

Small Works Roster
Application Packet
For
Okanogan Irrigation District

FOR INFORMATION REGARDING THIS PACKET CONTACT:

OKANOGAN IRRIGATION DISTRICT

37 A Douglas Road
Okangaon, Washington 98840
509-826-1250

Thank you for your interest in the Okanogan Irrigation District Small Works Roster. The following information should guide you through the process of making an application to be included on the roster.

1. **Document to be submitted:** Contractors who are interested in being placed on the Small Works Roster shall submit the following:

1. A completed application form signed by an authorized agent of the company along with any documents requested in the application.

2. An executed Small Works Contract

3. An executed General Conditions form.

4. A completed Insurance form or copy of most recent ACORD form

2. **Project Proposal and Specifications:** Each Small Works Roster Project will be open for solicitation of quotes as needed. Each project will contain specifications and proposal forms particular to that project. The forms submitted by the contractor will be made part of the contract.

3. **Notice of Award:** The District will provide a Notice of Award for each Small Works Roster Project awarded. The signed Notice of Award together with an executed Performance and Payment Bond shall be returned to the District prior to issuing a Notice to Proceed.

4. **District's Representative:** The District representative for the project, who assumes duties and responsibilities and has rights and authority assigned in the Contract Documents in connection with the completion of small works projects in accordance with the Contract Documents, shall be the Secretary-Manager, Assistant Manager, O&M Manager, or the Purchasing Agent.

SMALL WORKS ROSTER APPLICATION FOR CONTRACTORS

To: Okanogan Irrigation District
37 A Douglas Road
Okanogan, Washington 98840
Attention: Small Works Roster
Telephone: (509) 826-1250 Fax: (509) 826-2340

Contractors wishing to make application to the Okanogan Irrigation District, as a responsible contractor for placement on the Small Works Roster for contracts less than \$300,000, pursuant to the Districts Small Works Roster Resolution, shall complete and submit the following application and related documents. Incomplete applications will not be accepted.

Name of Applicant or Firm (As registered with Washington Secretary of State)

Trade or DBA

Street Address

City

State

Zip Code

PO Box

City

State

Zip Code

Contact Person for Small Works Roster Quotes

Telephone

Fax

E-Mail

Date Submitted

Federal Employees (IRS) ID Number

Unified Business Identifier Number (UBI)

Washington Contractor License Number

Type of Organization

Corporation

LLC

Partnership/Joint Venture

Sole Proprietorship

Corporation

Date Incorporated

In What State?

If Out-of-State Corporation, have you complied with Washington's Corporation Laws? Yes No

Name and Address of Registered Agent

Names and Addresses of Officers

LLC

Date Formed

In What State?

If Out-of-State LLC, have you complied with Washington's LLC Laws? Yes No

Member Managed or Manager Managed

Names and Addresses of Members or Managers

Name and Address of Registered Agent

Partnership/Joint Venture

Date Established

Status:

General Limited Assoc.

Names and Addresses of Partners

Is there any limitation on duration of Partnership or Joint Venture? Yes No

If "Yes", Explain:

List the names and titles of those individuals in your organization who are authorized to execute proposals, contracts, bonds, and other documents and/or instruments on behalf of the organization. Specify if more than one signature is required.

Name

Title

Signature Authority

NON-COLLUSION

In order for your application to be considered, it is necessary to furnish the following information:

1. Has your firm ever been indicted, pled guilty, pled nolo contendere (no contest), or been convicted of any offense that has resulted in your firm being barred from bidding or performing work for any State, Local, or Federal Government? If "Yes", attach a separate sheet(s) to this form giving the details involved, the names of the individuals, and their current employment status with your firm.

- Yes
- No

2. Has any officer, employee, or other member of your firm ever been indicted, pled guilty, pled nolo contendere, or been convicted of any illegal restraints of trade, including collusive bidding? If "Yes", attach a separate sheet(s) to this form giving the details involved.

- Yes
- No

3. Has your firm or any officer, employee, or member of your firm ever been debarred for violation of various Public Constraint Acts incorporating Labor Standards Provision? If "Yes", attach a separate sheet(s) to this form giving the details involved.

- Yes
- No

4. Is your firm under the protection of the bankruptcy court, have pending any petition in bankruptcy court, or have you made an assignment for the benefit of creditors?

- Yes
- No

SMALL WORKS QUESTIONNAIRE

1. How many years has your organization been in business as a general contractor under your present business name?

2. Has your organization paid all current license and registration fees to the State of Washington?

- Yes
- No

3. Has your organization ever failed to complete any work awarded to you or have any claims relating to performance been filed against your organization?

- Yes
- No

If "Yes", state where and reasons why:

4. In which of the following classes of work do you feel your organization has the equipment and experienced personnel to qualify for the classification? Indicate those classes for which you feel your firm qualifies by checking the appropriate box. ** Note: Work has to be self-performed to be considered. **

Class Number

Class Description

Qualified

1

Asphalt/Concrete Paving

2

Bituminous Surface Paving

3

Building Construction & Remodeling

4

Cabinetry

5

Communication Cable Installation & Repair

6

Concrete & Masonry

7

Crane & Operator

8

Doors, Windows, Overhead doors

9

Earthwork and Grading

10

Electric — Commercial & Industrial

11

Fencing—Chain link and Barbed Wire

12

Fire Extinguisher Service

13

General Construction by General Contractor

14

Gravel Surfacing

15

Heating & venting systems Installation and Repair

16

Painting and Industrial Coatings

17

Steel Fabrication and Welding, Machine Work

18

Computer Software/Hardware installer/Maintenance

19

Janitorial Cleaning & Supplies

20

Plumbing—Installation and Repair

21

5. Attach a general resume setting forth applicant's experience, technical qualifications, and organizational ability to perform the proposed construction classifications selected under Item 4 above. Attach a list of your supervisory personnel and their qualifications and years of experience, list the number and type of craftsmen available and attach a list of equipment available for work, showing the age and location of the equipment

6. List the names, contact information, and a description of the project for at least three (3) clients for whom you have performed similar work in the last two (2) years:

Contracting Agency and Contact Name, Phone, and Fax or Email

Description of Work

Class Number(s) (as listed above)

Contract Amount

7. Attach a general resume setting forth applicant's experience, technical qualifications, and organizational ability to perform the proposed construction classifications selected under Item 4 above. Attach a list of your supervisory personnel and their qualifications and years of experience, list the number and type of craftsmen available and attach a list of equipment available for work, showing the age and location of the equipment.

8. What is the maximum amount of work, expressed in dollars, which you consider you are capable of undertaking? \$

9. Set forth the name and address of applicant's bank including the branch and name of the individual in said bank to be contacted for financial reference.

Bank Name, Branch, and Address

Contact Name

Phone

Email

10. Qualified applicants must provide proof of bonding capacity for construction project performance and payment bond each in the amount of up to Three Hundred Thousand Dollars (\$300,000). Set forth the name and address of applicant's bonding company including the name of the individual to be contacted for verification.

Bonding Company Name and Address

Contact Name

Phone

Bonding Capacity

Email

11. Attach a copy of your insurance ACORD certificate Form 25, showing the insuring company, policy effective dates, limits of liability, and the Schedule of Forms and Endorsements.

Please initial the following requirements:

12. With regard to all projects awarded under the Roster, the applicant agrees to comply with all applicable government regulations regarding nondiscrimination in employment and employment practices on the basis of marital status, sex, race, color, religion or national origin.

13. The applicant agrees within ten (10) days of award of each Roster project to provide a performance and payment bond from a corporate surety licensed to do business in the State of Washington in the form supplied by the District with the solicitation for quotation in an amount equal to the Contract price. The price of the performance and payment bond shall be considered incidental to the bid items detailed in the proposal.

14. The applicant agrees to submit within ten (10) days of award of each Roster project a completed Insurance Certificate naming the Okanogan Irrigation District as additional insured.

15. The applicant is submitting with this application an executed Small Works Contract.

16. The applicant is submitting with this application a signed General Conditions form
CERTIFICATION

I certify that the information supplied herein is correct and current as of the date given and that the applicant has the necessary skills, equipment, personnel and financial ability to perform all categories of work designated herein and desires to be included on the District's Small Works Roster and will be given an opportunity to submit quotations for small works project within those designated categories.

Signature

Type / Printed Name

Title

Date

Small Works Contract

THIS SMALL WORKS CONTRACT is made by and between the Okanogan Irrigation District, a Washington irrigation district, and the undersigned Contractor.

In consideration of being included on the District's Small Works Roster and payments and agreements to be made and performed by the District in the event the District awards a Small Works Roster Project to the Contractor, the parties agree as follows:

1. This Small Works Contract binds the District and Contractor with regard to any Project awarded to the Contractor during the term of this Small Works Contract.

2. In the event a Project is awarded to the Contractor, the contract between the parties for such Project shall include this Small Works Contract and the application by the Contractor to the District which the Contractor represents is true and correct, together with the following supplemental documents pertaining to the Project (the Supplemental Documents):

- The attached General Conditions for Small Works Roster Contracts.
- The District's solicitation for quotations for a Project.
- Any Standard Specifications, Amendment to Standard Specifications, Special Provisions, Technical Specifications, Standard Plans and Project Drawings for each Project which are part of the District's solicitation for quotations;
- The Contractor's Proposal submitted in response to the District's solicitation for quotations;
- Notice of Award and documents to be completed in compliance with the Notice of Award;
- The Notice to Proceed.

3. Each Project shall be a separate and divisible public works contract based on this Small Works Contract and the Supplemental Documents.

4. This Small Works Contract does not assure or guarantee that the Contractor will be awarded any Small Works Projects.

5. This Small Works Contract binds the parties and their successors and assigns and is effective until December 31, 2021 or until the Contractor's obligations pertaining to a specific Project have been satisfied, whichever is later.

Contractor Name

Authorized Signature

Okanogan Irrigation District

Contract approved _____ 20____ .

District Manager

GENERAL CONDITIONS

Small Works Roster Contracts

The following General Conditions are made a part of the Contract between the District and Contractor for Small Works Roster projects awarded by the Okanogan Irrigation District

1. **Warranty:** Contractor is to guarantee the satisfactory operation and performance of the work and all component parts thereof constructed or provided under the Contract for a period of two years following completion of the project and acceptance by the District.

Any faults or deficiencies resulting from the Contractor's workmanship or from materials supplied by the Contractor are to be promptly corrected by the Contractor at no expense to the District. The Contractor shall indemnify and hold the District harmless from any costs and liabilities encountered in remedying such defects. If the Contractor fails to promptly correct faults or deficiencies or fails to perform the work in accordance with the Contract Documents, the District, may, after seven days written notice to the Contractor, correct or remedy any such deficiency, by contract or otherwise, and charge the cost to the Contractor. In the event of such faults or deficiencies, the two-year warranty period will begin again on all work within the Contract following completion of the corrective action.

In the event the Contractor breaches this Contract by nonperformance, or by incomplete performance, or by defective performance, the District shall be entitled to recover damages from the Contractor calculated on the basis of the cost of completing the work under the Contract promised by the Contractor or the cost of repairing defective work. If omissions or defects cannot be remedied except at unwarranted expense as determined by the District in its sole and exclusive judgment, then the District shall be entitled to recover damages from the Contractor calculated on the basis of the difference between the value of the work if it had been performed in accordance with the Contract and the value of the work as it was actually performed.

Neither the final payment, nor partial or entire use of the Work by the District, shall relieve the Contractor of liability with respect to the warranties referred to in this contract or any other warranties expressed or implied. This two-year guarantee and indemnification period shall not relieve the Contractor from liability for any defects appearing after the two-year period and shall not operate to limit or preclude in any way the District's rights to bring suit within the applicable statute of limitations.

2. **Indemnity, Hold Harmless, and Defense:** To the maximum extent permitted by law, the Contractor shall indemnify, hold harmless, and defend the District and its directors, officers, employees, agents, and sub-consultants from and against liability for all claims for injuries or death or loss or damage to property arising out of or resulting from the Contractor's or any subcontractor's performance or failure to perform the Contract.

The Contractor's obligation to indemnify, hold harmless, and defend includes any claim by the Contractor's officers, agents, employees, representatives, invitees, or any claim by any subcontractor, its officers, agents, employees, or invitees. The Contractor's obligation to indemnify, hold harmless, and defend shall be binding on the Contractor regardless of fault, breach of contract, or negligence of the District and its directors, officers, employees, agents, and sub-consultants except liability for claims that have been adjudicated to have been caused by or resulting from the sole negligence of the District and its directors, officers, employees, agents, and sub-consultants in which event such indemnity, hold harmless, and defense provisions will be enforceable only to the extent of the negligence of the Contractor, its officers, agents, employees, sub-contractors, or invitees.

The Contractor expressly waives the Contractor's immunity under industrial insurance, Title 51 RCW but only to the extent of the Contractor's agreement to provide indemnity, to hold harmless and defend the District and its directors, officers, employees, agents, and subconsultants.

The Contractor's indemnity, hold harmless, and defense obligations shall survive the termination or completion of the Contract and remain in full force and effect until satisfied in full.

The Contractor acknowledges that by entering into a Contract with the District, the Contractor has mutually negotiated the above indemnity, hold harmless, and defense provisions with the District; and the Contractor agrees to the terms herein.

3. Subcontracts: The Contractor shall not delegate any portion of the Work without the advanced written approval of the District.

4. Assignment: The Contractor shall not assign the rights under the Small Works Contract, or any part thereof without the advanced written approval of the District.

5. Time for Completion: The Contractor shall complete the Work to the reasonable satisfaction of the District, free of all claims, liens and charges, with in the contract time specified in the Notice of Award, or the Special Provisions for the Project. All time limits stated in the Special Provisions shall be of the essence of the Contract.

6. Conditions of Work: By submitting a Proposal in response to the District's solicitation for quotations, the Contractor represents and warrants to the District that the contractor has fully informed himself of all conditions relating to the Work involved for completing the Project. In prosecuting the Work, the Contractor shall employ such methods or means as will not interfere or interrupt the work of the District or its agents, employees or contractors.

7. Contractor's Responsibility: The Contractor will prosecute the Work in accordance with instructions, descriptions and/or plans and specifications provided by the District. The Contractor shall carry on the Work at his own risk until the same is fully completed and accepted, and shall, in case of any accident, destruction or injury to the Work and/or materials before its final completion and acceptance, repair or replace forthwith the Work and/or materials so injured, damaged, destroyed, at his own expense and to the satisfaction of the District. When materials and equipment are furnished by others for installation or erection by the Contractor, the Contractor shall receive, unload, store and handle the same at site and become responsible therefore as though such materials and/or equipment were being furnished by the Contractor.

8. Insurance: The Contractor shall not commence work until it has obtained and exhibited to the District duplicate policies or certificates evidencing all insurance required hereinafter, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all such insurance has been obtained by the subcontractor and exhibited to the District by delivery of duplicate policies or certificates evidencing all insurance required hereinafter. All such insurance shall include the District and its directors, officers, employees, agents, and sub-consultants as additional insured and shall be fully maintained throughout the term of this contract.

The Contractor shall obtain and keep in force throughout the term of the contract, commercial general liability, worker's compensation, and automobile liability insurance with companies admitted by the State Insurance Commissioner pursuant to Title 48 RCW or a licensed surplus lines carrier. Companies shall be rated A-VII or higher in Best's Guide.

After Award of the Contract, the Contractor shall file with the District a Certificate of Insurance for a primary policy of commercial liability insurance, auto liability insurance and umbrella liability meeting the requirements set forth herein. This Certificate of Insurance shall be subject to approval by the District as to company, terms, and coverage. Failure of the Contractor to fully comply with the requirements set forth regarding insurance will be considered a material breach of contract and shall be cause for immediate termination of the contract at the option of the District.

The insurance shall specifically name the District and its directors, officers, employees, agents, and sub-consultants as an additional insured hereunder. A copy of the additional insured endorsement shall be included with the certificate. The insurance shall be maintained in full force and effect at the Contractor's expense throughout the term of the contract. The District shall be given thirty (30) calendar days prior written notice by certified mail of any cancellation, reduction, or modification of the insurance.

The insurance shall provide the minimum coverages and limits set forth below:

- Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop-gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse, or underground property damage. The District shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the District using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 per occurrence combined single limit, \$2,000,000 general aggregate; Bodily Injury and Property Damage with \$10,000 maximum deductible.

- Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. Automobile Liability insurance shall be written with limits no less than \$2,000,000 per occurrence combined single limit, Bodily Injury and Property Damage with \$10,000 maximum deductible.

- Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

- Professional Liability insurance appropriate to the Contractor's profession if required by the District. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

- Builder's Risk Insurance and Umbrella Liability if required by the District.

Providing of coverages in these stated amounts shall not be construed to relieve the Contractor from liability in excess of such limits. Additional insurance requirements or conditions may be added to the order by addendum and the District, at its discretion, may require the Contractor to provide evidence of such insurance.

9. Relationship of the Parties: It is understood and agreed that the Contractor shall be an independent contractor and not an agent or employee of the District; that the District is only interested in the results to be achieved, and that the right to control the particular manner, method, and means in which the services are performed is solely within the discretion of the Contractor. Any and all employees who provide services to the District under this Contract shall be deemed employees solely of the Contractor. Contractor shall be solely responsible for the conduct and actions of all its employees under this Contract and any liability that may attach thereto.

10. Safety: The Contractor and his subcontractors shall take all safety precautions and furnish and install all guards necessary for the prevention of accidents, and shall comply with all laws and regulations with regard to the prosecution of the Work.

11. Material Safety Data Sheets: The Contractor agrees to furnish Material Safety Data sheets (Form OSHA-20) applicable for hazardous or potentially hazardous products.

12. Ownership of Documents: All drawings, plans, specifications, and other related documents prepared by the Contractor under this Contract are and shall be the property of the District and may be subject to disclosure under the Washington Public Records Act, Chapter 42.56 RCW, or other applicable public record laws. The District or State Auditor or any of their representatives shall have full access to and the right to examine during normal business hours all of the Contractor's records with respect to all matters covered in this Contract. Such representatives shall be permitted to audit, examine, make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, and record of matters covered by this Contract for a period of three years from the date of final payment is made hereunder.

13. **Applicable Law:** Contractor shall comply with all applicable federal, state and local laws and regulations, which are deemed to be incorporated into this Contract. This Contract shall be construed, for all purposes, solely and exclusively in accordance and pursuant to the laws of the State of Washington. Venue of any action filed to enforce or interpret the provisions of this contract shall be in Okanogan County Superior Court. In the event of litigation to enforce the provisions of this contract, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief allowed.

14. **Waiver:** No officer, employee, agent, or other individual acting on behalf of either party has the power, right, or authority to waive any of the conditions or provisions of this Contract. No waiver in on instance shall be held to be a waiver of any other subsequent breach or non-performance. All remedies afforded in this Contract or by law shall be taken and construed as cumulative and in addition to every other remedy provided herein or by law. Failure of either party to enforce at any time any provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Contract or any part thereof.

THE CONTRACTOR, BY SIGNING THESE GENERAL CONDITIONS, AGREES TO THESE TERMS AND CONDITIONS. THIS DOCUMENT MUST BE SIGNED AND RETURNED TO THE DISTRICT WITH A COMPLETED APPLICATION AND EXECUTED SMALL WORKS ROSTER CONTRACT.

These General Conditions are agreed to by

Contractor Name:

Name:
Title:

Date: