

**SMALL WORKS CONTRACT
PUBLIC IMPROVEMENTS OR MAINTENANCE
(For contracts less than \$300,000)**

Scope of Work: The terms, conditions and requirements of this Small Works Contract shall be incorporated into any project a Contractor performs under the Small Work Roster. When or if the Port decides to award a contract to a listed Contractor through the Small Works Roster, it shall prepare a Request for Quotation or a purchase order which shall describe in detail the improvement or maintenance to be performed. The Contractor will not begin work until a signed and dated purchase order or Notice to Proceed has been received from the Port's Authorized Representative.

Contractor's Obligation: The Contractor agrees that for each public improvement and/or building maintenance project that 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. 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 Port 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.

In order to become an approved Small Works Contractor and in accordance with Revised Code of Washington (RCW) 39.04.350 the contractor must meet the following bidder responsibility criteria to be considered a responsible bidder. The contractor may be required to provide the Port documentation demonstrating compliance with the criteria. The contractor must:

- a. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, **which must have been in effect at the time of bid submittal;**
- b. **Before award of contract**, have a current Washington Unified Business Identifier (UBI) number;
- c. **Before award of contract**, if applicable:
 - i. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
 - ii. Have a Washington Employment Security Department number, as required in Title 50 RCW;
 - iii. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
- d. **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).
- e. Until December 31, 2013, not have violated more than one time the off-site, prefabricated, non-standard, project specific items reporting requirements of RCW 39.04.370.
- f. Supplemental responsible bidder criteria, if applicable.

Pursuant to RCW 39.06.020, the contractor who is awarded the contract must verify responsibility criteria in accordance with RCW 39.04.350 and as listed in a) – d) above for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility listed in a) – d) above and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW. This verification requirement, as well as the responsibility criteria, must be included in the project contract and in each subcontract of every tier.

Port'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 Port, the Port agrees to pay the Contractor in the manner and in the times provided in the Contract Documents and in accordance with the policies of the Port 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 and any municipalities.

Insurance: The Contractor agrees to the following requirements relating to insurance coverage and shall provide appropriate insurance certificates and endorsements to the Port. 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 Port of Vancouver. In the event project specific insurance requirements apply, Port of Vancouver will request proof of coverage prior to issuance of Notice to Proceed. In addition, all policies shall be issued by an insurance company licensed to do business in the State of Washington. Minimum required insurance coverage is as follows:

A policy of Commercial General Liability Insurance, including:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$1,000,000 Products & Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury, each offense
- Washington Stop Gap (this must be indicated on the certificate)/Employers' Liability:
 - \$1,000,000 Each Accident
 - \$1,000,000 Disease – Policy Limit
 - \$1,000,000 Disease – Each Employee
- Auto Liability Coverage:
 - \$1,000,000 Combined Single Limit
- Port of Vancouver named as an Additional Insured including applicable endorsements (this must be indicated on the certificate).
- Waiver of any rights of subrogation including applicable endorsements
- Port of Vancouver shall be named as Certificate Holder.

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 Port 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 Port of Vancouver approved form.

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 Chapter 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 Chapter 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.

The Contractor and its subcontractors may be required to submit weekly/bi-weekly Certified Payrolls to the Port of Vancouver upon request. The Contractor and its subcontractors are required to keep Certified Payrolls on file for a minimum of years.

Payment: Invoices will be paid thirty (30) days after the Port's receipt and acceptance of the materials or work, provided that all required forms have been submitted. Payment periods will be computed from the acceptance of all work, 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 documents. No payment shall be due prior to the Port's receipt and acceptance of the items identified in the invoice thereof.

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

For projects in excess of \$35,000 there will be reserved and retained from monies earned by the Contractor on estimates during the progress of the improvements of work, a sum equal to 5 percent of all such estimates. Said retained amount shall be held in trust in accordance with the Specifications and RCW Ch. 60.28. Every person performing labor or furnishing supplies toward the completion of said improvement of work shall have a lien upon said monies so reserved. Payment of the retained percentage shall be withheld for a period of 45 days following the final completion and acceptance of all Contract work by the Port, and shall be paid the Contractor at the expiration of 60 days per RCW 39.12, subject to any claims filed in accordance with law and receipt of the submission of all required payrolls and affidavits, and releases or certificates have been obtained from the Washington State Department of Labor & Industries, Washington State Department of Employment Security and from the Washington State Department of Revenue.

Indemnification: Contractor agrees to indemnify, defend, save and hold harmless the Port, 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 Port 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 Port. 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 RCW 4.24.115. Contractor is an independent contractor and responsible for the safety of its employees.

Governing Law: This Contract shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

Claims Resolution: The Contractor and the Port mutually agree that claims submitted in accordance with Section 1-09.11, and not resolved by nonbinding ADR processes, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

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 Port. 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 Port. A copy may be retained by the Contractor. In the event the Port receives a public record request for such materials, writings or products the Port may, in its discretion, notify the Contractor of such request and withhold 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 Port from any costs, attorney fees, or penalty assessment under Chapter 42.56 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. Purchase Order,
2. Addenda,
3. Request for Quotation,
4. Special Provisions,
5. Contract Plans
6. Small Works Contract,
7. Permits from Outside Agencies,
8. Amendments to the Standard Specifications,
9. WSDOT Standard Specifications (most current), and
10. Standard Plans

Approved change orders, force accounts, and approved revisions to the drawings and specifications will take precedence over Contract Documents.

Site Security: While on Port premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire, or other security regulations.

All Contractors who perform work within the secured area of the Port will be required to have a Transportation Worker Identification Credential (TWIC) in order to perform their duties unescorted. This program was established by Congress and is administered by the Transportation Security Agency and the United States Coast Guard. More information and guidance can be found at www.tsa.gov/twic.

Termination for Convenience: The Port, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the Port.

Withdrawal from the Small Works Roster: The Port or Contractor may terminate the Contractor's participation on the Small Works Roster upon 10 days written notice.

By signing this contract, I certify that I am an authorized signatory for the Company and acknowledge and agree to the terms and conditions of this contract.

Accepted By: _____

Company Name: _____

Printed Name: _____

UBI Number: _____

Title: _____

WA State Contractor License Number: _____

Date: _____

WA State Employment Security Account Number: _____

(Please note if exempt)