

**DIVISION 0
QUOTATION AND CONTRACT REQUIREMENTS**

THE OWNER: Wherever the term “Owner” is used in the documents, it refers to Spokane Public Schools, Spokane, Washington.

THE OWNER’S CORRESPONDENT: When required to correspond with the Owner all such correspondence shall be addressed to Scott Farkas, Supervisor, Annual Capital Projects, Spokane Public Schools, 2815 East Garland Avenue, Spokane, WA 99207, unless otherwise directed.

EXAMINATION OF SITE AND DOCUMENTS: Before submitting a proposal, the respondent shall carefully examine plans and specifications, visit site of the work, become fully informed of existing conditions and limitations, include in Quotation the sums sufficient to cover all items required by the documents and conditions, and shall rely entirely upon the respondents own examinations in making the proposal.

All prospective respondents or contractors who wish to enter the premises must first notify the school principal or Capital Projects and Planning department and make known their presence and purpose.

A prospective respondent may submit to the Owner a written request for an interpretation of the Quotation documents, at least five (5) days prior to the Quote due date. Any interpretation of the documents will be made only by Addendum. All addenda issued during the quotation period will be included in the Quote proposal and the Contract.

ACCOMMODATIONS FOR THE DISABLED: Individuals with disabilities who may need accommodation to participate in the visitation, the pre- Quote conference, should contact the office of the Purchasing Services Office at 509-354-7186 no later than three days before the scheduled date of the meeting, so that arrangements for the accommodation can be made.

INTENT OF DOCUMENTS: The intent of the documents is to include all labor, materials, equipment, and transportation necessary for the proper execution of the work. The Contractor, as part of his services, shall carefully study and compare all drawings, specifications, and other information approved by the Owner as to dimensions, materials, and methods of construction, bringing into play the skill and experience for which the Contractor is compensated under the contract. All working measurements shall be taken from the site, checked with those shown on the drawings, and if they are found to vary from the latter, the Contractor shall immediately report the same to the Owner for adjustment before the Contractor proceeds with his work. Should the Contractor fail to comply with the above instructions, the Contractor shall alter his work at his own expense as directed by the Owner.

QUOTATIONS: Proposals shall be made upon the form provided. The Owner reserves the right to reject any or all Quotes, or to accept the proposal deemed best for Spokane Public Schools, and to waive informalities at its sole discretion.

LAWS AND ORDINANCES: Comply with all applicable federal, state, county, and city laws and ordinances, including but not limited to, the latest publication of:

1. IMC, NEC, UPC, IBC
2. Washington State Energy code.
3. Washington State Ammended Codes (WAC) and the Revised Code of Washington (RCW)
4. Section 504 of the Civil Rights Laws.
5. Title II of the Americans with Disabilities Act.
6. International Code Council/American National Standard “Accessible and Usable Buildings and Facilities”ICC/ASNI A.117.1

QUOTER RESPONSIBILITY:

1. Before award of a Public Works Contract, a quoter must meet the following responsibility criteria to be considered a responsible quoter and qualified to be awarded a public works project.
 - A. At the time of quote submittal, have a certificate of registration in compliance with all provisions stipulated in **RCW 18.27**;
 - B. Have a current state unified business identifier number;
 - C. If applicable, have industrial insurance coverage for the quoter's employees working in Washington as required in Title 51 RCW; and employment security department number as required in Title 5’ RCW; and a state excise tax registration number as required in Title 82 RCW;
 - D. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3);

- E. If bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the quote solicitation;
 - F. Until December 31, 2013 not have violated RCW 39.04.370 more than one time as determined by the department of labor and industries; and
 - G. Within the three-year period immediately preceding the date of the quote solicitation, not have been determined 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, or violated more than one time, any provision of chapter 49.46, 49.48, or 49.52 RCW.
2. At the time of quote submittal, a quoter will submit with their quote, a signed statement in accordance with RCW 9A.72.085 verifying under penalty of perjury that the quoter is in compliance with the quoter responsibility criteria requirement of subsection (1) (G) of this section.

PREVAILING WAGE REQUIREMENTS: No workman, laborer, or mechanic employed in the performance of any part of this contract shall be paid less than the prevailing rate of wage as determined by the Department of Labor and Industries under RCW 39.12. The schedule of prevailing wage rates for the locality where this contract will be performed is by reference made a part of this contract as though fully set forth herein. Current prevailing wage information is available on the Department of Labor and Industries website at www.lni.wa.gov/prevailingwage. Prior to disbursement of payment for work performed under this contract, the prime contractor and all subcontractors must electronically file a statement of Intent To Pay Prevailing Wage with the Department of Labor and Industries at www.lni.wa.gov/TradesLicensing/PrevWage/IntentAffidavits.. For contracts in an amount exceeding \$2,500.00 including tax, each statement of Intent To Pay Prevailing Wages must be approved by the industrial statistician of the Department of Labor and Industries. Prior to disbursement of final retainage payment, the prime contractor and all subcontractors must electronically file an Affidavit of Wages Paid with the State. All fees associated with the filing of Intent to Pay Prevailing Wage and the Affidavit of Wages Paid shall be the responsibility of the contractor. Spokane Public Schools must receive confirmation of the State's approval prior to release of retainage.

TAXES: Quotation amount and any agreed variations thereof shall include all applicable federal, state and local taxes and fees imposed by law, which are properly chargeable to the project, except Washington State sales tax.

PERMITS: The Contractor shall obtain and pay for the building permit or other permits, inspection fees, licenses, royalties, bonds, social security and unemployment compensation.

HOT WORK

- A. Before initiating any hot work, the contractor shall contact the Owner and issue a work plan for review and approval. Hot work includes, but is not limited to, brazing, cutting, grinding, soldering, welding, and torch applied roofing.
- B. Hot Work activities shall comply with the requirements stipulated under Section 01010.
- C. Contractor shall be liable for any damages resulting from hot work.

INSURANCE: The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The limits of liability for comprehensive general liability and automobile liability shall be: Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury, and property damage. Coverage shall include, but not be limited to: blanket contractual, products/ completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage.

The Owner shall be named as an additional insured on all certificates of insurance with the additional insured endorsement attached. Certificate shall also include the A.M. Best rating on the insurance company providing coverage."

Required insurance shall be primary and noncontributing to any insurance possessed or procured by the Owner. Any deductible provision in liability policy shall be the responsibility of the Contractor. Requirements for Contractor's insurance shall apply to the work of the prime contractor and all subcontractors. Proof of insurance coverage in the form of Certificate of Insurance with Additional Insured Endorsement attached shall be submitted in writing to Spokane Public Schools Purchasing office, 2815 E. Garland Avenue, Spokane, WA 99207, prior to commencing work on this contract.

PERFORMANCE BONDS: A payment and performance bond for 100% of the Contract amount, including all change orders and State sales tax, shall be furnished for this Contract, no less than thirty (30) days prior to the construction start date as noted in the Contractor's previously submitted preliminary construction schedule, and the cost for such shall be included in the total Contract

amount. No payments shall be made to the Contractor for the cost of this bond in addition to the Contract Quote price, except where the bond amount is increased due to an increase in the contract price due to properly approved change orders on the Contract. This bond will not be required if the Contract award amount is \$35,000 or less and the Contractor agrees that the Owner may, in lieu of the bond, retain up to ten percent (10%) of the Contract amount for a period of forty-five (45) days after the date of Final acceptance, or until receipt of all necessary releases from the Department of Revenue, Employment Security and the Department of Labor and Industries and settlement of any lien filed under Chapter 60.28 R.C.W., whichever is later, as provided for in R.C.W. 39.08.010.

Bonds shall permit laborers and material suppliers to initiate legal action directly against the bond. Bonds shall be obtained from licensed companies rated A or better of AM Best, and the Bonding Company must be licensed to do business in the State of Washington.

SCHEDULE OF WORK: When requested, the Contractor shall furnish the Owner with a schedule of the work to be done. The work shall commence as stipulated on the written Notice to Proceed given by the Owner and shall be carried forward with all reasonable speed to completion. The Starting Date and Completion Date for the Contract shall be specified in Section 01010.

DAMAGES FOR DELAYS: Date of completion for the work specified in Section 01010 is an essential condition of this Contract and the Contractor shall be liable for delays beyond the Completion Date.

In the event that the Owner and Contractor have agreed that Liquidated Damages shall apply to this project because the costs of determining the actual damages are or will be difficult to measure and the parties agree that the stated liquidated damages amount is reasonable as of the Contract date, an amount for Liquidated Damages shall be listed in Section 01010. If the contractor neglects, fails or refuses to complete the work within the time herein specified (the Completion Date), then the Contractor agrees as part of the consideration for awarding this contract, to pay the Owner the amount specified in Section 01010 per calendar day as liquidated damages for such delay.

In the event that no Liquidated Damages are listed in Section 01010, this Contract shall not be subject to liquidated damages caused by a delay in completion of the Contract. Rather, if the Contractor neglects, fails or refuses to complete the work within the time herein specified (the Completion Date), then the Contractor shall be liable to the owner for the actual damages incurred as a result of such delay.

The Contractor shall not be assessed damages when the delay in completion of the work is due to unforeseeable cause beyond the control and without fault or negligence of the Contractor.

SAFETY: It shall be the responsibility of the Contractor to establish and maintain a safe and healthful working environment in accordance with the standards set forth by the Washington Industrial Safety and Health Administration as per the Washington Administration Code (WAC) 296-24 governing the same.

PERSONAL IDENTIFICATION: All contractor, sub-contractor, and vendor personnel shall be provided with a company identification card. At a minimum, this identification card shall display the name of the company, the name of the employee represented, and a photograph of the individual for whom the card has been issued. Contractor and vendor employees shall prominently display such ID cards at all times while on Spokane Public Schools property. If necessary, such identification cards may be obtained through Spokane Public Schools for a nominal fee of \$5.00 per card. For further information, or to make arrangements to obtain such photo ID cards, contact Spokane Public Schools Security Services at 354-7345.

LOCKOUT/TAGOUT NOTIFICATION AND COMPLIANCE: Contractors, installers or other non-District employees may be required to periodically work on systems or equipment that require locking and tagging out. Spokane Public Schools policies and procedures are established to ensure complete safety when operating, servicing, maintaining and installing machinery, equipment and/or systems and are available for review and compliance. The General Safety and Health Standards, WAC 296-24-110. The lockout/tagout procedures are mandatory requirements and shall be followed as outlined in that Standard.

Locks and tags for the lockout/tagout process are available from the Spokane Public Schools representative and are to be obtained from that source. When work is complete these items shall be returned to the Spokane Public Schools representative.

CHANGES AND EXTRAS: The Owner reserves the right to make changes in the work, for which adjustment in price shall be made if required. Such changes shall be made only on written agreement with the Owner setting forth the change and price. No extra cost will be allowed the Contractor for anything necessary to proper completion of the original project, together with utility services thereto. Maximum allowable overhead and profit by the party actually performing the work is 15%. General contractor overhead and profit on the subcontractors work shall not exceed 8%.

Direct Supervision of the work shall not exceed 15%. If working supervisor's hours are included in the breakdown, no markup will be allowed. Bonds shall not exceed 2.5% of the direct labor costs.

In addition, no markup will be allowed for such things as small tools, shop burden, labor burden, or freight.

PAYMENT TO CONTRACTOR: Application for payment shall be based on percentage of completion for each work item included in the contract. Submit pay requests for 95 percent of labor and material delivered to the site with 5 percent of full payment to be held by the Owner as retainage unless contractor has opted for 10% retainage in lieu of a performance bond. Upon completion of the project, contractor shall invoice Spokane Public Schools for any remaining balance including retainage.

The contractor is responsible for electronically submitting the **Intent to Pay Prevailing Wage** statement to the Department of Labor and Industries for all contractors and sub-contractors, as well as for all related fees. Information regarding this process is available on the Department of Labor and Industries web site at: www.lni.wa.gov/prevailingwage. **Copies of all “approved” Intents must be sent to: SPS Capital Projects Accountant at 2815 E. Garland, Spokane, WA 99207**

Prevailing wage rates are available on the Department of Labor and Industries web site at: www.lni.wa.gov/prevailingwage (If you are unable to obtain this information from the Department of Labor and Industries web site, please contact Capital Projects and Planning for assistance.)

Send invoices to the attention of the Owners Project Representative (see Notice to Proceed for the name and title of this individual) at Capital Projects and Planning, 2815 E. Garland Ave., Spokane, WA 99207.

The Following language **MUST** be included on each invoice: “Prevailing wages have been paid in accordance with the pre-filed statement of intent on file with the Department of Labor and Industries as approved by the industrial statistician. **“An officer of the company MUST sign this statement.**”

It is the responsibility of the contractor to electronically submit the **Affidavit of Prevailing Wages Paid** to the Department of Labor and Industries. - **copies of these documents must be sent to: SPS Capital Projects Accountant at 2815 E. Garland Spokane, WA 99207.**

The contractor is responsible for submitting an invoice for the retainage amount.

Retainage will be held for a period of forty-five (45) days after the date of Final Acceptance, or until receipt of all Affidavits of Wages Paid, necessary releases from the Department of Labor and Industries, Department of Revenue, and Department of Employment Security, and any settlement of any lien filed under Chapter 60.28 R.C.W., whichever is later, as provided for in R.C.W. 39.08.010.

PROTECTION OF MATERIALS AND EQUIPMENT: The Contractor shall be held responsible for any and all materials and equipment to be installed under this Contract and will be required to make good at his own cost any injury or damage which said materials or equipment may sustain from any source or cause whatsoever before final acceptance thereof.

DAMAGE TO EXISTING WORK: The Contractor shall be liable for any damage to existing property. Contractor shall be responsible for locating underground utilities prior to beginning excavations. Any and all damages incurred by the Contractor to existing structure, utilities, equipment, or landscape shall be replaced to the satisfaction of the Owner at the Contractor’s expense.

APPROVAL OF SUBSTITUTIONS: Where the make or name of an article is stated, it shall be understood that the mention of such establishes a standard in that particular field of manufacturer for the purpose of quoting. Substitutions must be approved by the Owner and, in the event of acceptance, shall become binding to the Contractor. Wherever a particular manufacturer’s product is hereinafter specified with the notation **“No Substitution.”** it is to be used, applied, or otherwise incorporated in the work in strict conformity to the manufacturer’s recommendations for such usage. The Contractor shall submit for approval sufficient manufacturer’s data to establish conformance with the specifications as required by Owner.

STANDARDS OF QUALITY OF WORKMANSHIP AND MATERIALS: Applies to all divisions and trades furnishing materials and labor incorporated in this contract. All materials incorporated in the work shall be new, undamaged, and of the grade and quality specified unless reuse of existing materials is specifically called for in the drawing and/or specifications. Damaged materials shall be removed from the site. All work shall be performed by skilled journeymen and shall equal the best standards of workmanship of the respective trade or craft.

EMPLOYMENT PROHIBITION: In accordance with Title 28A RCW: The Contractor shall prohibit any employee of Contractor from working at a public school who has contact with children at the school during the course of his or her employment who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9.68A RCW, sexual offenses under Chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of

similar laws of another jurisdiction. Any failure by Contractor to comply with this section shall be grounds for Spokane Public Schools to immediately terminating the contract.

ASBESTOS:

- A. Most facilities operated by Spokane Public Schools have materials that contain asbestos. Locations of asbestos containing building materials within each facility are described in the Asbestos Management Plan on file in the Maintenance and Operations Department, 2815 E. Garland, Spokane, Washington. The Contractor shall be responsible for reviewing the Asbestos Management Plan and becoming fully informed of the presence of asbestos containing building materials in the work area of this Contract.
- B. The Contractor shall exercise the necessary precautions to avoid disturbance of asbestos containing building material when working in proximity to such materials.
- C. The Contractor shall immediately cease work and notify the Owner upon any accidental disturbances of asbestos containing building materials.
- D. The Contractor shall notify the Owner immediately if the work requires the abatement or disturbance of asbestos containing building materials that are not included in the Scope of Work. The Contractor shall not proceed until such time as the notification has been made and the situation has thoroughly been reviewed with the Maintenance and Operations Department AHERA Project Coordinator.
- E. Where disturbance or abatement of asbestos containing building materials is required in the Scope of Work, the Contractor shall comply with all asbestos safety regulations and requirements of the Washington State Department of Labor and Industries and as specified elsewhere in these Contract Documents.
- F. Asbestos containing materials shall not be used on any project. Upon completion of the project, the contractor shall issue a certificate which states “no asbestos containing building materials were used in the performance of the Work” as required.

USE OF OWNER’S PROPERTY: No use of the Owner’s present school building facilities may be made by this Contractor without prior approval of the Owner, specifically all utilities such as water, toilets, telephones, etc. The Contractor is to recognize that causing any unwarranted nuisance whatsoever will not be tolerated. All work is to take place in such a way and time as to cause the minimum of nuisance; and such work is to be correlated with the operations of the Owner. The entire premises shall be kept reasonably clean and free from unnecessary debris at all times. The Contractor shall remove all debris prior to final acceptance by the Owner.

TOBACCO/DRUG/WEAPON PROHIBITION: Spokane Public Schools property is a tobacco free, drug free, and weapon free environment. Contractor personnel shall conform to this policy at all times while on Spokane Public Schools premises.

GUARANTEE: The Contractor shall guarantee the satisfactory operation of all material and equipment installed and shall repair or replace to the satisfaction of the Owner any defective material, equipment, or workmanship which may show itself within one (1) year from the date of final acceptance or according to manufacturer’s listed warranty or technical specification, whichever is longest, and shall be held responsible for any damage to other work or excessive costs to Spokane Public Schools resulting therefrom. In the absence of a manufacturer’s warranty or a guarantee period specified in the Technical Specification, the guarantee shall be for one (1) year.

FINAL INSPECTION: When ready for completion inspection, the Contractor shall notify the Owner in writing. The Owner’s representative will make an inspection and compile a punchlist of items, which are not satisfactory or are incomplete. When the Contractor has completed the items on the punchlist, he shall notify the Owner in writing and request final payment.