



City of Grand Island

Tuesday, April 14, 2020

Council Session

Item G-5

#2020-88 - Approving Engineering Services for the Affordable Clean Energy Rule

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Timothy G. Luchsinger, Utilities Director
Stacy Nonhof, Interim City Attorney

Meeting: April 14, 2020

Subject: Affordable Clean Energy Rule Engineering Services

Presenter(s): Timothy G. Luchsinger, Utilities Director

Background

July 8, 2019, EPA finalized the Affordable Clean Energy (ACE) Rule. In accordance with Section 111(d) of the CAA, the ACE Rule provides guidelines for states to follow in developing implementation plans to establish CO₂ performance standards for existing coal-fired electric utility units. The ACE Rule replaced the 2015 Clean Power Plan (CPP), which the Agency determined included requirements that exceeded its authority under the Clean Air Act (CAA). While the CPP was substantially based on the shifting generation on the fleet-wide level from coal to natural gas and renewable sources, the ACE Rule defines the best system of emission reductions in terms of the reductions associated with heat rate improvements that may reasonably be made at each individual source.

Utility staff has recommended retaining an engineering firm to evaluate the Platte Generating Station process for compliance with the ACE rule and help develop a compliance plan. This compliance plan must be submitted to the State by September 10, 2020.

Discussion

The request for proposal for engineering services for the ACE Rule was publicly advertised in accordance with the City Purchasing Code and sent to three potential firms. Proposals from the following firms were received from the following consultants:

Black & Veatch - Overland Park, Kansas
Sargent & Lundy - Chicago, Illinois
RMB Raleigh - North Carolina

Using a matrix of the Utility Department's established evaluation criteria, which included pricing and commercial terms, fees, company and personnel experience, contract forms,

and proposal responsiveness, these proposals were reviewed by department management staff. A tabulation of the evaluation factors indicated a consensus for RMB. This firm's proposal was ranked the highest by each evaluator.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue presented in this motion

Recommendation

City Administration recommends that the Council award the Proposal for ACE Rule - Engineering Services to RMB of Raleigh, North Carolina as the best evaluated proposal, with a proposal price not to exceed \$65,000.00.

Sample Motion

Move to approve the proposal from RMB of Raleigh, North Carolina, for the ACE Rule - Engineering Services for a price not to exceed \$65,000.00.



Stacy Nonhof, Purchasing Agent

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**REQUEST FOR PROPOSAL
FOR
AFFORDABLE CLEAN ENERGY (ACE)**

RFP DUE DATE: March 31, 2020 at 4:00 p.m.

DEPARTMENT: Utilities

PUBLICATION DATE: March 19, 2020

NO. POTENTIAL BIDDERS: 3

PROPOSALS RECEIVED

RMB Consulting & Research Inc.
Raleigh, NC

Sargent & Lundy
Chicago, IL

Black & Veatch Corporation
Overland Park, KS

cc: Tim Luchsinger, Utilities Director
Jerry Janulewicz, City Administrator
Stacy Nonhof, Purchasing Agent

Pat Gericke, Admin. Asst. Utilities
Patrick Brown, Finance Director
Lynn Mayhew, Asst. Utilities Director

P2206



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AFFORDABLE CLEAN ENERGY (ACE) RULE –
ENGINEERING SERVICES

REQUEST FOR PROPOSAL

C128992

Proposals due

Tuesday, March 31, 2020 @ 4:00 p.m. (local time)
City of Grand Island, City Hall
100 East 1st Street, P.O. Box 1968
Grand Island, NE 68802-1968

Contact Information

City of Grand Island Utilities Department
Lynn Mayhew, Assistant Utilities Director
Platte Generating Station
Grand Island, NE 68801
O: 308-385-5496

Issued: March 18, 2020

PROPOSAL

**ADVERTISEMENT FOR PROPOSALS
AFFORDABLE CLEAN ENERGY RULE-ENGINEERING SERVICES
FOR
CITY OF GRAND ISLAND, NEBRASKA**

Proposals will be received at the office of the City Clerk, 100 E. First Street, P.O. Box 1968, Grand Island, Nebraska 68802, until Tuesday, March 31, 2020 at 4:00 p.m. local time for the above Proposal, FOB the City of Grand Island. Site inspections can be arranged by contacting Lynn Mayhew (308) 385-5494 for an appointment.

Proposals received after the specified time will be returned unopened to sender. Proposals shall include the following on the outside of the envelope: **"Proposal for Affordable Clean Energy Rule - Engineering Services"**. All proposals must be signed and dated in order to be accepted. Proposals shall be addressed to the attention of Lynn Mayhew, Assistant Utilities Director. **Four complete copies with the original** proposal shall be submitted for evaluation purposes if submitting by mail. Proposal package and any Addendas is also available on-line at <http://www.grand-island.com/business/bids-and-request-for-proposals/bid-calendar> under the bid opening date and "Click here for bid document link" through QuestCDN. Submitting through QuestCDN requires one original document of the bid to be uploaded.

Proposals will be evaluated by the Purchaser based on Contractor's response to the proposal, experience of the company and project personnel, commercial terms, and pricing to perform the project required.

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

RaNae Edwards, City Clerk

Advertised



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REQUEST FOR PROPOSALS

GENERAL SPECIFICATIONS

The Proposal shall be in accordance with the following and with the attached DETAILED SPECIFICATIONS.

All prices are to be F.O.B. Grand Island, Nebraska. **All prices shall be firm, and shall include all sales and use taxes as lawfully assessed under laws and regulations of the State of Nebraska.**

Proposals shall include the following on the **outside** of the mailing envelope: **"Proposal for Affordable Clean Energy Rule-Engineering Services"**. All proposals must be signed and dated to be accepted. Proposals shall be addressed to the attention of Lynn Mayhew, Assistant Utilities Director. All proposals submitted by mail must include **four (4) complete copies**. The specification is also available at <http://www.grand-island.com/business/bids-and-request-for-proposals/bid-calendar> under the specified opening date and "Click here for bid document link" through QuestCDN. If submitting through QuestCDN, one original document of the proposal and supporting materials is required to be uploaded. All proposals shall be submitted for evaluation purposes to the following:

Mailing Address: RaNae Edwards, City Clerk
City Hall
P. O. Box 1968
Grand Island, NE 68802-1968

Street Address: RaNae Edwards, City Clerk
City Hall
100 E. First Street
Grand Island, NE 68801

Any Proposal received after the specified date will not be considered. No verbal Proposal will be considered.

Proposals will be evaluated by the Purchaser based on Contractor's response to the proposal, experience of the company and project personnel, commercial terms, and pricing to perform the project required.

The successful contractor will be required to comply with fair labor standards as required by Nebraska R.R.S. 73-102 and comply with Nebraska R.R.S. 48-657 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. Contractor shall maintain a drug free workplace policy. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

The 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

*Platte Generating Station / 1035 W. Wildwood Drive / Box 1968 / Grand Island, NE 68802-1968
Phone (308) 385-5496 / FAX (308) 385-5353*

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fourth Tuesday of each month. Invoices must be received well in advance of City Council date to allow evaluation and processing time.

The City reserves the right to reject any or all proposals and to select the proposal, which is deemed to be in the City's best interest, at its sole discretion.

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

All Proposals must be signed and dated to be accepted. If exceptions and/or clarifications are noted to the bid, those exceptions must be fully explained on a separate sheet, clearly marked, and included with the Proposal. Any changes that are found made to the original specifications, other than Owner generated Addendums, would result in your bid not being considered. Please contact Lynn Mayhew at 308-385-5494, for questions concerning this specification.

AFFORDABLE CLEAN ENERGY (ACE) RULE - ENGINEERING SERVICES DETAILED SPECIFICATIONS

SCOPE The City of Grand Island Utilities is soliciting proposals for engineering services to provide the evaluation of the seven Best System of Emission Reduction (BSER) Heat Rate Improvement (HRI) technologies for the Affordable Clean Energy (ACE) Rule.

DESCRIPTION The City of Grand Island owns and operates a 100MW coal fired generating unit in the SPP Market that is required to meet the ACE Rule. Nebraska Utilities having generation that fall into the ACE Rule are working with the Nebraska Department of Environment and Energy (NDEE) to submit a State Implementation Plan (SIP). Each owner is evaluating their effected units and coordinating with other generators to evaluate the units in a similar manner. The timeline to complete the evaluation must be ready to be submitted to the State by September 10, 2020.

STANDARDS, GUIDELINES AND REFERENCES The standards, guidelines and references are as follows:

- Affordable Clean Energy Rule
- EPA Cost Estimation- Concepts and Methodology
- AACE Classification System

DELIVERABLES The deliverables are as follows:

1. **Request for Information.** Within seven (7) days from the date of issuance of the Notice to Proceed, the Contractor shall submit a Request For Information (RFI) to Utility Engineering for the information needed to perform the ACE Rule evaluation.
2. **Data Evaluation.** The Contractor shall evaluate the data and use a Level 5 cost analysis to determine if the seven (7) BSER will meet the criteria in the ACE Rule to be a viable project. If a BSER is viable, a Level 4 cost analysis is to be completed.
3. **Draft Report.** The Contractor shall provide a detailed draft report for the scope of work performed for the plant within sixty (60) days.
4. **Final Report.** Upon receiving comments from the draft report, the final report shall be ready no later than September 7, 2020 .

EXECUTION The execution is as follows:

1. **Preparation.** Perform preliminary work to determine what information is needed from the plant staff to evaluate the seven areas. Utility Engineering shall provide all requested data to the Contractor, to the extent it is available, within 30 days of receiving the RFI.
2. **Evaluation.** Each of the seven (7) BSER stated in the ACE Rule shall be evaluated for feasibility using a Class 5 estimate. If from that Class 5 estimate an area shows that it is feasible, a Class 4 estimate shall be performed.
3. **Report.** Provide a report documenting the evaluation and the methodology used to determine the feasibility of each of the seven areas. The expected benefit of Compliance with the

regulatory standards shall be clearly stated in an executive summary as well as throughout the report. Any items identified as not feasible shall include a discussion. A draft report, shall be submitted to the City for review and comment prior to the final report being submitted.

PROPOSAL EVALUATION. The proposals will be evaluated on the following criteria. Also indicated are the weighting factors which will be used in tabulating the evaluation scores.

1. Proposal Responsiveness (x 1)
2. Company Experience (x 2)
3. Personnel Experience (x 2)
4. Commercial Terms (x 1)
5. Engineering Fees (x 1)

SITE INSPECTION. Site inspections can be arranged by contacting Lynn Mayhew, 308-385-5494, for an appointment.

PROPOSAL QUALIFICATIONS. Only respondents with an established reputation and demonstrated experience performing the work described herein will be considered. The respondent shall have performed such work for a minimum of five (5) years. All work is to be performed by or under the direct supervision of experienced engineers registered in the State of Nebraska.

PROPOSAL INFORMATION The Proposal shall provide hourly fees by personnel classification, fee multiplier, a schedule of applicable expenses, and proposed contract. A list of projects of similar scope to those indicated in these specifications and client contacts shall also be provided. Proposed primary personnel with their qualifications and anticipated involvement in the project shall be included with the Proposal.

PAYMENT: Payment for the engineering services will be determined by hours worked plus miscellaneous expenses, up to a predetermined "not to exceed" amount on a project basis. Time estimates for various portions of projects, man-hours by classification, and miscellaneous expense details may be requested.

PRICING The Contractor shall provide in the Proposal a not-to-exceed price for the specified work, including standard rates for services and expenses and all other terms and policies to be in effect during this project.

INSURANCE The Contractor shall comply with the attached INSURANCE REQUIREMENTS.

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.

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.

ATTACHMENTS

- AACE International Recommended Practice No. 18R-97 Cost Estimate Classification System – as applied in engineering, procurement, and construction for the process industries
- Cost Estimation: Concepts and Methodology

INSTRUCTIONS TO BIDDERS - PROPOSAL

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 PROPOSAL.

All Proposals must be submitted intact not later than the time prescribed, at the place, and in the manner set forth in the ADVERTISEMENT FOR BIDS. Proposals must be made on the Company's official letterhead, and must be signed and dated to be accepted. Each Proposal 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.

Proposal package and any Addenda is also available on-line at <http://www.grand-island.com/business/bids-and-request-for-proposals/bid-calendar> under the bid opening date and "Click here for bid document link" through QuestCDN. Submitting through QuestCDN requires one original document of the bid to be uploaded (no zip files). Any Proposal received after the specified date will not be considered. No verbal Proposal will be considered.

The Bidder shall acknowledge receipt of all addenda. Proposals received without acknowledgement or without the Addendum enclosed will be considered informal.

If exceptions and/or clarifications are noted to the proposal, those exceptions must be fully explained on a separate sheet, clearly marked, and included with the Proposal. Any changes that are found made to the original specification, other than Owner generated Addendums, could result in your bid not being considered.

The City reserves the right to reject any or all proposals and to select the proposal, which is deemed to be in the City's best interest, at its sole discretion.

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

4. BASIS OF AWARD

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

All Proposals will be considered on the following basis:

- | | |
|----------------------------------|---------------------------|
| 1. Proposal Responsiveness (x 1) | 4. Commercial Terms (x 1) |
| 2. Company Experience (x 2) | 5. Engineering Fees (x 1) |
| 3. Personnel Experience (x 2) | |

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

5. 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, if required, together with the acceptable bonds if required in these Bid Documents. Within fifteen (15) days after receiving the signed Contract from the successful Bidder, the OWNER's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

6. TIME OF COMPLETION.

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

8. 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.

9. 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.

ENGINEERING SERVICES - CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between **[SUCCESSFUL BIDDER]**, hereinafter called the Engineer, 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 *Affordable Clean Energy (ACE) Rule-Engineering Services*; and

WHEREAS, the City, in the manner prescribed by law, has evaluated the proposals submitted, and has determined the aforesaid Engineer to be the responsible proposer, and has duly awarded to the said Engineer a contract therefore, for the sum or sums named in the Engineer'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 Engineer and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Engineer for itself, him/herself, or themselves, and its, his, or their successors, as follows:

ARTICLE I. 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. Agreement for Engineering Services between the City of Grand Island and [Engineering Company]
3. City of Grand Island's Request for Proposals.
4. [Engineering Company's] Proposal dated [date].
5. City Council Resolution [resolution number] dated [date].

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

ARTICLE II. That the Engineer shall provide the services set forth in this agreement and the attachments thereto in accordance with the normal degree of care and skill of other reputable professionals providing similar services on similar projects of like size and nature for this area;

ARTICLE III. That the City shall pay to the Engineer for the performance of the work embraced in this contract and the Engineer 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
	\$.00
	<u>\$.00</u>
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 Engineer hereby agrees to act as agent for the City. The invoice for Engineer'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 Engineer 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 Engineer 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 Engineer and all sub-Engineers 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 Engineer agrees to comply with all applicable Local, State and Federal rules and regulations. The Engineer agrees to maintain a drug-free workplace policy and will provide a copy of the policy to the City upon request. Every public Engineer and his, her or its sub-Engineers 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 COMPANY]

By _____ Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA

By _____ Date _____
Mayor

Attest: _____
City Clerk

The contract is in due form according to law and hereby approved.

Attorney for the City

Date _____

MINIMUM INSURANCE REQUIREMENTS
CITY OF GRAND ISLAND, NEBRASKA

The successful bidder shall obtain insurance from companies authorized to do business in Nebraska of such types and in such amounts as may be necessary to protect the Bidder and the interests of the City against hazards or risks of loss as hereinafter specified. This insurance shall cover all aspects of the Bidder's operations and completed operations. Failure to maintain adequate coverage shall not relieve Bidder of any contractual responsibility or obligation. Minimum insurance coverage shall be the amounts stated herein or the amounts required by applicable law, whichever are greater.

1. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

This insurance shall protect the Bidder against all claims under applicable State workers compensation laws. This insurance shall provide coverage in every state in which work for this project might be conducted. The liability limits shall not be less than the following:

Workers Compensation	Statutory Limits
Employers Liability	\$100,000 each accident
	\$100,000 each employee
	\$500,000 policy limit

2. BUSINESS AUTOMOBILE LIABILITY

This insurance shall be written in comprehensive form and shall protect the Bidder, Bidder's employees, or subcontractors from claims due to the ownership, maintenance, or use of a motor vehicle. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$ 500,000 Combined Single Limit
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3. COMPREHENSIVE GENERAL LIABILITY

The comprehensive general liability coverage shall contain no exclusion relative to explosion, collapse, or underground property. The liability limits shall not be less than the following:

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

4. UMBRELLA LIABILITY INSURANCE

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

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

5. ADDITIONAL REQUIREMENTS

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

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

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

6. CERTIFICATE OF INSURANCE

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

R E S O L U T I O N 2020-88

WHEREAS, the City of Grand Island requested proposal for Engineering Services for the Affordable Clean Energy (ACE) Rule, according to plans and specifications on file with the Utilities Department; and

WHEREAS, Proposals were received on March 31, 2020; opened and reviewed; and

WHEREAS, RMB of Raleigh, North Carolina, submitted a proposal in accordance with the terms of the advertisement for proposals and plans and specifications and all other statutory requirements contained therein, such proposal not to exceed \$65,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal from RMB of Raleigh, North Carolina, in an amount not to exceed \$65,000.00, for Engineering Services for the Affordable Clean Energy Rule, is hereby approved as the lowest responsible proposal.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 14, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 10, 2020	☐ City Attorney