



## REQUEST FOR PROPOSALS FOR SOLAR PROJECT DEVELOPMENT

**Issued by:** North Scott Community School District

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**RFP Issued:** February 14, 2019

**Responses Due:** March 14, 2019

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# 1. OVERVIEW

## 1.1 Introduction

The purpose of this Request for Proposals (RFP) is to find a highly qualified and cost-effective solar power contractor to design, construct, and initially operate a 100KW solar photovoltaic (PV) ground system at John Glenn Elementary.

Interested solar contractors (“Respondents”) are requested to provide a full proposal for the development of a solar power system on a site provided by the North Scott School District at the John Glenn Elementary School located in Donahue, Iowa. Proposals received from this RFP will assist the school district in making decisions to pursue clean energy solutions and engage in contract discussions with Respondents.

The school district is interested in rapid, cost-effective deployment of a 100 KW solar PV system on its site, as part of a strategy to reduce greenhouse gas (GHG) impacts while realizing material electricity cost savings. North Scott School District requires a solar PV ground system capable of supplying 125 KW and interconnecting to the Alliant Energy infrastructure that currently provides electrical service to the school, immediately behind the meter. A selected contractor will provide excellence and timeliness in solar PV system design, construction, and initial operation; understanding of the unique requirements in the educational sector; attractive pricing; and the demonstrated financial and managerial capabilities to design, construct, and operate the solar PV system. Upon selection of a contractor, the school district may release a public statement regarding the selection.

This RFP is not a contract offer and should not be construed as intent, commitment, or promise to acquire products or services presented by any Respondent.

## 1.2 About John Glenn Elementary

John Glenn Elementary is located at 308 N Main St, Donahue, Iowa 52746

## 1.3 RFP Timeline

Below is a list of major milestone dates for this RFP process. The school maintains the right to adjust the schedule at its discretion.

Event	Target Dates
RFP Issued	Feb 14, 2019
RFP Questions Due No Later Than	March 7, 2019
RFP Responses Due	March 14 , 2019

Event	Target Dates
Response Evaluation Period Ends	March 22 , 2019
Selected Respondent Meetings to solicit more information, if needed.	March 14, 2019 to March 22, 2019
Board Approval	March 25, 2019

## 2. SCOPE

### 2.1 Solar PV Project

The North Scott District is seeking a strong and experienced contractor to design, construct a 100 kw solar PV project to be located on up to 3/4 acres at the western edge of the John Glenn property. The focus for project development is designing, engineering, permitting, installing an on-site solar PV system to reduce the North Scott operating costs while increasing the use of renewable energy. The system and contractor must meet the following minimum criteria:

- Conform to the National Electric Code
- Solar module —JA Solar, or Mission, 360 watts or higher
- 25 year performance warranty on panels
- Conform to UL1741 Inverter Code
- Inverter sized to 80% of total DC load; micro-inverters and/or optimizers will not be accepted
- Acceptable inverter manufactures—Fronius or Solectria
- Racking to be “pile driven” steel posts
- Racking material to be aluminum (Respondents may, also, submit an alternative proposal using galvanized steel, for comparison purposes.)
- Panel angle - 30 degrees
- Have a minimum 110 mph wind rating
- Provide initial 5 years of Operation and Maintenance option, with contract renewal options at 5 year intervals
- Service provider to be within 100 miles of the site
- Fence entire system to protect against unauthorized entry.
- Ground cover under system to be pollinator mix foliage
- Acres not to exceed 3/4 acres or as minimal as possible

Project is to begin no later than thirty days after contract execution, with final completion no later than August 1st, 2019. Respondents are expected to provide proposals that describe their management approach to complete the project within the desired timeline and their estimated timeline for construction.

### 2.2 Required Site

Attachment B is an aerial of the site on which the solar project is to be located (the “Site”). Each proposal should address the total square footage required for the proposed system; how the proposed system will be suited to and situated on the Site.

### **2.3 Additional Project Requirements**

Respondents are expected to include proof of all required business and contractor certifications and comply with the equipment, construction, and insurance requirements included in Attachments C and D to this RFP. All paperwork for project permitting, construction, and interconnection must be managed by the Respondent in compliance with all applicable laws, regulations, ordinances, and industry best practices.

## **3. RESPONDING TO THIS RFP**

Interested Respondents are encouraged to respond to this RFP with the requested information and documentation by the stated deadline. Prior to providing their RFP response, Respondents can submit questions to the North Scott School District up to the deadline set forth in Section 1.3 above. After collecting responses to this RFP, the school district evaluation team will review the responses as described below.

### **3.1 Prior to Submission**

Respondents may obtain additional information as follows:

- RFP Questions.** Questions about this RFP shall be submitted to the e-mail address on the cover of this RFP with a subject line that reads: "North Scott Schools Solar RFP Questions." All questions must be received by the date specified in Section 1.3, to guarantee a response. Questions will be promptly answered via email. All questions received and all answers will be provided to all respondents via an RFP release email sent to all respondents simultaneously.
- Site Visits.** Given the location of the site, an in- person site walk may be requested. Such requests should be submitted via email, in the same manner as questions.

### **3.2 Proposal Submittal Date, Format, and Method**

Full responses to this RFP must be received no later than the date specified in Section 1.3.

All responses must be submitted electronically in PDF format as an attachment to an email and sent to the email address shown on the cover sheet to this RFP. The subject line of the email should be: "North Scott Schools Solar RFP Response." It is required that attachments with file sizes exceeding 10 MB be compressed (i.e., zipped) and/or divided into multiple PDFs and emails with individual files labeled Volume I, Volume II, etc. to ensure message delivery. A confirmation of receipt will be provided within one (1) business day. If this receipt is NOT received, please send a separate email to request confirmation or address issues with file delivery.

All official notifications and communications will be made via email.

All costs associated with responding to this RFP will be borne by the Respondent.

### **3.3 Evaluation of Responses**

Review of responses submitted to this RFP will be managed by the schools evaluation team. Respondents will be notified by email, if its response is of interest to the school or if evaluation decisions have not yet been reached.

Responses will be reviewed based on a variety of factors, including:

- **Organizational Capabilities.** The school district is interested in Respondents that have strong organizational capabilities and an experienced team to provide innovative solutions and services over the long term.
- **Experience with Educational Institutions.** The school district is interested in Respondents that have demonstrated experience working with educational or similar institutions.
- **Solar Project Development Approach.** The school district is looking for a strategic approach to developing the solar project, with hands-on experience driving results quickly within a phased work plan. The overall quality, reasonableness, and efficiency of development plans for the site is important to the school district.
- **Realized Energy Cost Savings.** Proposed technologies that are the most cost-effective (not necessarily the lowest capital cost) with the greatest potential to reduce long-term operating costs will be given highest priority.
- **Technical Viability and Quality.** The school district is focused on a solar system and components that have a demonstrated track record of performance with robust warranties (minimum 10- year warranty on materials and workmanship); meet the needs and requirements of its facilities; and provide reliable, safe, and high quality construction methods.
- **Additional Educational Benefits.** The school district will consider student and teaching benefits, including workforce development programs, as an optional enhancement to the response.

At the discretion of the evaluation team, respondents responding to this RFP may be invited to provide additional information and/or make a presentation to the evaluation committee.

### 3.4 RFP Terms and Conditions

This RFP is not a contract offer and should not be construed as intent, commitment, or promise to acquire products or services presented by any Respondent.

Information received from responses to this RFP will be used in the evaluation of potential solar energy project developers. The school district reserves the right to discontinue or modify the RFP process at any time and makes no commitments, implied or otherwise, that this process will result in a business transaction or negotiation with one or more Respondents.

The school district will not pay for any information herein requested, nor be liable for any costs incurred by Respondent.

Based on Respondent submissions, meetings may be scheduled between Respondent and the school district in person and/or remotely to expedite the review, evaluation, and potential contract discussions.

Exclusive or concurrent negotiations may be conducted with responsible Respondent(s) for the purpose of altering or otherwise changing the conditions, terms, and price of the proposed development agreement.

## 4. Information to Submit in the Proposal

Respondents interested in responding to this RFP should provide proposals with straightforward information. The proposal should describe products and/or services being offered by Respondent to meet the goals and areas of interest stated in this RFP. Each Respondent must clearly demonstrate how its products and/or services meet relevant industry standards and requirements by providing detailed product specification materials and installation methods that comply with federal, state, local, and utility regulations as well as industry best practices.

All Respondent information will only be shared with the school district evaluation committee and NOT shared publicly or with other Respondents.

The proposal must have a complete package of information, strictly organized in the format and the order of information described below. Proposals with a different organization may be rejected.

The following information must be submitted in the proposal in the order shown.

### COVER PAGE AND TABLE OF CONTENTS

Each proposal must include a cover page that includes “North Scott Schools Solar RFP Proposal”, and the Respondent’s business name, primary address, contact person, contact information; and a table of contents using the section numbers shown below.

### SECTION I: Company Background and Qualifications

Respondent should provide a summary of no more than ten (10) pages of background information about its company in this section. RFP responses should include:

- Description of Respondent’s capabilities in design, construction, and operation of ground located solar systems.
  - Organizational structure and experience in providing solar projects in general, and projects connected to Alliant, in particular.
  - Brief bios of the key team members who would work on the project. Identify, specifically, the Respondent’s project manager.
  - Three (3) examples of similar projects with references and contact information.
  - Description of experience with educational institutions or similar projects.
  - List and brief description of planned sub-contractors and/or partners, along with description of how Respondent has worked with the sub-contractors and partners in the past.
  - Brief description of any bankruptcies or legal proceedings against the Respondent or its planned sub-contractors or partners.
  - Description of any additional student and/or educational benefits that may be incorporated with the deployment of the solar project including, but not limited to workforce development.

## **SECTION II: Solar PV Project Development Approach**

Respondent must describe its overall strategy and approach to deployment of solar systems.

Respondent should include any prior or current experience developing projects in the educational sector, along with results achieved.

Respondent should describe the ongoing support, management, and resources that will be provided to the school district throughout the contract period, including any unique value-add services that it wishes to highlight. The proposal should describe the manner in which any rebates will be handled and how they will inure to the benefit of the school district.

This section should be no more than five (5) pages.

## **SECTION III: Proposed Solar PV System Description**

Respondent must include the following information in its response:

- A detailed technical description of each proposed solar PV system including basic location diagrams, system designs, and all components.
- Supporting information that includes technical specifications for major equipment components including PV panels and inverters, warranties (10-year minimum on materials and workmanship), and production guarantees.
- System electricity output schedule on a monthly basis for the first year of system operation and supporting information directly from a recognized software modeling tool (e.g., Helioscope, PV watts or PVSyst outputs).

Projected annual system performance degradation over the life of the system.

Sample construction and commissioning schedule assuming a contract is signed April 1st, 2019.

- Major inclusions and exclusions in bid.

## **SECTION IV: Solar PV Cost Proposal**

Cost proposals should be made based on estimates using the requirements defined in this RFP and must be consistent with the responses in Section III above and the requirements in the Attachments.

Respondent's pricing must be for a direct capital purchase by the North Scott School District and shall be all-inclusive for system installation and separately include annual costs for operations & maintenance and monitoring. All assumptions and forecasts must be documented and explained covering an estimated 25-year transaction.

Respondent may indicate the duration over which the proposed costs will be held constant, but that period should not be less than sixty (60) days.

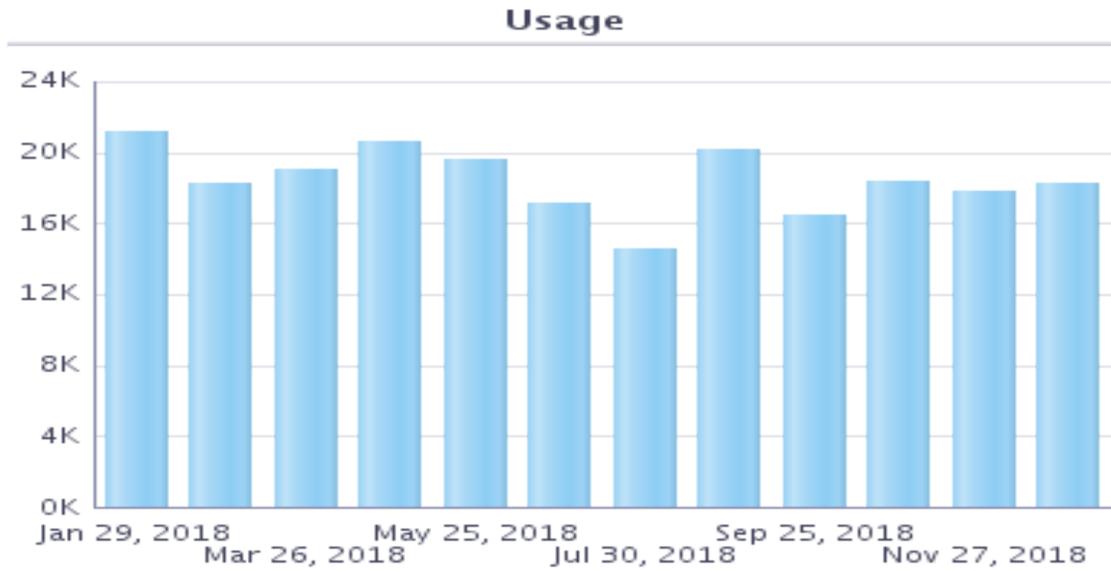
Respondent must also include forecasted savings calculations over a 25-year contract term with documented assumptions, calculations, and forecast methods.

## **SECTION V: Sample Project Contracts**

Blank sample purchase contract, site license/easement/real estate access, and/or other contract documents Respondent proposes to use in connection with the project, including all related schedules and addenda, must be included in this section for review and evaluation. The blank sample purchase contract must be included with warranty information and proposed operations and maintenance agreement.

## Attachment A: Twelve Month Billing and Demand History

### John Glenn Elementary electrical usage



<b>Jan -</b>	<b>21,120 KWh</b>
<b>Feb -</b>	<b>18,240 KWh</b>
<b>March -</b>	<b>19,040 KWh</b>
<b>April -</b>	<b>20,560 KWh</b>
<b>May -</b>	<b>19,520 KWh</b>
<b>June -</b>	<b>17,040 KWh</b>
<b>July -</b>	<b>14,480 KWh</b>
<b>Aug -</b>	<b>20,080 KWh</b>
<b>Sept -</b>	<b>16,480 KWh</b>
<b>Oct -</b>	<b>18,320 KWh</b>
<b>Nov -</b>	<b>17,760 KWh</b>
<b>Dec -</b>	<b>18,240 KWh</b>

## Attachment B: Site Aerial



April 5, 2018

1:3,917  
 0.0325 0.065 0.13 mi  
 0.05 0.1 0.2 km

Area in red is the proposed area for the panels.

## Attachment C:

### Solar PV System Minimum Equipment and Construction Requirements

#### ☐ General

- ☐ All power generation and transmission equipment must be UL listed for its designed use.
- ☐ Construction must comply with current adopted Building Codes, including:
  - ☐ 2015 International Building Code (or most recently adopted)
  - ☐ 2014 National Electric Code (NEC) (or most recently adopted)
- ☐ All other relevant state and national codes
- ☐ There must be a minimum 10-year warranty for all materials and workmanship; and a minimum of 25 year, on the proposed panels.
- ☐ Contractor is responsible for conducting all required building, utility, and rebate inspections, and must complete all construction and documentation in a manner necessary to pass such inspections, and the work must be conducted in accordance with industry standard best practices.
- ☐ Contractor must possess all current licenses required to perform the work being proposed.

#### Solar PV Modules

- ☐ System modules shall be UL1703 listed and CEC-listed.
- ☐ System modules must have a 10-year warranty on a minimum of 90% nameplate energy production and 25-year warranty on minimum of 80% nameplate energy production.

All warranties must be documented in advance and be fully transferable to the school district.

#### Inverters

- ☐ Inverters shall be UL1741 listed and must be CEC-listed with an efficiency of 95% or higher.
- ☐ Inverters must carry a minimum 10-year warranty.
- ☐ All warranties must be documented, in advance and be fully transferable to the school district.

#### Balance of System Equipment

- ☐ Each proposed PV system shall include, at a minimum, one fused DC and one fused AC disconnect for safety and maintenance concerns.
- ☐ String combiner boxes must include properly-sized fusing, and all metal equipment and components must be bonded and grounded as required by NEC.

All system wiring and conduit must comply with applicable local code and NEC stipulations.

- Galvanized conduit will be acceptable.
- Wall penetrations must be sealed in compliance with NEC and National Fire Protection Association (NFPA) regulations.
- All wiring materials and methods must adhere to industry-standard best practices.
- Material requirements:
  - Fasteners and hardware throughout system shall be stainless steel or material of equivalent corrosion resistance.
  - Racking components shall be anodized aluminum. Respondents may, also, submit an alternative proposal using galvanized steel racking, for comparison purposes.
  - Unprotected steel not to be used in any components.

### **Interconnection**

- System interconnection must comply with NEC and Utility regulations and must be approved by Alliant before any PV system construction is begun.
- Interconnection points will be at facility main switchgear locations.

Emergency back-up generation exists on-site and must be factored into proposed PV system electrical plans.
- All placards required by Alliant or any regulatory authority must be provided and installed according to NEC guidelines.

### **Monitoring and Reporting Systems**

- System monitoring and reporting must comply with solar program requirements and must be provided at no additional cost for a minimum of fifteen (15) years.
- Proposals must include Internet hosting of monitoring with online access for school district personnel.
- Contractor must work with the school district to determine best location and technique for monitoring communications interconnection.
- Contractor will be responsible for providing all required monitoring communications and power wiring and conduit, with school district approval for all locations.

### **System Design and Permitting**

- Respondent shall create a construction plan set which includes at a minimum:
  - Site overview
  - Detailed array layout with stringing configuration

- Mounting and racking details
  - Details of electrical transmission showing conduit routing and location of electrical enclosures, conduit support details, and enclosure mounting details
  - Electrical single-line diagram
  - Electrical three-line diagram
  - Monitoring plan
  - Construction project plan with timeline
- All proposed system designs and construction techniques must be approved by the City of Donahue's Zoning Administrator or other designated authority having jurisdiction.
  - Any building permit required must be obtained through normal permitting processes by Respondent.
  - Respondent shall obtain electrical PE stamp verifying the integrity and code compliance of proposed PV system and interconnection with school district and Alliant facilities.
  - Ground-penetrating array layouts shall adhere to all soil and geographical requirements and concerns in terms of ground penetration and trenching.
  - Final array layouts shall be designed to avoid shading from 9am to 3pm annually. If this shading requirement cannot be strictly met, respondent shall specify the predicted solar availability and performance losses.
  - Wire loss in DC circuits to be < 1.5%.
  - Wire loss in AC circuits to be < 1.5%.

## **Construction**

- Contractor shall prepare, maintain, and abide by Site Safety Plan to include, at a minimum, all applicable Occupational Safety and Health Administration (OSHA) workplace safety and Personal Protective Equipment (PPE) requirements.
- Construction work shall be designed to minimize impact to school district's operations. Contractor shall develop a construction plan for site access, staging, and equipment storage and obtain approval from the school district prior to beginning construction.
- All asphalt, concrete, landscaping, and other areas that are disturbed during construction shall be remediated and returned to original condition, or equivalent condition as approved by the school district.
- After completion of work, the Site (and any access ways) shall be left clean and free of any dirt or debris that may have accumulated during construction. All construction equipment, spoils, and other construction byproducts shall be removed from the Site to a location approved by school district.

- All electrical enclosures and equipment shall be installed to be readily accessible to qualified personnel only.
- Fencing to be a minimum of six foot tall, chain link fence, with any gate access to match.
- All visible conduits and electrical equipment shall be painted or aesthetically dressed per School district specifications.
- Location of existing underground utilities must be marked by JULIE prior to any underground work.

### **Documentation and Process Control**

In addition to construction requirements listed above, Contractor will be required to:

- Assume and work with Alliant to have approved the school districts pending application for Qualifying Facility status and receive interconnection approval from Alliant for the proposed PV system.
- Obtain, aggregate, and maximize Solar Renewable Energy Credits and any other available solar rebates and/or credits, to the benefit of the school district.
- Provide Operations & Maintenance training to the school district staff and prepare press releases and a ribbon-cutting ceremony at school district request.
- Provide pricing for an optional 5 year system maintenance plan (at the school district sole discretion, priced separately), with contract renewal options at 5-year intervals.
- During Operation and Maintenance term, provide annual reports of system performance and consistent oversight of system monitoring.
  - O&M Contractor shall be required to respond to system downtime within 24 hours of first occurrence of incidence. If corrective action is not immediately feasible, Contractor shall notify school district of action plan and timeline for execution.
- Provide As-Built drawings of PV system, which must include finalized module layout and stringing chart.
- Contractor shall be required to respond to warranty related issues not affecting production within 72 hours of notification.

## **Attachment D:**

### **Contractor Insurance Requirements**

#### **INSURANCE AND BONDS**

##### **Contractor's Liability Insurance**

The Contractor shall purchase from an insurer that has a current A.M. Best Rating of A-VI or better and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the work to be performed;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
4. Claims for damages insured by usual personal injury liability coverage;
5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6. Claims for damages because of bodily injury, death of a person or property damage arising out of Ownership, maintenance or use of a motor vehicle;
7. Claims for bodily injury or property damage arising out of completed operations; and
8. Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

The Contractor shall have the following insurance coverage. The Contractor shall supply the Owner with Certificate(s) of Insurance, in triplicate, which shows that the minimum coverages are provided. All coverage shall be on an occurrence basis.

A. Comprehensive Commercial General Liability Combined Single Limits covering Bodily Injury, Property Damage and Personal Injury:

The General Liability policy shall have the Designated Construction Project General Aggregate Limit endorsement attached -ISO form CG 2503 or its equivalent.

General Aggregate Limit - \$2,000,000

Products-Completed Operations Aggregate Limit - \$2,000,000

Personal and Advertising Injury Limit - \$1,000,000  
Each Occurrence Limit - \$1,000,000  
Fire Damage Limit (for any one fire) - \$50,000  
Medical Damage Limit (any one person) - \$5,000

B. Contractor shall furnish Excess/Umbrella Liability coverage, in an amount not less than \$2,000,000. This policy shall provide equal coverage to that stipulated in (A) above, and (C) and (D) below, and shall have complete concurrency with underlying coverages.

C. Workers' Compensation and Employers Liability Insurance:

Bodily Injury by Accident: \$500,000 per accident  
Bodily Injury by Disease: \$500,000 each employee  
Bodily Injury by Disease: \$500,000 policy limit

Workers' Compensation shall meet State of Iowa statutory limits. The Contractor's workers compensation policy must include form WC000313, Waiver of Our Right to Recover from Others.

D. Commercial Automobile Liability insurance, covering all owned, non-owned, hired and leased vehicles with a minimum combined single limit for Bodily Injury and Property Damage of \$1,000,000. Insurance must include Contractual Liability.

E. The Owner's property insurance shall only cover portions of the Work installed on the site. All portions of the Work off-site shall be covered by the Contractor's insurance policies. The Contractor shall furnish an installation Floater" as a part of their insurance coverage, which shall cover materials destined for the jobsite, on the jobsite and materials not yet installed as part of the Project. The Owner shall not make payment on any portions of the Work and/or materials not on the site, except under written stipulations and conditions as set forth by the Owner's legal counsel and insurance carrier and/or representative.

F. The Certificates of Insurance shall be issued on AIA Document G705, Accord Forni 25-S current form, or a form that provides, in a similar manner, the same information. The Contractor shall be responsible for not allowing any Subcontractor, person, firm or hourly rate subcontract basis to commence work until they have received Certificates of Insurance that show the Subcontractor, person, firm or hourly subcontract basis has coverage equal to the requirements that the General Contractor must meet. If there is not sufficient coverage provided by the Subcontractor, person or firm, the General Contractor shall provide additional coverage that brings the level of protection from that carried by the Subcontractor, person or firm up to that specified as a requirement of this Agreement.

G. The Contractor and their insurance carrier must fully disclose, in writing, along with the submission of their Certificates of Insurance, any and all judgments which have been, are in the process of pending claims filed, or knowledge of any or all potential claims which may, will

be or already have reduced available limits of coverage to be afforded and extended to the Owner. The Contractor will be responsible for purchasing additional coverage in order to provide the Owner with the insurance coverages as required.

H. All policies must include a waiver of subrogation clause.

The insurance required shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an Occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be submitted to the Construction Manager for transmittal to the Owner with a copy to the Architect prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required and thereafter upon renewal or replacement of such coverage until the expiration of the time required. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Construction Manager, the Construction Manager's consultants, the Owner, the Architect, and the Architect's consultants as additional insureds on a primary and noncontributory basis for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations per form CG2010 07 04 or its equivalent; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations per form CG 2037 07 (0)4 or its equivalent. The Owner, Construction Manager and the Architect shall be named as Additional Insured on all liability coverages with respect to liability caused in whole or in part by the Contractor, and shall be shown as such on the Certificate,

Said Certificate must be provided to the Owner before commencement of any aspect of the Work. All liability policies except Worker's Comp shall be endorsed as follows: The insurance company and the insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defense of governmental immunity available to the insured under Iowa Code section 670.4 as it now exists or may be amended from time to time. The company and the insured further agree that this policy of insurance shall cover only its claims not subject to the defense of governmental immunity under Iowa

Code section 670.4 as it now exists or may be amended from time to time" The certificate of insurance relating to all liability coverages shall state. The insurance company and the insured expressly agree and state that granting additional insured status on this policy of insurance does not waive any of the defense of governmental immunity available to the school district under Iowa Code chapter 670 as it now exists or may be amended from time to time"