

CITY OF SPOKANE

REQUEST FOR QUOTES

SECTION I. QUOTE PREPARATION AND EVALUATION

1. **QUOTE PREPARATION.** Quotes shall be typed or printed in ink, prepared on the form furnished by the City of Spokane and signed by an authorized person of the Contractor's firm. If errors are made, the corrections shall be initialed by the person signing the quote.
2. **SUBMISSION OF QUOTES.** Submit one copy of the quote by _____ on _____
to _____
at _____ Spokane, WA _____
3. **CONTRACTOR'S REPRESENTATION.** The Contractor by making its quote represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the work is to be performed.
4. **PREQUALIFICATION.** Prior to the award of contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the work, unless waived by the City.
5. **AWARD OF CONTRACT.** Award of contract, when made by the City, will be to the Contractor whose quote is the most favorable, taking into consideration price and other evaluation factors. Unsuccessful firms will not automatically be notified of results.
6. **REJECTION OF QUOTES.** The City reserves the right to reject any or all quotes, to waive minor deviations from the specifications, to waive minor informalities in quote process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Quotes, at the prices shown.
7. **CONTRACTOR REGISTRATION.** The City is prohibited from executing a public works contract with a Contractor who is not registered or licensed as required by state law.
8. **PUBLIC WORK REQUIREMENTS.** The scope of work for this project constitutes a public work under state law. Contractors are warned to take into consideration statutory legal requirements, particularly, the payment of prevailing wages, payment/performance bond and sales tax implications in making their quotes.

SECTION II. GENERAL REQUIREMENTS

1. SCOPE OF WORK. Unless otherwise stated, the Contractor shall furnish all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary to complete the specified work.
2. CITY DEPARTMENT. This project is for the City of Spokane _____
_____ Department. The Department's representative is _____
whose phone number is _____. The Contractor shall direct all correspondence and billings to this person.
3. COMPLETION TIME. All work under the contract shall be started after the date of notice to proceed. Work once started shall be completed by _____

4. LIQUIDATED DAMAGES. If the work is not completed within the stated completion time, the Contractor agrees to pay to the City liquidated damages in the amount of _____
_____ for each and every _____ day the work remains uncompleted.
5. INTENT OF SPECIFICATIONS. The apparent silence or omission in the specifications as to any detail of the work to be done or materials to be furnished means that the best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.
6. WASHINGTON STATE RETAIL SALES TAX.
 - A. GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the quote price. Sales tax shall be added on the amounts due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim any exemption authorized by law.
 - B. PUBLIC STREET IMPROVEMENTS. If the technical requirements in the specifications indicate that all or a portion of the work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its quote price. The City will NOT pay retail sales tax as a separate item.
7. PERMITS. The Contractor shall be responsible for obtaining at its expense all permits required by regulatory agencies.
8. GUARANTY. The Contractor guarantees all work, labor and materials for one year following final acceptance of the work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the work in a satisfactory condition and repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to work, which has been abused or neglected by the City.
9. SUBCONTRACTORS. The Contractor shall not award work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.
10. INSURANCE. During the term of the contract, the Contractor shall maintain in force at its own expense, the below insurance:
 - a. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires

subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of \$500,000;

- b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$500,000 each occurrence (\$300,000 if the quote price is less than \$10,000) for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under the contract;
- c. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and
- d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$300,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew insurance coverage(s) without 30 days written notice from the Contractor or its insurer(s) to the City. The Contractor shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured; and include applicable policy endorsements, the 30-day cancellation clause, and the deduction or retention level. Insuring companies or entities are subject to City acceptance.

11. PERFORMANCE BOND. The Contractor shall furnish, at its sole expense, a performance and payment bond equal to one hundred percent (100%) of the contract price. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the project. The bond shall be executed by a surety company authorized to do business in Washington State, and shall remain in effect for one year following final acceptance of the work. Unless approved by the City, the surety's name shall appear on the United States Treasury Department's list of authorized sureties - Circular 570.

On contracts of \$25,000 or less, in lieu of a surety bond, the City may retain fifty percent (50%) of the contract price for 45 days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later.

12. PREVAILING WAGES. Wages paid by the Contractor shall be not less than the prevailing rate of wage in the same trade or occupation in Spokane County as determined by the industrial statistician of the State Department of Labor and Industries.

Current prevailing wage data can be obtained from the City of Spokane Contract Compliance Division (509) 625-6225 or Washington State Department of Labor and Industries (509) 324-2585.

Before any payment can be made, the Contractor and each subcontractor shall submit a "Statement of Intent to Pay Prevailing Wages" to the City's Contract Compliance Division, which has been approved by the State Department of Labor and Industries. Each voucher claim (invoice) submitted by the Contractor for payment of work shall have a certification, which states that the prevailing wages have been paid in accordance with the pre-filed "Statement(s) of Intent to Pay Prevailing Wages".

13. RETAINAGE. Pursuant to RCW 60.28, the City will retain five percent (5%) from the monies earned by the Contractor. The retainage shall be held as a trust fund for the protection and payment: (1)

to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs any labor or furnishes any supplies toward the work. Release of retainage will be made 45 days following final acceptance of the work provided the following conditions are met:

- a. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries.
- b. The City has received from the State Departments of Labor & Industries and Employment Security releases of liability pursuant to Titles 50 and 51 RCW. The Contractor must submit a "Request for Release" to the State Department of Labor & Industries before these releases can be issued to the City.
- c. On contracts greater than \$20,000, the City has received a release from the State Department of Revenue.
- d. No claims, as provided by law, have been filed against the retainage.

In the event a claim is filed, the Contractor shall be paid a portion of the retainage, which is less than the amount sufficient to pay the claim and potential legal costs.

14. **FILING FEES.** The fee for the approval of "Statements of Intent to Pay Prevailing Wages" and "Affidavits of Wages Paid" is \$25 for each form. The Contractor is responsible for payment of these fees and shall make all application directly to the State Department of Labor and Industries. Reimbursement for the paid fees will be added to the amounts due the Contractor if the Contractor submits to the City prior to final acceptance of the work a list of its subcontractors and has their "Statements of Intent to Pay Prevailing Wages" on file.

Section III. Technical Requirements

**INSERT
TECHNICAL REQUIREMENTS**

QUOTE

TO: **CITY OF SPOKANE, WASHINGTON**

PROJECT NAME:

The undersigned firm has examined the site, read and understands the specifications for the above project and proposes to do the described work at the following price:

\$ _____

Contractor's Registration No. _____

The firm acknowledges receipt of addendum number _____ and agrees that its requirements have been included in this quote.

The firm agrees that its quote will NOT be withdrawn for a minimum of 45 calendar days after the stated submittal date.

FIRM NAME: _____

SIGNATURE: _____

TITLE: _____ PHONE: _____

ADDRESS: _____

SUBCONTRACTOR LIST

PROJECT NAME:

PROPOSED SUBCONTRACTORS/SUPPLIERS TO BE USED ON THE PROJECT ARE:
(USE ADDITIONAL PAGES IF NECESSARY)

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT \$ _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT \$ _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT \$ _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT \$ _____

CONTRACTOR'S REGISTRATION NO. _____

_____ **NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT**

Date Signature of Authorized Representative

RECOMMENDED FOR APPROVAL:

CONTRACT COMPLIANCE

DEPARTMENT

PREVAILING WAGE RATES

**INSERT
CURRENT SPOKANE COUNTY
PREVAILING WAGE RATES**

Last Revision: 8/5/2002