



**REPLACE CONCRETE
FIRE STATION 2**

AND / OR

FIRE STATION 3

**FIRE DEPARTMENT
CITY OF GRAND ISLAND, NEBRASKA**

**FIRE DEPARTMENT
REPLACE CONCRETE - FIRE STATION 2 AND/OR FIRE STATION 3**

CITY OF GRAND ISLAND, NEBRASKA

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**ADVERTISEMENT TO BIDDERS
FOR
REPLACING CONCRETE - FIRE STATION 2
AND/OR FIRE STATION 3**

**FIRE DEPARTMENT
CITY OF GRAND ISLAND, NEBRASKA**

Sealed bids will be received at the office of the City Clerk, 100 E. First St., P.O. Box 1968, Grand Island, Nebraska, 68802, until **11:00 AM (Local Time)**, on **November 17, 2009**, for work done on the apron and approach at Fire Station 2 located at 1720 North Broadwell, Grand Island, NE and/or at Fire Station 3 located at 2310 South Webb Road, Grand Island, NE. Work shall include removal and disposal of old material and replacement with concrete per specifications. Bids will be publicly opened at this time in Conference Room #1 located on 1st floor of City Hall. Bids received after specified time will be returned unopened to sender.

The successful bidder will be required to comply with fair labor standards as required by Nebraska R.R.S. 73-102 and comply with Nebraska R.R.S. 48-657 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska.

Each bidder shall submit an original and two copies of their bid. Each bidder shall also submit with their bid a certified check, cashiers check or bid bond payable to the City Treasurer in an amount not less than five percent (5%) of the bid price which shall guarantee good faith on the part of the bidder and the entering into a contract within 14 days, at the bid price, if accepted by the City. **Your certified check, cashier's check or bid bond must be submitted in a separate envelope attached to the outside of the envelope containing the bid.*

Each envelope must be clearly marked indicating its contents. Failure to submit the necessary qualifying information in clearly marked and separate envelopes will result in your bid not being opened or considered. Bid bonds must be issued by surety companies authorized to do business in the State of Nebraska.

The successful bidder will be required to provide:

- A. A performance bond satisfactory to the City, executed by a surety company authorized to do business in the State of Nebraska or otherwise secured in a manner satisfactory to the City, in an amount equal to 100% of the price specified in the contract.
- B. A payment bond satisfactory to the City, executed by a surety company authorized to do business in the State of Nebraska or otherwise secured in a manner satisfactory to the City, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract. The bond shall be in an amount equal to 100% of the price specified in the contract.

Specifications are on file in the Fire Administration Office, City Hall.

The award winning offeror will be required to comply with the City's Insurance requirements.

Bids will be evaluated by the Purchaser based on price, quality, warranty, adherence to specifications, delivery, and adaptability of the particular equipment for the specific use intended. The Purchaser reserves the right to reject any or all bids, to waive technicalities, and to accept whichever bid that may be in the best interest of the City, at its sole discretion. In addition the city reserves the right to reject all bids; the right to award a bid at one location and not the other; or to award a contract for each location to separate bidders.

No bidder may withdraw its bid for a period of thirty days after date of bid opening.

RaNae Edwards, City Clerk

**REPLACE CONCRETE - FIRE STATION 2
AND/OR
FIRE STATION 3**

**FIRE DEPARTMENT
CITY OF GRAND ISLAND, NEBRASKA**

CONTRACTOR'S BID

TO THE MEMBERS OF THE COUNCIL
CITY OF GRAND ISLAND
GRAND ISLAND, NEBRASKA

THE UNDERSIGNED BIDDER, having examined the plans, specifications, general and special conditions, and other proposed contract documents, and all addenda thereto and being acquainted with and fully understanding (a) the extent and character of the work covered by this Bid, (b) the location, arrangement, and specified requirements for the proposed work, (c) the location, character, and condition of existing streets, roads, highways, railroad, pavements, surfacing, walks, driveways, curbs, gutters, trees, sewers, utilities, drainage courses and structures, and other installations, both surface and underground which may affect or be affected by the proposed work, (d) the nature and extent of the excavations to be made and the handling and rehandling of excavated materials, (e) the location and extent of necessary or probable dewatering requirements, (f) the difficulties and hazards to the work which might be caused by storm and flood water, (g) local conditions relative to labor, transportation, hauling and rail delivery facilities, and (h) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools and plans, to perform all necessary labor and supervision, and to construct, install, erect, equip and complete all work stipulated in, required by and in accordance with the contract documents and the plans, specifications and other documents referred to therein (as altered, amended or modified by all addenda thereto) for and in consideration of the following prices:

EXPERIENCE DATA:

Each bidder shall supply the following data on his experience:

Name of Bidder: _____

<u>Project Owner/Contact/Phone No.</u>	<u>Project Location</u>	<u>Completion Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Additional Data: _____

ADDENDA:

Bidder acknowledges that Addenda Number(s) _____ were received and considered in Bid preparation.

The undersigned bidder agrees to furnish the required insurance and bonds and to enter into a contract immediately after acceptance of this Bid, and further agrees to complete all work covered by the foregoing bid in accordance with specified requirements. The proposed work will commence as soon as possible after the contract is signed and the required insurance is approved, with installation to be completed by _____, **20** unless circumstances prohibit working conditions. It is understood and agreed that time is the essence of the contract.

In submitting this bid it is understood that the right is reserved by the City to reject any and all bids; to waive irregularities therein and to accept whichever bid that may be in the best interest of the City. It is understood that this bid may not be withdrawn until after thirty (30) days from bid opening.

In submitting this bid, the bidder states that bidder fully complies with, and will continue to comply with, applicable State fair labor standards as required by section 73-102 R.R.S., 1943 and also complies with, and will continue to comply with, section 48-657 R.R.S., 1943 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. The bidder further represents that it has a drug-free work place policy, a copy of which will be furnished to the City upon request.

The undersigned bidder hereby certifies (a) that this bid is genuine and is not made in the interest of or in the behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation, (b) that he has not directly or indirectly induced or solicited any person, firm or corporation to refrain from bidding, (c) that he has not sought, by collusion or otherwise, to obtain for himself an advantage over any other bidder or over the City of Grand Island, and (d) that he has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.

DATED _____

SIGNATURE OF BIDDER:

If an Individual: _____ doing business
as _____

If a Partnership: _____
by _____, member of firm.

If a Corporation: _____
by _____ (Seal)

Title _____

BUSINESS ADDRESS OF BIDDER _____

TELEPHONE NUMBER OF BIDDER _____

FAX NUMBER OF BIDDER _____

ATTACHMENT: BIDDER HAS ATTACHED A LIST OF ALL MATERIALS TO BE USED FOR THIS BID.

**GENERAL SPECIFICATIONS
FOR
REPLACE CONCRETE - FIRE STATION 2
AND/OR FIRE STATION 3
FIRE DEPARTMENT
CITY OF GRAND ISLAND NEBRASKA**

Contact Person: Curt Rohling, Operations Division Chief
100 East 1st
Grand Island, NE 68801
Cell 308-379-9912, or FAX 308-385-5423
crohling@grand-island.com

A specification list of all materials being used must accompany the bid for information and evaluation purposes. Omission of any items necessary for a complete installation does not relieve bidder's responsibility to provide a complete project for the concrete replacement bid. All materials and procedures used for concrete replacement are subject to approval by Owner.

Instructions for Completing Specifications

Each bidder must submit an original and one copy of their bid.

Project description: Labor, materials and equipment to remove and replace concrete as per general specifications:

The aprons and approach to the street **excluding** recently installed concrete:

- Fire Station 2 – 1720 North Broadwell Avenue is at the north end.
- Fire Station 3 – 2310 South Webb Road is the ramp to the metal building and the concrete strip between Linweld and the fire station.
- Contractors are expected to physically visit the site so that any questions can be answered prior to bidding on the project.

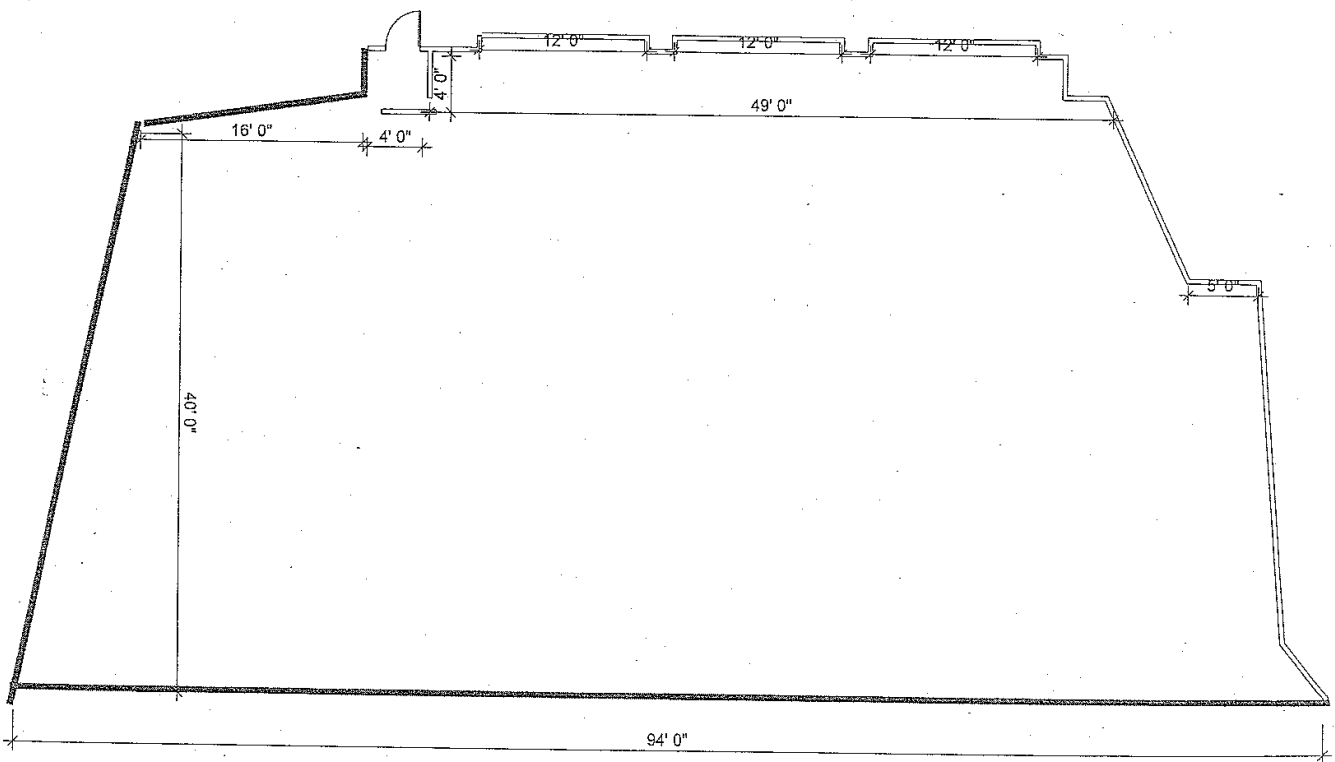
Bidders must complete the specifications by typing or printing responses in blanks. Check applicable columns adjacent to component heading.

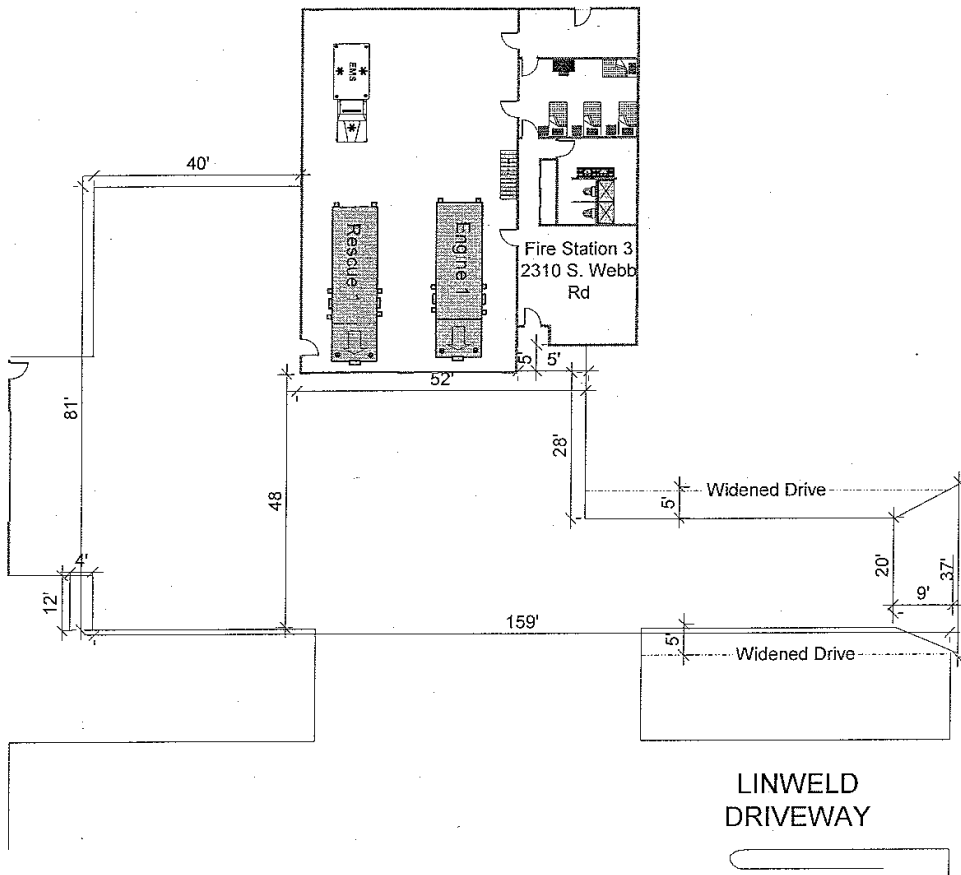
Column 1: Mark this column if equipment Exactly Meets Specifications.

Column 2: Mark this column if equipment is Less Than or Does Not Meet Specifications.

		Meets	Less
		_____	_____
1.	Remove concrete as necessary at site.	_____	_____
2.	Sub grade down to virgin soil, clean sand compacted to at least 98% of ASTM D698, Standard Proctor, between -3 and +3 of optimum moisture content.	_____	_____
3.	Install concrete 47B twelve inches (12") thick.	_____	_____
4.	Portland cement ASTM C 150, Type I/II <ul style="list-style-type: none"> • Fly ash not allowed. • Calcium chloride not allowed. • Water reducing admixture ASTM C 494C 494M, Type A. • Minimum compressive strength: 4000 psi at 28 days. • Install one mat #4 rebar, sixteen inch (16") centers both ways. 	_____	_____
5.	Cold weather placement must comply with AC1306.1 and as follows: Protect concrete work from physical damage or reduced strength that could be caused by front, freezing actions or low temperatures. <ul style="list-style-type: none"> • When average high low temperature is expected to fall below 40°F for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301. 	_____	_____

Grand Island Fire Dept
1720 N Broadwell
Front Approach





**CITY OF GRAND ISLAND, NEBRASKA
INSTRUCTIONS TO BIDDERS
FIRE DEPARTMENT**

**REPLACE CONCRETE - FIRE STATION 2
AND/OR FIRE STATION 3**

EXCEPTIONS TO SPECIFICATIONS: Each bidder shall carefully check all requirements herein set forth and shall offer items which fully comply with these requirements or shall plainly set forth all points, features, conditions, specifications, etc., wherein his items offered do not meet these specifications. Such exceptions as are made shall be listed by page number in the following blanks and shall be marked in ink on the pages of these specifications. Exceptions shall be explained in detail in a letter accompanying the bid. Reference shall not be made to other attachments for exceptions and supplementary terms. Failure to outline such exceptions as specifically stated herein will require the successful bidder to comply with these specifications. In case of conflict between the bid and these specifications, these specifications shall govern unless specific exceptions are listed by the bidder.

Exceptions to specifications, pages _____

SUBMISSION OF BIDS: All bids shall be submitted on the bid forms hereto attached, which shall remain with the complete Contract Documents as originally issued and **be addressed to the City Clerk**. Copies of addenda, if any, shall be signed plainly marked, **“BID FOR FIRE DEPARTMENT – REPLACING CONCRETE AT FIRE STATION 2 AND/OR FIRE STATION 3.”**

INSURANCE COVERAGE: The Contractor shall purchase and maintain at his expense as a minimum insurance coverage of such types and in such amounts as are specified herein to protect Contractor and the interest of Owner and others from claims which may arise out of or result from Contractor's operations under the Contract Documents, whether such operations be by Contractor or by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. Failure of Contractor to maintain proper insurance coverage shall not relieve him of any contractual responsibility or obligation.

BASE BID: The bidder is expected to base his bids on materials and items complying fully with these specifications, and in the event he names in his bid materials or items which do not conform, he will be responsible for furnishing materials and items which fully conform at no change in his bid price.

ALTERNATE BIDS: It is the desire of the Owner that the bidder base his bid price for this project on the written specifications. If an alternate bid or bids are submitted by a bidder, it is desired that he first submit a bid price as above described and then describe his alternate bid. Failure to do so may be reason for not extending any consideration to alternate bids.

BIDDER QUALIFICATION: Bids will be received only from qualified bidders. A bidder will be considered qualified if he is a recognized manufacturer or supplier of materials and items similar to that specified herein with complete factory facilities in the United States and has had experience in the design and manufacture of items of equal or greater size than that specified herein. If requested, the Bidder shall supply experience data. Such data will be used to assist in determining the qualifications of the Bidder. Bidder must comply with all applicable Federal, State and Local rules and regulations.

CHECKS OR BID BONDS: Checks or bid bonds of the unsuccessful bidders will be returned when their bids have been rejected and not to exceed 45 days from the date bids are opened. All bids shall remain in force for this 45-day period. The check or bid bond of the successful bidder will be returned when the Contracts are signed by both parties and necessary bond supplied. Should the Purchaser make an award to a Contractor who refuses to enter into Contract and furnish the required bonds within 15 days after notification of acceptance, then the bid security which has been deposited with the Purchaser will be forfeited to the Purchaser as liquidated damages.

PERFORMANCE BOND: When required, on award of the Contract, the successful Contractor shall furnish a Performance Bond which shall be in an amount equal to the full Contract price, guaranteeing faithful compliance with all requirements of the Contract Documents and complete fulfillment of the Contract, and payment of all labor, material and other bills incurred in carrying out this Contract. According to the Nebraska Law, the surety company executing the Performance Bond must be authorized to do business in the State of Nebraska.

PAYMENT BOND: When required, on award of the Contract, the successful Contractor shall furnish a Payment Bond which shall be in an amount equal to the full Contract price, guaranteeing protection of all persons supplying labor and materials to the Contractor or its subcontractors for the performance of the work provided for in the Contract. In accordance with Nebraska Law, the surety company executing the Payment Bond must be authorized to do business in the State of Nebraska.

TAXES: The City of Grand Island is exempt from paying local City and State Sales Tax. Refer to Exempt Sale Certificate enclosed for your information. Contractor must pay any other tax which might be applicable.

REQUESTS FOR PAYMENT: The City of Grand Island will make payments only after approval at regularly scheduled City Council meetings. These meetings typically occur the second and fourth Monday each month. Requests for payment must be received no less than ten working days prior to the designated meeting to allow proper review and consideration. Payments will only be made after final completion of the project to City's satisfaction unless otherwise stated in bidding documents.

REQUEST FOR INTERPRETATION: If any person contemplating submitting a bid for this Contract is in doubt as to the true meaning of any part of the specifications or other proposed Contract documents, he may submit to the Purchasing Department a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued and/or delivered to each person receiving a set of such documents. The addenda upon closing shall become a part of the Contract. The Purchasing Department will not be responsible for any other explanation or interpretation of the proposed documents.

TIME OF COMPLETION: All work on the Replacement of the concrete at Fire Station 2 and/or Fire Station 3 shall be completed by _____, **20** unless "weather circumstances" prohibit working conditions.

CLEANING UP: Contractor shall maintain a clean and safe work area while on site.

ADDENDA: Any addendum to the specifications issued during the time allowed for preparation of bids shall be covered in the bid and, upon closing; the Contract shall become a part of the specifications. One copy of each addendum issued before the date of the letting will be sent to all bidders. One signed copy is to be returned immediately to the Purchasing Department as acknowledgement of receipt.

MODIFICATION OF BIDS: Bids may be modified or withdrawn by an appropriate document duly executed in the manner that a bid must be executed and delivered to the place where bids are to be submitted at any time prior to the final time set for receiving bids. Bidders may modify or withdraw bids by Fax communication at any time prior to the time set for receiving bids provided this instruction is positively identified. Any Fax modification should not reveal the amended bid price but should provide only the addition, subtraction or other modifications. A duly-executed document confirming the Fax modification shall be submitted within three days after bids are opened.

BID DATA: Bidders shall submit bid data, if required, on items offered in the Bid by filling in one set of data sheets supplied by the Purchasing Department. The bid sheets shall be filled out legibly in ink to permit reproduction.

FINANCIAL STATEMENT: The bidder shall furnish upon request a complete financial statement signed by the bidder, if an individual, by all partners of the bidder is a partnership and, by the President or Secretary, if the bidder is a corporation.

EQUAL EMPLOYMENT OPPORTUNITY: The Contractor agrees that during the performance of this Contract not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, disability or national origin, and to comply with Executive Order 11,246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor, and Chapter 20 of the Reissue Revised Statutes of the State of Nebraska.

LOCAL CONDITIONS: Each bidder shall have an authorized representative visit the site of the work and thoroughly inform himself of all conditions and factors which would affect the work and the cost thereof, including the arrangement and conditions of existing or proposed structures affecting or affected by the proposed work; the procedure necessary for maintenance of uninterrupted operation; the availability and cost of labor and facilities for transportation, handling, and storage of materials and equipment.

It must be understood and agreed that all such factors have been investigated and considered in the preparation of every bid submitted. No claims for financial adjustment (to any Contract awarded for the work under these Specifications and

documents) will be permitted by the City, which are based on lack of such prior information, or its effect on the cost of the work.

GRATUITIES AND KICKBACKS: City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

FEDERAL IMMIGRATION VERIFICATION SYSTEM: Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

CORRESPONDENCE: Correspondence regarding drawings, instruction manuals, and other engineering data shall be clearly marked "FOR FIRE DEPARTMENT" and sent through:

City of Grand Island
Wesley Nespor, Purchasing Agent
100 E. 1st Street
PO Box 1968
Grand Island, NE 68802-1968
(308) 385-5444 ext. 138

LOCAL BIDDER PREFERENCE: In case of tied low bids, all other things being equal, preference shall be given in the following order:

1. To those bidders who manufacture their products within the limits of the City of Grand Island.
2. To those bidders who manufacture their products within the limits of the County of Hall.
3. To those bidders who package, process, or through some other substantial operation have employees and facilities for these purposes in the City of Grand Island.
4. To those bidders who package, process, or through some other substantial operation have employees and facilities for these purposes in the County of Hall.
5. To those bidders who maintain a bona fide business office in the City of Grand Island, whose products may be made outside the confines of the City of Grand Island.
6. To those bidders who maintain a bona fide business office in the County of Hall, whose products may be made outside the confines of the County of Hall.
7. To those bidders whose commodities are manufactured, mined, produced, or grown within the state of Nebraska, and to all firms, corporations, or individuals doing business as Nebraska firms, corporations or individuals, when quality is equal or better, and delivered price is the same or less than the other bids received.
8. To those bidders whose commodities are manufactured, mined, produced, or grown within the United States of America, and to all firms, corporations, or individuals doing business as firms registered in states other than Nebraska, when quality is equal or better, and delivered price is the same or less than the other bids received.
9. City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval,

recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a common or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

CONTRACT AGREEMENT - SAMPLE

THIS AGREEMENT made and entered into this _____ day of November, 2009, by and between _____ hereinafter called the Contractor, and the City of Grand Island, Nebraska, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published, for and in consideration with REPLACING CONCRETE AT FIRE STATION 2 AND/OR FIRE STATION 3; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the bids submitted, and has determined the aforesaid Contractor to be the lowest responsive and responsible bidder, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself, or themselves, and its, his, or their successors, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached General Specifications, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's bid;

ARTICLE II. That the City shall pay to the contractor for the performance of the work embraced in this contract and the contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of _____ Dollars \$ _____ for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

ARTICLE III. The contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of **replacing the concrete at Fire Station 2 and/or Fire Station 3.**

ARTICLE IV. That the contractor shall start work as soon as possible after the contract is signed and the required insurance is approved, and that the Contractor shall complete the work by _____, **20**, unless circumstances prohibit working conditions for the replacement of the concrete at Fire Station 2 and/or Fire Station 3. It is understood and agreed that time is the essence of the contract.

ARTICLE V. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations. The Contractor further agrees to maintain a drug-free workplace policy.

CONTRACT AGREEMENT (Continued)

ARTICLE VI. City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a common or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE VII. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement as of the date and year first above written.

Contractor _____

By _____

Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA,

By _____
Mayor

Date _____

Attest: _____
City Clerk

The contract, bonds and insurance are in due form according to law and are hereby approved.

Attorney for the City

Date _____

MINIMUM INSURANCE REQUIREMENTS
CITY OF GRAND ISLAND, NEBRASKA

The successful bidder shall obtain insurance from companies authorized to do business in Nebraska of such types and in such amounts as may be necessary to protect the bidder and the interests of the City against hazards or risks of loss as hereinafter specified. This insurance shall cover all aspects of the Bidder's operations and completed operations. Failure to maintain adequate coverage shall not relieve bidder of any contractual responsibility or obligation. Minimum insurance coverage shall be the amounts stated herein or the amounts required by applicable law, whichever are greater.

1. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

This insurance shall protect the Bidder against all claims under applicable State workers compensation laws. This insurance shall provide coverage in every state in which work for this project might be conducted. The liability limits shall not be less than the following:

Workers Compensation	Statutory Limits
Employers Liability	\$100,000 each accident
	\$100,000 each employee
	\$500,000 policy limit

2. BUSINESS AUTOMOBILE LIABILITY

This insurance shall be written in comprehensive form and shall protect the Bidder, Bidder's employees, or subcontractors from claims due to the ownership, maintenance, or use of a motor vehicle. The liability limits shall be not less than the following:

Bodily Injury & Property Damage	\$ 500,000 Combined Single Limit
---------------------------------	----------------------------------

3. COMPREHENSIVE GENERAL LIABILITY

The comprehensive general liability coverage shall contain no exclusion relative to explosion, collapse, or underground property. The liability limits shall be not less than the following:

Bodily Injury & Property Damage	\$ 500,000 each occurrence
	\$1,000,000 aggregate

4. UMBRELLA LIABILITY INSURANCE

This insurance shall protect the Bidder against claims in excess of the limits provided under employer's liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$1,000,000 each occurrence
	\$1,000,000 general aggregate

5. ADDITIONAL REQUIREMENTS

The City may require insurance covering a Bidder or subcontractor more or less than the standard requirements set forth herein depending upon the character and extent of the work to be performed by such Bidder or subcontractor.

Insurance as herein required shall be maintained in force until the City releases the Bidder of all obligations under the Contract.

The Bidder shall provide and carry any additional insurance as may be required by special provisions of these specifications.

6. CERTIFICATE OF INSURANCE

Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. **The certificates shall show the City as an additional insured on all coverage except Workers Compensation. The certificate shall state that thirty (30) days written notice shall be given to the City before any policy is cancelled (strike the "endeavor to" wording often shown on certificate forms). If the bidder cannot have the "endeavor to" language stricken, the bidder may elect to provide a new certificate of insurance every 30 days during the contract. Bidder shall immediately notify the City if there is any reduction of coverage because of revised limits or claims paid which affect the aggregate of any policy.**