

Working Together for a Better Tomorrow. Today.

### **SPECIFICATION PACKAGE**

for

## PULVERIZER SEPARATOR TOPS & CLASSIFIER ASSEMBLIES

Bid Opening Date/Time
August 9, 2011 @ 2:00 p.m. (local time)
City of Grand Island, City Hall
100 East 1<sup>st</sup> Street, P.O. Box 1968

**Grand Island, NE 68802-1968** 

Contact
of Grand Island – Utilities De

City of Grand Island – Utilities Department Platte Generating Station 308/385-5496

Date issued: July 26, 2011

# ADVERTISEMENT TO BIDDERS FOR PULVERIZER SEPARATOR TOPS & CLASSIFIER ASSEMBLIES FOR CITY OF GRAND ISLAND, NEBRASKA

Sealed bids will be received at the office of the City Clerk, 100 E. First Street, P.O. Box 1968, Grand Island, Nebraska 68802, until Tuesday, August 9, 2011 at 2:00 p.m. local time for Pulverizer Separator Tops & Classifier Assemblies, FOB the City of Grand Island, freight prepaid. Bids will be publicly opened at this time in the Grand Island City Hall Council Conference Room #1 located on 1<sup>st</sup> floor of City Hall. Submit an original and three copies. Bid proposal package is also available on-line at <a href="www.grand-island.com">www.grand-island.com</a> under Business-Bid Calendar. Bids received after the 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. Successful bidder shall maintain a drug free workplace policy. 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.

Each bidder shall submit with the bid a certified check, a cashiers check, or bid bond payable to the City Treasurer in an amount no 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 fourteen (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. Surety companies authorized to do business in the State of Nebraska must issue bid bonds.

Bids will be evaluated by the Purchaser based on price, schedule, quality, adherence to schedule, plan and specifications, economy and efficiency of operation, experience and reputation of the bidder, ability, capacity, and skill of the bidder to perform contract required and adaptability of the particular items to the specific use intended.

The Purchaser reserves the right to reject any or all bids, to waive irregularities therein, and to accept whichever bid that may be in the best interest of the City, at its sole discretion.

No bidder may withdraw his bid for a period of thirty (30) days after date of bid opening.

RaNae Edwards, City Clerk

## PULVERIZER SEPARATOR TOPS & CLASSIFIER ASSEMBLIES BID DATA FORM

CITY OF GRAND ISLAND GRAND ISLAND, NE

The undersigned bidder, having examined all specifications and other bidding documents, and all addenda thereto, and being acquainted with and fully understanding all conditions relative to the specified materials and equipment, hereby proposes to provide such equipment FOB the City of Grand Island, freight prepaid, at the following price:

ITEM DESCRIPTION		EXTEND	EXTENDED COST		
Base Bid: Material		\$			
Labor		\$			
Applicable Sales tax*		\$			
Total Base Bid		\$			
* If bidder fails to include sales bid price, the City will add a 7.0° will only pay actual sales tax du	% figure to the bid price for eva				
By checking this box, Bidder acknowledges that Addenda Number(s) were received and considered in Bid preparation.  According to Nebraska Sales and Use Tax Requirements, Section 1-017, Contractors, check which option you have selected to file with the Nebraska Department of Revenue:					
Option 1 (Section 1-017.05)	Option 2 (Section 1-017.06)	Option 3 (Section 1	-017.07)		
If the Nebraska sales and use tax ele Option 1 for sales and use tax purpose	ection is not filed or noted above, the cones.	ntractor will be treated as	a retailer under		
Bidder Company Name			Date		
Company Address	City	State	Zip		
Print Name of Person Complet	ing Bid		Signature		
Telephone No	Fax No				
By checking this box, Bidde	er acknowledges there are Ex				

#### **CHECKLIST FOR BID SUBMISSION**

#### **FOR**

#### **PULVERIZER SEPARATOR TOPS & CLASSIFIER ASSEMBLIES**

Bids must be received by the City Clerk before 2:00 p.m. on Tuesday, August 9, 2011.

The following items must be completed for your bid to be considered. □ A signed original and three copies of the bidding documents. □ A reference list of at least three projects of similar scope and complexity. □ A complete schedule for the manufacture and delivery of this equipment. Firm lump sum pricing; firm unit pricing in case adjustments are necessary, and breakout of sales tax pricing. Selection of Nebraska Sales Tax Option. □ Acknowledgment of Addenda Number(s) \_\_\_\_\_. Bidders must complete and sign the Bid Data Form provided in these Documents. All blank spaces must be filled in. Bidders shall acknowledge receipt of any Addenda information on the Bid Data Form. A certified check, cashiers check or bid bond 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. Please check off each item as completed. Company Signature

Fax No. \_\_\_\_\_

Telephone No. \_\_\_\_\_

#### **INSTRUCTIONS TO BIDDERS**

#### 1. GENERAL INFORMATION.

The following instructions outline the procedure for preparing and submitting Bids. Bidders must fulfill all requirements as specified in these Documents.

#### 2. TYPE OF BID.

Bidders shall be required to submit prices for all items listed in the Bid Data Form.

#### 3. PREPARATION OF BIDS.

Bidders shall use only the Bid Data Form provided in these Documents. All blank spaces in the Bid Data Form, must be filled in, preferably in BLACK ink, in both words and figures where required. No changes to the wording or content of the forms is permitted. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures.

Prices stated shall be f.o.b. with freight and full insurance paid by Bidder, to the job site located in Grand Island.

The Bidder shall acknowledge receipt of all addenda in the Bid Data Form. Bids received without acknowledgement or without the Addendum enclosed will be considered informal.

#### 4. SUBMISSION OF BIDS.

All Bids must be submitted intact not later than the time prescribed, at the place, and in the manner set forth in the ADVERTISEMENT FOR BIDS. Bids must be made on the Bid Data Form provided here in. Each Bid must be submitted intact in a sealed envelope, so marked as to indicate its contents without being opened, and delivered in person or addressed and mailed in conformance with the instructions in the ADVERTISEMENT FOR BIDS.

#### 5. BID SECURITY.

Bids must be accompanied by cash, a certified check, or cashier's check drawn on a bank which is insured by the Federal Deposit Insurance Corporation, or a bid bond issued by a Surety authorized to issue such bonds in the state where the Work is located, in the amount of 5 percent of the bid amount payable to OWNER. This bid security shall be given as a guarantee that the Bidder will not withdraw his Bid for a period of 30 days after bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish a properly executed Performance Bond and Payment Bond each in the full amount of the Contract price within the time specified.

The Attorney-in-Fact that executes this bond in behalf of the Surety must attach a notarized copy of his power of attorney as evidence of his authority to bind the Surety on the date of execution of the bond. Where State Statue requires, certification by a resident agent shall also be provided.

#### 6. RETURN OF BID SECURITY.

Within 15 days after the award of the Contract, the OWNER will return the bid securities to all Bidders whose Bids are not to be further considered in awarding the contract. All other retained bid securities will be held until the Contract has been finally executed, after which all bid securities, other than Bidders' bonds and guarantees which have been fortified, will be returned to the respective Bidders whose Bids they accompanied.

#### 7. BASIS OF AWARD.

The award will be made by the OWNER on the basis of the Bid from the lowest responsive, responsible Bidder which, in the OWNER's sole and absolute judgment will best serve the interest of the OWNER. All Bids will be considered on the following basis:

Conformance with the terms of the Bid Documents.

Bid price. Cost of installation. Suitability to project requirements. Delivery time.

Responsibility and qualification of Bidder.

The OWNER reserves the right to reject all Bids, or any Bid not in conformance with the intent of the Bid Documents, and to waive any informalities and irregularities in said Bids.

#### 8. EXECUTION OF CONTRACT.

The successful Bidder shall, within 15 days after receiving notice of award, sign and deliver to the OWNER the Contract hereto attached together with the acceptable bonds as required in these Bid Documents. Within 15 days after receiving the signed Contract with acceptable bond(s) from the successful Bidder, the OWNER's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

#### 9. TIME OF COMPLETION.

The time of completion of the Work to be performed under this Contract is the essence of the Contract. The time allowed for the completion of the Work is stated in the Bid Data Form.

#### 11. 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 therefor. 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.

#### 12. FISCAL YEAR.

The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

#### **CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into by and between [SUCCESSFUL BIDDER], 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 *PULVERIZER SEPARATOR TOPS AND CLASSIFIER ASSEMBLIES*; 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:

<u>ARTICLE I.</u> That the following documents shall comprise the Contract, and shall together be referred to as the "Agreement" or the "Contract Documents";

- 1. This Contract Agreement.
- 2. City of Grand Island's Specification for this project.
- 3. [NAME OF SUCCESSFUL BIDDER] bid signed and dated [DATE OF BID].

In the event of any conflict between the terms of the Contract Documents, the provisions of the document first listed shall prevail.

ARTICLE II. 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;

<u>ARTICLE III</u>. 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 **[DOLLAR AMOUNT] (\$00.00)** for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article II; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

The total cost of the Contract includes:

Base Bid:	\$	.00
Sales Tax on Materials/Equipment:	\$	.00
Sales Tax on Labor:	<u>\$</u>	.00
Total	\$	.00

The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

ARTICLE IV. 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 the IPROJECT NAME].

<u>ARTICLE V</u>. That the Contractor shall start work as soon as possible after the contract is signed and the required bonds and insurance are approved, and that the Contractor shall deliver the equipment, tools, supplies, and materials F.O.B. Platte Generating Station.

ARTICLE VI. 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 agrees to maintain a drug-free workplace policy and will provide a copy of the policy to the City upon request. 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.

#### 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 therefor. 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.

[SUCCESSFUL BIDDER]		
By	Date	
Title		
CITY OF GRAND ISLAND, NEBRASKA		
By	Date	
Mayor		
Attest:City Clerk		
	7	
The contract is in due form according to law and hereby approved.		
	Date	
Attorney for the City		



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#### REQUEST FOR BIDS - GENERAL SPECIFICATIONS

The Bid shall be in accordance with the following and with all attached BID DATA and DETAILED SPECIFICATIONS.

All prices are to be furnished and installed FOB, Grand Island, Nebraska. **All prices shall be firm, and shall include all sales and use taxes as lawfully assessed under laws and regulations of the State of Nebraska.** \* If bidder fails to include sales tax in their bid price or takes exception to including sales tax in their bid price, the City will add a 7.0% figure to the bid price for evaluation purposes; however, the City will only pay actual sales tax due.

Bids shall include the following on the **outside** of the mailing envelope: "**Pulverizer Separator Tops & Classifier Assemblies**". All sealed bids are due no later than **Tuesday, August 9, 2011 at 2:00 p.m. local time**. Submit <u>an original and three copies</u> of the bid to:

Mailing Address: City Clerk Street Address: City Clerk City Hall City Hall

P. O. Box 1968 100 E. First Street
Grand Island, NE 68802 Grand Island, NE 68801

Bids will be opened at this time in the City Hall Council Conference Room #1 located on 1<sup>st</sup> floor of City Hall. Any bid received after the specified date will not be considered. No verbal bid will be considered.

Bids will be evaluated by the Purchaser based on price, schedule, quality, adherence to schedule, plan and specifications, economy and efficiency of operation, experience and reputation of the bidder, ability, capacity, and skill of the bidder to perform contract required and adaptability of the particular items to the specific use intended.

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. Contractor shall maintain a drug free workplace policy. 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.

The equipment and materials must be new, the latest make or model, unless otherwise specified. Prior to approving the invoice for payment, the City reserves the right to thoroughly inspect and test the equipment to confirm compliance with specifications. Any equipment or material which does not meet the City's requirements will be returned at vendor's expense for correction. The invoice will be paid after approval at the next regularly scheduled Council meeting and occurring after departmental approval of invoice; the City Council typically meets the second and fourth Tuesday of each month. Invoices must be received well in advance of Council date to allow evaluation and processing time.

Each bidder shall submit with the bid a certified check, a cashiers check, or bid bond payable to the City Treasurer in an amount no 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 fourteen (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. Surety companies authorized to do business in the State of Nebraska must issue bid bonds.

Successful bidder shall comply with the City's insurance requirements; performance and payment bonds are required for this project if outlined in the Detailed Specifications and Instructions to Bidders.

All bids shall be valid for at least thirty (30) working days after the bid deadline for evaluation purposes.

**All bids must be on the bid form and must be signed and dated to be accepted**. Please contact Lynn Mayhew at 308-385-5495, for questions concerning this specification.

#### **Pulverizer Separator Tops & Classifier Assemblies**

#### **DETAILED SPECIFICATIONS**

<u>SCOPE.</u> This specification is for one (1) replacement pulverizer separator top and the corresponding actuated classifier assemblies for the Platte Generating Station (PGS).

LOCATION. PGS is located at 1035 W. Wildwood Drive, approximately two miles south of Grand Island, Nebraska.

<u>DESCRIPTION</u>. PGS utilizes coal pulverizers of the CE-Bowl design. The components referenced in this specification correspond to our specific model 683 "RS" Bowl Mills. These are Shallow Bowl Mills and members of the 70" – 703 Mill Family.

The following items, specific to our CE-683 model, shall be fabricated and delivered to the PGS:

- One (1) complete Static Classifier for installation in a CE-683 Coal Pulverizer
  - o Classifier cones shall be fabricated from wear-resistant steel plate
  - Classifier vane spindles shall be oversized to 1.50" diameter
  - o Oversized, greasable classifier spindle assemblies
- One (1) complete Classifier Actuator System for use with OEM classifier blade shafts/spindles on CE-683 Coal Pulverizers
- One complete set of hardened classifier vanes
- One (1) Mill Top configured and assembled for the use of OEM components on a CE-683 Coal Pulverizer
- Cone support brackets as used on mills with tops replaced in 2008.

<u>SCHEDULE</u>. The Contractor shall provide a complete schedule for the manufacture and delivery of this equipment to be submitted with the bid. Final detailed drawings shall be submitted prior to delivery. The components shall be delivered on a timely schedule.

The Contractor's representative shall visit the plant to take measurements as necessary. Additionally, this representative shall work with the City's staff when the equipment is to be installed in 2011 at the Platte Generating Station. A schedule shall be mutually agreed upon for this in-plant Contractor support.

QUALIFICATIONS. The Contractor shall demonstrate that it has provided equipment and field services of the same type and scope of supply as proposed for this specification on a minimum of three other facilities of similar type within the 3 years preceding the bid date for this bid. The evidence shall consist of a listing of the facilities to indicate the owner's name, location, the name and telephone number of an individual employed by the owner who would be familiar with the equipment furnished and work performed by the bidder, date of delivery, and a description of the equipment furnished. This information shall be submitted with the bid.

MANUFACTURER'S FIELD SERVICE REPRESENTATIVE. The Contractor shall include in the lump sum bid price field service representative time to make all field measurements and collect all field data required for the design of the separator tops and classifier components. The Contractor is responsible for all interface information required for proper installation, fitting, and operation of the equipment. The Contractor shall also include in the lump sum bid price field service representative time to supervise the installation of the equipment at the Platte Generating Station including rigging, positioning, and fitting. The City will provide skilled craft labor, tools, and equipment in order to perform the installation.

The lump sum price shall include all transportation, expenses, Contractor field service representative expenses (including travel and living expenses), other expenses, and standard terms and conditions which will be in effect during the project.

<u>SHIPMENT</u>. The Contractor shall be responsible for transportation of the equipment from its facilities to the Platte Generating Station. This shall include scheduling, insurance at the insurable value of the equipment in transit, protection of the equipment, and all associated costs. Equipment shall be shipped to the plant site in suitable protective containers. Any equipment received damaged will be returned or repaired at the Contractor's expense.

<u>GUARANTEE/WARRANTY</u>. The Contractor shall warranty the equipment to be free from defects (in materials or workmanship) for a period of one year from the date the equipment is placed in service at Platte Generating Station. If during the warranty period a defect or failure is determined or incurred, the Contractor shall repair the equipment at its expense. If it is necessary for the Contractor to repair the equipment "off premises" during the warranty period, the Contractor shall pay all transportation related expenses.

<u>PRICING:</u> The Contractor shall provide a firm lump sum price for the manufacture, shipping, and supervised installation of the specified equipment.

The Platte Generating Station is <u>NOT</u> tax exempt and is subject to 7.0% sales tax. See the Nebraska Department of Revenue web site at <u>www.revenue.state.ne.us</u> for contractor's tax information.

<u>CONTACT</u>: Questions regarding this specification may be directed to:

Lynn Mayhew Platte Generating Station 1035 W. Wildwood Dr. Grand Island, NE 68801 Ph. (308) 385-5495 Fax (308) 385-5353

## 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 Employers Liability Statutory Limits \$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.