Spokane Public Schools
excellence for everyone

JOB ORDER CONTRACTING SERVICES

Request for Proposal No. 16-2526

January 16, 2026

Purchasing Services Department
On behalf of the
Capital Projects and Planning Department
2815 E. Garland
Spokane, WA 99207-5899
(509) 354-7174

TABLE OF CONTENTS

A. RFP Award Time Line

B. Advertisement For Job Order Contracting Firm

C. Proposal Summary

1. Services Requested / Best Practices Manual – Construction
2. Optional Pre-Proposal Conference
3. Proposal Receipt Dates and Times
4. Proposal Receipt Location
5. Opening and Award of the Job Order Contract
6. Prevailing Wage
7. MWOB Enterprises Outreach
8. Special Accommodations

D. Information for Respondents

1. RFP Intent
2. Owner Benefit
3. Unit Price Book
4. Contract Term
5. Contract Value
6. Job Order Limits
7. Non Pre-Priced Items
8. Legal Compliance
9. Proposal Requirements
10. Evaluation Committee
11. Bid Security
12. Notifications
13. MWBE Outreach Plan
14. Advertising Requirement
15. Minimum Qualification Requirements and Disqualification Criteria
16. Bid Protests
17. Public Records
18. Insurance
19. Document Submission
20. Contractor Certification
21. Work By Owner
22. RFP Inquiries

E. Proposal Requirements

1. Phase I – Statement of Qualifications
2. Phase II – Interview Selection
3. Phase III – Cost Proposal

F. Selection Criteria

1. Evaluation and Scoring Factors
2. Scoring for Award Purposes
3. Right to Reject Proposal

G. Phase I - Statement of Qualifications Signature Submittal Forms

1. Company Information and Authorization Form
2. Respondent Certification Form

H. Phase III - Cost Proposal Submittal Form

I. Contract

1. Articles
2. Contract Pricing Coefficients
3. Scope of Services

ATTACHMENTS:

RFP Exhibit A – Sample Letter of Invitation for a Firm Interview
RFP Exhibit B – Prevailing Wage Information
Attachment: Board Resolution Adopting the District's 2025-26 Annual Capital Plan with Project Listing

A. JOC RFP EVENT TIME LINE

1.	Advertisements for RFP	Monday, January 26, 2026 Monday, February 2, 2026
2.	Deadline for Questions from Applicants	Tuesday, February 10, 2026
3.	Phase I – Statement of Qualifications Due	Tuesday, February 17, 2026
4.	Phase II Interview	Wednesday or Thursday, March 4 or March 5, 2026
5.	Phase III Cost Proposals (Coefficients) Due	Tuesday, March 10, 2026 at **1:00 P.M. PDT**
6.	Announce Apparent Successful Respondents	Tuesday, March 10, 2026 immediately following the Opening
7.	Board Action	Wednesday, March 18, 2026

8. Contract Signed & Returned by Contractor(s), Collect Payment and Performance Bond, Retainage Bond (if applicable) & Insurance Certificate Documents within 10 business days of Contract Issuance.

B. ADVERTISEMENT FOR JOB ORDER CONTRACTING FIRM

SPOKANE PUBLIC SCHOOLS

Notice for Job Order Contracting Firms
Request for Proposal No. 16-2526

Spokane Public Schools, Capital Projects and Planning Department invites public works contractors to submit proposals for a Job Order Contract (JOC) to provide construction services for minor construction, renovation, modernization and alteration projects.

- **Submittals for Phase I due: 4:00 PM Pacific Time, Tuesday, February 17, 2026**

- **The Minimum Committed Amount** to be contracted with the JOC is $50,000
- **The Maximum Contract Amount** is $4,000,000 per year, for a maximum of three (3) years.
- **The Unit Price Book** utilized is RS-MEANS, Facilities Construction Cost Data – *the "then current" Western Edition.*
- **Prevailing Wages WAC 296-127 applies to this contract.** Prevailing wages for all work performed pursuant to a job order must be at the rates in effect at the time an individual job order is issued. Prevailing wage rates are available on the Department of Labor and Industries web site at: **www.lni.wa.gov/prevailingwage**. The contractor shall pay all relevant filing fees.

Spokane Public Schools encourages the participation of Minority Owned and Woman Owned Business Enterprises in this Request for Proposal.

Individuals with disabilities who may need special accommodations to participate in the public bid opening meeting should contact Michael Pflieger, Purchasing Services, at E-mail: michaelpf@spokaneschools.org no later than three days before the scheduled date of the meeting so that arrangements for the modifications can be made.

NOTE: Spokane Public Schools made the determination that the use of Job Order Contracting will benefit the public by providing an effective means of reducing total lead-time and cost for the construction of public works projects for repair and renovation required at public facilities through the use of unit price books and Work Orders by eliminating time-consuming, costly aspects of traditional public works process.

** The above referenced RFP will be available on the districts website at: https://www.spokaneschools.org/Page/1035 under Solicitations due Tuesday, February 17, 2026, RFP 16-2526 Job Order Contracting Services.

QUESTIONS: To better increase transparency, Questions regarding the solicitation or requests for additional information must be directed to the Purchasing Department by the date noted in the schedule below before solicitation closing using the "Ask Question" link at the Public http://www.publicpurchase.com/gems/sd81,wa/buyer/public/home. Questions related to the bid proposal by phone will not be returned.

C. PROPOSAL SUMMARY

1. SERVICES REQUESTED:

Spokane Public Schools requests proposals from contractors for a Job Order Contract (JOC) to provide construction services for minor construction, renovation, modernization, and alteration projects. The information necessary to submit a proposal is contained herein.

All services provided under this awarded contract shall conform to Spokane Public Schools Best Practices Manual – Construction 2019. This Manual will be available on Spokane Public Schools Website: https://www.spokaneschools.org/Page/1035 under Solicitations due February 17, 2026, RFP 16-2526, Job Order Contracting Services.

2. PROPOSAL AND INTERVIEW DATES AND TIMES:

Phase I: Statement of Qualifications Due **Tuesday, February17, 2026**

By 4:00 P.M. Pacific Time

Phase II: Interviews **Wednesday or Thursday March 4 or March 5, 2026 Phase III:** Cost Proposal Due **Tuesday, March 10, 2026**

By 1:00 P.M. Pacific Time

3. PROPOSAL RECEIPT LOCATION: Purchasing Services Department

ATTN: Michael Pflieger
Spokane Public Schools
200 N. Bernard
Spokane, WA 99201

4. OPENING AND AWARD OF THE JOB ORDER CONTRACT:

Within 15 minutes of the time for receipt of Phase III Cost Proposals, the cost coefficients will be opened and read and immediately following, final scores shall be calculated and publicly read. The School Board will award the JOC to the contractor(s) submitting the highest scored final proposal(s), using the evaluation factors and the relative weight of the factors contained herein.

5. PREVAILING WAGE:

WAC 296-127. Prevailing Wage, applies to this contract and the contractor shall pay all fees with each Statement of Intent and/or Affidavit of Wages Paid to the Department of Labor and Industries. Prevailing wages for all work performed pursuant to a job order must be at the rates in effect at the time an individual Job Order is issued. Prevailing wage rates are available on the Department of Labor and Industries web site at: www.lni.wa.gov/prevailingwage.

6. MWOB ENTERPRISES OUTREACH:

Spokane Public Schools encourages the participation of Minority Owned and Woman Owned Business Enterprises in this Request for Proposal. A list of certified directory is available for review at: https://omwbe.wa.gov/certified-businesses-directory.

7. SPECIAL ACCOMMODATIONS:

Individuals with disabilities who may need special accommodations to participate in the public bid opening meeting should contact Michael Pflieger, Purchasing Services at E-mail: michaelpf@spokaneschools.org no later than three days before the scheduled date of the meeting so that arrangements for the modifications can be made.

D. INFORMATION FOR RESPONDENTS

1. RFP INTENT:

Spokane Public Schools intends to procure one or more Job Order Contracts (JOC) to provide indefinite delivery, indefinite quantity construction services for minor construction, renovation, modernization, and alteration projects for schools, administrative, sports, and other facilities located in Spokane, Washington and other areas as defined in these Contract Documents. These services will be priced based upon a coefficient multiplier (e.g. .95 or 1.10) applied to pre-described and pre-priced tasks contained in the Unit Price Book (UPB).

2. OWNER BENEFIT:

Spokane Public Schools made the determination the use of Job Order Contracting will benefit the public by providing an effective means of reducing total lead-time and cost for the construction of public works projects for repair and renovation required at public facilities through the use of unit price books and Work Orders by eliminating time-consuming, costly aspects of the traditional public works process.

3. UNIT PRICE BOOK:

The Unit Price Book (UPB) for this contract shall be the current edition of the RS MEANS ***Facilities*** Construction Cost Data publication. The Spokane, Washington Weighted Average City Cost Index and the prices in the "Total, incl. O & P" column will be used. The total value of the applicable line items and their quantities will be multiplied by the City Cost Index and the designated coefficient to determine the lump sum cost of Job Orders. The "then current" version of RS MEANS ***Facilities*** Construction Cost Data will apply upon execution of any Job Order.

4. CONTRACT TERM:

a) **BASE TERM:** The base term of the contract is **two** years, with the option of extending or renewing the contract for one additional year if mutually agreed to by Spokane Public Schools and the contractor.

b) **RENEWAL / EXTENSION:** Spokane Public Schools shall provide written notice of intent to exercise the contract extension option before the expiration of the two year contract. The contractor will be presumed to mutually agree to the exercise of the extension option, unless the contractor notifies Spokane Public Schools otherwise in writing within ten (10) calendar days of receipt of Spokane Public Schools' notice to exercise. Cost coefficients in place during the base term of the contract will remain in place for the extension term.

5. CONTRACT VALUE:

a) The minimum guaranteed value of the base term, and the optional term, if exercised, is $50,000 per contract, per contract term. **NO VALUE ABOVE THE MINIMUM VALUE IS GUARANTEED.**

b) The maximum dollar amount for the Job Order Contract shall not exceed $4,000,000 per year of the contract, for a maximum of three (3) years.

c) Job Orders issued for a particular project may not exceed in total five hundred thousand dollars ($500,000).

d) No more than twenty percent (20%) of the dollar value of the Job Order may consist of items of work not contained in the unit price book.

e) At least ninety percent (90%) of the work contained in a Job Order Contract must be subcontracted by the contractor to entities other than the contractor.

f) If Spokane Public Schools fails to issue $50,000 in job orders in either the base term or the extension term, the contractor's sole remedy is an amount equal to the difference between $50,000 and the actual total of the job orders issued.

6. JOB ORDER LIMITS:

a) All Job Orders issued for the same project will be treated as a single Job Order for purposes of the five hundred thousand dollar ($500,000) limit on Job Orders in subsection 5 – c (above).

b) Any new permanent, enclosed building space constructed under a Job Order will not exceed three thousand (3,000) gross square feet.

c) For purposes of chapters 39.08 (Contractor's Bond), 39.12 (Prevailing Wages on Public Works), 39.76 (Interest on Unpaid Public Contracts), and 60.28 RCW (Lien for Labor, Materials, Taxes on Public Works), each Job Order issued will be treated as a separate contract. The alternate filing provisions of RCW 39.12.040(2) (Statement of Intent to Pay Prevailing Wages, Affidavit of Wages Paid) will apply to each Job Order that otherwise meets the eligibility requirements of RCW 39.12.040(2).

d) The contractor will not be required to accept any Job Orders below $2,000 or above $500,000.

e) Any work order over three hundred fifty thousand dollars, excluding Washington state sales and use tax, and including over six hundred single trade hours shall utilize a state registered apprenticeship program for that single trade in accordance with RCW 39.04.320

7. NON PRE-PRICED ITEMS:

Items that cannot be found in the Unit Price Book are considered "non pre-priced". If an item basically the same in "form, fit, and function" can be found in the price book, it can be used to price the line item, if appropriate rationale and documentation is provided in the final line item proposal. If a like item cannot be found, the contractor will obtain three quotes and provide them to the Spokane Public Schools representative, who will negotiate an equitable price with the contractor. Once negotiated, this price can be added to the Unit Price Book and will no longer be considered non pre-priced.

8. LEGAL COMPLIANCE:

All current national, state and local codes will apply to the work done under this contract.

9. PROPOSAL REQUIREMENTS:

See Paragraph E.

10. EVALUATION COMMITTEE:

Spokane Public Schools has delegated the evaluation of proposals received for this solicitation to an Evaluation Committee.

11. BID SECURITY:

Phase III Cost Proposal submission shall be accompanied by a bid security in the form of a certified or bank cashier's check payable to Spokane Public Schools or a bid bond executed by a bonding company licensed in the State of Washington on a Public Works Bond or equivalent form, equal to twenty five thousand dollars ($25,000). The bid security constitutes a pledge that the contractor will enter into a Contract with Spokane Public Schools in the form provided, in a timely manner, and on the terms stated in its Bid and will furnish in a timely manner the payment and performance bonds, certificates of insurance and all other documents required by the Contract Documents. Should the contractor fail or refuse to enter into the Contract or fail to furnish such documents, the amount of the bid security shall be forfeited to the Spokane Public Schools as liquidated damages, not as a penalty.

12. NOTIFICATIONS:

a) If the contractor is notified by telephone, facsimile or email communication that it has been selected to participate in the Phase II Interview, the contractor agrees to be available for an interview at a time to be determined on Wednesday or Thursday, March 4 or March 5, 2026. Persons with whom Spokane Public Schools will be working most closely for the duration of the contract should be at the interview.

b) If the Contractor's interview scoring is competitive with the other applicants, the Contractor will be asked to

submit their Phase III Cost Proposal.

c) If the contractor is notified by telephone, facsimile or e-mail communication on the date that bids are received, the respondent agrees to be available for contract processing in Spokane, WA with Spokane Public Schools on the following day.

13. MWBE OUTREACH PLAN:

If awarded the contract, the successful contractor will not be issued any work orders until the contractor provides to Spokane Public Schools an approved plan, developed in consultation with the office of minority and women's business enterprises or the equivalent local agency, that equitably spreads certified women and minority business enterprise subcontracting opportunities, to the extent permitted by the Washington state civil rights act, RCW 49.60.400, among the various subcontract disciplines.

14. ADVERTISING REQUIREMENT:

If awarded the contract, the successful contractor is required to publish notification of intent to perform public works projects at the beginning of each contract year in a statewide publication and in a legal newspaper of general circulation in Spokane County. Contractor shall provide Spokane Public Schools with Affidavits evidencing this requirement.

15. MINIMUM QUALIFICATION REQUIREMENTS AND DISQUALIFICATION CRITERIA:

To present proposals under this RFP, a contractor must meet the following minimum qualifications:

a) Possession of a Washington State Contractor's License
b) Ability to bond with an A.M. Best Rated Company A or better (as evidenced by a letter from the surety).
c) Ability to provide the required insurance (as evidenced by a certificate of insurance).

Any contractor submitting a proposal that does not evidence an ability to meet these minimum requirements shall be disqualified. In addition, any contractor deemed to have misrepresented information contained within its written proposal or presented during its oral interview shall be disqualified.

16. BID PROTESTS:

All bidders shall have ten (10) business days following the opening of Phase III Cost Proposal Submissions to file a bid protest. Submit to:

Purchasing Services Department
ATTN: Michael Pflieger
Spokane Public Schools
200 N. Bernard
Spokane, WA 99201

Bid protests must be in the form of a detailed written statement of the grounds for the protest and must be filed with Spokane Public Schools in that ten (10) business day period. Failure to submit a bid protest within ten (10) business days following the opening of Phase III Cost Proposal Submissions constitutes a waiver of the bidders right to protest the bid. Spokane Public Schools will promptly make a determination on the merits of the protest and provide to all bidders a written decision of denial or acceptance of the protest. Spokane Public Schools will not execute the contract until two business days following its decision on a bid protest.

17. PUBLIC RECORDS:

Except as provided below, all proposals submitted by the contractors shall be open to the inspection of any interested person, firm, or corporation in accordance with RCW 39.10.100 and chapter 42.17 RCW.

Trade secrets, as defined in RCW 19.108.010, or other proprietary information submitted by a bidder, offeror, or contractor in connection with an alternative public works transaction under this chapter shall not be subject to

chapter 42.17 RCW if the bidder, offeror, or contractor specifically states in writing the reasons why protection is necessary, and identifies the data or materials to be protected.

18. INSURANCE:

The contractor will maintain, at its expense, adequate insurance coverage to protect it from claims arising under the Workers Compensation Act, from claims for damages resulting from bodily injuries and damage to the property of others, and from claims for damages resulting from the operation of motor vehicles.
Minimum Insurance Requirements as contained within the enclosed General Terms and Conditions

19. DOCUMENT SUBMISSION:

A list of sub-contractors, a payment and performance bond, retainage bond (if applicable) and evidence of insurance shall be submitted within ten (10) days of the issuance of the Intent to Award the Job Order Contract. (NOTE - Any future modification to the list of sub-contractors shall be submitted to the Spokane Public Schools Project Manager within 72 hours of the change in subcontractor.) At least 90% of the work contained in a Job Order Contract must be subcontracted to entities other than the Job Order Contractor.
Performance and Payment Bond Requirements as contained within the enclosed General Terms and Conditions

20. CONTRACTOR CERTIFICATION:

In signing a proposal, a contractor certifies that the proposal is being made without any previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same materials, supplies, equipment, and/or services, and is in all respects fair and without collusion and fraud.

21. WORK BY OWNER:

Owner reserves the right to undertake or award Contracts for the performance of the same or similar type work contemplated herein, and to do so will not breach or otherwise violate the Contract.

22. RFP INQUIRIES:

Requests for additional information or clarification of specifications should be directed in writing to: Michael Pflieger, Purchasing Services Spokane Public Schools, 200 N. Bernard, Spokane, Washington 99201. michaelpf@spokaneschools.org

NOTE: INFORMATION OBTAINED FROM ANY SECTION OF THE PROPOSAL, OR ANY OTHER RELEVANT SOURCE, MAY BE USED IN EVALUATION.

E. PROPOSAL REQUIREMENTS

1. PHASE I - STATEMENT OF QUALIFICATIONS: (Total of 100 points)

The Phase I Statement of Qualifications should be placed in a 3-ring D binder, securely wrapped or packaged, and marked: "Job Order Contract, RFP 16-2526." The name of the contractor shall be clearly displayed on the binder cover, **along with a USB thumb drive electronic copy**.

Each contractor shall submit THREE (3) copies of its entire proposal.

a) Letter of Introduction and Intent. (5 points)

This letter shall introduce the company or partnership to the school district and describe the Respondent's intent and desire in submitting this proposal.

b) Company Information. (50 points)

The contractor shall address all items described as follows:

1) Overview of the organizational structure of the contractor

2) Job title, brief description of the responsibilities of the key personnel that will manage the Job Order Contract, and resume of each key personnel member

3) Location of the contractor:

(a) Identify and give the location of contractor's local office. If no local office, describe how the contractor will provide for this need.
(b) Describe where the contractor's project management staff is from and whether they will live within 30 miles of the city of Spokane. If not, describe where they will be located

4) Description of contractor's company philosophy regarding management of the Job Order Contract, and on interacting with, and partnering with, an owner in a Job Order Contract environment.

5) Contractor's plan for managing the Job Order Contract, including the following:

(a) How and within how many days the contractor will respond to a Request for Job Order Proposal.
(b) How and within how many days the contractor will prepare Job Order documentation, including plans, scope of work, trades packages, construction details, and estimating information.
(c) How will the contractor provide on-site supervision of individual Job Orders
(d) Managing multiple projects simultaneously.
(e) Managing multiple subcontractors.
(f) Partnering as a member of a team consisting of the client, its customers, the contractor, and the contractor's employees and subcontractors.
(g) Description of the contractor's turn-over packages and close-out procedures

6) Contractor's plan for communication procedures with Spokane Public Schools, customers, and subcontractors

7) Description of contractor's quality control procedures

8) Description of contractor's Safety Procedures / L&I Accident Prevention Program

9) Description of contractor's current workload and projected work load for the following three years

10) Contractor's plan for identifying, selecting, and managing subcontractors, including a list of proposed subcontractors

11) Contractor's outreach plan for small, minority, and woman owned business businesses, to the extent

permitted by the Washington State Civil Rights Act RCW 49.60.400

12) Contractor's contingency plan for unsatisfactory subcontract work

c) Past Performance. (20 points)

List the three most relevant contracts completed within the last three (3) years, or currently in progress, involving the use of multiple subcontractors or multiple projects for the northwestern geographic area of the United States. The following information should be provided on each contract:

(1) Owner name and location of contract
(2) Project description and total value of work done
(3) Start date and completion date
(4) Names of major subcontractors, if applicable
(5) Small business or Minority and Woman Owned Business goals for the contracts, if applicable, the efforts made to achieve the goals, and whether the goals were achieved
(6) JOC and other delivery method of construction services provided

d) Claims and Change Orders. (15 points)

List of all claims and the total of all change orders for each project referenced above, to include the following information:

(1) Total amount of claim(s) requested by contractor on project
(2) Total amount paid by owner for claims on project
(3) Total amount of all change orders paid by owner on project
(4) Change orders as a percentage of original bid amount

e) Safety Information. (10 points)

Safety information for the last three years, to include the following:

(1) 3 years records L&I/OSHA Worker Comp MOD Factor
(2) OSHA 300 Annual Summary
(3) List of OSHA/WISHA/EPA Citations received within the past three (3) years

f) Company Information and Authorization Form (RFP Page 16)

g) Respondent Certifications (RFP Page 17)

2. PHASE II - INTERVIEW: (Total of 100 points)

a) Selection of Most Qualified Finalists

1. The Evaluation Committee will review all responsive Phase I Statement of Qualifications submissions and will assign scores to each submittal. These scores shall be based on the points available.
2. Based on the scores, the Evaluation Committee will determine a competitive range of the most qualified finalists based on the contractors receiving the highest scores.

b) Interview Process

1. Contractors within the competitive range will be invited to participate in an interview and shall be notified by telephone or facsimile or email communication of the time for their interview.
2. The contractor agrees to be available for an interview as delineated in paragraph D.12, "Information for Respondents, Notifications" section of this document.
3. Persons with whom Spokane Public Schools will be working most closely for the duration of the contract should be at the interview, no more than four.

c) Presentation Topics (total of 70 points): 30 min

1. Company Mission Statement and Background: (5)
   a. Provide insight into your company's overall history and culture. _____ (5 pts)
2. Team Members: (20)
   a. Have each project team member introduce themselves, describe their roles, and their relative experiences. _____ (10 pts)
   b. Please detail current and proposed time commitments of each of these team members. _____ (10 pts)
3. Communications: (20)
   a. Summarize your approach to team decision-making. _____ (5 pts)
   b. Provide an example of how this team has worked together to solve a problem on a recent project. - _____ (5 pts)
   c. Please show a flow chart of a project from introduction to the project to closeout. _____ (5 pts)
   d. Please show us your experience with Intents and affidavits, and your general understanding when working with Public Projects. _____ (5 pts)
4. Project Examples: (20) _____ (20 pts)
   a. Please highlight 2 projects that would best show your ability to do JOC projects for Spokane Public Schools. Indicate the duration of the project, dollar amount and the involvement of major subcontractors along with other pertinent facts of the project.
5. Closing Statement: (5) _____ (5 pts)

d) Question and Answer (total of 30 points): 15 min [see attached question sheet]

Intro information

- Each question will be directed to a specific role on your Team with other Team members supplementing the initial answers.
- Approximately 20 minutes has been allotted for this portion of the interview.
- Any time remaining after all questions have been asked can be used to revisit previous answers or presentation items.

Panel Scoring Session to follow immediately after last interview.

Total Interview points: Presentation (70 pts) + Questions & Answers (30 pts) = 100 points

Score from this sheet (Presentation): _____ (70 pts max)

Score from the Questions & Answers sheet: _____ (30 pts max)

Total Interview Score: _____ (100 pts max)

3. PHASE III – COST PROPOSAL: (Total of 50 points)

1. The Phase III Cost Proposal form is located on Page 18 of this RFP.
2. The Cost Proposal shall only be submitted by contractors invited to participate in the Phase III process. Contractors are not to spend appreciable time on the Cost Proposal until notified by Spokane Public Schools that they have been selected for Phase III consideration.
3. If the contractor is notified by telephone, facsimile or email communication on the date that Cost Proposal are received, the contractor agrees to be available for contract negotiations with Spokane Public Schools on the following day.
4. The Cost Proposal, shall consist of the contractor's cost coefficient "multiplier" for both normal hours (M – F, 7 AM to 5 PM) and "other" hours (any times other than normal hours when the Spokane Public Schools directs the contractor to work).
5. All services provided under this awarded contract shall conform to Spokane Public Schools Best Practices Manual 2019 – Construction. This Manual can be found on Spokane Public Schools Wesbite: https://www.spokaneschools.org/Page/1035 under Solicitations due February 17, 2026, RFP 16-2526 Job Order Contracting Services.
   (a) It is anticipated FOR EVALUATION PURPOSES ONLY that 80% of the first 12 months work will be performed during standard hours and 20% of the work will be performed during non-standard hours.
   (b) The contractor shall include with its Cost Proposal the rationale it used in computing the coefficients as well as the following: It should show how the contractor computed the cost of doing the work and the various elements that made up each coefficient, to include profit, overhead, materials, equipment, labor and burden, contingencies, etc. Show the values used and the computations.
   (c) Remember that the bid coefficients must include all costs other than those contained in the pre-priced unit prices, including, but not be limited to: direct cost of doing the work; materials, labor burden; overhead; profit; project office expenses; mobilization and close-out costs; bonding costs; insurance; compliance with environmental laws; protective clothing and equipment; traffic and work site barriers; computer equipment and software; vehicles, maintenance, and fuel; testing; and all contingencies in connection with performing the work. NO ADDITIONAL PAYMENT WILL BE ALLOWED FOR ANY OF THESE ITEMS.
      i) Line Items in Division 1 of the Unit Price Book may not be used for the pricing of Job Order, as these items are to be included in the contractor's coefficients. Specific exceptions may be individually authorized if the Spokane Public Schools has an unusual requirement.
      ii) Spokane Public Schools will obtain all zoning and variances. The contractor is responsible for obtaining all required permits. However, Spokane Public Schools will pay permitting office directly for all permits, therefore do not include the cost of permits in your coefficient.
6. Other requirements for the Cost Proposal:
   (a) The Cost Proposal must be signed by an officer of the contractor.
   (b) The Cost Proposal submission shall be made electronically using Public Purchase: Spokane Public Schools Home Page.
   (c) **The Cost Proposal must be accompanied by a Bid Security equal to twenty five thousand dollars ($25,000), as defined in number 12 under Information to Respondents.**
   (d) The Cost Proposal shall be submitted no later than 1:00 P.M. PST, TUESDAY, MARCH 10, 2026 to: Spokane Public Schools Purchasing Services Department, 200 N. Bernard, Spokane, WA 99201.

F. SELECTION CRITERIA

1. EVALUATION AND SCORING FACTORS:

Scoring shall be the summation of Phase I, Phase II and Phase III evaluation and calculation results.

2. SCORING FOR AWARD PURPOSES:

The Final Score (FS) will be computed by adding the Phase I, Phase II and Phase III Competitive Pricing Score (CPS). The Average Weighted Coefficient (AWC) is the sum of the Standard Coefficient (SC) cost proposal multiplied by 80% and the Non-Standard Coefficient (NSC) cost proposal multiplied by 20%. The contract will be awarded to the contractor with the highest Final Score that submitted responsive proposals.

The final scoring formula for each firm interviewed and proceeding to Phase III shall be:

Final Score (FS) = Phase I Statement of Work Score + Phase II Interview Score + Phase III Competitive Pricing Score (CPS)

The maximum possible points for each Phase is as follows:

Phase I:	100 pts
Phase II:	100 pts
Phase III:	50 pts

The Phase III Competitive Pricing Score (CPS) = calculated value as outlined in example below.

An example of the calculation of the Competitive Pricing Score (CPS) for three companies, based on a potential project value of $350,000:

Where:

AWC = (SC x 80%) + (NSC x 20%)

Y (formula process value) = $350,000 divided by AWC

CPS = (Y divided by Ymax of all applicants) x 50 pts

	Applicant Submitted Coefficients					
Company	Standard (SC)	Non Standard (NSC)	Calculated AWC	Calculated Y	Y / Ymax	CPS Score
A	0.7800	0.7800	0.7800	448,718	1.0000	50
B	0.8350	0.8350	0.8350	419,162	0.9341	47
C	1.2560	1.2940	1.2636	276,986	0.6173	31

3. RIGHT TO REJECT PROPOSAL:

Spokane Public Schools reserves the right to reject any or all proposals in whole or in part, to waive technical defects, irregularities, and omissions if in its judgment the best interest of the school district will be served.

G. PHASE I - STATEMENT OF QUALIFICATIONS SIGNATURE FORMS

1. COMPANY INFORMATION AND AUTHORIZATION FORM:

Pursuant to and in compliance with RFP 16-2526 hereinafter referred to as the Contract Documents for: REQUEST FOR PROPOSALS FOR JOB ORDER CONTRACT SERVICES at Spokane Public Schools; the undersigned, having become thoroughly familiar with the terms and conditions of this document and with the local conditions which may affect performance and costs, hereby proposes and agrees to furnish all services, labor, equipment, and materials required to fulfill the intent of this agreement in accordance with this document as interpreted by Spokane Public Schools hereinafter referred to as the Owner. The Respondent hereby designates as his office to which correspondence shall be delivered.

Receipt of Addenda numbered _____ is hereby acknowledged (fill in number of each addenda received).

_____ _____
Company Name EIN/SSN

_____ _____
Name of Authorized Agent (PRINTED) Signature (IN INK)

_____
Address

_____ _____
Telephone Number FAX Number

_____ _____
Date E-mail Address

2. RESPONDENT CERTIFICATION FORM

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 _____

H. PHASE III - COST PROPOSAL FORM

Not later than 1:00 P.M. PDT, Tuesday, March 10, 2026

The undersigned, having read all the requirements of this solicitation for proposals, together with the RFP dated January 16, 2026 agree to furnish all labor, materials, and construction management specified herein necessary to complete the work as follows:

(A) First Year, Not to exceed Contract = $4,000,000

(B) Minimum Committed Contract Amount = $ 50,000

(C) **Enter Coefficients**
FOR EVALUATION PURPOSES ONLY, it is anticipated that 80% of the work shall be performed during standard (M – F, 7 AM – 5 PM) and 20% during non-standard (all "other" hours).

a. Standard Coefficient (normal working hours: M – F, 7 AM – 5 PM) = _____

b. Non-Standard Coefficient (non-standard working hours: all "other" hours) = _____

Enclosed herewith is the rationale used in computing the coefficients as required in the RFP.

Note: These coefficients apply to base term and any extension/renewal thereof.

PERIOD OF PERFORMANCE

Subject to other provisions, the period of performance of this contract shall commence upon the written approval of the District's contracting officer and shall continue for an initial contract term of not to exceed two years from the full execution date of the contract, with the option of extending or renewing the contract for one additional year, unless modified and approved by both parties, or terminated for cause by the Owner.

LIQUIDATED DAMAGES

The contractor shall coordinate with the Owner to develop an acceptable schedule for the Work under each Job Order and shall be required to adhere strictly to the performance schedule established in each Job Order. The Owner retains the option to establish Liquidated Damages for any Job Order.

ADDENDUM RECEIPT

Receipt of the following addenda to this RFP solicitation is acknowledged:

Addendum No. _____ Date _____

_____ _____
Authorized Signature Email Address

_____ _____ _____
Printed Name and Title Phone Number Fax Number

_____ _____
Date Contractor Number / UBI Number

I. CONTRACT

CONTRACT

between

SPOKANE PUBLIC SCHOOLS

and

For

JOB ORDER CONTRACTING

I. CONTRACT

TABLE OF CONTENTS

ARTICLE NO.		PAGE
ARTICLE 1	DEFINITIONS	24
ARTICLE 2	WORK TO BE PERFORMED	27
ARTICLE 3	JOB ORDERS	28
ARTICLE 4	SPECIFICATIONS AND DRAWINGS	28
ARTICLE 5	USE OF SPECIFICATIONS AND DRAWINGS	30
ARTICLE 6	PERMITS AND RESPONSIBILITIES	30
ARTICLE 7	MATERIAL AND WORKMANSHIP	30
ARTICLE 8	TESTING OF MATERIALS	31
ARTICLE 9	LAYOUT OF WORK	31
ARTICLE 10	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK	31
ARTICLE 11	DIFFERING SITE CONDITIONS	32
ARTICLE 12	CONTRACT TERM	32
ARTICLE 13	COMPENSATION	33
ARTICLE 14	INVOICING AND PAYMENTS	33
ARTICLE 15	CONSTRUCTION SCHEDULE	34
ARTICLE 16	SUPERINTENDENCE BY JOB ORDER CONTRACTOR	35
ARTICLE 17	INSPECTION OF CONSTRUCTION AND ACCEPTANCE	35
ARTICLE 18	OPERATIONS AND STORAGE AREAS	36
ARTICLE 19	PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES AND IMPROVEMENTS	36
ARTICLE 20	CLEANING UP AND REFUSE DISPOSAL	37

I. CONTRACT

ARTICLE 21 WARRANTY OF CONSTRUCTION 37

ARTICLE 22 CHANGES 38

ARTICLE 23 PRICING CHANGES 39

ARTICLE 24 SUSPENSION OF WORK 39

ARTICLE 25 DISPUTES 40

ARTICLE 26 TERMINATION FOR CONVENIENCE OF OWNER 41

ARTICLE 27 DEFAULT 43

ARTICLE 28 SAFETY 44

ARTICLE 29 USE AND POSSESSION PRIOR TO COMPLETION 45

ARTICLE 30 OTHER CONTRACTS 45

ARTICLE 31 DISSEMINATION OF CONTRACT INFORMATION 46

ARTICLE 32 PAYMENT AND PERFORMANCE BONDS 46

ARTICLE 33 RETAINAGE BOND / RETAINAGE ACCOUNT 46

ARTICLE 34 INSURANCE 46

ARTICLE 35 INDEMNIFICATION 48

ARTICLE 36 CONTRACT ORDER OF PRECEDENCE 48

ARTICLE 37 NOTICES 48

ARTICLE 38 SEVERABILITY 48

ARTICLE 39 WAIVERS 49

ARTICLE 40 MERGER 49

ARTICLE 41 NON-AVAILABILITY OF FUNDS 49

ARTICLE 42 AUDIT OF RECORDS 49

ARTICLE 43 NON-DISCRIMINATION 50

I. CONTRACT

ARTICLE 44 THIRD PARTY ANTITRUST VIOLATIONS 50

ARTICLE 45 INTERPRETATION, JURISDICTION AND VENUE 50

2. CONTRACT PRICING COEFFICIENTS 51

3. SCOPE OF SERVICES 52

I. CONTRACT

JOB ORDER CONTRACTING
CONTRACT

THIS CONTRACT, entered into and made effective the ____ day of _____, 2026 by and between SCHOOL DISTRICT NO. 81 dba SPOKANE PUBLIC SCHOOLS, a Washington municipal corporation (hereinafter referred to as Owner) and _____, a _____corporation with offices at _____ (hereinafter referred to as Job Order Contractor).

WITNESSETH:

THAT IN CONSIDERATION of the mutual promises and covenants hereinafter contained in this Contract by these presents do agree, as follows:

I. CONTRACT

I. CONTRACT

1. ARTICLES

ARTICLE 1

DEFINITIONS

1.1 **"AIA Masterspec"** is the industry-standard master specification system recommended for architectural, engineering, and construction/building specifications.

1.2 **"Affidavit of Wages Paid"** means the form for Public Works contracts requiring that each and every employer on the project file with the Washington State Department of Labor and Industries affirming that prevailing wages have been paid.

1.3 **"Alternative Public Works Transaction"** means all documents, and records related to the design-build, general contractor/construction manager, and job order contracting procedures authorized in RCW 39.10.051, 39.10.061 and 39.10.130, respectively.

1.4 **"Application for Payment"** means a written request submitted by Contractor to the Owner, or if the Owner has retained an A/E for a Work Order, to the A/E for payment of Work completed in accordance with the Contract Documents and approved Work Order.

1.5 **"Architect," "Engineer," or "A/E"** means a person or entity lawfully entitled to practice architecture or engineering, representing Owner within the limits of its delegated authority. In cases where no outside Architect Engineer or A/E is associated with specific Work or Work Order, the Owners representative will act instead.

1.6 **"Best Practices Manual – Construction"** means Spokane Public Schools Best Practices Manual – Construction as found on the districts website at: www.spokaneschools.org/solicitations under Solicitations due February 17, 2026, RFP 16-2526 Job Order Contracting Services.

1.7 **"CPARB"** means the Capital Projects Advisory Review Board

1.8 **"Collusion"** means an agreement between two or more persons to defraud persons or institutions of their legal rights, or to obtain an object forbidden by law.

1.9 **"Contingency"** means an event that may occur in the future, especially a problem, emergency, or expense that might arise unexpectedly, needs to be dealt with, and therefore must be prepared for.

1.10 **"Contract"** is the **"Job Order Contract"** as defined below in which the contractor agrees to a fixed period, indefinite quantity delivery order contract which provides for the use of negotiated definitive Work Orders.

1.11 **"Contract Award Amount"** is the minimum committed amount as stated in the RFP.

1.12 **"Contract Documents"** means the Job Order Contracting Services Request For Proposal, completed proposal phase submissions, and any Addenda issued.

I. CONTRACT

1.13 **"Contract Sum"** is the total amount payable by Owner to Contractor for performance of the Work in accordance with the Contract Documents, including the Contract Award Amount and any amount for Work Orders that is above the Contract Award Amount.

1.14 **"Contractor"** (also **"Job Order Contractor"**) means the person or entity awarded the Job Order Contract who has agreed with Owner to perform Work in accordance with specific Work Orders, associated Project Documents, and the Contract Documents.

1.15 **"Coefficient" also known as "Cost Coefficient Multiplier"** is the Contractor's competitively bid price adjustment to the unit prices as published in the Unit Price Book (e.g. .95 or 1.10) applied to pre-described and pre-priced tasks contained in the Unit Price Book (UPB). The "Standard Coefficient" is for Work that is conducted during normal working hours (7:00AM to 5:00PM, Monday through Friday) and the "Non-standard Coefficient" is for Work that occurs during other than normal working hours (5:00PM to 7:00AM, Monday through Friday, weekends and holidays).

1.16 **"Drawings"** are the graphic and pictorial portions of the Work Order Proposal showing the design, location, and dimensions of the Work, including but not limited to, plans, elevations, sections, details, schedules, and diagrams.

1.17 **"Local Office"** means Contractor's office located within Spokane County – preferably sited within the boundaries of Spokane Public Schools.

1.18 **"Final Acceptance"** means the written acceptance associated with a Work Order issued to Contractor by Owner after Contractor has completed the requirements of the Work Order.

1.19 **"Final Completion"** means that the Work is fully and finally completed in accordance with the Work Order.

1.20 **"Force Majeure"** means those acts of God entitling Contractor to request an equitable adjustment in the Contract Time.

1.21 **"Insurance Certificate"** means that document verifying the policy the Contractor shall purchase from and maintain in a company or companies lawfully authorized and admitted to do business in the State of Washington, possessing the minimum AM Best rating, the financial rating, in the amounts as specified in the General Terms and Conditions, who is reasonably acceptable to the Owner, and shall name the Owner as additional insured with the additional insured endorsement attached, for Work performed under this Contract.

1.22 **"Intent to Pay Prevailing Wage"** means the form for Public works contracts requiring that each and every employer on the project file the Statement of Intent to Pay Prevailing Wages.

1.23 **"Job Order Contract"** (JOC) is a contract between the Owner and a licensed contractor in which the contractor agrees to a fixed period, indefinite quantity delivery order contract which provides for the use of negotiated definitive Work Orders for public works as defined in RCW 39.04.010. The Contract and individual Work Orders are further defined and/or limited in location, scope, term, and amounts by the RFP, and other requirements included in the General Conditions documents.

1.24 **"L&I/OSHA Worker Comp MOD Factor"** means that rating applied to the contractors experience factor associated with the frequency of accidents experienced and that effects the rate of charge for Workers Compensation as applied by OSHA/L&I.

I. CONTRACT

1.25 **"MWBE Outreach Plan"** means the Contractor's plan to identify, mentor and assist small, minority and woman owned businesses, to equitably spread subcontracting opportunities to the extent permitted by Washington State Civil Rights Act RCW 49.60.400.

1.26 **"Non Pre-Priced"** means items that are not included in the Unit Price Book.

1.27 **"Notice to Proceed"** is the authorization document from Owner to proceed with an individual Work Order.

1.28 **"OSHA Annual Summary"** means the OSHA Annual required report related to incident history including employee time loss and medical history.

1.29 **"Owner"** means Spokane Public Schools and its authorized representative with the authority to enter into, administer, and/or terminate the Work in accordance with the Contract Documents and make related determinations and findings.

1.30 **"Partnering"** Owner and Job Order Contractor working in a synergistic way.

1.31 **"Performance Bond"** means the statutory bonds pursuant to RCW 39.08 that the Contractor shall secure from a surety company acceptable to the Owner, admitted and licensed in the State of Washington, covering the faithful performance of the Contract and payment of all obligations arising thereunder in the form and amount prescribed in the Contract Documents, each in the full amount of the Contract Sum plus sales tax.

1.32 **"Prevailing Wage"** is the hourly wage, usual benefits and overtime, paid in the largest city in each county, to the majority of workers, laborers, and mechanics. Prevailing wages are established, by the Department of Labor and Industries, for each trade and occupation employed in the performance of public work. They are established separately for each county, and are reflective of local wage conditions. RCW 39.12.010 and RCW 39.12.015.

1.33 **"Proposal"** means a complete, properly signed and formatted offer in response to Spokane Public Schools Request for Proposal to enter into a contract for Job Order Contracting services.

1.34 **"Protest of Process"** means the written document filed with Spokane Public Schools, giving rise to the protest. The document shall include the name of the protesting Respondent, a detailed description of the specific factual and legal grounds for the protest, copies of all supporting documents, and the specific relief requested.

1.35 **"Public Works"** means all work, construction, alteration, repair or improvement that is executed at the cost of the Owner. This includes, but is not limited to, demolition, remodeling, renovation, road construction, building construction and utilities construction. RCW 39.04.010.

1.36 **"Respondent"** means person or entity who submits a proposal.

1.37 **"Retainage"** is that portion of a government contractor's payment, typically five percent that is withheld by a government authority until the contract is satisfactorily completed in accordance with the statutory requirements of RCW 60.28.

1.38 **"Retainage Bond"** means RCW 60.28.011(6) allows a contractor to submit a retainage bond for all or any portion of the contract retainage in a form acceptable to the Owner, admitted and licensed in the State of

I. CONTRACT

Washinhgton, and from a bonding company meeting standards established by the Owner as prescribed in the Contract Documents.

1.39 **"Specifications"** are that portion of the Work Order consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services, including, but not limited to, the then current version of the Best Practices Manual – Construction for Spokane Public Schools.

1.40 **"Subcontract"** means a contract entered into between the Job Order Contractor and another contractor for the purpose of obtaining supplies, materials, equipment, or services of any kind for or in connection with a Work Order.

1.41 **"Subcontractor"** means any entity, other than the Job Order Contractor, who agrees to furnish or furnishes any supplies, materials, equipment, or services of any kind in connection with a Work Order.

1.42 **"Substantial Completion"** means that stage in the progress of a Work Order where Owner has full and unrestricted use and benefit of the facilities for the purposes intended.

1.43 **"Unit Price Book"** shall be the "then current" RS Means ***Facilities*** Construction Cost Data publication containing specific prices to be used in establishing a price for a Work Order.

1.44 **"Weighted Average City Cost Index"** means that section of the "Unit Price Book" applicable to Spokane, Washington that shall be used in calculating the cost of Work Orders.

1.45 **"Work"** means the construction and services required by a Work Order, and includes, but is not limited to, labor, materials, supplies, equipment, services, permits, and the manufacture and fabrication of components, performed, furnished, or provided in accordance with a Work Order.

1.46 **"Job Order"** is the negotiated and agreed definition of the work to be performed, reflecting the Work Order Request and accepted Work Order Proposal. It is a lump sum, fixed price contract for the agreed upon scope of work.

1.47 **"Job Order Proposal"** is a proposal from the Contractor for the Work requested in a Work Order Request including but not limited to: scope, scheduling, drawings, specifications, quantities, dollar amount, submittals and all others as defined in 42 above.

1.48 **"Job Order Request"** is a request issued by an Owner to the Contractor for a Job Order Proposal.

ARTICLE 2

WORK TO BE PERFORMED

2.1 In response to Job Orders that may be mutually agreed upon and issued periodically by Owner, Job Order Contractor shall, except as may be specified elsewhere in the Contract, furnish all the Work, including necessary labor, materials, tools, supplies, equipment, transportation, supervision, management, and perform all operations necessary and required for survey, design and construction work which will be defined and further described as to specific project requirements in each Job Order and as required by Owners Best Practices Manual – Construction. The Work shall be

I. CONTRACT

performed in accordance with the requirements set forth in each Job Order and as further specified in Section 9, Number 2," Contract Pricing Coefficients, and in Section 9, Number 3, Scope of Services, both of which are incorporated herein and made a part hereof.

2.2 This Contract embodies the agreement of Owner and Job Order Contractor to terms and conditions which will govern any Work that may be prescribed under a Job Order that may be issued by Owner and agreed to by Job Order Contractor. Nothing herein shall be construed as requiring Owner to issue any Job Order, nor requiring Job Order Contractor to accept same, it being the intent that both parties must mutually agree to any specific Work before a Job Order may be issued.

ARTICLE 3

JOB ORDERS

3.1 Performance of the Work shall be undertaken only upon the issuance of a written Job Order by Owner. Job Orders shall be in accordance with the requirements specified in Section 9, number 3, Scope of Services, and will set forth, with the necessary particularity, the following:

a. Contract number along with Job Order Contractor's name;

b. Job Order number and date;

c. The agreed Work and applicable technical specifications and drawings;

d. The agreed period of performance and, if required by Owner, a work schedule;

e. The place of performance;

f. The agreed total price for the Work to be performed;

g. Submittal requirements;

h. Owner’s authorized representative who will accept the completed Work;

i. Signatures by the parties hereto signifying agreement with the specific terms of the Job Order; and

j. Such other information as may be necessary to perform the Work.

3.2 Job Orders may be amended by Owner in the same manner as they are issued.

3.3 The minimum Job Order value is $2,000 unless waived by Job Order Contractor. The maximum Job Order value is $500,000.

3.4 Any work order over one million dollars, excluding Washington state sales tax, and including over six hundred single trade hours shall utilize a state registered apprenticeship program for that single trade in accordance with RCW 39.04.320.

ARTICLE 4

I. CONTRACT

SPECIFICATIONS AND DRAWINGS

4.1 Job Order Contractor shall keep on the work site a copy of the drawings and specifications for each active Job Order requiring drawings or specifications and shall at all times give Owner access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of differences between drawings and specifications, the drawings shall govern. In case of discrepancy either in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to Owner, who shall promptly make a determination in writing. Any adjustment by Job Order Contractor without such a determination shall be at its own risk and expense. Owner shall furnish from time to time such detail drawings and other information as considered necessary, unless otherwise provided.

4.2 Wherever in the specifications or upon the drawings the words "directed," "required," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the "direction," "requirement," "order," "designation," or "prescription," of Owner is intended and similarly the words "approved," "acceptable," "satisfactory," or words of like import shall mean "approved by," or "acceptable to," or "satisfactory to" Owner, unless otherwise expressly stated.

4.3 Where "as shown," "as indicated," "as detailed," or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying the Job Order unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed."

4.4 Shop drawings means drawings submitted to Owner by Job Order Contractor showing in detail:

a. The proposed fabrication and assembly of structural elements and,
b. The installation (i.e., form, fit and attachment details) of materials or equipment.
c. The construction and detailing of elements of the Work.

It includes sketches, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by Job Order Contractor to explain in detail specific portions of the Work. Owner may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under the Contract.

4.5 Job Order Contractor shall coordinate all shop drawings, and review them for accuracy, completeness, and compliance with Contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to Owner without evidence of Job Order Contractor's approval may be returned for resubmission. Owner will indicate its approval or disapproval of the shop drawings and if not approved as submitted shall indicate Owner's reasons therefore. Any work done before such approval shall be at Job Order Contractor's risk. Approval by Owner shall not relieve Job Order Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of the Contract, except with respect to variations described and approved in accordance with paragraph 4.6 below.

4.6 If shop drawings show variations from the Job Order requirements, Job Order Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If Owner approves any such variation, Owner shall issue an appropriate Contract modification, except that, if the variation is minor and does not involve a change in price or in time of performance, a modification need not be issued.

4.7 Job Order Contractor shall submit to Owner for approval an appropriate number of copies of all shop drawings as called for under the various headings of the Job Order specifications. Sets of all shop drawings will be retained by Owner and one set will be returned to Job Order Contractor.

I. CONTRACT

4.8 Omissions from the drawings or specifications or the mis-description of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve Job Order Contractor from performing such omitted or mis-described details of the Work but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.

4.9 Job Order Contractor shall check all Owner furnished drawings immediately upon receipt and shall promptly notify Owner of any discrepancies. Figures marked on drawings shall be followed in preference to scale measurements. Large scale drawings shall govern small scale drawings. Job Order Contractor shall compare all drawings and verify the figures before laying out the Work and will be responsible for any errors which might have been avoided thereby.

ARTICLE 5

USE OF SPECIFICATIONS, DRAWINGS AND NOTES

5.1 All drawings (to include as-built drawings), sketches, designs, design data, specifications, note books, technical and scientific data provided to Job Order Contractor or developed by Job Order Contractor pursuant to the Contract and all photographs, negatives, reports, findings, recommendations, data and memoranda of every description relating thereto, as well as all copies of the foregoing relating to the Work or any part thereof, shall be the property of Owner and may be used by Owner without any claim by Job Order Contractor for additional compensation, unless such material developed by Job Order Contractor does not result in an issued Job Order. In such cases, Job Order Contractor will receive reasonable reimbursement for the development of such materials before Owner uses them in any manner whatsoever. In addition, Owner agrees to hold Job Order Contractor harmless to the extent permitted by law from any legal liability arising out of the Owner's use of such materials.

ARTICLE 6

PERMITS AND RESPONSIBILITIES

6.1 Job Order Contractor shall be responsible for processing of drawings (unless otherwise notified by Owner) for approval by appropriate oversight bodies; for obtaining any necessary licenses and permits; and, for complying with any Federal, State and municipal laws, codes, and regulations applicable to the performance of the Work. Owner will pay directly for the actual, documented costs of construction permits required for the performance of the Work however, Contractor shall be responsible for obtaining such permits Job Order Contractor shall also be responsible for all damages to persons or property that occur as a result of Job Order Contractor's fault or negligence, and shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. Job Order Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire Work, except for any completed unit of Work which may have been accepted under the Contract, unless otherwise directed by Owner.

ARTICLE 7

MATERIAL AND WORKMANSHIP

7.1 All equipment, material, and articles incorporated in the Work covered by this Contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Contract. References in the specifications to equipment, material, article, or patented process by trade name, make, or catalog number, shall be

I. CONTRACT

regarded as establishing a standard of quality and shall supercede the requirements of Spokane Public Schools Best Practices Manual – Construction and shall not be construed as limiting competition. Job Order Contractor may, at its option, use any equipment, material, article, or process that is equal to that named in the specifications or Best Practices Manual –Construction so long as the Contractor has received prior written approval of the Owner to do so. Final determination of the suitability and acceptability of any such equipment, material, article, or process shall be the sole judgment of the Owner.

7.2 Job Order Contractor shall obtain Owner's approval of the machinery and mechanical and other equipment to be incorporated into the Work. When requesting approval, Job Order Contractor shall furnish to Owner the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by the Contract or by Owner, Job Order Contractor shall also obtain Owner's approval of the material or articles which Job Order Contractor contemplates incorporating into the Work. When requesting approval, Job Order Contractor shall provide full information concerning the material or articles.

When directed to do so, Job Order Contractor shall submit samples for approval. Machinery, equipment, material and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

7.3 All work under the Contract shall be performed in a skillful and workmanlike manner.

ARTICLE 8

TESTING OF MATERIALS

8.1 Unless otherwise specified in a Job Order, the Job Order Contractor shall be responsible for any required testing of materials prior to incorporation into the Work.

ARTICLE 9

LAYOUT OF WORK

9.1 Job Order Contractor shall lay out its work in accordance with the Job Order plans and specifications and shall be responsible for all measurements in connection with the layout of the Work. Job Order Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to layout any part of the Work. Job Order Contractor shall also be responsible for maintaining and preserving all control points established by Owner.

ARTICLE 10

SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

10.1 By issuing a Job Order Proposal or accepting a Job Order, Job Order Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to:

a. Conditions bearing upon transportation, disposal, handling, and storage of materials;

b. The availability of labor, water, electric power, and roads;

c. Uncertainties of weather, river stages, tides, or similar physical conditions at the site;

I. CONTRACT

d. The conformation and conditions of the ground; and

e. The character of equipment and facilities needed preliminary to and during work performance.

10.2 Job Order Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by Owner, as well as from the Job Order drawings and specifications made a part of this Contract.

ARTICLE 11

DIFFERING SITE CONDITIONS

11.1 Job Order Contractor shall promptly, and before the conditions are disturbed, give a written notice to Owner of:

a. Subsurface or latent physical conditions at the site which differ materially from those indicated in the Job Order, or

b. Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Job Order.

11.2 Owner shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in Job Order Contractor's cost of, or the time required for, performing any part of the Work, whether or not changed as a result of the conditions, an equitable adjustment shall be made and the Job Order modified in writing accordingly.

11.3 No request by Job Order Contractor for an equitable adjustment to the Job Order under this Article shall be allowed, unless Job Order Contractor has given the written notice required.

11.4 No request by Job Order Contractor for an equitable adjustment to the Job Order for differing site conditions shall be allowed if made after final payment under such Job Order.

ARTICLE 12

CONTRACT TERM

12.1 The term of the Contract shall commence on the date it was executed by both parties and shall terminate twenty-four (24) months from date of execution or else in accordance with the terms and conditions of this Contract, unless extended for twelve (12) additional months if mutually agreed to by the Owner and the Contractor.

12.2 Owner shall provide written notice of intent to exercise the contract extension to the Contractor before the expiration of the original two year Contract term. The Contractor will be presumed to mutually agree to the exercise of the extension option, unless the Contractor notifies the Owner otherwise in writing within ten (10) calendar days of receipt of the Owner's notice to exercise.

I. CONTRACT

12.3 Cost coefficients in Section 9, number 2 hereto will remain in place for the extension term.

12.4 Job Orders may be issued at any time during the term of this Contract. This Contract will remain in full force and effect during the performance of any Job Order.

ARTICLE 13

COMPENSATION

13.1 As full consideration for the satisfactory performance by Job Order Contractor of Work prescribed under the Contract and applicable Job Orders, Owner shall pay Job Order Contractor the amounts specified in the individual Job Orders. The amounts in the individual Job Orders will be determined according to Section 9, number 2 and Section 9, number 3 hereto.

ARTICLE 14

INVOICING AND PAYMENTS

14.1 Pursuant to RCW 39.12, "Prevailing Wages on Public Works," the Contractor will not receive **any** payment until the Contractor and all Subcontractors of any tier have submitted state-approved "Statements of Intent to Pay Prevailing Wage" to the Owner. The statement must have the approval of the Industrial Statistician of the Department of Labor and Industries before it is submitted to the Owner. The statement must include the Contractor's registration number, the number of workers in each trade classification, and the applicable wage rate for each trade listed. The Contractor agrees to provide each Subcontractor of any tier with each trade listed. The Contractor agrees to provide each Subcontractor of any tier with a schedule of applicable prevailing wage rates. The Contractor and the respective Subcontractors of any tier shall pay all fees required by the Department of Labor and Industries, including fees for the approval of the "Statement of Intent to Pay Prevailing Wages." Approved copies of the "Statement of Intent to Pay Prevailing Wages" must be posted where workers can easily read them.

14.2 Owner shall make progress payments as invoiced and approved by the Owner. Job Order Contractor shall use an acceptable invoice form and shall include supporting documents to reflect a breakdown of the total price showing the amount included therein for each principal category of the Work, in such detail as requested, to provide a basis for determining progress payments including a separate line item for the amount of the then applicable Washington State sales tax. In the estimation of Work completed, Owner will authorize payment for material delivered on the site and preparatory work done if Job Order Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform the Work.

14.3 All material and work covered by progress payments made shall, at the time of payment, become the sole property of Owner, but this provision shall not be construed as:

I. CONTRACT

a. Relieving Job Order Contractor from the sole responsibility for all material and Work upon which payments have been made or the restoration of any damaged Work; or
b. Waiving the right of Owner to require the fulfillment of all of the terms of the Contract.

14.4 Unless Job Order Contractor provides Owner with a Retainage Bond in accordance with RCW 60.28.011(6), in accordance with RCW 60.28, a sum not to exceed five percent (5%) of each Invoice shall be retained after award of a Contract for public improvements, or work for which retained percentages are required to be reserved under the provision of RCW 60.28. The retained percentages will be held in a fund by the Owner not subject to payment until sixty (60) days following the Final Acceptance of the Work, or until receipt of all 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. In addition, to process payment for retainage, the following is required:

a. In accordance with RCW 39.12, "Prevailing Wages on Public Works, the Job Order Contractor will submit state-approved "Statement of Affidavit of Wages Paid" for the Contractor and all Subcontractors of any tier, to the Owner.

14.5 Owner shall pay all unpaid amounts due Job Order Contractor under this Contract within sixty (60) days, after:

a. Presentation of release of all claims against Owner arising by virtue of the Contract, other than claims, in stated amounts, that Job Order Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if Job Order Contractor's claim to amounts payable under this Contract has been assigned. Job Order Contractor shall complete a Contractor's release form acceptable to Owner.
b. Consent of Job Order Contractor's surety, if any.

14.6 Job Order Contractor shall submit invoices to the following address:
SPOKANE PUBLIC SCHOOLS
ATTN: JOC PROJECT MANAGER
2815 EAST GARLAND AVENUE
SPOKANE, WA 99207

ARTICLE 15

CONSTRUCTION SCHEDULE

15.1 If required, the Job Order Contractor will submit for approval with the signed Job Order a practicable schedule showing the sequence in which Job Order Contractor proposes to perform the Work, and the dates on which Job Order Contractor contemplates starting and completing the several salient features of the Work (including acquiring materials, plant and equipment). The schedule may be a formal computerized schedule or a progress chart in a bar chart format of suitable scale to indicate appropriately the percentage of Work scheduled for completion by any given date during the period. In either case the basic information should be the same and the schedule chart must contain at a minimum:

a. A list of the different types of work activities or work elements.

b. Show the logical dependencies (ties) to indicate what Work must be accomplished before other Work can begin.

c. Show proposed start and complete dates or time frames for each work activity or work element.

I. CONTRACT

d. Calculate the "weighting" or relative worth each work activity or work element is of the total project either as a percent or dollar amount.

If the Job Order Contractor fails to submit a schedule with the Job Order, Owner may withhold approval of progress payments until Job Order Contractor submits the required schedule.

15.2 Job Order Contractor shall submit a progress report for each Job Order every thirty (30) days or as directed by Owner, and upon doing so shall immediately deliver a current schedule to Owner for each Job Order. If Job Order Contractor falls behind the approved schedule, Job Order Contractor shall take steps necessary to improve its progress, including those that may be reasonably required by Owner. Without additional cost to Owner, Owner may require Job Order Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant or equipment, and to submit for approval any supplementary schedule or schedules in chart form as Owner deems necessary to demonstrate how the approved rate of progress will be regained.

15.3 Emergency Work: Job Order Contractor will give top priority to any emergency work Owner may have and will allocate all resources necessary to accomplish such work in accordance with Owner's schedule requirements. To the extent the Job Order Contractor incurs additional cost, expense or schedule delay in performing Owner's emergency work, Owner will equitably adjust the Contract under Article 22.

15.4 Failure of Job Order Contractor to comply with the requirements of Owner under this clause shall be grounds for a determination by Owner that Job Order Contractor is not prosecuting the Work with sufficient diligence to ensure completion within the time specified in the Job Order. Upon making this determination, Owner may terminate Job Order Contractor's right to proceed with the Work, or any separable part of it, in accordance with Article 27.

15.5 Time is of the essence for all work to be performed under this Contract. Contractor shall note that the Work must be completed within the time limit stated in the Job Orders and failure to timely complete the Work will result in liquidated damages if provided for in a Job Order.

ARTICLE 16

SUPERINTENDENCE BY JOB ORDER CONTRACTOR

16.1 At all times during performance of a Job Order and until the Work is completed and accepted, Job Order Contractor shall directly superintend the Work or assign and have on the site a competent superintendent who is satisfactory to Owner and has authority to act for Job Order Contractor.

ARTICLE 17

INSPECTION OF CONSTRUCTION AND ACCEPTANCE

17.1 Job Order Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the Work called for conforms to Job Order requirements. Job Order Contractor shall maintain complete inspection records and make them available to Owner. All work shall be conducted under the general direction of Owner and is subject to inspection and test by Owner at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the Contract.

I. CONTRACT

17.2 Owner inspections and tests are for the sole benefit of Owner and do not:

a. Relieve Job Order Contractor of responsibility for providing adequate quality control measures;
b. Relieve Job Order Contractor of responsibility for damage to or loss of the material before acceptance;
c. Constitute or imply acceptance; or
d. Affect the continuing rights of Owner after acceptance of the complete work under paragraph 17.8 below.

17.3 The presence or absence of an inspector does not relieve Job Order Contractor from any Contract requirement, nor is the inspector authorized to change any term or condition of the specification without Owner's written authorization.

17.4 Job Order Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by Owner. Owner may charge to Job Order Contractor any additional cost of inspection or test when Work is not ready at the time specified by Job Order Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. Owner shall perform all inspections and tests in a manner that will not unnecessarily delay the Work. Special, full size, and performance tests shall be performed as described in the Job Order.

17.5 Job Order Contractor shall, without charge, replace or correct Work found by Owner not to conform to Job Order requirements, unless Owner consents to accept the Work with an appropriate adjustment in Contract price. Job Order Contractor shall promptly segregate and remove rejected material from the premises.

17.6 If Job Order Contractor does not promptly replace or correct rejected Work, Owner may:

a. By Contract or otherwise, replace or correct the Work and charge the cost to Job Order Contractor or

b. Terminate for default Job Order Contractor's right to proceed.

17.7 If, before acceptance of the entire Work, Owner decides to examine already completed Work by removing it or tearing it out, Job Order Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the Work is found to be defective or nonconforming in any material respect due to the fault of Job Order Contractor or its sub contractors, Job Order Contractor shall bear the expenses of the examination and of satisfactory reconstruction. However, if the Work is found to meet requirements, Owner shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the Work was thereby delayed, an extension of the period of time for performance.

17.8 Substantial Completion means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete so that Owner can occupy and use the Work or a portion thereof for its intended purposes.

Unless otherwise specified in the Job Order, Owner shall accept, as promptly as practicable after completion and inspection, all work required by the Job Order or that portion of the Work Owner determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes, or Owner's rights under any warranty or guarantee.

ARTICLE 18

OPERATIONS AND STORAGE AREAS

18.1 Job Order Contractor shall confine all operations (including storage of materials) to areas authorized or approved by Owner.

I. CONTRACT

18.2 Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by Job Order Contractor only with the approval of Owner and shall be built with labor and materials furnished by Job Order Contractor without expense to Owner. The temporary buildings and utilities shall remain the property of Job Order Contractor and shall be removed by Job Order Contractor at its expense upon the completion of the Work. With the written consent of Owner, the buildings and utilities may be abandoned and need not be removed.

18.3 Job Order Contractor shall use only established roadways or temporary roadways constructed by Job Order Contractor when and as authorized by Owner. Job Order Contractor shall comply with all Federal, state and local laws and regulations when transporting materials.

ARTICLE 19

PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES AND IMPROVEMENTS

19.1 Job Order Contractor shall preserve and protect all structures, equipment and vegetation (such as trees, shrubs, and grass) on or adjacent to the site, which are not to be removed and which do not unreasonably interfere with the Work required under the Job Order. Job Order Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance by the operation of equipment, or by workmen, Job Order Contractor shall immediately notify the Owner, and shall then trim those limbs or branches with a clean cut and paint the cut with a tree pruning compound, or otherwise repair or correct the damage as directed by Owner.

19.2 Job Order Contractor shall protect from damage all existing improvements and utilities at or near the site and on adjacent property of third parties, the locations of which are made known to or should be known by Job Order Contractor. Job Order Contractor shall immediately notify the Owner of any damage to existing improvements or utilities caused during the course of executing the Job Order. Job Order Contractor shall then timely repair any damage to those facilities, including those that are the property of third parties, resulting from failure to comply with the requirements of the Job Order or failure to exercise reasonable care in performing the Work. If Job Order Contractor fails or refuses to repair the damage promptly, Owner may have the necessary repair work performed and charge the cost to Job Order Contract.

ARTICLE 20

CLEANING UP AND REFUSE DISPOSAL

20.1 Job Order Contractor shall at all times keep the site, including storage areas, free from accumulations of waste materials. Before completing the Work, Job Order Contractor shall remove from the premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of Owner. Upon completing the Work, Job Order Contractor shall leave the site in a clean and orderly condition satisfactory to Owner. Final cleanup of the premises shall be included in the period of performance of the Job Order. Job Order Contractor shall be responsible for all construction refuse disposal containers and their removal from the site. Disposal of any hazardous materials not addressed and priced in the Job Order will be segregated for disposal by Owner unless Owner requires Job Order Contractor to dispose of the materials in which case, an equitable adjustment in the price will be negotiated and agreed.

ARTICLE 21

WARRANTY OF CONSTRUCTION

I. CONTRACT

21.1 In addition to any other warranties in any Job Orders, Job Order Contractor warrants, except as provided in paragraph 21.10 of this Article, that work performed conforms to the Job Order requirements and is free of any defect in equipment, material or design furnished, or workmanship performed by Job Order Contractor or any of its subcontractors or suppliers at any tier.

21.2 This warranty shall continue for a period of one (1) year from the date of final acceptance of the Work. If Owner takes possession of any part of the Work before final acceptance, this warranty shall continue for a period of one (1) year from the date possession is taken.

21.3 Job Order Contractor shall remedy at Job Order Contractor's expense any failure of the Work to conform to the plans and specifications, or any construction defect. In addition, the Job Order Contractor shall remedy at Job Order Contractor's expense any damage to Owner's real or personal property, when that damage is the result of:

a. Job Order Contractor's failure to conform to requirements; or

b. Any defect of equipment, material, workmanship, or design furnished by the Job Order Contractor.

21.4 Job Order Contractor shall restore any work damaged in fulfilling the terms and conditions of this Article. Job Order Contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement.

21.5 Owner shall notify Job Order Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

21.6 If Job Order Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, Owner shall have the right to replace, repair, or otherwise remedy the failure, defect or damage at Job Order Contractor's expense.

21.7 With respect to all warranties, expressed or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished for Job Orders issued under this Contract, Job Order Contractor shall:

a. Obtain all warranties for the Work in the Job Order;

b. Require all warranties to be executed, in writing, for the benefit of Owner; and

c. Enforce all warranties for the benefit of Owner;

21.8 In the event Job Order Contractor's warranty under paragraph 21.2 of this Article has expired, Owner may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

21.9 Unless a defect is caused by the negligence of Job Order Contractor or subcontractor or supplier at any tier, Job Order Contractor shall not be liable for the repair of any defects of material or design furnished by Owner or for the repair of any damage that results from any defect in Owner-furnished material or design.

21.10 Job Order Contractor is not responsible for and does not warranty pre-existing work or facilities that may be assigned to Job Order Contractor except as modified by the Job Order.

I. CONTRACT

21.11 This warranty shall not limit Owner's rights under Article 17 of this Contract with respect to latent defects, gross mistakes, or fraud.

ARTICLE 22

CHANGES

22.1 Owner may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the Work within the general scope of the Job Orders, including changes:

a. In the specifications (including drawings and designs);

b. In Owner-furnished facilities, equipment, materials, services, or site; or

c. Directing acceleration in the performance of the Work, or otherwise altering the schedule for performance of the Work.

22.2 Any other written order (which, as used in this paragraph, includes direction, instruction, interpretation, or determination) from Owner that causes a change shall be treated as a change order under this Article; provided, that before commencing work on the change, Job Order Contractor must give Owner written notice stating the date, circumstances, and source of the order and that Job Order Contractor regards the order as a change order.

22.3 Except as provided in this Article, no order, statement, or conduct of Owner shall be treated as a change under this Article or entitle Job Order Contractor to an equitable adjustment hereunder.

22.4 If any change under this Article causes an increase or decrease in Job Order Contractor's cost of, or the time required for, the performance of any part of the Work under a Job Order, Job Order Contractor must submit a proposal for an adjustment under this Article within thirty (30) calendar days after:

a. Receipt of a written change order under Paragraph 22.1 above or;

b. The furnishing of a written notice under Paragraph 22.2 above,

in submitting to Owner a written statement describing the general nature, amount of, and time extension required for the proposal. The statement of proposal for adjustment may be included in the notice under Paragraph 22.2 above. Failure to provide such proposal within the thirty (30) days set forth herein constitutes a waiver of Contractor's claim for any increases in cost or time resulting from the change.

22.5 All equitable adjustments and modifications to the Job Order due to a change shall be made in writing and prior to Contractor's commencement of any Work related to the change.

22.6 No proposal by Job Order Contractor for an equitable adjustment shall be allowed if asserted after final payment under the Job Order.

ARTICLE 23

PRICING CHANGES

I. CONTRACT

23.1 Job Order Contractor, in connection with any proposal it makes for a Job Order change shall furnish a price breakdown itemized as required by Owner. Pricing for such changes shall be based on quantities mutually agreed to by Job Order Contractor and Owner and the rates contained in the Unit Price Book, modified by the appropriate city cost index, as adjusted by the applicable coefficient(s).

23.2 Job Order Contractor shall furnish to the Owner a written proposal for any proposed extension in the period of performance. The proposal shall contain a price breakdown and period of performance extension justification.

ARTICLE 24

SUSPENSION OF WORK

24.1 Owner may order Job Order Contractor, in writing, to suspend, delay, or interrupt all or any part of the Work for the period of time that Owner determines appropriate.

24.2 If the performance of all or any part of the Work is suspended, delayed, or interrupted by an act of Owner in the administration of a Job Order, or by Owner's failure to act within the time specified in the Job Order (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of overtime for performance of the Job Order necessarily caused by the suspension, delay, or interruption, and the Job Order will be modified in writing accordingly.

24.3 A claim under this Article shall not be allowed for any costs incurred more than thirty (30) calendar days before Job Order Contractor shall have notified Owner in writing of the act or failure to act (but this requirement shall not apply as to a claim resulting from a suspension order), and unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the Job Order.

ARTICLE 25
DISPUTES

25.1 The parties are fully committed to working with each other throughout the term of the Contract and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Job Order Contractor and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

25.2 Throughout the course of the dispute resolution process the Job Order Contractor shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Job Order Contractor, pending the final resolution of any dispute or disagreements between the parties.

25.3 Dispute Resolution – Level I: Job Order Contractor and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between the parties' representatives (I.E., the Owner's Project Manager and the Contractor's Project Superintendent).

25.4 Dispute Resolution – Level II: Any dispute not satisfactorily resolved at the field level shall be submitted to the Owner's Designee (listed below), in written form ("Notice of Dispute"), within thirty (30) days of the date of occurrence of the event leading to or giving rise to the dispute. Said Notice of Dispute shall include a clear description of the issue

I. CONTRACT

and the proposed remedy. The Owner's Designee shall render his/her decision in writing, and mail or otherwise furnish a copy thereof to the Job Order Contractor within twenty (20) days of receipt.

Owner designates the individual listed below as its representative under Paragraph 25.4, which individual has the authority and responsibility for avoiding and resolving disputes under this Contract.

Mike Keenan
Operations Manager, Capital Projects & Planning Department
2815 E. Garland
Spokane, WA 99207
509-354-5775

Contractor designates the individual listed below as its representative under Paragraph 25.4, which individual has the authority and responsibility for avoiding and resolving disputes under this Contract.

_____ _____
Name Title

_____ _____
Address City, State, Zip

_____
Telephone Number

25.5 Failure to properly submit the Notice of Dispute as outlined above shall constitute waiver of the dispute and any potential Claim.

25.6 Any dispute not finally resolved under this Article may be brought before the state courts of the State of Washington and adjudicated in accordance with the laws of the State of Washington.

ARTICLE 26

TERMINATION FOR CONVENIENCE OF OWNER

26.1 Owner may terminate performance of the Work under this Contract in whole or, from time to time, in part if Owner determines that termination is in Owner's interest. Owner shall effect such termination by delivering to Job Order Contractor a Notice of Termination specifying the extent of termination and the effective date.

26.2 After receipt of a Notice of Termination, and except as directed by Owner, Job Order Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this Article:

a. Stop work as specified in the notice;

b. Place no further subcontracts or orders (referred to as subcontracts in this Article) for materials, services or facilities, except as necessary to complete any Work not terminated;

c. Assign to Owner, as directed by Owner, all right, title, and interest of Job Order Contractor under the subcontracts to the extent they relate to the Work terminated, in which case Owner shall have the right to

I. CONTRACT

settle or to pay any termination settlement proposal arising out of those terminations, or with approval or ratification to the extent required by Owner, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the approval or ratification of which will be final for purposes of this Article;

d. As directed by Owner, transfer title and deliver to Owner:

i. The fabricated or unfabricated parts, Work in process, completed Work, supplies, and other material produced or acquired for the Work terminated, and

ii. The completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to Owner;

e. Complete performance of the Work not terminated;

f. Take any action that may be necessary, or that Owner may direct, for the protection and preservation of the property related to this Contract that is in the possession of Job Order Contractor and in which Owner has or may acquire an interest;

g. Use its best efforts to sell, as directed or authorized by Owner, any property of the types referred to in this paragraph 26.2; provided, however, that Job Order Contractor is not required to extend credit to any purchaser and may acquire the property under the conditions prescribed by, and at prices approved by, Owner. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by Owner under the Contract, credited to the price or cost of the Work, or paid in any other manner directed by Owner.

26.3 After termination, Job Order Contractor shall submit a final termination settlement proposal to Owner in the form and with the certification prescribed by Owner. Job Order Contractor shall submit the proposal promptly, but no later than one year from the effective date of termination.

26.4 Job Order Contractor and Owner may agree upon the whole or any part of the amount to be paid because of the termination. The Contract shall be amended, and Job Order Contractor paid the agreed amount.

26.5 If Job Order Contractor and Owner fail to agree on the whole amount to be paid Job Order Contractor because of the termination of work, Owner shall pay Job Order Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under Paragraph 26.4 above:

a. For Work performed before the effective date of termination, the total (without duplication of any items) of:
   i. The cost of this Work based on Section 9, number 2 and Section 9, number 3 hereto;
   ii. The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract if not included in subdivision (i) above; and

b. The reasonable costs of settlement of the Work terminated, including:
   i. Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
   ii. The termination and settlement of subcontracts (excluding the amounts of such settlements); and

I. CONTRACT

iii. Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

26.6 Except for normal spoilage, and except to the extent that Owner expressly assumed the risk of loss, Owner shall exclude from the amounts payable to Job Order Contractor under Paragraph 26.5 above, the fair value, as determined by Owner, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to Owner or to a buyer.

26.7 In arriving at the amount due Job Order Contractor under this Article, there shall be deducted:

a. All unliquidated advances or other payments to Job Order Contractor under the terminated portion of the Job Order;
b. Any claim which Owner has against Job Order Contractor under the Contract; and
c. The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by Job Order Contractor or sold under the provisions of this Article and not recovered by or credited to Owner.

26.8 If the termination is partial, Job Order Contractor may file a proposal with Owner for an equitable adjustment of the price(s) of the continued portion of the Job Order. Any proposal by Job Order Contractor for an equitable adjustment under this Article shall be requested within ninety (90) calendar days from the effective date of termination unless extended in writing by Owner. Owner may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by Job Order Contractor of the terminated portion of the Job Order, if Owner believes the total of these payments will not exceed the amount to which Job Order Contractor will be entitled.

26.9 If the total payments exceed the amount finally determined to be due, Job Order Contractor shall repay the excess to Owner upon demand.

26.10 Unless otherwise provided in this Contract or by statute, Job Order Contractor shall maintain all records and documents relating to the terminated portion of this Contract for five (5) years after final settlement. This includes all books and other evidence bearing on Job Order Contractor's costs and expenses under this Contract. Job Order Contractor shall make these records and documents available to Owner, at Job Order Contractor's office, at all reasonable times, without cost. If approved by Owner, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

ARTICLE 27

DEFAULT

27.1 If Job Order Contractor refuses or fails to prosecute the Work, or any separable part, with the diligence that will ensure its completion within the time specified in the Job Order including any extension, or fails to complete the Work within this time, Owner may terminate the Job Order Contractor’s right to proceed with the Work (or separable part of the Work), upon thirty (30) days written notice to the Job Order Contractor. In this event, Owner may take over the Work and complete it by Contract or otherwise and may take possession of and use any materials, appliances, and plant on the site necessary for completing the Work.

27.2 Job Order Contractor's right to proceed shall not be terminated under this Article, if:

a. The delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of Job Order Contractor. Examples of such causes include:

I. CONTRACT

i. acts of God or of the public enemy,

ii. acts of Owner in its Contractual capacity,

iii. acts of another Contractor in the performance of a Contract with Owner,

iv. fires,

v. floods,

vi. epidemics,

vii. quarantine restrictions,

viii. strikes,

ix. freight embargoes,

x. unusually severe weather (The basis used to define normal weather will be data showing high and low temperatures, precipitation, and number of days of severe weather in the city closest to the site for the previous ten (10) years, as compiled by the United States Department of Commerce National Weather Service.), or

xi. delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both Job Order Contractor and the subcontractors or suppliers; and

b. Job Order Contractor, within 30 calendar days from the beginning of any such delay (unless extended by Owner), notifies Owner in writing of the causes of delay. The Owner shall ascertain the facts and the extent of delay. If, in the judgment of Owner, the findings of fact warrant such action, the time for completing the Work shall be extended. The findings of Owner shall be final and conclusive on the parties, but subject to appeal and review under Article 25.

27.3 If, after termination of Job Order Contractor's right to proceed, it is determined that Job Order Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Owner.

27.4 The rights and remedies of Owner in this Article are in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE 28

SAFETY

28.1 Job Order Contractor shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act of 1970 (OSHA), all applicable state including WISHA and local laws, ordinances, and regulations during the performance of the Work. Job Order Contractor shall indemnify Owner for fines, penalties,

I. CONTRACT

and corrective measures that result from the acts of commission or omission of Job Order Contractor, its subcontractors, if any, agents, employees, and assigns and its failure to comply with such safety rules and regulations.

28.2 Job Order Contractor shall furnish and enforce the use of individual personnel / site protective equipment as needed to complete the Work, including, but not limited to, hard hats, rain gear, protective foot wear, protective clothing and gloves, eye protection, ear protection, respirators, safety belts, safety harnesses, safety lifelines and lanyards, and high visibility reflective safety vests.

28.3 Job Order Contractor shall provide its employees safety training to include special training prior to working with hazardous materials or operations.

28.4 Job Order Contractor shall provide warning signs, barricades and verbal warnings as required.

28.5 Job Order Contractor shall inform its employees of emergency procedures to be adhered to in case of a fire, medical emergency, or any other life-threatening situations.

28.6 Job Order Contractor shall promptly notify Owner of any accident involving personnel or damage to material and equipment. Copies of any injury reports or accident investigation reports shall be provided to the Owner.

28.7 Job Order Contractor shall maintain a set of WISHA articles at the jobsite as they apply to the Work being performed. Copies shall be provided to Owner when requested.

28.8 Job Order Contractor shall submit to Owner a copy of its safety policies and program procedures which establish the safety rules and regulations as they are to be applied to performance of the Work. These documents shall be submitted by Job Order Contractor within fourteen (14) calendar days after issuance of a Job Order and prior to the commencement of the Work.

28.9 Job Order Contractor shall assign, during performance of the Work, a designated safety representative to develop and monitor the project safety program. The name, company address, and telephone number of the assigned individual shall be submitted to Owner by Job Order Contractor along with its safety policies and program procedures.

28.10 Job Order Contractor shall provide and maintain on the jobsite, at all times, completely stocked first aid kit(s) which contains all standard emergency medical supplies in accordance with WAC.

28.11 Job Order Contractor shall make available for its employees and those of its subcontractors, while they are performing Work on the site, emergency medical treatment either at the site or at a nearby medical facility.

28.12 Owner reserves the right to approve and monitor Job Order Contractor's safety policies and program procedures as applied during performance of the Work. Failure to comply with safety policies and program procedures, once approved by Owner, shall be cause for the termination of the Job Order in accordance with Article 27.

ARTICLE 29

USE AND POSSESSION PRIOR TO COMPLETION

29.1 Owner shall have the right to take possession of or use any completed or partially completed part of the Work. Before taking possession of or using any work, Owner shall furnish Job Order Contractor a list of items of work remaining to be performed or corrected on those portions of the Work that Owner intends to take possession of or use.

I. CONTRACT

However, failure of Owner to list any item of work shall not relieve Job Order Contractor of responsibility for complying with the terms of this Contract. Owner possession or use shall not be deemed an acceptance of any work under this Contract.

29.2 While Owner has such possession or use, Job Order Contractor shall be relieved of the responsibility for the loss of or damage to the Work resulting from Owner's possession or use, notwithstanding the terms of Article 6. If prior possession or use by Owner delays the progress of the Work or causes additional expense to Job Order Contractor, an equitable adjustment shall be made in the Job Order price or the period of performance, and the Job Order shall be modified in writing accordingly.

ARTICLE 30

OTHER CONTRACTS

30.1 Owner may undertake or award other Contracts for additional work at or near the site of Work under this Contract. Job Order Contractor shall fully cooperate with the other general Contractors and with Owner's employees and shall carefully adapt scheduling and performing the Work under this Contract to accommodate the additional work, heeding any direction that may be provided by Owner. Job Order Contractor shall not commit or permit any act that will interfere with the performance of work by any other general Contractor or by Owner's employees.

ARTICLE 31

DISSEMINATION OF CONTRACT INFORMATION

31.1 Job Order Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning this Contract, any Job Order or the Work performed under this Contract, without the prior consent of Owner.

ARTICLE 32

PAYMENT AND PERFORMANCE BONDS

32.1 Job Order Contractor shall furnish Performance and Payment Bonds from a Bonding Company licensed to do business in the State of Washington, rated A or better of AM Best, each in an amount equal to one hundred percent (100%) of the Work, in a penal amount equal to the aggregate price of all Job Orders issued to the Job Order Contractor, but not less than $50,000. The Performance and Payment Bonds must be submitted to Owner within ten (10) calendar days after issuance of a Job Order. A Notice to Proceed will not be issued until properly executed bonds are received and accepted by Owner. If bonds are required, Owner shall reimburse Job Order Contractor the premium cost after submission of proof of premium payment. Job Order Contractor shall reconcile annually with their respective bonding

I. CONTRACT

company on the then current total penal sum amount of the contract of active Job Orders and Job Orders under warranty. Increases in the penal sum of the bonds will be provided promptly by Job Order Contractor, unless waived by Owner.

ARTICLE 33

RETAINAGE ACCOUNT / RETAINAGE BOND

33.1 In accordance with RCW 60.28, a sum not to exceed five percent (5%) of each Invoice shall be reserved after award of a Contract for public improvements, or work for which retained percentages are required to be reserved under the provision of RCW 60.28. Retainage will not be released until sixty (60) days following the Final Acceptance of the Work, or until receipt of all 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. Retainage will be held in one of the following two manners as directed by Job Order Contractor:

(a) The retained percentages will be held in a fund by the Owner.

(b) RCW 60.28.011(6) allows a contractor to submit a retainage bond for all or any portion of the contract retainage in a form acceptable to the Owner and from a bonding company meeting standards established by the Owner.

ARTICLE 34

INSURANCE

34.1 Job Order Contractor shall purchase and maintain in effect during the term of this Contract insurance of the types and with minimum limits of liability as stated below. Such insurance shall protect Job Order Contractor from claims which may arise out of or result from Job Order Contractor's operations whether such operations are performed by Job Order Contractor or by any subcontractor or by anyone for whose acts any of them may be liable.

a. WORKERS' COMPENSATION INSURANCE providing statutory benefits in accordance with the laws of the State of Washington or any Federal statutes as may be applicable to the Work being performed under this Contract.

EMPLOYER'S LIABILITY INSURANCE with limits of liability not less than:

$1,000,000	Each Accident
$1,000,000	Each Employee for Disease
$1,000,000	Policy Limit for Disease

b. COMMERCIAL GENERAL LIABILITY INSURANCE including Products/Completed Operations and Contractual Liability with limits of liability not less than:

$2,000,000	General Aggregate
$2,000,000	Products/Completed Operations Aggregate
$1,000,000	Each Occurrence

I. CONTRACT

c. AUTOMOBILE LIABILITY INSURANCE covering all owned, hired and non-owned motor vehicles used in connection with the Work being performed under this Contract with limits of liability not less than:

$1,000,000	Each Person for Bodily Injury
$1,000,000	Each Accident for Bodily Injury
$1,000,000	Each Occurrence for Property Damage

34.2 The policies providing Commercial General Liability and Automobile Liability insurance as required in Paragraphs b and c shall be endorsed to name Owner as Additional Insured with the Additional Insured Endorsement Attached. Certificate shall also include the A.M. Best rating on the insurance company providing coverage. Such insurance as is provided herein shall be primary and non-contributing with any other valid and collectible insurance available to Owner.

34.3 All policies providing Job Order Contractor's insurance as required in Paragraph 34.1 above shall be endorsed to provide the following:

a. Thirty days written notice of cancellation or non-renewal given to Owner at the address designated in Article 37.

b. Waiver of subrogation in favor of Owner.

34.4 The limits of liability as required above may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies. But in no event shall the total limits of liability available for any one occurrence or accident be less that the amount required above.

34.5 Proof of compliance with these insurance requirements shall be furnished Owner in the form of an original certificate of insurance signed by an authorized representative or agent of the insurance company(ies) within ten (10) days of execution of this agreement. Renewal or replacement certificates shall be furnished Owner not less than twenty-one (21) days prior to the expiration or termination date of the applicable policy(ies).

34.6 Job Order Contractor shall require any and all subcontractors performing Work under this Contract to carry insurance of the types and with limits of liability as Job Order Contractor shall deem appropriate and adequate for the Work being performed. Job Order Contractor shall obtain and make available for inspection by Owner upon request current certificates of insurance evidencing insurance coverages carried by such subcontractors.

ARTICLE 35

INDEMNIFICATION

35.1 Job Order Contractor agrees to indemnify and save harmless the Owner, its officers, agents and employees, and any jurisdiction or agency issuing permits for any Work, its officers, agents and employees, from all suits, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the Work done in fulfillment of a Job Order issued under this Contract or on account of any act, claim or amount arising or recovered under Workers' Compensation Law or arising out of the failure of the Job Order Contractor to conform to any statutes, ordinances, regulation, law or court decree.

ARTICLE 36

I. CONTRACT

CONTRACT ORDER OF PRECEDENCE

36.1 In the event of an inconsistency between provisions of this Contract, the inconsistency shall be resolved by giving precedence in the following order:

a. Contract Modifications, if any;
b. The Contract
c. Job Orders;
d. Drawings (specific to the individual Job Order);
e. Specifications (specific to the individual Job Order); and
f. Spokane Public Schools Best Practices Manual - Construction

ARTICLE 37

NOTICES

37.1 All notices to either party by the other shall be delivered personally or sent by first class United States mail, registered or certified mail, postage prepaid, addressed to such party at the following respective addresses for each:

a. Owner:
b. Job Order Contractor:

and shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change of address to the other in the manner provided for above.

ARTICLE 38

SEVERABILITY

38.1 If any provision of this Contract, or the application thereof to any person or circumstances is rendered or declared illegal for any reason or shall be invalid or unenforceable, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law. The parties agree to negotiate in good faith for a proper amendment to this Contract in the event any provision hereof is declared illegal, invalid, or unenforceable.

ARTICLE 39

WAIVERS

39.1 Neither Owner's review, approval or acceptance of, nor payment for, the Work required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of the Contract, and Job Order Contractor shall be and remain liable to Owner in accordance with applicable law and the terms of this Contract for all damages to Owner caused by Job Order Contractor's negligent act, error or omission in the performance of any of the Work.

39.2 The waiver by Owner of any breach of any term, covenant, condition, or agreement herein contained shall not be deemed to be a waiver of any subsequent breach of the same, or of a breach of any other term, covenant, condition, or agreement herein contained.

ARTICLE 40

I. CONTRACT

MERGER

40.1 This Contract and all procurement documents incorporated by reference set forth the entire agreement between the parties with respect to the subject matter thereof, and supersedes and replaces all proposals, negotiations, representations, and implied obligations. The obligations, liabilities and remedies set forth herein are exclusive and shall operate as limitations on any action brought in connection with the Work, including an action in tort.

ARTICLE 41

NON-AVAILABILTY OF FUNDS

41.1 Every payment obligation of the Owner under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the Owner at the end of the period for which funds are available.

ARTICLE 42

AUDIT OF RECORDS

42.1 Pursuant to applicable laws, the Job Order Contractor shall retain and shall contractually require each subcontractor to retain all data, books, and other records ("records") relating to this Contract for a period of five years after completion of this Contract. All records shall be subject to inspection and audit by Spokane Public Schools at reasonable times. Upon request, the Contractor shall produce the original of any or all such records. If approved by Owner, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

ARTICLE 43

NON-DISCRIMINATION

43.1 In the performance of this Contract, Job Order Contractor assures compliance with state and federal guidelines and regulations regarding nondiscrimination and harassment involving any employee/student on the basis of race, color, gender, religion, national origin, creed, marital status, age, sexual orientation, pregnancy, or the presence of any sensory, mental, or physical disability in employment, services, or any other benefits under the Contract. . The Job Order Contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, color, gender, religion, national origin, creed, marital status, age, sexual orientation, pregnancy, or the presence of any sensory, mental, or physical disability.

ARTICLE 44

THIRD PARTY ANTITRUST VIOLATIONS

44.1 The Job Order Contractor assigns to the Owner any claim for overcharges, resulting from antitrust violations to

I. CONTRACT

the extent that such violations concern materials or services supplied by third parties to the Job Order Contractor toward fulfillment of this Contract.

ARTICLE 45

INTERPRETATION, JURISDICTION AND VENUE

45.1 This Contract shall be construed and interpreted solely in accordance with the laws of the State of Washington. Jurisdiction and venue for any suit, right or cause of action arising under or in connection with this Contract shall be exclusively in Washington State.

IN TESTIMONY OF WHICH, this instrument has been executed by and on behalf of the Job Order Contractor on the _____day of _____ 2026, and has been executed by and on behalf of Owner the ___ day of _____, 2026.

JOB ORDER CONTRACTOR:

By_____

Name: _____

Title: _____

SPOKANE PUBLIC SCHOOLS:

_____

Cindy Coleman

Chief Finance and Business Services Officer

I. CONTRACT

2. CONTRACT PRICING COEFFICIENTS

1.0 Job Order Contractor shall furnish all supervision, labor, materials, tools, supplies, equipment, transportation, insurance, taxes, overhead and profit to perform all operations necessary and required in accordance with the terms and conditions of the Contract, and as further specified in individual Job Orders.

2.0 Coefficients.

2.1 Coefficient for Standard Hours: <_____>

2.2 Coefficient for Non-Standard Hours: <_____>

3.0 Pricing the Work.

3.1 The actual pricing for work performed under the Contract will be based on the mutually agreed quantities applied to the "Total including O&P column" rates contained in the Unit Price Book, modified by the City of Spokane total weighted average City Cost Index, as adjusted by application of the appropriate coefficient as set forth above.

3.2 Excluded Sections of the Unit Price Book. The following sections of the Unit Price Book are not allowable for use and inclusion when pricing proposals:

Construction Management Fees
Contingencies
Overtime thru Taxes
Performance Bond thru Scheduling
Office thru Field Office Expense
Small Tools
Commissioning

4.0 Hours of Work.

4.1 Standard hours of work will be from 7:00 AM to 5:00 PM, Monday through Friday, unless alternate standard hours are agreed to and adopted.

4.2 Non-standard hours are hours required by Owner to be worked before 7:00 AM and after 5:00 PM (unless alternate standard hours are agreed and adopted), Monday thru Friday, and all hours worked on Saturdays, Sundays and holidays will be considered non-standard hours.

4.3 Non-standard hours worked by Job Order Contractor to regain schedule or for Job Order Contractor's convenience shall not be entitled to application of the Coefficient for Non-standard hours.

I. CONTRACT

3. SCOPE OF SERVICES TO BE PROVIDED

TABLE OF CONTENTS

		PAGE NUMBER
1.0	GENERAL INFORMATION	53
2.0	DOCUMENTS	53
3.0	WORK AUTHORIZATION	53
4.0	SCHEDULING AND COMPLETION OF WORK	54
5.0	JOB ORDER CLOSEOUT	55
6.0	QUARTERLY/ANNUAL REPORT	55
7.0	QUALITY ASSURANCE/QUALITY CONTROL PROGRAM	56
8.0	DESIGN	56
9.0	CONTRACTOR'S PROJECT SUPERINTENDENT	56
10.0	JOC PROJECT SUPPORT REQUIREMENTS	56
11.0	OWNER-FURNISHED UTILITIES	57
12.0	CONTRACTOR LOCAL OFFICE	58

I. CONTRACT

1.0 GENERAL INFORMATION:

This is a fixed unit-price, indefinite quantity type Contract for the performance of a broad range of construction services to include, but not be limited to, minor construction, modernization, renovations, and alteration projects on an as-needed basis as required by Spokane Public Schools. The specific work requirements will be defined in Job Orders to be issued by Spokane Public Schools Capital Projects Office.

2.0 DOCUMENTS:

The following documents shall be used in the generation and execution of work under this Contract:

2.1 The currently applicable (current version for the site of the Work) Unit Price Book, RS Means Facilities, contains pricing information for the Work to be accomplished in the unit of measure specified. The Unit Price Book will be updated effective upon receipt by Job Order Contractor of any periodic updating. Previously issued Job Orders and Changes will not be retroactively repriced although any Changes priced after receipt of an update will be priced by the updated version of the Unit Price Book.

2.2 The Construction Specifications Institute (CSI) construction specifications in effect at Contract signing shall be the specifications under this Contract.

2.3 The Job Order Contractor must provide the Owner with a MWBE Outreach Plan that equitably spreads subcontracting opportunities. The MWBE Outreach Plan must be approved by the Owner prior to any Job Orders being issued under the Job Order Contract.

2.4 The Job Order Contractor is required to publish notification of intent to perform public works projects at the beginning of each contract year in a statewide publication and in a legal newspaper of general circulation in Spokane County. Contractor shall provide Spokane Public Schools with Affidavits evidencing this requirement.

2.5 AIA Masterspec shall be utilized to organize and sub-total Job Order pricing by relevant division(s).

2.6 Spokane Public Schools General Terms and Conditions shall be adhered to in all instances.

2.7 Spokane Public Schools Best Practices Manual - Construction shall be utilized to determine the level of quality of fixtures, equipment, and construction.

2.8 All relevant National, State, and Local laws, codes, and regulations.

3.0 WORK AUTHORIZATION:

Any Work required under this Contract shall be authorized by issuance of formal, written Job Orders, after the contractor provides to Spokane Public Schools an approved plan, developed in consultation with the office of minority and women's business enterprises or the equivalent local agency, that equitably spreads certified women and minority business enterprise subcontracting opportunities, to the extent permitted by the Washington state civil rights act, RCW 49.60.400, among the various subcontract disciplines, as follows:

I. CONTRACT

3.1 As the need exists (as determined by Owner) for performance under the terms of this Contract, Owner will notify Job Order Contractor of an existing requirement by issuing a request for Job Order Proposal.

3.2 Upon the receipt of this notification, Job Order Contractor shall respond within two (2) working days, or as otherwise agreed, by:

3.2.1 Visiting the proposed site in the company of Owner, or;
3.2.2 Establishing contact with Owner to further define the scope of the requirement.

3.3 After mutual agreement on the scope of the individual requirement, Job Order Contractor shall then prepare a proposal for accomplishment of the task defining and restating the scope and providing a line item proposal of the individual tasks, quantities, costs, and schedule, including any incidental design drawings, specifications, etc., as applicable, unless Job Order Contractor, in its sole discretion, elects not to undertake the Work. If the Work is declined, Job Order Contractor will so notify Owner in a timely manner.

3.4 The Unit Price Book shall serve as the basis for establishing the value of the Work to be performed. Less than 20% (i.e., not more than 19.99%) of the dollar value of the Work may consist of items not in the unit price book.

3.5 Job Order Contractor's proposal shall be submitted within five (5) working days of receipt of a Request for Job Order Proposal unless otherwise agreed.

3.6 Upon receipt of Job Order Contractor's proposal, Owner will review the proposal for completeness and will reach agreement with Job Order Contractor on pricing, schedule, and all other terms, prior to issuance of a Job Order.

3.7 Spokane Public Schools will issue a formal Notice to Proceed in the form of a Purchase Order. Attached to the Purchase Order shall be the accepted JOC Job Order proposal. This set of documents shall be known as the "Job Order".

3.8 The Job Order is a lump sum, fixed price contract for the agreed upon scope of work.

3.9 In the event of emergency requirements for service, the procedures above will be expedited upon receipt of a verbal Job Order by Spokane Public Schools Operations Manager of Capital Projects, Mike Keenan, or his designated representative. Work will commence as required and documentation will be provided as soon as possible.

3.10 In the event Owner does not issue a Job Order after receipt of Job Order Contractor's proposal, Owner is not obligated to reimburse Job Order Contractor for any costs incurred in the preparation of the proposal.

4.0 SCHEDULING AND COMPLETION OF WORK:

4.1 For each project, Spokane Public Schools will issue a Purchase Order that will act as the official "Notice to Proceed" and will contain the negotiated and approved Job Order Proposal. Any preliminary work started or materials ordered or purchased before receipt of the Job Order shall be at the risk and expense of the Contractor. The Contractor shall diligently prosecute the Work to completion within the time set forth in the Job Order. The period of performance includes allowance for mobilization, holidays, weekend days, normal inclement weather, and cleanup, therefore, claims for delay based on these elements will not be allowed. When the

I. CONTRACT

Contractor considers the Work complete and ready for its intended use, the Contractor shall request Spokane Public Schools to inspect the Work to determine the status of completion. When Spokane Public Schools determines the Work to be substantially complete, Spokane Public Schools will issue a Certificate of

Substantial Completion with a list of items to be completed or corrected prior to final payment of the Job Order. The Contractor shall proceed promptly to complete and correct items on the list.

4.2 Job placement of materials and equipment shall be approved by the Owner so as to ensure minimum interference to Owner operations and personnel.

4.3 Furniture and portable office equipment in the immediate work area will be moved by the Job Order Contractor and replaced to its original location. If the furniture and portable office equipment cannot be replaced to its original location, Spokane Public Schools will designate new locations. If furniture and portable office equipment (or other items) must be moved and/or stored outside the immediate area, Owner will compensate Job Order Contractor for any such transportation and storage costs incurred.

4.4 The Job Order Contractor shall take all precautions to ensure that no damage will result from its operations to private or public property. All damages shall be reported to Owner's Project Manager, and then repaired or replaced by the Job Order Contractor at no cost to Owner.

4.5 The Job Order Contractor shall be responsible for providing all necessary traffic control,(motor/pedestrian) such as permits, street blockages, traffic cones, flagmen, etc., as well as any necessary safety fencing, barriers, netting, or other measures as required for each Job Order at no additional cost to Owner.

4.6 The Contractor shall be responsible for obtaining all required permits. Owner will pay directly the permitting office.

5.0 JOB ORDER CLOSEOUT:
Upon completion of the work, submit for Owner's review the following items as applicable in a format provided by Spokane Public Schools:

5.1 Warranty Certificates
5.2 Summary cost breakdown by contractor to include JOC and subcontractors, identifying any minority or women owned business
5.3 Certificate of occupancy
5.4 As-built drawings
5.5 Operations and Maintenance Manuals "O&M's".
5.6 Retainage Invoice (If applicable)
5.7 State approved Affidavit of Wages Paid.

6.0 QUARTERLY/ANNUAL REPORTING:
The Job Order Contractor shall submit to Owner **quarterly** reports in a format provided by Owner to include at a minimum the following:

6.1 MWBE statistics to date
6.2 Aggregate to date cost breakdown
6.3 Total number of Job Orders to date
6.4 Total number of Job Orders completed to date
6.5 Total dollar value of Job Orders assigned to date but not completed
6.6 Total dollar value of invoice submitted to date

I. CONTRACT

6.7 Dollar value ratio of Work completed to date by subcontractors – vs – Job Order Contractor
6.8 A list of subcontractors hired under each work order.
6.9 Total number of standard to non-standard hours worked to date

The Job Order Contractor shall submit to Owner at the end of each contract year an **annual** report to include at a minimum the following:

6.10 The contract year listing of work orders issued;
6.11 The cost of each work order issued during the contract year.
6.12 A listing of subcontractors hired under each work order during the contract year.
6.13 Other information as requested by the Owner.
6.14. Shall submit to the Owner, the State CPARB JOC Public Body Annual Survey Report for review and comment prior to Owner submitting the CPARB Report to the State Review Board.

7.0 QUALITY ASSURANCE/QUALITY CONTROL PROGRAM:

The Job Order Contractor shall submit, for Owners approval, a Quality Assurance/Quality Control Plan within fifteen (15) calendar days after Contract Award. This plan should address all aspects of quality control including responsibility for surveillance of work, documentation, trend analysis, corrective action and interface with Owners inspectors.

8.0 DESIGN:

Job Order Contractor's duties under the Contract include the preparation of shop drawings or sketches necessary to permit orderly construction of Owner's design plans. Job Order Contractor agrees to provide detailed design drawings and plans associated with specific work orders if requested by Owner.

9.0 CONTRACTOR'S PROJECT SUPERINTENDENT:

The Job Order Contractor's Project Superintendent shall be knowledgeable in multiple disciplines including, but not limited to: carpentry, concrete, electrical, mechanical, HVAC, paving, landscaping, painting, roofing, plumbing, safety, and other general construction practices and standards. The Project Superintendent's background and credentials must be acceptable to Owner, and should the designated Project Superintendent become unavailable for any reason Owner reserves the right to make final approval of any proposed replacement. Registration as a Professional Engineer in the State of Washington is desirable, but not required.

10.0 JOC PROJECT SUPPORT REQUIREMENTS:

10.1 Computer: The Contractor is to provide, and maintain in an operational condition, at least one computer system for the Contractor's JOC staff use. The Contractor shall provide all installation, removal, repair, maintenance, and updates to this system. Computer system repair, maintenance, update, or replacement action shall be promptly initiated by the Contractor as needed; all such actions shall be completed and the affected computer system shall be fully operational within twenty-four (24) hours. The contractor will provide a communication link for connection of his computer to the Spokane Public Schools Computer System, or to the Internet (at the discretion of the Owner).

10.2 Computer Software: The Contractor shall provide the following software for his local office and to support the Spokane Public Schools JOC Project Staff:

I. CONTRACT

10.2.1 The Contractor will provide computer software that will provide the user with an automated version of the Unit Price Book items and price information, allow the user to select the desired Unit Price Book items and quantities from the automated listings, and based on these selections will extend and total the Unit Price Book costs for project proposals. At least one copy of this software shall also be provided to Spokane Public Schools after Contract Award.

10.2.2 The supplier of the JOC software may from time to time issue updates to, or replacements for the software. All changes and updates to the software will be made by the contractor and a new copy of the software will be furnished to Spokane Public Schools. The Contractor shall promptly install the new software, at no additional cost to Spokane Public Schools, and shall provide Spokane Public Schools with computer printouts that adequately verify the incorporation of these changes.

10.2.3 The Contractor shall not alter, append, delete or otherwise modify the programming, Unit Price Book items, or prices contained in JOC software, unless otherwise directed by the Spokane Public Schools.

10.2.4 Each project proposal submitted by the Contractor shall contain a computer-generated printout of all proposed Unit Price Book items, quantities, extended prices, and total proposed cost.

10.3 The Contractor shall provide a copy of Microsoft Word and Microsoft Excel (Office 2003 or later version) or other approved equal, for general communication, memorandum writing, and documentation of project notes.

10.4 The Contractor shall provide an appropriate electronic mail ("email") software that will facilitate electronic communication between the JOC project management staff and Spokane Public Schools staff.

11. OWNER - FURNISHED UTILITIES:

Owner shall provide at no cost to Job Order Contractor utilities and toilet facilities that are existing and available at each site for Work performed under the Contract. If utilities and/or toilet facilities are not existing and available, an equitable price will be negotiated and included in the Job Order to compensate Job Order Contractor for providing such items.

11.1 Water:
Owner shall furnish to Job Order Contractor from existing Owner facilities and without cost to Job Order Contractor, a supply of water necessary for the performance of work under this Contract. Owner will in no case furnish or install any required supply connections and piping for the purpose of implementing the availability of the water supply. It is the responsibility of Job Order Contractor to determine the extent to which existing Owner water supply source is adequate for the needs of the Contract.

All taps, connections, and accessory equipment required in making the water supply source available will be accomplished by and at the expense of Job Order Contractor. All work in connection therewith shall be coordinated, scheduled, and performed as directed and approved by Owner. Said taps, connections, and accessory equipment shall be maintained by Job Order Contractor in a workmanlike manner in accordance with the rules and regulations of the local authority.

I. CONTRACT

Upon completion of this Contract the removal of all taps, connections and accessories will be accomplished by and at the expense of Job Order Contractor so as to leave the water supply source and facility in its original condition. Such removal shall also be subject to the approval of Owner.

11.2 Electricity:

Owner shall furnish to Job Order Contractor from existing Owner facilities and without cost to Job Order Contractor, electricity necessary for the performance of work under this Contract. It is the responsibility of Job Order Contractor to determine the extent to which existing Owner electrical facilities are adequate for the needs of this Contract.

All taps, connections, and necessary equipment required in making the electrical power available will be accomplished by and at the expense of Job Order Contractor. All work in connection therewith shall be coordinated, scheduled and performed as directed and approved by Owner. Said taps, connections, and accessory equipment shall be maintained by Job Order Contractor in a workmanlike manner in accordance with the rules and regulations of the local authority.

Upon completion of this Contract the removal of all taps, connections and accessories will be accomplished by and at the expense of Job Order Contractor so as to leave the electrical power source and facility in its original condition. Such removal shall also be subject to the approval of Owner.

12.0 CONTRACTOR LOCAL OFFICE:

12.1 The Contractor shall be required to furnish and maintain a fully operational local office within Spokane County – it is preferred that the local office be sited within the boundaries of Spokane Public Schools.

12.2 The Contractor shall be responsible for furnishing a copier, LAN line telephone, cell phone for project superintendent and all key JOC staff, FAX machine, office furnishings and supplies, and all other items necessary for the operation of the local office.

RFP EXHIBIT A

LETTER OF INVITATION FOR A FIRM INTERVIEW

(sample)

Date

Company
Address
City, State Zip

RE: RFP No. 16-2526 Job Order Contracting Services

Dear: Name :

I am pleased to inform you that your firm has been selected for further consideration to provide Job Order Contracting (JOC) services for the above referenced project. Please submit your sealed, signed Coefficients bid not later than ___ P.M. Pacific Time on Date, 2026 to the Purchasing Services Department located at 200 N. Bernard, Spokane, WA 99201. Your interview has been scheduled for time, day and date , 2026 at the Support Services Center, 2815 E. Garland, Spokane, WA 99207 in Room 106, Facilities Conference Center. The interview period is scheduled for one hour, to include setup time consideration. Please be prepared to give a 30-minute presentation followed by a 15-minute question and answer period.

The interview content and weighting is covered in Section E,2 of the RFP 16-25265 document.

Person(s) with whom the Spokane Public Schools will be working most closely for the duration of the project should be at the interview and be part of the oral presentation.

Should you have any further questions regarding the interview process, please contact me at E-mail: michaelpf@spokaneschools.org.

Sincerely,

Michael Pflieger
Purchasing Services

JOB ORDER CONTRACTING SERVICES
EXHIBIT B

RFP EXHIBIT B PREVAILING WAGE INFORMATION

State of Washington Department of Labor & Industries

Prevailing Wage Section – Telephone 360-902-5335

P.O. Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES are available at lni.wa.gov On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

December 17, 2025

SPOKANE SCHOOL DISTRICT NO. 81
SPOKANE COUNTY, WASHINGTON

Resolution No. 2025-17

A BOARD RESOLUTION ADOPTING THE DISTRICT'S 2025-26 ANNUAL CAPITAL PLAN; AND PROVIDING FOR RELATED MATTERS

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF SPOKANE SCHOOL DISTRICT NO. 81, SPOKANE COUNTY, WASHINGTON, as follows:

Section 1. Findings and Determinations.

The Board of Directors (the "Board") of Spokane School District No. 81, Spokane County, Washington (the "District"), takes note of the following facts and makes the following findings and determinations:

(a) On August 1, 2018, the Board adopted Resolution No. 2018-10, providing for the submission to the District's voters at a special election on November 6, 2018 (the "2018 Election"), of a ballot proposition authorizing the District to issue its general obligation bonds in the principal amount of no more than $495,300,000 (the "2018 Bonds") to "…construct 3 new middle schools serving Northeast, Northwest and Southside; replace or renovate Glover, Sacajawea, Shaw, On Track Academy and Albi Stadium; renovate Libby; construct commons/cafeteria at Lewis and Clark; acquire land; make District-wide safety, technology *and other smaller improvements*…" (Emphasis added.)

(b) Resolution No. 2018-10, which was incorporated by reference in the ballot proposition, further defined "*and other smaller improvements*" in Section 2(m) to include "[m]ake smaller District-wide capital improvements identified in the District's *Annual Capital Plans*, including those that support potential option program relocation and/or improvements, as approved each year and amended from time to time by the Board, which improvements are incorporated herein by this reference (each *Annual Capital Plan*, including any amendments, to be on file with the District after adoption and thereafter available upon request), all as deemed necessary and advisable by the Board."

(c) At the 2018 Election, the District's voters approved the 2018 Bonds (the "2018 Bond Authorization"). Pursuant to the 2018 Bond Authorization, the District issued five series of bonds and expects to issue additional bonds of the 2018 Bond Authorization in the near future (collectively the "Authorized Bonds"). The proceeds of the Authorized Bonds, including interest earnings thereon and any original issue premium deposited into the District's Capital Projects Fund, are collectively referred to as the "Bond Proceeds."

(d) The District has prepared the Annual Capital Plan for 2025-2026 that has identified various necessary and advisable capital improvements to the District's existing school facilities (the "2025-2026 Annual Capital Plan"). The 2025-2026 Annual Capital Plan is set forth in Exhibit A attached hereto and by this reference is incorporated herein. It is therefore in the best interests of the District, its students, and taxpayers that the District (i) approve the 2025-2026 Annual Capital Plan and (ii) use Bond

Proceeds to carry out and accomplish the capital improvements identified in the 2025-2026 Annual Capital Plan.

Section 2. Approval of the 2025-2026 Annual Capital Plan

After due consideration, and being fully informed and advised, the Board deems the 2025-2026 Annual Capital Plan necessary and advisable. Accordingly, the Board hereby approves and adopts the 2025-2026 Annual Capital Plan and authorizes the use of Bond Proceeds to carry out and accomplish the capital improvements identified in 2025-2026 Annual Capital Plan, all pursuant to Resolution No. 2018-10 and in accordance with the Authorized Bonds.

Section 3. General Authorization and Ratification.

The Secretary to the Board, the President of the Board, the District's Chief Finance and Business Services Officer and other appropriate officers of the District are severally authorized and directed to take such actions and to execute such documents as in their judgment may be necessary or desirable to effectuate the provisions of this resolution. All actions taken prior to the effective date of this resolution in furtherance of and not inconsistent with the provisions of this resolution are ratified and confirmed in all respects.

Section 4. Effective Date

This resolution shall be in full force and effect from and after its adoption.

ADOPTED by the Board of Directors of Spokane School District No. 81, Spokane County, Washington, at a regular open public meeting held this 17th day of December 2025.

SPOKANE SCHOOL DISTRICT NO. 81
SPOKANE COUNTY, WASHINGTON

_____
President and Director

ATTEST:

_____
ADAM SWINYARD, ED. D
Secretary to the Board of Directors

Exhibit A

Recommended 2025-2026 Annual Capital Plan

Audubon
- Playfield improvements

Balboa
- Upgrade HVAC controls and software systems

Bryant
- Select upgrades to HVAC equipment
- Upgrade HVAC controls and software

Cooper
- New playground equipment
- Interior painting and improvements

Facilities
- Roof replacement
- Install new generator

Ferris
- Select auditorium light system and rigging improvements

Garfield
- Upgrade intercom system
- Interior painting and improvements

Grant
- Sidewalk improvements
- Interior painting and improvements

Hamblen
- Select field improvements
- Upgrade intercom system

Indian Trail
- Upgrade HVAC controls and software

Libby Center
- Select exterior improvements

Lincoln Heights
- Select sidewalk and asphalt improvements

Logan
- Upgrades to HVAC equipment
- Upgrade HVAC controls and software

Montessori
- Select exterior improvements
- Select upgrades to HVAC equipment

Moran Prairie
- Upgrade intercom system
- Upgrade HVAC controls and software

North Central
- Select auditorium sound system improvements

Ridgeview
- Select asphalt improvements

Rogers
- Recondition gym floor
- Upgrades to CTE kitchen
- Upgrades to select HVAC equipment

Scott
- Select playground improvements
- Select sidewalk improvements
- Interior painting and improvements

Shadle Park
- Recondition gym floor
- Upgrades to CTE kitchen

Stevens
- Install new generator

Whitman
- Select sidewalk improvements
- Interior painting and improvements

Willard
- Select asphalt improvements

Various Locations
- Install new generators
- Upgrade intercom systems
- Upgrade HVAC controls and software systems
- Select sidewalk improvements
- Select window and paint improvement

Approximate Total: $4.5 Million