

Public Utility District 1 of Thurston County (Thurston PUD)

1230 Ruddell Rd SE, Lacey, WA 98503

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SMALL WORKS ROSTER APPLICATION FOR PRE-QUALIFICATION

Pursuant to RCW 54.04.082, Contractors wishing to be considered by the Public Utility District No. 1 of Thurston County (Thurston PUD), Washington for signature as a pre-qualified bidder under the Small Works Roster are required to complete the following application and to submit all information as may be required in support thereof. The Contractor agrees to pay the prevailing rate of wage to all employees under this agreement in accordance with RCW 39.12 and RCW 39.16 and file the necessary affidavits of compliance. The Contractor shall require any subcontractor to likewise comply with RCW 39.12 and RCW 39.16. Contractors wishing to be considered by Thurston PUD as a pre-qualified bidder must comply. Contractors hereby certify that they have not been suspended or barred from doing business with a State, Federal or other Municipal Agency.

1. Name of Applicant: _____
2. Contact, if Different than Applicant: _____
3. Address of Applicant:
 - a. Mailing: _____
 - b. Business: _____
 - c. Phone Number: _____ Fax Number: _____
 - d. Email: _____
4. Check Appropriate: Incorporated Partnership Sole Proprietorship
5. If Incorporated, list the resident agent and address. If Partnership or Sole Proprietorship, list the managing person and address.
 - a. Name: _____
 - b. Mailing Address: _____
 - c. Federal Tax Identification Number: _____
6. Number of years applicant has performed the type of work for which applicant is bidding: _____
7. **Attach** a copy of Contractor's current Washington State Contractor's License
8. **Attach** a copy of Contractor's Certificate of Insurance – (see attached requirements)
9. **Attach** a list of at least five (5) clients served over the last three (3) years including their names, addresses and location of jobs performed.
10. **Attach** a list of equipment available for work.
11. **Attach** a list of your supervisory personnel, their qualifications and years of experience.
12. Fill out **Attachment A**. Identify which work categories you are seeking prequalifications.

Application Signed By: _____

Title: _____

Date: _____

Attachment A: SMALL WORKS ROSTER PRE-QUALIFICATION CATEGORIES

Name of Applicant

Which of the following classes of work you are seeking pre-qualification.

I. WATER FACILITY CONSTRUCTION ON IMPROVEMENT WELL

A. WATER FACILITIES

- 1. Backflow Devices.....
- 2. Corrosion Control & Other Water Treatment.....
- 3. Distribution Equipment.....
- 4. Electrical Equipment.....
- 5. Generators.....
- 6. Pumps

- 7. Road Crossing (Boring, Cutting, Paving, & Patching).....
- 8. SCADA
- 9. Storage Facilities
- 10. Transmission.....
- 11. Well Drilling.....

B. TREE TRIMMING AND BRUSH CLEARING

- 1. Hand Trimming and Clearing.....
- 2. General Landscaping.....
- 3. Sprays for Brush Control.....

II. BUILDING AND MAINTENANCE

A. GENERAL BUILDING

- 1. General Contractors.....
- 2. General Materials.....
- 3. Material Buildings Construction.....
- 4. Painting
- 5. Remodel/Carpentry.....
- 6. Roofing
- 7. Small Projects Maintenance/Repair

B. ELECTRICAL

- 1. Generator Installation.....
- 2. General Electrical.....

C. SURVEYING.....

D. ARCHITECTURE.....

E. JANITORIAL SERVICES.....

**F. MISCELLANEOUS
(Excavating, Fencing, Grading, Paving, Plowing, Sand and Gravel, Signage, Trenching)**

**G. OTHER
(List any special classes not covered above)**

Insurance Requirements (Updated April 2, 2021)

COMPENSATION, PUBLIC LIABILITY, AND PROPERTY DAMAGE INSURANCE

Indemnification / Hold Harmless

The Contractor shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Insurance Term

The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

No Limitation

The Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance The Contractor's required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations for a period of three years following substantial completion of the work for the benefit of the Public Entity, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity 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 at least as broad coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Builders Risk insurance covering interests of the Public Entity, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the Public Entity upon written request by the Contractor and written acceptance by the Public Entity. Any increased deductibles accepted by the Public Entity will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until the Public Entity has granted substantial completion of the project. An installation floater may be acceptable in lieu of Builders Risk for renovation projects only if approved in writing by the Public Entity.

B. Minimum Amounts of Insurance The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products- completed operations aggregate limit.
3. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

Public Entity Full Availability of Contractor Limits

If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

Other Insurance Provision

The Contractor's Automobile Liability, Commercial General Liability and Builders Risk insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Contractor's insurance and shall not contribute with it.

Contractor's Insurance for Other Losses

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers, contractors or subcontractors as well as to any temporary structures, scaffolding and protective fences.

Waiver of Subrogation

The Contractor and the Public Entity waive all rights against each other, any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

Verification of Coverage

The Contractor shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the Public Entity a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this project. Upon request by the Public Entity, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

Subcontractors

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

Notice of Cancellation

The Contractor shall provide the Public Entity and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

Failure to Maintain Insurance

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Contractor from the Public Entity.