City of Port Townsend

January 4, 2018

TO: Chlorine Suppliers

FROM: David Timmons
City Manager
City of Port Townsend

The City of Port Townsend is opening bidding for supply and delivery of sodium hypochlorite for the water quality and wastewater departments. Enclosed is a bidding package for your convenience.

ALL PAGES MUST BE COMPLETE AND SUBMITTED WITH YOUR SEALED BID. PLEASE READ THE BID PACKAGE CAREFULLY. ANY UNSIGNED OR INCOMPLETE BID DOCUMENTS MAY CAUSE YOUR BID TO BE REJECTED.

PLEASE NOTIFY CATHERINE MCNABB AT cmcnabb@cityofpt.us OF YOUR INTENT TO BID. YOU MAY NOT RECEIVE ADDENDUMS OR UPDATES TO THE BID IF YOU ARE NOT INCLUDED ON THE BIDDER'S LIST.

Please feel free to call Catherine McNabb; at (360) 379-5089 should you have any questions regarding this bidding or John Merchant Wastewater Treatment Plant Manager at 360- 360-385-3193 if you have questions about delivery or quantities.

We look forward to receiving your sealed bid at the specified time and location.

Enclosures

BID DOCUMENT COVER SHEET

Description of Project or Contract: Sodium Hypochlorite.

BID DEADLINE:

Date: **Wednesday, January 31, 2018**

Time: **3:00 p.m.**

Place: **City of Port Townsend City Clerk**

250 Madison St #2

Port Townsend, WA 98368

PROPOSAL SUBMITTED BY: _____

Address: _____

_____

Telephone: _____

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INVITATION TO BID

The City of Port Townsend will be accepting Bids for the City's requirements for the supply and delivery of sodium hypochlorite (minimum 12.5% concentration) until **3:00 p.m. Wednesday, January 31, 2018** at the City of Port Townsend, City Clerk's Office, 250 Madison St #2, Port Townsend, and WA 98368, at which time the bids will be publicly opened and read. Any bids received after the specified time and date will not be considered.

A copy of the Bid Document may be obtained from the City of Port Townsend Public Works Department, 250 Madison St #2R, Port Townsend, WA 98368. Phone (360) 379-5089, e-mail cmcnabb@cityofpt.us or on the City of Port Townsend website at www.cityofpt.us

The bid must be submitted on the prescribed Bid Forms and must be accompanied by a Washington Bid Bond payable to the City of Port Townsend for 5% of the total amount bid, as prescribed in the Instructions and Information for Bidders.

Each Bidder is required to file with its bid a completed Bidders' Statement of Qualifications. Before a contract will be awarded to the lowest, responsive, responsible Bidder, the City will conduct such investigation as is necessary to determine the performance record and ability of the apparent low Bidder (s) to perform the size and type of Work specified under this contract. Upon request, the Bidder shall submit such additional information as deemed necessary by the City to evaluate the Bidder's qualifications.

For questions regarding the bid, contact Catherine McNabb, at (360) 379-5089 or if you have questions regarding delivery or quantities of sodium hypochlorite please call John Merchant, Wastewater Treatment Plant Manager, at 360-385-3193 or Ian Jablonski, Water Resources Manager, at 360-379-5001.

Please email Catherine McNabb at cmcnabb@cityofpt.us to be included on the plan holders list. If you are not included on the list you may not receive addendums or updates regarding the bid.

The City of Port Townsend reserves the right to reject any and/or all bids and to waive any irregularities and informalities.

Dated this 10th day of January 2018

City of Port Townsend, WA

By:_____
Joanna Sanders, City Clerk

INSTRUCTIONS AND INFORMATION FOR BIDDERS

I.

The City of Port Townsend invites bids to provide and deliver sodium hypochlorite (12.5% minimum concentration) to the Wastewater Department and to the Water Quality Department of the City of Port Townsend. The other government agencies named in this document may use the City's contract for convenience, but whether the vendor enters into a contract with any other agency is between the vendor and that agency and the vendor is not required to do so under this bid.

II.

Documents. Plans, specifications or contract documents are on file with the City of Port Townsend at the following office and address:

City of Port Townsend
Public Works Department
250 Madison St #2R
Port Townsend, WA 98368

III.

Receipt of Bids. Bids must be submitted on the forms provided herewith, all blanks of which must be appropriately filled in. Bids will be received when and as outlined in the Invitation to Bid and then at said place publicly opened and read aloud. Each bid must be submitted in a sealed envelope bearing on the outside the name and address of the bidder, the date submitted, and the type of supply or service for which the bid is being submitted. If forwarded by mail, a sealed envelope containing the bid must be enclosed in another envelope addressed to the City of Port Townsend. The City of Port Townsend may consider informal any bid not prepared and submitted with provisions hereof.

IV.

Withdrawal of Bids. Any bid may be withdrawn prior to the scheduled time for opening of bids or authorized postponement thereof. No bid or proposal may be withdrawn after the time set for the bid opening or before award of contract, unless said award is delayed for a period exceeding 60 days.

V.

Late Bids. Any bid received after the time and date specified shall not be considered.

VI.

Bid Documents. Each bid must be accompanied by the following completed forms fully executed as required.

1. Exhibit A, Bid Proposal
2. Exhibit B, Bid Guarantee (Washington Bid Bond)
3. Exhibit C, Bidder's Statement of Qualifications

VII.

Agreement. The form of Agreement is included in the Bid Document marked as Exhibit D, which form shall be used and required of the bidder to be executed for the Contract. The party to whom the Contract is awarded will be required to execute the Agreement within 10 calendar days from the date when Notice of Award is delivered to the bidder. The Notice of Award shall be accompanied by the Agreement. In case of failure of the bidder to execute the Agreement, the City may at its option consider the bidder in default, in which case the Bid Bond accompanying the proposal shall become the property of the City and be forfeited.

VIII.

Proposals. All bids must be made on the Bid Proposal and must include the required bid documents. All blank spaces for bid prices must be filled in, in ink or typewritten, and the Bid Proposal must be fully completed and executed when submitted. Only one copy of the bid is required.

IX.

Waiver or Rejection. The City may waive any informality, irregularity, or minor defect or reject any and all bids at any time.

X.

Bidder Familiarity with Requirements. Bidders must satisfy themselves of the accuracy of estimated quantities, specifications and contract requirements, by personal examination of any plans, specifications, all bid and contract documents, the site or sites or location of the proposed work, and by any other examination or investigation which they may desire to make as to the nature of the contract requirements or any difficulties to be encountered. The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from any obligation in respect to his/her bid, and the bidder shall not assert that there was a misunderstanding concerning the work or of the nature of the work to be done, or of the requirements of the contract.

XI.

Bidders may submit a Bid Bond, or a certified check payable to the City of Port Townsend may be used in lieu of a Bid Bond.

As soon as the bid prices have been compared, the City will return the bonds (or checks) of all except the three lowest responsible bidders. When the Agreement is executed, the bonds of the two remaining unsuccessful bidders will be returned. The Bid Bond of the successful bidder will be retained until the Agreement has been executed and approved, after which it will be returned.

XII.

Attorneys-in-Fact. Attorneys-in-fact who sign Bid Bonds must file with each bond a certified and effective dated copy of their Power of Attorney.

XIII.

Notice to Proceed. A Notice to Proceed shall be issued within 10 days of the execution of the Agreement by the City. Should there be reasons why the Notice to Proceed cannot be issued within such period, time may be extended by mutual agreement between the City and the Supplier. If the Notice to Proceed has not been issued within 10 days or within the period mutually agreed upon, the Supplier may terminate the Agreement without further liability on the part of each party.

XIV.

Qualifications of Bidders. The bidder is required to file with its bid a statement of qualifications. The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request in addition to any information required by the Statement of Qualifications. The City reserves the right to reject any bid if the evidence is submitted by or an investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out obligations of the contract and to complete the work contemplated therein.

XV.

Applicable Law. All applicable laws, ordinances and the rules and regulations of all authorities having jurisdictions over the City or of the work to be performed by the supplier shall apply to the contract throughout, and the bidder shall be required to be familiar with and comply with any such laws, ordinances, rules and regulations.

XVI.

Conditional or Qualified Bids. A conditional or qualified bid will not be accepted.

XVII.

Basis of Award. The Contract will be awarded to the lowest responsive, responsible bidder, subject to the other rights retained by the City as set forth in the Bid Documents.

XVIII.

Corrections, Interpretations and Addenda. Any omissions, discrepancies, or need for interpretation should be brought in writing to the attention of cmcnabb@cityofpt.us or mailed to the following:

Catherine McNabb
City of Port Townsend
250 Madison St #2R
Port Townsend, WA 98368

Written addenda to clarify questions which should arise will then be issued if appropriate. All interpretation or explanation of the bid contract documents shall be in the form of an addendum, and no oral statements by the City or any other officer, employee or other agent or representative of the City shall in any way modify the contract or bid documents, whether made before or after letting the contract.

XIX.

Insurance Requirements. All bidders will be required, if they are awarded the contract, to provide insurance in accordance with the requirements set forth in Exhibit F. Bidders should pay special note to the insurance requirements, endorsement, and documents required. Failure to strictly comply with the insurance requirements may disqualify the apparent low bidder from award of the contract.

XX.

Estimates. All quantities specified in the specifications are estimates only, and actual quantities required by the City of Port Townsend and the Jefferson County PUD #1 may vary more or less. All bidders should take this factor into account in preparing and submitting a bid. Other government entities named in this bid document may purchase by authority of this contract and have provided their estimated quantities.

XXI.

Cooperative Purchasing. The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with terms and prices indicated therein if all parties are willing. Each governmental agency may sign separate agreements with the awarded vendors. The City of Sequim, City of Port Angeles and Jefferson County Public Utility District #1 all presently have Interlocal Agreements with the City of Port Townsend and are eligible to purchase from this contract without requirement for public bidding. This does not preclude other agencies from purchasing from this bid.

XXII

Price Increases Commodity: Any price increase for commodity requests must be in writing and approved by the City Purchasing Manager. Vendors shall be allowed to adjust prices, provided proof of manufacturer's price increase can be furnished to the City. If approved, the price increase shall take effect thirty (30) days from the date notification was received by the City.

Price Increases Delivery: Any price increase for delivery requests must be in writing and approved by the City Purchasing Manager. Vendors shall be allowed to adjust prices, provided proof of fuel price increases can be furnished to the City. If approved, the price increase shall take effect thirty (30) days from the date notification was received by the City.

Price Decreases: During the contract period and any renewals thereof, any price declines at manufacturer's level shall be reflected in a reduction of the contract price to the City; retroactive to the date they were effective to the vendor.

EXHIBIT A

BID PROPOSAL

Proposal of _____
(hereinafter called "Bidder"), organized and existing under the laws of the State of
_____, doing business as _____.

To the City of Port Townsend (hereinafter called "City"):

In compliance with your Invitation to Bid and Instructions and Information for Bidders, Bidder hereby proposes to perform all work for the following project or contract: SUPPLY AND DELIVERY OF Sodium Hypochlorite in strict accordance with the Bid Document, within the time set forth therein, and at the prices stated below.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his own organization, that this Bid has been arrived at independently without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any other competitor.

Bidder hereby agrees to commence work under this Contract on or before a date to be specified in the Notice to Proceed.

The undersigned Bidder agrees, if this bid is accepted, to enter into an Agreement with the City on the Agreement form included in this Bid Document and agrees to maintain prices submitted for this bid for a period of one year beginning February 15, 2018 and ending February 15, 2019. The contract may be terminated by either party submitting a proper written notice thirty (30) days prior to the date of termination. The contract may be extended for two one year terms if mutually agreeable to both parties. Price increases may be negotiated at each contract extension based on verifiable increases to the vendor's costs.

Bidder agrees that the Bid amounts stated herein include consideration of the specified insurance coverages.

Bidder agrees to perform all work described in the Bid Document for the following unit prices which shall include delivery costs in the unit prices; it being expressly understood that the unit prices are independent of the exact quantities used by the City.

SODIUM HYPOCHLORITE 12.5%

Item	Quantity *	Unit	Unit Price (Fig.)	Unit Price (Words)
Sodium Hypochlorite 4,700 gallons per delivery, may be split between Port Townsend WWTF, Port Townsend WTF and Jefferson County PUD #1*	32,600	Gal.		

*** Maximum of three drop sites per shipment.**
*** Estimated annual use. Exact quantity used may vary. You may choose to bid on one or all of the delivery sites.**

Delivery Sites and Estimated Quantities:

<u>Jefferson County PUD#1</u>
7,000 gallons yearly estimated usage
21 Kennedy Rd. Port Hadlock, WA 98339
73 Kennedy Rd. Port Hadlock, WA 98339

<u>Port Townsend Wastewater Treatment Plant</u>
20,000 gallons yearly estimated usage
5300 Kuhn St. Port Townsend, WA 98368

<u>Port Townsend Water Treatment Facility</u>
5,600 gallons yearly estimated usage
2807 20th St. Port Townsend, WA 98368

Brand Name _____
City and State of Manufacture _____
Terms _____
Normal Lead Time _____
Guaranteed Minimum Chlorine Strength shall be 12.5%
Comments (if a Receipt is hereby acknowledged of Addendum(s) No(s) : _

_____

_____ _____
Bidder's Firm Name Date

By:

Authorized Signature
(AUTHORIZED SIGNATURE REQUIRED, BID PROPOSAL IS VOID WITHOUT IT)
Address and telephone number:_____

_____

_____

1. If the Bidder is a sole proprietorship, so state and give the name under which business is transacted.

2. If the Bidder is a co-partnership, so state, giving firm name under which business is transacted.

3. If the Bidder is a corporation, this Proposal must be executed by its duly authorized officials.

Name, Phone Number and Address for receipt of official communications and for additional information on this Bid:

_____

_____

SUBMITTED ON _____, 2018.

END OF SECTION

EXHIBIT B

WASHINGTON BID BOND

BOND NO._____

AMOUNT: $_____

KNOW ALL MEN BY THESE PRESENTS, that _____

_____

hereinafter called the PRINCIPAL, and _____

_____

a corporation duly organized under the laws of the State of _____, having its

principal place of business at _____

in the State of _____, and authorized to do business in the State of Washington,

as SURETY, are held and firmly bound unto _____
as OWNER, hereinafter called the OBLIGEE, in the sum of

_____ DOLLARS ($_____),
for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for

_____

_____
said Bid Proposal, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the Bid Proposal submitted by the PRINCIPAL is accepted, and the Contract awarded to the PRINCIPAL, and if the PRINCIPAL shall execute the proposed Contract within the time fixed by the Documents, then this obligation shall be void; if the PRINCIPAL shall fail to execute the proposed Contract, the SURETY hereby agrees to pay to the OBLIGEE the said sum as liquidated damages.

Signed and sealed this ___ day of _____, 2018.

_____
PRINCIPAL

By_____

_____
SURETY

By_____
Attorney-In-Fact

* * * * * *

EXHIBIT C

BIDDER'S STATEMENT OF QUALIFICATIONS

The undersigned hereby certifies and submits the following qualifications:

1. Name and address _____

_____

_____

Telephone

2. If the Bidder is a corporation, please provide the following information:

State and Year of Incorporation _____

Principal Place of Business _____

Registered Agent and Address _____

_____

President _____

Vice-President _____

Secretary _____

Treasurer _____

If out-of-state corporation, date and place of filing of any authorization or intent to do business in Washington State:

_____

3. If partnership, name and address of each general partner:

_____

_____

_____

_____

4. If sole proprietorship, name and address of sole proprietor including spouse:

_____

_____

5. List any other trade or other names under which the company has conducted business during the last five years:

_____

_____

6. Number of years in business under present firm name:

7. State of Washington Department of Revenue registration number: _____

8. Internal Revenue Service Employer Identification Number: _____

If none, for a sole proprietorship, Social Security Number of Sole Proprietor:

_____

9. Particular types of work performed by the firm: _____

_____

_____

10. List several recent public or other contracts or project performed:

Amount	Type	Owner	Name	Telephone

11. Gross amount of contracts now in hand: _____

12. Bank references (name, address and telephone number):

_____

_____

_____

13. Credit references (name, address and telephone number):

_____

_____

_____

_____

_____

The undersigned certifies that he or she is authorized to execute and sign this Statement of Qualifications on behalf of the Bidder, and the Bidder does hereby specifically authorize the City of Port Townsend, its officers or agents to inquire into any of the named persons, firms or public entities identified above concerning the Bidder for the purpose of evaluating the Bidder's qualifications in connection with the Bidder's Bid Proposal, and the Bidder specifically authorizes any of the persons, firms or public entities above to disclose such information as requested by the City, its officers or employees to evaluate the qualifications of the Bidder.

Dated:

Name of Bidder

By:

Authorized Signature

Title:

Signatory's address and telephone number:

EXHIBIT D

AGREEMENT

This AGREEMENT, made and entered into this ____ day of _____, 2018, by and between the CITY OF PORT TOWNSEND, Washington, hereinafter referred to as the "City, " and _____ hereinafter referred to as the "Supplier";

RECITALS

WHEREAS, the City is desirous of contracting with said supplier for the purchase of _____ for the period from _____ to _____; and

WHEREAS, the Supplier has submitted the lowest bid for the sale of said _____ and will be the supplier if said material is needed by the City.

NOW, THEREFORE, IN CONSIDERATION OF THE TERMS, CONDITIONS AND COVENANTS HEREIN CONTAINED, the parties agree as follows:

AGREEMENT

1. Purchase and Sale. The City hereby agrees to purchase the _____ _____, needed and required by it during the period from _____ to _____ from the Supplier, and the Supplier agrees to furnish, supply and deliver to the City said _____ _____ needed, required and ordered during said period. The contract may be terminated by either party submitting a proper written notice thirty (30) days prior to the date of termination. The contract may be extended for two one year terms if mutually agreeable to both parties. Price increases may be negotiated at each contract extension based on verifiable increases to the vendor's costs.

2. Contract Documents. The Contract between the parties includes this Agreement along with all bid documents and Exhibits, each incorporated herein by this reference as if set forth in full.

3. Price. The City agrees to pay for said _____ _____ the price as set forth in the Supplier's proposal.

4. Payment. Payment by the City shall be made monthly upon receipt of invoices from the Supplier, which shall be subject to verification as to quantities and qualities.

5. Materials. The materials so delivered shall conform to specifications provided in the above-mentioned documents, shall be merchantable and of high quality, and fit for the purposes of use intended by the City.

6. Delivery and Risk of Loss. The Supplier agrees to deliver the products to the place as designated in the Request for Bids within _____ days of a request for delivery by the City. Title shall pass to the City on delivery to said designated place. Risk of loss, destruction or damage to the products shall be on the Supplier until title passes to the City.

7. Delays in Delivery. The City agrees that the Supplier shall not be liable for any delay or non-performance due to the failure of the source of supply from which the Supplier obtains the products to make delivery, or due to delays in transportation, or due to strikes, labor difficulties, floods, fires or acts of God, or to the acts of regulations or any governmental authority or branch or agency thereof.

8. Cover for Non-Delivery. In the event of delay or non-performance by the Supplier for the reasons set forth in Section 7 of this Agreement, or for any other reason, the City shall be free to obtain said products from other sources without incurring liability or damages to the Supplier thereof.

9. Assignment; Delegation. The Supplier shall not assign this Agreement nor delegate any duties hereunder without the prior written consent of the City.

10. Insurance. The Supplier shall at all times during the term of this Agreement maintain all insurance required in accordance with the Bid Document, which is by this reference incorporated herein as if set forth in full. All insurance requirements shall be satisfied prior to or upon execution of this Agreement by the City.

11. Applicable Law; Venue. This Agreement shall be subject to, and the Supplier shall at all times comply with, all applicable federal, State and local laws, regulations, rules and provisions of the Charter, Municipal Code and ordinances of the City of Port Townsend. Venue for any action hereunder shall be in Jefferson County.

12. Termination. This Agreement can be terminated by either party upon default in performance of the other party, if such default is not cured within 10 days of notice thereof, and upon notification of intent to terminate this Agreement in writing 30 days prior to the date of termination. In case of default, the non-defaulting party shall have any and all remedies available to it in law or equity.

13. Notices. Any notice required by this Agreement may be delivered personally or mailed, certified with return receipt requested. If mailed, notice shall be deemed given upon the first business date after the date of postmark. Notices shall be delivered or mailed to the following:

To the City | To the Supplier

14. Price Changes

Price Increases Commodity: Any price increase requests must be in writing and approved by the City Purchasing Manager. Vendors shall be allowed to adjust prices, provided proof of manufacturer's price increase can be furnished to the City. If approved, the price increase shall take effect thirty (30) days from the date notification was received by the City.

Price Increases Delivery: Any price increase requests must be in writing and approved by the City Purchasing Manager. Vendors shall be allowed to adjust prices, provided proof of fuel price increases can be furnished to the City. If approved, the price increase shall take effect thirty (30) days from the date notification was received by the City.

Decreases in Price. If during the period of this Agreement, the Supplier's supplier shall offer and sell to the Supplier material of equal quality under substantially the same terms and conditions at a price resulting in a lower delivered cost to the Supplier than the delivered cost the Supplier is paying upon commencement of this Agreement or upon which the Supplier's bid proposal is based, then the Supplier shall advise the City in writing of such decrease in price and the Supplier shall either adjust its price hereunder to meet such lower delivery cost or permit the City to purchase its requirements elsewhere throughout the period for which the Supplier may be able to contract or the same at prices resulting in such lowered delivered costs.

15. Indemnity and Hold Harmless. The Supplier shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suites including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Supplier and the City, its officers, officials, employees, and volunteers, the Supplier's liability hereunder shall be only to the extent of the Supplier's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Supplier's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

16. Independent Contractor. For all purposes, the Supplier shall be deemed an independent contractor and shall not be deemed an employee of the City.

17. Waiver. Waiver by the City of any breach of any term or condition of this Agreement shall not be construed as a waiver of any other breach.

18. Attorneys' Fees. In the event any action is brought by either party to enforce the terms of this Agreement or for breach of this Agreement by the other party, the parties agree that

the non-prevailing party shall pay to the prevailing party reasonable attorneys' fees and costs and disbursements incurred by such party.

19. Entire Agreement. This Agreement, together with all Bid Documents referred to herein, constitutes the entire contract for sale and purchase between the parties hereto.

20. Binding Effect. This Agreement shall be binding upon the parties, the heirs, personal representatives, successors and assigns.

21. Modification. No modification of this Agreement shall be of any force or effect unless in writing signed by the parties.

22. Severability. If any provision of this Agreement is held invalid, the remainder shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law, and shall continue in full force and effect.

23. Option to Extend Contract. The City reserves the right to extend the Contract for one additional year if mutually agreeable by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first written above.

CITY OF PORT TOWNSEND

By _____

Title _____

_____
SUPPLIER

By _____

Title _____

APPROVED AS TO FORM

Attorney for Owner

* * * * * *

EXHIBIT E

INSURANCE REQUIREMENTS FOR SUPPLIERS

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

The Supplier shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Supplier, their agents, representatives, employees or subcontractors.

The Supplier shall provide a Certificate of Insurance evidencing:

1. Automobile Liability insurance with limits no less than $1,000,000 combined single limit per accident for bodily injury and property damage; and,

2. Commercial General Liability insurance written on an occurrence basis with limits no less than $1,000,000 combined single limit per occurrence and $2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

Any payment of deductible or self-insured retention shall be the sole responsibility of the Supplier.

The City shall be named as an additional insured on the Commercial General Liability insurance policy, as respects work performed by or on behalf of the Supplier and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The City reserves the right to receive a certified copy of all required insurance policies.

The Supplier's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

The Supplier's insurance shall be primary insurance as respect the City and the City shall be given thirty (30) days prior written notice by certified mail of any cancellation, suspension or material change in coverage.

Verification of Coverage

Supplier shall furnish the City with certificates of insurance, original endorsements and a workers' compensation status letter effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates, letters 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.