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Identify each trade that your firm performs so that your name can be identified in all appropriate categories. You may sign up for any combination of trades and contract sizes.

	TRADE	Under \$15,000	\$15,000 – \$35,000	\$35,000 – \$100,000	\$100,000 – \$200,000
1	Asbestos Abatement				
2	Cabinetry				
3	Carpentry				
4	Concrete Work				
5	Demolition				
6	Electrical				
7	Low Voltage				
8	Equipment Installation				
9	Fencing				
10	General Contractors – Building				
11	General Contractors - Site-Work				
12	Heating, Ventilation, Air Conditioning HVAC				
13	Portable Classroom Relocation				
14	Painting				
15	Paving				
16	Roofing				
17	Other				
	List Specialties within the above listed Trades:				
	Other Specialty Trades not listed above:				

2. Requirements: See page 3 of application

3. Applicant agrees to comply with all City, State and Federal regulations relative to public works projects. I certify that the information supplied herein is correct and agree to the terms and conditions contained herein.

Signature: _____

Date: _____

Name: _____

Title: _____

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4. In order to be awarded a contract you will be required to provide Attachments 1, 2, 4, 5 and 7 of the following documents within seven calendar days of notice of intend to award.. Attachments 3, 8a and 8b will need to be submitted upon completion of Project and prior to final payment. Attachment 6 is for your information only; please confirm that you have reviewed this form: Please confirm your willingness to complete these forms within stated timeframes prior to working for the Bethel School District by signing below.

Sample Forms – For Information Only

- | | | |
|---|--------------------------|-----|
| Performance/Payment Bond, Attachment 1 | <input type="checkbox"/> | Yes |
| Statement of Intent to Pay Prevailing Wages, Attachment 2 | <input type="checkbox"/> | Yes |
| Affidavit of Wages Paid, Attachment 3 | <input type="checkbox"/> | Yes |
| Indemnification Certificate, Attachment 4 | <input type="checkbox"/> | Yes |
| Insurance Requirements, Attachment 5 | <input type="checkbox"/> | Yes |
| Form of Proposal, Attachment 6 | <input type="checkbox"/> | Yes |
| Agreement, Attachment 7 | <input type="checkbox"/> | Yes |
| Unconditional Waiver of Lien & Claims, Attachment 8a & 8b | <input type="checkbox"/> | Yes |

THE FORMS LISTED IN PARAGRAPH 4 ABOVE ARE FOR INFORMATION ONLY AND DO NOT NEED TO BE RETURNED WITH YOUR SMALL WORKS ROSTER APPLICATION FORM

3. As a recipient of Federal and State funds, the Bethel School District requires that all contractors, vendors, suppliers or providers of service comply with all applicable laws and regulations prohibiting discrimination in employment, public accommodation and educational programs. The Bethel School District is an Equal Opportunity Employer and encourages participation by minority and women owned businesses.

4. Notice may be sent by U.S. mail, Facsimile, or Email. Please provide the following:

Name: _____ Title: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

Signature: _____

PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as Principal, and _____ at address: _____ Phone: _____ a corporation organized and existing under and by virtue of the laws of the State of _____ as

Surety, are held and firmly bound unto the Bethel School District No. 403 as Obligee, in the sum of _____ Dollars _____ for which sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, the Principal entered into Contract No. _____ dated _____ for _____ which Contract is by reference made part hereof and is hereafter referred to as the Contract.

This Bond is executed pursuant to Chapter 39.08 RCW provided, that the Surety and Principal agree that with respect to the notice required by RCW 39.08.030, subcontractors and suppliers of the Principal shall not be required to give the notice in order to be paid for sums which otherwise become due and owing during the course of performance of the Contract but, such subcontractors and suppliers shall be required to give the notice by the deadline provided in the statute in order to have any claim against this bond after the deadline or to file suite under RCW 39.08.065, and after the deadline in RCW 39.08.030 all claims for which notice has not been given there under such be barred.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Contract and pay all laborers, mechanics, subcontractors, materialmen and all persons who shall supply said Principal or said subcontractor with provisions and supplies for the carrying on of such work during the original term of said Contract and any extension thereof that may be granted by the Bethel School District No. 403, with or without notice to the surety, and during the life of any guaranty required under the Contract and shall well and truly perform and fulfill the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract and pay all laborers, mechanics, subcontractors, materialmen and all persons who supply said Principal or said subcontractors with provisions and supplies for the carrying on of such modifications which may hereafter be made, notice of which modifications to the Surety being hereby waived, then this obligation to be void; otherwise to remain in full force and effect.

Dated this _____ day of _____, 20____

Approved: _____ Principal _____

Approved: _____ Surety _____

By: _____ (Attached Power of Attorney)

Department of Labor and Industries
 Prevailing Wage
 (360) 902-5335
 www.lni.wa.gov/TradesLicensing/PrevailingWage



**STATEMENT OF INTENT TO
 PAY PREVAILING WAGES**
Public Works Contract
\$25.00 Filing Fee Required

- This form must be typed or printed in ink.
 - Large, bold numbers match instructions on back of form.
 - Please allow a minimum of 10 working days for processing.
 - Once approved your form will be posted online at the above website.
- APPROVED FORM WILL BE MAILED TO THIS ADDRESS** ▼
 Contractor, company or agency name, address, city, state & ZIP+4

Project Name		Contract#	
Contract Awarding Agency (public agency - not federal or private)			
Address			
City		State	ZIP+4
Awarding Agency Project Contact Person		Phone #	
County where work was performed		City where work was performed	
Bid due date (mm/dd/yy)		Date contract awarded (mm/dd/yy)	
Will all work be subcontracted? <input type="checkbox"/> Yes <input type="checkbox"/> No		Do you intend to use subcontractors? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Prime contractor (has contract with the public agency) Contractor Registration #		Expected job start date (mm/dd/yy)	
		Do you intend to use apprentices? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Craft/trade/ occupation (Do NOT list apprentices) Indicate number of owners expected to perform work.		Estimated no. of workers	Rate of hourly pay
			Rate of hourly fringe benefits

SAMPLE

Company name	
Address	
City	State ZIP+4
Contractor Registration No.	UBI
Industrial Insurance Account Number	
Email address	Phone number
For L&I Use Only	
APPROVED: Department of Labor and Industries	
By _____	Industrial Statistician

Indicate total dollar amount of your contract or time and materials if applicable.	\$
I hereby certify that the above information is correct and that all workers I employ on this Public Works Project will be paid no less than the Prevailing Wage Rate(s) as determined by the Industrial Statistician of the Department of Labor and Industries	
Title	Signature

For L&I Use Only	
Check Number: _____	<input type="checkbox"/> \$25 or \$ _____
Issued By: _____	

F700-029-000 statement of intent to pay prevailing wages 12-04

After APPROVAL, send white copy to Awarding Agency.
 Canary copy – L&I

INDEMNIFICATION CERTIFICATE

_____ (hereinafter Contractor) agrees to defend, indemnify and hold the Bethel School District, its Representatives, Officials, Construction Manager and Architect/Engineer (hereinafter Owner) harmless from any and all claims, demands, losses, liability, cost or expense (including attorney fees, costs, time of Owner's personnel and all other claim-related expenses) to or by third parties arising from, resulting from related to or connected with services performed or to be performed under this Contract by Contractor, its agents, representatives, officers or employees and Subcontractors of any tier to the fullest extent permitted by law.

Contractor's duty to indemnify Owner shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of Owner or Owner's Representative or employees.

Contractor's duty to indemnify Owner for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) Owner or Owner's Representative or employees, and (b) Contractor or its agents, representatives, officers or employees and Subcontractors of any tier shall apply only to the extent of negligence of Contractor or Contractor's agents or employees or support.

Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts; provided Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against Contractor by Owner, and does not include, or extend to, any claims by Contractor's employees directly against Contractor.

THE UNDERSIGNED HEREBY CERTIFY THAT THIS CERTIFICATE WAS MUTUALLY NEGOTIATED.

Dated: _____

Dated: _____

Owner: _____

Contractor: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

INSURANCE REQUIREMENTS

1. The Contractor shall, at its own expense, secure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.
2. The Contractor shall obtain insurance of the types and limits described below:
Commercial General Liability Insurance written on an occurrence basis including coverage for products and completed operations and blanket contractual. The amount of insurance shall be no less than:
3. Primary Insurance Limits and Umbrella Coverage
 - *One Million Dollars (\$1,000,000) per occurrence for bodily injury/personal injury liability.
 - *One Million Dollars (\$1,000,000) per occurrence for property damage liability.
 - *As an alternate to the above the Contractor may insure for One Million Dollars (\$1,000,000) combined single limit protection for both bodily injury and property damage liability per occurrence and Two Million Dollars (\$2,000,000) general aggregate stop loss.
 - *One Million Dollars (\$1,000,000) per accident for bodily injury liability including sickness, disease, or death and property damage liability because of damage to or destruction of property of others including loss of use thereof arising out of operation of automobiles.
 - *One Million Dollars (\$1,000,000) for claims for damages insured by personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor or (2) by another person.
 - *One Million Dollars (\$1,000,000) for claims involving blanket contractual liability insurance.

For projects less than \$35,000. The Contractor shall provide an umbrella policy which provides excess limits over the primary layer in the amount of not less than One Million Dollars (\$1,000,000).

For projects more than \$35,000. The Contractor shall provide an umbrella policy which provides excess limits over the primary layer in the amount of not less than Two Million Dollars (\$2,000,000).

4. Insurance companies providing coverage shall be licensed to do business in the State of Washington and carry a Best's rating of "A" or better.
5. The coverage afforded by the insurance carrier shall be primary and non-contributing with any insurance or self-insurance pool coverage carried by the District.
6. Policies shall provide that coverage shall not be cancelled or materially altered without forty-five (45) days prior written notice to the District and shall also provide for ten (10) days written notice in the event of cancellation for non-payment of premium.
7. Contractor shall furnish the District with original certificates and a copy of amendatory endorsements, including but not necessarily limited to the additional insured endorsement or equivalent. The Contractor shall supply such certificates prior to commencement of the work and at renewal of any policy.

SAMPLE
FORM OF PROPOSAL

TO: BETHEL SCHOOL DISTRICT NO. 403
CONSTRUCTION DEPARTMENT
516 176th Street East
Spanaway, WA 98387-8339

FROM: (Company Name) _____

The undersigned having carefully examined the Construction Documents entitled:

**PROJECT MANUAL
FOR**

PROJECT NO: _____
QUOTE NO. _____

and the drawings similarly entitled and the site of the proposed work, and being familiar with all the conditions affecting the construction of the proposed project, hereby proposes to furnish all labor, materials and supplies, and to construct the Project and perform all work as required by and in strict accordance with the contract documents at the prices stated below.

BASE BID

DOLLARS: \$ _____ Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

ADDENDA

Receipt of Addenda numbered _____ is hereby acknowledged and the costs of the work therefore have been included in the Proposal.

OVERHEAD AND PROFIT

The above Proposal shall include overhead and profit.

SALES TAX

The retail sales tax must not be included in the Proposal sum. The School District will pay such taxes proportionally with each approved pay request. All other necessary fees and taxes shall be paid by the Contractor and included in the Proposal.

PERMITS

The Contractor will obtain and pay for all permits from the appropriate agencies as required.

TIME OF COMPLETION: **Substantial Completion** _____

The undersigned agrees, if awarded the contract, to complete the entire project as stipulated in the Contract Documents. The undersigned further agrees that the School District may retain from the compensation otherwise due, the liquidated damage costs incurred by the School District for each calendar day expiring beyond the time fixed for completion. This sum not to be construed in any sense as a penalty, but as liquidated damages which the School District shall sustain in the case of the failure of the undersigned to complete the work at the time stipulated. Work must begin within ten (10) calendar days after Notice to Proceed.

Before any work begins the following documents must be completed and filed with the Bethel School District, 516 176th Street East, Spanaway Washington 98387
Attn: _____ Telephone No. (253) 683-6000

PERFORMANCE BOND and MATERIAL BOND. Per RCW 39.08.010 the Contractor must provide a performance bond and material bond, each in the amount of the total contract plus sales tax. The bond is to bind the contractor and the surety company to the Bethel School District and the State of Washington.

Note: In lieu of bonds for contracts under \$25,000.00, the Contractor may request in writing that the School District retain 50% of the contract amount for a period of forty-five (45) days from the date of acceptance or until all necessary releases and settlement from liens, if any, whichever is later.

CERTIFICATE AND STATEMENT OF INSURANCE naming the Bethel School District as additional named insured. Commercial General Liability Insurance written on an occurrence basis including coverage for products and completed operations and blanket contractual. The amount of insurance shall be no less than: \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$2,000,000 each occurrence – umbrella/excess (see below). General liability certificates shall name the Bethel School District #403 as an additional insured. Automobile Liability Insurance covering all owned non-owned, hired and leased vehicles. The amount of insurance shall be no less than: \$1,000,000 each occurrence/accident. Workers' Compensation coverage as required by the Industrial Insurance Laws of the State of Washington. Employer's Liability/Stop Gap Insurance in the amount of: \$1,000,000 bodily injury/accident; \$1,000,000 bodily injury/disease – employee

For projects less than \$35,000. The Contractor shall provide an umbrella policy which provides excess limits over the primary layer in the amount of not less than One Million Dollars (\$1,000,000).

For projects more than \$35,000. The Contractor shall provide an umbrella policy which provides excess limits over the primary layer in the amount of not less than Two Million Dollars (\$2,000,000).

SUB-CONTRACTORS LIST AND UBI NUMBER

The Contractor must provide a list of all Sub-Contractors along with their UBI number.

Before any payment can be processed the following documents must be completed and filed with the Bethel School District, 516 176th Street East, Spanaway, Washington 98387
Attn: _____ Telephone No. (253) 683-6000

PREVAILING WAGE RATE SCHEDULE

The Contractor stipulates and agrees that he has reviewed the applicable prevailing wage rate schedule and has made appropriate provisions in the submitted Proposal for payment of these prevailing wage rates.

STATEMENT OF INTENT TO PAY PREVAILING WAGES approved by the State of Washington Department of Labor and Industries.

Note: AFFIDAVIT OF WAGES PAID AND REQUEST FOR RELEASE must be submitted for approval by the State of Washington Department of Labor and Industries before retainage can be paid.

RETAINAGE: In accordance with RCW 60.28, a sum of five percent (5%) of each approved Application for Payment shall be retained.

SCHOOL SECURITY: All contractors, suppliers, and visitors who come onto school property shall be required to display an identification badge on their person. This badge(s) may be obtained from the Project Manager. General contractor shall be required to administer the distribution of badges and maintain sign-out log. All School District supplied badges shall be returned before retainage is released.

WARRANTY: The contractor shall provide a written one-year warranty on all work performed. All warranties shall commence on the date of substantial completion.

The FORM OF PROPOSAL shall be signed with ink by an individual of the company who is authorized to act in that capacity.

Contractor's State of Washington License Registration No.: _____

Contractor's U B I number : _____

Name of Firm : _____

Signature : _____

Title: _____

Printed Signature: _____ Date: _____

Address: _____

City / State / Zip Code: _____

Telephone No.: _____

END OF FORM OF PROPOSAL
SAMPLE

SAMPLE

**Agreement Between the
Bethel School District No. 403
and the Contractor**

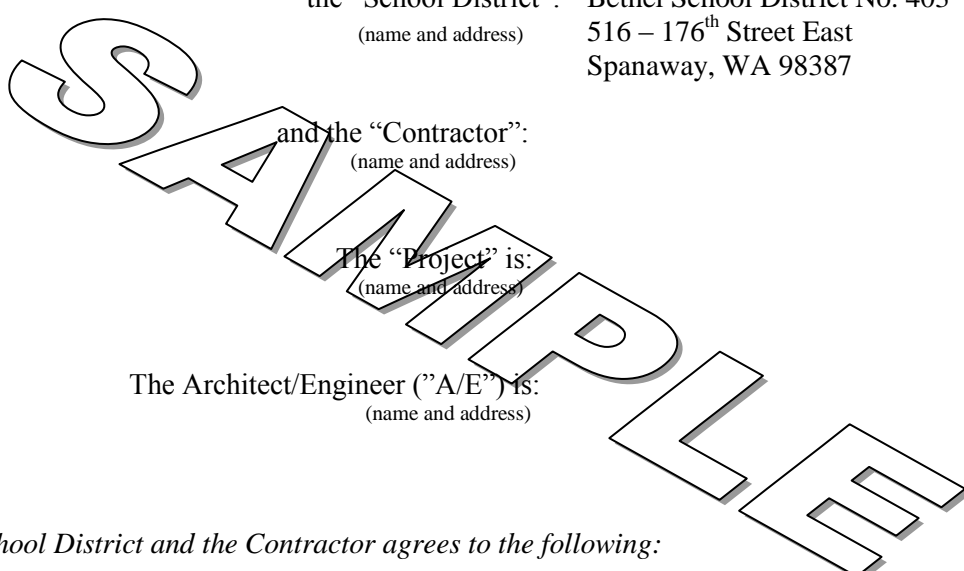
This Agreement is entered into as of the _____ day of _____, 2005, between

the "School District": Bethel School District No. 403
(name and address) 516 – 176th Street East
Spanaway, WA 98387

and the "Contractor":
(name and address)

The "Project" is:
(name and address)

The Architect/Engineer ("A/E") is:
(name and address)



The School District and the Contractor agrees to the following:

ARTICLE I THE CONTRACT DOCUMENTS

1.1 The Contract Documents consist of this Agreement, the Project Manual (which contains the Bidding Requirements, Contract Requirements, General Requirements, and the Specifications), Drawings, Addenda, and other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which are as fully a part of the Contract as if attached to this Agreement or repeated in it. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract Documents, except for modifications issued after execution of this Agreement, are enumerated as follows:

- (1) This executed Agreement between the Bethel School District and the Contractor.
- (2) The Project Manual titled _____ and dated _____, which contain Division O the Bidding Requirements and Contract Requirements, Division 1 General Requirements, and Division 2 through Division 16 the Specifications and as enumerated in attachment "A".
- (3) The Drawings dated _____ and as enumerated in attachment "B".
- (4) The Addenda (if any) as enumerated in attachment "C".
- (5) The attached Washington State Prevailing Wage Rates for Public Works Contracts dated _____.

ARTICLE 2 THE WORK

2.1 The Contractor shall execute and complete the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATES OF COMMENCEMENT AND COMPLETION

3.1 The date of commencement of the Work is the date of this Agreement, as first written above, unless a different date is stated below or a provision is made for the date to be fixed in a Notice to Proceed issued by the School District.

3.2 Before starting any work the Contractor must submit to the School District a performance bond, a payment bond, and the Contractor’s liability insurance as provided by the Contract Documents.

3.3 The Contractor shall achieve Substantial Completion of the entire Work on or _____. The Contractor shall achieve Final Completion within sixty (60) calendar days after the Substantial Completion date of _____. Both the Substantial Completion date and the Final Completion date are subject to adjustments of this Contract Time as provided in the Contract Documents.

3.4 The School District shall assess liquidated damages in the amount of \$ 500.00 per calendar day for each day beyond the Contract Time that Substantial Completion of the project is delayed. The School District shall also assess liquidated damages in the amount of \$ 500.00 per calendar for each day beyond sixty (60) days after the set Substantial Completion date of the Project that Final Completion is delayed.

ARTICLE 4 THE CONTRACT SUM

4.1 The School District shall pay the Contractor, for the Contractor’s performance of the Contract, the Contract Sum of _____ dollars (\$ _____), subject to additions and deductions as provided in the Contract Documents.

4.2 Included in the Contract Sum are the following Alternates, if any, which are described in the Contract Documents and are hereby accepted by the School District:

4.3 Unit prices, if any, are as follows: NA

4.4 Allowances, if any, are as follows: NA

ARTICLE 5 PAYMENTS

5.1 Progress Payments

(1) When the Contractor submits an approved Application for Payment the School District shall make progress payments on account of the Contract Sum to the Contractor as provided in the General Conditions.

(2) Before any payment can be processed, per RCW 39.12, the Contractor and all subcontractors of any tier must submit a “Statement of Intent to Pay Prevailing Wage” to the School District and approved by the State of Washington Department of Labor and Industries.

(3) In accordance with RCW 60.28, a sum of five percent (5%) of each approved Application for Payment shall be retained as provided in the General Condition.

5.2 Final Payment

(1) The School District will make final payment, constituting the entire unpaid balance of the Contract Sum except statutory retainage, to the Contractor when the Work has achieved Final Completion, the Agreement has been fully performed, and the School District’s Board of Directors has accepted the Work. The retainage shall be paid pursuant to RCW 60.28 and the Contract Documents.

(2) Before final payment can be processed an “Affidavit of Wages Paid” must be submitted by the Contractor and any subcontractor of any tier and certified by the Industrial Statistician of the Washington State Department of Labor and Industries with all fees paid by the Contractor or subcontractor.

(3) Before final payment can be processed the Contractor, all subcontractors of any tier, and all suppliers must submit to the School District a signed and notarized “Conditional Waiver of Lien” form. The School District will supply the “Conditional Waiver of Lien for the Contractor” and/or “Conditional Waiver of Lien for the subcontractor or supplier” form.

5.3 Payments due and unpaid under the Contract Documents shall bear interest as specified by RCW 39.76

ARTICLE 6 MISCELLANEOUS PROVISIONS

6.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

This Agreement entered into as of the day and year first written above.

SCHOOL DISTRICT
Bethel School District No. 403

CONTRACTOR

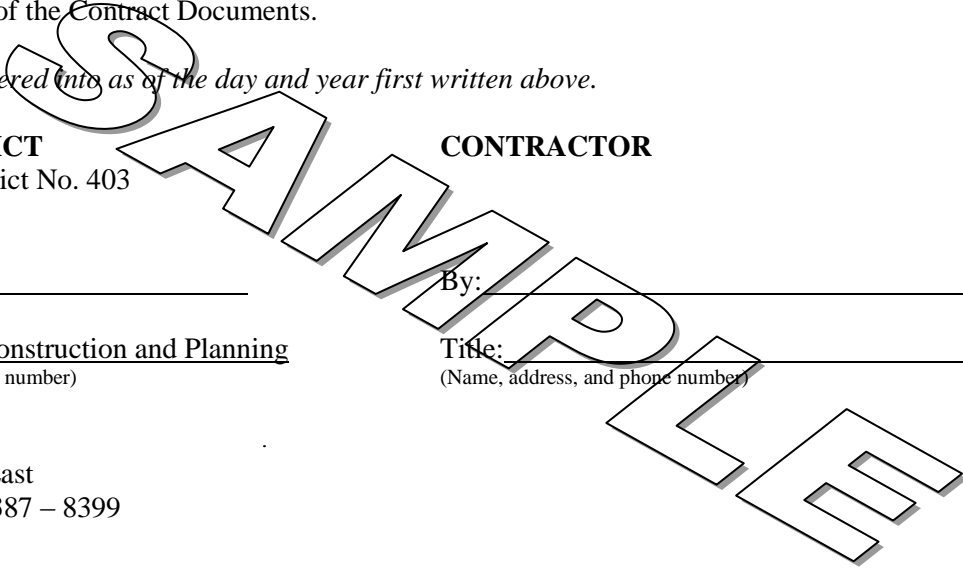
By: _____

By: _____

Title: Director of Construction and Planning
(Name, address, and phone number)

Title: _____
(Name, address, and phone number)

James Hansen
516 – 176th Street East
Spanaway, WA 98387 – 8399
(253) 683 – 6040



SAMPLE

UNCONDITIONAL WAIVER OF LIENS & CLAIMS

KNOW ALL CONCERNED THAT _____, (SUBCONTRACTOR/SUPPLIER) has been contracted by _____ to furnish _____ for the project known as _____, of which BETHEL SCHOOL DISTRICT #403 is the owner. For and in consideration of a final contractor amount of \$ _____ Dollars and other goods and valuable considerations, of which \$ _____ Dollars is outstanding retainage at this date, will constitute full and final payment and releases any and all liens or claims, or rights thereof, for work done or materials supplied on the above-described premises and improvements thereon by the undersigned.

DATED this _____ day of _____, 20____.

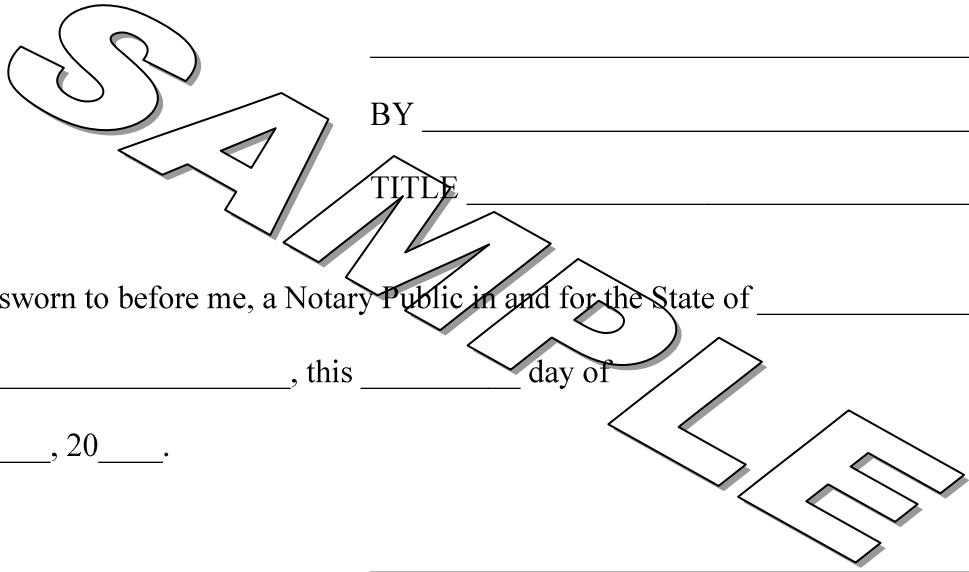
Company Name.

BY _____

TITLE _____

Subscribed and sworn to before me, a Notary Public in and for the State of _____ residing in _____, this _____ day of _____, 20____.

NOTARY PUBLIC MY COMMISSION EXPIRES: _____



SAMPLE

UNCONDITIONAL WAIVER OF LIENS & CLAIMS FOR GENERAL CONTRACTOR

KNOW ALL CONCERNED THAT _____,

(General Contractor) has completed the project known as _____

located at _____ of which BETHEL SCHOOL DISTRICT #403 is the owner. For and in consideration of a final contract amount of \$ _____ dollars and other good and valuable considerations, of which \$ _____ dollars is outstanding retainage at this date, will constitute full and final payment and releases any and all liens or claims, or rights therefore, for work done or materials supplied on the above-described premises and improvements thereon by the undersigned.

DATED this _____ day of _____, 20 _____.

Company Name.

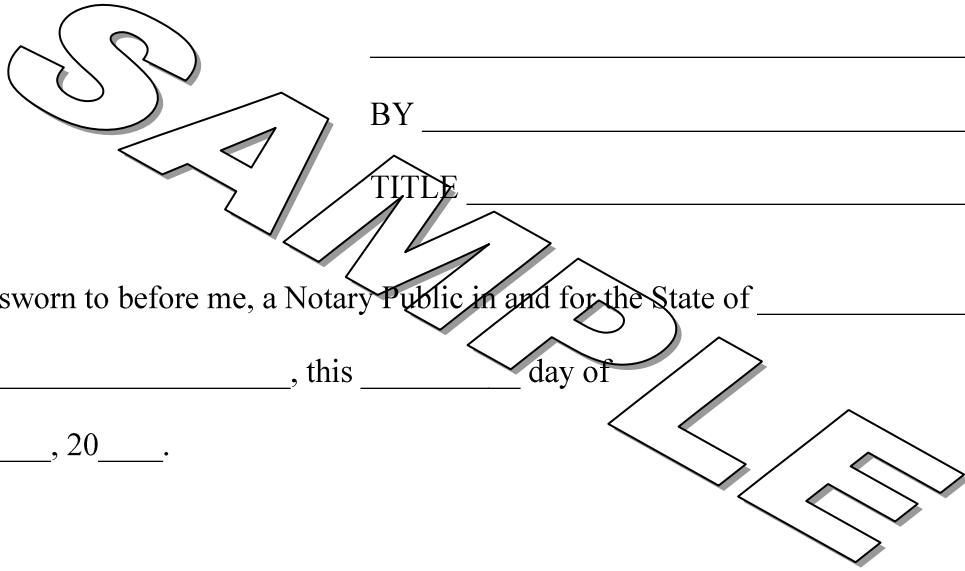
BY _____

TITLE _____

Subscribed and sworn to before me, a Notary Public in and for the State of _____

residing in _____, this _____ day of _____,

_____, 20 _____.



NOTARY PUBLIC
MY COMMISSION EXPIRES: _____