

PUBLIC WORKS REFERENCE SHEET

All Public Works vendors must be listed on our Small Public Works Roster at MRSCrosters.org

THE FOLLOWING SHOULD BE INCLUDED IN YOUR WRITTEN BID:

- 1) SCOPE OF WORK, SPECIFICATIONS AND RELATED DOCUMENTS.
- 2) AMOUNT OF BID SHOWN IN BOTH WORDS AND FIGURES (In case of discrepancy, the amount shown in words will govern).
- 3) INCLUDE OVERHEAD AND PROFIT.
- 4) DO NOT INCLUDE RETAIL SALES TAX IN YOUR PROPOSAL. The owner will pay such taxes proportionally with each payment. All other necessary fees and taxes shall be paid by the Contractor and included in the Proposal.
- 5) PRINTED NAME AND TITLE, SIGNED NAME, DATE.
- 6) CONTRACTOR'S STATE OF WA LICENSE #, UBI #, ESD #.

BEFORE CONTRACT IS AWARDED, the following Mandatory Bidder criteria will be verified

- L&I Contractor Registration Status
- Industrial Insurance Coverage Status
- Verification of public works and prevailing wage training per RCW 39.04.350 (f).
- State Excise Tax Registration Status

BEFORE STARTING ANY WORK, the following documents must be completed and filed with the University Place School District, 9311 Chambers Creek Road, University Place WA 98466

CONTRACTOR'S LIABILITY INSURANCE

The insurance will name the University Place School District, the Architect, their consultants and employees, and any required governmental agencies as additional insured.

Primary Insurance Limits and Umbrella Coverage

*One Million Dollars (\$1,000,000) per occurrence for bodily injury/personal injury liability.

*One Million Dollars (\$1,000,000) per occurrence for property damage liability.

*As an alternate to the above the Contractor may insure for One Million Dollars (\$1,000,000) combined single limit protection for both bodily injury and property damage liability per occurrence and Two Million Dollars (\$2,000,000) general aggregate stop loss.

*One Million Dollars (\$1,000,000) per accident for bodily injury liability including sickness, disease, or death and property damage liability because of damage to or destruction of property of others including loss of use thereof arising out of operation of automobiles.

*One Million Dollars (\$1,000,000) for claims for damages insured by personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor or (2) by another person.

*One Million Dollars (\$1,000,000) for claims involving blanket contractual liability insurance.

In addition, the Contractor shall provide an umbrella policy which provides excess limits over the primary layer in the amount of not less than Two Million Dollars (\$2,000,000).

RCW 9a.72.085 STATEMENT A signed and dated statement on contractor's letterhead verifying compliance of the responsible bidder criteria below:

"Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW".

BEFORE ANY PAYMENT CAN BE PROCESSED the following documents must be completed and filed with the University Place School District, 9311 Chambers Creek Road, University Place WA 98466 ATTN: John Danielson

PERFORMANCE BOND AND PAYMENT BOND

Per RCW 39.08.010, the Contractor must provide a Performance Bond and a Payment Bond in the amount of the total contract plus sales tax. Bond is to bind the contractor and the surety company to the University Place School District and the State of Washington. A Performance & Payment Bond may be waived for contracts up to \$150,000 (incl sales tax). When a Performance & Payment Bond is waived, retainage will be 0% for contracts under \$2,500; 10% for projects \$2,500 to \$149,999.

SUB-CONTRACTORS LIST AND UBI NUMBER

The Contractor must provide a list of all Sub-Contractors and Suppliers along with their UBI number.

PREVAILING WAGE RATE

Per RCW 39.12 the Contractor and all subcontractors of any tier must submit a "Statement of Intent to Pay Prevailing Wage" to the Owner and approved by the State of Washington Department of Labor and Industries.

BEFORE FINAL PAYMENT CAN BE MADE an "Affidavit of Wages Paid" must be submitted and approved by the Contractor and any subcontractor of any tier certified by the Industrial Statistician of the WA State Dept of Labor and Industries with all fees paid by the Contractor or subcontractor.

RETAINAGE

In accordance with RCW 60.28.011, five percent (5%) of each approved Application for Payment (not including sales tax) shall be retained (when a Performance Bond is provided). For Contracts \$ 35,000.00 and over the Contractor will need to exercise, in writing, one of the following options:

1. Retainage to be retained in a fund by the Owner.
2. Retainage deposited by the Owner in an interest-bearing account in a bank, mutual savings bank, or savings and loan association.
3. Retainage placed in escrow with a bank or trust company.
4. Or the Contractor can provide a bond in place of retainage. The minimum requirements for the bond are that it be in an amount equal to five percent (5%) of the Contract Sum plus change orders, and it must be on a form acceptable to the Owner and signed by a surety registered by the Washington State Insurance Commissioner.

All options are not subject to release until sixty (60) days following Final Acceptance of the Work.

FINAL PAYMENT

In accordance with RCW 60.28 retainage will be released sixty days following Final Acceptance of the Work and the following information must be on file with the University Place School District:

AFFIDAVIT OF WAGES PAID approved form from the State of WA Department of Labor and Industries.

RELEASES FROM THE FOLLOWING AGENCIES (for contracts over \$35,000):

Department of Revenue, Department of Employment Security, Department of Labor and Industries

UNCONDITIONAL WAIVER OF LIEN AND/OR CLAIMS

The Contractor, all Subcontractors of any tier, and all suppliers must submit to the Owner, signed and notarized, UPSD's "Contractor's Final Release and Waiver of Lien" form.

WARRANTY

The contractor shall provide a written one-year warranty on all work performed. All warranties shall commence at date of substantial completion.

SCHOOL SECURITY

All contractors, suppliers, and visitors who come onto school property shall be required to display an identification badge on their person. This badge(s) may be obtained from the Project Manager. General contractor shall be required to administer the distribution of badges and maintain sign-out log. All School District supplied badges shall be returned before retainage is released.