CITY OF SAN LEANDRO

INVITATION TO BID

SUBMIT BID TO:	FOR FURTHER INFORMATION CALL:
City of San Leandro Purchasing Department 835 East 14th Street San Leandro, CA 94577	Don Brockman Purchasing Agent (510) 577-3376 TEL (510) 577-3312 FAX Email: dbrockman@ci.san-leandro.ca.us

BID NO:	DATE MAILED:	THIS BID MUST BE DELIVERED TO THE CITY BEFORE:
07-08.022	December 14, 2007	3:00pm, Thursday, January 24, 2008

	DESCRIPTION	UNIT PRICE	EXTENSION
	City of San Leandro **INVITATION FOR BIDS** **Bid No. 07-08.022** **SAN LEANDRO CITY HALL EXTERIOR PLANTERS AND RETAINING WALL PAINTING PROJECT** Notice is hereby given that sealed bids will be received at the Purchasing Office, until January 24, 2008 at 3:00 P.M. local time, at which time they will be publicly opened and read; for furnishing all labor, materials and equipment, and performing all work necessary and incidental for new and updated repaint of the exterior planters and retaining walls of the San Leandro City Hall, 835 E. 14th Street, San Leandro, CA 94577. Work to be done includes, but is not limited to: Preparation of surfaces, preparation of general area, protecting other areas from getting painted, proper application of primer, paint and sealer to the areas to be painted, adherence to applicable environmental regulations, adequate clean-up of all work sites, and proper disposal of any/all materials in accordance with the City of San Leandro plans, specifications and contract documents. Mandatory Pre-Bid Conference. A **mandatory** pre-bid conference will be held at **10:00 AM, Thursday, January 10th, 2008 at the San Leandro City Hall, 835 E. 14th Street, San Leandro, CA.** Prevailing Wage Rate Job. This job requires the payment of the state prevailing wage rate, or the San Leandro Living Wage Rate, whichever is higher. Bids shall be delivered and addressed to the City of San Leandro Purchasing Agent, 835 E. 14th Street, San Leandro, CA, 94577, by 3:00 p.m. Thursday, January 24, 2008, and shall be labeled as follows: "San Leandro City Hall Exterior Planters and Retaining Walls Painting Project, 07-08.022". Any Bidder who wishes his bid to be considered is responsible for making certain that his bid is received in the Purchasing Office by the proper time. No oral, telegraphic, electronic, facsimile, or telephonic bids or modifications will		$_____ TOTAL

be considered. Bids received after the scheduled Bid Submittal Deadline will not be considered. It is the responsibility of the Bidder to see that any bid submitted shall have sufficient time to be received by the Purchasing Office before the Bid Submittal Deadline.

The receiving time in the Purchasing Office will be the governing time for acceptability of bids. Bids will not be accepted by telephone or facsimile machine. Bids must bear original signatures and figures.

Bid Security Bond. Each bid shall be accompanied by a certified check, cashier's check, or bid bond, duly completed, by a guaranty company authorized to carry on business in the State of CA, in an amount equal to at least ten percent (10%) of the sum of the total amount bid, including any options. Said bond is payable without condition to the City of San Leandro as a guaranty that the Bidder, if awarded the contract, will promptly execute the contract in accordance with and in the manner and form required by these contract documents, will furnish the evidences of insurance, and enter into, execute, and deliver to the City the agreement on the form provided herewith, within ten (10) days after being notified in writing by the City that the award has been made and the agreement is ready for execution. The Bid Security shall be forfeited to the City of San Leandro as liquidated damages if Bidder fails or neglect to furnish, execute, and deliver the contract in accordance with the specifications.

Payment Bond. Upon execution of the contract, the Successful Bidder will be required to furnish a Payment Bond in an amount equal to one hundred percent (100%) of the total amount of the contract.

The City reserves the right to waive minor variations in specifications bid.

Successful bidder must obtain a City of San Leandro business license, supply proof of insurance requirements (City named as additional insured, etc.), and have current contractor license in the classification(s) for this project. All licenses and insurance must be current for duration of the contract.

Contractor is responsible for obtaining all applicable permits.

Please call Glen Contreras, Project Manager, at 510-577-6014, or Don Brockman, Purchasing Agent, at 510-577-3376 with any questions prior to submitting bid.

Sealed bids shall be received at the Purchasing Office, City Hall, 835 E. 14th Street, San Leandro, CA up to 3:00 p.m., on Thursday, January 24, 2008, at which time they will be publicly opened and read.

Any bid may be withdrawn at any time prior to the time fixed for the opening of bids only by written request for the withdrawal of the bid filed with the City. The request shall be executed by the bidder or bidder's duly authorized representative. The withdrawal of a bid does not prejudice the right of the bidder to file a new bid. Whether or not bids are opened exactly at the time fixed in the public notice for opening bids, a bid will not be received after that time nor may any bid be withdrawn after the time fixed in the public notice for opening of bids.

As stated in Public Contract Code Section 5100 to 5108, inclusive (State Contract Act) concerning relief of bidders and in particular to the requirement therein, that if the bidder claims a mistake was

made in his bid, the bidder shall give the City written notice within five (5) days after the opening of the bids of the alleged mistake, specifying in the notice, in detail how the mistake occurred.

All bidders shall verify if any addendum for this project has been issued by the City. It is the bidder's responsibility to ensure that all requirements of contract addendum are included in the bidder's submittal.

Unless otherwise specified, Kelly Moore products are to be used in City of San Leandro painting projects. The city has standardized to Kelly Moore products for consistency of color, quality and warranty in its painting projects.

The award will be made to the lowest responsible bidder whose bid complies with the specifications in a manner satisfactory to the City's best interests as determined by the City. The right is reserved, as the interest of the City may require, to reject any or all bids, or to waive any informality or minor irregularity in the bids.

The specifications for this bid, as well as bidder's response, are hereby made available to other agencies that have proper authority to utilize cooperative purchasing agreements in the State of California.

Payment shall be within 30 days following acceptance of bid items.

- Delivery shall be **FOB DESTINATION** (SAN LEANDRO CITY HALL)

Bids shall be delivered and addressed to the City of San Leandro Purchasing Agent, 835 E. 14th Street, San Leandro, CA, 94577, by 3:00 p.m. Thursday, January 24, 2008, and shall be labeled as follows: "San Leandro City Hall Exterior Planters and Retaining Walls Painting Project, 07-08.022".

The bid must be received by the date and time shown in order to be considered. Please note that there is a one-day delay in mail delivery to City Hall by the U.S. Postal Service..

Firm_____ Date: _____

Address_____ Phone:_____

_____ FAX: _____

By (Signature): _____ Don Brockman

Print Name: _____ Don Brockman

Print Title: _____ Purchasing Agent

City of San Leandro
INVITATION FOR BIDS
Bid No. 07-08.022

SAN LEANDRO CITY HALL EXTERIOR PLANTERS AND RETAINING WALL PAINTING PROJECT

GENERAL REQUIREMENTS

SECTION 1 - SUMMARY OF WORK

- Provide labor, equipment and materials necessary to complete the Work. Provide supervision of construction activities.
- The words "Furnish", "Provide", "Include", "Supply", "Erect", "Deliver", "Install", "Apply", "Lay" or "Place": These words are intended to be synonymous and to indicate that the material or work specifically mentioned is to be furnished and installed completely and incorporated into the Work.

SECTION 2 - WORK RESTRICTIONS

- **Continued Owner Occupancy**: Owner will occupy premises and conduct normal operations during entire period of construction. Cooperate with Owner's representative in construction operations to minimize conflict and to facilitate Owner usage.
- **Use of Site**: Confine operations at site to areas permitted by Owner. Do not unreasonably encumber site with materials or equipment. Coordinate use of site for access to construction area and for storage of materials with Owner.
- **Materials Stored On-Site**: All painting materials shall be stored in a clean, dry, well-ventilated place, protected from sparks, flames, direct rays of the sun, and excessive heat or cold. The painting contractor shall be solely responsible for the protection and safety of the materials stored by himself/herself on the job site.
- **Damage to Owner's Property**: Replace fixtures, materials, and equipment to be reused, relocated or to remain, which are damaged during work operations.
- **Patching**: Where new Work is being performed on existing site or in existing building and no patching is called for, it shall be assumed that areas damaged by Work under this Contract shall be restored to match existing conditions to the greatest extent possible.

SECTION 3 - COORDINATION

- Coordinate work with the Owner's property manager or representative.
- Cooperate with the property Owner's representative in every way including conducting the work at a time as agreed.
- Owner must approve final colors furnished by the painting Contractor before application. ***The painting contractor assumes all liability for mismatched, mis-tinted and misplaced colors after they have been applied.***

SECTION 4 - REGULATORY REQUIREMENTS

- Unless otherwise indicated or specified, perform the Work in conformance with the latest edition of applicable codes, standards and regulatory requirements.
- In case of conflict between referenced regulatory requirements comply with the one establishing the more stringent requirements; between referenced regulatory requirements and Contract Documents comply with the one establishing the more stringent requirements.

SECTION 5 - QUALITY ASSURANCE

- Assemble and erect field samples and mock-ups at Project Site for review as required by Contract Documents. Coordinate scope, location, and duration with Owner's representative.
- Acceptable field samples and mock-ups represent a quality level for Work. Remove field samples and mock-ups as directed unless allowed to remain as part of the completed Work.
- Clear area and dispose of materials on a daily basis.

SECTION 6 - TEMPORARY UTILITIES

- Provide approved sanitary facilities.
- Provide fire extinguishers and other equipment as necessary for proper fire protection during the progress of the Work. Such equipment shall be designated for use for fire protection only.
- Provide ventilation of enclosed areas to cure materials, disperse humidity, and to prevent accumulations of dust, fumes, vapors, or gases.

SECTION 7 - CONSTRUCTION FACILITIES

- Provide, operate and maintain necessary facilities and tools for fabricating, handling, conveying, installing and erecting materials and equipment required under the Contract.
- Provide and maintain suitable temporary barriers as required to prevent public entry; protect the Work and existing facilities, persons, and trees and plants from damage or injury from construction operations.
- Secure, maintain and protect the Work, stored materials, equipment and temporary facilities until time of acceptance or such earlier time as Owner may choose to assume such responsibility.
- Conduct construction operations to prevent windblown dust and dirt from interfering with the progress of the Work.
- Remove temporary facilities and controls, including associated materials and equipment, when their use is no longer required.

SECTION 8 - TREE AND PLANT PROTECTION

- Protect tops, trunks and roots of existing trees and plants on project site.
- Replace existing plantings damaged by work with new plantings of equal size and quality.

SECTION 9 - MATERIALS AND EQUIPMENT

- Material and equipment incorporated in the Work shall be new, unless otherwise specified. Suitable for the use intended. No material or equipment shall be used for any purpose other that for which it is designed or specified.
- Manufactured products shall be delivered in the manufacturer's original, unbroken containers or packaging, with identifying labels intact and legible. Store manufactured products in accordance with the manufacturer's instruction, with seals and labels intact and legible.

SECTION 10 - PROJECT CLOSEOUT

Contract closeout includes final cleaning, project record documents, guaranties, warranties, and bonds, service and maintenance contracts, preparation for final inspection, damage and restoration, remedial Work and extra materials.

- Use cleaning materials that will not create hazards to health or property or cause damage to products or Work. Use cleaning materials and methods recommended by the manufacturers of the products to be cleaned.
- Restore or replace, as specified or directed, materials and finishes damaged from movement of equipment or other operations at no additional expense to the Owner. Restoration shall be equal to the original Work, and finishes shall match the appearance of existing adjacent Work.
- Remedial Work necessary owing to faulty fabrication, application, or materials shall be at no additional expense to the Owner and performed at such time and in such manner to cause minimal interruption and inconvenience to the Owner's operations.

SECTION 11 - CLEANING

- Remove waste materials, debris, tools, equipment, and excess construction materials from site and dispose of lawfully.
- Meet regulations of authorities having jurisdiction and safety standards for cleaning.
- Do not discharge volatile, harmful, or dangerous materials into sanitary or storm drainage systems, lakes, streams, or the like.

END OF GENERAL REQUIREMENTS SECTION

City of San Leandro
INVITATION FOR BIDS
Bid No. 07-08.022

SAN LEANDRO CITY HALL EXTERIOR PLANTERS AND RETAINING WALL PAINTING PROJECT

REPAINT SPECIFICATION

SECTION 1 – GENERAL

A. SUMMARY

- Section Includes:
  - Exterior painting
  - Surface preparation
- Paint exposed surfaces, except where the paint schedules indicate that a surface or material is not to be painted or is to remain natural. If the paint schedules do not specifically mention an item or a surface, paint the item or surface the same as similar adjacent materials or surfaces whether or not schedules indicate colors. If the schedules do not indicate color or finish, the Owner will select from standard colors and finishes available.

See attached STUCCO, PLASTER and CEMENT area checklists.

- **Table of abbreviations used in this specification:**
  - American Society for Testing and Material:
    Shown as ASTM (i.e. ASTM D16 – Standard terminology relating to paint, varnish, lacquer, and related products)
  - Occupational Safety and Health Administration:
    Shown as 0SHA or CAL-OSHA when referring to safety regulations
  - Master Painters Institute:
    Shown as MPI
  - The Society for Protective Coatings:
    SSPC: Steel Structures Painting Council
  - Air Quality Management District:
    AQMD – relating to state and local air quality regulations

- **Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels.**
- Prefinished items include the following factory-finished components:
  - Windows, light fixtures, address numbers.
- Do not paint decks or walkways.
- **Labels: Do not paint over Underwriters Laboratories (UL), Factory Mutual (FM), or other code-required labels or equipment name, identification, performance rating, or nomenclature plates including:**
  - Fire hydrants, and all county mandated piping, gas mains, etc.

B. SCHEDULING OF WORK

- Coordinate the commencement of work with Owners so as not to cause inconvenience to the facility.

- Post notices in conspicuous areas (entry doors, gates), three (3) to five (5) days in advance of beginning work on specified phase, noting start date, any instructions to occupants and business phone number.

- Identify items that need to be moved by occupant (i.e.: automobiles, deck items, lounge chairs, plants, etc.).

C. QUALITY ASSURANCE

- Prepare Field Samples for Owner or Owner's Representative's review and to establish requirements for color and finish texture.

- Correct areas, modify method of application/installation, or adjust finish texture as directed to comply with specified requirements.

- Accent colors may require two or more coats to achieve color uniformity and may require additional expense to Owner.

- Maintain field sample accessible to serve as a standard of quality for this Section.

- Samples shall consist of the following:
  - Provide 8 x 11 inch samples for approval

  - Provide large mock up on provided wall surface, determined by the Owner or Owner's Representative for approval of color, sheen and texture.

D. DELIVERY, STORAGE, AND HANDLING

- Owner will provide on-site material storage area, room, or location.

- Storage area must be secured and locked when un-attended

- Deliver products in original unopened packaging with legible manufacturer's product identification.

- Storage and Protection: Comply with manufacturer's recommendations.

- Remove oily rags, waste, etc., every night and take every precaution to prevent fire.

- Store in a cool, dry place out of direct sunlight.

- Protect from the elements and from damage.

- Store at a temperature of not less than 40 degrees F.

- Stack materials no more than three high in five-gallon containers.

PART 2 - PRODUCTS

MATERIALS

- **Paint materials:** Commercial quality primers, paints, and accessory materials; see specifications for Kelly-Moore Paint Company products.

- Comply with current health, safety, and environmental regulations.

  - Paint mixing and thinning: If necessary, comply with manufacturer's instructions.
    - Mix and thin materials in specified work and storage areas only.
    - Return paint thinners, tools, rags and partially filled containers to storage area at the completion of each day.

PART 3 - EXECUTION

A. EXAMINATION

- Closely examine surfaces. Surfaces that are in question or that will affect the execution or quality of work must be brought to the attention of the Owner's Representative before painting will begin.
- The Owner or Owner's Representative will inspect preparation before the application of paint finishes.
- Rework surfaces not properly prepared to receive paint finishes to the satisfaction of the Owner or Owner's Representative.

B. PREPARATION

1. GENERAL

- Prepare surfaces in compliance with manufacturer's requirements for coatings to be applied.
- Surfaces to be painted: All surfaces must be clean and dry, free of foreign matter and contaminants. Use cleaning methods as appropriate or indicated; including pressure washing, scraping, sanding and wire brushing.
- Utilize power scrapers, grinders and wire brushes carefully to minimize damage to substrate.
- High-Pressure Water Washing:
  - All surfaces to be painted shall be high-pressure water washed to remove dirt, loose or peeling paint, rust, excess chalk, efflorescence and contaminants that will affect adhesion of the prime or finish coats. The optimum pressure range is about 2000 to 4000 PSI as this performs optimum cleaning with low operator fatigue.
  - Pressure washing may not remove all contaminants or chalk. A close inspection of chalky surfaces should be made to determine the need of more aggressive preparation by hand tools and priming
  - Areas that may introduce water into living areas such as entry doors, vents, and soffits should be avoided.
  - The Contractor must check with County or City environmental regulations as some areas may require a special permit or do not allow pressure washing
  - The contractor must plan for the proper clean up and disposal of spent coatings removed by this process.
  - Allow all surfaces to dry thoroughly prior to preparation and painting.

- Repair damage to substrate caused by preparation work.

- Ensure that hardware is removed or protected before painting, and then replaced or uncovered when painting in that area is complete.

GENERAL MILDEW REMOVAL:

Remove mildew with a solution KLEEN Technologies "BioKleen" as per manufactures instructions.

2. SURFACE PREPARATION

- **STUCCO/PLASTER/CEMENT:** Mechanically high-pressure water wash to remove dirt, dust, contaminants and loose and peeling paint from surfaces.
  - Patch large voids and cracks with Kelly-Moore Kel-Seal Elastomeric Sealant System.
  - Match existing stucco texture to blend in when surface is painted.
  - In the areas where the concrete is failing and causing the paint to peel, perform a pH test to assure acceptable pH level of 8 to 10 prior to coating.

- **CONCRETE AND CONCRETE BLOCK:** Mechanically high-pressure water wash to remove contaminants, dirt, dust, and loose and peeling paint.
  - Remove excess loose or peeling paint with wire brush, scraper or sanding, as necessary, to provide a smooth surface for paint application.
  - If efflorescence exists, remove and spot prime affected areas with appropriate alkaline resistant primer to inhibit condition.
  - In the areas where the concrete is failing and causing the paint to peel, perform a pH test to assure acceptable pH level of 8 to 10 prior to coating**.**

- **GENERAL MILDEW REMOVAL:** Remove mildew with a solution KLEEN Technologies "BioKleen" as per manufactures instructions.

  - Mix cleaning solutions stronger as necessary to produce the desired level of cleanliness. Scrub where necessary with a soft bristle brush.
  - Spot prime bare surfaces with appropriate primer after crack repair, sealants, and other preparation has been completed and surface has dried.

- **CRACK REPAIR**
  - Surfaces shall be firm and free of dirt, oil, grease, efflorescence, mildew and loose material. Wire brush or blast unsound masonry to obtain a firm surface. Remove dirt, loose contaminants and chalk by high pressure chemical and water cleaning.
  - Cracks ranging from 1/64" to 1/32", apply generously, appropriate KEL-SEAL Elastomeric Sealant (Brush Grade) over the entire area in need of renovation. If surface is chalky, apply an appropriate Kelly-Moore surface conditioner before application of sealant.
  - Rout out cracks exceeding 1/32" to ¼" wide by ¼" deep. When completed, flush joint out with water and check to see that the surface is sound and free of grinding dust. Once joint is sound, use a bond breaker tape to prevent three-point adhesion**.**

- **SEALANTS**
  - Fill field cracks and splits with elastomeric patch such as KM #1107 Kel-Seal Smooth Elastomeric Sealant (brushable) on stucco or KM #1126 Kel-Seal Urethane Fortified Acrylic Sealant elastomeric caulking on wood.
  - Refer to Kelly-Moore Kel-Seal Elastomeric System Technical Literature for additional information.

- **APPLICATION**
  - Prepare, paint and finish surfaces specified, scheduled, and indicated on checklists.
  - Apply material evenly; free from sags, runs, crawls, holidays or defects. Mix to proper consistency; brush out smooth, leaving a minimum of brush marks.
  - Uniformly flow out enamels and varnishes.
  - Apply by brush, roller or spray as appropriate for conditions.

- When applying paint by spray method, back roll the final coat.
- The number of coats specified is the minimum number acceptable. If full coverage is not achieved with the specified number of coats, apply additional coats as necessary to produce the required finish.
- **DO NOT** apply paint in rain, fog, mist, when surface temperature is below 50 degrees Fahrenheit or when rain is imminent.

- **CLEAN UP**
  - Immediately clean up accidental splatters, spills and misplaced paint, and restore the affected area to its original condition.
  - At completion of work, remove materials, supplies, debris and rubbish, and leave workspaces and paint storage areas in a clean, acceptable condition.

SECTION 4 - EXTERIOR PAINT SCHEDULE

- **All Surfaces**
  - Pressure wash, using cleaner as appropriate to remove dirt, mildew, chalking, efflorescence, etc.
  - Remove loose and peeling paint.
  - Remove deteriorated sealant and re-apply.
  - Fill cracks and joints as necessary to prevent water intrusion.
  - Prime bare or new stucco.
  - Coating System
    - Prime Coat: 98 Stucco Seal Acrylic Stucco & Masonry Sealer
    - 2nd Coat: 1240 ACRY-SHIELD 100% Acrylic Exterior Flat Paint
    - 3rd Coat: 1240 ACRY-SHIELD 100% Acrylic Exterior Flat Paint

Inspection indicates that surfaces to be painted are subject to hydrostatic back pressure. Kelly Moore Paint Co., Inc. assumes no responsibility for any coatings failure related to this condition.

End of Specification
Product Spec. Data Sheets, Surface Checklists and Contractor Information Sheets are attached

Kelly-Moore Paint Company, Inc. assumes no liability for any work performed or not performed at the contract site.

CONTRACTOR INFORMATION

This document to be returned with bid proposal

Company Name: _____

Address: _____

City, State Zip: _____

Phone: _____

Fax: _____

Name of Estimator: _____

Estimator's Contact Number (optional): _____

California State Contractor's License Number: _____

Confirm with State License Board @ 1-800-321-2752

In Business Since: _____

Name of Project Foreman: _____

Foreman's Contact Number: _____

Anticipated Start Date: _____

Anticipated Completion Date: _____

Warranty/Years: _____

_____ _____

Contractor's Signature **Date**

_____ _____

Name – Print or Type **Project Name**

COLOR APPROVAL AND PLACEMENT

Before painting can commence, the painter must obtain approval by the owner, design authority or authorized board member for all colors used on the project and their placement.

COLOR	PLACEMENT	INITALS	
		OWNER	PAINTER

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

   A. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001.)

   B. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 "any auto" and endorsement CA 0025.

   C. Worker' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

2. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

   A. General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

   B. Automobile liability: $1,000,000 combined single limit per accident for bodily injury and property damage.

   C. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability Limits of $1,000,000 per accident.

3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insure shall reduce or eliminated such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Liability Coverage.

i. The City, its officers, officials, employees and volunteers are to be covered as insured's as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of the protection afforded to the City, its officers, officials, employees or volunteers.

ii. The Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. any insurance or self -insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

iv. The Contractor's insurance shall apply separately to each insured against whom claim is made or suite is brought, except with respect to the limits of the insurer's liability.

B. Workers' Compensation and Employers Liability Coverage.

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the City.

C. All Coverage's.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, returned receipt request, has been given to the City.

5. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A: VII.

6. Verification of Coverage. Contractor shall furnish City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

7. Subcontractors. Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.