



Washington State
DEPARTMENT OF
ENTERPRISE SERVICES

ATTACHMENT E: SAMPLE FORMS



DES Work Order Form

Work Title:

Location*:

*include zip code of work location

Funding Agency:

Job Order Contract No.:

DES Project No.:

JOC Contractor Ref.:

Other Agency Ref.:

Work Order No.:

Modification No.:

Section 1: Work Order Request

Date of Request:

Brief Description of Work: Agency/Requester requirements consisting of an overall statement of work and objectives. Attach any sketches, plans, and/or photos, exclusions, and a detailed Scope of Work

MODIFICATION REASON FOR CHANGE: Design Errors Design Omissions Agency Latent Conditions Code Req. Value Engineering

Schedule of Work: Desired start date, substantial completion date, other dates that are required by Agency/Requester*

* Include Liquidated Damages as part of Schedule of Work if they are to be applied to this Work Request

FPS Management

Approval of change in contract time	Initials	Date

Special Requirements: Design requirements, dimensions, quantities, materials, finishes, component types or brands

A/E for this Work Order:	A/E not utilized <input type="checkbox"/>
RCW 39.10.450 (8) Conditions apply for Apprenticeship (WO >\$350k & >600 Single Trade Man Hours)	Apprenticeship <input type="checkbox"/>
	Apprenticeship n/a <input type="checkbox"/>
Scope includes hazardous material abatement and associated Insurance Requirements (JOC Manual Section 2.02.B.5)	Hazardous Waste <input type="checkbox"/>

Contacts	Name	Organization	Email	Phone
Agency				
JOC Project Manager				
Owner/DES PM				
Cost Engineer	Brian Thomas	DES	brian.thomas@des.wa.gov	360 280 2781



Job Order Contract No.:	
DES Project No.:	
JOC Contractor Ref.:	
Other Agency Ref.:	
Work Order No.:	
Modification No.:	

Work Title: _____

Location*: _____

*include zip code of work location

Funding Agency: _____

Date of Proposal: _____

Completion (Days from NTP): _____

Liquidated Damages: \$ _____ -

JOC Firm: _____

Brief Description of Work: additional information can be found on the attached Scope of Work or on page 1

CSI / Summary of Work Order Items Listed in Unit Price Book

CSI or item #	Description of Base Bid Items	Bare Cost Total	City Cost Index	Contractor Coefficient	Division Total Price
		\$ -			\$0.00
		\$ -			\$0.00
		\$ -			\$0.00
		\$ -			\$0.00
		\$ -			\$0.00
		\$ -			\$0.00
		\$ -			\$0.00
		\$ -			\$0.00
		\$ -			\$0.00
		\$ -			\$0.00
		\$ -			\$0.00
		\$ -			\$0.00
		\$ -			\$0.00
		\$ -			\$0.00
Total of all base items listed in Price Book:					\$0.00

Work Order Items Not Listed in Unit Price Book (This cannot exceed 20% of the total work order.)

Item No	Work Item Description: Include type of material, manufacture name, part number, type of work...	Materials		Labor		OH&P	Item Price
		Units	Qty	Unit Material Price	Labor Hours		
1				\$ -		\$ -	\$ -
2				\$ -		\$ -	\$ -
3				\$ -		\$ -	\$ -
4				\$ -		\$ -	\$ -
5				\$ -		\$ -	\$ -
Total of all items not listed in Price Book							\$ -

Total Work Order Amount		\$0.00
Washington State Sales Tax		\$0.00
Total Funding Amount		\$0.00

	Approved signatures	Date:	Note: 1: This Work Order Proposal becomes an authorized Work Order when signed by APM.
JOC Contractor			
Project Manager			
Client Authorized Funding			
Cost Engineer			
FPS Management <small>(≥ \$50k or Mods ≥ \$10k)</small>			

Notice to Proceed (NTP) DATE _____



STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

1500 Jefferson St. SE, Olympia, WA 98501
PO Box 41476, Olympia, WA 98504-1476

Select date.

Contractor Company Name.
Contractor Address Line 1.
Contractor Address Line 2.

RE: Contract No. J###-##., Work Order No. ##., Project No. #####-###.
Project Title., Agency Company Name.

NOTICE TO PROCEED

This is your official notice to proceed with the work for Work Order No. ##. on **Select date.** Enclosed is a copy of our executed Work Order.

Please complete and have approved by the Department of Labor & Industries (L&I) the “Intent to Pay Prevailing Wages” forms for yourself and any subcontractors. These forms must be submitted to me with your first invoice voucher.

In accordance with the *Job Order Contracting General Conditions – June 2020*, PART 10.12 Diverse Business Participation, Paragraph D, the Contractor shall provide all subcontractor/supplier payment data on a monthly basis. This information must be entered into the DES Diversity Compliance system (B2Gnow) at <https://des.diversitycompliance.com>. Failure to do so may result in Owner withholding payment. Invoice voucher forms and instructions can be obtained at:
<http://www.des.wa.gov/services/facilities/Construction/Forms/Pages/Forms.aspx>.

Starting January 1, 2020, all contractors will be required to report both apprenticeship participation and certified payroll data to L&I at <https://secure.lni.wa.gov/home/>. In order to ensure uniform and consistent contract entries, Department of Enterprise Services, **Facilities Professional Services contract staff will create the contract entry in the L&I reporting system at the time of Notice to Proceed with the contract.**

Should you have any questions or concerns, please call me at (360) ###-####..

Sincerely,

for

Project Mgr typed full name, Credential(s).
PM initials.:cs initials.

Enclosures

cc: Agency Contacts., Agency Company Name. {for DES only, send to Marisa Espinoza}
A/E Consultant Firm Name.

nameoffile. **Register Work Order in L&I system & send screenshot to Contractor.**

Effective 10/16/2023



STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

1500 Jefferson St. SE, Olympia, WA 98501
PO Box 41476, Olympia, WA 98504-1476

Job Order Contract No. J##-## WO# _____
Project Title Job Order Contracting Services _____
Location Facility/Location. _____
Date Select date. _____

STATE OF WASHINGTON PUBLIC WORKS
JOB ORDER CONTRACT (JOC)

For DEPT. OF ENTERPRISE SERVICES, FACILITY PROFESSIONAL SERVICES

THIS CONTRACT, made and entered into this ##. th/_{rd} day of Select Month., Year., shall be the agreed basis for performing the following work by and between the State of Washington, Department of Enterprise Services, Facility Professional Services, hereinafter referred to as the Owner, and

Contractor Name here.
Contractor Address Line 1.
Contractor Address Line 2.
Telephone: (###) ###-####.
E-mail Contractor email.

hereinafter referred to as the Job Order Contractor.

WITNESSETH: Whereas the parties hereto have mutually covenanted and by these presents do covenant and agree with each other as follows:

FIRST: Contents of Contract

The Job Order Contractor accepts the relationship of trust and confidence established by this Contract. The Job Order Contractor further agrees to cooperate with all interested parties and utilize the Job Order Contractor's best skills, efforts, and judgment in furthering the interests of the Owner.

The contract documents shall include, but shall not be limited to this Contract, the accepted Bid Proposal, the ####-### X (#-#). Job Order Contract Manual, and the Advertisement for Bids.

SECOND: Time of Completion

The work as agreed to in this Contract shall commence upon the receipt of the Owner’s Notice to Proceed. The Job Order Contract shall be completed at the end of twenty-four months from the date of the Owner’s Notice to Proceed, unless modified and approved by the Owner and the Job Order Contractor.

The Job Order Contractor agrees to coordinate with the Owner to develop an acceptable schedule for the work under each Work Order and shall be required to adhere strictly to the performance schedule established in each Work Order. The Job Order Contractor further agrees that, from the compensation otherwise to be paid, the Owner may retain a specific monetary sum for each calendar day thereafter that the work for each Work Order remains uncompleted. The sum is agreed upon as the liquidated damages that the Owner will sustain in case of failure of the Job Order Contractor to complete the work prior to the date of substantial completion for the specific Work Order. This sum is not to be construed as a penalty in any sense.

THIRD: Contract Cost and Bid Coefficients

A. First Year Not to Exceed Contract	= \$	0.00.
B. Not to Exceed Contract over the first two years	= \$	0.00.
C. If extended one year, Not to Exceed Contract over three years	= \$	0.00.
D. Minimum Committed Contract Amount	= \$	0.00.
E. Coefficients to be applied to Unit Cost Manual:		
Standard Coefficient (normal working hours)	=	#.###.
Non-Standard Coefficient (non-standard working hours)	=	#.###.

FOURTH: Reporting Requirements

The Contractor is required to register and create an account in the DES Diversity Compliance program (B2Gnow) at <https://des.diversitycompliance.com>. The Contractor must maintain accurate and timely business contact, contract, and payment information within the B2Gnow system until the contract is no longer active in the B2Gnow system.

The Contractor agrees that the person designated below shall serve as the B2Gnow Expert, to be the Contractor’s responsible party in the B2Gnow system, ensuring accurate and timely reporting of payment detail, addition of all subcontractors and confirmation of payments to subcontractors. The designated B2Gnow expert shall serve in said capacity for the duration of the contract and shall not be substituted without written approval from the Owner unless deemed unsatisfactory to the Owner or cease to be in the employ of the Contractor.

Designated B2Gnow expert:

(name) _____
 (phone) _____
 (email) _____

The Contractor has the option of utilizing Washington Electronic Businesses Solution (WEBS) website to certify as a small business at <https://fortress.wa.gov/ga/webs/home.html>, certifying as a Veteran-owned Businesses with the Department of Veterans Affairs at <https://www.dva.wa.gov/veterans-their-families/veteran-owned-businesses>, or certifying as a minority or woman owned business with the Office of Minority and Women's Business Enterprises (OMWBE) at <https://omwbe.wa.gov/>.

When requested by the Owner, the Job Order Contractor agrees to provide the following information (reference RCW 39.10.460):

- a list of Work Orders issued
- the cost of each Work Order
- a list of the subcontractors hired under each Work Order
- the cost of each subcontract under each Work Order

FIFTH: Civil Rights

Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.

SIXTH: Non-Discrimination

1. Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
2. Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
3. Default. Notwithstanding any provision to the contrary, Agency may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Agency receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Agency may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.



- 4. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Agency shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Agency for default under this provision.

IN WITNESS WHEREOF: The said Department of Enterprise Services, Facility Professional Services, has caused this Contract to be subscribed in its behalf, and the said Job Order Contractor has signed this Contract the day and year first above written.

Contractor:
Contractor Company Name.

Owner:
Department of Enterprise Services
Facility Professional Services

By _____

By _____

William J. Frare, P.E.

Title _____

Title Assistant Director

Date _____

Date _____

Washington State Contractor's
License No. License#.

UBI. NO. UBI #.

contract_JOC master



STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

1500 Jefferson St. SE, Olympia, WA 98501
PO Box 41476, Olympia, WA 98504-1476

Select date.

RETAINAGE INVESTMENT

Job Order Contractor Enter Contractor Name here.
Job Order Contract No. J##-## WO #.
Description Job Order Contracting Services
Location Facility/Location.

Pursuant to R.C.W. 60.28, you are required to exercise your option, IN WRITING, on whether or not monies reserved from the amounts due you on the above contract shall be placed in escrow. You are therefore directed to complete and return this form with the signed copy of the above contract to Facility Professional Services. This form will be transmitted to the Client Agency for further action in preparing the escrow agreement.

Should you desire to have the retained monies invested, it will then be necessary that you enter into an escrow agreement with a bank, trust or savings and loan company, and the above Client Agency.

CONTRACTOR'S OPTION

- I do not request retainage on the above contract to be invested.
I hereby request retainage on the above contract be invested.
I hereby request retainage on the above contract be invested and converted into bonds and sureties.
Retainage Bond

Signature Date

Title