



INVITATION TO BID (ITB) T-01721
TOLLING EQUIPMENT POWER GENERATOR REPLACEMENT

ITB Issue Date: 9/08/2021

ITB Response Due Date: 10 /21/2021

RESPONSIBLE DEPARTMENT

Rafael Hernandez
Director of Toll Operations

PROCUREMENT DEPARTMENT

Man Le, PMP
Procurement Manager
1104 East Twiggs Street, Suite 300
Tampa, Florida 33602
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Construction Drawing and Specification Attachments:

- Appendix A Final Plans ITS 1-07-10 Toll Sites Power Load
- Appendix B Selmon Expressway As-Built 5-15-18

Exhibits

- A ~ Public Entity Crime
- B ~ Drug-Free Work Place
- C ~ Bid Proposal Form
- D ~ Anticipated SBE
- E ~ Conflict of Interest
- F ~ Insurance Requirements

I. INTRODUCTION

The Tampa-Hillsborough County Expressway Authority (THEA) is soliciting sealed bids from qualified contractors to provide the removal, disposal, and replacement of power generators, which are currently servicing toll revenue producing systems at the following locations. The replacement Generac power generators shall utilize the same fuel type and meet or exceed the power generator capacity and capabilities of the existing generators:

Toll Site Name	Existing Fixed Power Generator Brand	Existing Fixed Power Generator Model	Existing Fixed Power Generator Capacity (KW)	Existing Fixed Power Generator Fuel Type	Physical Address	Longitudinal location
East Mainline	Generac	11872790200	35	Liquefied petroleum gas (LPG)	1127-1133 Selmon Expy 33619	27.95043, -82.38155
West Mainline / Plant Avenue	Generac	11872730200	45	Liquefied petroleum gas (LPG)	238 Plant Ave. 33606	27.94285, -82.46239
22nd Street	Generac	11871380300	35	Liquefied petroleum gas (LPG)	21st/22nd/US41 & Selmon Expy 33605	27.95472, -82.43625
50th Street	Generac	11871380100	35	Liquefied petroleum gas (LPG)	50th/US41 & Selmon Expressway 33605	27.95041, -82.40449

II. SCOPE OF WORK

1. The selected contractor (the “Contractor”) shall utilize the existing concrete pads and anchoring connections at the provided locations and integrate the new power generators to existing power transfer switches and fuel connections. For details on the existing concrete pad and electrical connections, please refer to **Appendix A**.
2. The power generator at the East Mainline location is connected to a solar power system. For information on the connection to the solar power system, please refer to **Appendix B**.
3. The new Generac power generators shall include Generac’s Power Connectivity Servers and be capable of connecting to the Authority’s secured network for remote monitoring and control access.
4. The Contractor shall coordinate the project’s work schedule with the Authority’s assigned representative to plan and execute all tasks related to this scope of work.
5. The Contractor will not be allowed to work at the provided locations during the Authority’s peak traffic hours. Peak traffic hours are defined as Monday through Friday from 6 am to 9 am and from 4 pm to 7 pm.
6. The Contractor shall provide to the Authority design and installation technical drawings, for the Authority to review and approve, prior to the installation of the new power generators.

7. The Contractor shall coordinate and work with other Authority vendors responsible for the operations and maintenance of the existing power generators.
8. To prevent toll-revenue losses, the Authority will provide and connect a portable power generator to allow the Contractor to work on the installation of the new power generators while the existing electrical and fuel connections are offline.
9. The Authority will provide a support team to integrate the new power generators to the existing revenue production systems.
10. As a minimum, the Contractor shall provide a 2-year warranty on the new power generators and a 90-days warranty on the installation of the new power generators. The 90-day warranty for the installation shall serve as the break-in period for the installation of the new generators.
11. All power generator replacement activities are to be performed in accordance with the January 2021 edition of the Florida Department of Transportation (FDOT), Standard Specifications for Road and Bridge Construction and Standard Plans. In addition, the Contractor shall perform electrical and plumbing work in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.
12. All equipment, debris, and associated unsuitable materials, as a result of the removal and replacement of the existing aged power generators are the property of the Contractor for appropriate disposal offsite.
13. The Contractor shall include in the proposal information on any required Maintenance of Traffic (MOT) for the completion of the scope of work. If needed, MOT deployments will be provided by the Authority.
14. The Contractor shall provide to the Authority a maintenance contract including scope of work and rates to maintain the new power generators after the 90-day break-in period and to respond to repair maintenance during regular or emergency service calls. The maintenance contract shall provide detailed information on hours of operations and response times for regular or emergency service calls.

[END OF SCOPE OF WORK]

III. INSTRUCTIONS TO BIDDERS

1. THEA must receive all submittals at the locations stated below, not later than 2:00 PM Eastern Standard Time on **10/21/2021**. Any submittal received after the stated time and date shall not be considered. It shall be the sole responsibility of the firm to have its package delivered to THEA by U.S. Mail, hand delivery, or any other method available to them; however, facsimile or telegraphic submittals will not be accepted. Delay in delivery shall not be the responsibility of THEA. Submittals received after the deadline shall not be considered, and may be returned only at the firm's expense.
2. There will not be a Pre-Bid Meeting for this ITB.
3. Each firm shall examine all documents and shall determine all matters relating to the interpretation of such documents.
4. The following forms are required by THEA to be submitted as part of the Bid Proposal Package:
 - A ~ Public Entity Crime
 - B ~ Drug-Free Work Place
 - C ~ Bid Proposal Forms
 - D ~ Anticipated SBE
 - E ~ Conflict of Interest
 - F ~ Insurance Requirements
5. One (1) original sealed Bid Proposal form and required forms above must be delivered to THEA's Procurement Department in one package, clearly marked on the outside, **"Invitation to Bid T-01721 for the Tampa Hillsborough County Expressway Authority"** with date sent or delivered to:

Man Le ~ Procurement Manager
1104 East Twiggs Street, Suite 300
Tampa, FL 33602
6. THEA shall not be liable for any expenses incurred in the preparation of the bid proposals.
7. THEA reserves the right to accept or reject any or all bid proposals, to waive irregularities and technicalities, and to request resubmission or to re-advertise for all or any part of the work. THEA shall be the sole judge of the submittals and the resulting negotiated agreement that is in THEA's best interest, and THEA's decision shall be final.
8. The successful firm shall be required to execute an agreement, in form and content acceptable to THEA, indemnifying and holding harmless THEA, its officials, officers, employees, and agents from all claims.
9. **Firms, their agents, or associates shall refrain from contacting or soliciting any THEA staff or members of the Board directly or indirectly regarding this ITB during the selection process. Failure to comply with this provision may result in the disqualification of the firm. All requests for clarification or additional information should be made in writing via email to: Man.Le@tampa-xway.com**

IV. QUALIFICATIONS:

1. The firm must include with its proposal package all completed required forms as indicated in Section III Instructions to Bidders. Failure to submit all completed forms may be cause for rejection at the sole option of THEA.
2. Personnel proposed for the project shall be available to perform the work as described. All personnel shall be considered to be, at all times, the employees, or agents of the bidder and not employees or agents of THEA. Procedures shall be in place for prompt temporary replacement of absent employees and timely permanent replacement of staff vacancies.
3. The firm shall designate from its staff a fulltime, qualified Project Manager having at least 5 years of experience in performing and/or administering similar types of work as this project. The Project Manager shall be the single point of contact as liaison with THEA during the procurement process and during performance of the project. The Project Manager shall be the responsible person in charge of coordinating day to day work activities, schedules, payment applications, directing the firm's work forces, reports, day to day administrative matters and other related items necessary to fulfill the requirements of the contract.
4. The firm shall be prequalified with FDOT for the following construction work classes:
 - a. Electrical Work

V. SELECTION PROCESS

The selection process for this ITB will consist of the following.

EVALUATION CRITERIA:

Proposals will be evaluated on whether the firm is responsible and responsive to this solicitation, with the objective to evaluate those bids and responses and to award a contract for the work to the **lowest total bid price**.

THEA will determine the responsive and responsible firm, in its sole and absolute discretion, considering all relevant facts and information.

FINAL SELECTION:

The firm with the **lowest total bid price** will be presented to THEA's Board of Directors for consideration and approval with a recommendation that the firm be selected per the Schedule of Events below.

VI. SCHEDULE OF EVENTS

EVENT	DATE/TIME
Release of ITB	9/08/2021
Deadline for Questions/Request for Clarification	9/17/2021
Deadline for THEA to respond to firm's questions	9/21/2021
Bid Proposal Package Due Date/Time (Deadline) <i>Location:</i> Transportation Management Center (TMC) 1104 East Twiggs Street, Suite 300 Tampa, FL 33602 Public Opening of Proposals	10/21/2021 by 2 p.m. EST
Post Notice of Intended Ranking to THEA's website and Demandstar.	10/22/2021
Board Approval of Final Ranking & Award of Contract @ TMC, Board Room	11/15/2021
Posting of Award of Contract to THEA's website and Demandstar.	11/16/2021

VII. TERMS AND CONDITIONS

THEA reserves the right to reject all proposals, any proposal not conforming to this Invitation to Bid, and to waive any irregularity or informality with respect to any proposal. THEA further, reserves the right to request clarification of information submitted and to request additional information from one or more firms.

THEA requires that the firm selected will not discriminate under the contract against any person in accordance with federal, state, and local governments' regulations. THEA requires the firm selected make an affirmative statement to the effect that their retention shall not result in conflict of interests with respect to THEA.

THEA requires that the firm make an affirmative statement to the effect that they have not contacted, or attempted to contact, any member of the Board, or THEA staff, except as expressly permitted in the ITB.

EXHIBIT A

**SWORN STATEMENT UNDER SECTION 287.133 (3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

1. This sworn statement is submitted by _____ as
_____ of
_____ whose business address is
_____ and (if applicable) its
Federal Employer Identification Number (FEIN) is _____.
2. I understand that a “public entity crime” as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - A. A predecessor or successor of a person convicted of a public entity crime; or
 - B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of _____, the entity, nor any affiliate of the entity have been convicted of a public entity crime subsequent to July 1, 1989.

By

Date

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ who is personally known to me or who produced a _____ as identification and who did take an oath.

Notary Public

My commission expires:

EXHIBIT B

DRUG-FREE WORKPLACE FORM

The undersigned firm, in accordance with Florida Status 287.087 hereby certifies that _____ does:

Name of Business

1. Publish a statement of notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of a statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction of, or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies with the above requirements.

Firm's Signature

Date

EXHIBIT C

BID PROPOSAL FORM ~ ITB O-01721

(Print this page on bidder's letterhead)

Date: _____

TAMPA-HILLSBOROUGH EXPRESSWAY AUTHORITY (THEA)

Attention: Man Le

Procurement Manager

1104 East Twiggs Street, Suite 300

Tampa, FL 33602

Subject: TOLLING EQUIPMENT POWER GENERATOR REPLACEMENT ~ ITB O-01721

Dear THEA:

Having carefully examined the Instructions to Bidders, Supplementary Instructions to Bidders, General Provisions, Supplementary General Provisions, Special Provisions and Technical Specifications, Plans or Drawings (if issued), of the above subject project and contract, as well as the premises and the conditions affecting the work, the undersigned proposes to furnish all labor and materials called for by them and equipment necessary and to accomplish the entire work within the time period indicated in accordance with the said documents for the prices presented in the price schedules included in this Bid Proposal Form.

The undersigned acknowledges that they understand the following conditions that within the price schedules any unit prices other than lump sum (i.e. EA, Ton, LF, Day, Month, CY, SY) and extended amounts indicated with brackets around the insertion lines are considered to be deducts or credits to the overall project cost. Calculations of price schedule extensions and price totals shall appropriately account for individual deductive and additive pay items.

TOTAL LUMP SUM SIGNING PRICE: \$_____

WRITTEN AMOUNT:

_____ **DOLLARS AND** _____ **CENTS**

The undersigned firm agrees to keep this offer open for acceptance for One Hundred Twenty (120) days after date of opening the Price Proposals.

The signer of this Bid Proposal Form hereby declares that the only person, persons, company or parties interested in this Proposal as principals are named herein, that this Proposal is made without connection with any other person, persons, company or parties submitting a proposal; and that it is in all respects fair and in good faith, without collusion or fraud.

Name of Firm

Authorized Signature

Date

EXHIBIT D

ANTICIPATED SBE PARTICIPATION STATEMENT

Project: _____

Prime Bidder Name: _____

It is our intent to subcontract _____% of the project to SBE(s).

Listed below are the proposed SBE sub bidders _____ (to the extent known, please indicate whether the company holds, Minority, Women or Disadvantaged Business Enterprise Status.):

<u>SBE(s) Name</u>	<u>Type of Work/Specialty</u>	<u>Dollar Amount/Percentage</u>	<u>Minority Status</u>
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Submitted by: _____ Title: _____

E-mail Address: _____ Telephone number: _____

Date: _____

EXHIBIT E

CONFLICT OF INTEREST STATEMENT

Check one of the boxes below:

- To the best of our knowledge, the undersigned bidder has no potential conflict of interest due to any other clients, contracts, or property interest for this solicitation and project.

OR

- The undersigned bidder, by attachment to this form, submits information which **may** be a potential conflict of interest due to other clients, contracts or property interest for this solicitation and project.

BIDDER:

By: _____
Authorized Signature

Printed Name of Signer

Title of Signer

Date Signed

Exhibit F

INSURANCE REQUIREMENTS, COVERAGES and LIMITS for Tampa-Hillsborough County Expressway Authority

Consultants, Contractors and Vendors, hereinafter referred to collectively and individually as "Insured" conducting business with the Tampa-Hillsborough County Expressway, "THEA" are required to maintain adequate insurance coverage and provide insurance certification to THEA.

A. INSURANCE REQUIREMENTS:

- 1) All insurance shall be from responsible insurance companies eligible to do business in the State of Florida and having an AM Best rating of A- or better and a financial size category of VII or better. Utilization of non-rated companies or companies with AM Best ratings lower than A- or a financial size category lower than VII may be approved on a case by case basis. If the insurer does not meet these requirements, THEA retains the right to approve or disapprove the use of the insurer.
- 2) INSURED'S liability policies, other than the Workers' Compensation and Professional Liability, shall provide that THEA, its officials, officers and employees are additional named insureds as to the operations of the INSURED under this AGREEMENT.
- 3) INSURED'S liability policies, other than the Workers' Compensation and Professional Liability, shall provide the "Severability of Interest" provision (a/k/a "Separation of Insureds" provision).
- 4) The INSURED'S Certificate of Insurance(s) shall provide THEA as an additional certificate holder for all policies issued.
- 5) The INSURED'S Certificate of Insurance(s) shall state the description of the operations, i.e., "Name of Agreement" between THEA and "Name of Insured" and shall state the Contract Number assigned for the AGREEMENT between THEA and the INSURED.
- 6) The INSURED shall deliver to THEA, within ten (10) days from the receipt of a Notice of Award of this AGREEMENT, properly executed Certificate(s) of Insurance on insurance industry standard certificate of insurance form(s) (example: ACORD form) setting forth the insurance coverages and limits required herein. All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
- 7) Except as otherwise specified in the AGREEMENT, the insurance will commence on or prior to the effective date of the AGREEMENT and will be maintained in force throughout the duration of the AGREEMENT. Three years' completed operations coverage may be required to be maintained on specific commercial general liability policies and/or professional liability policies effective on the date of substantial completion or the termination of the AGREEMENT, whichever is earlier.
- 8) Aggregate Policy Limits on policies required of INSURED shall apply exclusively for this AGREEMENT.
- 9) INSURED authorizes THEA to verify its insurance information with its insurance agents, brokers, surety, and insurance carriers. At THEA'S request, INSURED shall provide copies of the policies at no cost to THEA, subject to redaction by the INSURED of any proprietary information.

- 10) All insurance coverages of the INSURED shall be primary to any insurance or self-insurance programs carried by THEA; and any THEA insurance or coverages shall not be contributory to INSURED'S insurance requirements in this AGREEMENT.
- 11) The insurance coverages and limits required of the INSURED under this AGREEMENT are designed to meet the minimum requirements of THEA. They are not designed as a recommended insurance program for the INSURED. The INSURED alone shall be responsible for the sufficiency of its own insurance program.
- 12) All policies of insurance required herein will be specifically endorsed to require the insurer provide THEA with thirty (30) days notice prior to any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverages required in this AGREEMENT, except for the application of the Aggregate Limits Provisions.

The endorsement will specify that such notice will be sent to:

Tampa-Hillsborough County Expressway, (THEA)
Contracts & Procurement Manager
1104 East Twiggs St, Suite 300
Tampa, FL 33602

- 13) THEA accepts no responsibility for determining whether the INSURED'S insurance is in full compliance with the insurance required by the AGREEMENT. Neither the approval by THEA nor the failure to disapprove the insurance furnished by the INSURED will relieve the INSURED of their full responsibility to provide the insurance required by this AGREEMENT.
- 14) If the INSURED fails to provide or maintain the insurance coverages required in this AGREEMENT, THEA may terminate or suspend this AGREEMENT, or, at the THEA'S sole discretion, may obtain such coverages and invoice the INSURED and include a 15% administrative cost. If not paid within 45 days, the amount will be deducted from INSURED'S invoice. The decision of THEA to purchase such insurance coverages shall in no way be construed as a waiver of its rights under this AGREEMENT.
- 15) INSURED shall fully comply with the insurance requirements of this AGREEMENT unless excused in writing by THEA. Any deductible applicable to any claim shall be the responsibility of the INSURED.
- 16) Any liability insurance aggregate limits are to be confirmed in writing by the respective insurance company that to their knowledge, as of the date of the AGREEMENT, there are no pending claims or legal actions against the INSURED, which if resolved in favor of the claimant would impair the insurance company's ability to cover the minimum insurance limits stated herein.
- 17) Current Insurance Service Office (ISO) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to THEA without restrictive endorsement.
- 18) The INSURED will not commence work, use or occupy THEA premises in connection with the AGREEMENT until the required insurance is in force, preliminary evidence of insurance acceptable to THEA has been provided to THEA and THEA has granted permission to the INSURED to commence work or use or occupy the premises in connection with the AGREEMENT.
- 19) Upon request, the INSURED shall promptly make available a certified, true and exact copy of the insurance policy and endorsements issued to the policy and any renewal thereof for THEA'S review and inspection. In the event of cancellation or non-renewal of

this insurance, the INSURED agrees to purchase the maximum "extended claims reporting period" permitted under the policy within the time allowed, unless replacement coverage is obtained with retroactive coverage applicable as of the date the INSURED services started under this AGREEMENT.

- 20) All insurance minimum coverage limits extend to any subcontractor and the Prime INSURED is responsible for all subcontractors.

B. INSURANCE COVERAGES and LIMITS:

For the term of this AGREEMENT the INSURED shall procure and maintain insurances of the types and limits specified herein.

- 1) **Workers' Compensation and Employers' Liability Insurance** - The minimum limits of Worker's Compensation/Employer's Liability Insurance (inclusive of any amount provided by an umbrella or excess policy) are:

Workers' Compensation	Florida Statutory Requirements
Employers' Liability	
Each Accident	\$500,000
Disease – Policy Limit	\$500,000
Disease - Each Employee	\$500,000

- 2) **Commercial General Liability Insurance** - The minimum limits of Commercial General Liability Insurance (inclusive of any amount provided by an umbrella or excess policy) are:

General Aggregate	\$1,000,000
Per Person	\$1,000,000
Each Occurrence	\$2,000,000
Personal Injury	\$1,000,000
Property Damage	\$1,000,000
Products & Completed Operations	\$1,000,000

The General Aggregate Limit must be specifically applicable to the AGREEMENT between THEA and the INSURED.

The Certificate must reflect whether the policy is "claims made" or "occurrence".

Products & Completed Operations coverage to be maintained for three (3) years after final completion of the work under this AGREEMENT.

- 3) **Business Automobile Liability Insurance** - The minimum limits of Business Automobile Liability Insurance (inclusive of any amount provided by an umbrella or excess policy) covering ownership, maintenance, use, loading and unloading of all its owned, non-owned, leased or hired vehicles are:

Bodily Injury	
Each Person	\$1,000,000

Each Accident	\$1,000,000
Property Damage	\$1,000,000
Bodily Injury & Property Damage Combined	\$1,000,000

- 4) **Umbrella Liability Insurance or Excess Liability Insurance** – Umbrella Liability Insurance or Excess Liability Insurance must provide the same coverages as required for the underlying Commercial General, Business Automobile and Employers' Liability Coverages with no gaps in continuity of coverages or limits.

Bodily Injury & Property Damage Combined	
Each Occurrence	\$2,000,000
Aggregate (specific to this AGREEMENT)	\$2,000,000
Aggregate (not specific to this AGREEMENT)	\$1,000,000

- 5) **Professional Liability Insurance, also known as “Errors and Omissions”**. The minimum limits of Professional Liability Insurance covering all work of the INSURED without any exclusions unless approved in writing by THEA are:

Professional Liability	
Each Claim	\$1,000,000
Aggregate	\$1,000,000

Any deductible applicable to any claim shall be the responsibility of the INSURED and shall not be greater than \$100,000 unless approved by THEA in writing. This coverage shall be maintained by the INSURED for a period of not less than three (3) years from the date the INSURED has completed and THEA has accepted the services under this AGREEMENT.

- 6) **Environmental Impairment (Pollution) Liability, (if required)** – Environmental Impairment (Pollution) Liability insurance is required only if specifically stated in the Instructions and Submittal Documents package.

If required, the minimum limits of Environmental Impairment (Pollution) Liability insurance coverage (inclusive of any amount provided by an umbrella or excess policy) for liability resulting from pollution or other environmental impairment in connection with operations performed by or on behalf of INSURED under this AGREEMENT or the use or occupancy of THEA premises by or on behalf of the INSURED are:

Each Occurrence	\$1,000,000
Annual Aggregate	\$1,000,000

[END OF INSURANCE REQUIREMENTS, COVERAGES AND LIMITS]