

CONTRACT FOR CONSTRUCTION
between
NORTH CLACKAMAS SCHOOL DISTRICT NO. 12
and
[CONTRACTOR NAME]

CONTRACT TRACKING NO. _____

**THIS CONTRACT SHALL BE BINDING ON DISTRICT ONLY IF IT IS
SIGNED BY THE AUTHORIZED DESIGNEE**

This Construction contract ("Contract") is between North Clackamas School District No. 12 ("District") and [Name] ("Contractor") to construct the Work on the following Project;

[Insert Brief Description of the Project]

The parties agree as follows:

CONTRACTOR DATA

Contractor attests that it is an independent contractor solely responsible for the work performed under this Contract. Contractor, its Subcontractors, employees, and agents shall not be deemed employees of District. Contractor shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for Work under this Contract.

Full Business Name:

Address:

City, State, Zip:

Business Telephone:

Facsimile:

Email:

Federal Tax Identification Number ("TIN") or Social Security Number ("SSN"):

Oregon Construction Contractors Board License Number:

Workers' Compensation Carrier:

Workers' Compensation Policy:

Expiration Date:

Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided above by Contractor.

Contractor certifies under penalty of perjury that Contractor is a:

☐ Sole Proprietor ☐ Corporation ☐ Limited Liability Company
☐ Partnership ☐ Nonprofit Corporation ☐ Government
Agency ☐ Other [describe: _____]

1.1 Work. Contractor shall fully execute the Work described by the Contract Documents, unless specifically indicated in the Contract Documents to be the responsibility of others. The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes, except as otherwise specifically stated in this Contract, all other labor, materials, equipment, tools, permits, fees, licenses, facilities, taxes, transportation, supervision, temporary constructions of every nature, and all other services, management, and facilities of every nature whatsoever necessary to fulfill Contractor's obligations by executing and completing this Contract within the Contract Time. The Work may constitute the whole or a part of the Project.

1.2 Enumeration of Contract Documents. The "Contract Documents" are enumerated as follows:

- 1.2.1. This Contract.
- 1.2.2. The District's General Conditions of the Contract dated February 2018, attached as Exhibit A.
- 1.2.3. Insurance Requirements, attached as Exhibit B.
- 1.2.4. Supplementary Conditions of the Contract, if Any. [List or refer to Exhibit.]
- 1.2.5. The Specifications. [List or refer to Exhibit.]
- 1.2.6. The Drawings. [List or refer to Exhibit.]
- 1.2.7. The Addenda, if Any. [List or refer to Exhibit.]
- 1.2.8. Additional Documents. [List any other documents that should be part of the contract, or refer to Exhibits.]
- 1.2.9. Any Modifications to the Contract executed after the effective date of the Contract, including change orders and contract amendments.

1.3 The Contract. This Contract, together with the other Contract Documents, forms the entire and integrated agreement between the Parties. Unless the context requires otherwise, any reference to the "Contract" includes the Contract Documents.

1.4 The Contract Time.

1.4.1. Date of Substantial Completion. Contractor shall achieve Substantial Completion of the Work under this Contract within _____ (_____) consecutive calendar days ("Contract Time") from the date specified in District's Notice to Proceed, subject to adjustments of this Contract Time as provided in the Contract Documents.

1.4.2. Date of Final Completion. Contractor shall achieve Substantial Completion of the Work under this Contract within _____ (_____) consecutive calendar days ("Contract Time") from the

date of Substantial Completion, subject to adjustments of this Contract Time as provided in the Contract Documents.

1.4.3. Liquidated Damages: The Contractor acknowledges that the Owner will sustain damages as a result of the Contractor's failure to substantially complete the Project in accordance with the Contract Documents. These damages may include, but are not limited to, delays in completion and use of the Project, and costs associated with Contract administration, additional Project Team costs, and use of temporary facilities. The Contractor and the Owner acknowledge that the actual amount of damages would be difficult to determine accurately and agree that the following liquidated damages figure represents a reasonable estimate of such damages and is not a penalty. Liquidated damages will be \$ [REDACTED] for each day that Substantial Completion exceeds the required date of Substantial Completion. The Contractor agrees to pay to the Owner the liquidated damage sums set forth above for each day of delay or any fraction thereof, and further agrees that the Owner may deduct such sums from payments the Owner otherwise owes to the Contractor under the Contract. If such deduction does not result in payment to the Owner of the assessed liquidated damages in full, the Contractor will promptly pay any and all remaining sums due to the Owner upon demand.

1.5 The Contract Sum.

1.5.1. The Contract Sum is \$ [REDACTED]. The Contract Sum is the total amount payable by District to Contractor for performance of Work under the Contract Documents.

1.5.2. The following alternates are included in the Contract Sum: [List or Reference Alternates.]

1.5.3. Unit prices if any: [List or Reference to Exhibit.]

1.5.4. Allowances included in the Contract Sum, if any: [List or Reference to Exhibit.]

1.5.5. Notwithstanding any other provision of this Contract or the Contract Documents, the Contract Sum includes all construction contingencies for existing site conditions other than for pre-existing Hazardous Materials. Contractor is thoroughly acquainted with and has inspected the Project site without restriction, understands the potential risks in this construction Work, and accepts the full risk of construction contingencies to complete the Work within the Contract Time and Contract Sum set out in this Contract.

1.6 Progress Payments.

1.6.1. The Contractor will submit an application for payment to the District Representative as provided in the General Conditions. The District Representative may require the Contractor to simultaneously submit an application for payment to the Design Professional working on the Project.

1.6.2. Each application for payment shall be for one calendar month ending on the last day of the month.

1.6.3. Payments are due and payable thirty (30) days following receipt of the Contractor's complete Application for Payment or fifteen (15) days from the date after payment is approved by the District Representative, whichever is earlier. Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate set forth in ORS 279C.570(2).

1.6.4. The amount of each progress payment shall be determined as provided in the General Conditions, less retainage of five percent (5%) pursuant to ORS 279C.550 to 279C.565, ORS 701.420 and 701.430, and less liquidated damages, if any.

1.7 Designation of Representatives.

1.7.1. The District's Representative is: [Name and Contact Information.]

1.7.2. The Contractor's Representative is: [Name and Contact Information.]

1.7.3. A party may change its designated representative upon thirty (30) days written notice to the other party.

1.8 Notice and Communications.

1.8.1. Notices and communications between the parties to this Contract may be sent to the following addresses:

District:

Contractor:

1.8.2. The party giving notice will provide notice in writing, dated and signed by the party giving notice or by a duly authorized representative of that party. Notice is not effective for any purpose whatsoever unless served in one of the following manners:

1.8.3. If notice is given by personal delivery, it is deemed delivered on the day of delivery.

1.8.4. If notice is given by overnight delivery service, it is deemed delivered one (1) day after date deposited, as indicated by the delivery service.

1.8.5. If notice is given by depositing same in United States mail, enclosed in a sealed envelope, it is deemed delivered three (3) days after date deposited, as indicated by the postmarked date.

1.8.6. If notice is given by registered or certified mail with postage prepaid, return receipt requested, it is deemed delivered on the day the notice is signed for.

1.9 Compliance With Applicable Law. Contractor shall comply with all federal, state, and local laws applicable to the Work under this Contract, and all regulations and administrative rules established pursuant to those laws, including without limitation the following requirements of the Oregon Public Contracting Code:

1.9.1. ORS 279A.110 (Non-Discrimination Certification): Contractor shall certify that Contractor has not discriminated and will not discriminate against a Subcontractor in the awarding of a subcontract because the Subcontractor is a minority, women, or emerging small business enterprise certified under ORS 200.055, or a business that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225.

1.9.2. ORS 279C.380 (Performance and Payment Bonds): Unless exempted by the Owner in writing pursuant to the Owner's local public contracting rules, prior to starting work under this Contract, Contractor shall execute and deliver to Owner a good and sufficient performance bond, in a form acceptable to Owner, in a sum equal to one hundred percent (100%) of the construction portion of the Contract Price, and Contractor shall execute and deliver to Owner a good and

sufficient payment bond, in a form acceptable to Owner, in a sum equal to one hundred percent (100%) of the construction portion of the Contract Price, solely for the protection of claimants under ORS 279C.600.

1.9.3. ORS 279C.505 (Prompt Pay Requirement, Liens, Taxes, and Drug Testing): Contractor shall make payment promptly, as due, to all persons supplying to such Contractor labor or material for the performance of the Work provided for in such Contract; pay all contributions or amounts due the Industrial Accident Fund from such Contractor incurred in the performance of the Contract; not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation, or subdivision thereof, on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall further demonstrate that an employee drug testing program is in place.

1.9.4. ORS 279C.510 (Recycling/Composting): If this Contract includes demolition work, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. If this Contract includes lawn or landscape maintenance, the Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

1.9.5. ORS 279C.515 (Failure to Make Prompt Payment): If Contractor fails, neglects, or refuses to make prompt payment of any Claim for labor or services furnished to the Contractor or a Subcontractor by any person in connection with this Contract as such Claim becomes due, the Owner may pay such Claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. The payment of a Claim in the manner authorized in this section shall not relieve the Contractor or the Contractor's surety from any obligation with respect to any unpaid Claims. Unless the payment is subject to a good-faith dispute as defined in ORS 279C.580, if Contractor or any first-tier Subcontractor fails to pay any Claim for materials or labor furnished under this Contract within 30 days after being paid by Owner, interest shall be due on such claim as specified in ORS 279C.515(2) at the end of the 10-day period that payment is due under ORS 279C.580(4). A person with any such unpaid Claim may file a complaint with the Construction Contractor's Board unless the complaint is subject to a good-faith dispute as defined in ORS 279C.580.

1.9.6. ORS 279C.520 and 279C.540 (Hours of Labor, Holidays, Overtime, Pay Equity, and Discussion of Rates of Pay):

.1 Contractor shall not employ and shall require that its Subcontractors not employ any person to perform construction work for more than ten (10) hours in any one (1) day, or forty (40) hours in any one (1) week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of Contracts for personal services as defined in ORS 279A.055, the laborer shall be paid at least time and a half pay:

.1.1 For all overtime in excess of eight (8) hours a day or forty (40) hours in any one (1) week when the work week is five (5) consecutive days, Monday through Friday; and

.1.2 For all overtime in excess of ten (10) hours a day or forty (40) hours in any one (1) week when the work week is four (4) consecutive days, Monday through Friday; and

.1.3 For work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or ORS 279C.540(1)(b).

.2 The requirement to pay at least time and a half for all overtime worked in excess of forty (40) hours in any one (1) week shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime. Contractor shall and shall require its Subcontractors to give notice in writing to their employees who work under this Contract, either at the time of hire or before commencement of Work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

.3 Contractor shall comply with ORS 652.220 (Prohibition of discriminatory wage rates based on sex; employer not to discriminate against employee who is a complainant). Compliance is a material element of the Contract. Failure to comply is a breach that entitles the Owner to terminate the contract for cause.

.4 The Contractor may not prohibit any of the Contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person, and may not retaliate against an employee who does so.

1.9.7. ORS 279C.525 (Notice of Environmental Regulations): State law requires that solicitation documents for a public improvement contract that make specific reference to federal, state, and local agencies that have enacted ordinances, rules, or regulations dealing with the prevention of environmental pollution or the preservation of natural resources that may affect the performance of this Contract. These agencies include, but are not limited to:

.1 Federal Agencies: Department of Agriculture, Forest Service, Soil and Water Conservation Service, Coast Guard, Department of Defense, Army Corps of Engineers, Department of Emergency, Federal Energy Regulatory Commission, Environmental Protection Agency, Department of Health and Human Services, Department of Housing and Urban Development, Solar Energy and Energy Conservation Bank, Department of Interior, Bureau of Land Management, Bureau of Indian Affairs, Bureau of Mines, Bureau of Reclamation, Geological Survey, Minerals Management Service, U.S. Fish and Wildlife Service, Department of Labor, Mine Safety and Health Administration, Occupational Safety and Health Administration, Department of Transportation, Federal Highway Administration, and Water Resources Council.

.2 State Agencies: Department of Administrative Services, Department of Agriculture, Soil and Water Conservation Commission, Columbia River Gorge Commission, Department of Energy, Department of Environmental Quality, Department of Fish and Wildlife, Department of Forestry, Department of Geology and Mineral Industries, Department of Human Resources, Department of Consumer and Business Services, Land Conservation and Development Commission, Department of Parks and Recreation, Division of State Lands, and Department of Water Resources.

.3 Local Agencies: City councils, county courts, county boards of commissioners, metropolitan service district councils, design commissions, historic preservation commissions, planning commissions, development review commissions, special district boards of directors, and other special districts and special governmental agencies such as TriMet, urban renewal agencies, and Port Districts.

.4 Tribal Governments.

1.9.8. ORS 279C.530 (Payment for Medical Care and Workers' Compensation): Contractor shall promptly, as due, make payments to any person, co-partnership, association, or corporation

furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service. All employers, including the Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017, and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.

1.9.9. ORS 279C.545 (Time Limitations on Claims for Overtime): Construction workers employed by the Contractor or its Subcontractor shall be foreclosed from the right to collect for any overtime under this Contract unless a claim for payment is filed with the Contractor or Subcontractor within ninety (90) days from the completion of the Contract, providing the Contractor or Subcontractor has:

- .1 Caused a circular clearly printed in blackface pica type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place which is readily available and freely visible to any and all workers employed on the Work; and
- .2 Maintained such circular continuously posted from the inception to the completion of the Contract on which workers are or have been employed.

1.9.10. ORS 279C.580(3) (Prompt Payment of First-Tier Subcontractors): Contractor shall include in each subcontract for property or services with a first-tier Subcontractor a clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten (10) days out of such amounts as are paid to the Contractor by the Owner. Contractor shall also include in each subcontract a clause that states that if the Contractor fails to pay any claim for materials or labor furnished under this Contract within thirty (30) days after being paid by Owner, interest shall be due on such claim as specified in ORS 279C.515(2) at the end of the 10-day period that payment is due under ORS 279C.580(3). Contractor shall require each first-tier Subcontractor to include a payment clause and interest clause conforming to the requirements of ORS 279C.580 in each of its subcontracts, and to require each of its Subcontractors to include a similar clause in each Contract with a lower-tiered Subcontractor or supplier.

1.9.11. ORS 279C.605 (Notice of Claim on Bond): Any person claiming a right of action under ORS 279C.600 must file a notice of claim as provided in ORS 279C.605.

1.9.12. ORS 279C.800 to 279C.870:

- .1 This Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870. Each worker, the Contractor, Subcontractor, or other person who is party to the Contract used in performing all or part of the Contract, shall be paid not less than the applicable prevailing rate of wage for each trade or occupation as defined by the Director of the State of Oregon Bureau of Labor and Industries ("BOLI") in the applicable publication entitled Definitions of Covered Occupations for Public Works Contracts in Oregon. The prevailing wage rates for public works contracts in Oregon are contained in the following publications: The [date of most current publication] Prevailing Wage Rates for Public Works Projects in Oregon, the [date of most current publication] PWR Apprenticeship Rates, and [date of any amendments to the PWR rates or Apprenticeship rates since the most current

publication of those rates]. Such publications can be reviewed electronically at http://www.boli.state.or.us/BOLI/WHD/PWR/pwr_state.shtml and are hereby incorporated by reference as part of the Contract Documents.

~~.2 This Contract is []/is not [] also subject to payment of prevailing wages under the federal Davis-Bacon Act (40 U.S.C. 3141 et seq.). Notwithstanding subsection 1.9.12 of this Section, if this Contract is subject to payment of prevailing wages under the Davis-Bacon Act, Contractor and any Subcontractors must pay the higher of the federal prevailing wage or the state prevailing wage. The latest state prevailing wages can be reviewed as set forth in subsection 1.9.12.1 of this Section. The latest federal prevailing wage rates can be reviewed electronically at <http://www.wdol.gov/Index.aspx> (Search for Oregon, Washington County, Building Construction Type) and are hereby incorporated by reference as part of the Contract Documents. Contractors shall follow all prevailing wage rules including posting the Davis-Bacon poster at the worksite and submitting certified payroll records. The poster is available at <http://www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf>. The payroll form is at <http://www.dol.gov/whd/forms/wh347instr.htm>.~~

.3 District shall pay a fee to the Commissioner of the Oregon Bureau of Labor and Industries as provided in ORS 279C.825. The fee shall be paid to the Commissioner under the administrative rule of the Commissioner.

.4 Contractor and any Subcontractors shall post the prevailing wage rates in a conspicuous and accessible place in or about the Project.

1.9.13. ORS 279C.836: Contractor shall:

.1 File a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting Work on the Project, unless the Contractor is exempt under ORS 279C.836(2), (7), or (8).

.2 Include in every subcontract a provision requiring the Subcontractor to file a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the project, unless a Subcontractor is exempt under ORS 279C.836(2), (7), or (8).

1.9.14. ORS 279C.845: If this Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870:

.1 Contractor or Contractor's surety and every Subcontractor or Subcontractor's surety shall file with District a certified statement on a form provided by BOLI certifying the hourly rate of wage paid each worker employed by Contractor or Subcontractor on the Work and that no such worker has been paid less than the prevailing rate of wage or wage specified under the Contract.

.2 Notwithstanding ORS 279C.555 or 279C.570(7), District shall retain twenty-five percent (25%) of all amounts earned by Contractor until Contractor has filed the certified statements as required by ORS 279C.845. In addition, Contractor shall retain twenty-five percent (25%) of any amount earned by a first-tier Subcontractor until such Subcontractor has filed the certified statements with District. District and/or Contractor shall pay any such retained amounts within fourteen (14) days after such certified statements are filed.

1.9.15. ORS 468A.710: If this Contract requires asbestos abatement, Contractor or Subcontractor must possess an asbestos abatement license as required by ORS 468A.700 et seq.

1.9.16. ORS 671.560, 701.026 (Landscape/Construction Contractors License Required): If Contractor is performing work as a landscape contractor as defined in ORS 671.520(2), Contractor must have a current, valid landscape contractor's license issued under ORS 671.560. If Contractor is performing work as a Contractor as defined in ORS 701.005(2), Contractor must have a current, valid construction contractor's license, issued under ORS 701.026. Contractor shall further certify that all Subcontractors performing Work described in ORS 701.005(2) are registered with the Construction Contractors Board or licensed by the State Landscaping Contractor's Board as required by the above-noted statutes before they commence Work under this Contract. Contractor shall maintain in effect all licenses, permits, and certifications required for the performance of the Work. Contractor shall notify Owner immediately if any license, permit, or certification required for performance of this Contract shall cease to be in effect for any reason.

1.10 Safety and Security Requirements. The District's priority is the safety of its students and staff. Failure to comply with any requirements in this section will result immediate District action, up to and including contract termination and immediate removal of the Contractor or offending person from the job site.

1.10.1. No Unsupervised Contact with Students.

.1 Generally. Unsupervised contact with students means contact with students that provide the person opportunity and probability for personal communication or touch when not under direct supervision. Contractor will ensure that Contractor, any subcontractors, and their officers, agents, and employees will have no direct unsupervised contact with students. If Contractor is unable to ensure through a security plan that none of its officers, agents, or employees will have direct, unsupervised, contact with students in a particular circumstance or circumstances, Contractor shall so notify the District prior to beginning any Work that could result in such contact. Contractor authorizes District to conduct a nationwide criminal background check, including fingerprinting, of any officer, agent, or employee of Contractor or a subcontractor that will have unsupervised contact with students. Contractor also agrees to cause Contractor's employees and/or Subcontractors, if any, to authorize District to conduct such background checks. Contractor shall pay all fees assessed by Oregon Department of Education for processing the background check. District may deduct the cost of such fees from a progress or final payment to the Contractor under this contract, unless the Contractor elects to pay such fees directly. Conviction or arrest without resolution of any of the crimes listed in ORS 342.143(3)(a) is considered to failure of the background check, and such person shall be removed from doing any work under this Contract. Contractor and District will maintain a list of persons who have passed the background check.

.2 Long-Term Contractors. Long-term contractors, such as project managers, will be subject to background checks as describe in Section 1.10.1.1.

1.10.2. Maintaining Appropriate Boundaries. Contractor shall ensure that Contractor, any subcontractors, and their officers, agents, and employees will not interact with students in any way. Contractor shall ensure that such persons are aware of, and do not commit, the following list of inappropriate interactions, which apply on or off campus and during work hours and non-work hours. Such persons shall not:

- .1 Invade the personal space of a student or be too close in physical proximity.
- .2 Touch a student in any way.

- .3 Maintain intense eye contact with a student.
- .4 Make comments to a student that are physical in nature or have sexual overtones.
- .5 Hold conversations with a student.
- .6 Spend time alone with a student, intentionally or unintentionally.
- .7 Meet with a student off campus.
- .8 Receive or make communication with a student in any format (including without limitation email, texts, social media, or chat rooms).
- .9 Leer at or "check out" a student's appearance, clothing, activity, or behavior.
- .10 Converse with other about a student's appearance, clothing, activity, or behavior.

1.10.3. Confidentiality. As required by the Family Educational Rights and Privacy Act, 20 USC 1232(g) ("FERPA") and ORS 326.565, Contractor shall not disclose any information or records regarding students or their families that Contractor may learn or obtain in the course and scope of its performance of this Contract. The parties recognize that FERPA imposes strict penalties for improper disclosure or re-disclosure of confidential student information, including but not limited to denial of access to personally identifiable information from education records, for at least five (5) years (34 CFR 99.33(e)). Therefore, consistent with FERPA's requirements, personally identifiable information obtained by Contractor in the performance of this may not be re-disclosed to third parties without the written consent of the student's Contract parent/guardian and must be used only for the purposes identified in this Contract.

1.10.4. Required Badging.

- .1 Long term contractors will be issued a badge by the District similar to employee badging. Long contractors shall wear the badge at all times while on District Property.
- .2 Workers or short-contractors that have passed the background check and must enter an area where they could have potential direct or unsupervised contact with students shall first check in at the main office to receive identification prepared by the individual building site. Such persons shall wear and properly display such identification at all times while on District property, and shall return such identification to the main office upon completion of the visit. Persons are exempt from this requirement for short-term business restricted to the main office.
- .3 All other workers and short term contractors must be accompanied by a person who has undergone a background checked and has been issued a District badge issued pursuant to Section 1.10.4.1.

1.11 Time is of the Essence. Time is of the essence in the performance of this Contract.

1.12 Assignment. This Contract is not assignable by Contractor, either whole or in part, unless Contractor has obtained the prior written consent of District.

1.13 Other Contractors. District may undertake or award other contracts for additional or related work, and Contractor shall fully cooperate with such other contractors and with any District employees concerned with such additional or related work, and shall coordinate its performance under this Contract with such additional or related work. Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by District employees.

1.14 No Third-Party Beneficiaries. District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

1.15 Successors in Interest. The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.

1.16 Waiver. Waiver of any default under this Contract by District shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

1.17 Governing Law; Venue. The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and the rules of District as they exist at the time of execution of this Contract or any subsequent amendment. Any legal action involving this Contract not must be brought in Clackamas County Circuit Court. If the Claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the State of Oregon. Nothing in this section will be construed as prohibiting the parties from voluntarily agreeing to enter into mediation to attempt to resolve any dispute.

1.18 Dispute Resolution. Any Claim arising out of or related to the Contract, except those waived or settled, shall be subject to review and resolution as provided in Sections 109.17 and 109.22 of the General Conditions.

1.19 Severability. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.

1.20 Merger Clause. This Contract and the attached exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification, or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

1.21 Anti-discrimination Clause. Contractor must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes and shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or political affiliation in programs, activities, services, benefits, or employment. Contractor shall not discriminate against minority-owned, women-owned, or emerging small businesses.

1.22 Rule of Construction. The rule of construction that a Contract is construed against the drafter shall not apply to any dispute over the interpretation or application of the Contract.

Contractor certifies that it has the power and authority to enter into and perform this Contract. The persons executing this Contract on behalf of Contractor have the actual authority to bind Contractor to the terms of this Contract.

CONTRACTOR

Contractor Firm Name

Signature

Printed Name and Title

Date

DISTRICT

North Clackamas School District No. 12

Signature

Printed Name and Title

Date