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# ELECTRIC SYSTEM ENGINEERING SERVICES REQUEST FOR PROPOSALS

BID OPENING DATE/TIME
FEBRUARY 15, 2023 @ 4:00 P.M.
CITY OF GRAND ISLAND, CITY HALL
100 E. 1<sup>ST</sup> STREET, P.O. BOX 1968
GRAND ISLAND, NE 68802

## ADVERTISMENT REQUEST FOR PROPOSALS

#### **ELECTRIC SYSTEM ENGINEERING SERVICES**

Sealed Proposals, in addition to those submitted online, will be received at the City Clerk's Office, 100 E. First Street, Grand Island, NE 68801 or P.O. Box 1968, Grand Island, NE 68802 until 4:00 PM. (local time) on February 15, 2023, for furnishing a Proposal for Electric System Engineering Services, F.O.B. for the City of Grand Island Utilities Department. Proposals received after the specified time will be returned unopened to sender.

The specifications, and any addenda, may be viewed on-line at <a href="www.grand-island.com">www.grand-island.com</a> under Business-Bid Calendar. Documents for use in preparing the Proposal may be downloaded from the Quest CDN website, <a href="www.QuestCDN.com">www.QuestCDN.com</a> for a forty-two-dollar (\$42) fee.

Proposals shall be marked "ELECTRIC SYSTEM ENGINEERING SERVICES". All Proposals must be signed and dated in order to be accepted. The original Proposal and two (2) additional complete copies (3 total) shall be submitted for evaluation purposes. If Proposals are being submitted online via QuestCDN, the submitter is NOT required to submit hard copies. Proposals not containing the correct number of copies will not be considered.

Proposals will be evaluated by the Purchaser based on the Vendor's responsiveness, company experience, personnel experience, commercial terms, and fees.

The chosen Vendor will be required to comply with the City's insurance requirements and fair labor standards.

Proposals shall remain firm for a period of thirty (30) days after Proposal due date. The City of Grand Island reserves the right to reject any or all Proposals and to waive technicalities therein and accept whichever Proposal that may be in the best interest of the City of Grand Island, at its sole discretion.

The City of Grand Island does not discriminate on the basis of disability in admission of its programs, services, or activities, in access to them, in treatment of individuals with disabilities, or in any aspect of their operations. The City of Grand Island also does not discriminate on the basis of disability in its hiring or employment practices.

This notice is provided as required by Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information or accommodation regarding the ADA and Section 504 may be forwarded to the designated ADA and Section 504 compliance coordinator.

RaNae Edwards, City Clerk

#### **INSTRUCTIONS TO BIDDERS**

#### 1. GENERAL INFORMATION.

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

#### 2. TYPE OF BID.

Bidders shall be required to submit prices for all items listed in the Detailed Specifications.

#### 3. PREPARATION/SUBMISSION OF BIDS.

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

#### 4. BID SECURITY.

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

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

#### 5. RETURN OF BID SECURITY.

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

#### 6. BASIS OF AWARD

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

Conformance with the terms of the Bid Documents Bid Price Cost of installation

Suitability to project requirements.

Delivery time

Responsibility and qualification of Bidder.

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

#### 7. EXECUTION OF CONTRACT.

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

#### 8. PERFORMANCE AND PAYMENT BONDS.

The successful Bidder shall file with the OWNER Performance and Payment Bonds in the full amount (100 percent) of the Contract price, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the Work under this Contract, and to cover all guarantees against defective workmanship or materials, or both, for a period of one (1) year after the date of final acceptance of the Work by the OWNER. The Surety furnishing these bonds shall have a record of service satisfactory to the OWNER, be authorized to do business in the State where the OWNER's project is located and shall be named on the current list of approved Surety Companies, acceptable on Federal bonds as published by the Audit Staff, Bureau of Accounts, U.S. Treasury Department.

The Attorney-in-Fact (Resident Agent) who executes these bonds on behalf of the Surety must attach a notarized copy of his/her power-of-attorney as evidence of his/her authority to bind the Surety on the date of execution of the bond.

#### 9. TIME OF COMPLETION.

The time of completion of the Work to be performed under this Contract is the essence of the Contract.

#### 11. GRATUITIES AND KICKBACKS

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

#### 12. FISCAL YEAR

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

#### **ELECTRIC SYSTEM ENGINEERING SERVICES - CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into by and between [SUCCESSFUL BIDDER], hereinafter called the Contractor, and the CITY OF GRAND ISLAND, NEBRASKA, hereinafter called the City.

#### WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for proposals to be published for *ELECTRIC SYSTEM ENGINEERING SERVICES* and

WHEREAS, the City, in the manner prescribed by law, has evaluated the proposals submitted, and has determined the aforesaid Contractor to be the responsible proposer, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's proposal, portions thereof being attached to and made a part of this contract.

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

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

- 1. This Contract Agreement.
- 2. City of Grand Island's Request for Proposals.
- 3. Minimum Insurance Requirements
- 4. [NAME OF SUCCESSFUL BIDDER] bid signed and dated [DATE OF BID].

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

<u>ARTICLE II</u>. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) provide and perform all necessary labor; and (c) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed

in the attached General Specifications, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's proposal;

ARTICLE III. That the City shall pay to the Contractor for the performance of the work embraced in this contract and the Contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of [DOLLAR AMOUNT] (\$00.00) for all services and work covered by and included in the contract award and designated in the foregoing Article II; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

The total cost of the Contract includes:

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

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

ARTICLE IV. The Contractor hereby agrees to act as agent for the City. The invoice for contractor's services will be paid after approval at the next regularly scheduled City Council meeting and occurring after departmental approval of invoice. The City Council typically meets the second and fourth Tuesday of each month. Invoices must be received well in advance of Council date to allow evaluation and processing time.

ARTICLE V. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis, of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations. The Contractor agrees to maintain a drug-free workplace policy and will provide a copy of the policy to the City upon request. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system

to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

#### GRATUITIES AND KICKBACKS

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

#### [SUCCESSFUL PROPOSAL]

Ву	Date
Title	
CITY OF GRAND ISLAND, NEBRASKA	
By	Date
Mayor	
Attest:	
City Clerk	
The contract is in due form according to law and hereby a	approved.
	Date
Attorney for the City	<del></del>

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#### **DETAILED SPECIFICATIONS**

#### 1.0 SCOPE

The Grand Island Electric Department is soliciting proposals for engineering services to develop a master plan for the Grand Island electric system that shall cover a 20-year period. The master plan shall include the following:

- 1. A study of the electric distribution system and recommendations.
- 2. A study of the electric transmission system and recommendations.

#### 2.0 OVERVIEW OF ELECTRIC SYSTEM

The Grand Island Electric Department is a municipally owned electric utility, with a summer 2012 peak demand of 171 MW, and an annual load factor of 53%. The apparent annual demand growth rate is less than 1%. The Electric Department serves 27,000 meters within an 82 square mile service area.

The City's generating resources total 181 MW at two power plant locations, Platte Generating Station and Burdick Station. The Platte Generating Station (PGS) is comprised of a 1982 vintage 100 MW, coal fired steam unit. Burdick Station consists of three gas / oil combustion turbines with a total summer rating of 81 MW.

Grand Island has contracted for a nominal 33 MW participation purchase in Omaha Public Power District's Nebraska City #2, coal fired, power plant. Additionally, Grand Island has contracted for a nominal 15 MW participation with Whelan Energy Center #2 in Hastings, Nebraska. Including a firm purchase of 9 MW from WAPA, existing generation and committed resources total 238 MW.

Grand Island owns and maintains 35 miles of 115 kV transmission facilities. Eight substations are connected at 115 kV for a combination of distribution, generation, and interconnection duty. Thirteen miles of the transmission circuits make five interconnections with Nebraska Public Power District (NPPD), at four of Grand Island's substations: Substations A, D with two interconnections, E, and F. Generation is connected at Substation H for Burdick Station and Substation D for Platte Generating Station.

Twenty-four miles of the transmission system comprise a 115 kV loop connecting the eight 115 kV substations. With the exception of Substation D, all substations are used for distribution purposes. An eighth 13.8 kV substation, "G," has no 115 kV bay, it connects the older generation at the Burdick Station power plant to the distribution system.

Presently, the total self-cooled substation transformation is 315 MVA. A single-line drawing of the electric system Power Supply is included with the RFP.

Substation transformers, rated at 22.5 MVA with 8% impedance, limit distribution system fault current to 10,000 amperes. Substation transformers are limited to four feeders in an effort to keep loads relatively

low. Transformer loading is normally restricted to the self-cooled rating. Substations are constructed with two transformers. The secondary busses can be connected in parallel, permitting either transformer to be removed from service.

Grand Island utilizes a single distribution voltage, 13.8 kV. The primary aerial distribution feeder conductor is 336.4 MCM ACSR 18/1 (Merlin). Normal feeder loading is limited to 250 amperes. Overcurrent protective relays are the ABB DPU-2000R model and the SEL 351A, set to trip at 480 amperes; distribution feeders can be interconnected for circuit breaker, switch, and line maintenance.

#### 3.0 OVERVIEW OF DISTRIBUTION SYSTEM

The 13.8 kV, grounded wye, distribution voltage dates to a 1953 generator addition at the centrally located, power plant / substation. Three radial 13.8 kV distribution circuits were connected to this Pine Street Station; control of the distribution system was a power plant responsibility.

In 1957 Burdick Station and Sub G (originally Groff Street Substation) were constructed. Generation, at 13.8 kV, was connected directly to the distribution substation. The two generating facilities, one mile apart, were connected at 13.8 kV through dedicated plant ties. Unit substations located throughout the city interfaced with the legacy 2400 volt delta distribution circuits.

By the late 1960's the Electric Department standardized on 336.4 MCM ACSR as the backbone feeder conductor. The stated design criteria were "5 MW for 5 miles." Feeders were loaded to 50% of conductor capacity and could serve any load from the centrally located substations.

In 1970 the 34.5 kV transmission interconnection with NPPD was upgraded to 115 kV and Substation H (formerly Cherry Street Substation) was constructed. A dedicated dispatch center removed the transmission and distribution responsibilities from the production function. Containing three 22.5 MVA transformers, Substation H was the first 115/13.8 kV substation.

Between 1970 and 1980 a 115 kV transmission loop was constructed on the perimeter of Grand Island. Additional 115/13.8 kV substations were installed on this loop. In 1982, the 100 MW Platte Generating Station became operational. Originally radially connected, in 1992 PGS was fully integrated into the 115 kV loop.

A mid-1980's power factor improvement effort resulted in the addition of switched capacitors. Most capacitor banks are VAR controlled. Some capacitor banks, serving industrial loads, are current activated. With switched capacitors, the distribution feeders have nearly a flat voltage profile.

During the 1980's and 1990's the underlying 2400 volt distribution system was converted to 13.8 kV; as were the rural 7200 volt distribution circuits. The aerial distribution system now consists of 295 miles three phase and 87 miles of single phase circuits. The underground portion of the distribution system contains 85 miles of three phase and 105 miles of single phase circuits.

#### 4.0 MASTER PLAN CONSIDERATIONS

The master plan shall evaluate the system for ability to reliably serve the Grand Island area through 2043 based upon current load growth forecasts. As a minimum, the master plan shall include the following:

#### 4.1 ELECTRIC DISTRIBUTION SYSTEM STUDY

The master plan shall address, at a minimum, the following topics:

- Adequacy of load serving capability
- Switching flexibility ability to transfer load from one substation to another
- Future expansion potential
- Transformer and feeder loading methodology
- Distribution automation and communications recommendations
- Sectionalizing recommendations if any
- System modeling improvements
- Distributed energy resources
- Electric Vehicle deployment and recommendations
- Staffing levels for adequate system maintenance and expansion
- Strategies for replacing aging infrastructure

#### 4.2 ELECTRIC TRANSMISSION SYSTEM STUDY

The transmission system shall be studied for suggestions related to future substation needs and locations, additional transmission line needs, protection methods and strategies, conductor upgrading needs, communication requirements and system modeling.

The master plan shall address, at a minimum, the following topics:

- Future substation needs and locations
- Additional transmission line needs
- Condition evaluation and recommendations for existing transmission lines and substations
- Substation Security evaluation and recommendations
- 10 MW solar injection and possible locations

The report will be furnished by the Engineer in an electronic format as an Adobe PDF file, and will also include all supporting documents, correspondence, drawings, calculations, worksheets, and databases. Preferred data formats are PDF, AutoCAD, MS Word, MS Excel, MS Access, and MS Visio.

The Engineer shall formally present the Report to the Grand Island City Council and other public forums, as necessary.

#### 5.0 OWNERSHIP OF DOCUMENTS

All drawings, calculations, and other documents, resulting from this project, will become the property of the Grand Island Electric Department. These records are required for the continuing operation and maintenance of the electric utility. Assets will be reused but the Engineer will not be liable for the specific applications in which they are reused. The Electric Department will respect truly proprietary designs, if identified in advance by the Engineer. This paragraph takes precedence over paragraphs to the contrary possibly contained in the Engineer's standard Commercial Terms.

#### 6.0 QUALIFICATIONS

Proposers shall furnish statements of experience and qualifications regarding: (1) Preparation of Master Plans, (2) Distribution and Transmission circuit design, and (3) Electric System Modeling, as described under the Master Plan Considerations heading. Qualifications of the Engineering Firm and personnel assigned to the various portions of the project are of interest.

Bidders with experience in preparation of similar Master Plans should furnish a sample with the Proposal.

#### 7.0 NOT TO EXCEED PRICE

A "Not to Exceed" Price is required for preparation, publication, and presentation of the Master Plan. This price will be a factor in the evaluation.

#### 8.0 COMMERCIAL CONDITIONS

The Engineer shall include with the Proposal any proposed Contract and commercial conditions that would be incorporated in an Agreement. The proposed Contract will be reviewed by the City's Legal Department; possibly requesting changes. The Agreement and Contract will be subject to Nebraska law.

#### 9.0 FEE SCHEDULE

The Proposal shall provide hourly fees by personnel classification, fee multiplier, and any other direct labor related costs.

The Proposal shall provide an estimate of the distribution of labor hours by general classification, for the entire job; that is, percentages of management, engineering, drafting, clerical, etc.

Include the rate and multipliers for reimbursable expenses such as supplies and travel. Include any adders or multipliers on passed through professional services.

#### 10.0 PROPOSAL EVALUATION

The Proposal evaluation criteria will be categorized as shown below. Also indicated are the weighting factors that will be used in tabulating the evaluation scores.

- Company Experience with Master Plan Development / References (x 2)
- Personnel Experience with Master Plan Development / References (x 2)
- Proposal Responsiveness (x 2)
- Project Cost and Fees (x 1)
- Commercial Terms (x 1)

#### 11.0 SITE INSPECTION

Engineering Firms interested in submitting Proposals are required to visit the City facilities prior to submittal of the Proposal to become familiar with the project scope, existing construction, and drawing status. Site inspections can be arranged by contacting Travis Burdett, (308) 385-5466, for an appointment.

#### 12.0 PAYMENT

Payment for the engineering services will be determined by hours worked plus miscellaneous expenses, up to the predetermined "not to exceed" amount for the entire project. Invoices will be submitted monthly. Included with, but separate from, the invoice, the Engineer will provide a progress report for the billing period. The Progress report shall contain a description of the activity and a comparison of the anticipated schedule (hours billed) with the actual. A Progress report shall be provided monthly, even in the absence of activity.

The monthly invoice for Engineer's services will be paid after approval by the Utilities Department and subsequent approval by the Grand Island City Council at their regularly scheduled meetings. The City Council typically meets the second and fourth Tuesday of each month. Invoices must be received well in advance of Council date to allow evaluation and processing time.

#### 13.0 INSURANCE REQUIREMENTS

The Engineer shall comply with the attached "MINIMUM INSURANCE REQUIREMENTS".

#### 14.0 OWNER'S SATISFACTION

The Owner reserves the right to withhold up to 10% of the total quoted price until such time as all requirements set forth in the signed Contract are met to the Owner's satisfaction.

#### 15.0 DEFINITIONS

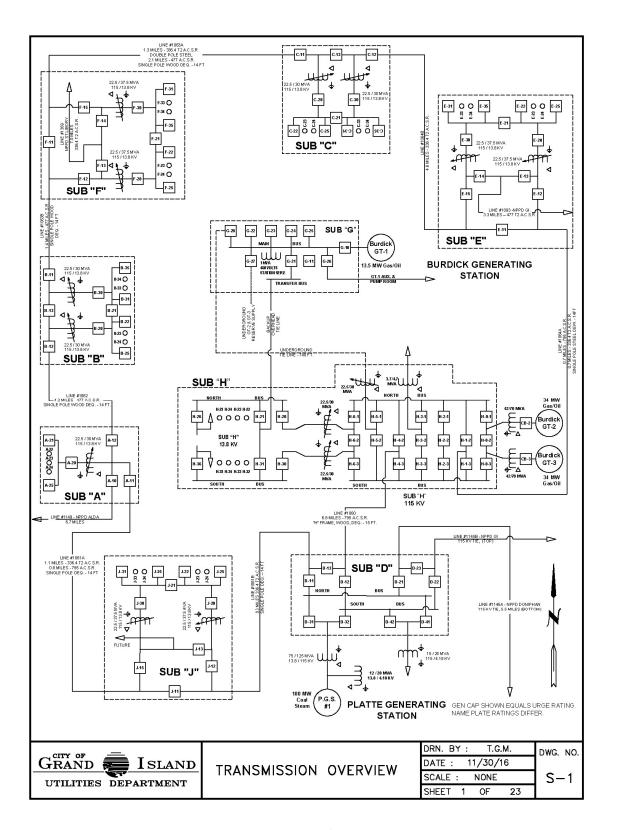
**Grand Island Utilities Department/ The Department / GIUD / City / Owner/**– An employee representative of the City of Grand Island.

**Vendor** – Representative term for company being awarded a Contract for the work specified in this document

**Contract** – Signed agreement between the City of Grand Island and the Vendor.

#### **16.0 CONTACT INFORMATION**

Questions concerning technical or logistical aspects of this Proposal package may be directed to: **Travis Burdett** by Phone: 308.385.5466, or Email: <a href="mailto:travis.burdett@giud.com">travis.burdett@giud.com</a>.



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#### MINIMUM INSURANCE REQUIREMENTS

## ELECTRIC SYSTEM ENGINEERING SERVICES CITY OF GRAND ISLAND, NEBRASKA

You are urged to include in your bid compliance with the City's minimum insurance requirements; however, any non-compliance must be detailed in the Exceptions Section of the bid. Compliance with the specified owner's and Contractor's Protection coverage is mandatory.

The Bidder shall take out, throughout the duration of the Contract, insurance of such types and in such amounts as may be necessary to protect himself and the interests of the City against all hazards or risks of loss as hereinafter specified. This insurance shall cover all aspects of the Bidder's operations to the fullest extent possible and provide no exclusions relative to any aspect of the work being performed for the City. The form and limits of such insurance, together with the underwriter thereof in each case, shall be approved by the City but regardless of such approval, it shall be the responsibility of the Bidder to maintain adequate insurance coverage at all times. Failure of the Bidder to maintain adequate coverage shall not relieve him of any contractual responsibility or obligation.

#### 1. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

This insurance shall protect the Bidder against all claims under applicable State worker's compensation laws. The Bidder shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law. This policy shall include an "all states" endorsement. The liability limits shall not be less than the following:

Workers' Compensation Statutory

Employer's Liability \$100,000 each person \$100,000 per disease \$500,000 policy limit

#### 2. BUSINESS AUTOMOBILE LIABILITY

This insurance shall be written in comprehensive form and shall protect the Bidder against all claims for injuries to members of the public and damage to property of others arising out of any act or omission of the Bidder, their agents, employees or subcontractors. The liability limits shall not be less than the following:

Bodily Injury & Property Damage \$ 500,000 combined single limit each

#### 3. COMPREHENSIVE GENERAL LIABILITY

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

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

#### 4. OWNER'S PROTECTIVE LIABILITY AND PROPERTY DAMAGE

The Bidder shall purchase and maintain owner's protective liability and property damage insurance issued in the name of the City, which shall protect the latter against any and all claims which might arise as a result of the operations of the Bidder or their subcontractors or the City and its agents

and employees in fulfilling this Contract during the life of the Contract. The minimum amounts and coverage of such insurance shall be the same as required for comprehensive general liability.

#### 5. <u>UMBRELLA LIABILITY INSURANCE</u>

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

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

\$1,000,000 general aggregate

#### 6. ADDITIONAL REQUIREMENTS

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

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

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

#### 7. PROOF OF CARRIAGE OF INSURANCE

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