

CITY OF LONGVIEW
Request for Proposals
For
Professional Website Design Services

PUBLIC NOTICE IS HEREBY GIVEN that the City Clerk, on behalf of and as authorized by the City of Longview, Washington, will receive sealed proposals for professional website design, maintenance and hosting services for the City of Longview.

The City desires to engage a qualified firm to conduct an analysis and evaluation of our current solid waste and recycling web sites and make a recommendation for a redesign using current and developing technologies in web presentations. The recommendation should include graphic redesign, streamline navigation, updated methodologies for new content and search engine optimization. The City is very interested in creative, innovative, and leading edge techniques.

MINIMUM QUALIFICATIONS and REQUIREMENTS

Proposers must be full service website design teams, with references from at least three governmental organizations with current websites designed by the Proposer. Companies must have capabilities for comprehensive training, design and development and maintenance services.

Sealed Proposals must be mailed or delivered to:

Executive Office
City of Longview
1525 Broadway
Longview, WA 98632

**The envelope must be clearly marked with the following information:
“SEALED PROPOSAL: WEBSITE DESIGN”**

Sealed proposals will be accepted until 4:00 p.m. on **Wednesday, July 28, 2010** at which time all proposals received will be opened and publicly read aloud. Contract documents, proposal documents and the scope of work are available at:

City of Longview
Community Development Department
1525 Broadway
Longview, WA 98632
360-442-5223

Technical questions may be directed to Judy Jones, IT Director, jones@mylongview.com, 360-442-5060. Specific questions related to solid waste and recycling may be directed to Gregory Hannon, Solid Waste & Recycling Manager, gregg.hannon@ci.longview.wa.us, 360-442-5223. The City Council reserves the right to reject any or all proposals, to waive any irregularities, and to award the contract to other than the firm with the lowest proposal amount. No proposer may withdraw a proposal for a period of thirty (30) days after the proposal opening.

The City intends the contract to be no more than one (1) year in duration to complete the tasks provided in this RFP, and as may be amended.

Date: July 7, 2010

/s/ Ann Davis, City Clerk

| Publish dates: July 9, 16, 23, 2010

1. **Introduction, Background and General Information**

The city's population is 35,570, making it the largest city in Cowlitz County. Longview is located at the junction of Interstate 5 and Washington State Highways 4, 411, 432 and 433, approximately 75 miles east of the Pacific Ocean, 128 miles south of Seattle and 41 miles north of Portland, Oregon. Ideally situated between Seattle and Portland, Longview offers residents a comfortable small-city lifestyle with opportunities for year-round recreation.

The City of Longview provides a full range of municipal services to its citizens, including police, fire, parks and recreation, street maintenance, planning and zoning, code enforcement, information technology, library, engineering, water, sewer, storm water, solid waste and recycling services and city administration. Our current website can be viewed at (<http://www.mylongview.com>).

Flowering trees line the streets of Longview, nestled at the confluence of the Cowlitz and Columbia Rivers in southwest Washington. Longview has the distinction of having been named *Tree City U.S.A.* for more than 20 consecutive years. Longview has strived to preserve its unique history in the midst of modern conveniences, and was once designated a *Main Street* city. In keeping with the "green concept", the city desires to utilize this new website as an educational tool in its efforts to promote the proper rules of recycling to its citizens.

2. **Description of Work / Objectives**

The City's current solid waste (<http://www.mylongview.com/publicworks/SolidWasteMain.htm>) and recycling (<http://www.mylongview.com/publicworks/RecyclingDivision.htm>) website structures and design are outdated and require significant redesign. The City enjoys a very involved community and requires a central clearinghouse for needed information related to solid waste and, more particularly, recycling.

The City's objective is to find a professional website design team, with experience in local government website design to propose a creative, innovative, and leading edge techniques that will provide the City with an award-winning solid waste and recycling web presence. As part of the consistency requirement, the new graphics redesign shall incorporate the current recycling logo. Compatibility with the current city website banner is preferred. In addition, the selected design team shall also provide the following:

- A. Corporate Information
- B. Website Design and Development
- C. Training
- D. Maintenance Services

A. Corporate Information

- 1) Complete and submit the Statement of Business Responsibility (Attachment 1).
- 2) Through a narrative discussion, the firm's experience in design and development of web sites, specifically those that are using new technology techniques and other similar techniques as described herein.

- 3) Provide a minimum of three (3) website addresses (URLs) for websites the firm has completed development of in the last twelve (12) months. In addition, provide a brief description of the project required by the client along with the initial and final contract price for each project.
- 4) Identify the key personnel who will have actual responsibility for the project and for each provide the following:
 - a) His/her detailed experience relative to this type of project
 - b) A resume, including a list of recent projects [within the last twelve (12) months] with applicable references
- 5) Provide a minimum of three (3) client references for similar activities in the last twelve (12) months, including contact persons, addresses, e-mail addresses and telephone numbers.
- 6) Indicate the availability for the project including start dates and any other conditions that may restrict availability for work on this project. [Note: the anticipated time of completion of this project should be no later than one year from the date the contract.]
- 7) Identify any objections to the attached standard contract form. Any changes to any other standard terms, conditions or insurance requirements should be stated in detail in your submittal response. [Note: The attached is a draft contract only and is not intended to be the proposed final contract with the successful party.]
- 8) Identify any objections to the standard contract form (attached). The City shall negotiate the contract with the finalist; however, negotiations are intended to agree upon cost, fees, scope of work and/or schedules. Any changes to any other standard terms, conditions or insurance requirements should be stated in your submittal response.

B. Website Design and Development
(Scope of Work)

The redesigned website should have a *consistent, easy to read, streamlined navigation* as well as an *educational, inspiring and refreshing graphic theme* that creates a branding for the City of Longview's Solid Waste & Recycling website, through a professional and welcoming environment. In particular, the site should:

- 1) Provide a Content Management System (CMS) that offers easy edit capabilities to non-technical staff, while maintaining quality control. Some of the edit capabilities include but are not limited to solid waste and/or recycling program changes and updating solid waste and/or recycling data along with the associated graphs and charts. The CMS needs to be able to resize and optimize graphics for quick loading.

- 2) Design the new web templates and populate them with data and other pertinent information as provided by the City. At this time, it is estimated that the final product will range between twelve and fifteen pages. This page total may vary, upwards or down, once the project commences.
- 3) Provide easy electronic access to public information especially tailored for Longview's diverse target audience including but not limited to:
 - a) Solid waste pickup schedule
 - b) Holiday schedule
 - c) List of acceptable/non-acceptable recyclable materials with preparation instructions
- 4) Provide a mockup presentation of the proposed web site with the features that are to be included in the product, which would include navigation functionality, search engine optimization techniques, and presentation methods. Additional emphasis will be placed on the consultant's proposal to provide specific items, including but not limited to colors, connectivity, ability to work with mobile devices and content management.
- 5) Be accessible to people with disabilities.
- 6) New site must use current technology with an eye on the future. The site needs to offer Really Simple Syndication (RSS) feeds and include Social & Search Tools.
- 7) Be directed toward the following groups: residents, businesses; potential residents, businesses, developers, visitors and other governmental agencies.
- 8) Provide intuitive navigation and search engine optimization.
- 9) Incorporate the ability for an internet interaction (blogging) whereby users/site visitors may submit questions and/or comments related to solid waste and/or recycling issues. Such comments would be designed as "one-way blogging" whereby questions may be asked (and subsequently answered by the City) with no ability to extend the discussion line any further.
- 10) Have the capability to provide additional language tools, including Spanish, Russian, Chinese and Vietnamese (preferred order).
- 11) Must not require plug-ins for full site functionality.
- 12) We are interested in using E-Mail to connect with city residents and community. Qualified proposer would have the ability to create and provide the City with a template in its ability to maintain an opt-in E-Mail marketing newsletter.
- 13) Provide for the creation and training of a Facebook page for Recycling.

- 14) Provide a site visit counter with the ability to keep track of the number of visits broken out by day, week, month, annually or some other varying combination.

C. Training

The proposal shall also provide a recommended schedule that will train staff for maintaining the website. This shall also identify the proposed number of training hours, the staff that will be conducting the training, and any resource requirements.

A SOP binder will be developed and provided to staff so it may be used during the training exercise. The SOP binder will be the primary resource for staff to follow up on how to address various maintenance issues and updates after the training has been completed. The level of detail shall be to the point of providing very specific step-by-step instructions and/or procedures to follow, including graphics as an additional means of education and understanding.

The SOP binder shall be in a standard 10.5” x 11.5” binder with each page contained in a heavy weight, clear poly sheet protectors that are archival safe and acid free.

D. Maintenance Services

On an as-needed basis, the consultant will reengineer, update or provide technical assistance through a separate maintenance contract.

3. **Submittal Information and Instructions**

Technical questions may be directed to Judy Jones, IT Director, 360-442-5060. Specific questions related to solid waste and recycling may be directed to Gregory Hannon, Solid Waste & Recycling Manager, 360-442-5223. To respond, provide three (3) bound originals of the RFP by 4:00 p.m., **Wednesday, July 28, 2010**.

Sealed Proposals must be mailed or delivered to:

Executive Office
City of Longview
1525 Broadway
Longview, WA 98632

Fees: Fees shall be discussed and negotiated with the finalist. You do not need to provide cost information during this phase of the selection process. During the final selection, the City shall discuss available project funds and proposal approaches.

Contract Term: The Contract shall remain in effect for one year, sufficient to complete the original scope of work, and to allow additional work products of a similar nature at the contract rate upon request by the City and approval of funds and/or work by the City Manager and/or City Council.

Signatures: These documents require authorized signature for submittal. Signatures will be required of the selected finalist as part of the contract process.

Revisions to the Request: The City retains the right to modify this request. The City may provide materials directly to firms that the City knows may be interested. It shall be the responsibility of the firm, however, to obtain such materials (if any) from the point of contact listed above.

Acceptance Period: Submittals shall be good until the City Manager and/or City Council has completed an award action. Firms that take exception to this will be considered as non-responsive and will be rejected.

Rejection of Submittals: The City reserves the right at its sole discretion to reject any or all Submittals, without penalty and to not issue a contract as a result of this request. The City also reserves the right at its sole discretion, to waive minor administrative irregularities contained in any submittal.

Responsible Firms: The City shall only consider responsible firms who, in the sole judgment of the City Manager, or his/her designee, have the financial ability, experience, resources, skills, capability, reliability and business integrity necessary to perform the requirements of the contract. The City may also consider references and other information available to the City, whether specifically provided by the respondent or otherwise. Firms with an owner convicted within the past 10 years of a crime that impugns honesty or integrity, or with unsatisfied tax or judgment liens, are ineligible to participate and shall not submit.

Costs to Submit: The City will not be held liable for any costs incurred by any firm in preparation of a submittal in response to this request, in conduct of a presentation, or any other activities related to response to this RFP.

Commitment of Funds: The City Manager or his delegate is the only individual who may legally commit the City to the expenditure of funds for a contract resulting from this solicitation, subject to authorization by the City Council. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

4. **Proposal Evaluation and Selection**

The City of Longview may at its sole discretion select a firm to undertake the above mentioned services based on the number of factors not the least of which, in the City's assessment evaluation, the selected firm is the "best fit" for the City. Nevertheless, the selection will be based on but not limited to a combination of factors that represent the best overall value for completing the work as determined by the City, including: the written proposal criteria described in this RFP; results of background and reference checks; results from the interviews and presentation phase; and, the proposed project cost.

A group of finalist candidates may be selected for follow-up presentations based on the following criteria in their written proposals:

- a. Understanding of the work required by the City
- b. Quality, clarity and responsiveness of the proposal
- c. Ability to demonstrate the intended use of new and innovative web site technology, enhanced communication and streamline navigation.

- d. Demonstrated competence and professional qualifications necessary for successfully performing the work required by the City.
- e. Recent experience in successfully performing similar services.
- f. Proposed approach in completing the work
- g. Background/experience of the specific individuals assigned to this project.
- h. Extent to which the design concept reflects the objectives noted in this RFP.
- i. Proposed compensation and payment schedule tied to accomplishing the tasks.
- j. References

Attachment 1
Statement of Business Responsibility

Name of Business: _____

Business Address: _____

Business Phone: _____

Contact Name / Email: _____

Business Classification (check all that apply)

- Individual
- Partnership
- Corporation
- Women or Minority Owned (does not require certification)

FID/SSN: _____

Name of Owner: _____

Does the firm have insurance as specified below: Yes_____ No_____

(Note: Failure to indicate insurance as specified does not disqualify you from submittal or award. This information will be used by the City during contract formation). If no, describe differences.

General Liability insurance of \$1,000,000 per occurrence;
Professional Liability Insurance;

Broker Name: _____ Broker Phone: _____

Are claims pending against this insurance policy? Yes_____ No_____

During the past five years, have you been subject to bond forfeiture, litigation or claims above 10% of the project value? If yes, please attach an explanation: Yes_____ No_____

Has the firm been in bankruptcy, reorganization or receivership in the last 5 years? Yes_____ No_____

Has the firm been disqualified by any public agency from public contracts? Yes_____ No_____

Has the firm operated at least 1 year without interruption? Yes_____ No_____

Is there a potential Conflict of Interest: Yes_____ No_____

If yes, identify any team member or firm employee who, during the preceding 12 months, was a City official, officer, or employee. In addition, disclose if firm or an employee of the firm has a business interest or a close family relationship with any City official, officer or employee who was, is or will be involved in the contractor selection, negotiation, drafting, signing, administration, or performance of the Contract. Notify City herein of any such condition, so City may make determination of whether such interest is consistent with the City Ethics Code.

Attachment 2
Contract Template – D R A F T PROPOSAL

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into the date last below written between the CITY OF LONGVIEW, WASHINGTON (“CITY”) AND _____ (“CONTRACTOR”)

1.SERVICES BY CONTRACTOR

- A. **Performance of Services.** The Contractor shall perform the services described in the scope of work attached hereto as Attachment A. All Services will be rendered to the best of the Contractor’s ability and in a timely and professional manner in compliance with all standards and rules reasonably established by the City.
- B. **Modification.** The City periodically may make changes to the services that are within the general scope of the Agreement by giving the Contractor written notice of such changes. If any change results in an increase or a reduction in the work that was contemplated to be performed by the Contractor as described in Attachment A, the Contractor’s compensation hereunder shall be modified accordingly.

2. PAYMENT

- A. The City shall pay the Contractor for such services: (Check One)
 - () Hourly: _____ per hour, plus actual expenses, but not more than a total of _____.
 - () Fixed Sum: A total amount of: _____.
 - () Other: _____,for all services performed, and expenses incurred under this Agreement.
- B. The Contractor shall maintain time and expense records and provide them not more frequently than monthly to the City, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.
- C. All invoices shall be paid by mailing a City warrant within 30 days of receipt of a proper invoice after approval of the Contractor’s completed tasks/deliverables to the date of the invoice or monthly report, as appropriate.
- D. The Contractor shall keep cost records and accounts pertaining to the Agreement available for inspection by the City’s representatives for three (3) years after final payment. Copies shall be made available on request.
- E. If the services rendered do not meet the requirements of the Agreement, the Contractor will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

3. **DISCRIMINATION AND COMPLIANCE WITH LAWS**

- A. The Contractor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.
- B. The Contractor shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement, including where applicable the Longview Municipal Code.
- C. Violation of this Section 3 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in ineligibility for further work for the City.

4. **TERM AND TERMINATION OF AGREEMENT**

- A. **Term.** This Agreement shall remain in effect until completion of the services described in Attachment A and final payment therefore unless terminated earlier in accordance with Paragraph 4.B. of this Agreement.
- B. **Rights upon Termination.** This Agreement may be terminated by either party without cause upon thirty days' written notice, in which event all finished or unfinished documents, reports, or other material or work of Contractor pursuant to this Agreement shall be submitted to the City, and the Contractor shall be entitled to just and equitable compensation at the rate set forth in Paragraph 2 for any satisfactory work completed prior to the date of termination.
- C. **Noninterference with business.** During the course of the Contractor's performance of the services for the City and for a period of twelve (12) months after the completion of such services, the Contractor will not interfere with the City's business in any manner, including without limitation, encouraging anyone to leave the City's employ or encouraging any employee or independent contractor to sever that person's relationship with the City.

5. **OWNERSHIP OF WORK PRODUCT**

All data, materials, reports, memoranda, and other documents developed under this Agreement, whether finished or not, shall become the property of the City, shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if it uses products prepared by the Contractor for purposes other than those intended in this Agreement, it does so at its sole risk and it agrees to hold the Contractor harmless therefore.

6. **GENERAL ADMINISTRATION AND MANAGEMENT**

The City Manager of the City, or his/her designee, shall be the City's representative and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices under this Agreement.

7. INDEMNIFICATION AND HOLD HARMLESS

- A. The Contractor shall protect, defend, indemnify, and save harmless the City, its officers, employees, and agents from any and all cost, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts or omission of the Contractor. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agent. For this purpose the Contractor, by mutual negotiation, hereby waives, as respects the City only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the City incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.
- B. The Contractor will indemnify, defend, and hold the City (and its elected officials, officers, employees, successors, assigns, insurers, licensees, distributors, independent contractors, and agents) harmless from all claims, damages, losses, and expenses (including reasonable attorneys' fees incurred on such claims and in proving the right to indemnification) arising out of or resulting from any claim, action, or other proceeding that is based upon (a) the Contractor's breach of any obligations, representations, or warranties under the Agreement, (b) the Contractor's outside business activities, or (c) the infringement or misappropriation by the Contractor of any foreign or United States patent, copyright, trade secret, or other proprietary right in results.

8. INSURANCE; RISK OF LOSS

The Contractor shall maintain insurance that is sufficient to protect the Contractor's business against all applicable risks, as set forth in Attachment B. The Contractor will cause the indemnified parties, as described in Section 7 above, to be named as additional insured's on the policy required under the Agreement and shall cause its insurance to be primary to any insurance carried by the indemnified parties. The Contractor will provide the City with certificates of insurance and other supporting materials as City reasonably may request to evidence Contractor's continuing compliance with this Section 8. The Contractor will be liable for all loss or damage, other than ordinary wear and tear, to the City's property in the Contractor's possession or control that is caused by the Contractor. In the event of any such loss or damage, the Contractor will pay the City the full current replacement cost of such equipment or property within thirty (30) days after its loss or damage.

9. INDEPENDENT CONTRACTOR

- A. **Nature of Relationship.** The Contractor shall be and act as an independent Contractor (and not as the employee, agent, or representative of the City) in the performance of the services for the City. This Agreement shall not be interpreted or construed as creating or evidencing an association, joint venture, partnership, or franchise relationship among the parties or as imposing any partnership, franchise, obligation, or liability on any party. The Contractor will not represent himself/herself as an employee of the City. The Contractor shall not be entitled to, and shall not

attempt to, create or assume any obligation, express or implied, on behalf of the City. So long as the Contractor is able to adequately perform all of the Contractor's obligations under the Agreement in a skilled and workmanlike manner. Since the Contractor will not be an employee of the City, the Contractor will not be entitled to any of the benefits that the City may make available to its employees, such as but not limited to vacation leave, sick leave, or insurance programs, including group health insurance or retirement benefits; nor shall the Contractor permit or cause any of the Contractor's employees, agents, or subcontractors to perform any services under the Agreement in such a way as to cause or enable them to become, or claim to have become, employees, common law or otherwise, of the City. In addition, the Contractor acknowledges that as an independent contractor, he/she/it and or his/her/its agents, servants, or employees are not eligible to recover worker's compensation benefits from or through the City in the event of injury.

- B. Contractor Responsible for Business License, Taxes and Records.** The contractor shall obtain a Longview Business License prior to commencing any work under this Agreement. The Contractor will be solely responsible for and will file, on a timely basis, all tax returns and payment required to be filed with or made to any federal, state, or local tax authority with respect to the Contractor's performance of the services and receipt of fees under the Agreement. The Contractor will be solely responsible for and must maintain adequate records of expenses incurred in the course of performing the services under the Agreement. No part of the Contractor's payment will be subject to withholding by the City for the payment of any social security, federal, state or any other employee payroll taxes; nor shall the City be obligated to make any such withholdings and/or payments on behalf of any employee, subcontractor, supplier, or other person working for or engaged by the Contractor to perform the Contractor's obligations under the Agreement. The City will regularly report amounts paid to the Contractor by filing Form 1099-MISC with the Internal Revenue Service as required by law.

10. SUBLETTING OR ASSIGNING AGREEMENT

Neither the City nor the Contractor shall assign, transfer, or encumber any rights, obligations, duties, or interests accruing or arising from this Agreement without the express prior written consent of the other. Subject to the foregoing, the Agreement will be binding upon, enforceable by, and inure to the benefit of, the parties and their successors and assigns.

11. FUTURE SUPPORT

The City makes no commitment and assumes no obligations for the support of the Contractor's activities except as set for in this Agreement.

12. GENERAL PROVISIONS

- A. Governing Law.** The Agreement will be governed by the laws of the State of Washington and its choice of law rules. The Contractor irrevocably consents to the exclusive personal jurisdiction and venue of the federal and state courts located in Cowlitz County, Washington or the applicable federal court for such County, with respect to any dispute arising out of or in connection with the Agreement, and agrees

not to commence or prosecute any action or proceeding arising out of or in connection with the Agreement other than in the aforementioned courts.

- B. **Severability.** If any provision of the Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The City and the Contractor agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.
- C. **Nonwaiver.** Any failure by the City to enforce strict performance of any provision of the Agreement will not constitute a waiver of the City's right to subsequently enforce such provision or any other provision of the Agreement.
- D. **City Marks.** The Contractor will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or log confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
- E. **Notices.** All notices and other communications required under the Agreement must be in writing, and must be given by registered or certified mail, postage prepaid, or delivered by hand to the party to whom the communication is to be given, at its address as follows:

CITY: Community Development Department
Gregory Hannon, Solid Waste & Recycling Manager
1525 Broadway
Longview, WA 98632

CONTRACTOR: _____

- F. **Legal Fees.** In any lawsuit between the parties with respect to the matters covered by the Agreement, the prevailing party will be entitled to receive its reasonable attorney's fees and costs incurred in the lawsuit, in addition to any other relief it may be awarded.
- G. **Counterparts.** The Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document.
- H. **Captions.** The captions in this Agreement are for convenience only and do not in any way limit or amplify particular provisions.

13. EXTENT OF AGREEMENT/MODIFCATION

This Agreement together with attachments or addenda represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties hereto.

INWITNESS WHEREOF, the parties have executed this Agreement as of _____, 2010.

CONTRACTOR

CITY OF LONGVIEW

By: _____

By: _____

Print Name: _____

Print Name: Robert J. Gregory

Title: _____

Title: City Manager

Address: _____

City/State/ZIP: _____

APPROVED AS TO FORM

Tax ID#: _____

City Attorney

ATTACHMENT "B"

INSURANCE REQUIREMENTS

The Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be paid by the Contractor. Insurance shall meet or exceed the following unless otherwise approved by the City.

A. Minimum Insurance

1. Commercial General Liability coverage with limits not less than \$1,000,000 per occurrence /\$2,000,000 annual aggregate,
2. Stop/Gap/Employers Liability coverage with limits not less than \$1,000,000 per accident/disease,
3. Workers' Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.

B. Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City.

C. Other Provisions

Commercial General Liability policies shall be endorsed to:

1. Include the City, its officials, employees, and volunteers as insured's,
2. Provide that such insurance shall be primary as respects any insurance or self-insurance maintained by the City,
3. Each insurance policy shall provide that coverage shall not be canceled except after thirty (30) days' written notice has been given to the City.

D. Acceptability of Insurers

Insurance shall be placed with insurers with a rating acceptable to the City.

E. Verification of Coverage

Contractor shall furnish the City with certificates of insurance required by this clause. The certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

E. Subcontractors

Contractor shall require subcontractors, if any, to provide coverage which complies with the requirements stated herein.