



Spokane Public Schools  
*excellence for everyone*

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**REQUEST FOR CONSIDERATION  
FOR  
SMALL WORKS ROSTER**

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**Spokane Public Schools**  
Purchasing Services  
2815 E. Garland Avenue  
Spokane, WA 99207  
(509) 354-7174 fax (509) 354-7183

QUOTE FORM SUPPLEMENT  
QUOTE NO.

**PART I: STATEMENT REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

We hereby certify that we have made a conscientious effort to comply with federal, state and local equal employment opportunity requirements in quoting this project and we will make the same efforts in fulfilling the requirements if awarded the Contract.

We further designate

Name\_\_\_\_\_

Title\_\_\_\_\_

Telephone Number\_\_\_\_\_

as the person who has been charged with the responsibility for securing compliance with and reporting progress on affirmative efforts.

**PART II: CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

In submitting the proposal to do the work as outlined in the Contract Specifications, we hereby certify that we have not been suspended or in any way are excluded from Federal procurement actions by any Federal agency. We fully understand that, if information contrary to this certification subsequently becomes available, such evidence may be grounds for non-award or nullification of the Contract.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Participant's responsibilities.

Signed\_\_\_\_\_

Title\_\_\_\_\_

Firm\_\_\_\_\_

Address\_\_\_\_\_

City & State\_\_\_\_\_

Date\_\_\_\_\_

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**REQUEST FOR CONSIDERATION**

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**REQUEST FOR CONSIDERATION**

**PART I - GENERAL INFORMATION**

**NOTICE TO APPLICANTS:**

**A. STATEMENT OF QUALIFICATIONS:**

Two (s) copies of the attached Statement of Qualifications Questionnaire shall be submitted as part of the information furnished by each applicant. (See instructions for preparation of questionnaire for further details.)

**B. COVER LETTER:**

A cover letter, submitted on company letterhead, will be the first page of the completed Request for Consideration.

**C. ELECTRONIC DOCUMENTS**

The application package is available in electronic format, and will be provided as an e-mail attachment or can be found on our website at <http://www.spokaneschools.org/Page/2680>.

**D. PROCEDURE:**

It is the intention of Spokane Public Schools to review and approve, or disapprove, all requests to be included on our Small Works Roster. The Purchasing Services Department and the Department of Plant and Facilities will work together to review each submittal. A decision will normally be made within twenty (20) working days of submission. Upon completion of the review process, the applicant will be notified in writing as to our determination.

**E. EQUAL OPPORTUNITY EMPLOYMENT:**

Spokane Public Schools complies with state and federal rules and regulations and does not discriminate on the basis of race, color, gender, religion, national origin, creed, marital status, age, sexual orientation or disability.

**F. SUBMITTAL FILING:**

All correspondence received from applicants, including the Request for Consideration, the Contractor Questionnaire, and any accompanying proposals or company brochures, will be filed in Spokane Public Schools administrative offices for reference and use when considering selection for future Small Works projects.

**G. ACCEPTANCE OF TERMS AND CONDITIONS:**

By signing this document (page 4, Company Information) and returning the attached Request for Consideration for our Small Works Roster, you are agreeing to abide by, and be held responsible for, the Terms and Conditions outlined in Appendix A – General Conditions, unless such terms and conditions are superseded by different terms and conditions set forth in project specifications developed for a specific job, or are superseded by changes in the laws or regulations of the State of Washington. In such case, only the effected section of the General Conditions shall be superseded; all other sections of the General Terms shall remain intact.

**H. RESERVATION OF RIGHTS:**

Spokane Public Schools reserves the right to select more than one firm for more than one project. Spokane Public Schools reserves the right to evaluate all applicants as to their apparent ability to perform work to our standards and expectations; to evaluate the applicability of the knowledge, experience and licenses of the firm and employees to our needs; and to judge the favorableness of all recommendations. Spokane Public Schools reserves the right to disapprove any firm based on our findings and judgment. Spokane Public Schools reserves the right to dissolve the list(s) of finalists at any time and to solicit new proposals.

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**REQUEST FOR CONSIDERATION**

**PART I - GENERAL INFORMATION**

QUESTIONNAIRE INSTRUCTIONS:

1. Answer all questions.
  - a. **DO NOT** change the format or the order of the documents.
  - b. If additional pages are needed, add them in sequence as required. Number new pages 7a, 7b, etc.
  - c. If submission is a joint venture, submit separate sections for each firm (using different colors of paper). Provide summary data where appropriate (i.e., personnel).
2. Comments should be written so as to be understood by informed lay readers as well as professionals. Brevity is appreciated.
3. All materials shall be 8 1/2" by 11" or folded into an 8 1/2" x 11" format. Mount smaller items on 8 1/2" x 11" sheets. **DO NOT SUBMIT ANY MATERIALS THAT MUST BE RETURNED** (i.e., specifications, books, drawings, or photographs).
4. Bind all materials into a single unit so that an open copy will lay flat. Bind on the left-hand 11" side. **PLEASE SUBMIT TWO (2) COPIES.**
5. It is recognized that these forms are long and involved. The format helps the reviewers, be they in or out of the construction, maintenance or design professions, to have a better insight into the quantitative and qualitative aspects of your firm's personnel, experience, interest, and potential.
6. Please return to:

Pam Tatosky, Purchasing  
Spokane Public Schools  
2815 E Garland Avenue  
Spokane, WA 99207

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<b>CONTRACTOR QUESTIONNAIRE</b>	<b>PART II - THE COMPANY</b>
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COMPANY INFORMATION

Legal Name of Firm: \_\_\_\_\_

Business Address: \_\_\_\_\_

City / State / ZIP: \_\_\_\_\_

Telephone & FAX: \_\_\_\_\_

Authorized Person(s): \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Primary Discipline of Firm: \_\_\_\_\_

I hereby acknowledge receipt of the attached General Terms and Conditions and agree that any contract awarded by Spokane Public Schools, whether verbal or written, will incorporate the General Terms and Conditions as if set forth in full.

\_\_\_\_\_  
Print Name of Principal of Firm

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Principal of Firm

\_\_\_\_\_  
Date

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**CONTRACTOR QUESTIONNAIRE**

**PART II - THE COMPANY**

**OVERVIEW OF FIRM**

**Type of Ownership (Check)**

Individual	
Partnership	
Corporation	
Other	
MBE	
WBE	
Certified	
By Whom	

Type of Contractors License:	
Year Firm was Established:	
Year Established in Wash. State:	
Wash. State Contractor License Number:	
Previous Name(s) of Firm:	
Branch Offices (Cities):	
Liability Insurance Carrier:	
Limits of General Aggregate Coverage:	

If you do not carry insurance at this time, or if you provide insurance by the job, please comment on how you would provide same:	
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**Previous work with Spokane Public Schools:**

DESCRIPTION OF JOB	CONSTRUCTION BUDGET	DATE

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**CONTRACTOR QUESTIONNAIRE**

**PART III - ORGANIZATION**

**CERTIFICATION / LICENSES**

Individual (Full Name)	License or Certificate*	Washington State Registration/License		
		Year Issued	License Number	Years with Firm
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				

\*License or Certificate Type: General Contractor, Electrical Contractor, Mechanical Contractor, Carpenter, Electrician, Plumber, HVAC Technician, Engineer, etc.

**Note 1:** Use additional sheets as necessary to document all licenses held by your firm, or key people in your firm.

**Note 2:** Attach copies of the current license or journeyman status certification for each individual listed.

**Please answer the following questions concerning your organization's structure:**

How does your present staff compare with three (3) years ago?    \_\_\_ Larger now    \_\_\_ Same    \_\_\_ Smaller now

Why has there been a change? \_\_\_\_\_

Do you anticipate changes in the next twelve (12) months?    \_\_\_ Increase    \_\_\_ No    \_\_\_ Decrease

Please explain: \_\_\_\_\_



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**CONTRACTOR QUESTIONNAIRE**

**PART III - ORGANIZATION**

**PERSONNEL IN FIRM**

<b>Personnel in Firm (locally), Including Principals/Officers and Key Personnel</b>	<b>L = Licensed J = Journeyman</b>	<b>Total Number</b>
Principals		
Project Managers		
Job Superintendents		
Carpenters		
Plumbers		
Electricians		
HVAC Technicians		
Roofers		
Glaziers		
Painters		
Dry Wall		
Inspectors		
Clerical		
Laborers		
Other		
<b>TOTAL SIZE OF FIRM</b>		

**CONTRACTOR QUESTIONNAIRE**

**PART IV - INTEREST**

**CATEGORY OF INTEREST / ABILITY**

Place an **X** on the line to the left of each category listed below for which your firm is qualified, and would like to provide services. (Qualifications shall be reviewed, and will be based upon type of contractor's license, availability of licensed, journeyman status tradespeople, prior experience with like work, and a proven track record.) **Complete a separate Part V – Experience submittal for each category checked.**

_____	Category A	Asbestos Abatement
_____	Category B	Boiler Installation / Maintenance / Repair
_____	Category C	Data Communications
_____	Category D	Demolition Contractors
_____	Category E	Electrical Contractors
_____	Category F	Hardwood Flooring Contractors
_____	Category G	General Contractors
_____	Category H	Heating, Ventilation & Air-conditioning
_____	Category I	Fencing Contractors
_____	Category J	Concrete Contractors
_____	Category K	Landscape / Irrigation Contractors
_____	Category L	Masonry Contractors
_____	Category M	Metal Fabrication Contractors
_____	Category N	Painting Contractors
_____	Category O	Plumbing Contractors
_____	Category P	Paving Contractors
_____	Category Q	Roofing Contractors
_____	Category R	Floor Coverings
_____	Category S	Excavation Contractors
_____	Category T	Playground Equipment Installers
_____	Category	Miscellaneous (Specify _____)

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# CONTRACTOR QUESTIONNAIRE

## PART V - EXPERIENCE

## PROJECT EXPERIENCE: PERSON IN CHARGE

Please list three (3) projects that have been accomplished by this firm within the last three years that are similar or related in complexity to the category of work noted in Part IV - Interest. List only that work for which a principal/officer, who will serve as the principal in charge, project manager, or other responsible position, has been the person in charge. **Use a separate Project Experience form for each category for which you are requesting consideration.**

**WORK CATEGORY:** \_\_\_\_\_

Project Name, Location, Client, and firm's Project Manager	Construction Budget	Date of Completion	Provide a brief description of the scope of the project

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<b>CONTRACTOR QUESTIONNAIRE</b>
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<b>PART VI - PROJECT CONTROLS</b>
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## **COST CONTROL**

Please comment briefly on the methods that your firm employs to maintain control of construction costs. Include a statement explaining the firm's technique for assuring responsible cost estimates or bids, methods of estimating at various stages of bid/quote preparation, references for cost data, and an understanding of cost trends.

## **SCHEDULE MANAGEMENT**

Please comment briefly on the methods that your firm employs to maintain control of project schedules. Include a statement explaining the firm's technique for assuring responsible schedule development, adhering to schedules once established, meeting contract deadlines, and your thoughts on Liquidated Damages.

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**CONTRACTOR QUESTIONNAIRE**

**PART VI - PROJECT CONTROLS**

**RECENT CHANGE ORDERS**

List Change Order information associated with your last five (5) projects. Use the comments area to identify the reason for the difference (I.E., owner request, unforeseen circumstances, specification errors, code requirements, etc.)

Project Name Client Contact Phone Number	Date Bid	Award Price	Total Change Order Value	Percentage Difference plus or minus
1.				
Comments:				
2.				
Comments:				
3.				
Comments:				
4.				
Comments:				
5.				
Comments:				

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CONTRACTOR QUESTIONNAIRE	PART VII - REFERENCES
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## REFERENCES

Please list five (5) client representatives that may be called to discuss such issues as personal working relationships, meeting timelines/schedules, quality of workmanship, desire/willingness to address the customer's needs, etc. Include a contact name, company name, phone number, and a brief project description.

List five (5) general contractors, or sub-contractors, with whom you have recently worked. Include a contact name, company name, phone number, and a brief project description.

## **ADDENDUM A**

### **GENERAL TERMS AND CONDITONS**

**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 W. Scott Farkas, Supervisor of 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

**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](http://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..](http://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 complete a Hot Work Permit and turn it over to the Head Custodian at the site. Hot work includes, but is not limited to, brazing, cutting, grinding, soldering, welding, and torch applied roofing.
- B. Hot Work Permits are available from the owner, and shall be submitted each time any applicable work is done. Contractor shall complete all parts of the permit, and follow all the requirements listed on the permit.
- C. Contractor shall be liable for any damages resulting from hot work if the Contractor fails to submit a Hot Work Permit and follow the requirements listed on the permit.

**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, within ten (10) days after receipt of written notification of award of the contract, 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 fifty percent (50%) 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 50% 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](http://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](http://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.