

CITY OF LINCOLN
 COUNTY OF LANCASTER

Vince M. Mejer
 Purchasing Agent

(402) 441-7410 FAX: (402) 441-6513
 purchasing@lincoln.ne.gov

QUOTATION REQUEST

Quote Prices F.O.B. Destination
 Lincoln, Nebraska

Date - 4/17/07
 Order No. - 1925 OQ
 Date Due - 04/24/07

QUOTATIONS MUST BE RECEIVED IN
 THE PURCHASING DIVISION OFFICE BY
 THE DUE DATE SPECIFIED ABOVE

PLEASE MAKE NECESSARY VENDOR
 INFORMATION CORRECTIONS ON THIS FORM:

VENDOR INFORMATION

Return Quotation Request To:

Purchasing Division
 K-Street Complex
 440 S 8th St Ste 200
 Lincoln NE 68508
 Hinze, Shelly

14 pgs.

Buyer

Item Number / Description	Quantity	UM	Unit Price	Total Price
36010000000 Carpets and Rugs	200	Sq. Yd.		

Commercial Office carpet at per attached specification

Pre - Bid meeting, April 20, 2007 Lincoln Water System at
 2021 North 27th, Lincoln, NE, 10:30 a.m.

Mfg _____ No. _____

Please fax your quotation back to us by 4:30 p.m. on the
 above referenced date. Fax to attention of Shelly Hinze
 at 402-441-6513.

VENDOR MUST COMPLETE THE FOLLOWING

The undersigned represents and warrants that he/she has full and complete authority to submit this quotation and to enter into a contract upon acceptance by the City/County. The undersigned agrees to comply with all conditions above and on reverse side of this document.

COMPANY NAME BY (PRINT NAME)

ADDRESS SIGNATURE

..... TITLE

TELEPHONE DATE

FAX DELIVERY SCHEDULE

EMAIL ADDRESS DAYS ARO

PURCHASING DIVISION
CITY OF LINCOLN AND LANCASTER COUNTY, NEBRASKA
INSTRUCTIONS TO BIDDERS

1. **BIDDING PROCEDURE** - A bid by a corporation must be signed in the name of such organization by a duly authorized official thereof. Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization. Most departments of the City of Lincoln and Lancaster County agencies are exempt from federal excise taxes and state and local sales and use taxes. Kindly bid without taxes. The City/County will be responsible for paying any taxes which may be due.
2. **FAIR EMPLOYMENT PRACTICES** - Each bidder agrees that he/she will not discriminate against any employee or applicant for employment because of age, race, color, religion, ancestry, national origin, disability, sex or marital status, and that he will take affirmative action to assure that applicants are employed and that employees are treated during employment without regard to age, race, color religion, ancestry, national origin, disability, sex or marital status.
3. **DATA PRIVACY** - Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, patents and patent rights. The bidder agrees to hold the City/County harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.
4. **INDEPENDENT PRICE DETERMINATION** - By signing and submitting this bid, the bidder certifies that: The prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
5. **CLARIFICATION OF SPECIFICATION DOCUMENTS** - Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents. Interpretations, corrections and changes made to the specification documents will be made by written addenda. Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City/County; and bidders shall not rely upon such interpretations or changes. No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except: An addendum withdrawing or postponing the invitation to bid.
6. **BRAND NAMES** - If and wherever in the material specifications or proposal form brand names, make, manufacturer, trade name, or vendor catalog number is specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow. It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the City/County that said item is equal to or better than the product specified. If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City/County's specifications.
7. **DEMONSTRATION/SAMPLES** - If requested, the bidders shall, at bidder's expense, demonstrate and/or furnish samples of the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City/County.
8. **DELIVERY** - Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. F.O.B. to the City/County at the location specified by the City/County, with all transportation charges paid.
9. **WARRANTIES, GUARANTEES AND MAINTENANCE** - A copy of the manufacturer's warranties and/or guarantees for the items being bid must accompany your proposal. A copy of your company's maintenance policies and costs must also accompany your proposal. Replacement parts of defective components shall be shipped to the City/County at no cost. If defective parts are required to be returned to the bidder, the shipping costs shall be borne by the bidder.
10. **ACCEPTANCE OF MATERIAL** - The finished materials must be new, the latest make or model, of the best quality, unless otherwise specified, and the highest grade workmanship. The material delivered under this proposal shall remain the property of the bidder until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted by the City/County. The material delivered must be fully in accord with specification documents. In the event the material and/or services supplied to the City/County is found to be defective or does not conform to specification documents, the City/County reserve the right to cancel the order upon written notice to the bidder and return materials to bidder at the bidder's expense. Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln or Lancaster County, Nebraska, as required by the contract documents or purchase orders. Selling dealer's advertising decals, stickers or other signs shall not be affixed to the equipment; vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forings, stampings, nameplates and logos are acceptable.
11. **BID EVALUATION AND AWARD** - The signed bid shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City/County of purchase orders, contract award notifications, or other contract documents appropriate to the work. No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid. In case of a discrepancy between the unit prices and their extensions, the unit price shall govern. The City/County reserve the right to accept or reject any or all bids, or part of bids, to waive irregularities and technicalities, and to request rebids on the material described in the specification documents.
12. **TERMS OF PAYMENT** - Unless other specification provisions state otherwise, payment in full will be made by the City/County within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.
13. **LAWS** - The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

Specification
Carpet - Lincoln Water System
2021 North 27th, Lincoln, NE

1 **SCOPE OF WORK**

- 1.1 The scope of work includes furnish, deliver, remove existing carpet, all floor preparation and installation of new carpet all necessary molding & thresholds.
- 1.2 Lincoln Water System intends to enter into a contract with selected firm to provide and install new carpet per manufacturers specifications in designated areas of the facility.
- 1.3 Proposed work includes all current carpeted areas of the facility.
- 1.4 Existing straight base cove to remain.
- 1.5 It is estimated total carpet to be approximately 200 sq. yds.

2. **SITE INSPECTION**

- 2.1 A site visit is recommended before one submits a bid on this project.
- 2.2 All interested Contractors should attend the pre-bid conference at the facility for measurements (estimate provided on the bidding schedule of total sq. yds.) and inspection of the conditions under which the work will be performed.
 - 2.2.1 Pre-Bid conference
 - Date: Friday April 20, 2007
 - Time: 10:30 a.m.
 - Location: 2021 North 27th St., in front of entrance
- 2.3 No adjustments or extra compensation will be made for any condition and/or measurement which the Contractor might have fully informed himself of prior to bidding.

3 **INQUIRIES**

- 3.1 For bidding information contact:
 - Vince M. Mejer, Purchasing Agent
 - City/County Purchasing (402) 441-8314
 - FAX: (402) 441-6513

4 **SUCCESSFUL CONTRACTOR WILL BE RESPONSIBLE FOR**

- 4.1 The removal and disposal of all old existing floor covering.
- 4.2 The removal of any glue, staples, nails, tack strips, etc. from old installation and proper surface preparation as per manufacturer's specification for all new floor covering.
- 4.3 Any high or low areas will be properly leveled to insure a smooth level floor surface for new products.
- 4.4 All phases of the removal and installation process shall be coordinated with Robyn Miller of the City of Lincoln, Water Department.
 - 4.4.1 The intent of this scheduling is to provide as little disruption of the daily activity as possible.
 - 4.4.2 Advance notification: 1 week is required.

5 **SUMMARY**

- 5.1 Project includes Carpet removal, new carpet and accessories for direct glue down instruction.
- 5.2 Approval of alternate or substitute products will be considered only under the terms

and conditions as outlined below:

- 5.2.1 Whenever a particular make of material or trade name is specified herein, it shall be regarded as being indicative of the standards required.
- 5.2.2 Regardless of format of specifications, any product other than those named in Section 11, must proceed as an alternate or substitute.
- 5.2.3 A bidder who proposes to quote on the basis of an alternate or substitute material or system shall submit to the Purchasing Agent, at least ten (10) days prior to the scheduled bid date, the following information.
 - 5.2.3.1 Written application on company letterhead for approval of alternate or substitute to include specifications of alternate or substitute carpet on company letterhead and signed by company officer.
 - 5.2.3.2 24" x 24" sample of the proposed alternate with recommended backing technology.
 - 5.2.3.3 A complete sample representation of colors available.
 - 5.2.3.4 Copies of warranties for proposed alternate or substitute.
 - 5.2.3.5 List of minimum of three (3) jobs, one of which must be used for at least five (5) years, where alternate or substitute is/was used under similar conditions.
 - 5.2.3.6 These jobs shall be located within one hundred (100) miles of the owner's office.
 - 5.2.3.7 Each job shall be available for inspection by the owner's representatives.
 - 5.2.3.8 Consideration will be given to only those alternates or substitutes that are approved prior to scheduled bid opening date.
 - 5.2.3.9 List of approved alternates or substitutes will be issued to all bidders prior to bid opening.
- 5.3 The following publications of the issues listed below, but referred to hereinafter by basic designation, form a part of this specification to the extent as is bound herein:
 - American Society for testing and Materials (ASTM):
 - E648 - Test Method for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source.
 - E 662-02 - Test Method for Specific Optical Density of Smoke Generated by Solid Materials.

6 QUALITY ASSURANCE

- 6.1 FLOORING CONTRACTOR SHALL SUBMIT WITH BID PROPOSAL WRITTEN CERTIFICATION FROM CARPET MANUFACTURER, DEMONSTRATING THEIR FIRM AS AN AUTHORIZED DEALER.
- 6.2 Manufacturer's Qualifications: Firm (carpet mill) with not less than five (5) consecutive years of production experience with carpet similar to type specified in this section; whose published product literature clearly indicates general compliance of products with requirements of this section.
- 6.3 Measurement Verification: Each bidder will verify his own measurements, no allowance for errors in measurement will be allowed.
 - 6.3.1 It is the Flooring Contractor's responsibility to verify all dimensions and job site conditions; order sufficient yardage to fully carpet areas as indicated and to fill overage requirements as specified.
 - 6.3.2 No substitutions shall be permitted to make up for nay shortage of material in overage or in carpet to be installed.
- 6.4 Flooring Contractor shall totally be responsible for the accuracy of his measurements of total yardage, individual floor yardage, and dye lot yardage requirements, extra yardage for pattern match, and roll length requirements; no additional compensation shall be allowed for shortage of materials.

- 6.5 Dye Lots:
 - 6.5.1 All carpet of the same type in continuous areas shall be from the same dye lots.
- 6.6 Owner reserves the right to test carpet at their expense to verify that the delivered carpet is as specified.
 - 6.6.1 If carpet does not meet specifications, manufacturer will reimburse owner the testing expense and the carpet may be rejected.

7 PRODUCT DELIVERY, STORAGE & HANDLING

- 7.1 Deliver carpeting material in original mill protective wrapping with mill register numbers and tags attached.
 - 7.1.1 Maintain wrappers and protective covers in place until carpet is ready for installation.
 - 7.1.2 Store inside, in well-ventilated area, protected from weather, moisture and soiling.
- 7.2 Cutting:
 - 7.2.1 Before roll carpet is cut, it shall be inspected for defects, color variations, or shipping damage and be immediately replaced if any of these conditions exist at no additional cost to the Owner.
 - 7.2.2 Carpet shall be rolled out to insure that carpet rolls are from the same dye lot.
- 7.3 **Deliver all required overages and maintenance stock to owner's specified location prior to beginning installation.**

8 JOB CONDITIONS

- 8.1 Environmental Conditions:
 - 8.1.1 Maintain temperatures in space in accordance with carpet or adhesive manufacturer's recommendations, but in no case less than 60 degrees F for 24 hours prior to, during and after installation.
 - 8.1.2 Subfloor temperature should be a minimum 60 degrees F for 24 hours prior to and after installation.

9 SEAMING REQUIREMENT

- 9.1 In addition to the requirements and recommendations of the Carpet Manufacturer, the following criteria shall be adhered to:
 - 9.1.1 Seaming layout shall enable future replacement, especially in large open areas and traffic paths.
 - 9.1.2 Seaming shall run parallel to major traffic flow whenever possible, unless specifically indicated in writing by owner or owner's representative.
 - 9.1.3 No cross seams shall be allowed in drops of 10 feet or less.
 - 9.1.4 Seams shall be inconspicuous to visual inspection.
 - 9.1.5 No seams shall occur perpendicular to doors or entries.
 - 9.1.6 Seams occurring at doors, parallel to doors, shall be centered directly under the closed door.
 - 9.1.7 No carpet pieces less than 12 inches in width shall be used in the work.
 - 9.1.8 All cutting of carpet for telephone and electrical outlets shall be the responsibility of the Flooring Contractor.

10 **CARPET**

- 10.1 Carpet Type, J & J Commercial - Impulse Style (2435) - Color to be selected from standard.
- 10.2 Carpet shall meet the following minimum requirements:
 - Yarn 100% Nylon: J & J Encore BCF Nylon (with recycled content)
 - Dye Method Solution/Yarn Dyed
 - Surface Texture Dense Patterned Loop
 - Patterning Technique TechnoWeave II
 - Pattern Repeat N/A
 - Gauge 1/10 (3.94 rows/cm)
 - Tufted Stitches Per Inch 9.5
 - Yarn Weight 24 oz./sy (814 grams.m2)
 - Finished Pile Thickness 0.10 inch (2.54mm)(ASTM D-418)
 - Density 8,640
 - Weight Density 207,360
 - Secondary Backing ActionBac
 - Special Technologies ProTex-Fluorochemical
 - Width 12 ft (3.66m)
 - Flammability Class1
 - Smoke Less than 450 flaming
 - Static Generation Less than 3.0 kv (AATCC-134)
 - Static Compliance Compliant For Accessible Routes
 - Warranties 10 Year Limited Wear
 Lifetime Static
 3 Years Against Delamination
 3 Years Against Tuft Bind Failure (edge ravel, yarn pulls, zippering)

11 **WARRANTIES**

- 11.1 10 Years Limited Wear
- 11.2 3 Year warranty against:
 - Edge Ravel - wet or dry
 - Back delamination - wet or dry
 - Tuft Bind - no zippering, wet or dry
 - Static protection as stated above
 - Adhesive failure
- 11.3 Installation Warranty:
 - 11.3.1 Two (2) year Warranty, non-prorated, against any installation related failure covering all costs including freight, labor, and material; co-signed by the flooring contractor and the manufacturer.
- 11.4 Permanent Stain Resistance
 - 11.4.1 Stain resistant properties must be permanent and not removable by commercial cleanings or abrasive wear.
 - 11.4.1.1 Under GSA requirements stain resistant carpets must score no less than 8.0 (10.0 is the best) on the AATCC Red 40 Stain Scale.
 - 11.4.1.2 Test sample must first be exposed to 100 revolutions on the Taber Abrader (1,000-gram weight per H-18 wheel) and then abraded area must be stain tested using AATCC test method 175.
 - 11.4.1.3 Topical stain resistant treatments will not be acceptable. Stain resistant properties must be inherent.
- 11.5 Environmental Attributes-Leed Criteria
 - 11.5.1 Environmental claims by manufacturer must comply with FTC guidelines.

- 11.5.2 Environmentally Preferred Product - Carpet must have third party certification (such as Scientific Certification Systems) in accordance with Executive Order 13101 as an Environmentally Preferred product (EPP).
- 11.5.3 Recycled Content: Carpet must contain 20% post-consumer recycled content based on total product weight.
- 11.5.4 Rapidly Renewable Bio-based Materials: Carpet must contain a minimum 10% bio-based rapidly renewable material based on total product weight.
- 11.5.5 Carpet Face Yarn: In accordance with Executive Order 13101, carpet face yarn must be third party certified as an Environmentally Preferred Product (EPP).
- 11.5.6 Low Emitting Materials: Carpet and all installation components including adhesives, sealers, seam welds and seam sealers must meet the *Low Emitting Materials* standards as outlines in U.S. Green Building Council LEED criteria.
- 11.5.7 Carpets should pass the CRI Green Label Plus Programs in terms of VOC emissions. Adhesives must meet VOC emissions standards per South Coast Air Quality Management District Rule #1168.
- 11.5.8 End of Life Reclamation: Carpet must have an existing methodology actively in place to achieve landfill diversion.

12 ACCESSORIES

- 12.1 Adhesives: Waterproof, non flammable carpet adhesive recommended and approved by carpet manufacturer in writing for compatibility with carpet backing.
 - 12.1.1 All floor sealers, seam sealers, and adhesives shall contain no calculated solvents per OSHA Regulation 29 CFRE 1910.1200, have no calculated VOC's, be non-flammable, and meet the criteria of the CRI Green Label Plus Certification Program.
 - 12.1.2 MSDS and samples required on product used.
- 12.2 Miscellaneous Materials: As recommended and approved in writing by manufacturer of carpet, and selected by Flooring Contractor to meet project circumstance and requirements.
- 12.3 Protection Paper: Fortifiber Corporation "Seekure 892", or approved heavy. Reinforced, non-staining kraft laminated paper.

13 CARPET & TILE REMOVAL

- 13.1 Remove and dispose of all existing tile & carpet and materials to make subfloor acceptable for installation.
- 13.2 Disposal of the tile & carpet is the contractor's responsibility.

14 INSTALLATION, GENERAL

- 14.1 Comply with manufacturer's instructions and recommendations for installation of this type of carpet by the glue down method.
- 14.2 Prepare the subfloor to insure a successful installation.
 - 13.2.1 Utilize a floor sealer where needed or recommended by manufacturer.
- 14.3 Carpeting shall be installed with pile lying in the same direction (monolithic).
 - 14.3.1 Cut carpet evenly and accurately to fit neatly at walls, columns, and projections.
 - 14.3.2 Extend carpet under open-bottomed and raised-bottom obstructions, and under removable flanges of obstructions.
- 14.4 Installed carpet shall be free from ripples, ravel, puckers and raw exposed edges.
 - 14.4.1 All loop pile carpets will demonstrate some fuzzy edges due to normal manufacturing conditions.
 - 14.4.2 It is the contractor's responsibility to trim all edges to eliminate fuzzy seams.

15 **CLEANING AND PROTECTION**

- 15.1 Remove and dispose of debris and unusable scraps.
- 15.2 Remove spots in accordance with carpet manufacturer's guidelines and replace carpet where spots cannot be removed.
 - 15.2.1 Remove any protruding face yarn using sharp scissors.
 - 15.2.2 Be certain to trim any loose yarns or fibers at all seams.
- 15.3 Maintenance Materials: Deliver usable scraps to Owners' designated storage space, properly packaged and identified.
 - 15.3.1 Usable scraps are defined to include roll ends of less than nine (9) feet in length and pieces of more than two (2) feet wide.
 - 15.3.2 Dispose of smaller pieces as construction waste.

16 **CARPET SPECIFICATIONS**

- 16.1 The estimated quantity of carpet required is approximately 200 square yards.
 - 16.1.1 Bidders/Contractors/Supplier shall be responsible for verifying these measurements.
- 16.2 Carpet shall be as specified in Section 11 of this specification.
- 16.3 Supplier shall provide a written lifetime guarantee of installation from final acceptance.
 - 16.3.1 Supplier will provide any service required to correct material problems at no charge.
 - 16.3.2 This guarantee shall be in addition to the regular guarantee of the carpet manufacturer certifying samples submitted and materials supplied, meet or exceed this specification.
- 16.4 It is the intent to purchase a carpet of a type and quality that will last under heavy use.
 - 16.4.1 Provide a copy of the manufacturer's standard warranty on the product you are proposing.
 - 16.4.2 Warranty and durability will be a consideration in the award of this order.

17 **INSURANCE REQUIREMENTS**

- 17.1 A valid insurance certificate naming "City of Lincoln as named additional insured for the project" will be required prior to installations services.
- 17.2 See attached "Insurance Requirements for all City Contracts" for the types and amounts of insurance.
- 17.3 A City of Lincoln Contract will be issued after award recommendation.

INSURANCE REQUIREMENTS FOR ALL CITY CONTRACTS

1. GENERAL PROVISIONS

- A. **Indemnification.** The Contractor shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the City of Lincoln for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- B. **Approved Coverage Prior to Commencing Work/Subcontractors Included.** Contractor shall purchase and maintain in place insurance to Protect Contractor and City against all liabilities and hazards as provided in this article throughout the duration of the Contract. Contractor shall not commence work under this contract until the Contractor has obtained all insurance required under this Section and such insurance has been approved by the City Attorney for the City of Lincoln, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
- C. **Occurrence Basis Coverage.** All insurance shall be provided on an **occurrence basis** and not on a claims made basis, except for hazardous materials, errors and omissions, or other coverage not reasonably available on an occurrence basis; provided that all such claims made coverage is subject to the prior written approval of the City Attorney and must be clearly indicated as such in any certificate showing coverage.
- D. **Authorized and Rated Insurers Required.** All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City Attorney.
- E. **Certificates Showing Coverage.** All certificates of insurance shall be filed with the City Attorney, and may utilize an appropriate standard ACORD Certificate of Insurance form showing the specific limits of insurance coverage required by this Article; provided that restrictions, qualifications or declarations inconsistent with the requirements of this Article shall not relieve the Contractor from providing insurance as required herein. Such certificates shall show the City of Lincoln as additional insured, including by specific endorsement where necessary, as indicated in the following requirements. Such certificate shall specifically state that the related insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction in the stated amounts or limits of insurance coverage.
- F. **Terminology.** The terms "insurance," "insurance policy," or "coverage" as used in this article are used interchangeably and shall have the same meaning as "insurance" unless the context clearly requires otherwise. References to "ISO®" forms are merely for convenience and ease of reference, and an equivalent or better form as determined acceptable by the City Attorney may be used. (Note: ISO® is a registered trademark of ISO Properties, Inc.)

2. INSURANCE REQUIREMENTS

- A. **Scope of Required Coverage.** The Contractor shall take out and maintain during the life of Contract such insurance in the forms and minimum amounts as specified in this Article and as will protect Contractor and City from the following claims arising out of or resulting from or in connection

with the Contractor's operations, undertakings or omissions directly or indirectly related to the Contract, whether by the Contractor or any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) Claims under workers' compensation, disability benefit, or other employee benefit acts;
- (2) Claims arising out of bodily injury, occupational sickness or disease, or death of an employee or any other person;
- (3) Claims customarily covered under personal injury liability coverage;
- (4) Claims other than to the work itself arising out of an injury to or destruction of tangible property, including the loss of use resulting therefrom;
- (5) Claims arising out of ownership, maintenance or use of any motor vehicle;
- (6) Railroad protective liability coverage in the event the contract involves work to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing.

B. Worker's Compensation Insurance and Employer's Liability Insurance. The Contractor shall provide applicable statutory Worker's Compensation Insurance with minimum limits as provided below covering all Contractor's employees, and in the case of any subcontracted work, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for Subcontractor's employees.

The Contractor shall provide Employer's Liability Insurance with minimum limits as provided below placed with an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each Subcontractor similarly to maintain Employer's Liability Insurance on the Subcontractor's employees.

Coverage	Listing	Min Amt	Notes
Worker's Comp.			
	State	Statutory	
	Applicable Federal	Statutory	
Employer's Liability			
	Bodily Injury by accident	\$500,000	each accident
	Bodily Injury by disease	\$500,000	each employee
	Bodily Injury	\$500,000	policy limit

C. Commercial General Liability Insurance.

- (1) The Contractor shall provide Commercial General Liability Insurance in a policy form providing no less comprehensive and no more restrictive coverage than provided under the ISO® form CG00010798 or newer with standard exclusions "a" through "o" and with minimum limits as provided below. Any other exclusions that operate to contradict or materially alter the standard exclusions shall be specifically listed on the certificate of insurance and shall be subject to the prior written approval of the City Attorney.

Coverage	Min Amt	Notes
General	\$2,000,000	Aggregate
Products and Completed Operations	\$2,000,000	Aggregate
Personal and Advertising Injury	\$1,000,000	
Each Occurrence	\$1,000,000	
Fire Damage Limit	\$ 100,000	any one fire
Medical Damage Limit	\$ 10,000	any one person

(2) The required Commercial General Liability Insurance shall also include the following:

- Coverage for all premises and operations
- Endorsement to provide the general aggregate per project endorsement
- Personal and advertising injury included
- Operations by independent contractors included
- Contractual liability coverage included
- X.C.U. Coverage including coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of ground.
- Any fellow employee exclusions shall be deleted
- Coverage shall not contain an absolute pollution exclusion, and applicable remaining coverage shall apply for pollution exposures arising from products and completed operations.
- Coverage for products and completed operations maintained for duration of work and shall be maintained for a minimum of three years after final acceptance under the Contract or the warranty period for the same whichever is longer, unless modified in any Special Provisions.
- Contractual Liability coverage shall include contractually assumed defense costs in addition to any policy limits.

(3) If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).

(4) City may at its sole option, and in lieu of being additional insured on the Contractor's policy, by written requirement in the Special Provisions or by written change order, require Contractor to provide a separate Owner's Protective liability policy. The premium cost to obtain such insurance shall be as paid as provided in the Special Provision or change order, with any related cost savings as reasonably determined by the City being reimbursed or paid to the City.

D. Vehicle liability insurance coverage.

- The Contractor shall provide reasonable insurance coverage for all owned, non-owned, hired and leased vehicles with specific endorsements to include contractual liability coverage and delete any fellow employee exclusion.
- If specifically required in the Special Provisions, the required coverage shall also include an endorsement for auto cargo pollution (ISO® form CA 99 48).

E. Railroad Protective Liability. If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with

minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City Attorney's office prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

- F. **Umbrella or Excess Insurance.** The Contractor shall provide Umbrella or Excess insurance coverage with minimum coverage limits of \$3,000,000 each occurrence and aggregate.
- G. **City included as Insured on Contractor's Policy – Endorsements required.**
The Contractor shall provide adequate written documentation, including applicable ACORD certificates, declarations pages or other acceptable policy information demonstrating that the City is included as an additional insured along with the Contractor with respect to all of the coverages required in this "Section 2A Insurance Requirements," except for applicable Worker's Compensation coverage, to include all work performed for the City and specifically including, but not limited to, any liability caused or contributed to by the act, error, or omission of the Contractor, including any related subcontractors, third parties, agents, employees, officers or assigns of any of them. The documentation or endorsement shall specifically include the city as an additional insured for purposes of Products and Completed Operations. The inclusion of the City as additional insured shall be for coverage only on a primary basis for liability coverage, and no coverage shall contain a policy or other restriction or attempt to provide restricted coverage for the City, whether on an excess, contributory or other basis regardless of any other insurance coverage available to the City.

3. **CONTRACTOR'S INDEMNITY – CONTRACTUAL LIABILITY INSURANCE**

- A. To the same extent as specified for minimum coverage requirements in Section 2 above, the required insurance shall include contractual liability coverage to include indemnification and hold harmless agreements and provisions in the related Contract Documents, specifically including the following provision:
- (1) To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City, its officers, agents, employees, volunteers and consultants from and against any and all claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs arising out of or related to the Contract or the Contractor's activities, errors, or omissions related to the Contract including liabilities or penalties imposed by applicable, law, rule or regulation in connection therewith; provided that such claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs:
 - is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use therefrom, and
 - is caused in whole or in part by any act or omission of the Contractor, any subcontractor, agent, officer, employee, or assigns of the same or by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by a party indemnified hereunder.
 - (2) Such indemnification shall not be construed to negate, abridge, limit or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.
- B. In any and all claims by any employee (whether an employee of the Contractor or subcontractor, or their respective agents or assigns by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable as an employer) in whole or in part against the City, its officers, agents, employees, volunteers or consultants, the above indemnification shall not be limited in any way by the amount of damages, compensation, benefits or other contributions payable by or on behalf of a the employer under Worker's Compensation statutes, disability benefit acts, or any other employee benefit or payment acts as the case may be.

- C. The obligations of indemnification herein shall not include or extend to:
- (1) Any outside engineer's or architect's professional errors and omissions involving the approval or furnishing of maps, drawings, opinions, reports, surveys, change orders, designs or specifications within the scope of professional services provided to the City and related to the Contract; and
 - (2) Any claims arising out of the negligence of the City to the extent the same is the sole and proximate cause of the injury or damage so claimed.
- D. In the event of any litigation of any such claims shall be commenced against the City, Contractor shall defend the same at Contractor's sole expense upon notice thereof from the City. Contractor shall notify the insuring company that the City reserves and does not waive any statutory or governmental immunity and neither Contractor, nor Contractor's counsel whether employed by Contractor or by an insurer on behalf of the Contractor shall waive such defenses or enter into any settlement or other disposition requiring waiver of any defenses or immunity of the City without the express written consent of the City.

4. CONTRACTOR'S INSURANCE FOR OTHER LOSSES.

- A. Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools owned, rented or used in connection with the Contract including any tools, machinery, equipment, storage devices, containers, sheds, temporary structures, staging structures, scaffolding, fences, forms, braces, jigs, screens, brackets, vehicles and the like owned or rented by Contractor, or Contractor's agents, subcontractors, suppliers, or employees.
- B. In connection with the above, Contractor shall cause or require any applicable insurance related to physical damage of the same to provide a waiver of a right of subrogation against the City.

5. NOTIFICATION IN EVENT OF LIABILITY OR DAMAGE.

- A. The Contractor shall promptly notify the City in writing and provide a copy of all claims and information presented to any of Contractor's insurance carrier/s upon any loss or claim or upon any occurrence giving rise to any liability or potential liability related to the Contract or related work. The notice to the City shall include pertinent details of the claim or liability and an estimate of damages, names of witnesses, and other pertinent information including the amount of the claim, if any.
- B. In the event the City receives a claim or otherwise has actual knowledge of an any loss or claim arising out of the Contract or related work and not otherwise known to or made against the Contractor, the City shall promptly notify the Contractor of the same in writing, including pertinent details of the claim or liability; Provided, however the City shall have no duty to inspect the project to obtain such knowledge, and provided further that the City's obligations, if any, shall not relieve the Contractor of any liability or obligation hereunder.

6. PROPERTY INSURANCE/ BUILDER'S RISK.

- A. The Contractor shall provide property insurance (a/k/a Builder's Risk or installation Floater) on all Projects involving construction or installation of buildings or structures and other projects where provided in the Special Provisions. Such insurance shall be provided in the minimum amount of the total contract sum and in addition applicable modifications thereto for the entire work on a replacement cost basis. Such insurance shall be maintained until the City completes final acceptance of the work as provided in the Contract. Such insurance shall be written and endorsed, where applicable, to include the interests of the City, Contractor, Subcontractors, Sub-subcontractors in the related work. The maximum deductible for such insurance shall be \$5,000 for each occurrence, which deductible shall be the responsibility of the Contractor. Such insurance shall contain a "permission to occupy" endorsement.

- B. All related Property Insurance shall be provided on a "Special Perils" or similar policy form and shall at a minimum insure against perils of fire including extended coverage and physical loss or damage including without limitation or duplication of coverage: flood, earthquake, theft, vandalism, malicious mischief, collapse, and debris removal, including demolition whether occasioned by the loss or by enforcement of applicable legal or safety requirements including compensation or costs for City's related costs and expenses (as owner) including labor required as a result of such loss.
- C. All related Property Insurance shall include coverage for falsework, temporary buildings, work stored off-site or in-transit to the site, whether in whole or in part. Coverage for work off-site or in-transit shall be a minimum of 10% of the amount of the policy.
- D. The Contractor's Property Insurance shall be primary coverage for any insured loss related to or arising out of the Contract and shall not be reduced by or coordinated with separate property insurance maintained by the City.