

Agreement/Contract between Owner and Contractor

Name Project

This Agreement/Contract ("Agreement") or ("Contract"), effective as of **October 27, 2022** is made by and between **SEATTLE SCHOOL DISTRICT NO. 1** ("Owner"), and **Vendor** ("Contractor"). Owner and Contractor are individually referred to as "Party" and collectively referred to as the "Parties".

Owner and Contractor agree as follows:

ARTICLE 1. THE CONTRACT

- 1.01 Contractor shall perform the Work required by the Agreement/Contract and Quote/Bid Documents.
- 1.02 Contractor shall perform all obligations in accordance with the provisions of this Agreement/Contract, which consists of the following documents:
- a. This Agreement
 - b. Seattle School District No. 1, **Purchase Order No. 7800001115**
 - c. Attached Quotation
 - d. Scope
 - e. General Conditions
 - f. Special Provisions (if applicable)

All of the foregoing, together with all other documents issued pursuant to or made a part of this Agreement, are sometimes collectively referred to as the "Contract" or "Contract Documents".

All capitalized terms not defined herein shall have the same meaning given them in the General Conditions.

ARTICLE 2. STATEMENT OF THE WORK

- 2.01 Contractor shall prosecute and complete the Work in accordance with the schedule.
- 2.02 Owner will occupy premises during the entire construction period for conduct of normal operations. Contractor shall cooperate with Owner in scheduling operations to minimize conflict and to facilitate Owner's usage on the basis of the completion dates on the indicated schedule based on the Owner's occupancy of areas.
- 2.03 The Contractor specifically acknowledges that it has read and understands the requirements of the General Conditions relating to Changes, including the requirements to provide timely notice, keep daily records, and submit documentation. Contractor further acknowledges that failure to comply with any of these requirements will result in rejection of claims.

Small Works Contractor's Initials _____

ARTICLE 3. TIME OF COMMENCEMENT, COMPLETION, AND LIQUIDATED AND ACTUAL DAMAGES

- 3.01 Subject to paragraph 3.02, Contractor shall prosecute and complete the Work in accordance with the Work Completion Dates and Liquidated Damages (**not applicable**) provisions set forth below. By executing this Agreement, Contractor acknowledges the reasonableness of the Work Completion Dates.

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3.02 Contractor shall not commence performance of any Work under this Contract until Contractor's receipt of a written notice to proceed from Owner (the "Notice to Proceed" (NTP)) and satisfaction of all conditions stated therein. **The Notice to Proceed will authorize Contractor to start performance under the Contract, but will not allow Contractor to commence construction.** Seattle School District No. 1's **Purchase Order** must be issued to the Contractor in order for the District to be fully obligated to this Contract/Agreement.

3.03 Dates for the Work to be performed under this Contract are as follows:

Notice to Proceed Date: **After fully executed contract**

Purchase Order Issuance Date: **October 27, 2022**

Site Access Date for Commencement of Construction: **Immediately upon receipt of Notice to Proceed by Owner's Project Manager**

Substantial Completion Date: **May 1, 2022**

Final Completion: **Not more than 30 business days later than Substantial Completion**

ARTICLE 4. ARCHITECT, CONSTRUCTION MANAGER AND OWNER'S REPRESENTATIVE

- 4.01 The Architect ("Architect" or "A/E") for the Project is not applicable such other as Owner may designate.
- 4.02 The Construction Manager ("Construction Manager"), if used, is to be determined by Owner.
- 4.03 The Owner may delegate duties to the Architect or the Construction Manager in writing from time to time, including duties designated for the Owner's Representative as such term is defined in the General Conditions.

ARTICLE 5. CONTRACT SUM

- 5.01 As full compensation for satisfactory performance of all Contractors' obligations under this Contract, Owner shall pay Contractor the sum (the "Contract Sum") of **\$ Pre Tax Total** not including Washington State sales tax. The contract **does not** include alternates.

ARTICLE 6. BONDS AND INSURANCE

- 6.01 Concurrently with Contractor's execution and delivery of this Agreement, Contractor shall deliver to Owner a Performance and Payment Bond in form and content acceptable to Owner, executed by a surety authorized to issue such bonds in the State of Washington. Such bonds shall be for an amount equal to the Contract sum plus applicable sales tax. In addition, Contractor shall furnish to Owner, at such times and in such amounts, form and content as Owner may in writing request, such other surety bonds issued by a surety acceptable to Owner, in which case the premium for such bonds shall be paid by Owner. **(Performance and Payment Bonds are required for projects over \$35,000.00 excluding tax).**
- 6.02 Prior to commencing Work, Contractor shall furnish Owner all **Certificates of Insurance** required by the General Conditions, Article 7 – Insurance and Bonds.
- 6.03 The State of Washington Department of Labor and Industries "L & I" Intent form is filed immediately (by the Contractor) after the Contract is awarded and before work begins, if that is possible. The agency administering the Contract may not make any payments until Contractor has submitted an Intent form that

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has been approved by the Industrial Statistician. The Affidavit form is not filed by the Contractor until after all the work is completed. The District may not release final retainage until the Contractor has submitted an Affidavit form that has been certified by the Industrial Statistician.

Information on obtaining and submitting information/forms/documents can be accessed through the link below for "on-line" applications. Note: The District does not support L & I's "Alternative Filing Options" for Combined Intent and Affidavit. Please be aware that L & I will charge contractors a filing fee(s) for both the Intent and Affidavit portion of the process. These fees are to be the responsibility of the Contractor.

To file L&I Intents & Affidavits you must:

- Sign-in to the Contractor Portal: <https://secure.lni.wa.gov/home/>
- Instructions: <https://lni.wa.gov/licensing-permits/docs/ContractorPortalInstructions.pdf>
- Requirements: <https://lni.wa.gov/licensing-permits/public-works-projects/contractors-employers/#required-documents-for-doing-the-work>

L & I Seattle local office: 206-515-2800

New User Setup: 360-902-5999 weekdays 8 a.m.–5 p.m. (PST)

Or, call 360-902-5335 to reach the State of Washington's main L & I office.

- 6.04 Prior to commencing Work, Contractor shall furnish owner with **proof of completion of fingerprinting and criminal background checks**. Please contact the District's Safety & Security office at 206-252-0707 or email security_office@seattleschools.org to arrange for fingerprinting. **Please write "Small Works Fingerprinting" in the subject line. Due to high volume appointments are only available Thursdays 1-3PM (excluding holidays).** The cost of scheduled fingerprinting, which is performed by the District Safety & Security office in order to fulfill the requirements of a Small Works Roster contract, is covered by the District. Fingerprinting services not scheduled and provided by the District's Safety and Security office will be at the Contractor's expense and not reimbursable. Please complete the District provided Fingerprinting Information form included with the Agreement/Contract documents. Please have government issued identification ready.

ARTICLE 7. NOTICES

- 7.01 All correspondence, requests, notices and other communications to Owner, in relation to this Agreement, shall be in writing and be delivered to:

Luke See Buyer Purchasing Dept.	Location: Seattle School District No. 1 2445 Third Avenue South Seattle, WA 98134	U.S. Mail: Mail Stop 23-376 P.O. Box 34165 Seattle, WA 98124-1165
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- 7.02 All correspondence, requests, notices and other communications to Contractor, in relation to this Agreement, shall be in writing and be delivered to:

Vendor
PO Box 2978
Seattle, WA 98223

- 7.03 Either Party may change such address or individual by giving notice to the other Party in accordance with the provisions of this Article.

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ARTICLE 8. AUTHORITY

- 8.01 Each individual executing this Agreement represents that he or she is authorized to execute this Agreement on behalf of the Party for whom he or she is executing and that this Agreement is valid and enforceable against such Party in accordance with its terms.

CONTRACTOR

Signature: _____

Name: _____

Title: _____

Date: _____

SEATTLE SCHOOL DISTRICT NO. 1

Signature: _____

Name: Luke See

Title: Buyer

Date: _____

END OF AGREEMENT/CONTRACT BETWEEN OWNER AND CONTRACTOR SECTION