

CONTRACT FORM

Madison Middle School PTSA – Reader Board Project

This Agreement (“Agreement”), effective as of _____, 200_, is made by and between Madison Middle School PTSA Reader Board Committee (“Committee”), and _____ (“Contractor”). Committee and Contractor are individually referred to as “Party” and collectively referred to as the “Parties”.

Committee and Contractor agree as follows:

ARTICLE 1. THE CONTRACT

1.01 **Subject to the successful Departure from Design Standards, sought by and paid for by the Committee**, Contractor shall provide and install a single-faced, 30 square foot electronic reader board as described in Project Description.

The intent is that Contractor will furnish all materials, services, supplies and equipment and will complete all activities necessary for a completed sign project consistent with all governmental requirements.

1.02 Contractor shall coordinate with the City of Seattle to obtain all required permits and shall request the City to inspect the Work upon completion. (PTSA will be responsible for costs for Departure from Design Standards process.)

1.03 Committee may direct the Contractor to change the schedule, quantity, materials, method or manner of performance of the Work. If any change ordered by Committee causes an increase or decrease in the Contract Sum or time of performance, an equitable adjustment shall be made in the Contract Sum or time of performance.

1.04 Contractor represents that it is registered by the Department of Labor and Industries in accordance with RCW 18.27.020. Contractor’s registration number is _____.

ARTICLE 2. TIME OF COMMENCEMENT, COMPLETION

2.01 Contractor shall fabricate sign and install sign after completion of the Departure process.

3.01 As full compensation for satisfactory performance of all Contractor’s obligations under this Contract, Committee shall pay Contractor upon completion the sum _____ Dollars (\$_____) (the “Contract Sum”) plus Washington State sales tax.

3.02 Pursuant to RCW 60.28.101 and RCW 39.08.010, Committee shall retain fifteen percent (15%) of the sum due until thirty (30) days following final acceptance by Committee of the work.

3.03 The base bid price, and any alternate bids, includes overhead profit and other expenses involved.

3.04 Mobilization shall be included in the base bid and shall consist of preparatory work and operations by the contractor, including but not limited to the movement of his/her personnel, equipment, supplies, and incidentals to the project site; for the establishment of any facilities necessary for work on the project; for premiums on bonds and insurance for the project; and for other work and operations which Contractor must perform or costs Contractor must incur before beginning production work on the various items on the project site.

ARTICLE 4. PREVAILING WAGES

Contractor shall comply with Chapter 39.12 RCW, Prevailing Wage Act (“Act”) for wages paid. Contractor is not required to submit Prevailing Wages paperwork or Affidavit of Wages Paid.

ARTICLE 5. COMMITTEE'S REPRESENTATIVE

The Committee may delegate duties to one or more of Committee's Representatives. The Committee's Representative is identified in paragraph 7.01

ARTICLE 6. INSURANCE AND INDEMNIFICATION

6.01 The contractor shall, at its sole cost and expense, procure and maintain the following insurance:

Commercial General Liability insurance written on occurrence form and covering liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. Limits: no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate; \$2,000,000 products-completed operations aggregate; \$100,000 fire damage.

Seattle School District No. 1, the City of Seattle, and the Madison Middle School PTSA shall be named as additional insured under the Contractors' Commercial General Liability insurance policy with respect to the work performed for the Committee.

Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles, with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

Workers' Compensation and Employer's Liability : Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington. Employer's Liability (or WA Stop Gap) with limits no less than \$1,000,000 each accident and \$1,000,000 each disease.

Other Insurance Provisions: The liability insurance policies are to contain, or be endorsed to contain, the following provisions:

The Contractors' insurance coverage shall be primary insurance as respects the District. Any insurance or self-insurance maintained by the District shall be excess of the Contractor's insurance and shall not contribute with it.

The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written noticed by certified mail, return receipt requested, has been given to the District.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A.

Verification of Coverage: Contractor shall furnish the District Self-Help Coordinator with original certificates evidencing the insurance requirements before commencement of the work. Certificates shall be sent to: Seattle School District #1, Self Help Coordinator, M/S 22-336, PO Box 34165., Seattle, WA 98124-1165.

6.02 Indemnification Certificate, is incorporated herein and made a part of this Agreement as Attachment 1.

ARTICLE 7. NOTICES

7.01 All correspondence, requests, notices, and other communications to Committee, in relation to this agreement, shall be in writing and be delivered to:

Madison Middle School PTSA – Reader Board Committee
c/o Todd Crooks
3429 – 45th Avenue SW
Seattle WA 99116
206-715-4483

7.02 All correspondence, requests, notices, and other communications to Contractor, in relation to this agreement, shall be in writing and be delivered to:

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

ARTICLE 8. SITE RESTRICTIONS

8.01 Contractor should use extreme caution when driving onto the site when children may be present. Contractor shall maintain appropriate security measures around the work site at all times to maintain safety and security.

8.02 Depending on the time of year and duration of installation, the contractor may need to retain a portable toilet on-site during construction, which shall remain locked outside of construction hours.

8.03 Contractor is permitted and encouraged to work after school hours and on weekends during hours allowed by DPD.

8.04 Smoking and alcohol are prohibited on Seattle School District property.

ARTICLE 9. MISCELLANEOUS

This Agreement shall be governed by Washington law. Contractor agrees to comply with all applicable laws, regulations and other governmental requirements, including but not limited to, governmental requirements relating to prevailing wages, wage and hour laws, nondiscrimination, safety and construction permits.

CONTRACTOR

Name _____
its _____
Date _____

COMMITTEE

Name _____
Its _____
Date _____