

## **Lynden School District 504**

### **Small Works Roster Application**

Dear Applicant:

Thank you for expressing an interest in Lynden School District's Small Works Roster. In order to be listed on the District's roster, the attached application must be completed and returned to the maintenance office. **Contractors must re-apply on an annual basis or annually submit a letter indicating that information provided in the previous application is still current.**

To become a successful applicant on the district's Small Works Roster, certain guidelines must be met. Successful applicants must:

- Hold a current Washington State contractor's license
- Agree to pay the appropriate prevailing wage rate
- File Intent and Affidavits of paid prevailing wages
- Meet and maintain specific insurance requirements
- Meet performance bond requirements
- Must not be debarred from performing work on public works projects
- Accept the Terms and Conditions of Lynden School District Contract

Prevailing wages are required on every project. Costs to file prevailing wage statements with the State of Washington are the responsibility of the contractor. Intent to Pay Prevailing Wage forms must be filed before the first invoice payment is made.

The district maintains the right to remove a firm from its Small Works Roster if it is determined that the firm is not satisfactorily meeting any of the requirements listed above.

**Please be sure to provide a valid company email address on your application.** The district will rely heavily on this means of communication when notifying firms of quote opportunities and when requesting updated information. It may be helpful to provide a generic company email address that is routinely monitored so you will continue to receive information even if your primary contact has moved on.

If you have any questions about this process, please contact Anneke Hofford, Lynden School District Maintenance Office, at (360)354-8679.

## LYNDEN SCHOOL DISTRICT SMALL WORKS ROSTER APPLICATION

*In compliance with RCW 28A.335.190, the undersigned requests to be added to the Small Works Roster of the Lynden School District and wishes to have the opportunity to submit proposals for the type of work and size of projects as shown below. It is understood that a "no response" to three successive requests for proposals may result in removal from the roster. A written "no bid" response shall not be considered as a "no response".*

### Application should be returned by mail, fax or email to:

Mail to: Lynden School District  
Maintenance Dept c/o LMS  
Attn: Anneke Hofford  
516 Main St  
Lynden, WA 98264

Fax to: (360) 354-8680

Email to: [hofforda@lynden.wednet.edu](mailto:hofforda@lynden.wednet.edu)

Questions: Call (360) 354-8679

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_  
Street/PO Box City State Zip

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email address: \_\_\_\_\_

**NOTE: Requests for quotes will be solicited via email and will be sent to this email address.**

### Business Classification:

Sole Proprietor  Partnership  Corporation  LLC

WA State Contractor License #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ UBI #: \_\_\_\_\_ Federal Tax ID or SSN #: \_\_\_\_\_

Small Works Roster applicants must be registered with the state of Washington in accordance with RCW 39.04.350. The contractor agrees to pay the prevailing wage rate to all employees in accordance with RCW 39.12 and file the necessary intents and affidavits of compliance. The contractor shall require any subcontractor to likewise comply with RCW 39.12. For projects bidding over \$10,000, a Performance Bond will be required and retainage of 5% will be withheld. For contracts between \$10,000 and \$35,000, at the option of the contractor, the District may in lieu of a Performance Bond, retain 50% of the contract amount. For projects over \$35,000 retainage will not be released until the district receives all of the necessary releases from the Department of Revenue, the Department of Labor and Industries, the Department of Employment Security and settlement of any liens filed under RCW 60.28.

Contractor agrees to terms listed above and attached Terms and Conditions. Contractor agrees to comply with all city, county, state and federal regulations relative to public works projects. Contractor hereby certifies that they have not been excluded, suspended or debarred from doing business with a State, Federal or other Municipal Agency.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

# Minimum Qualifications

**Company Name:** \_\_\_\_\_

These minimum qualifications must be met in order to be listed on Lynden School District's Small Works Roster.

- Do you have a current valid Contractors License?
  - Yes
  - No
- Are you able to provide a public works contract bond in accordance with RCW 39.08?
  - Yes
  - No
- Have you been in business at least 3 years without interruption?
  - Yes
  - No
- Are you currently debarred from performing work on Public Work Contracts?
  - Yes
  - No

### Insurance Requirements;

Lynden School District shall be named as additional insured on the Commercial Liability insurance policy. Applicant must have the following minimum insurance coverage in place:

- \$1,000,000 Per Occurrence Commercial General Liability
- \$2,000,000 General Aggregate
- \$1,000,000 Automobile Liability, Combined single limit per accident for bodily injury and property damage.
- \$2,000,000 Products and Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury
- \$1,000,000 Damage to Rented Premises
- \$5,000 Medical Expense

My company will be able to meet the insurance requirements listed above. Yes  No

**List three recent public works jobs and reference contacts for projects your company has performed in the past three years.**

**Project #1** \_\_\_\_\_ Year Completed: \_\_\_\_\_  
Owner Name and phone: \_\_\_\_\_ Prime  
contractor if not your firm: \_\_\_\_\_ Dollar  
amount of your portion of work: \_\_\_\_\_

**Project #2** \_\_\_\_\_ Year Completed: \_\_\_\_\_ Owner  
Name and phone: \_\_\_\_\_ Prime  
contractor if not your firm: \_\_\_\_\_  
Dollar amount of your portion of work: \_\_\_\_\_

**Project #3** \_\_\_\_\_ Year Completed: \_\_\_\_\_ Owner  
Name and phone: \_\_\_\_\_ Prime  
contractor if not your firm: \_\_\_\_\_ Dollar  
amount of your portion of work: \_\_\_\_\_

## CATEGORIES OF INTEREST

Company Name: \_\_\_\_\_

Indicate up to five areas in which your firm is qualified to perform work.

- Alarm systems – installation, maintenance, and repair
- Asbestos abatement
- Asphalt – paving, patching, coating
- Athletic Fields
- Carpentry
- Concrete work – curbs, sidewalks, foundations, flat work
- Demolition
- Site work, excavation
- Electrical
- Electrical – low voltage
- Fencing
- Floor covering
- General contractor
- Grounds related work – landscape, irrigation
- HVAC
- Mechanical doors
- Painting
- Plumbing
- Refrigeration
- Roofing
- Septic – cleaning, construction, maintenance, pumping
- Signage
- Street Sweeping
- Striping – traffic, parking and pavement markings
- Tree trimming, removal
- Utilities
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

## Terms and Conditions

**Assignment.** Neither the District nor the Contractor shall assign this Agreement, either in whole or in part, without the prior written consent of the other party, which shall not be unreasonably withheld. Any assignment permitted under this clause does not relieve either party from its duties or obligations under this Agreement. No such consent will be required for assignment to an entity owned by or under the common control with assignor. In any event, the assigning party will remain fully responsible for compliance with all of the terms of this agreement.

**Assurances.** The District and the Contractor agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state, and local laws, rules, and regulations.

**Background Checks.** Contractors, whose employees will have scheduled unsupervised contact with children in the work to be performed under this Agreement, shall conduct criminal background checks, including fingerprinting, in accordance with RCW 43.43.830-43.43.835, 10.97.030 and 10.97.050, as now or hereafter amended. The Contractor shall pay for the requirements set forth in this paragraph. The Contractor shall be able to provide copy of employee records check upon request. The Contractor shall prohibit any employees, subcontractor, intern or volunteer from performing work under this Agreement who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under chapter 9A.42 RCW, the physical injury or death of a child under chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under chapter 46.61 RCW), sexual exploitation of a child under chapter 9.68A RCW, sexual offenses under chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor child under RCW 9A.64.030 or violation of similar laws of another jurisdiction. Failure to comply with this provision shall be grounds for the District immediately terminating the Agreement. The Contractor shall incorporate this requirement into every subcontract it enters relating to services with the District.

**Certification Regarding Debarment, Suspension, and Ineligibility.** The Contractor certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency. The Contractor certifies that it shall not knowingly enter into an agreement with a subcontractor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency, for the performance of this agreement. The Contractor shall provide immediate written notice to the District, if at any time, the Contractor or any subcontractor is debarred, declared ineligible, or voluntarily excluded.

**Compliance with the Americans with Disabilities Act.** The Contractor shall be responsible for compliance with the Americans with Disabilities Act of 1990, as now in effect or hereafter amended, and all rules and regulations issued thereunder (herein collectively referred to as the "ADA") and compliance with the ADA Accessibility Guidelines when carrying out the duties of this agreement. The Contractor shall indemnify the District against any and all complaints and defend the District from all actions arising from the Contractor's negligence of compliance during the term of this agreement.

**Confidentiality.** The Contractor acknowledges that certain data, material, or information which originates from this Contract regarding students, may consist of confidential records owned by the District or confidential personally identifiable information subject to the Federal Family Educational Rights and Privacy Act or other privacy laws, and that disclosure to or use by third parties would be damaging. The Contractor, therefore, agrees to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this Contract to release it only to authorized employees and agents requiring such information and not release or disclose it to any other party. The Contractor agrees to release such information or material only to employees and agents who have signed a written agreement expressly prohibiting redisclosure.

**Entire Agreement.** This Agreement constitutes the entire agreement between the District and the Contractor and supersedes any prior oral or written statements or agreements.

**Hazardous Waste.** The Contractor will not cause nor permit any activities on the District's property which directly or indirectly could result in the District's property becoming contaminated with hazardous or toxic waste or substances. For purposes of this agreement, the term 'hazardous or toxic waste or substances' means any substance or material defined or designated as hazardous or toxic wastes, hazardous or toxic material, a hazardous, toxic or radioactive substance or other similar term by any applicable federal, state or local statute, regulation or ordinance now or hereafter in effect.

**ID Badge.** Contractor will be required to wear an ID badge when on District property for compliance with the District's safety policy and security concerns. Badges must be prominently displayed and attached to outer, upper garments at all times while on District property.

**Terms and Conditions - continued**

**Indemnification.** The Contractor shall indemnify, hold harmless, and defend the District, its elected and appointed officials, employees, agents and staff from any and all claims, liabilities, damages, expenses, rights of action arising as a result of error, omission, or negligent act of the Contractor, subcontractors, or anyone employed by them in the performance of this agreement up to its proportionate share of liability.

**Independent Contractor Status.** It is specifically understood that Contractor, its employees or agents, are contracting with the District as an independent contractor and act in an independent capacity and are not officers, employees, and agents of the District. The District shall not be responsible for fringe benefits, withholding, paying of any taxes on behalf of Contractor or Contractor’s employees or agents, or remuneration above the amount stipulated in this agreement. This agreement does not preclude the Contractor from undertaking work or assignments from other school district, agencies or individuals.

**Insurance.** As stated in Section V of this agreement.

**Modifications.** Either party may request changes in the scope of services or performance standards. Any and all modifications shall be in writing, signed and dated by each of the parties. Such modifications shall be incorporated into this agreement by way of addendum.

**Non-Discrimination.** The Contractor shall comply with all the federal, state, and local non-discrimination laws, ordinances, regulations and policies, which are otherwise applicable to the District.

**Notices.** Any notice or demand required under this agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt. Either party may change the address to which notice are sent by sending written notice of such change or address to the other party.

**Ownership of Work Products and Restriction Against Dissemination.** All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the District and may be used by the District for any purpose without additional compensation to the Contractor. The Contractor agrees not to assert any rights and not to establish any claim under design or copyright laws. The Contractor agrees to provide the District access to all retained materials for a period of three years after final payment under this agreement. Unless otherwise directed by the District, the Contractor will retain copies of all materials.

**Payment.** The District shall not make payments in advance or in anticipation of services or supplies to be provided under this Agreement. All payments to the Contractor are conditioned upon (1) Contractor’s submission of a properly executed and supported voucher for payment, including such supporting documentation of performance, of costs incurred or paid, and of requested Public Works requirements, if applicable, or all as is otherwise provided for in the body of this Agreement, and (2) acceptance and certification by the District of satisfactory performance by the Contractor. Unless otherwise noted in this Agreement, (1) all acceptable vouchers for payment due to the Contractor shall be paid within thirty (30) calendar days of their submission by the Contractor, and (2) all expenses necessary to the Contractor’s performance of this Agreement shall be borne in full by the Contractor.

**Termination.** This agreement may be terminated at any time by either party in whole or in part with or without reason. Written notice of termination by either party is required. In the event of termination, the District is only liable for payment in accordance with the payment provisions of this agreement rendered before the effective date of the termination. Should the District terminate this agreement for cause and the District finds it necessary to seek other sources to complete the project, the District shall have the right to collect the difference from the Contractor, if the price is higher.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_