No bid shall be considered unless accompanied by such Bid Security. Bid Securities of unsuccessful bidders will be returned after the contract is awarded.

3. Submission of Proposal
   Bidders are required to make their bids by email on the attached Bid Proposal form provided by the School District and return the completed Bid Proposal form along with the Bid Security on or before the Bid Date and Time.

4. Bidder Responsibility Criteria
   It is the intent of the School District to award a public works contract to the low responsible bidder.
   Before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The bidder may be required by the District to submit documentation demonstrating compliance with the criteria. The bidder must:

   (a) Have a current certificate of registration as a contractor in compliance with
chapter 18.27 RCW, which must have been in effect at the time of bid submittal;
(b) Have a current Washington Unified Business Identifier (UBI) number;
(c) Have the following:
   i. Industrial Insurance coverage (workers’ compensation) coverage for the bidder’s employees working in Washington as required in Title 51 RCW;
   ii. An employment security department number as required in Title 50 RCW;
      and
   iii. A Washington Department of Revenue state excise tax registration number as required in Title 82 RCW;
(d) Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

5. Signature
A bid by a corporation or company shall include the printed name of the corporation or company, the printed name and title and the signature of the President, Secretary, or other officer authorized to bind the corporation or company. An impression of the corporate seal must appear on bids, if submitted by a corporation. A bid by a firm shall include the printed firm name and member or agent name. Any person signing the proposal as an agent for another or others must also file legal evidence of his authority to do so. The business mailing address and telephone number must be provided.

6. Bid Results
Bid results shall be emailed to each bidder on June 19, 2020. The successful bidder will have an official Notice of Award sent via mail and email. If in the opinion of the District, all bids are unsatisfactory, all bids may rejected and re-advertise, and in such case, all such Bid Securities shall be returned to the bidders; but if the contract is let, then all Bid Securities shall be returned to the bidders, except that of the successful bidder, which shall be retained until a contract is entered into and Performance and Payment Bonds are provided to the District for the performance of the contract and otherwise conditioned as required by law, with sureties satisfactory to the District, in amounts equal to the contract price.

7. Non-Collusion Affidavit
Proposals must be prepared without the assistance of any officer or other person employed by or connected in any manner with the White Salmon School District. The signed and notarized Non-Collusion Affidavit must be returned with the Bid Proposal.

8. Examination of Site & Conditions
The contractor, by filing a bid, acknowledges that he has examined or has had the opportunity but knowingly declined to examine, the premises and site so as to compare them with the drawings and specifications, and to have satisfied himself as to the facilities and difficulties attending the execution of the proposed contract (including local conditions, uncertainty of weather and all other contingencies) before the delivery of his proposal, and no allowance shall be subsequently made on behalf of the Contractor by reason of any error or neglect on his part.

9. Withdrawal of Proposal
Proposals may only be withdrawn by written and signed request and only if such request is received prior to the opening of the bids. No bid will be received or considered after the time set for the opening of the bids.
10. Performance Bond and Labor & Material Payment Bonds
Prior to execution of the contract, the successful bidder shall furnish Performance and Labor & Material Payment Bonds covering the faithful performance of the contract and the payment of all obligations arising thereunder in such form approved by the Owner and in the amount of one hundred percent (100%) of the contract.

The bidder shall require the attorney-of-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of this power-of-attorney indicating the monetary limit of such power.

11. Execution of Contract
The successful bidder must sign and return the Agreement and furnish the Performance Bond, Labor & Material Payment Bond, Certificate of Insurance, and Intent to Pay Prevailing Wages within fourteen (14) days from the Notice of Award date. Failure to do so will result in the forfeiture of said Bid Security to the District and all rights of said bidder with regard to this project will be annulled to the extent allowed by law. The Contract is executed once all of the documents listed in this section are furnished within the timeline specified and the School District Superintendent then signs and dates the Agreement.

12. Insurance & Liability
The Contractor shall procure and maintain during the life of this contract such insurance as shall protect him and any subcontractor performing work covered by this contract from claims or damages for bodily injury, including death resulting therefrom as well as from claims for property damage, which may arise from operations under this contract, whether such operations are performed by himself or by any subcontractor or by anyone directly employed by either of them.

Insurance must be placed with commercial insurance companies licensed to do business in the State of Washington and which possess minimum financial standards of A.M. Best Company, A:VI or better. Certificates of Insurance for all insurance shall be filed with the White Salmon Valley School District naming the District, its officers, employees, board, and volunteers as Additional Insured. The policy amount shall be the dollar amount noted in the attached District Construction Contract combined single limit.

All insurance policies by the Contractor shall provide (1) that the policies shall not be cancelled or the amount thereof reduced without forty-five (45) days prior written notice to the School District, and (2) that forty-five (45) days prior written notice shall also be given if the policy is not to be renewed at the scheduled expiration date.

13. Prevailing Wage
It is the sole responsibility of the Contractor to assign the appropriate classifications to all laborers, workmen or mechanics that will perform any work pursuant to any Public Works Contract and to ascertain the applicable prevailing wage rates and fringe benefits for each such classification.

Current prevailing wage data can be obtained by the Contractor from the Industrial Statistician of the Department of Labor and Industries, Prevailing Wage Office, P.O. Box 44540, Olympia, Washington 98504-4540, (360) 902-5335, or on their website at http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/Printable/default.asp

14. Bid Documents
Prospective bidders are requested to download the construction bid documents at the following online address: https://www.bdcloud.belldesigncloud.com/index.php/s/9WviBMQFuiJ71t
The construction documents included with this Invitation To Bid:

C0.01 Cover Sheet
C0.02 General Notes
C0.03 General Notes
C0.04 General Notes
C1.01 Existing Conditions
C1.02 Existing Conditions
C2.01 Overall Site Plan
C2.02 Site Plan – Wellness Center / Classroom Portables
C2.03 Grading / Erosion Control Plan
C2.04 Grading Plan – Enlarged Plans / Details
C2.05 Cross Sections - Classroom
C2.06 Cross Sections - Classroom
C2.06 Cross Sections - Classroom
C2.07 Cross Sections - Wellness Center
C2.08 Cross Sections - Wellness Center
C2.09 Stormwater plan
C3.01 Civil Site Details
C3.02 Civil Site Details
C3.03 Utility Notes / Details
C3.04 Erosion Control Details
C3.05 Erosion Control Details
C3.06 Erosion Control Details
C3.07 Erosion Control Details

Rejection of Bids
The White Salmon School District will have the right to reject any and all bids and in particular to reject a bid received after the deadline for bids due or bids that are not accompanied by the required Bid Security or Non-Collusion Affidavit or a bid in any way incomplete or non-responsive to the bid package. The District further reserves the right to accept that proposal which is in the best interests of the White Salmon Valley School District.
INVITATION TO BID - Bid Proposal Form

Site Work for WSVSD Portable Classroom and Wellness Center for Columbia High School, White Salmon, WA

General Information:

Legal Name of Applicant ________________________________________________________________

Street Address_____________________________________________________________________

City____________________________ State______________ Zip ______

Contact Person________________________ Title ________________________________

Phone__________________________ Fax________________________________

Mailing Address (if different than above) ____________________________________________

Email address ______________________________________________________________

Tax Identification Number _________________________________________________________

→ Does your proposal/response comply with ALL requirements contained within the Invitation to Bid? A "No" response may disqualify the proposal from further consideration.

☐ Yes ☐ No

Total Funds Requested Under this Proposal $______________________________
(Sales Tax not included)

I certify that to the best of my knowledge the information contained in this proposal is accurate and complete and that I have the legal authority to commit this agency to a contractual agreement. I realize the final funding for any service is based upon funding levels, and the approval of the White Salmon Valley School District Board of Directors; as outlined in the Invitation to Bid.

Signature and Printed Name of Authorized Signer __________________ Date ______________
AFFIDAVIT

State of Washington )
County of _____________ ) ss

being duly sworn, deposes and says, that he/she 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 not hereon 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 to himself, or to any other person, an advantage over any other Bidder or Bidders.

Sign Here:

(Company Name)

(Signature)

(Title)

Subscribed and sworn to before me this _____ day of ______________, 19__

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

My commission expires ___________________________

This Affidavit properly executed must accompany ALL Bids.
WHITE SALMON VALLEY SCHOOL DISTRICT CONTRACTOR AGREEMENT

THIS AGREEMENT, is made and entered into in duplicate this ________ day of June, 2020, by and between the White Salmon 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 work, services and/or tasks 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, CONTRACT DOCUMENTS AND CERTIFICATION.
   A. 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”: Bell Design Co. construction documents titled Site Work for WSVSD Portable Classroom and Wellness Center for Columbia High School, White Salmon, WA, and incorporated herein (the “Project”). The “Contract Documents” consist of this agreement, and Exhibit A. Exhibit A further identifies name and contact information for the District’s authorized representative, the Project Engineer or Architect, and the Contractor’s designated site Supervisor.
   B. By signing this agreement the Contractor certifies that it has visited and inspected the site of the Project and has become familiar with the Project’s requirements under these Contract Documents, the applicable local conditions under which the work is to be performed, including average seasonal weather and temperature conditions, and that Contractor is responsible for inspection of portions of work on the Project for the purpose of determining whether such work is in proper condition to receive follow-on work for the next stages of the Project. Contractor further certifies that it is responsible for site supervision and security, including measures to prevent unauthorized access to the Project site by students or unauthorized persons at any time.

2. TERM
   A. The Project shall begin no earlier than June 25, 2020 and substantial completion shall occur for the classroom portable installation no later than July 15, 2020, and occur for the Wellness Center portable installation no later than July 24, 2020, unless sooner terminated according to the provisions herein. Final completion shall occur on August 21, 2020. “Substantial Completion” occurs when the District approves the Project as complete under the specifications in the Bell Design construction documents from Exhibit A to the extent its allows
the District to install portable buildings under a separate District contract, and only incidental
work or punch lists tasks, including testing, obtaining permits or corrective work remains.
“Final” completion occurs after the Contractor completes all remaining work on the Project, all
required approval by third parties for District’s full use of the Project has been obtained, and
the District’s Board of Directors approves final completion of the Project.

3. COMPENSATION AND METHOD OF PAYMENT.

A. Payments for work provided hereunder shall be made for the performance of such work
as set forth in a Schedule of Values and Project Milestones under Exhibit A and District’s
approval, unless otherwise permitted by law and approved in writing by District.

B. No payment shall be made for any work rendered by the Contractor except for work
identified and set forth in this Agreement, including Exhibits A and B.

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 on forms approved by the District, a voucher
or invoice for services rendered during the pay period. 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; CONTRACTOR SUPERVISION OF
THE PROJECT.

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 shall be responsible to the District for acts and omissions of the Contractor’s principals, agents, employees, subcontractors of any tier and their agents and employees and other persons performing the work on behalf of the Contractor for the Project.

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.

C. The Contractor shall provide reasonable supervision of the Project, including coordination of its subcontractors, by or through on-site personnel. Contractor shall notify the District in writing of its personnel designated to perform these responsibilities.

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 $2,000,000 combined single limit per occurrence for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage, explosion, collapse and underground (XCU) if applicable; and employer’s liability.

The District shall be named as an additional insured on the insurance policy, as respects work performed by or on behalf of the Contractor and 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/WARRANTIES.

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. Contractor shall assign any manufacturer or seller warranties for equipment or materials incorporated into the Project to the District. The Contractor further warrants that all project materials shall be new and of good quality and the all work shall be performed in a skillful and workman like manner in accordance with the contract documents.

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.

D. The Contractor shall defend, indemnify and hold the District harmless, including attorney’s fees from any violation or alleged violation by the Contractor or any Subcontractor of any tier of RCW 39.12 to pay prevailing wages on Public Works, or the Contractor or any Subcontractor of any tier to make payments on behalf of employees to the State under Chapter 51 RCW Industrial Insurance, including without limitation RCW 1.12.050.

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 subcontracted or assigned with consent 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.

A. 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.

B. 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.

C. Contractor shall be responsible for correcting defective work rejected by the District without adjustment to the contract sum.

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 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. If the total contract amount is $35,000.00 or less, Contractor may opt to have the District retain fifty percent of the contract amount in lieu of the bond, for a period of thirty days after the date of final acceptance, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries, and settlement of any liens filed under Ch. 60.28 RCW, whichever is later.

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:

- Use effective date of June 19, 2020 for Klickitat County. A copy of the applicable wage rates are available for viewing in the District’s offices and will be mailed to Contractor upon request.

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 the event Contractor or any of Contractor’s agents, employees, or applicants for employment will have regularly scheduled unsupervised access to children and/or hire employees who will have regularly scheduled unsupervised access to children, Contractor shall require a record check through the Washington State Patrol criminal investigation system under RCW 43.43.830-43.43.834, 10.97.030 and 10.97.050, and through the Federal Bureau of Investigation before hiring the employee or allowing such employee onto the Project site. The record check shall include a fingerprint check using a complete Washington State criminal identification fingerprint card. The Contractor shall provide a copy of the record to the person applying for employment to the District. If the Contractor or applicant has a record check within previous two (2) years, the Contractor may waive the requirement. The Contractor shall pay for the requirements set forth in this paragraph.

   B. 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.

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

21. APPRENTICE UTILIZATION REQUIREMENT.

   The Contractor shall comply 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 County, Washington.

26. 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.

27. ENTIRE AGREEMENT.

The parties agree that this Agreement, and Exhibits A and B and authorized written changes hereto, are 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.

WHITE SALMON VALLEY SCHOOL DISTRICT
ADDRESS:
171 NW Washington Street
PO Box 157
White Salmon, WA 98672

CONTRACTOR: __________________________
ADDRESS: __________________________

______________________________
Jerry Lewis, Superintendent
Date: __________________________

EXHIBIT “A” Documents by Bell Design Co: Site Work for WSVSD Portable Classroom and Wellness Center for Columbia High School, White Salmon, WA (Website Download from Bell Design Co.)
EXHIBIT “B” (Bid Proposal Form)