

Request for Qualifications (RFQ)
RFQ 2023-01-1040
Design Services for
Helen Haller Elementary School
Sewer Lift Station Replacement



Sequim School District #323

Issued: January 05, 2024

Due: By 2 p.m. Pacific time, January 12, 2024

For further information contact:

Yue Chen, Construction Manager, Wenaha Group
Wenaha.Y.Chen@sequimschools.org

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The Sequim School District (the District) is seeking a qualified firm to complete Design Services at the site located at 350 W Fir St, Sequim, WA 98382.

NOTICE TO PROPOSERS - All Qualifications shall be:

- E-mailed to Yue Chen, Construction Manager, Wenaha Group at Wenaha.Y.Chen@sequimschools.org.
- Qualifications will be received until Friday, **January 12, 2024, at 2:00 p.m. Pacific time.**
- The RFQ documents may be obtained via an e-mail request to Yue Chen, Construction Manager, Wenaha Group at Wenaha.Y.Chen@sequimschools.org.

Qualifications will be evaluated based on best value to the District based on a combination of qualifications, quality of staff, design of similar projects, production capability, supervision and quality control, relationship with clients, budget control and schedule for the delivery of services.

The District may reject any or all Qualifications upon a finding it is in the public interest to do so and to rescind the award of any contract at any time before the execution of said contract by all parties with no liability against the District.

<i>PROCUREMENT TIMELINE:</i>	
<i>Friday, January 05, 2024</i>	<i>Issue Request for Qualification (RFQ)</i>
<i>Friday, January 12, 2024</i>	<i>Qualifications due by 2 p.m. Pacific time</i>
<i>Tuesday, January 23, 2024</i>	<i>Notice of Intent to Award</i>

The District reserves the right to modify this schedule at its discretion. Proper notification of changes in the response schedule will be made via addendum.

A. Project Description

The purpose of this project is to replace the ejection station and vault with new. Relocate outside of inner courtyard. The conceptual scope of work includes: 1) Demo/Abandon in place existing vault and ejector pump as required. 2) Route existing 6" sewer south to MH-01. Replace MH-01 as necessary. 3) Install New Ejector vault and pump. Either as a replacement for MH-01 or downstream toward MH-02 as needed. 4) Tie-in existing sewer toward MH-02. 5) Repair surfaces and landscaping to match existing.

B. Project Team

- | | |
|-----------------------------------|-----------------------------|
| 1. Owner: | Sequim School District #323 |
| 2. Owner's Representative: | Wenaha Group |
| 3. Special Inspector: | To Be Determined |

C. Design Firm Qualifications

- Minimum of 10 years of experience designing and managing designs for in all disciplines
- Experience with similar projects
- Excellent verbal and written communication skills

- Experience working with a multidisciplinary team (owner, consultants etc.)
- Experience working and coordinating with contractors and subcontractors.
- Licensed as applicable for the project location.
- Experience with project requirements for public works at the project location.

D. Communications with the Owner

Proposers are required to conduct the preparation of their Qualifications with professional integrity and free of lobbying activities. Communication with the Owner regarding this Project shall be directed to the Owner's Representative. Do not communicate about the Project or the Procurement with any other members of the Project Team or their employees, members, elected officials, or representatives. Communication regarding the Procurement or the Project with any Project Team member, other than the designated Owner Representative may cause the firm involved to be disqualified from submitting under this Procurement.

E. Project Schedule

Time is of the essence; the proposers should propose the schedule which they are able to deliver the services. Project to be Solicited in February, 2024 for a Spring Break installation (4/1-4/5/24).

F. PROPOSAL CONTENT FOR EVALUATION

This RFQ is issued in compliance with the District procurement policy and requirements. The Bidder shall complete and submit the Qualification form attached in Exhibit A and submit via email to Yue Chen at Wenaha.Y.Chen@sequimschools.org no later than 2:00PM PST on Friday, January 12, 2024.

The Proposer shall provide the following information, clearly separated by tabs, in the order listed below. Each category will be scored by the number of points listed next to the information; the points listed are the maximum amount that can be given during evaluation.

1. Firm Background (5 points)

Describe your firm including ownership structure, service area, volume of design services, length of time in the industry, financial stability, and availability to the project locale. Provide evidence that the firm is licensed to provide design services in the state of Washington.

2. Community Involvement and Outreach (10 points)

Describe your understanding of the diverse cultural, economic, and political factors that will affect this project. Explain your approach involving all stakeholders including staff, students, and community members in the planning and design process.

3. K-12 Experience and Past Performance (20 points)

Provide experience over the past five (5) years in similar K-12 facilities, clearly noting work performed solely and directly by proposing firm and work performed by staff while employed at a previous firm.

Provide a record of past performance on Public Educational Facility Projects, demonstrating your ability to meet schedules, control costs, and effectively administer the project. For each project example provided, include the following data:

- a. Year project was started and completed

- b. Grade level(s) served
- c. Total cost of construction, and include
 - i. Construction Cost per square foot
 - ii. Total Design Costs as a percentage of construction costs
 - iii. Square foot per student
 - iv. Cost per student
- d. Project delivery method (GCCM/CMGC or Design-Bid-Build)
- e. Reference contact name and telephone number

4. Staffing Plan (15 Points)

This section should contain a detailed and specific discussion of your firm's proposed staffing plan. Include an organizational chart, description of staff roles, resumes, and other relevant biographical information as deemed necessary.

Provide an estimate of the percentage of time each team member will devote to the project during the design and construction phase.

5. Design/Service Approach (40 points)

Provide a general discussion of your management philosophy in providing the services. Include a description of your firm's involvement from the planning phase through the completion of K-12 construction projects and system program development.

Provide specific examples of your methods to ensure high quality and pragmatic design solutions utilizing inclusive, team-oriented processes.

Describe your plan to effectively provide services for the project phasing and describe the anticipated delivery schedule for service to complete all work through completed design as delineated in Exhibit B – Scope Clarifications.

6. Justification (10 points)

Provide a demonstrated reason your firm wants to assist the Sequim School District and why the District should place their trust in your firm.

7. Certification and Licensure (Yes/No)

Provide fully executed copies of certifications and licenses, including Certification of Compliance, Bidder/Proposer Residency Statement, Certificate of Non-Discrimination, and proof of Washington Business Licensure.

8. Hourly Rate Schedule (Information Only)

Provide an hourly rate schedule for each team member proposed; the intent is to proceed on a time and materials basis while sub-consultants are selected and prior to a formal agreement being in place. The hourly rate schedule provided in the proposal will be the basis for the time and materials approach.

- 9. Acceptance of Qualification Specifications, Terms and Conditions:** The successful Proposer acknowledges and accepts all provisions within, and referenced within, this RFQ. No revision will be considered or incorporated unless the successful Proposer expressly states within their Qualification as a specific, suggested alternate term. If the proposer suggests any revision, they shall include the specific reference to the term in the RFQ, provide the proposed revised verbiage, and justification

for consideration by the District. All suggestions and revisions will only be accepted if confirmed in writing by the District.

10. **Format:** Qualifications, including attachments, shall not exceed five (5) single sided standard size (8 1/2" x 11") pages, minimum Calibri 12-point font.

Proposers shall e-mail the signed Qualifications, with all pages numbered, bookmarked, and combined into a single PDF document, to Wenaha.Y.Chen@sequimschools.org. Hard copy submissions or electronic formats other than PDF will not be accepted.

11. **Anti-Discrimination:** In connection with this RFQ and in the performance of any subsequent contract, Proposers shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status, sexual preference, and/or being physically challenged. Proposers shall take action to ensure that all applicants are treated equally during employment without regard to such status.
12. **Compliance with Applicable Laws:** In connection with this RFQ and the contract, Proposers shall comply with all applicable laws in all aspects in connection with the procurement process of this project and the performance of the contract whether such laws are stated herein or not.
13. **Compliance with Public Works Procurement:** In connection with this RFQ and the contract, Proposers shall make themselves knowledgeable of, and comply with, all procurement regulations and procurement policies for the District. Proposers acknowledge compliance with these regulations and policies by submitting qualifications in response to this solicitation.
14. **Compliance with Applicable Codes:** In connection with this RFQ and the contract, Proposers acknowledge knowledge of applicable, adopted codes (as amended for the project location), and requirements for design defined with. The proposer will be responsible for providing a design in compliance with the applicable codes.
15. **Qualification Opening:** The Qualifications will be submitted electronically.
16. **Form of Contract:** The form of agreement shall be included in the proposer's submission and will be evaluated with the Qualification. The proposer should anticipate that additional provisions will be included in the final agreement as well as mutual agreement on any revisions necessary in the proposed agreement provided by the proposer.

The Proposer's Qualification will become an exhibit of the contract agreement to memorialize and incorporate the performance commitments, scope of services, qualifications, and team members into the provisions of the agreement. The document Order of Precedence will be described in the contract agreement.

17. **The District's Rights:** The District may investigate the qualifications of any Proposer under consideration, may require confirmation of information furnished by a Proposer, and may require additional evidence of qualifications to perform the work described in this RFQ.

The District reserves the right, in its sole and absolute discretion and without recourse by Proposers, to take any of the following actions:

- a. Reject any or all Qualifications;

- b. Issue a new procurement;
- c. Cancel, modify, or withdraw the RFQ;
- d. Issue addenda, supplements, and modifications to this RFQ;
- e. Modify the RFQ process;
- f. Appoint a selection committee and evaluation teams to review RFQs and seek the assistance of outside technical experts in the response evaluations;
- g. Hold meetings and exchange correspondence with the Proposers to seek an improved understanding and evaluation of the responses;
- h. Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses;
- i. Waive irregularities in responses;
- j. In the negotiations for the contract with the selected proposer to change the dates for performance from that set forth in Section III hereof; and/or
- k. Refuse to issue a contract at all.

The District is not obligated to enter any contract, and under no circumstances shall it have any obligation to pay for any costs or expenses incurred by any Proposer in the preparation or submission of a response to this RFQ or in anticipation of a contract.

Proposers are solely responsible for all costs and expenses of any nature associated with responding to this RFQ, attending briefing(s), providing supplemental information, and all subsequent costs and expenses. By submitting a response to this RFQ, a Proposer disclaims any right to be paid for such costs by the District or anyone else.

18. **Investigation:** The Proposer shall make all investigations necessary to understand the scope of the work, the Qualification documents, and existing conditions to provide the complete scope of work including protection of the existing elements to remain from damage during the performance of this work.
- a. A Pre-Bid Conference will not be held.
19. **Late Qualifications:** Qualifications received after the time and date set for Qualification closing will not be considered for award. Delays in electronic transmission are the responsibility of the proposer. The official clock will be the clock on the laptop computer utilized by Chris Marfori as documented by the receipt time attached to the email submission through the MS Outlook program.
20. **Mistakes, errors, and omissions in solicitation:** Any mistakes, errors and omissions in this solicitation must be reported immediately to the District. At the District's discretion, notifications for mistakes, errors, and omissions provided **after** the deadline for submission of proposals may result in disqualification of the submission.
21. **Publicity:** News releases relating to this RFQ will not be made without prior approval by, and in coordination with, the District.
22. **Written Questions, Comments and Addenda, Rules of Contact:** Questions and comments pertaining to this solicitation must be submitted in writing via email, according to the Qualification and Award Timeline to: Yue Chen, Construction Manager, Wenaha Group, Inc., Wenaha.Y.Chen@sequimschools.org. Addenda to this RFQ will be posted at https://www.sequimschools.org/our_district/project_bid_opportunities.

- b. Questions and comments must be submitted **no later than 4:00 PM, Pacific time, on Tuesday, January 9, 2024.**
- c. The District reserves the right to issue addenda at its discretion, up till the period noted above.
- d. All bidders shall review issued Addendum(s) and must acknowledge receipt and inclusion of the Addendum(s) on the Qualifications Submission Form. Failure to acknowledge Addendum(s) may result in disqualification of the submission.

G. EVALUATION AND SELECTION PROCESS

The proposals shall be subjectively evaluated by the Evaluation Committee with points assigned based upon the criteria in this RFQ. Those proposals submitted that do not meet mandatory requirements outlined in this RFQ will not be evaluated.

The role of the Evaluation Committee shall include a complete review of all documents submitted. The committee will invite recommended finalists for interviews based solely upon its evaluation of the selection criteria. The Evaluation Committee, at its sole discretion, may forego the interview process entirely or request clarifications via questionnaire.

The Evaluation Committee will forward a recommendation for selection to the District's Board of Director's for consideration of award. Selection of the successful firm (or firms) will be entirely at the discretion of the District, and the District reserves the right to waive minor irregularities in the selection process and to reject any and all proposals.

Evaluation Committee members shall not be contacted or solicited by any firm or individual submitting proposals during the proposal solicitation and review process, except for the facilitator in accordance with the directions herein.

H. Scope of Services

It is anticipated the selected firm will provide a comprehensive menu of planning, design, and construction administration services throughout the lifespan of the project. The Scope of Services listed herein is provided to establish a general understanding of the project requirements. The actual scope of service will be finalized during fee/contract negotiations. The District expects that representative(s) of the management firm, partnership, or individual will develop and maintain a cooperative team approach with all other parties associated with the project throughout all phases of the work. The successful proposer will be required to produce complete construction documents in accordance with the project timeline.

1. **Project Assessment/ Preliminary Design Phase** - Work may include, but is not limited to, the following:
 - a. Meet with District Staff and Representatives, including but not limited to the assigned District Project Manager and school/district staff to review specific facility and program needs.
 - b. Meet with various District departments including but not limited to: Superintendent, Building Administration.
 - c. Investigate and review applicable Federal, State, Local, and District standards, codes, and regulations pertaining to the proposed Project and identify design issues relating to functional opportunities, needs, directives and constraints imposed thereby. Such

investigations shall include, but not be limited to, energy, historic, and others who may have jurisdiction over or impact on the projects.

- d. Thoroughly research and document existing conditions both in the facilities and on the site.
 - e. Arrive at an "Agreed-upon" prioritized Scope of Work.
 - f. Submit the Project Assessment package in a report form that will include schematic level drawings and outline specifications.
 - g. Reconcile each Construction Cost Estimate (provided by others) with District's Construction Cost Budget. Where the Cost Estimate exceeds the Construction Cost Budget, Consultant shall at its sole expense provide design scenarios with associated costs that will bring the Construction Cost Estimate within the Budget.
- 2. Schematic Design Development through Construction Documents Phase** - Work may include but is not limited to the following:
- a. Facilitate a collaborative process to gain design input and feedback from project stakeholders.
 - b. Prepare design phase documents (SD, DD, CD) for submittal and District review in accordance with agreed schedule.
 - c. Work in close coordination with Contractor(s) and Project Manager to keep project within agreed budget.
 - d. Provide a CD design package that is a fully coordinated and complete set of contract documents.
 - e. Participate in review of contract documents with the Project Manager, School District, local Fire Marshall, facilities permit inspector and representatives of other State or Local agencies as needed.
 - f. Develop the Scope of Work for the District to initiate surveys and geotechnical work as required.
 - g. Reconcile each Construction Cost Estimate with District's Construction Cost Budget. Where the Cost Estimate exceeds the Construction Cost Budget, Consultant shall at its sole expense provide design scenarios with associated costs that will bring the Construction Cost Estimate within the Budget.
- 3. Contractor Procurement Phase** - Work may include but is not limited to the following:
- a. Response to bidder questions regarding design.
 - b. Advising the District of impacts to design and costs regarding design bid questions.
 - c. Providing explanations and support for assessing Construction estimates in relation to the Designer's Construction Cost Budget.
 - d. Assist District in providing Addenda to the bid regarding design clarifications.
- 4. Construction Phase** - Work may include but is not limited to the following:
- a. Participate in:
 - I. Construction administration, including review of submittals.
 - II. Attendance at Weekly meetings with at least two (2) being on site.
 - III. Preparation and implementation of District approved change orders, with drawings if applicable.
 - IV. Respond to requests for information (RFIs).
 - V. Review of contractor payment requests, and attend construction meetings, as required.

- VI. Perform the project close-out tasks, which will include the preparation of punch lists, the review of warranties and guarantees, and the review and approval of final contractor payments.
- 5. Post Construction and Close Out Phase** - Work may include but is not limited to the following:
- a. Facilitate an efficient and thorough punch list process.
 - b. Assist as necessary for timely resolution of any warranty issues.
 - c. Submit to the District a "Record" set of documents. This will include incorporation of the Construction.
 - d. Review Contractor's marked up documents showing changes made through the course of construction and submitting final "As-Built" drawings to the District in both bookmarked PDF format and an editable "AutoCAD.dwg." Also provide a final specification document in word and pdf formats.
- 6. Other Services** - Work may include but is not limited to the following:
- a. Assist the District in coordination, research, report preparation, and other tasks required for project execution.
 - b. Assist the District in communicating with its staff, community, committees, and news media to enhance understanding and develop ongoing support for the projects.

Proposers shall not contact any the District staff members, elected officials, representatives, or members during the selection process.

If, in the District's opinion, additional information or interpretation is necessary, such information will be supplied in the form of Addenda. Addenda shall have the same binding effect as though contained in the main body of the Request for Qualifications. The successful Proposer shall acknowledge Receipt of all addenda issued, either with the Qualification, or separately, in writing, prior to the time and date set for Qualification closing. Addenda shall be sent within a reasonable time to allow prospective proposers to consider them in preparing their Qualifications.

ORAL INSTRUCTION OR INFORMATION CONCERNING THE REQUEST FOR QUALIFICATIONS OR THE PROJECT GIVEN OUT BY OFFICERS, EMPLOYEES OR AGENTS OF THE DISTRICT TO PROSPECTIVE PROPOSERS SHALL NOT BIND THE DISTRICT AND SHALL NOT BE RELIED UPON.

The District employees or agents, including the Selection Committee, shall not be contacted once the RFQ is issued and until a final selection and award is made.

Exhibit A – Proposal Form RFQ 2023-01-1040

*Responses to the Request for Proposal must contain a signed scan of this page
as the first pages of the PDF.*

Firm Name: _____

The Undersigned offers and agrees to provide Design Services for the Office Suite Buildout including, but not limited to the work described within this RFQ and its attachments (including addendums acknowledge below) in compliance with the requirements of these same documents and the requirements of all Authorities Having Jurisdiction.

The Proposer understands that any false statement may disqualify this proposal from consideration or be cause for contract termination.

The proposer certifies that it does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, financial ability, age or other no-job-related factors.

Washington License Number: _____

Expiration Date: _____

Proposer Confirms Professionally Licensed in Washington State: _____ (yes/no)

1. Has your firm ever been disqualified by a public entity from bidding or proposing on a project? _____ (yes/no). If the answer is yes, explain the circumstances, project, contracting agency and date. State then reason for disqualification and if the disqualification has ended. Attach the explanation on a separate sheet to this form.
2. Has your firm ever been terminated from a public contract? _____ (yes/no). If the answer is yes, explain the circumstances, project, contracting entity and date. State then reason for termination. Attach the explanation on a separate sheet to this form.
3. Has your firm ever been involved in litigation involving a public contract? Has a claim been made against any payment or performance bond taken out by your firm? Has a legal claim been made against your firm for alleged contract breach or substandard performance, or has a claim been made against your firm for dishonesty, fraud, or misappropriation in relation to a construction contract? _____ (yes/no). If the answer is yes, provide a full explanation on a separate sheet entitled "Claims".
4. I acknowledge receipt of the following Addendum(s):

Number

Date

-
5. I acknowledge the form of contract and, if awarded the work, will execute the agreement included in the RFP without modification, or have identified specific revisions for consideration by the District.
6. The proposer is a bona fide DBE contractor(yes/no): _____.
If yes, include copy of documentation to evidence to show qualification under the provider designation as appropriate.
7. List all consultant provided attachments to this proposal. Include dates on attachments for reference:

Firm Name (legal): _____ Phone: _____

Firm DBA (if applicable): _____

Address: _____

Prepared By (print): _____ Title: _____

Signed: _____ Date: _____

This form must be signed in ink and returned with the Proposal.

Exhibit B
RFQ 2023-01-1040

SCOPE OF WORK CLARIFICATIONS

1. Provide complete design service, inclusive of all necessary disciplines, to allow construction of the project. Design shall include information regarding demolition and construction as required for permit approval with the City of Sequim Public Works.
2. Designer is responsible to provide specifications and drawings for all scopes of work.
3. Provide Schematic Design drawings and Design Development drawings to owner for program review as applicable for the magnitude of the project.
4. Obtain written sign approval of all phases of design for programming from the District. No additional fees for redesign will be provided if this approval is not obtained.
5. Examine and review existing installations and owner program. Provide feedback and recommendations for modifications, code compliance and the ability to utilize the existing installation. Provide recommendations to District program to best utilize the existing installation.
6. Consultant to provide construction specifications for all equipment, materials, installations, quality requirements, submittals, etc. as required to allow solicitation of contractors to construct the project.
7. Due to the size of the project, it is acceptable to provide specifications on drawings if sufficient information is provided for the completion of the project.
8. Attend all necessary coordination meetings for the design process.
9. Provide construction and administration services as required to assist in the completion of the project during construction.
10. Provide observation reports of all construction activities.
11. Attend Owner, Architect, Contractor Pre-construction meeting.
12. The Consultant will comply with Washington State, Clallam County, City of Sequim or other Authorities Having Jurisdiction's adopted codes and regulations as applicable for the project.
13. The consultant shall provide a deliverable schedule of work prior to starting work showing the planned work and the anticipated construction duration.
14. Designer shall review all testing, field reports, manufacturer reports, startup reports, or other required field installation reporting as required by the specifications or manufacturer guidelines. Review shall be for compliance with the project requirements.
15. Consultant shall review submittals for completeness of information necessary for installation.
16. Photos or other related documentation of the construction process shall be provided to the District as part of the Designer closeout process.

17. All documentation is to be submitted electronically in bookmarked PDF format, or other searchable and tabulated format, for ease of reference and use by the end user.
18. Provide CAD or other format, requested by the contractor for development of coordination, fabrication, or installation drawings.
19. Designer will be responsible for development and submission of permits necessary for the project. Designer shall also coordinate with the City for comments and questions and shall adjust design as necessary for permit approval at no additional cost to the District. All permit fees to be paid by the District. If directed by the District, the Designer shall pay permit fees and submit to the District for reimbursement.
20. Designer shall submit pay applications once a month for completed work. Values shall be reviewed by the District for concurrence of completion. At no time shall billing percentage exceed progress of the design, except with prior approval by the District.
21. Designer shall review and respond to all Requests for Information and provide supplemental drawings or information as necessary. If revision to drawings, specifications or provision of information is necessary due to ambiguity, incompleteness, design conflict or contradiction, any other reason other than program change, this service shall be completed at no additional cost to the District.
22. Any Requests for Information that will require adjustment to the construction cost shall be presented to the District for approval to proceed, prior to issuance to the contractor.
23. Designer shall account for installation being at an occupied facility and shall make sure requirements and/or considerations are identified for the District in performing this work.

Exhibit C

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
SEQUIM SCHOOL DISTRICT NO. 323
AND
[CONSULTANT]**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made by and between the Sequim School District No. 323, a Washington quasi-municipal corporation ("District"), and [name of consultant], a [entity type] ("Consultant") (each a "party" and collectively the "parties").

WHEREAS, the District desires to have certain services performed requiring specialized skills as set forth below; and

WHEREAS, Consultant represents that it is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

1. **Purpose.** The purpose of this Agreement is for Consultant to provide [type] services in furtherance of the [project name or description] (the "Project").

2. **Scope of Services.**

2.1 Consultant will provide professional services as defined in Attachment "A," dated [date], which is hereby incorporated into this Agreement by reference.

2.2 The District may modify this Agreement and order changes in the services whenever it determines necessary or advisable. Consultant will accept such modification when ordered in writing by the District's authorized representative, who will be the superintendent or his/her designee.

2.3 Consultant will communicate about performance of the services with the District, District personnel, consultants retained by the District, and District contractors performing services related to the Project following communication procedures established by the District or its designee.

3. **Period of Performance.** Consultant will commence providing the services identified in Section 2 upon receipt of a "Notice to Proceed" furnished by the District or its designee. Consultant will complete performance of all services pursuant to this Agreement by [date].

4. **Compensation.**

4.1 Compensation payable to Consultant for satisfactory performance of the services under this Agreement will be calculated on the following basis: [blank]. Total compensation payable to Consultant will not exceed [amount written out] Dollars (\$[amount in numerals]). This

amount [does or does not] include local, state, or federal sales taxes or duties with respect to the services, which will be assumed and paid for by the [party]. [Optional: Payment details are shown on Attachment "C," which is hereby incorporated into this Agreement by reference.]

4.2 Compensation for modifications or changes to the scope of services made per Section 2.2 will be as mutually agreed between the parties. If any other additional work is required beyond the services described in Section 2, such work must be approved in advance in writing by the District and will be compensated at the [insert] rate.

4.3 Consultant will make such revisions to the work as necessary to correct errors or omissions, as determined by the District, appearing therein when required to do so by the District without additional compensation. Such correction of the services will be at the District's option and in addition to any other remedies available to the District.

4.4 No payment will be made for any services provided by Consultant except for those identified and set forth in this Agreement.

5. **Relationship of the Parties.**

5.1 **Independent Consultant.** Consultant is an independent contractor of the District. The District is interested only in the results to be achieved, and the right to control the particular manner, method, and means in which the services are performed is solely within the discretion of Consultant. Nothing contained in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship between the District and Consultant, or between the District and Consultant's employees, agents, or independent contractors. Consultant and its employees, agents, or independent contractors do not have authority to act as agent for, or on behalf of, the District, to represent the District, or to bind the District in any manner. Consultant's personnel will be employees, agents, or independent contractors of Consultant. Consultant will be solely responsible for the activities of its employees, agents, independent contractors, and their employees or agents acting in the course of their employment. The District will have no duty or responsibility to withhold income tax or social security tax, or pay workers' compensation insurance premiums, unemployment compensation, or any fringe benefit incident to relations between Consultant and any of its personnel.

5.2 **Substitution of Personnel.** Consultant and the District have no present intention to substitute personnel, and the parties will endeavor to minimize substitutions and maintain continuity of personnel, but each reserves the right to substitute its personnel for the purpose of carrying out its responsibilities under this Agreement. Such substitution by Consultant will be subject to the approval of the District, which approval will not be unreasonably withheld. If Consultant substitutes personnel, it will not charge the District for any extra costs incurred thereby, including without limitation costs incurred to familiarize new personnel with the Project. If requested by the District, Consultant will remove from performing the services, without cost to the District or delay to the services, any person whose removal the District reasonably requests.

5.3 Consultant will supply all labor, supplies, materials, equipment, and tools required to complete the work.

6. **Assignment and Subcontracting.**

6.1 Neither party will transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other party.

6.2 Neither Consultant nor any Subconsultant, as defined below, will enter into any subcontract for any of the work contemplated under this Agreement without obtaining prior written approval of the District. In no event will the existence of a subcontract operate to release or reduce the liability of Consultant to the District for any breach in the performance of Consultant's duties under this Agreement. This Section 6.2 does not prohibit Consultant from entering into employment contracts with its employees who will perform work on behalf of Consultant in furtherance of the Project. For purposes of this Agreement, the term "Subconsultant" means a person, other than an employee of Consultant, who will perform all or part of the services described in this Agreement pursuant to a subconsultant agreement with Consultant. The term "Subconsultant" includes Subconsultants in any tier.

6.3 Consultant agrees that any agreement between Consultant and a Subconsultant to perform work in furtherance of the Project will contain terms consistent with this Agreement. Without limiting the foregoing, such agreements will include provisions substantially similar to Sections 12-13 herein.

7. **Termination.**

7.1 **Termination by the District for Cause.**

7.1.1 If Consultant breaches any provision of this Agreement, and if such breach is not cured within ten (10) days after receiving written notice from the District specifying such breach in reasonable detail, the District will have the right to terminate or suspend this Agreement by giving written notice thereof to Consultant.

7.1.2 In the event of termination or suspension for cause under Section 7.1.1, the District may pursue any and all available remedies. Without limiting the foregoing, if Consultant is in breach, it will be liable for damages as authorized by law including, but not limited to, any cost difference between the original Agreement and the replacement or cover agreement and all administrative costs directly related to the replacement agreement (e.g., costs of soliciting proposals, mailing, advertising, and staff time).

7.1.3 The District has the right to suspend all or part of the services due under this Agreement, withhold any outstanding payments, and otherwise prohibit Consultant from incurring additional obligation of funds during investigation of any alleged compliance breach and pending corrective action by Consultant or a decision by the District to terminate the Agreement. A termination will be deemed a "Termination for Convenience" if it is determined by a court of competent jurisdiction that (1) Consultant was not in default; or (2) failure to perform was outside of Consultant's control, fault, or negligence.

7.1.4 The rights and remedies of the District provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

7.2 Termination by the District for Convenience.

7.2.1 This Agreement may be terminated by the District for its convenience after ten (10) days' written notice to Consultant.

7.2.2 The parties acknowledge that the District's need for Consultant's services is contingent on securing adequate funding for the Project. If the District is unable to secure adequate funding for the Project, the District may immediately terminate this Agreement without providing ten (10) days' written notice.

7.2.3 Without limiting the foregoing, in the event funding from any state, federal, or other source is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the services under Section 2, the District may immediately terminate the Agreement without providing ten (10) days' written notice. In its discretion, the District may elect to renegotiate with Consultant the terms of this Agreement under any new funding limitations and conditions.

7.3 Termination Procedures.

7.3.1 Upon termination of this Agreement under Sections 7.1 or 7.2, the District, in addition to any other rights provided in this Agreement or by law, may require Consultant to deliver to the District any property specifically produced or acquired for the performance of such part of this Agreement that has been performed. The requirements of the "Treatment of Assets" provision, Section 17, will apply in the event of such property transfer.

7.3.2 Upon termination for cause under Section 7.1, the District will determine the extent of the liability of the District. Failure to agree with such determination will be a dispute within the meaning of the "Dispute Resolution" provision of this Agreement, Section 20. The District may withhold from any amounts due to Consultant such sum that the District determines to be necessary to protect the District against potential loss or liability. This provision will not be construed to limit the remedies of the District under this Agreement or by law.

7.3.3 Upon termination for convenience under Section 7.2, the District will pay to Consultant (1) the agreed-upon price, if separately stated, for completed work and services accepted by the District, and (2) the amount agreed upon by Consultant and the District for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services that are accepted by the District, and (d) the protection and preservation of property.

7.3.4 The rights and remedies of the District provided in this section will not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

7.3.5 After receipt of a notice of termination, and except as otherwise directed by the District, Consultant will:

7.3.5.1 Stop work under the Agreement on the date and to the extent specified in the notice;

7.3.5.2 Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Agreement that is not terminated;

7.3.5.3 Transfer title to the District and deliver in the manner, at the times, and to the extent directed by the District any property which, if the Agreement had been completed, would have been required to be furnished to the District;

7.3.5.4 Complete performance of the work that has not been terminated by the District;

7.3.5.5 Take such action as may be necessary, or as the District may direct, for the protection and preservation of the property related to this Agreement, which is in the possession of Consultant and in which the District has or may acquire an interest; and

7.3.5.6 Promptly prepare and send to the District an invoice of any work performed for which payment has not been provided.

7.3.6 The District will pay the amount(s) owed to Consultant under Sections 7.3.2 or 7.3.3 within sixty (60) calendar days of termination.

7.4 **Termination by Consultant.** Consultant may terminate this Agreement for the District's material breach after providing the District with at least thirty (30) days' prior notice and a reasonable opportunity to cure the breach.

8. **Compliance with Laws.**

8.1 Consultant will comply, and ensure that any and all of its personnel and Subconsultants comply, with all applicable federal, state, and local statutes, regulations, ordinances, and other legal requirements that affect performance of the services, including, but not limited to, any applicable state public works, prevailing wage, or bonding requirements and regulations for licensing, certification, and operation of facilities, programs, and accreditation.

8.2 Consultant will, at its own expense, apply for, obtain, and maintain in full force and effect all permits and approvals required for the performance of its services (if any) before commencing work.

8.3 Consultant will register with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made by the District under this Agreement.

8.4 In performing services under this Agreement, Consultant will comply with all appropriate state safety and health standards, codes, rules, and regulations, including, but not limited to, those promulgated under the Washington Industrial Safety and Health Act, Chapter 49.17 RCW ("WISHA"), and as set forth in Title 296 WAC (Department of Labor and Industries).

Consultant will likewise be obligated to comply with all federal safety and health standards, codes, rules, and regulations applicable to the services.

8.5 Consultant will immediately report to the District any failure by Consultant, any Subconsultant, or any third party performing work on the Project observed by Consultant to comply with applicable laws, regulations, or ordinances, including but not limited to those related to environmental compliance, including, but not limited to: spills, unauthorized fill in waters of the State (including wetlands), water quality standards, noise, and air quality.

9. **Nondiscrimination.** The parties agree that they will comply with all applicable federal and state laws and regulations prohibiting discrimination in the performance of this Agreement, including without limitation the Washington Law Against Discrimination, Chapter 49.60 RCW, and will not discriminate in any programs or activities under this agreement on the basis of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a trained dog guide or service animal.

10. **Confidentiality and Records.**

10.1 Consultant will not use or disclose any information concerning the District, or information designated by the District as “confidential,” for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the District or as may be required by law.

10.2 Consultant understands that the District is bound by the Washington Public Records Act, Chapter 42.56 RCW. Consultant agrees to fully cooperate with the District in responding to public records requests. Consultant will promptly provide such records to the District as requested by the District or required by law for the District to fulfill its obligations in responding to public records requests. Such records will be provided at no cost to the District.

10.3 Consultant will provide access to data generated under this Agreement to the District at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of Consultant as expressed in reports, including computer models and methodology for those models.

10.4 Consultant will maintain books, records, documents, data, and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Consultant will retain such records for a period of six (6) years following the date of final payment by the District. At no additional cost, these records, including materials generated under the Agreement, will be subject at all reasonable times to inspection, review, or audit by the District, personnel duly authorized by the District, the Office of the State Auditor, and federal, state, and local officials so authorized by law, regulation, or agreement. If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved.

11. **Publicity.** Consultant agrees to submit to the District any advertising and publicity matters relating to the services performed pursuant this Agreement wherein the District’s name is

mentioned or language used from which the connection to the District's name may, in the District's judgment, be inferred or implied. Consultant agrees not to publish or use such advertising and publicity matters without the prior written consent of the District.

12. **Tobacco-Free Property.** In accordance with RCW 28A.210.310 and policies and procedures adopted by the District's Board of Directors in accordance therewith, Consultant, its employees, Subconsultants, and agents of Consultant will not use tobacco products, including but not limited to "vaping" or "e-cigarette" liquid or equipment, on District property.

13. **Background Checks.**

13.1 In the event that Consultant or any of Consultant's agents, employees, or applicants for employment will have regularly scheduled unsupervised access to children, Consultant will require a record check through the Washington State Patrol criminal investigation system under RCW 43.43.830-.834, RCW 10.97.030, and RCW 10.97.050, and through the Federal Bureau of Investigation, before either hiring the applicant or allowing the previously hired agent or employee to work at District facilities. The record check will include a fingerprint check using a complete Washington State criminal identification fingerprint card. Consultant will provide a copy of the results to the subject of the records and to the District. If an applicant has had a record check within the previous two (2) years, Consultant may waive the record check requirement for that applicant. Consultant will pay all costs of the requirements set forth in this provision. In addition, any agreements between Consultant and any Subconsultants who will perform services for the District will include a provision substantially similar to this provision requiring the Subconsultant to comply with RCW 28A.400.303.

13.2 In accordance with RCW 28A.400.330, Consultant will prohibit any employee of Consultant 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 pleaded guilty to or been convicted of any crime enumerated in RCW 28A.400.322, as now or hereafter amended. Any failure to comply with this paragraph will be grounds for the District to immediately terminate the Agreement. In addition, any agreements between Consultant and any Subconsultants who will perform services for the District will include a provision substantially similar to this provision requiring the Subconsultant to comply with RCW 28A.400.330.

14. **Insurance.**

14.1 Consultant will obtain and keep in full force and effect during the term of this Agreement liability insurance coverage as set forth in this Section 14. The intent of the required insurance is to protect the District should there be any claims, demands, suits at law or equity, actions, penalties, losses, damages, costs, or expenses arising from any negligent or intentional act or omission of Consultant or a Subconsultant, or employees or agents of either, while performing work under the terms of this Agreement.

14.2 Consultant is responsible for ensuring that any Subconsultants provide insurance coverage at the same limits as required of Consultant for the activities arising out of subcontracts for work performed under this Agreement.

14.3 Consultant will provide insurance coverage, which will be maintained in full force and effect during the term of this Agreement, as follows:

14.3.1 Employer's Liability. Consultant will provide an Employer's Liability Insurance Policy with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

14.3.2 Commercial General Liability Insurance Policy. Consultant will provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activities, but in any event with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate.

14.3.3 Automobile Liability. In the event that services delivered pursuant to this Agreement involve the use of vehicles, either owned or used by Consultant, automobile liability insurance will be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

14.3.4 Errors and Omissions. Consultant will provide an Errors and Omissions Liability Insurance Policy to protect against legal liability arising out of Consultant's sole negligence of no less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate.

14.3.5 Worker's Compensation. Consultant will provide worker's compensation insurance as required by the industrial insurance laws of the State of Washington.

14.4 The insurance required by this Agreement will be issued by an insurance company or companies authorized to do business within the State of Washington.

14.5 All insurance policies required by this Agreement will name the District and its directors, officers, and employees as additional insureds.

14.6 All policies obtained by Consultant pursuant to this Agreement will be primary to any other valid and collectible insurance. Any insurance, self-insurance, or insurance pool coverage maintained by the District will be in excess of Consultant's insurance and will not contribute with it.

14.7 Consultant will provide the District with written notice of any modification to or cancellation of any insurance policy required by this Agreement within two (2) business days (weekdays Monday through Friday, excluding District holidays). If any such insurance is cancelled or not renewed, Consultant will promptly provide equivalent protection.

14.8 Consultant will submit to the District within fifteen (15) calendar days of the Agreement's effective date a certificate of insurance with the additional insured endorsement attached that outlines the coverage and limits defined in this Section 14. Consultant will promptly submit renewal certificates as requested by the District during the term of the Agreement.

14.9 The above-listed liability insurance will be written on an occurrence or a claims-made basis, unless otherwise specified herein. If coverage is provided on a claims-made basis, coverage will be maintained from the date of commencement of services until six (6) years after

the date of final payment hereunder. This Section 14.9 will survive the termination of this Agreement.

15. **Taxes.** All payments or obligations accrued because of payroll taxes, unemployment contributions, and any other taxes, insurance, or other expenses for Consultant or its personnel will be the sole responsibility of Consultant. Without limiting the foregoing, Consultant specifically agrees to pay any applicable business and occupation (B&O) taxes which may be due on account of this Agreement.

16. **Intellectual Property Rights.**

16.1 Consultant hereby irrevocably assigns all rights, title, and interest in materials created in the scope of Consultant's services under this Agreement, including all intellectual property rights, to the District effective from the moment of creation of such materials.

16.2 For purposes of this Agreement, the term "materials" means all items, in any format, and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the copyright to the materials.

16.3 For materials that are delivered under the Agreement, but that incorporate pre-existing materials not produced under the Agreement, Consultant hereby grants to the District a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform and publicly display. Consultant warrants and represents that Consultant has all rights and permissions, including intellectual property rights, moral rights, and rights of publicity, necessary to grant such a license to the District.

16.4 Consultant will exert all reasonable effort to advise the District, at the time of delivery of materials furnished under this Agreement, of any portion of such materials that was not produced in the performance of this Agreement.

16.5 In the event Consultant receives notice of a claim of infringement of intellectual property rights related to any materials delivered under this Agreement, Consultant will promptly provide a copy of such notice to the District.

17. **Treatment of Assets.**

17.1 The District will retain title to all real or personal property furnished by the District pursuant to this Agreement.

17.2 Title to all property furnished by Consultant, the cost of which Consultant is entitled to be reimbursed as a direct item of cost under this Agreement, will pass to and vest in the District upon delivery of such property by Consultant.

17.3 Title to other property, the cost of which is reimbursable to Consultant under this Agreement, will pass to and vest in the District upon (1) issuance for use of such property in the performance of this Agreement, (2) commencement of use of such property in performance of this

Agreement, or (3) reimbursement of the cost thereof by the District in whole or part, whichever first occurs.

17.4 Any property of the District furnished to Consultant will, unless otherwise provided herein or approved by the District, be used only for the performance of this Agreement.

17.5 Consultant will be responsible for any loss or damage to property of the District that results from the negligence of Consultant or from the failure on the part of Consultant to maintain and administer that property in accordance with sound management practices.

17.6 If any District property is lost, destroyed, or damaged, Consultant will immediately notify the District and will take all reasonable steps to protect the property from further damage.

17.7 Consultant will surrender to the District all property of the District prior to settlement upon completion, termination, or cancellation of this Agreement.

17.8 All reference to Consultant under this Section 17 will also include Consultant's employees, agents, and Subconsultants.

18. **Right of Inspection.** Consultant will provide the right of access to its facilities to the District or its designees, or to any other authorized agent or official of the federal, state, or local governments, at all reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance of the services provided under this Agreement.

19. **Hold Harmless/Indemnification.**

19.1 Consultant will indemnify and hold harmless the District and its directors, officers, employees, agents, consultants, insurers, and attorneys (the "Indemnified Parties"), from and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, costs, or expenses (including but not limited to attorney fees) ("Claims"), of whatever kind or nature, brought against the Indemnified Parties arising out of, in connection with, or incident to this Agreement and/or Consultant's performance or failure to perform services under this Agreement; provided, however, that if such Claims are caused by or result from the concurrent negligence of Consultant and/or its employees, agents, or Subconsultants and the Indemnified Parties, Consultant will be required to indemnify, defend, and hold harmless the Indemnified Parties only to the extent of the negligence of Consultant or its employees, agents, or Subconsultants; and provided further, that nothing herein will require Consultant to indemnify, defend, or hold harmless the Indemnified Parties from any Claims arising from the sole negligence of the Indemnified Parties.

19.2 Without limiting the foregoing, Consultant agrees that its obligation to indemnify, defend, and hold harmless the Indemnified Parties includes Claims made by Consultant's employees and agents, and by any Subconsultants and their employees and agents.

19.3 Consultant expressly agrees that the indemnification provided herein constitutes Consultant's waiver of immunity under Title 51 RCW for the purposes of this Agreement. This waiver has been mutually negotiated by the parties.

19.4 This Section 19 will survive the expiration or termination of this Agreement.

20. **Dispute Resolution.** Any claim, dispute, or other matter in question between the parties arising out of or related to this Agreement will be subject to mediation as a condition precedent to binding dispute resolution, unless provided otherwise herein.

20.1 The parties will cooperate in good faith and attempt to resolve any dispute that arises prior to mediation.

20.2 The parties will endeavor to resolve claims, disputes, and other matters in question between them by mediation which, unless the parties mutually agree otherwise, will be administered by the American Arbitration Association in accordance with its rules in effect on the date of this Agreement.

20.3 A request for mediation will be made in writing, delivered to the other party, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation will proceed in advance of binding dispute resolution proceedings, which will be stayed pending mediation for a period of thirty (30) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

20.4 This Section 20 and its subsections will not apply prior to termination by the District under Section 7; such termination will be effective immediately.

20.5 The request for mediation must: (1) be in writing; (2) state the disputed issue(s); (3) state the party's understanding of the relative positions of the parties; and (4) state Consultant's name, address, and contact number.

20.6 The parties will share the mediator's fee and any filing fees equally. The mediation will be held within the boundaries of the District, unless another location is mutually agreed upon. Agreements reached in mediation will be enforceable as settlement agreements in any court having jurisdiction thereof.

20.7 If the parties do not resolve a dispute through mediation pursuant to this section, the parties may pursue any lawful method of binding dispute resolution, unless otherwise provided elsewhere in this Agreement.

20.8 Nothing in this Agreement will be construed to limit the parties' choice of a mutually acceptable alternative dispute-resolution method in addition to or instead of the procedure outlined above.

21. **Billing Procedures and Payment.**

21.1 The District will pay Consultant upon acceptance of services provided and receipt of properly completed, detailed invoices, which will be submitted monthly to the District.

21.2 All invoices will describe and document, to the District's satisfaction, a description of the work performed, the progress of the Project, and fees Consultant believes are due and payable.

21.3 Payment will be considered timely if made by the District within thirty (30) calendar days after receipt of a properly completed invoice. Payment will be sent to the address designated by Consultant.

21.4 The District may, in its sole discretion, terminate the Agreement pursuant to Section 7.1 or withhold payments claimed by Consultant for services rendered which, in the reasonable judgement of the District, fail to satisfactorily comply with any term or condition of this Agreement or with application of federal, state, or local standards. This provision does not limit any of the District's remedies under this Agreement or by law.

21.5 The District will not pay Consultant if Consultant has charged or will charge any other party under any other contract or agreement for the same services or expenses.

22. **Debarment and Suspension.** Consultant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency. Further, Consultant agrees not to enter into any agreements or contracts related to this Agreement with any party that is on the General Services Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs."

23. **Representations and Standard of Care.**

23.1 Consultant will be responsible for the technical accuracy of its services and documents resulting therefrom, and the District will not be responsible for discovering deficiencies therein. Consultant will correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in District-furnished information.

23.2 Consultant will exercise the degree of skill and diligence normally employed by professional consultants engaged in the same profession and performing the same or similar services at the time such services are performed.

24. **Force Majeure.**

24.1 If a Force Majeure Event prevents a party from complying with any one or more obligations under this Agreement, that inability to comply will not constitute breach if (1) that party uses reasonable efforts to perform those obligations, (2) that party's inability to perform those obligations is not due to its failure to (a) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (b) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and (3) that party complies with its obligations under Section 24.

24.2 For purposes of this Agreement, "Force Majeure Event" means, with respect to a party, any event or circumstance, whether or not foreseeable, that was not caused by that party and any consequences of that event or circumstance; provided, however, that the pandemic of the

disease COVID-19 (including any variation thereof) does not constitute a Force Majeure Event. Force Majeure Events include, but are not limited to, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss, or malfunctions of utilities, communications, or computer (software or hardware) services.

24.3 If a Force Majeure Event occurs, the noncomplying party will promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance, and how long the noncomplying party expects it to last. Thereafter, the noncomplying party will update that information as reasonably necessary. During a Force Majeure Event, the noncomplying party will use reasonable efforts to limit damages to the other party and to resume its performance under this Agreement.

25. **COVID-19 Safety Compliance.**

25.1 Consultant will prepare and carry out a COVID-19 safety plan for completion of the Work ("Safety Plan") consistent with the then-current health and safety protocols of the District. The Safety Plan will also be consistent with the then-current orders and guidance of the U.S. Centers for Disease Control and Prevention, Washington State Department of Health, Clallam County public health officials, and other federal, state, and local government authorities with jurisdiction.

25.2 The Safety Plan will provide for implementation of protective measures to mitigate the spread of SARS-CoV-2 among and between the workers of Consultant, Subconsultants of any tier, the District's personnel, and members of the public who may be present. At a minimum, the Safety Plan will require workers on the Project to practice adequate social distancing, use appropriate personal protective equipment, not report to work when sick or experiencing symptoms of COVID-19, and promptly report diagnosis with COVID-19 to Consultant. Consultant will require compliance with the Safety Plan in each contract and subcontract entered into related to the Project.

25.3 No later than the first day that work on the Project commences at the Project site, Consultant will post a copy of the Safety Plan at the site where other safety notices are made available to workers and will distribute a paper and/or electronic copy of the Safety Plan to the District, each worker, and each Subconsultant of any tier (including updated copies if any subsequent amendments are made).

25.4 Until the date of final completion of the Project, Consultant will periodically update the Safety Plan as orders and guidance of government authorities with jurisdiction change.

25.5 Should Consultant have reasonable cause to believe that any worker of Consultant or a Subconsultant of any tier who has worked at the Project site has COVID-19, Consultant will immediately (1) exclude that worker from the Project site and (2) inform the District.

26. **Integrated Agreement and Modification.** This Agreement is the full and complete understanding of the parties. There are no other agreements, either verbal or written, that would alter the terms of this document. Any prior written agreements or understandings are superseded

by this Agreement. The Agreement may be modified or amended only by mutual written agreement by the authorized representatives of the parties.

27. **Severability.** Should any of the provisions of this Agreement be rendered invalid by a court or government agency of competent jurisdiction, it is agreed that this will not in any way or manner affect the enforceability of the other provisions of this Agreement, which will remain in full force and effect. If any provision of this Agreement violates any statute or rule of law of the State of Washington, or District policies, procedures, or regulations, it will be interpreted so as to conform to that statute, rule of law, policy, procedure, or regulation.

28. **Governing Law and Venue.** This Agreement will be construed and interpreted in accordance with the laws of the State of Washington, without regard to Washington's choice-of-law rules. The venue of any action brought hereunder will be in the Superior Court for Clallam County, Washington.

29. **Attorney Fees.** The parties agree that should any legal proceeding be required to enforce any term or condition of this Agreement, the prevailing party in such proceeding will be entitled to an award of costs and reasonable attorney fees in addition to any other relief awarded.

30. **Waiver.** Failure by either party to enforce strictly any of the provisions of this Agreement or to exercise any right hereunder will not be construed as a waiver thereof or as excusing the other party from future performance. No provision of this Agreement and any attachments hereto will be deemed waived, altered, or modified by either party unless the party against whom enforcement of the waiver or modification is sought signs such waiver, alteration, or modification.

31. **Order of Precedence.** Each of the exhibits listed below is by this reference hereby incorporated into this Agreement. In the event of an inconsistency in this Agreement, the inconsistency will be resolved by giving precedence in the following order:

1. Applicable federal and State of Washington statutes and regulations.
2. Special terms and conditions as contained in this basic Agreement instrument.
3. Attachment "A," "Consultant's Scope of Services," dated [date].
4. Attachment "B," "Consulting services scoring matrix (RFP)."
5. Any other provision, term, or material incorporated herein by reference or otherwise incorporated.

32. **Notice.**

32.1 Any notices required or permitted to be given hereunder will be given in writing and will be delivered (1) in person; (2) by certified mail, postage prepaid, return receipt requested; (3) by facsimile; (4) by email; or (5) by a commercial overnight courier that guarantees next-day delivery and provides a receipt.

32.2 Notices will be addressed as follows:

If to the District: Sequim School District No. 323
Attention: [name and title]
[address]
Phone: [redacted]
Fax: [redacted]
Email: [redacted]

If to Consultant: [Consultant name]
Attention: [redacted]
Mailing Address: [redacted]
[redacted]
Phone: [redacted]
Fax: [redacted]
Email: [redacted]

32.3 Either party may from time to time specify in writing an alternative address to the other party.

32.4 Any notice will be effective only upon delivery, which for any notice given by facsimile will mean notice that has been received by the party to whom it is sent as evidenced by confirmation slip and which for email will mean confirmation that the email has been delivered to the recipient's email system (i.e., a "delivery receipt," not a "read receipt").

33. **Time of the Essence.** Both parties recognize time is of the essence in the performance of the provisions of this Agreement.

34. **Term.** This Agreement will be effective upon execution and will remain in effect until [date], unless the time for performance is extended in writing by the parties.

35. **Survival.** Sections 10, 14.9, 16-17, 19, and 28-29 will survive expiration or termination of this Agreement for any reason.

36. **Approval.** This Agreement will be subject to approval of the District's Board of Directors and will not be binding until so approved.

37. **Conflict of Interest.** No director, officer, or employee of the District, having the power or duty to perform an official act or action related to this Agreement, will have or acquire any interest in this Agreement, or have solicited, accepted, or granted a present or future gift, favor, service or thing of value from any person with an interest in this Agreement.

38. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which, taken together, will be deemed one and the same document.

39. **Headings.** The headings or captions within this Agreement will be deemed set forth in the manner presented for the purposes of reference only and will not control or otherwise affect the information set forth therein or interpretation thereof.

40. **No Third-Party Beneficiaries.** Nothing contained in this Agreement will create a contract relationship with a third party or a cause of action in favor of a third party against either Consultant or the District. There are no intended third-party beneficiaries of this Agreement.

THIS AGREEMENT, consisting of [number] pages and [number] attachment(s), is executed by the persons signing below, who warrant that they have the authority to execute the Agreement on behalf of their respective parties.

SEQUIM SCHOOL DISTRICT No. 323

Regan Nickels, Superintendent

Date:

[CONSULTANT NAME]

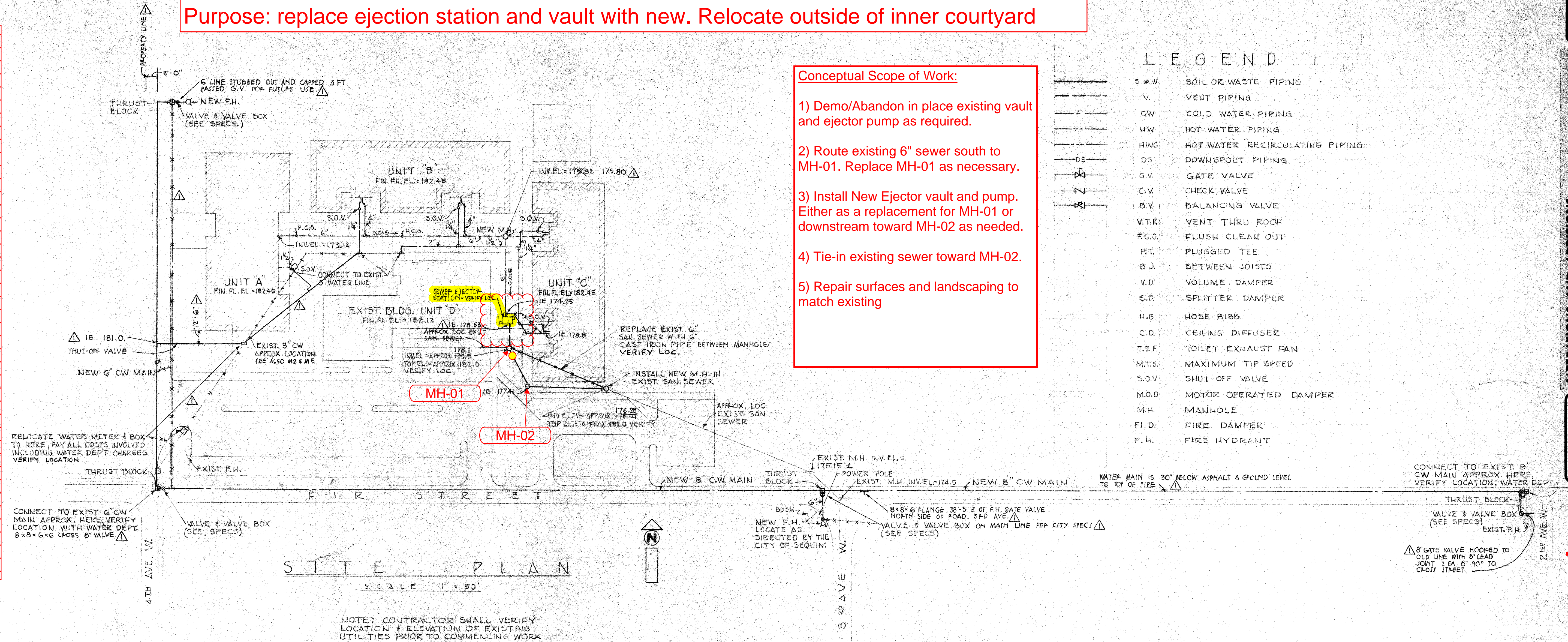
Name:
Title:

Date:

**[INSERT ATTACHMENT “A”:
“CONSULTANT’S SCOPE OF SERVICES”]**

**[INSERT ATTACHMENT “B”:
“CONSULTING SERVICES SCORING MATRIX (RFP)”]**

Purpose: replace ejection station and vault with new. Relocate outside of inner courtyard



FIXTURE CONNECTION SCHEDULE				
FIXTURE		SOIL OR WASTE VENT		WATER
WATER CLOSET	T	4"	2"	1"
URINAL	U	2"	2"	3/4"
LAVATORY	L	1 1/2"	1 1/2"	1/2"
SINK	SK	2"	1 1/2"	1/2"
SERVICE SINK	S.S.	2"	1 1/2"	1/2"
DRINKING FOUNTAIN	D.F.	1 1/2"	1 1/2"	1/2"
FLOOR DRAIN	F.D.	2"	2"	
SHOWER	SH	2"	2"	1/2"

UNIT VENTILATOR SCHEDULE				
UNIT	CFM	KW	WALL BOX	TYPE
A	1000 *	7.8	FURNISHED WITH WALL	W
B	750 ***	5.85	" " " "	"
C	1600 ****	11.4	" " " " " "	"
D ₁	1500 *****	11.4 (av)	" " " " " "	EXISTING
D ₂	1500	7.8 (b)	" " " " " "	"
E	1250****	7.8	" " " " " "	W
F	1500	15.0	" " " " " "	"
G	750**		STANDARD SIZE(G)	"

LIST OF DRAWINGS

M-1	SITE PLAN & DETAILS
M-2	UNIT "A" FLOOR & FOUNDATION PLANS & DETAILS
M-3	UNITS "B" & "C" FLOOR & FOUNDATION PLANS
M-4	UNIT "D" FLOOR & FOUNDATION PLANS & DETAILS

