



REQUEST FOR PROPOSAL FOR

**100 DAVIDSON 2013 Elevator Maintenance
Agreement (3-Years)**

FOR THE

CITY OF WOODLAND

APRIL 25, 2013

WOODLAND JOB NUMBER: SMA-13-004

Prepared By:

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REQUEST FOR PROPOSAL
100 DAVIDSON 2013 ELEVATOR MAINTENANCE AGREEMENT (3-YEARS)

The following project will be accomplished as a **SMALL WORKS PROJECT** and will be subject to prevailing wage laws. All bidders must be on the Municipal Research Services Center (MRSC) Small Works Roster.

Sealed proposals for the following described work will be received by the City of Woodland at the City Hall Annex - 230 Davidson Avenue - Woodland, WA 98674 until May 9, 2013 at 2:00 P.M. If forwarded by mail, the sealed envelope containing the proposal shall be enclosed inside another envelope addressed to the City of Woodland - ATTN: Bid Proposal - P.O. Box 9 - Woodland, Washington 98674. Bids will not be accepted via facsimile or electronic mail. Each proposal shall be completely sealed in a package addressed as required. Sealed bids will be publicly opened and read aloud at 2:00 P.M. on May 9, 2013 at the City Annex - 230 Davidson Avenue - Woodland, WA 98674. A contract will be awarded or all bids rejected within 45 days after the bid opening.

PROJECT NAME: 100 Davidson Elevator Maintenance Agreement (3-Years)

PROJECT DESCRIPTION/SCOPE OF SERVICES: Contractor will provide 3 years of routine maintenance and inspections for City owned elevator located at 100 Davidson Ave., Woodland, WA 98674. Duties include but are not limited to:

- Examine, clean, lubricate, adjust and, as needed, repair or replace controller components, pumps, valves and motors and parts thereof, including: contacts and relays, resistors and transformers, solid state devices, packing, drive belts, strainers and mufflers, and exposed piping in machine room and hoistway.
- Keep guide rails properly lubricated except where roller guides are used. Repair or replace guide shoe gibs, rollers or control cables as needed.
- Relamp signals as required, during regular examinations only. Furnish hydraulic system oil compounded to our specifications.
- Twice a year examine, lubricate, adjust and, as needed, repair or replace the following accessory equipment: car and corridor hangers and tracks, door operating devices, door gibs, car fan.
- Twice a year clean elevator machine room, pit, hatch and hatch equipment, including rails, inductors, hatch door hangers, and tracks, relating devices, switches, pit stop, buffers, and car tops.
- Perform annual safety tests as required by ASME and Labor & Industries, as of the date of this Agreement.
- Any other typical maintenance needed to keep the elevator in proper working order.

The issuing office for contract documents is City of Woodland Public Works, PO Box 9; 300 E. Scott Ave., Woodland, WA 98674, (360) 225-7999. Inquiries regarding this agreement should be directed to Bart Stepp, Public Works Director. All proposals must be submitted on the bid proposal form.

This contract shall be in accordance with Division 1 - General Requirements of the 2012 Standard Specifications and Standard Plans for Road, Bridge, and Municipal Construction as prepared by the Washington State Department of Transportation and as amended under Amendments to the Standard Specifications, and the American Public Works Association, and the City of Woodland Engineering Standards for Construction.

The CITY OF WOODLAND reserves the right to cancel this request or reject any and all bids received or to waive any minor formalities of this call if in the judgment of the City Council the best interest of the City would be served.

PART I- BIDDING DOCUMENTS

BID INSTRUCTIONS

1. Intent of Plans and Specifications

It is the intention of these specifications to provide for careful, thorough, and workmanlike construction procedures in the installation of materials and equipment and in the manufacture and delivery of such materials and equipment. The bidder to whom the contract is awarded shall furnish all the material and labor necessary to complete said contract in accordance with all of its terms and conditions.

The plans and specifications shall be considered and used together. Anything appearing as a requirement of either shall be accepted as applicable to both even though not so stated therein or shown. The Engineer may furnish supplemental plans and specifications to define more clearly any requirement of the original documents; these shall be accepted by the Contractor as of the same force and effect as though they had been included among the listed drawings and in case of any conflict between the listed and the supplemental drawings, the latter shall govern. The Contractor shall not be entitled to extra payment because of his compliance with the requirements of such supplemental drawings unless they contain new requirements involving costs which clearly could not have been anticipated by an experienced contractor in his examination of the original listed drawings or could not reasonably be inferred there from the requirements of the contract.

All specifications and notes appearing on the plans shall have the same force and effect as though they were repeated herein and by this reference are incorporated herein and made a part hereof.

2. Examination of the Contract Documents

Each bidder shall thoroughly examine and be familiar with legal and procedural documents, general conditions, special provisions, specifications, drawings, and addenda (if any). The submission of a proposal shall constitute an acknowledgment that the bidder has thoroughly examined and is familiar with the contract documents. The failure or neglect of a bidder to receive or examine any of the contract documents shall in no way relieve him from any obligations with respect to his proposal or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract document, and the Owner will in no case be responsible for any loss or for unanticipated costs that may be suffered by the Contractor as a result of conditions pertaining to the work.

3. Examination of Site and Conditions

Before making a proposal, the bidder shall examine the site of the work and ascertain for himself all the physical conditions in relation thereto. Failure to take this precaution shall not release him from his obligation as implied by the proposal he submits nor excuse him from performing the work in strict accordance with the requirements of the contract documents. No statement made by any officer, agent, or employee of the Owner pertaining to the site of the work or the conditions under which the work must be performed will be binding on the Owner.

5. Addenda and Interpretations of Documents

No interpretation of meaning of the plans, specifications, or other pre-bid documents will be made to any bidder orally. Every request for such interpretation shall be submitted in writing, addressed to City of Woodland, and to be given consideration, shall be received at least five

working days prior to date fixed for opening bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, which, if issued, will be mailed, faxed, or otherwise delivered to each prospective bidder. Failure of any bidder to receive any such addendum shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become a part of the contract documents. Where changes to plans, specifications or both or supplemental information of significant importance, additional bid time will be provided.

6. Preparation of Proposal

Bids must be submitted by filling in with ink (or typing), on the Form headed "Bid Proposal," each and every blank on each schedule for which the bidder has submitted a proposal. If the bidder is required to provide a special form appropriate to the nature of his bid, then such form shall be complete in all respects as required by the specifications if it is to merit consideration by the Owner.

All bid prices must be equal to the Bidders estimated cost to perform the work. Prices, which are weighted and disproportionate to the actual cost, as may be compared to other Bidders and evaluation by the Engineer, may be considered non-responsive and their bid rejected. If the proposal is made by a partnership, it should contain the name of each partner and should be signed in the firm name, followed by the signature of partner or that of a person duly authorized to act for and on behalf of such partnership. If made by a corporation, the proposal should be signed with the name of the corporation and the state in which incorporated, followed by the written signature of the qualified officer and the designation of the office he holds in the corporation. The address of the person, firm, or corporation in whose behalf the proposal is submitted shall be given. The bidder shall comply with all other specific requirements of the proposal form.

7. Alteration of Documents Prohibited

Except as may be provided otherwise herein, proposals which are incomplete, are conditioned in any way which the plans or specifications do not authorize, contain unverified erasures or alterations, include items which are not named in the proposal form or which are unlawful, may be rejected as non-responsive.

8. Submission of Proposal

Each proposal shall be sealed in a package addressed as required by the Invitation to Bid, marked with the name of the bidder and the title of the project, and must be delivered to the Woodland City Hall Annex, 230 Davidson Avenue, at or before 2 P.M. on May 9, 2013. If forwarded by mail, the sealed envelope containing the proposal shall be enclosed in another envelope addressed to the City of Woodland - Attn: Bid Proposal - P.O. Box 9 - Woodland, WA 98674.

9. Modification of Proposal

Change in a proposal already delivered will be permitted only if a request for the privilege of making such modification is made in writing signed by the bidder and the specific modification itself is stated prior to the bid opening on May 9, 2013.

10. Substitutions

Approval of materials to be used on the project and possible substitutions thereof shall not be addressed during the bidding process. Materials shall meet the specifications and the bids shall be based on specified items.

11. Withdrawal of Proposal

A proposal may be withdrawn at any time prior to the bid opening.

12. Opening Bids

All bids will be opened at 2:00 p.m. on May 9, 2013, at the City Hall Annex - 230 Davidson Avenue - Woodland, WA 98674. All bid proposals received prior to the scheduled closing time and which are not withdrawn as above provided, will be publicly opened and read aloud even though there may be irregularities or informalities therein, except that any form required as part of the proposal (see Bidder's Checklist below) which is not signed, said proposal will not be read and consequently, will be rejected without consideration.

13. Award of Contract

The owner will make award determination on May 20, 2013.

14. Basis of Award

If the owner awards the contract, the award will be given to the contractor the City feels will provide the best service to the City. Bidder qualifications and price will both be major factors in determining who will be awarded the contract. The City is not obligated to accept the lowest bidder if the City feels it is in the best interest of the City to select someone else.

15. Rejection of Bids

The Owner reserves the right before or after opening to reject any or all bids or to waive any informality therein if it is believed that the best interest of the Owner will be served thereby.

16. Bidder's Risk

The submission of bid shall constitute an acknowledgment that the bidder has thoroughly examined and is familiar with the contract documents, and has reviewed and inspected all applicable statutes, regulations, ordinances, and resolutions dealing with or related to the service to be provided herein. The failure or neglect of a bidder to examine such documents, statutes, regulations, ordinances or resolutions shall in no way relieve the bidder from any obligations with respect to the bidder's bid or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract documents, statutes, regulations, ordinances, or resolutions.

17. Employment Security Department Certificate of Coverage

The contractor selected for this project must provide a certificate of coverage from the Employment Security Department that states they are eligible to bid on this project before the contractor will be awarded the project. To obtain a certificate of coverage go to www.esd.wa.gov/uitax/public-works.php and click on "Bid Letter" link located in the answer to the second question on that webpage.

18. E-Verify Affidavit

The City of Woodland participates in **E-Verify**. E-Verify is an electronic program run by Homeland Security that is designed to verify the documentation of job applicants. The contractor awarded this project must sign and submit an Affidavit of Compliance with E-Verify before a notice to proceed is issued.

19. Woodland Business License

The contractor awarded the project must obtain a City of Woodland business license before the City will authorize work. For information on business licenses, call (360) 225-8281.

20. Wage Law Intents and Affidavits

If awarded the project, the contractor and each subcontractor shall complete or have on file a current "Statement of Intent to Pay Prevailing Wages" (Form L&I Number F700-029-000) before payment will be made for work performed. An "Affidavit of Wages Paid" (Form L&I Number F700-007-000) shall be required upon final acceptance of the public works project by the City. These forms are available from Washington State Department of Labor & Industries and can be filed electronically at:

<http://www.lni.wa.gov/TradesLicensing/PrevWage/IntentAffidavits/File/default.asp>

The applicable prevailing wages for this project have an effective date of **May 9, 2013** and are available electronically from the Washington State Department of Labor & Industries and can be found at:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

21. Bidder Requirement

By signing the Bid Proposal Form, the contractor declares that before preparing their bid, they read carefully the specifications and requirements for bidders and that their bid is made with the full knowledge of the kind, quality and quantity of services and equipment to be furnished, and their said bid is as stated on these pages.

22. Bidder's Checklist

Bidder shall complete the following forms and shall submit them with the Bid Proposal:

Bid Proposal Form

Bidder Qualifications

BID PROPOSAL FORM

TO: City of Woodland
230 Davidson Ave.
Woodland, Washington 98674

FROM: Bidder _____
Address _____
Telephone _____

The undersigned, as bidder, declares that we have examined all of the contract documents and that we will contract with the City of Woodland to do everything necessary to complete the work as outlined on the plans and specifications for 100 Davidson 2013 Elevator Maintenance Agreement (3-Years).

We acknowledge that addenda numbers _____ to _____ have been delivered to us and have been examined as part of the contract documents. We agree that the Bidder Qualifications form shall form be part of this proposal.

If our BID is accepted, we agree to sign the contract form and provide the required evidences of insurance within ten (10) calendar days after receiving notice of the award of contract.

We further agree, if our BID is accepted and a contract for performance of work is entered into with the City of Woodland, to so plan the work and to prosecute it with such diligence that all of the work shall be completed within the time period stated in the contract. We understand that the City of Woodland reserves the right to reject any or all bids and to determine which proposal is, in the judgment of the City of Woodland, the lowest responsible bid, and which proposal, if any, should be accepted in the best interests of the City of Woodland and that the City of Woodland also reserves the right to waive any informalities in any proposal or bid.

We further state that we have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

We propose to perform the work at the prices listed in the following bid schedule(s):

Notes:

- (1) See Special Provisions and the Standard Specifications for State sales tax requirements.
- (2) The City reserves the right to adjust the scope of this work to match available funds.
- (3) The City reserves the right to reject any or all bids.
- (4) The table below provides a list of items required to complete the project. It is the contractor’s responsibility to complete the project scope to all required standards and specifications.

BIDDER QUALIFICATIONS

Project: 100 DAVIDSON 2013 ELEVATOR MAINTENANCE AGREEMENT (3-YEARS)

If the above contract is awarded to our company, the following persons will be authorized to sign change orders, progress payments, and similar documents for the company: (names and positions)

The last three projects completed or substantially completed by our company involving similar construction work are as follows:

1. Project Name: _____

Dollar amount of Contract: \$_____

Owner: _____

Owner's Representative: _____ Phone No.: _____

Contractor's Superintendent on this Project: _____

Brief Description of Project Scope: _____

2. Project Name: _____

Dollar amount of Contract: \$_____

Owner: _____

Owner's Representative: _____ Phone No.: _____

Contractor's Superintendent on this Project: _____

Brief Description of Project Scope: _____

3. Project Name: _____

Dollar amount of Contract: \$_____

Owner: _____

Owner's Representative: _____ Phone No.: _____

Contractor's Superintendent on this Project: _____

Brief Description of Project Scope: _____

Name/Title of Person Completing Form: _____

Signature: _____ Date: _____

Phone No.: _____

PART II- CONTRACT FORMS

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, by and between the City of Woodland, Washington, hereinafter called "Owner," and of _____, doing business as (an individual) or (a partnership) or (a corporation), hereinafter called "Contractor."

WITNESSETH: that for and in consideration of the payments and agreements hereafter mentioned:

The Contractor will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the completion of the project described herein.

PROJECT DESCRIPTION:

Contractor will provide 3 years of routine maintenance and inspections for City owned elevator located at 100 Davidson Ave., Woodland, WA 98674. Duties include but are not limited to:

- Examine, clean, lubricate, adjust and, as needed, repair or replace controller components, pumps, valves and motors and parts thereof, including: contacts and relays, resistors and transformers, solid state devices, packing, drive belts, strainers and mufflers, and exposed piping in machine room and hoistway.
- Keep guide rails properly lubricated except where roller guides are used. Repair or replace guide shoe gibs, rollers or control cables as needed.
- Relamp signals as required, during regular examinations only. Furnish hydraulic system oil compounded to our specifications.
- Twice a year examine, lubricate, adjust and, as needed, repair or replace the following accessory equipment: car and corridor hangers and tracks, door operating devices, door gibs, car fan.
- Twice a year clean elevator machine room, pit, hatch and hatch equipment, including rails, inductors, hatch door hangers, and tracks, relating devices, switches, pit stop, buffers, and car tops.
- Perform annual safety tests as required by ASME and Labor & Industries, as of the date of this Agreement.
- Any other typical maintenance needed to keep the elevator in proper working order.

CONDITIONS OF WORK

1. City is to be invoiced after completion of work. A report of work completed must accompany every invoice. The combined total of the invoices in a given year shall not exceed the annual fee listed in this agreement. The annual fee does not include sales tax.
2. Work will be performed during regular working hours on regular working days. Contractor is required to arrange work with City and provide at least 1 week notice so City can arrange staff to provide access and inspection.

The Contractor will commence the work required by the Contract Documents in 2013, 2014, and 2105. The Contractor agrees to perform all of the work described in the Contract Documents and comply with the terms therein for an annual fee of _____
_____ (_____).

The term "Contract Documents" means and includes the following:

Invitation to Bid Bid Instructions Bidder Qualifications Bid Proposal Form Agreement	Agreement City of Woodland Special Provisions Contract Bid Items Addendum All items included within these Contract Documents
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The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

This Agreement shall be binding upon all parties hereto and their respective heir, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original, on the date first above written.

OWNER:

By: _____

Typed Name: _____

Title: _____

ATTEST:

Typed Name: _____

Title: _____

CONTRACTOR:

By: _____

Typed Name: _____

Title: _____

Address: _____

ATTEST:

Typed Name: _____

Title: _____

PART III-CONDITIONS OF THE CONTRACT
CITY OF WOODLAND SPECIAL PROVISIONS

CITY OF WOODLAND SPECIAL PROVISIONS

STANDARD SPECIFICATIONS

The Standard Specifications for this project shall be the "2012 Standard Specifications for Road, Bridge, and Municipal Construction as prepared by the Washington State Department of Transportation and the Washington State Chapter of the American Public Works Association, and as amended under Amendments to the Standard Specifications.

All modifications made in these Special Provisions shall take precedence over the Standard Specifications and the Amendments to the Standard Specifications. The reference made herein shall only mean the inclusion of the specific technical section referenced, and shall include any amendments made, if applicable.

All number references in these Special Provisions shall be understood to refer to the section or subsection of the Standard Specifications bearing like numbers.

It should be understood that all references to state officers in the Standard Specifications shall mean the corresponding City of Woodland officers for the purpose of this contract. For example, all references to the Washington State Transportation Commission shall mean the City of Woodland Council and all references to the Director of Highway shall mean the City's Public Works Director, etc. Also, any references to Thurston County shall be understood to mean the City of Woodland.

A copy of the Standard Specifications is available for review at the office of the Engineer.

1-01 DEFINITIONS AND TERMS

1-01.3 Definitions

Amend as follows:

Engineer. Woodland Public Works Director or his designated representatives.

Owner. Council of the City of Woodland as represented by its authorized officers, employees, or agents.

All references to "State Materials Laboratory" shall be revised to read "Contracting Agency designated location".

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.2 Award of Contract

Add the following paragraph:

"The award of the contract shall be made only to responsible contractors that possess the potential ability to perform successfully under the terms and conditions of the Agreement. Consideration shall be given to contractor integrity, compliance with public

policy, record of past performance, and financial and technical resources. Any and all bids may be rejected when there are sound documented reasons for doing so. The Owner reserves the right to make these judgments. The Owner will award the contract within forty-five (45) days after the Bid Opening.

The "lowest responsible Bidder" shall be determined from the Contract Unit Bid Prices and Bid Proposal if selected by the Owner."

1-04 SCOPE OF WORK

Add the following paragraph:

Contractor will provide 3 years of routine maintenance and inspections for City owned elevator located at 100 Davidson Ave., Woodland, WA 98674. Duties include but are not limited to:

- Examine, clean, lubricate, adjust and, as needed, repair or replace controller components, pumps, valves and motors and parts thereof, including: contacts and relays, resistors and transformers, solid state devices, packing, drive belts, strainers and mufflers, and exposed piping in machine room and hoistway.
- Keep guide rails properly lubricated except where roller guides are used. Repair or replace guide shoe gibs, rollers or control cables as needed.
- Relamp signals as required, during regular examinations only. Furnish hydraulic system oil compounded to our specifications.
- Twice a year examine, lubricate, adjust and, as needed, repair or replace the following accessory equipment: car and corridor hangers and tracks, door operating devices, door gibs, car fan.
- Twice a year clean elevator machine room, pit, hatch and hatch equipment, including rails, inductors, hatch door hangers, and tracks, relating devices, switches, pit stop, buffers, and car tops.
- Perform annual safety tests as required by ASME and Labor & Industries, as of the date of this Agreement.
- Any other typical maintenance needed to keep the elevator in proper working order.

1-05 CONTROL OF WORK

1-05.12 Final Acceptance

Add the following paragraphs:

"Prior to substantial completion, the City, with the approval of the Contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.

The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of all claims and all liability to the Contract other than claims in stated amounts as may be specifically excepted by the Contractor in writing prior to the request for final payment for all things done or furnished in connection with this work and for every act and neglect of the City and it's agents and others relating to or arising out of this work. However, any payment, final or otherwise, or any acceptance, shall not release the Contractor or it's sureties from any obligations under the Contract Documents or diminishes the City's rights under the guaranty provisions."

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.2 State Taxes

Add the following paragraph:

"Sales Tax will be added to the unit bid prices."

1-07.17 Utilities and Similar Facilities

Add the following paragraphs:

The Contractor shall be solely and directly responsible to the Owner and Owners of Utilities for any and all damage, disruption of service, or claims which may result from the construction operations. The Contractor shall make all necessary arrangements for protection of existing power and telephone lines in the vicinity of this Contract that interfere with construction.

Neither the Owner nor its officers or agents shall be responsible to the Contractor for damages as a result of the Contractor's failure to protect utilities encountered in the work.

Restoration of utilities damaged by the Contractor, his agents or employees, shall be accomplished by the utility involved at the Contractor's expense."

1-07.18 Public Liability and Property Damage Insurance

Delete this section in its entirety, and replace it with the following:

1-07.18 Insurance (*May 10, 2006 APWA GSP*)

1-07.18(1) General Requirements

- A. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.
- B. The Contractor shall keep this insurance in force during the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated (see C. below).
- C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Final Completion or earlier termination of this contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the

claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period (“tail”) or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

- D. The insurance policies shall contain a “cross liability” provision.
- E. The Contractor’s and all subcontractors’ insurance coverage shall be primary and non-contributory insurance as respects the Contracting Agency’s insurance, self-insurance, or insurance pool coverage.
- F. All insurance policies and Certificates of Insurance shall include a requirement providing for a minimum of 30 days prior written notice to the Contracting Agency of any cancellation in any insurance policy.
- G. Upon request, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s).
- H. The Contractor shall not begin work under the contract until the required insurance has been obtained and approved by the Contracting Agency.
- I. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency 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 Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
- J. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the contract and no additional payment will be made.

1-07.18(2) Additional Insured

All insurance policies, with the exception of Professional Liability and Workers Compensation, shall name the following listed entities as additional insured(s):

- The City of Woodland and its officers, elected officials, employees, agents, and volunteers.

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, whether primary, excess, contingent or otherwise, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(3) describes limits lower than those maintained by the Contractor.

1-07.18(3) Subcontractors

Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum the insurance coverages listed in 1-07.18(5)A and 1-07.18(5)B. Upon request of the Contracting Agency, the Contractor shall provide evidence of such insurance.

1-07.18(4) Evidence of Insurance

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. The certificate and endorsements must conform to the following requirements:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as Additional Insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement. A statement of additional insured status on an ACORD Certificate of Insurance shall not satisfy this requirement.
3. Any other amendatory endorsements to show the coverage required herein.

1-07.18(5) Coverages and Limits

The insurance shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.

1-07.18(5)A Commercial General Liability

A policy of Commercial General Liability Insurance, including:

- Per project aggregate
- Premises/Operations Liability
- Products/Completed Operations for one year following final acceptance of the work.
- Personal/Advertising Injury
- Contractual Liability
- Independent Contractors Liability
- Stop Gap / Employers' Liability
- Explosion, Collapse, or Underground Property Damage (XCU)
- Blasting (only required when the Contractor's work under this Contract includes exposures to which this specified coverage responds)

Such policy must provide the following minimum limits:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$1,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury, each offence

Stop Gap / Employers' Liability

\$1,000,000	Each Accident
\$1,000,000	Disease - Policy Limit
\$1,000,000	Disease - Each Employee

1-07.18(5)B Automobile Liability

Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90 endorsement and a CA 9948 endorsement attached if "pollutants" are to be transported. Such policy(ies) must provide the following minimum limit:

\$1,000,000	Combined Single Limit
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1-07.18(5)C Workers' Compensation

The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.