

CITY OF SHELTON, WASHINGTON  
Public Works Department

INVITATION TO BID

2018 Pump Repairs

**Due September 06, 2018 no later than 2:00pm PST**

1. Scope of Work

Rebuild/repair and re-install two Hydrostal brand pumps (Front Street Pumps #3 & #4) and rebuild/repair only (no installation) of one Wemco brand pump (Grit Pump).

Two Hydrostal brand pumps, model: H5K-S-HEUC4 (Front Street Pumps #3 & #4), have been removed and require rebuild/repairs and re-installed at our Front Street Pump Station. Service to the Pump Motor Repairs need to include: Motor Rewind, enhanced insulation, mechanical rebuild, AEGIS shaft grounding ring and ceramic coating on the upper bearing housing to bring motors to appropriate VFD standards.

The third (Grit Pump), 4x4x11 Model CLCESR Submersible Grit Pump, is a standby unit and does not require installation. Service required for this unit is to include motor rebuild, new Ni Hard impeller, static balance, SS shaft adapter, SS impeller lockscrew, 30-foot SS lifting cable.

See **Exhibit A** for a complete parts list for the pumps.

2. Bid Security

A certified check, money order, cashier's check, or bid bond is required with each bid in an amount not less than five percent (5%) of the Bid amount. No bid shall be considered unless accompanied by such Bid Security. Bid Securities of unsuccessful bidders will be returned after the contract is awarded.

3. Submission of Proposal

All enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the basis of race, color, sex, sexual orientation, age, religion, creed, marital status, military veteran status, national origin, the presence of any physical, mental, or sensory disability, or any other legally protected class or status in consideration for an award. The City of Shelton is an Equal Opportunity Employer and does not discriminate against any of these legally protected classes or status. Any person, firm, partnership, or organization contracting with or doing business with the City shall be in conformity with the City's policy on non-discrimination.

In submitting a bid, each bidder acknowledges that the City shall not be liable to any person for any costs incurred therewith or in connection with costs incurred by any bidder in anticipation of Council action approving or disapproving any proposed agreement. The City may accept or reject any bid or proposed agreement without limitation. Nothing in the Invitation to Bid or in subsequent negotiations creates any vested rights in any person.

The bidder assumes responsibility for the delivery of all vendor supplied equipment quoted. Delivery costs shall be included in the unit price, and delivered to City of Shelton.

Bids, which do not address the items listed in this section below, will be considered incomplete and will be deemed non-responsive by the City.

- (a) Letter of Transmittal
- (b) Detailed quote of items and or services, and associated fees
- (c) Confirmation of Business Organization (**Exhibit B**)
- (d) Signed and notarized Non-Collusion Affidavit (**Exhibit C**)
- (e) Bond Accompanying Bid (**Exhibit D**): This form is to be executed by the bidder and the surety company unless bid is accompanied by a certified check. The amount of this bond shall be not less than five percent (5%) of the total amount bid. Checks shall be payable to the City of Shelton. Bonds shall be furnished by a company authorized to do business in the State of Washington
- (f) Minimum of three (3) references from different entities for which bidder has performed or provided comparable service, materials, supplies, or equipment similar in scope (i.e., size, volume, type) to this ITB. References must include Entity name, authorized individual, and telephone number

Bids are due to the City of Shelton, Washington, Department of Public Works Office, no later than 2:00pm on September 06, 2018. Bids may be hand-delivered, mailed, or delivered by courier; facsimile or emails will not be accepted.

Submittal Address: City of Shelton  
Public Works Department  
525 West Cota Street  
Shelton, WA 98584

All bids should be clearly marked on the outside of the envelope: “**2018 Pump Repairs Bid**”. It is highly preferred that bids are submitted on 100% post-consumer

content recycled paper. All copies should be duplex printed, and not use plastic or non-recyclable covers or bindings. The City may consider bids that do not address the items listed in this section as non-responsive.

4. Bidder Responsibility Criteria

Before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The bidder may be required by the City to submit documentation demonstrating compliance with the criteria. The bidder 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) Have a current Washington Unified Business Identifier (UBI) number;
- (c) If applicable:
  - i. Have Industrial Insurance coverage (workers' compensation) coverage for the bidder's employees working in Washington as required in Title 51 RCW;
  - ii. Have an employment security department number as required in Title 50 RCW; and
  - iii. Have a Washington Department of Revenue state excise tax registration number as required in Title 82 RCW;
- (d) Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3);

The public works contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors.

5. Signature (Exhibit C)

A bid by a corporation or company shall include the printed name of the corporation or company, the printed name and title and the signature of the President, Secretary, or other officer authorized to bind the corporation or company. A bid by a firm shall include the printed firm name and member or agent name. Any person signing the proposal as an agent for another or others must also file legal evidence of his authority to do so. The business mailing address and telephone number must be provided.

6. Evaluation Criteria and Selection Process

The basis of award will be to the respondent identified as the lowest, responsive and responsible bidder.

7. Bid Results

The successful bidder will have an official Notice of Award sent via mail or email. If in the opinion of the City, all bids are unsatisfactory, it may reject all of them and re-advertise, and in such case, all such Bid Securities shall be returned to the bidders; but if the contract is let, then all Bid Securities shall be returned to the bidders, except that of the successful bidder, which shall be retained until a contract is entered into and Performance and Payment Bonds are provided to the City for the performance of the contract and otherwise conditioned as required by law, with sureties satisfactory to the Council, in amounts equal to the contract price.

8. Non-Collusion Affidavit

Proposals must be prepared without the assistance of any officer or other person employed by or connected in any manner with the City of Shelton. The signed and notarized Non-Collusion Affidavit (**Exhibit C**) must be returned with the Bid Proposal.

9. Withdrawal of Proposal

Proposals may only be withdrawn by written and signed request and only if such request is received prior to the opening of the bids. No bid will be received or considered after the time set for the opening of the bids.

10. Performance Bond and Labor & Material Payment Bonds

Prior to execution of the contract, the successful bidder shall furnish Performance and Labor & Material Payment Bonds covering the faithful performance of the contract and the payment of all obligations arising thereunder in such form approved by the Owner and in the amount of one hundred percent (100%) of the contract. The bidder shall require the attorney-of-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of this power-of-attorney indicating the monetary limit of such power.

11. Execution of Contract

The successful bidder must sign and return the Agreement (**Exhibit F**) and furnish the Performance Bond, Labor & Material Payment Bond, Certificate of Insurance, and Intent to Pay Prevailing Wages within fourteen (14) days from the Notice of Award date. Failure to do so will result in the forfeiture of said Bid Security to the City and all rights of said bidder with regard to this project will be annulled to the extent allowed by law. The Contract is executed once all of the documents listed in this section are furnished within the timeline specified and the City of Shelton Council then signs and dates the Agreement.

12. Insurance & Liability

The Contractor shall defend, indemnify and hold the City, 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 City.

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 City, 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.

A. 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.

B. 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 City's recourse to any remedy available at law or in equity.

C. 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 as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, 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 equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work

performed for the City 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.

D. 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 \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

E. City Full Availability of Contractor Limits

If the Contractor maintains higher insurance limits than the minimums shown above, the City 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 City evidences limits of liability lower than those maintained by the Contractor.

F. Other Insurance Provision

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

G. Acceptability of Insurers

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

H. Verification of Coverage

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

I. Subcontractors' Insurance

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 City is an additional insured on each and every 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.

J. Notice of Cancellation

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

K. 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 City 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 City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

13. Prevailing Wage

It is the sole responsibility of the Contractor to assign the appropriate classifications to all laborers, workmen or mechanics that will perform any work pursuant to any Public Works Contract and to ascertain the applicable prevailing wage rates and fringe benefits for each such classification. See **Exhibit E** for the Prevailing Wage Rates for this project.

14. Bidding Documents & Questions

Inquiries regarding the ITB can be emailed to Jon Sharp, Projects and Purchasing Coordinator, at [Jonathan.sharp@sheltonwa.gov](mailto:Jonathan.sharp@sheltonwa.gov). **Response to inquiries cannot be guaranteed unless received in writing prior to 2:00pm on Thursday, August 30, 2018.** If an addendum is issued, it will be posted to the "Current Projects and Bid Opportunities" page, located at: [http://www.sheltonwa.gov/business\\_development/rfp\\_and\\_bid\\_opportunities.php](http://www.sheltonwa.gov/business_development/rfp_and_bid_opportunities.php) and will outline questions and their associated answers, received prior to the inquiry deadline.

15. Rejection of Bids

The City of Shelton will have the right to reject any and all bids and in particular to reject a bid received after the deadline for bids due or bids that are not accompanied by the required Bid Security or Non-Collusion Affidavit or a bid in any way

incomplete or nonresponsive to the bid package. The City further reserves the right to waive minor irregularities in the bidding process and to accept that proposal which is to the best interest of the City of Shelton.

16. Appeals Process

There is no appeal process for bids determined to be non-responsive (bid does not respond to all the required elements in this bid package solicitation). If the City determines that the apparent low bidder does not meet bidder responsibility criteria in paragraph 4 above and is therefore not a responsible bidder, the City shall notify the bidder in writing with the reasons for its determination. If the bidder disagrees with this determination, it may appeal the determination within 24 hours of receipt of the City's determination by presenting additional information to the City. The City will consider the additional information before issuing its final determination. If the final determination affirms that the bidder is not responsible, the City will not execute a contract with any other bidder until two business days after the bidder determined to be not responsible has received the final determination.

## Exhibit A

### **Front Street Pumps #3 & #4**

#### **Model: H5K-S-HEUC4**

Field Service Pump Motor Repair Includes: Motor rewind, enhanced insulation, mechanical rebuild, AEGIS shaft grounding ring and ceramic coating on the upper bearing housing to bring motor to appropriate VFD standards. The required parts list is below. **This list is for one (1) pump only and will need to be duplicated in your bid.**

#### Item Description, Qty

- SEALING RING 13X18X2MM COPPER (1947437) Qty 3
- SEALING RING 21/26X1.5MM COPPER (6355694) Qty 2
- OIL SEAL NITRILE (6290799) Qty 1
- O-RING NITRILE (1877112) Qty 1
- O-RING NITRILE (1877112) Qty 1
- O-RING NITRILE (6317017) Qty 2
- O-RING NITRILE (6559728) Qty 1
- O-RING NITRILE (5494030) Qty 1
- O-RING NITRILE (5190675) Qty 1
- O-RING NITRILE (3893380) Qty 1
- MECHANICAL SEAL X 3" SC/TC NITRILE STAINLESS STEEL HOUSED MULTI SPRING SEAL (6115884) Qty 1
- MECHANICAL SEAL F 3 3/4" 95MM SC/C NITRILE RUBBER BELLOW SINGLE SPRING SEAL (7941560) Qty 1
- RING ROLLED MOTOR SIZE U, 6X518MM STEEL A570 (8278841) Qty 1
- BEARING CAP EX MOTOR SIZE U CAST IRON A48CL30 (9386906) Qty 1
- DISK MOTOR SIDE MOTOR 6 STEEL A570 (5433475) Qty 1
- GREASE RETAINING DISC MOTOR SIZE 6 90/60.5X2MM STEEL A570 (1326256) Qty 1
- GREASE RETAINING DISC MOTOR SIZE 6 90/65X2MM STEEL A570 (9886697) Qty 1
- SNAP RING (SEEGER) A77 STAINLESS STEEL (1215560) Qty 1
- SNAP RING (SEEGER) A95, SPRING STEEL BLACK 8033389) Qty 1
- SNAP RING (SEEGER) I90 (8333235) Qty 1
- SPACER RING 70/90X3.5MM SPRING STEEL AISI9262 (4577815) Qty 1
- LOCKNUT FOR SHAFT M100X2MM MOTOR SIZE U STEEL AISI5210 (9564421) Qty 1
- OIL SEAL NITRILE (6290799) Qty 1
- BEARING TEMPERATURE PROBE 120 DEGREE, M4 (7762045) Qty1
- FLOAT SWITCH TYP G 1/8 NC CABLE 0.2M (9691043) Qty 1
- MOISTURE PROBE INTERNAL SHORT (3255674) Qty 1
- THERMISTOR (5241617) Qty 3
- SNAP RING (SEEGER) I80 (4210997) Qty 1
- 8LW-7220 8LW-7220BGUOM Qty 1
- ANGULAR CONTACT BALL BEARING (2083068) Qty 2
- IMPELLER MATERIAL: HI-CHROME A532-III-A Qty 1
- LINER MATERIAL: HI-CHROME A532-III-A Qty 1

**Exhibit A** (continued)

**Grit Pump**

**Wemco 4x4x11 Model CLCESR Pump**

Service required for this unit is to include a new motor, 120 Volt Moisture Detector Relay, Ni Hard statically balanced impeller, 30-foot SS lifting cable, stainless steel hardware.

Motor:

7.5 HP, 1200RPM, 210TY Frame

Standard Efficiency TENV Submersible Motor with 25 Feet of Power Cable

Tungsten Carbide Lower Seal Faces

3Ph, 60 Hz, 460 Volts, 1.15SF

\*Pump is a standby unit and does not require installation.

**Exhibit B**

CITY OF SHELTON, WASHINGTON  
Public Works Department

INVITATION TO BID

2018 Pump Repairs

Identification of Business Organization:

The bidder, by checking the applicable box, represents that it operates as:

- a corporation incorporated under the laws of the State of Washington
- an individual doing business as \_\_\_\_\_
- a partnership (identify all partners on a separate page, attached)
- a joint venture (identify all joint ventures on a separate page, attached)
- other (please specify) \_\_\_\_\_

\_\_\_\_\_  
Bidder or Company Name

\_\_\_\_\_  
City of Shelton Business License #

\_\_\_\_\_  
Address of Bidder

\_\_\_\_\_  
Tax ID #

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Facsimile Number

\_\_\_\_\_  
Signature Name and Title (print)

**Exhibit C**

CITY OF SHELTON, WASHINGTON  
Public Works Department

INVITATION TO BID

2018 Pump Repairs

**NON-COLLUSION DECLARATION**

**I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:**

1. That the undersigned persons(s), firm, association, or corporation has(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 the project for which this proposal is submitted.
- 2. That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.**

Signature of Bidder

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Name of Bidder (Printed)

\_\_\_\_\_  
Contractor's License Number

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Authorized Official (Printed)

\_\_\_\_\_  
Phone No.

**NOTE:**

1. If the bidder is a joint venture, so state giving firm name under which business is transacted.
2. If the bidder is a corporation, this proposal must be executed by its duly authorized officials and the CERTIFICATE AS TO CORPORATE PRINCIPAL must be completed.

**EXHIBIT D**

(select one)

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**BID BOND DEPOSIT**

Herewith find deposit in the form of a cashier's check or postal money order in the amount of \$ \_\_\_\_\_, which amount is not less than five percent (5%) of the total bid.

Signature \_\_\_\_\_

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**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

**That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the City of Shelton, as Oblige, in the penal sum of \_\_\_\_\_ dollars for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.**

The condition of this obligation is such that if the Oblige shall make any award to the Principal for the project designated **2018 Pump Repairs** according to the terms of the proposal or bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Oblige in accordance with terms of said proposal or bid and award, and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Oblige; or if the Principal shall, in case of failure so to do, pay and forfeit to the Oblige the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; Otherwise, it shall be and remain in full force and effect and Surety shall forthwith pay and forfeit to the Oblige, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**PRINCIPAL**

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By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Title

## Exhibit E

State of Washington  
 Department of Labor & Industries  
 Prevailing Wage Section - Telephone 360-902-5335  
 PO Box 44540, Olympia, WA 98504-4540

### Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

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#### Journey Level Prevailing Wage Rates for the Effective Date: 09/05/2018

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
Mason	<a href="#">Plumbers &amp; Pipefitters</a>	Journey Level	\$71.42	5A	1G	

**Exhibit F**  
Sample Contract Terms

**CITY OF SHELTON**  
**CONSTRUCTION CONTRACT**  
For  
**2018 Pump Repairs**

THIS AGREEMENT, made in two (2) copies each deemed an original, and entered into by and between the City of Shelton Washington, (Owner), under and by virtue of Title 35 RCW as amended, and \_\_\_\_\_, (Contractor).

WITNESSETH:

In consideration of the terms and conditions contained in this Agreement and any Attachments referred to in this Agreement and incorporated by reference, the Owner and Contractor agree as follows:

Owner Responsibilities. The City of Shelton, Washington, hereby agrees to retain the Contractor to perform the work to its completion in accordance with the attached plans and specifications subject to the terms and conditions of this Agreement.

Price. The Owner agrees to pay the bid amount of \$\_\_\_\_\_, including sales tax, for the work specified in the bid, subject to 1-04.6 of the most current Standard Specifications and any change orders hereafter approved in writing by both the Owner and the Contractor.

Contractor Responsibilities. The Contractor shall do all work and furnish all tools, materials and equipment for the **2018 Pump Repairs Project**, in accordance with and as described in the proposal and the plans and specifications attached as **Exhibit A**, and shall conform to the most current WSDOT Standard Specifications for Road, Bridge and Municipal Construction, herein after jointly referred to as the Standard Specifications, which are incorporated herein by this reference<sup>1</sup>.

The Contractor shall provide and bear the expense of all equipment, permits (if applicable), work and labor of any sort whatsoever that may be required for transfer of materials and for constructing and completing the work agreed upon. Contractor shall guarantee the work for a period of one year after completion of this Agreement, except as may be modified by the plans, specifications and/or contract documents agreed upon by the Owner and Contractor. Contractor shall be responsible for paying all wages in accordance with Section 1-07.9(1) of the most current WSDOT Standard Specifications for Road, Bridge and Municipal Construction.

The City of Shelton COMPLIES WITH THE PREVAILING WAGE LAW OF THE STATE OF WASHINGTON (CHAPTER 39.12 RCW) AND REQUIRES ALL CONTRACTORS TO COMPLY. Current prevailing wage rates are as set forth in **Exhibit B**.

City Business License. In accordance with Shelton Municipal Code, anyone executing a contract with the City of Shelton in subject to the licensing requirements and business and occupation tax levied under the Shelton Municipal Code. The City of Shelton Business License is required irrespective of whether goods or services are delivered inside of outside of the city limits, or whether the person's physical office is inside or outside of the city limits.

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<sup>1</sup>The WSDOT Standard Specifications for Road, Bridge and Municipal Construction is incorporated in total by reference except as expressly exempt in this agreement. References to specific sections in this Agreement are intended to aid the parties in locating specific language and not intended to exclude other portions of the WSDOT Specifications.

Completion of Work. Work shall be completed within ninety **(90) Working Days** from the Effective Date of the Notice to Proceed.

Indemnification/Hold Harmless. The Contractor shall defend, indemnify and hold the City, 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 City.

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 City, 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 purpose 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. The Contractor shall defend, indemnify and hold the City, 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 City.

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A. Insurance Term

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B. 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 City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

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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 as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, 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 equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City 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.

D. 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 \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

E. City Full Availability of Contractor Limits

If the Contractor maintains higher insurance limits than the minimums shown above, the City 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 City evidences limits of liability lower than those maintained by the Contractor.

F. Other Insurance Provision

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

G. Acceptability of Insurers

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

H. Verification of Coverage

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

I. Subcontractors' Insurance

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 City is an additional insured on each and every 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.

J. Notice of Cancellation

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

K. 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 City 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 City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

Disputes & Claims. Disputes and claims related in any way to this Agreement shall be governed by the procedures set forth in section 1-09 of the most current Standard Specifications. The Contractor shall first pursue resolution of disputes and claims through the administrative process, then non-binding arbitration, and, finally, binding arbitration. Litigation shall only be commenced when all other methods of alternative dispute resolution have been exhausted or where the claims are in excess of \$250,000.

Liquidated Damages. If the work is not completed within the time specified, the Contractor agrees to pay the Owner liquidated damages in the sum specified in Section 1-08.9 of the most current Standard Specifications for each day that said work remains uncompleted after expiration of the time specified under this Agreement.

It is further provided that no liability shall attach to the City of Shelton, Washington, by reason of entering into this Agreement, except as expressly provided herein.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year of the last signature affixed hereto.

**Contractor/Co Name** \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Contractor Name

Federal Tax ID No. \_\_\_\_\_

Contractor License # \_\_\_\_\_

**CITY OF SHELTON** \_\_\_\_\_

COUNTERSIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2018

IN WITNESS WHERE OF the parties hereto have caused this agreement to be executed the day and year first herein above written.

\_\_\_\_\_  
Craig Gregory, Public Works Director

Attested:

\_\_\_\_\_  
Witness

Exhibit A

Contractor's Scope and Budget

## Exhibit B

State of Washington  
 Department of Labor & Industries  
 Prevailing Wage Section - Telephone 360-902-5335  
 PO Box 44540, Olympia, WA 98504-4540

### Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

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#### Journey Level Prevailing Wage Rates for the Effective Date: 09/05/2018

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
Mason	<a href="#">Plumbers &amp; Pipefitters</a>	Journey Level	\$71.42	5A	1G	