

**CITY OF QUINCY
PUBLIC WORKS DEPARTMENT**
PO Box 338 / 21 A ST. NW.
Quincy, WA. 98848
(509) 787-4131 FAX (509) 787-2212



Jim Hemberry, Mayor

Dave Reynolds, Maintenance Supervisor

Sue Miller, Finance Officer / City Clerk

2008 SMALL WORKS ROSTER APPLICATION PACKET

FOR

THE CITY OF QUINCY

FOR INFORMATION REGARDING THIS CONTRACT CONTACT:

**CITY OF QUINCY
P.O. BOX 338
21 A STREET NW
QUINCY, WASHINGTON, 98848
509-787-4131**

City of Quincy
2008 Small Works Roster Application
Instructions to Contractors



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

1. **Documents to be submitted:** Firms who are interested in being placed on the City of Quincy Small Works Roster shall submit the following:
 - a. A completed application form signed by an authorized agent of the company along with any documents requested in the application.
 - b. An executed Small Works Contract.
 - c. An executed General Conditions form.
 - d. 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 City 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 City prior to issuing a Notice to Proceed.
4. **City's Representative:** The City's representative for the project, who assumes duties and responsibilities and has rights and authority assigned in the Contract Documents in connection with completion of small works projects in accordance with the Contract Documents, shall be the Public Works Maintenance Supervisor. The City's Representative can be reached at 21 A St. NW, by phone at 509-787-4131, by fax at 509-787-1284, or by e-mail drenolds@quincywashington.us or gkoenig@nwi.net.

SMALL WORKS ROSTER APPLICATION FOR CONTRACTORS

To: The City of Quincy
PO Box 338
Quincy, Washington 98848
Attention: Small Works Roster
Telephone: (509) 787-4131 Fax: (509) 787-1284



Contractors wishing to make application to the City of Quincy, Washington ("City") as a responsible Contractor for placement on the Small Works Roster ("Roster") for contracts less than \$200,000.00, pursuant to the City's Small Works Roster Resolution, shall complete and submit the following application and related documents. Incomplete applications will not be accepted.

1. Name of Applicant _____

2. Washington State Contractor Registration Number _____

3. Federal Employer Identification Number (EIN) _____

4. Washington Unified Business Identification Number (UBI) _____

5. Contact Person for Small Works Roster Quotes _____

6. Address and Telephone of Applicant

a. Mailing _____

d. Telephone _____

b. Street _____

e. E-Mail _____

c. City _____

f. Fax _____

7. If applicant is a corporation:

a. State of incorporation _____

b. Name and address of registered agent _____

c. Names and addresses of officers of the corporation. Indicate those authorized to sign contracts _____

d. Number of years corporation has been in business _____

8. If applicant is a partnership:

a. Names and addresses of all partners _____

b. Length of time partnership has been in business _____

9. If the applicant is a sole proprietorship, how long have you been in business? _____
10. Has the applicant paid all current license fees to the State of Washington? _____
11. On the following list, check each classification of work that the applicant is interested in **and** qualified to perform. Classifications shall be limited to those listed:

Classifications	Qualified
1. Asbestos Removal & Hazardous Waste Disposal	_____
2. Asphalt Concrete Paving	_____
3. Bituminous Surface Treatment	_____
4. Building Construction & Remodeling	_____
5. Cabinetry	_____
6. Communication Cable Installation & Repair	_____
7. Concrete and Masonry	_____
8. Crane & Operator	_____
9. Doors, Windows, Overhead Doors	_____
10. Earthwork and Grading	_____
11. Electric - Commercial and Industrial	_____
12. Elevator Installation	_____
13. Fencing-Chain Link and Barbed Wire	_____
14. Fire Extinguisher Service	_____
15. General Construction by General Contractors	_____
16. Gravel Surfacing	_____
17. Heating & Ventilating Systems Installation and Repair	_____
18. Irrigation System Installation and Repair	_____
19. Landscape Installation and Repair	_____
20. Painting and Industrial Coating	_____
21. Plumbing -Installation and Repair	_____
22. Roofing Installation and Repair	_____
23. Steel Fabrication and Welding, Machine Work	_____
24. Water/Sewer Mains-Installation, Testing & Repair	_____
24. Waterline installation for fire suppression (Level U License)	_____
25. Well Drilling	_____
26. Weed Control	_____
27. _____	_____
28. _____	_____

- _____ Hard Hats
- _____ Safety Vests
- _____ Lifting Rigging
- _____ Respiratory Equipment
- _____ Man Lifts
- _____ Safety Harness
- _____ Confined Space Entry Equipment

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

15. Attach registration number or other evidence that applicant is a registered Contractor under the provisions of RCW 18.27.

16. 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.

17. Attach your last fiscal year's balance sheet.

18. Affirm that applicant will pay wages and benefits, to craftsmen employed on work, which prevail in the locality of the work as determined by the Department of Labor and Industries. The contractor will file the necessary Intent to Pay Prevailing Wages and Affidavit of Wages Paid forms with the Department of Labor and Industries. No monies owed the contractor will be disbursed until the Intent to Pay Prevailing Wage form is received by the City. In the event that funding for a Small Works Roster project is provided, in whole or in part by an agency which is required by federal law to comply with the Davis Bacon Act, the Contractor shall comply with all applicable statutes. If a project requires Davis Bacon compliance, such requirements shall be noted in the special provisions provided at the time of solicitation of quotations.

19. 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.

20. 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 City 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. Pursuant to RCW 39.08.010, on contracts of \$25,000 or less, the contractor may elect to have the City retain fifty percent (50%) of the contact price for a period of 30 days after final acceptance in lieu of providing a performance bond.

21. The applicant agrees to submit within ten (10) days of award of each Roster project a completed Insurance Certificate naming the City of Quincy as additional insured.

22. The applicant is submitting with this application an executed Small Works Contract.
23. The applicant is submitting with this application a signed General Conditions form.
24. The applicant agrees to perform all work in a safe and efficient manner which complies with all applicable labor and safety laws and regulations.
25. Applicant may identify any special qualifications or limitations that may be of assistance to the City in evaluating applicant's qualifications for particular types of work or projects. If necessary, attach any separate documents that applicant deems useful in this regard.
26. Applicant agrees to keep current records of any applicable licenses, certifications, registrations, bonding, insurance or other appropriate matters on file as a condition of being placed on the Roster.

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 City's Small Works Roster and will be given an opportunity to submit quotations for small works projects within those designated categories.

Signature

Typed Name

Title

Date

SMALL WORKS CONTRACT

THIS SMALL WORKS CONTRACT is made by and between the City of Quincy, a municipal corporation (the City) and the undersigned Contractor (the Contractor).

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

1. This Small Works Contract binds the City 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 City, 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 City'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 City's solicitation for quotations;
 - The Contractor's Proposal submitted in response to the City'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 project.
5. This Small Works Contract binds the parties and their successors and assigns

and is effective until December 31, 2008 or until the Contractors obligations pertaining to a specific Project have been satisfied, whichever is later.

Contractor Name

Authorized Signature, Owner/Officer

ADDRESS: _____

THE CITY OF QUINCY, WASHINGTON

Contract approved _____, 2008.

Dick Zimbelman, Mayor

ATTEST:

Sue Miller, City Clerk

GENERAL CONDITIONS

SMALL WORKS ROSTER CONTRACTS

The following General Conditions are made part of the Contract between the City and Contractor for Small Works Roster projects awarded by the City of Quincy.

1. WARRANTY: The Contractor warrants to the City the work and all component parts thereof provided for under a contract (the Contract) for a Project (the Work) shall perform and operate for the purpose(s) specified, shall be new and free from defects in material and workmanship, shall meet all applicable specifications, including those relating to performance contained in the Contract, and that the Work will be performed in a competent manner in accordance with accepted professional standards. The foregoing warranties shall apply to defects or deficiencies occurring within a period of two (2) years from the date of final acceptance of the Work.

If the Work does not meet the warranties specified above, the Contractor, within a reasonable time after receipt of written notice from the City, shall correct any defect so specified, at the Contractor s cost. In the event the Contractor fails to remedy any such defect in a timely manner, the City may undertake such remedy as it deems reasonably necessary and the Contractor shall bear all costs reasonably associated with said remedial action by the City.

Neither the final payment, nor partial or entire use of the Work by the City, shall relieve the Contractor of liability with respect of the warranties referred to in this contract or any other warranties expressed or implied. The warranty provided herein is in addition to, and not in lieu of, any other guarantee and/or warranties, rights or remedies and shall not in any way limit the same.

2. ASSUMPTION OF LIABILITY: The Contractor will indemnify and hold harmless the City and any and all of the City's officers, principals, agents and employees, from any liability, loss, damage, cost, charge or expense, whether direct or indirect and whether occasioned by injury or loss to persons or property, to which the City or said other indemnitees may be put or subject by reason of any act, action, neglect, omission or default by the Contractor or any of the Contractor's or subcontractor's officers, principals, agents or employees, arising from or relating to the Work, specifically including any liability or alleged liability of any indemnitees that may arise from injury or loss suffered by any employee of the Contractor or any subcontractor regardless of any immunity provided by the Washington Industrial Insurance Act, RCW Title 51, or any other applicable law. This section shall not apply where such injury or loss is solely caused by the negligence of the indemnitee. With regard to any claim based on the concurrent negligence of the Contractor, and the Contractor s agents or employees, and the City, the Contractor s liability under this section shall apply to the full extent of the negligence of the Contractor, and the Contractor s agents or employees.

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

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 City.

5. TIME FOR COMPLETION: The Contractor shall complete the Work to the reasonable satisfaction of the City, free of all claims, liens and charges, within 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 City s solicitation for quotations, the Contractor represents and warrants to the City 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 City or its agents, employees or contractors.

7. PREVAILING WAGES: The Contractor, and its subcontractors, if any, shall fully comply with all applicable provisions of RCW Chapter 39.12, concerning payment of prevailing wages, including the filing and payment of fees for all required statements and affidavits. The prevailing wages in effect at the time of proposal for the Project will be included in the Specifications when the City makes a solicitation for quotations. The Contractor may also determine the prevailing wages in effect by contacting the Washington Department of Labor and Industries, ESAC Division, General Administration Building, Olympia, Washington 98504 (360) 902-5335. In the event that funding for a Small Works Roster project is provided, in whole or in part, by an agency which is required by federal law to comply with the Davis Bacon Act, the Contractor shall comply with all applicable statutes. If a project requires Davis Bacon compliance, such requirements shall be noted in the special provisions provided at the time of solicitation of quotations.

8. CONTRACTOR S RESPONSIBILITY: The Contractor will prosecute the Work in accordance with instructions, descriptions and/or plans and specifications provided by the City. 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 or destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by the Contractor, the Contractor shall receive, unload, store and handle same at site and become responsible therefore as though such materials and/or equipment were being furnished by the Contractor.

9. INSURANCE: The Contractor shall, at its expense, provide for the payment of workers compensation benefits to their employees and/or to their dependents employed on or in connection with the Work covered by the Notice to Proceed, in accordance with the laws of the state of Washington. The Contractor shall also, at their expense, provide for minimum insurance coverages as follows: general liability in the amount of \$500,000, employer's liability in the amount of \$500,000. This insurance shall be in effect prior to performing any Work under the Contract and shall remain in effect for the duration of the Work covered by the Notice to Proceed. Additional insurance requirements or conditions may be added to the order by addendum and the City, at its discretion, may require the Contractor to provide evidence of such insurance. These insurance requirements shall not be deemed to limit the Contractor's liability to the City or any third party.

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. 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 Grant 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.

13. MATERIAL SAFETY DATA SHEETS: The Contractor agrees to furnish Material Safety Data Sheets (Form OSHA-20) applicable for hazardous or potentially hazardous products.

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

These General Conditions are agreed to by _____
Company Name

By _____
Signature of Authorized Representative Date

Policy includes coverage for:

YES

NO

Damage caused by blasting, collapse or structural injury, or damage to under ground utilities

Liability assumed in construction agreements and other types of contracts or the insured operations.

All owned, hired or non-owned automotive equipment used in connection with the insured operations

LIMITS OF LIABILITY

FORM OF COVERAGE BODILY INJURY PROPERTY DAMAGE

Liability other than Automobile	Each Person	\$ _____	Each Accident	\$ _____
	Ea. Accident	\$ _____	Aggregate	\$ _____

Liability Automobile	Each Person	\$ _____	Each Accident	\$ _____
	Ea. Accident	\$ _____	Aggregate	\$ _____

Railroad Protective Public Liability and Property Damage	Each Person	\$ _____	Each Accident	\$ _____
	Ea. Accident	\$ _____	Aggregate	\$ _____

Date Issued: _____

(Insurance Company)

(Authorized Representative)

(Date)