

# 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. For projects in excess of \$5,000, this includes the requirements to deliver a Statement of Intent to Pay Prevailing Wages and post notice of such intent once approved and file an Affidavit of Wages Paid after completion of the work. Intents and Affidavits filed shall include the purchase order number as the contract number. Prevailing wage rates can be found on Labor & Industries website:  
<https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>.
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 cost 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 cost to be paid for the work by District is between \$5,001 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. Acceptance is defined as the date that the District budget authority issues a written statement indicating that all work was successfully completed.
6. Insurance: Contractor shall maintain a policy issued by insurance companies admitted in the State of Washington and acceptable to the District, with a Best Rating of no less than "B+VII", providing no less than the following coverage and limits. 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.

Prior to commencement of work, Contractor shall provide a Certificate of Insurance (COI) evidencing the following coverages, with the District listed as Certificate Holder as follows: Northshore School District, Attention Christine Cash, 3330 Monte Villa Parkway, Bothell, WA, 98021. The COI shall state that coverage cannot be cancelled or materially changed without 30 days prior notice to the District.

### Commercial General Liability (CGL) Insurance Requirements:

- CGL with a minimum limit of \$2,000,000 bodily injury, personal injury and property damage combined per occurrence and \$5,000,000 aggregate. Coverage shall include contractual, broad form property damage, and fire and water damage legal liability.
- Additional Insured Endorsement naming the Northshore School District and its officials, employees, agents, and agencies.
- Products-Completed Operations Hazard with a minimum limit of \$2,000,000.
- For any claims related to this contract, the contractor's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 with respect to the Entity, its officers, officials, employees, agents, and volunteers. This requirement shall also apply to any Excess or Umbrella liability policies.
- The insurance company agrees to waive all rights of subrogation against the district, its elected or appointed officers, officials, agents and employees for losses paid under the terms of any policy that arises from work performed by the contractor for the district. This provision also applies to Workers' Compensation.

- Automobile Liability: minimum coverage of \$1,000,000 per accident

Worker's Compensation: As required by the State of Washington with Statutory Limits Employers' Liability of \$1,000,000 per accident, \$1,000,000 each employee, \$2,000,000 policy limit.

Pollution Liability Coverage: If the scope of work includes exposure to hazardous materials, a policy with a minimum limit of \$1,000,000 per occurrence providing coverage for claims involving remediation, disposal, or other handling of pollutants arising out of Contractor's operations for others; Contractor's site (owned); arising from the transportation of hazardous materials; or involving remediation, abatement, repair, maintenance or other work with lead-based paint or materials containing asbestos is required.

The Contractor is responsible for any damage, which it may cause. The Contractor may choose to purchase builder's risk or other applicable insurance to cover this risk.

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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 District shall have the right to terminate the Agreement for default if the Contractor:
  - a. Refuses or fails to supply sufficient properly skilled workers 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 release of final payment, that Contractor 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 Business Office. This includes sufficient detail to reconcile the corresponding premium liability generated as a result of this project to the payment.
17. District shall not pre-pay for any equipment or services.

18. The Contractor is an independent contractor with respect to the performance of all Work hereunder, retaining control over the detail of its own operations and the Contractor shall not be considered the agent, partner, fiduciary or trustee of District. The Contractor shall not conduct itself as nor claim to be an officer or employee of District. The Contractor will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of District, including, but not limited to, workers compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit. No employee of the Contractor or any Subcontractor is or shall be deemed to be an officer or employee of District. Subcontractors to the Contractor will not be recognized as having a direct relationship with District, nor are Subcontractors intended or incidental third-party beneficiaries to this Contract.
19. The Contractor is responsible for evaluating each of its Subcontractors under this Contract and shall award subcontracts only to Subcontractors who meet the Responsibility criteria of RCW 39.06.350. All Subcontractors shall be properly licensed, registered, or certified, as applicable, to perform the assigned Work. If requested by District, the Contractor shall provide documentation regarding the Contractor's evaluation of any Subcontractor's responsibility and that the Subcontractor is properly licensed, registered, or certified, as applicable. The Contractor shall be fully responsible and liable for the acts or omissions of all Subcontractors and Suppliers including persons directly or indirectly employed by them, their guests, and invitees. The Contractor shall have sole responsibility for managing and coordinating the operations of its Subcontractors and Suppliers, including the settlement of disputes with or between them. If a Subcontractor's work fails to meet Contract requirements or demonstrates careless or unacceptable workmanship and the Subcontractor fails to respond to notice of such defective work or to improve workmanship, the District Project Manager may direct the Contractor to replace the Subcontractor, in which event the Subcontractor shall not again be employed on the Work under the Contract.
20. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, regulations, and orders of any public authority building and construction codes, and safety regulations bearing on the safety of people and property and their protection from damage, injury, or loss. In the case of conflict, the more stringent requirement shall apply. Any review of the Contractor's performance conducted by District or its consultants, does not and shall not be intended to include review of the adequacy of the Contractor's safety measures in, on, or near the Site.
21. No act or failure to act on the part of District with respect to the exercise or enforcement of any provision of this Contract shall be deemed to be a waiver on the part of District of any provision of this Contract. No waiver of one provision by District shall act as a waiver of any other provision or as a subsequent waiver of the same provision. No waiver shall be effective against District except an express waiver in writing.
22. If a provision of this Contract is found by a court of competent jurisdiction to be unenforceable, the validity and enforceability of the remaining provisions shall remain unaffected, and the parties shall negotiate an equitable adjustment of this Contract so that the purposes of this Contract are affected.
23. Taxes:
  - a Retail Sales Taxes - District is NOT exempt from retail sales tax.
  - b Federal Excise Taxes - District is exempt from Federal Excise Taxes and an exemption certification will be furnished upon request.
  - c Other Taxes - The Contract Price includes all other taxes applicable to the Contractor's completion of the Work, including without limitation, B&O taxes applicable to all tiers performing the Work.
  - d No increase will be made to the amount to be paid by District under this Contract because of any misunderstanding by or lack of knowledge of the Contractor as to liability for, or the amount of, any taxes for which the Contractor is liable or responsible by law or under this Contract.

24. This Agreement and all provisions hereof shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of King County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.
25. Send all necessary paperwork to:  
NORTHSHORE SCHOOL DISTRICT #417  
Attn: Joy Kuhlmann, Contracts and Procurement Manager  
3330 Monte Villa Parkway  
Bothell, WA 98021-8972  
[jkuhlmann@nsd.org](mailto:jkuhlmann@nsd.org)

If the Small Works Roster application is being completed online via the web form, you do not need to send hard copies to the address above.

I have read the above General Requirements and Conditions \_\_\_\_\_ (Initial) \_\_\_\_\_ (Date)