

## NORTHSHORE SCHOOL DISTRICT #417 GENERAL REQUIREMENTS & CONDITIONS

1. All work shall be completed in accordance with applicable laws, ordinances, codes and regulations. Unless otherwise specified, Contractor shall be responsible for obtaining all permits and approvals from agencies with jurisdiction.
2. Contractor shall comply with the requirements of RCW Ch. 39.12 regarding the payment of prevailing wages, including the requirements to deliver a Statement of Intent to Pay Prevailing Wages and post notice of such intent **prior to commencement of work**, and to file an Affidavit of Wages Paid after completion of the work. Prevailing wage rates can be found on Labor & Industries' website: <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>
3. All work under this Agreement shall be subject to the requirements of RCW 60.28.011 regarding the retention of a percentage of the amount to be paid Contractor or the provision of other security, pending the completion of the work and the release of any and all liens by subcontractors and suppliers.
4. If the price to be paid for the work by District exceeds \$150,000, Contractor shall, pursuant to RCW 39.08.010, post a performance/payment bond.
5. If the price to be paid for the work by District is between \$2,500.01 and \$150,000, Contractor shall, pursuant to RCW 39.08.010, either post a performance/payment bond or the Owner will retain 10% of the contract amount for a period of 45 days from date of acceptance or until necessary releases and settlement from liens, if any, whichever is later.
6. Contractor must sign the form provided by district stating they are in compliance with bidder criteria requirement under RCW 39.04.350 subsection (1)(g) *Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgement entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.*
7. Contractor shall maintain the following insurance issued by insurance companies admitted in the State of Washington and acceptable to the Owner, with a Best Rating of no less than "B+VII", providing no less than the following coverage and limits. Such insurance shall protect against claims arising from any act or omission of the Contractor or the subcontractors or by anyone employed directly or indirectly by either of them. A certificate of insurance evidencing the following coverage shall be forwarded to Northshore School District, (ATTN: CAPITAL PROJECTS) **prior** to the commencement of work:
  - a. Commercial General Liability with a limit of \$1,000,000 bodily injury, personal injury and property damage combined per occurrence, with \$2,000,000 aggregate is required. Such insurance shall include contractual, broad form property damage, and fire and water damage legal liability.
  - b. Endorsements CG 20 11 85 or its equivalent, such as CG 20 10 07 04 **and** CG 20 37 07 04, naming the Owner and its officials, employees, agents, and agencies having jurisdiction as additional insured. If these forms are not available, highlighted excerpts from the policy showing the equivalent coverage of these two forms shall be attached.
  - c. Automobile Liability covering all autos with a limit of \$1,000,000 bodily injury and property damage combined per accident.
  - d. Evidence of Worker's Compensation.

The District carries builder's risk insurance on its property for the interest of the District only. The contractor is responsible for any damage, which it may cause. The contractor may choose to purchase builders risk or other insurance to cover this risk.

8. Contractor shall protect all school occupants and property from injury or damage caused by the work, and to the extent possible, Contractor shall minimize any disruption of normal functions and activities of the school during the work.
9. Contractor shall clean up and remove all refuse and unused materials from areas open to school use at the end of each workday, and from all areas prior to final completion of the work. Contractor shall repair, at contractor's expense, any damage caused by contractor while working pursuant to this Contract.
10. All activities performed by Contractor are performed at its own risk. Contractor shall hold the District and authorities having jurisdiction harmless and defend the District against all claims, liens, suits, expenses, or other liability for injury or death to any person or damage to or destruction of any property arising from contractor's performance of the work, provided this provision shall not apply to any injury, death, damage or destruction caused by the sole negligence of the District.
11. Contractor shall guarantee all work to be new and free from faults and defects in materials and workmanship for a period of one year after the date of District's acceptance of the work, or for any longer period of time required by law.
12. Contractor shall comply fully with all ADA/504 requirements.
13. Prior to submitting the proposal, the Contractor and each Subcontractor shall have evaluated and satisfied themselves as to the conditions and limitations under which the Work is to be performed.
14. Adjustments to contract sum will be limited to 15% overhead and profit for Contractor and 15% overhead and profit for Subcontractor with a maximum 30% overhead and profit combined for all tiers.
15. The Owner shall have the right to terminate the Agreement for default if the Contractor:
  - a. Refuses or fails to supply sufficient properly skilled workmen or materials of the proper quality, or
  - b. Fails to prosecute the work continuously to completion with promptness and diligence, or
  - c. Fails to perform any of Contractor's obligations under the Agreement
16. The district reserves the right to request, prior to the release of final payment, that Contractors must submit proof of payment for themselves and all subcontractors under their direct control of all L&I Premiums affected by this project to the Capital Projects Office. This includes sufficient detail to reconcile the corresponding premium liability generated as a result of this project to the payment.
17. Send all necessary paperwork to:  
CAPITAL PROJECTS DEPARTMENT  
NORTHSHORE SCHOOL DISTRICT #417  
22105 23<sup>rd</sup> DR SE  
BOTHELL, WA 98021