

**LONGVIEW SCHOOL DISTRICT NO. 122  
PUBLIC WORKS CONTRACT**

**Project Name:**           **INSERT**

**Project Number:**       **INSERT**

**Project Description:** **INSERT**

**Project Location:**     **INSERT**

**THIS PUBLIC WORKS CONTRACT (“Contract”)** is made and entered into by and between the Longview School District No. 122, a Washington quasi-municipal corporation (“Owner”), and **CONTRACTOR NAME**, a **ENTITY DESCRIPTION** (“Contractor”). Contractor and Owner may hereinafter be referred to as “Parties.”

- A. Effective Date: This Contract shall be effective on the last date set forth on the signature page (“Effective Date”).
- B. Contract Work: This Contract shall be the agreed basis of performing the Work identified and defined in the Contract Documents. The Contractor agrees to furnish all material, labor, tools, equipment, apparatus, facilities, etc. necessary to perform and complete in a workmanship like manner the Work called for in the Contract Documents for the Project noted above, according to the terms of this Contract and the Contract Documents, which documents are incorporated herein by reference, as if set forth herein in full.
- C. Enumeration of Contract Documents: The Contract Documents include the Advertisement for Bids, Instructions for Bidders, completed Bid Form, Payment and Performance Bonds, General Conditions, Supplemental Conditions to the General Conditions, other Special Forms, this Public Works Contract, and Addenda:
- D. Time for Completion: The Work to be performed under this Contract shall commence as soon as the Contractor has been officially notified to proceed and shall be substantially complete within  calendar days of the Notice to Proceed.
- E. Liquidated Damages: The Contractor further agrees that, from the compensation otherwise to be paid, the Owner may retain the sum of **\$250** for each calendar day thereafter that the Work remains uncompleted, which sum is agreed upon as the liquidated damages, and the Parties agree this sum is not to be construed as in any sense a penalty.
- F. Apprenticeship Utilization: The Contractor acknowledges that apprenticeship utilization goals should be met, and that the Owner has determined monetary incentives for meeting the goals, and monetary penalties for not meeting the goals. The Contractor further agrees that, from the compensation otherwise to be paid, the Owner may retain the sum of \$0 as a monetary penalty for not meeting the apprenticeship utilization goals. The Contractor further agrees, that in addition to the compensation otherwise to be paid, the Owner will pay by issuance of a Change Order \$0 as an incentive for meeting the apprenticeship utilization goals.
- G. Contract Award Amount: Owner hereby agrees to pay the Contractor the Contract Award Amount indicated below, not including State Sales Tax, as consideration for the

agreements set forth above, including but not limited to, Contractor's completion of all Work, in strict accord with the Contract Documents, as follows:

Base Bid:  
Alternates Awarded:  
Alternate Bid No. \_\_\_\_  
Alternate Bid No. \_\_\_\_  
CONTRACT AWARD AMOUNT:

H. Project Representatives: The parties designated the following persons to administer this Contract and receive notices pursuant to the Contract Documents.

1. The Owner's designated representative is as follows: **NAME, TITLE, ADDRESS, EMAIL.**
2. The Contractor's designated representative is as follows: **NAME, TITLE, ADDRESS, EMAIL.**

I. Governing Law: This Contract shall be construed and governed by the laws and statutes of the State of Washington.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Contract by having their authorized representatives affix their signatures below.

**OWNER:**  
Longview School District No. 122

**CONTRACTOR:**  
**CONTRACTOR NAME**

By: _____	By: _____
Signature                  Date	Signature                  Date

Name: _____	Name: _____
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Title: _____	Title: _____
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**Washington Contractor's Registration No.:** \_\_\_\_\_

**Contractor's Federal Tax ID No.:** \_\_\_\_\_