



## City of Vancouver Small Works Roster Application

Please complete the following application (front and back) if you are interested in being placed on the City of Vancouver's Shared Small Works Roster. In addition to being used by the City of Vancouver, the Roster is used by the Cities of Battle Ground, La Center, Ridgefield and Washougal, the Town of Yacolt, Clark County and C-Tran to invite contractors to bid on public works projects valued at less than \$200,000. In order to be placed on the Small Works Roster contractors must meet & maintain the minimum qualifications listed below:

- Contractor must hold a valid Washington State Contractor's License, at the time of application and throughout enlistment on the roster.
- Contractor must hold a valid Unified Business Identifier (UBI) number, at the time of application and throughout enlistment on the roster.
- Contractor must hold the specified insurance requirements as stated in the Small Works Contract at the time of application and throughout enlistment on the roster.
- Contractor must hold a valid Employment Security Department number, at the time of application and throughout enlistment on the roster. ***A copy of the Employment Security quarterly tax statement and/or a letter from Employment Security stating your account number and status is required.***
- Contractor must hold a valid Washington State Department of Revenue excise tax registration number, at the time of application and throughout enlistment on the roster.
- Contractor must provide a list of current references and qualifications.
- Contractor must have a responsible claims history and strong safety record, at the time of application and throughout enlistment on the roster.
- Contractor must pay prevailing wages on all projects and provide proper documentation.
- Contractor must hold a valid City of Vancouver Business License prior to starting a project.

Applications are kept on file for two years and must be resubmitted to remain on the roster. A reminder notification will be mailed to contractors 30-days prior to the expiration of the application.

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

Mailing Address: \_\_\_\_\_  
City State Zip

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

Contact Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Ownership Type:       Corporation     Individually Owned       Partnership

Minority Classification:     MBE                       WBE                       DBE

Minority Certification Number: \_\_\_\_\_

State of Washington Contractors Registration Number: \_\_\_\_\_

Washington Unified Business Identifier Number: \_\_\_\_\_

Employment Security Department Number: \_\_\_\_\_

**(Provide a copy of your quarterly tax statement and/or a letter from Employment Security)**

**Contractor Safety Experience:**

Sole Proprietor: This section does not apply to sole proprietors. Check the box if you are a sole proprietor and skip this section. A sole proprietor is an individual that NEVER has employees working for him or her.

Provide your compensation Experience Modification Rate for the last four years. If score is above 1.0 provide explanation. Rates above 1.0 may be rejected. This rate is given to your company every year from the Department of Labor & Industries. If you do not know these rates call Labor & Industries or check their website at <https://fortress.wa.gov/lni/crpsi/>.

\_\_\_\_\_2006      \_\_\_\_\_2007      \_\_\_\_\_2008      \_\_\_\_\_2009      \_\_\_\_\_2010

*Please use the most recent year's log to provide the following:*

• *Number of lost workday cases:* \_\_\_\_\_

• *Number of fatalities:* \_\_\_\_\_

Does the contractor conduct project safety inspections?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does the contractor have a written Safety Program?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does the contractor have a safety orientation program for new hires?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does contractor have a safety program for foreman?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

**References – Please provide references for public works projects:**

**Name of Project #1:**

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Owners Name & Phone Number:

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Prime Contractor (If not your firm):

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Contract Amount:

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Month & Year Project Complete:

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**Name of Project #2:**

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Owners Name & Phone Number:

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Prime Contractor (If not your firm):

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Contract Amount:

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Month & Year Project Complete:

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**Name of Project #3:**

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Owners Name & Phone Number:

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Prime Contractor (If not your firm):

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Contract Amount:

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Month & Year Project Complete:

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**Name of Project #4:**

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Owners Name & Phone Number:

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Prime Contractor (If not your firm):

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Contract Amount:

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Month & Year Project Complete:

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**Areas of Primary Expertise:**

- |  |  |
|--|--|
| <input type="checkbox"/> Asbestos Abatement *                    | <input type="checkbox"/> Granite Installation/Cemetery Monuments |
| <input type="checkbox"/> Asphalt Paving                          | <input type="checkbox"/> Guard Rail Installation/Repair          |
| <input type="checkbox"/> Audio/Visual                            | <input type="checkbox"/> Gutters & Downspouts                    |
| <input type="checkbox"/> Boring                                  | <input type="checkbox"/> Heating & Air Conditioning              |
| <input type="checkbox"/> Building Repair/Remodel                 | <input type="checkbox"/> High Voltage Wiring                     |
| <input type="checkbox"/> Building/Structure Moving               | <input type="checkbox"/> Insulation                              |
| <input type="checkbox"/> Cabling/Telecommunications              | <input type="checkbox"/> Irrigation                              |
| <input type="checkbox"/> Carpenter                               | <input type="checkbox"/> Landscaping                             |
| <input type="checkbox"/> Carpet/Floor Covering                   | <input type="checkbox"/> Lead Base Paint Abatement               |
| <input type="checkbox"/> Cathodic Protection Services            | <input type="checkbox"/> Leak Detection                          |
| <input type="checkbox"/> Cell Tower/Antenna/Coax Installation    | <input type="checkbox"/> Locker Installation                     |
| <input type="checkbox"/> Chemical/HazMat Cleanup                 | <input type="checkbox"/> Locksmith                               |
| <input type="checkbox"/> Commercial Appliance Repair             | <input type="checkbox"/> Low Voltage Wiring                      |
| <input type="checkbox"/> Communications                          | <input type="checkbox"/> Manhole Rehabilitation                  |
| <input type="checkbox"/> Concrete Placement & Finishing          | <input type="checkbox"/> Marine Construction                     |
| <input type="checkbox"/> Contaminated Soils Removal & Disposal * | <input type="checkbox"/> Masonry                                 |
| <input type="checkbox"/> Crane Maintenance                       | <input type="checkbox"/> Millwork                                |
| <input type="checkbox"/> Demolition                              | <input type="checkbox"/> Mold Remediation                        |
| <input type="checkbox"/> Disaster Restoration                    | <input type="checkbox"/> Overhead Door Services                  |
| <input type="checkbox"/> Diving/Salvage                          | <input type="checkbox"/> Painting                                |
| <input type="checkbox"/> Dredging                                | <input type="checkbox"/> Parks Construction                      |
| <input type="checkbox"/> Drilling                                | <input type="checkbox"/> Pest Control                            |
| <input type="checkbox"/> Drywall                                 | <input type="checkbox"/> Pile Driving                            |
| <input type="checkbox"/> Electrical                              | <input type="checkbox"/> Plumbing                                |
| <input type="checkbox"/> Elevator Maintenance                    | <input type="checkbox"/> Pool Maintenance/Repair/Installation    |
| <input type="checkbox"/> Environmental/Stream Enhancement        | <input type="checkbox"/> Pressure Washing                        |
| <input type="checkbox"/> Erosion Control                         | <input type="checkbox"/> Pump Installation/Repair                |
| <input type="checkbox"/> Excavating                              | <input type="checkbox"/> Restoration Services                    |
| <input type="checkbox"/> Fabrication                             | <input type="checkbox"/> Roofing                                 |
| <input type="checkbox"/> Fencing                                 | <input type="checkbox"/> Sandblasting                            |
| <input type="checkbox"/> Fire Proofing                           | <input type="checkbox"/> Security System                         |
| <input type="checkbox"/> Fire Protection Systems                 | <input type="checkbox"/> Seismic Upgrades                        |
| <input type="checkbox"/> Flagging                                | <input type="checkbox"/> Specialty Coatings                      |
| <input type="checkbox"/> Framing                                 | <input type="checkbox"/> Septic System Installation & Service    |
| <input type="checkbox"/> Fuel Pump Repair                        | <input type="checkbox"/> Signage                                 |
| <input type="checkbox"/> Fuel Tank Systems                       | <input type="checkbox"/> Skate Park Construction                 |
| <input type="checkbox"/> Gate Installation                       | <input type="checkbox"/> Slope Stabilization                     |
| <input type="checkbox"/> General Contractor                      | <input type="checkbox"/> Soil Remediation                        |
| <input type="checkbox"/> Generator Service/Repair                | <input type="checkbox"/>   |
| <input type="checkbox"/> Glass/Window Installation               | <input type="checkbox"/> Storage Tank Removal                    |
| <input type="checkbox"/> Grading                                 | <input type="checkbox"/> Striping                                |
| <input type="checkbox"/> Graffiti Removal                        | <input type="checkbox"/> Storage Systems & Installation          |
|  | <input type="checkbox"/> Structural Steel                        |

**Areas of Primary Expertise (con't):**

- Stump Grinding
- Traffic Signalization
- Tree Trimming/Services
- Utilities Construction
- Water Filtration
- Waterproofing
- Welding
- Well Drillers
- Wetland Mitigation
- Wi-Fi
- Window Coverings
- Window Tinting
- Wood Grinding/Recycling
- Other

\_\_\_\_\_  
\_\_\_\_\_

\* Special license and insurance required on a per project basis.

By signing below, I agree, on behalf of the company named below, to the terms and conditions of the small works contract; and I agree to maintain a current copy of the required insurance certificate on file with the City:

Signed: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**SMALL WORKS CONTRACT  
PUBLIC IMPROVEMENTS OR BUILDING  
MAINTENANCE**

**(For contracts less than \$200,000 to be awarded to Pre-qualified and Listed Contractor)**

**Scope of Work:** When or if the City decides to award a contract to a listed Contractor as contemplated above in Section 1 it shall prepare a written "project specification agreement" or a purchase order. The project specification agreement and/or purchase order shall describe in detail the improvement or maintenance to be performed, shall incorporate the earlier "agreement" and shall be signed and dated by the City's Procurement Services Manager and shall be subject to all terms of this agreement.

**Contractor's Obligation:** The Contractor agrees that for each public improvements and/or building maintenance project it is awarded through the Small Works Roster it will furnish all materials, labor, tools, machinery, and implements of every description necessary for completing such work. All work shall be done in accordance with the Contract Documents and in accordance with all state, federal and local laws and regulations, including but not limited to the ordinances of the City of Vancouver. The Contractor agrees to do the work and furnish the materials in a most substantial and workmanlike manner according to the Contract Documents and within the time limits stated in the Contract Documents. Unless otherwise specified in the Contract Documents, all projects with the City of Vancouver shall be governed by the current year's Standard Specifications for Road, Bridge and Municipal Construction as published by the Washington State Department of Transportation.

It is the intent of Owner to award a contract to the lowest responsive and responsible bidder. In accordance with RCW 39.04. \_\_ (SHB 2010/Chapter 133, Laws of Washington 2007), before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The bidder may be required to provide the City documentation demonstrating compliance with the criteria. The bidder must:

1. Have a current certificate of registration compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. Before award of contract, if applicable:
  - a) Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
  - b) Have a Washington Employment Security Department number, as required in Title 50 RCW;
  - c) Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
4. At the time of award of contract, not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

**Subcontractor Responsibility:** The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.

At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
  - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
  - b. A Washington Employment Security Department number, as required in Title 50 RCW;
  - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
  - d. An electrical contractor license, if required by Chapter 19.28 RCW;
  - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

**City's Obligation:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay the Contractor in the manner and in the times provided in the Contract Documents and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington. The amount finally to be paid is, however, variable upon the amount of work done and/or materials furnished pursuant to unit prices, if any, fixed in the Contractor's Proposal or as modified by any or all approved change orders.

**Permits:** The Contractor agrees to make all necessary arrangements and to obtain all necessary permits to do the work required and covered by this Contract from the United States and any of its subdivisions or agencies and the State of Washington and any of its subdivisions or agencies.

**Insurance:** The Contractor agrees to the following requirements relating to insurance coverage. Said certificate must be provided on a standard "ACORD" form, or its equivalent, and must provide that coverage shall not be canceled or modified without 30 days prior written notice to the City of Vancouver.

In addition, all policies shall be issued by an insurance company licensed to do business in the State of Washington. The City of Vancouver may inspect all policies and copies shall be provided to the City upon request.

Required insurance coverage is as follows:

- Commercial General Liability Insurance
- \$1 Million per Occurrence Limit
- \$1 Million Auto Liability Coverage
- \$2 Million General Aggregate Limit
- \$1 Million Products – Completed Operations Aggregate Limit
- Washington Stop Gap. This must be indicated on the certificate.

**Insurance (con't):**

- City Named as an Additional Insured. This must be indicated on the certificate.

**Worker's Compensation** The Contractor shall comply with the State Washington, Department of Labor and Industries Industrial Insurance program, for all of its employees who are required to be so covered by the laws of the State of Washington and in case any work is subcontracted, the Contractor shall require the subcontractor to provide worker's compensation insurance for all of its employees unless or to the extent that such employees are covered by the protection provided by the Contractor.

**Employment Security.** The Contractor shall comply with all employment security laws of the State of Washington, and shall timely make all required payments in connection therewith.

**Contractor's Bond:** The Contractor agrees that for projects of \$35,000 or more, before it undertakes performance of the Contract, it will file with the City a Performance and Payment Bond in the full amount of the Contract price, executed by itself as a principal and one or more surety companies authorized to do business in the State of Washington as surety. The bond shall be supplied on a City of Vancouver approved form and be approved by the City of Vancouver's Risk Manager.

**Payment of Suppliers:** The Contractor agrees to pay in a timely manner all suppliers of labor, materials, and equipment utilized in operations under the Contract.

**Hours of Work:** The Contractor agrees that all persons employed by it and by any of its subcontractors in work done pursuant to this Contract shall not be employed in excess of eight hours in any one day, except as in accordance with CH.49.28 RCW.

**Payment of Labor:** The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the work of this Contract will be paid not less than the prevailing rate of wage for an hour's work in accordance with the provisions of Ch.39.12, RCW and all such rules and regulations as may be promulgated thereto by the Washington Department of Labor and Industries.

In case any dispute arises as to what the prevailing rate of wage for work of a similar nature are and such dispute cannot be adjusted by the parties involved, the matter shall be referred to the Director of the Department of Labor and Industries of the State of Washington for arbitration and the director's decision therein shall be final and conclusive and binding on all parties involved in the dispute.

**Payment:** Invoices will be paid thirty (30) days after the City's receipt and acceptance of the materials or completion and acceptance of the services, provided that all appropriate forms have been submitted. Payment periods will be computed from either the date of delivery of all goods ordered, the completion of all services, or the date of receipt of a correct invoice, whichever date is later. This section is not intended to restrict partial payments that are specified in the contract. No payment shall be due prior to the City's receipt and acceptance of the items identified in the invoice thereof.

Notwithstanding the provisions above, the City reserves the right to refuse payment, in whole or in part, until such time as the City is satisfied that the Contractor and its subcontractors have satisfied all claims and requirements of the Washington Department of Revenue and Washington Department of Labor and Industries, as well as all claims of suppliers or labor, materials, or equipment.

**Indemnification:** Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents

from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature (including patent infringement or copyright claims) arising out of, or in connection with, or incident to, the performance of services pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the sole negligence of the City. Contractor specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by Chapter 4.24.115 RCW. Contractor is an independent contractor and responsible for the safety of employees.

**Ownership of Records and Documents – Public Disclosure:**

All materials, writings and products produced by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such materials, writings and products to the City. A copy may be retained by the Contractor. In the event the City receives a public record request for such materials, writings of products the City may, in its discretion, notify the Contractor of such request and withholds disclosure of such information for not less than five (5) business days to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees, or penalty assessment under Ch.42.17 RCW.

**Assignment:** This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without express written authorization.

**Contract Documents:** In case of conflict, the precedence of the following documents in controlling the work shall be:

1. Addenda,
2. Request for Quotation,
3. Special Provisions,
4. Contract Plans
5. Small Works Contract,
6. Permits from Outside Agencies,
7. Amendments to the Standard Specifications,
8. Standard Specifications, and
9. Standard Plans

Change Orders, force accounts, supplemental agreements and approved revisions to the Drawings and Specifications will take precedence over Contract Documents.

**Termination:** The City may terminate the Contract upon 30 days written notice.

**Withdrawal from the Small Works Roster:** The City or Contractor may terminate the Contractor's participation on the Small Works Roster upon 30 days written notice.