



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.org

INVITATION TO BID
COVER PAGE

BID Number: **7103-20**

BID Title: **Fairgrounds Exhibit Building Chiller Replacement**

Pre-Bid Meeting: January 23, 2020
Location: Boulder County Fairgrounds
9595 Nelson Road, Longmont, CO 80501

BID Questions Due: January 28, 2020

Submittal Due Date: February 4, 2020

Email Address: purchasing@bouldercounty.org

Documents included in this package:

- Bid Instructions
- Terms and Conditions
- Specifications
- Drawings
- Insurance and W-9 Requirements
- Bid Tab Section
- Submittal Checklist
- Signature Page
- Sample Contract



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INSTRUCTIONS

1. Purpose/Background

The objective of the project is to replace an existing air-cooled chiller, installed in 2005, that provides chilled water to the Boulder County Fairgrounds Exhibit Building prior to May 1, 2020.

- 2. Mandatory Pre-Bid Meeting** - will be held at site on **January 23, 2020 from 9:00 a.m. to 10:00 a.m.** We will meet at the chiller located on the north side of the Exhibit Building. The building is located at 9595 Nelson Road, Longmont, 80501, however the easiest access is to enter the Fairgrounds from Boston Ave and park in the dirt lot just north of the Exhibit Building.

Bids from firms not represented at the mandatory, pre-bid meeting, and site visit will not be accepted.

Call Ron Diederichsen at 303-994-6493 if there are any issues with getting to the meeting location.

3. Written Inquiries

All inquiries regarding this BID will be submitted via email to the Boulder County Purchasing Office at purchasing@bouldercounty.org on or before 2:00 p.m. **January 28, 2020**. A response from the county to all inquiries will be posted and sent via email no later than **January 30, 2020**.

Please do not contact any other county department or personnel with questions or for information regarding this solicitation.

4. Submittal Instructions

BIDs are due at the Administrative Services Information Desk or email box (preferred) listed below, for time and date recording on or before **2:00 p.m. Mountain Time on February 4, 2020**. A bid opening will be conducted at 3:00 p.m. Mountain Time at county offices.

Your response can be submitted in the following ways. Please note that email responses to this solicitation are preferred, but are limited to a maximum of 50MB capacity. NO ZIP FILES ALLOWED. Electronic submittals must be received in the email box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This email box is only accessed on the due date of your questions or proposals. Please use the Delivery Receipt option to verify receipt of your email. It is the sole responsibility of the proposer to ensure their documents are received before the deadline specified above. Boulder County does not accept responsibility under any circumstance for delayed or failed email or mailed submittals.

Email purchasing@bouldercounty.org; identified as **BID # 7103-20** in the subject line.

-OR-

US Mail One (1) unbound copy of your submittal, printed double-sided, 11 point, on at least 50% post-consumer, recycled paper must be submitted in a sealed envelope, clearly marked as **BID # 7103-20**, to the Administrative Services Information Desk located at 1325 Pearl Street, Boulder, CO 80302.

All BIDs must be received and time and date recorded by authorized county staff by the above due date and time. Sole responsibility rests with the bidder to see that their BID response is received on time at the stated location(s). Any BIDs received after due date and time will be returned to the bidder.

The Board of County Commissioners reserves the right to reject any and all BIDs, to waive any informalities or irregularities therein, and to accept the proposal that, in the opinion of the Board, is in the best interest of the Board and of the County of Boulder, State of Colorado.

Americans with Disabilities Act (ADA): If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator or the Human Resources office at (303) 441-3525 at least 48 hours before the scheduled event.



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TERMS AND CONDITIONS

1. Bidders are expected to examine the drawing, specifications, schedule of delivery, and all instructions. Failure to do so will be at the bidder's risk.
2. Each bidder will furnish the information required in the Invitation to Bid.
3. The Contract/Purchase Order will be awarded to that responsible bidder whose submittal, conforming to the Invitation to Bid, will be most advantageous to the County of Boulder, based on best value not only price.
4. The County of Boulder reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received, and to accept any portion of or all items proposed if deemed in the best interest of the County of Boulder to do so.
5. No submittal will be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the consent of the County Purchasing Agent or delegated representative.
6. A signed purchase order or contract furnished to the successful bidder results in a binding contract without further action by either party.
7. Late or unsigned bids will not be accepted or considered. It is the responsibility of bidders to ensure that the bid arrives at the Administrative Services Information Desk prior to the time indicated in the "Invitation to Bid."
8. The proposed price will be exclusive of any Federal or State taxes from which the County of Boulder is exempt by law.
9. Any interpretation, correction or change of the bid documents will be made by Addendum. Interpretations, corrections and changes of the bid documents made in any other manner will not be binding, and bidder will not rely upon such interpretations, corrections and changes. The County's Representative will not be responsible for oral clarification.

10. Confidential/Proprietary Information: Bids submitted in response to this “Invitation to Bid” and any resulting contract are subject to the provisions of the Colorado Public (Open) Records Act, 24-72-201 et.seq., C.R.S., as amended. Any restrictions on the use or inspection of material contained within the bid and any resulting contract will be clearly stated in the bid itself. Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the bid. **Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a bid, in its entirety, nor bid price information will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.**

The Boulder County Attorney’s Office retains sole authority for determining whether the Colorado Open Records Act requires or permits Boulder County to disclose proposal or bid documents, or any information contained therein, pursuant to an open records request.

11. Boulder County promotes the purchase/leasing of energy efficient, materials efficient and reduced toxic level products where availability, quality and budget constraints allow. Bidders are expected whenever possible to provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency with power management features enabled. Bidders are encouraged to offer products and equipment with post-consumer recycled-content materials. Products should be packaged and delivered with a minimum amount of recycled packaging that adequately protects the product, but is not excessive.
12. Pursuant to Colorado law (House Bill 1292), in any bidding process for public works in which a bid is received from a non-resident bidder who is from a state that provides a percentage bidding preference, a comparable percentage disadvantage will be applied to the bid of that bidder. Bidders may obtain additional information from the Department of Personnel’s website: <http://www.colorado.gov/dpa/>.



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SPECIFICATIONS

OBJECTIVE

The objective of the project is to replace an existing air-cooled chiller, installed in 2005, that provides chilled water to the Boulder County Fairgrounds Exhibit Building prior to May 1, 2020.

EXISTING CONDITIONS

- Existing chiller is a Carrier Model #30RB060-390 unit.
- Existing AHU was converted from DX to Chilled water in 2005. See construction drawings M-1, M-2, M-3, of the conversion dated 3-14-2005.
- Existing unit is located on ground level on the North side of the Fairgrounds Exhibit building.
- Building is located at: 9595 Nelson Road, Longmont, CO 80501

SCHEDULE:

The new chiller and chilled water system shall be fully functional by May 1, 2020. Provide with proposal a schedule detailing Equipment manufactures key dates (submittal, submittal approval, fabrication and manufacturing of equipment, deliver time), Equipment installation and hook-up and Start-up and commissioning of equipment.

MECHANICAL SCOPE:

1. Furnish and install new chiller equal/or equivalent to the following Carrier 30RBX 130t air cooled scroll chiller:
 - a. 130 ton nominal Capacity, R410A refrigerant, scroll compressors
 - b. 460/3/60 power supply, full-load EER (Energy Efficiency Ratio) up to 10.31, IPLV (integrated part load value) up to 14.3. Factory non-fused disconnect, minimum load control, high SCCR 65k current rating (required per NEC-2017 code),
 - c. Misc. devices for a complete installation including, freeze protection, suction service valves, evaporator cooler heater.
 - d. Package control equivalent to Carrier Comfort Link scrolling marquee for local control access.
 - e. Factory start up.
 - f. Warranty – Provide two (2) year parts and labor warranty.
 - g. Boulder County encourages venders to provide alternatives that will increase energy efficiency or reliability to the above specifications. For example
 - i. Security grills and condenser coil hail guards

- ii. High efficiency variable-speed condenser fans and controls that provide part load efficiency to reduce electrical usage and extend lifespan of chiller.
2. The mechanical contractor's scope of work is to include but not necessarily be limited to:
- a. Providing all supervision, labor, materials, equipment, hauling and hoisting as required to install an air-cooled chiller, chilled water piping to existing air handlers on south building and stubs for future air handler, as well as all pumping, valves, insulation and other accessories for a complete project, per plans and specifications.
 - b. Secure mechanical and electrical permits as required from Boulder County Building Department.
 - c. Shut down, isolate, and lock out, the existing Carrier chiller.
 - d. Reclaim the glycol and store on-site. Pump Glycol into chilled water loop upon completion.
 - e. Reclaim refrigerant from existing chiller and properly dispose of offsite per EPA standards.
 - f. Disconnect chilled water piping from existing chiller.
 - g. Disconnect existing chiller and remove via crane set and properly dispose of offsite. All scrap material will be the become the property of the contractor.
 - h. Install new air-cooled chiller on existing housekeeping pad via crane.
 - i. Modify existing line voltage electrical wiring and conduit to connect to new Carrier chiller.
 - j. Modify existing steel chilled water piping to connect to new chiller.
 - k. Provide and install new fiberglass insulation with aluminum clad cover on any sections of chilled water piping that was disturbed during chiller replacement.
 - l. Coordinate with Boulder County building automation staff the removal and reconnection of existing controls.
 - m. Provide factory start-up and standard first year parts and labor warranty.
 - n. Provide new equipment installation, maintenance, and start-up documentation

COORDINATING THE WORK:

- 1. Schedule and coordinate all work with BCBS staff.
- 2. All work is to be completed during normal working hours.
- 3. Exclude the following work:
 - a. All electrical, and existing low voltage, removal and reinstallation will be by BCBS staff.
 - b. Exclude temporary cooling/heating units, additional glycol, cut paint patch, and concrete work.

BOULDER COUNTY EXHIBIT BUILDING CHILLED WATER SYSTEM UPGRADE

PROJECT DATA

OWNER: BOULDER COUNTY
ADMIN SERVICES DEPT
P.O. BOX 471
BOULDER, CO 80306
RON DIEDERICHSEN
(303) 441-3186
(303) 441-1718 FAX

ENGINEER: MARK LEPORE
LEPORE ENGINEERING
10217 WEST 77TH CIR
ARVADA, CO 80005
(303) 420-9240
(303) 474-9721 FAX

PROJECT: BOULDER COUNTY
EXHIBIT BUILDING
9595 NELSON ROAD
LONGMONT, CO 80501

M-1 DEMOLITION PLAN
M-2 DETAILS AND SCHEDULES
M-3 FIT-UP PLAN

OWNER FURNISHED SERVICES

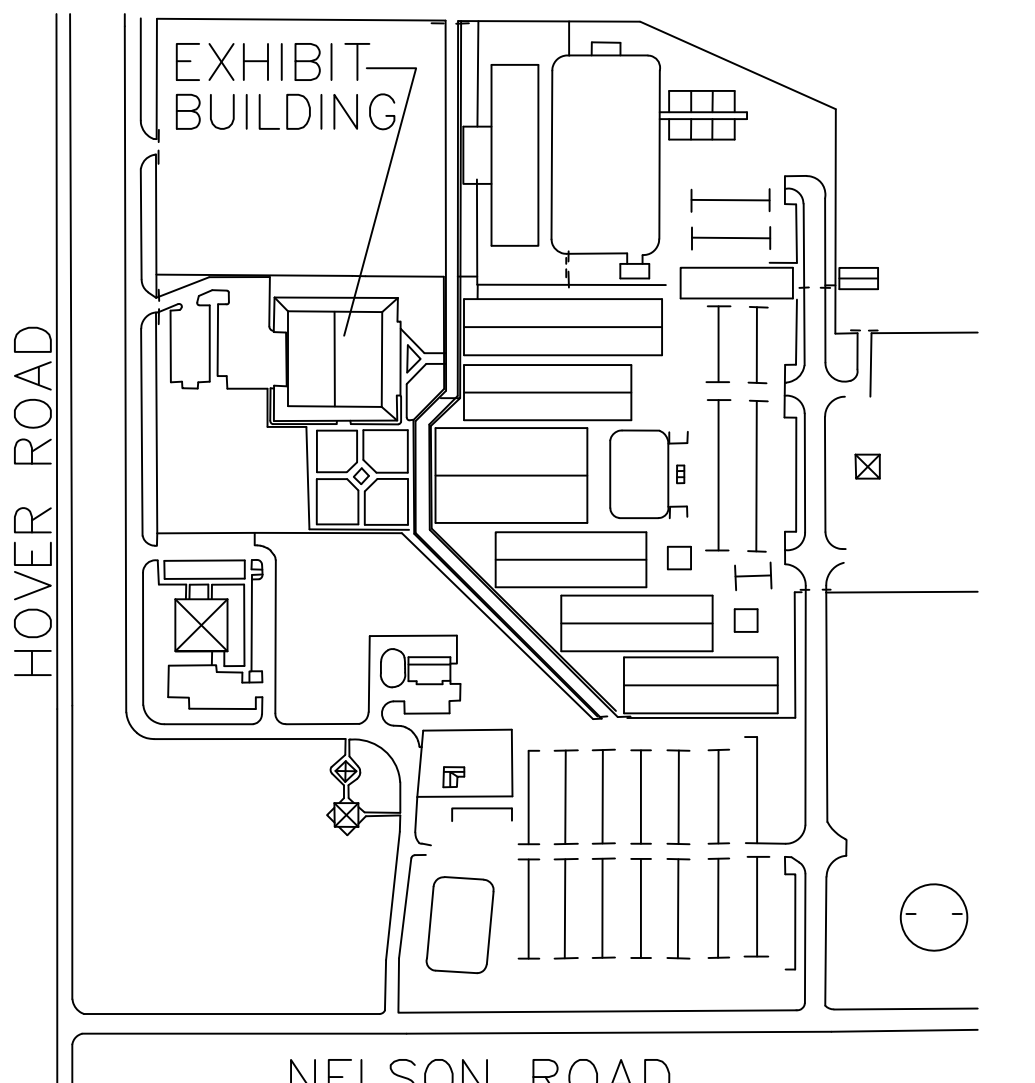
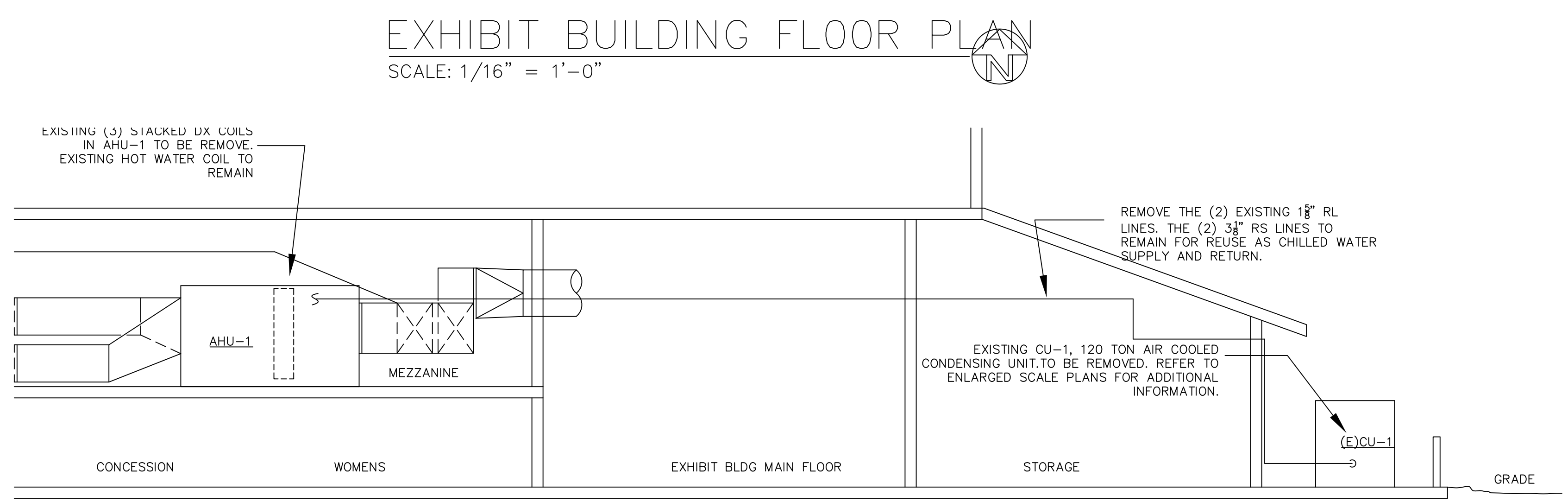
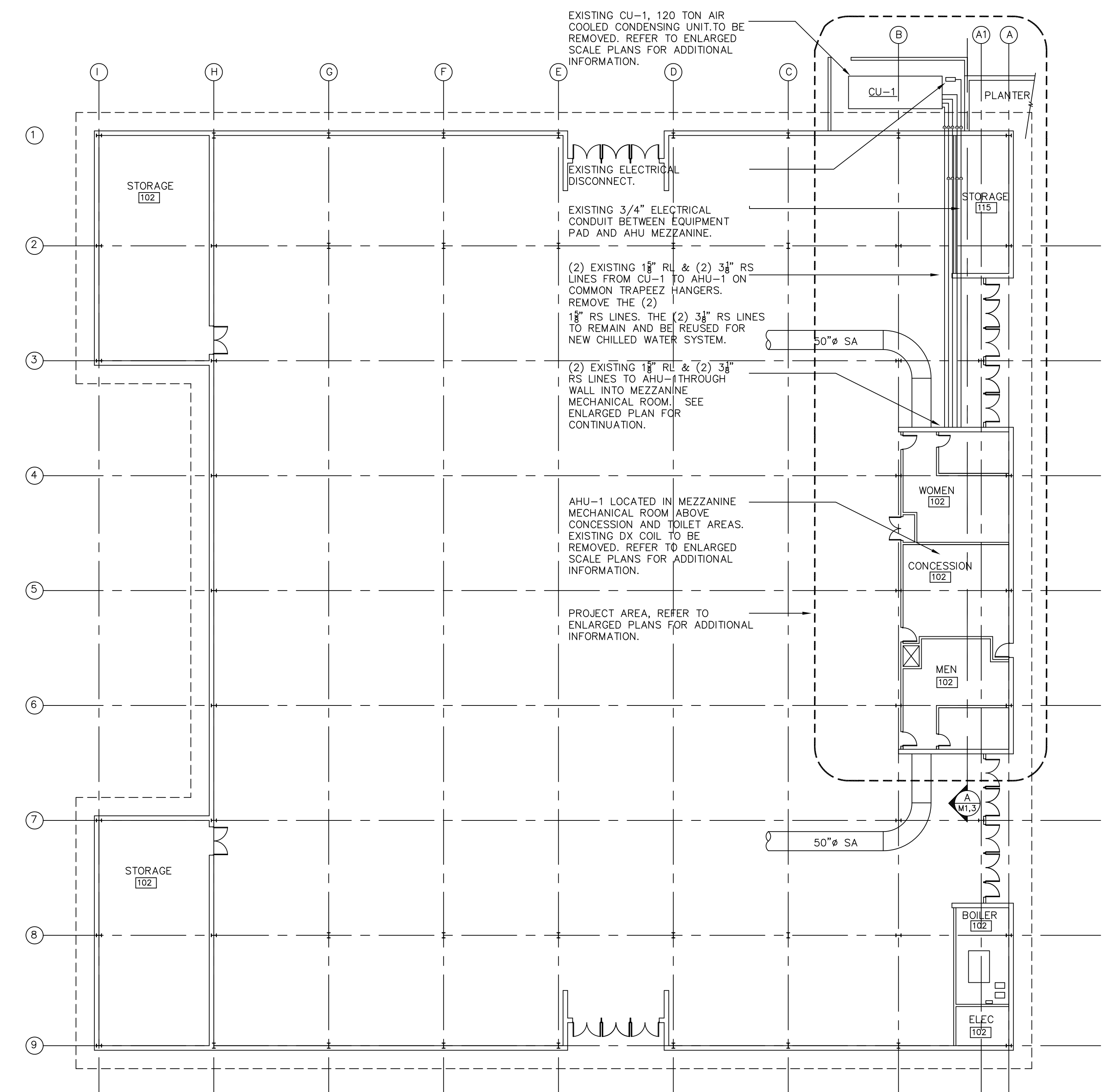
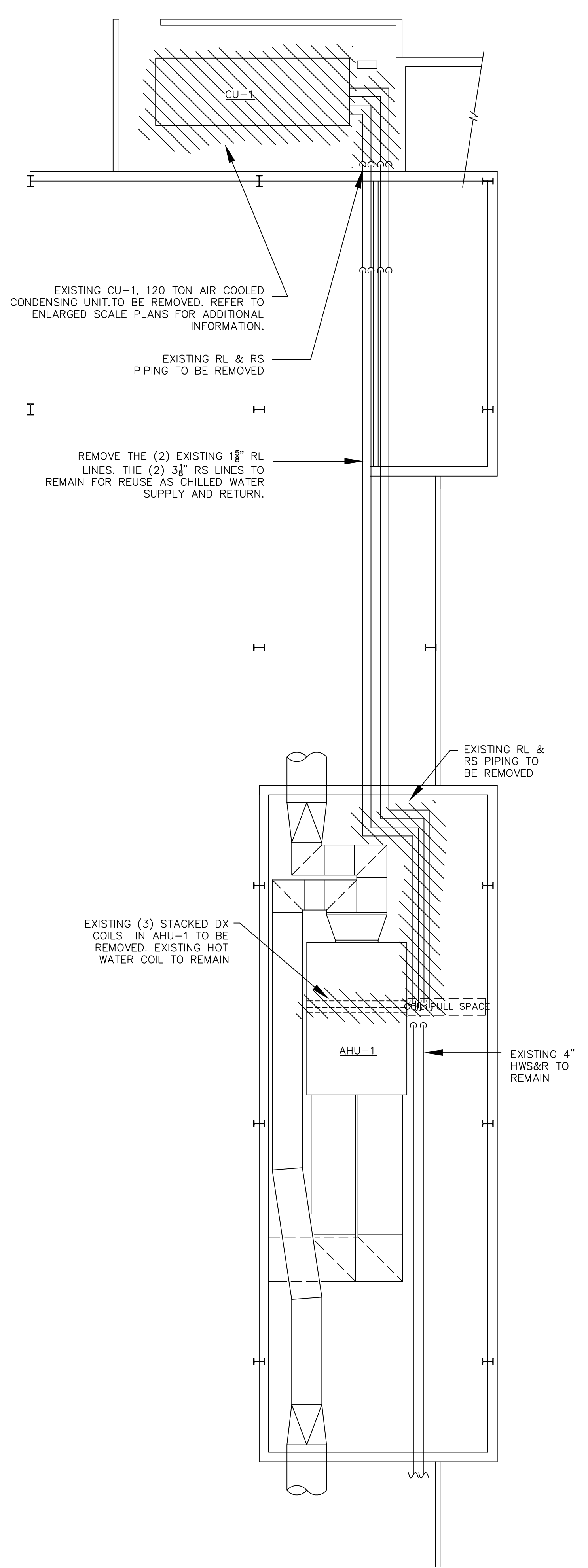
ELECTRICAL SYSTEM INSTALLATION, THE TEMPERATURE CONTROL SYSTEM, AND TEST AND AIR BALANCE (TAB) OF THE HYDRONIC AND AIR SYSTEMS SHALL BE PERFORMED BY THE OWNER. THE MECHANICAL CONTRACTOR UNDER THIS CONTRACT SHALL COORDINATE WITH THE OWNER'S PERSONNEL TO VERIFY THAT ALL ITEMS ARE FURNISHED AND INSTALLED AS REQUIRED. THE MECHANICAL CONTRACTOR SHALL COORDINATE WITH THE OWNER'S PERSONNEL AS REQUIRED TO ENSURE THAT THE ALL WORK WILL BE COMPLETED PRIOR TO THE LISTED DATE OF FINAL COMPLETION.

- ### SCOPE OF WORK
1. REMOVE EXISTING 120 TON AIR COOLED CONDENSING UNIT AND ASSOCIATED PIPE FITTINGS AND CONTROLS AT THE UNIT. THE (2) 3-1/8" RL RISERS AT THE EXTERIOR WALL ARE TO REMAIN FOR REUSE.
 2. REMOVE THE (3) EXISTING STACKED DX COILS IN THE MEZZANINE AIR HANDLING UNIT. REMOVE ASSOCIATED PIPING AND CONTROLS IN THE MECHANICAL ROOM THE (2) 3-1/8" RL LINES THROUGH THE EXHIBIT SPACE FROM AHU-1 TO CU-1 ARE TO REMAIN FOR REUSE.
 3. CLEAN AND FLUSH THE (2) 3-1/8" RL LINES TO REMOVE OIL FROM THE REFRIGERANT SYSTEM.
 4. PROVIDE NEW CHILLER CH-1 AND ASSOCIATED PIPING AS SHOWN.
 5. INSULATE AND JACKET ALL EXTERIOR PIPING.
 6. PROVIDE (3) NEW STACKED CHILLED WATER COILS WITH DRAIN PANS IN AHU-1. SECURE AND SEAL AIR PATHS AND ENCLOSURE PLATES. PROVIDE NEW COIL SECTION COVER PLATE.
 7. PROVIDE NEW CHILLED WATER PUMP AND PIPING SYSTEM IN THE MECHANICAL ROOM. INSULATE ALL PIPING.
 8. CLEAN AND CHEMICALLY TREAT THE NEW SYSTEM. PROVIDE TREATMENT PER SPECIFICATION. FILL THE SYSTEM WITH 30% PROPYLENE GLYCOL.

PROJECT	AIR-COOLED CHILLER REPLACEMENT
LOCATION	BOULDER COUNTY EXHIBIT BUILDING 9595 NELSON ROAD LONGMONT, COLORADO 80501
SHEET DESCRIPTION	TITLE SHEET & DEMO PLANS
FILE NAME	
ACCT.:	-
DATE:	3-14-05
DRAWN BY:	MJL
CHECKED BY:	MJL

REVISIONS	

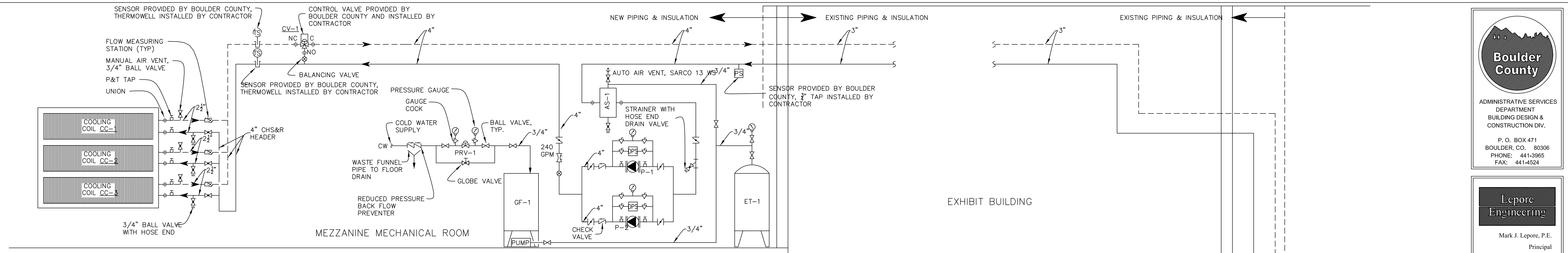
SHEET	M-1
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PARTIAL DEMO FLOOR PLAN
SCALE: 1/8" = 1'-0"

BUILDING SECTION A
SCALE: 1/8" = 1'-0"

SITE COMPLEX
SCALE: NONE



MECHANICAL LEGEND (NOT ALL SYMBOLS ARE SHOWN ON THESE DRAWINGS)

PIPING (GENERAL)		HVAC		ABBREVIATION		TEMPERATURE CONTROL	
SYM/ABBR	DESCRIPTION	SYM/ABBR	DESCRIPTION	ABBR	DESCRIPTION	SYM/ABBR	DESCRIPTION
HWS	HEATING WATER SUPPLY	UP	UP	AFF	ABOVE FINISHED FLOOR	FS	FLOW SWITCH
HWR	HEATING WATER RETURN	DN	DN	AHU	AIR HANDLING UNIT	PS	PRESSURE SWITCH
CHS	CHILLED WATER SUPPLY			AP	ACCESS PANEL	EP	ELECTRO-PNEUMATIC SOLAR VALVE
CHR	CHILLED WATER RETURN			BDD	BACK DRAFT DAMPER	FT	VENTURI FLOW TRANSMITTER
RL	REFRIGERANT LIQUID			CUH	CABINET UNIT HEATER	TL	LOW LIMIT THERMOSTAT
RS	REFRIGERANT SUCTION			DG	DOOR GRILLE	SD	DUCT SMOKE DETECTOR
RHG	REFRIGERANT HOT GAS			DIFF	DIFFUSER	TS	TEMPERATURE TRANSMITTER
PC	PUMPED CONDENSATE			EAT	ENTERING AIR TEMPERATURE	TS	TEMPERATURE SENSOR
LPS	LOW PRESSURE STEAM			EC	ELECTRICAL CONTRACTOR	TS	TEMPERATURE SENSOR (AVERAGING)
LPR	LOW PRESSURE CONDENSATE			ELEV	ELEVATION	AFS	AIR FLOW SWITCH
HPS	HIGH PRESSURE STEAM			ESP	EXTERNAL STATIC PRESSURE	MS	MOTOR STARTER
HPR	HIGH PRESSURE CONDENSATE			EWV	ENTERING WATER TEMPERATURE	CR	CONTROL RELAY
CS	CONDENSER WATER SUPPLY			EXH	EXHAUST		
CR	CONDENSER WATER RETURN			(E)	EXISTING		
D	EQUIPMENT DRAIN			FTR	FIN TUBE RADIATION		
FOS	FUEL OIL SUPPLY			GC	GENERAL CONTRACTOR		
FOR	FUEL OIL RETURN			IJS	IN JOIST SPACE		
HGS	HEATED GLYCOL SUPPLY			LAT	LEAVING AIR TEMPERATURE		
HGR	HEATED GLYCOL RETURN			LWT	LEAVING WATER TEMPERATURE		
	DIRECTION OF FLOW			MAT	MIXED AIR TEMPERATURE		
GV	GATE VALVE			MC	MECHANICAL CONTRACTOR		
BV	BALL VALVE			NC	NORMALLY CLOSED		
PRV	PRESSURE REDUCING VALVE			NO	NORMALLY OPEN		
SRV	SAFETY RELIEF VALVE			(N)	NEW		
	BALANCING VALVE			OA	OUTSIDE AIR		
	FLOW MEASURING STATION			RA	RETURN AIR		
	PLUG VALVE (GAS COOK)			RG	RETURN GRILLE		
	BALL VALVE W/ HOSE END			SA	SUPPLY AIR		
	BUTTERFLY VALVE			SG	SUPPLY GRILLE		
	CHECK VALVE			TCC	TEMPERATURE CONTROL		
	STRAINER W/ BLOW OFF			TSP	TOTAL STATIC PRESSURE		
	STRAINER			UHV	UNIT HEATER		
	VENTURI			UV	VARIABLE AIR VOLUME		
MAV	MANUAL AIR VENT			ZCV	ZONE CONTROL VALVE		
AV	AUTOMATIC AIR VENT						
	THERMOMETER IN WELL						
PG	SENSOR WELL						
	PRESSURE GAUGE W/ COCK						
P/T	PUMP						
	PRESSURE/TEMP TEST TAP						
	PIPE ELBOW UP						
	PIPE ELBOW DOWN						
	PIPE TEE UP						
	PIPE TEE DOWN						
	PIPE CAP OR PLUG						
	PIPE FLEXIBLE CONNECTION						
	PIPE GUIDE						
	PIPE ANCHOR						
	PIPE UNION						
	CONCENTRIC REDUCER						
	ECCENTRIC REDUCER						
	EXPANSION JOINT						
	STEAM TRAP						
	-INVERTED BUCKET TRAP (BT)						
	-THERMOSTATIC TRAP (TT)						
	-FLOAT & THERM TRAP (FTT)						
	CONNECTION TO EXISTING						
	DISCONNECTION FROM EXISTING						
	GRILLE, REGISTER AND DIFFUSER CALLOUT						
	EQUIPMENT CODE, SAME AS SHOWN ON SCHEDULE						
	SECTION LETTER						
	SHEET NUMBER - WHERE DETAIL IS SHOWN						
	DETAIL NUMBER						
	SHEET NUMBER - WHERE DETAIL IS SHOWN						
	DETAIL NOTE						
	DUCT TEMPERATURE SENSOR						
	ROOM HUMIDITY SENSOR						
	ROOM TEMPERATURE SENSOR						
	ROOM THERMOSTAT						
	LIQUID LINE TEMPERATURE DEVICE W/ WELL						
	ROOM HUMIDISTAT						
	MOTORIZED CONTROL DAMPERS						
	PNEUMATIC ELECTRIC ACTUATOR						

CHILLED WATER FLOW DIAGRAM
 SCALE: NONE

PUMP SCHEDULE

CODE	MANUFACTURER / MODEL NO.	TYPE	SERVICE	GPM	TDH	IMPELLER DIA.	RPM	HP	ELECTRICAL	NOTES
P-1,2	GRUNDFOS TP80-240	INLINE	CHILLED WATER SYS	186	45	-	-	3	460/3/60	X

MISCELLANEOUS EQUIPMENT SCHEDULE

CODE	MANUFACTURER / MODEL NO.	TYPE	SERVICE	DESCRIPTION	NOTES
AS-1	SEE SPECIFICATION	SEE SPECIFICATION	CHILLED WATER SYS	AIR SEPARATOR	
FF-1	SEE SPECIFICATION	SEE SPECIFICATION	CHILLED WATER SYS	FILTER FEEDER	
GF-1	SEE SPECIFICATION	SEE SPECIFICATION	CHILLED WATER SYS	GLYCOL FEEDER	
PRV-1	SEE SPECIFICATION	SEE SPECIFICATION	CW MAKE UP TO GF-1	PRESSURE REGULATING VALVE	
RPBFP-1	SEE SPECIFICATION	SEE SPECIFICATION	CW MAKE UP TO GF-1	REDUCED PRESSURE BACKFLOW PREVENTER	

EXPANSION TANK SCHEDULE

CODE	MANUFACTURER / MODEL NO.	TYPE	SERVICE	SYSTEM CONTENT GAL.	MIN. FILL PRESS PSIG	MAX. OPER. PRESS PSIG	AVG. WATER TEMP.	ACCEPT. VOL. GAL.	MIN TANK VOL. GAL.	NOTES
ET-1	AMTROL AX-120V	BLADDER	CHILLED WATER SYS	-	15	30	50	23	64	BLADDER RATED FOR USE WITH GLYCOL

AIR COOLED WATER CHILLER SCHEDULE

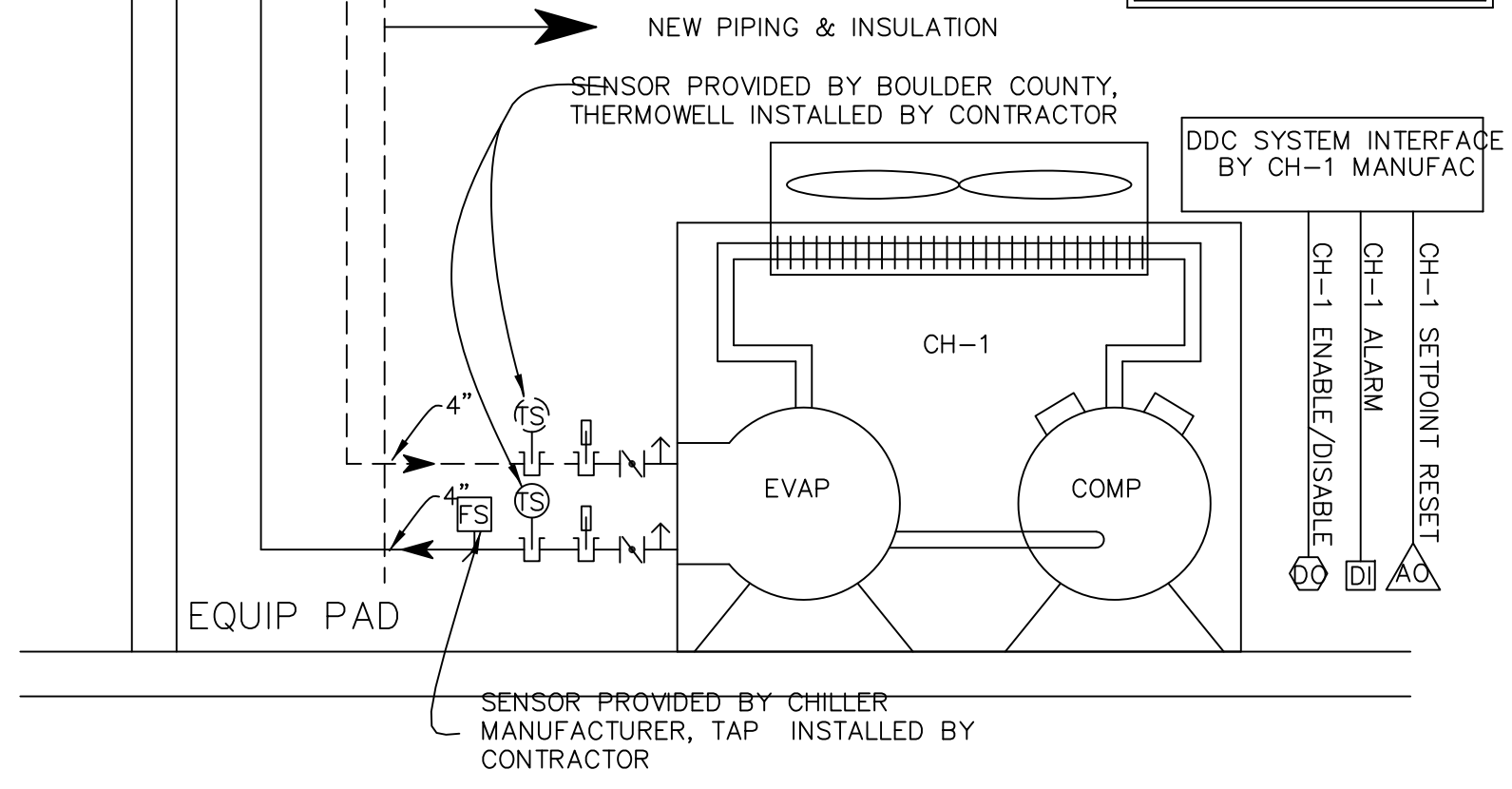
CODE	MANUFACTURER / MODEL NO.	TYPE	SERVICE	CAPACITY TONS	AMBIENT TEMP	CHILLED WATER DATA				ELECTRICAL DATA				NO. COMP.	STEPS CAPACITY CONTROL	OPER. WGHT.	NOTES			
						EWT	LWT	GPM	WPD	VOLTS/PHASE	KW INPUT	COMP. FLA.	COND. FLA.					MCA	MFS	
CH-1	TRANE RTAA-125	AIR COOLED CHILLER	AHU-1	105.5	105	59	45	186	9FT	-	460/3/60	148.1	(2) 101	(8) 2.5	253	350	2	-	9612	1

NOTES:
 1. CAPACITY IS BASED ON 30% GLYCOL IN THE EVAPORATOR, 6000 FT ALTITUDE, FOULING FACTOR OF 0.00025.

COIL SCHEDULE

CODE	MANUFACTURER / MODEL NO.	TYPE	SERVICE	CFM	TOTAL CAPACITY MBH	SENSIBLE CAPACITY MBH	ROWS	AIR SIDE				WATER SIDE				DIMENSIONS			OPER. WGHT.	NOTES
								EAT DB	EAT WB	LAT	APD	EWT	LWT	GPM	WPD	L	H	FACE AREA		
CC-1,2,3	CARRIER TYPE BD	GLYCOL	CHILLED WATER SYS	13,670	422	422	6	91	61	57	0.7"	45	59	62	12.5FT	116"	30"	24.2	X	1,2

NOTES:
 1. CAPACITY IS BASED ON 30% PROPYLENE GLYCOL.
 2. AIR FLOW, WATER FLOW, AND CAPACITIES ARE PER COIL. THEIR ARE 3 COILS TOTAL.



PROJECT
AIR-COOLED CHILLER REPLACEMENT

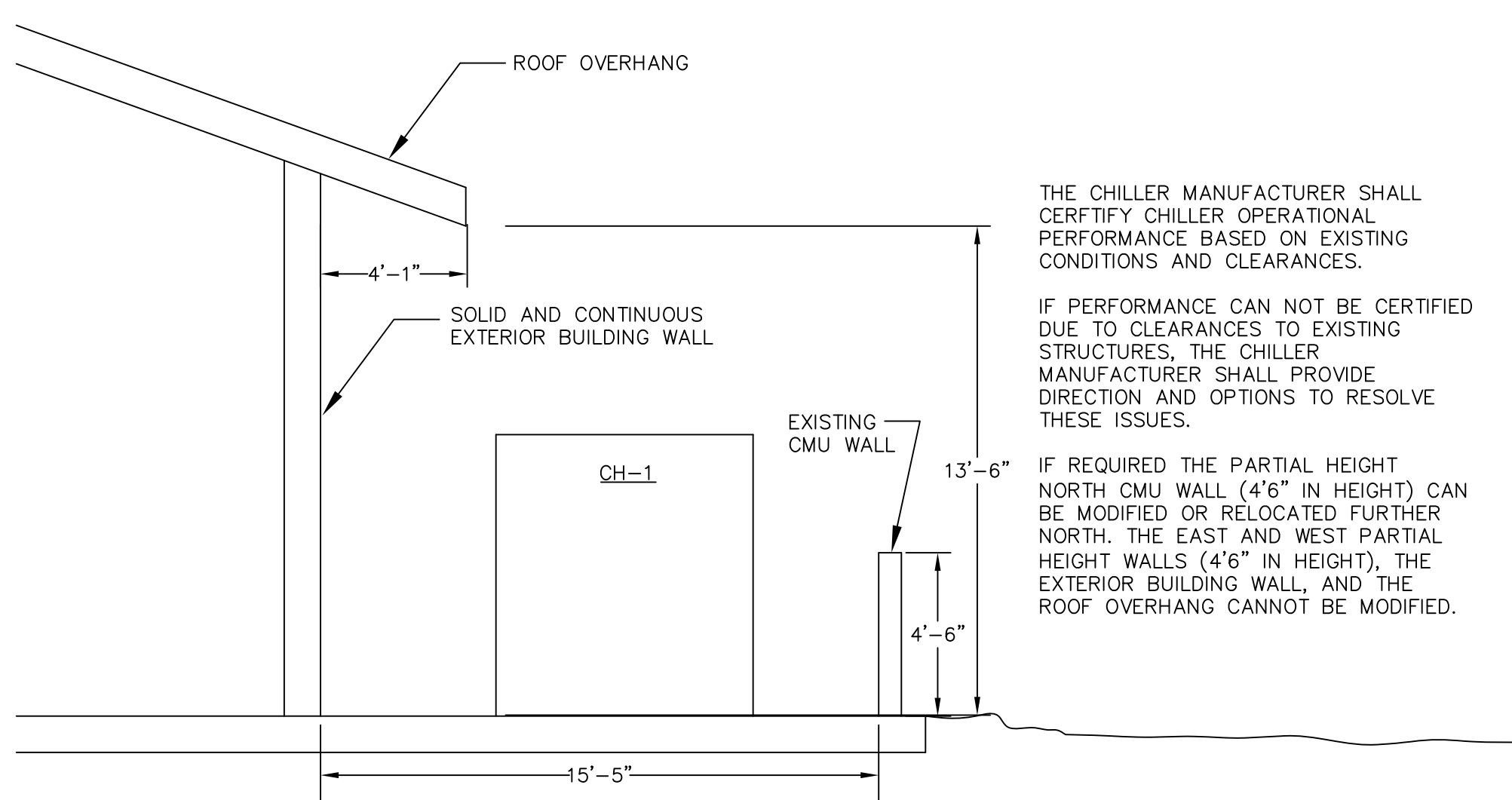
LOCATION
 BOULDER COUNTY EXHIBIT BUILDING
 9595 NELSON ROAD
 LONGMONT, COLORADO 80501

SHEET DESCRIPTION
 SCHEDULES & DETAILS

FILE NAME

ACCT: -
 DATE: 3-14-05
 DRAWN BY: MJL
 CHECKED BY: MJL

REVISIONS

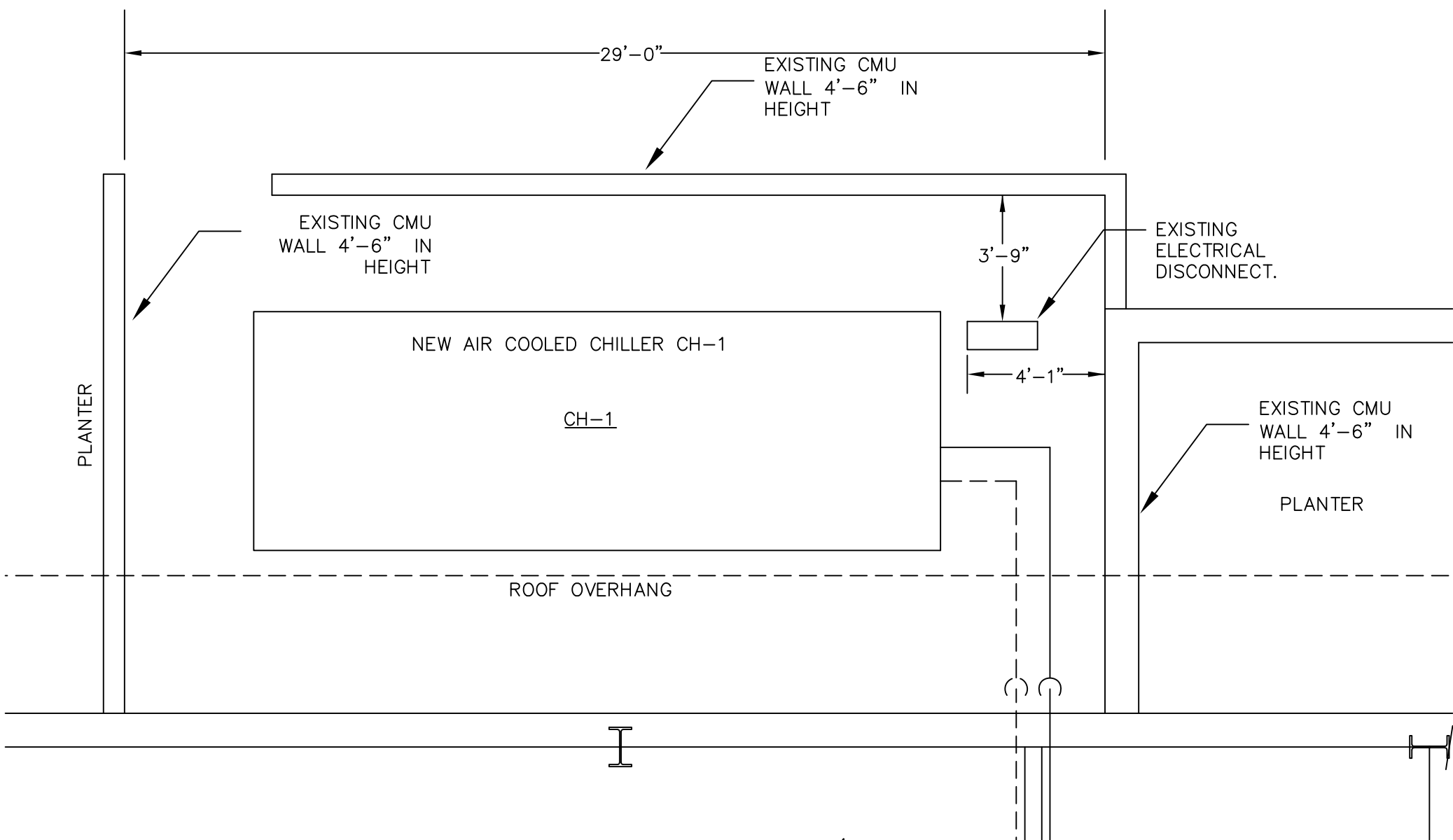


THE CHILLER MANUFACTURER SHALL CERTIFY CHILLER OPERATIONAL PERFORMANCE BASED ON EXISTING CONDITIONS AND CLEARANCES.

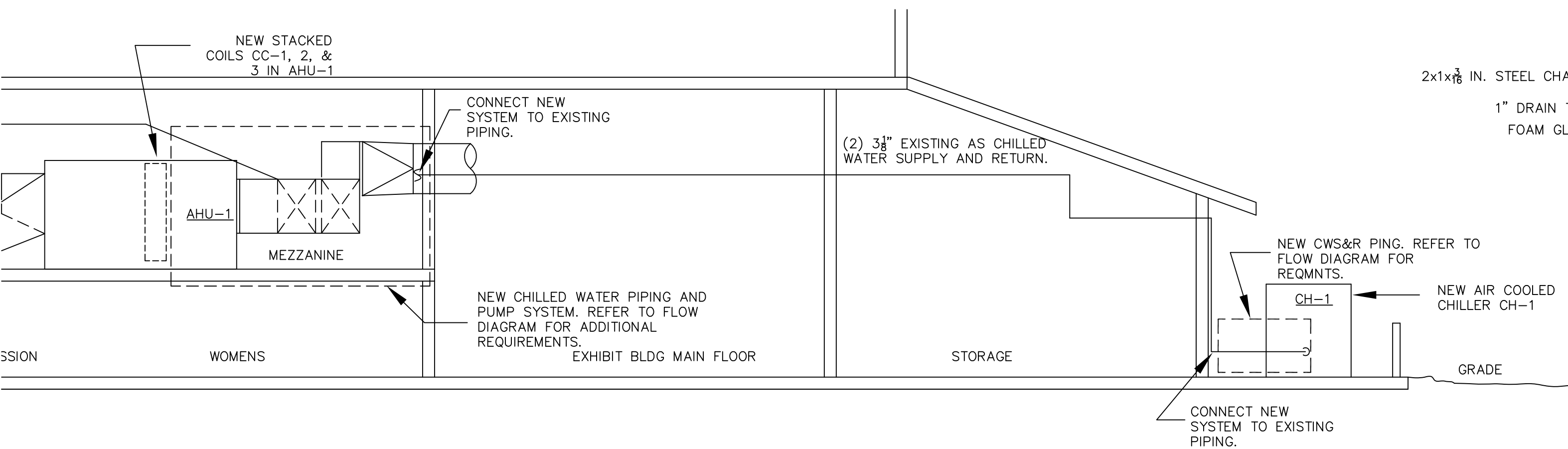
IF PERFORMANCE CAN NOT BE CERTIFIED DUE TO CLEARANCES TO EXISTING STRUCTURES, THE CHILLER MANUFACTURER SHALL PROVIDE DIRECTION AND OPTIONS TO RESOLVE THESE ISSUES.

IF REQUIRED THE PARTIAL HEIGHT NORTH CMU WALL (4'6" IN HEIGHT) CAN BE MODIFIED OR RELOCATED FURTHER NORTH. THE EAST AND WEST PARTIAL HEIGHT WALLS (4'6" IN HEIGHT), THE EXTERIOR BUILDING WALL, AND THE ROOF OVERHANG CANNOT BE MODIFIED.

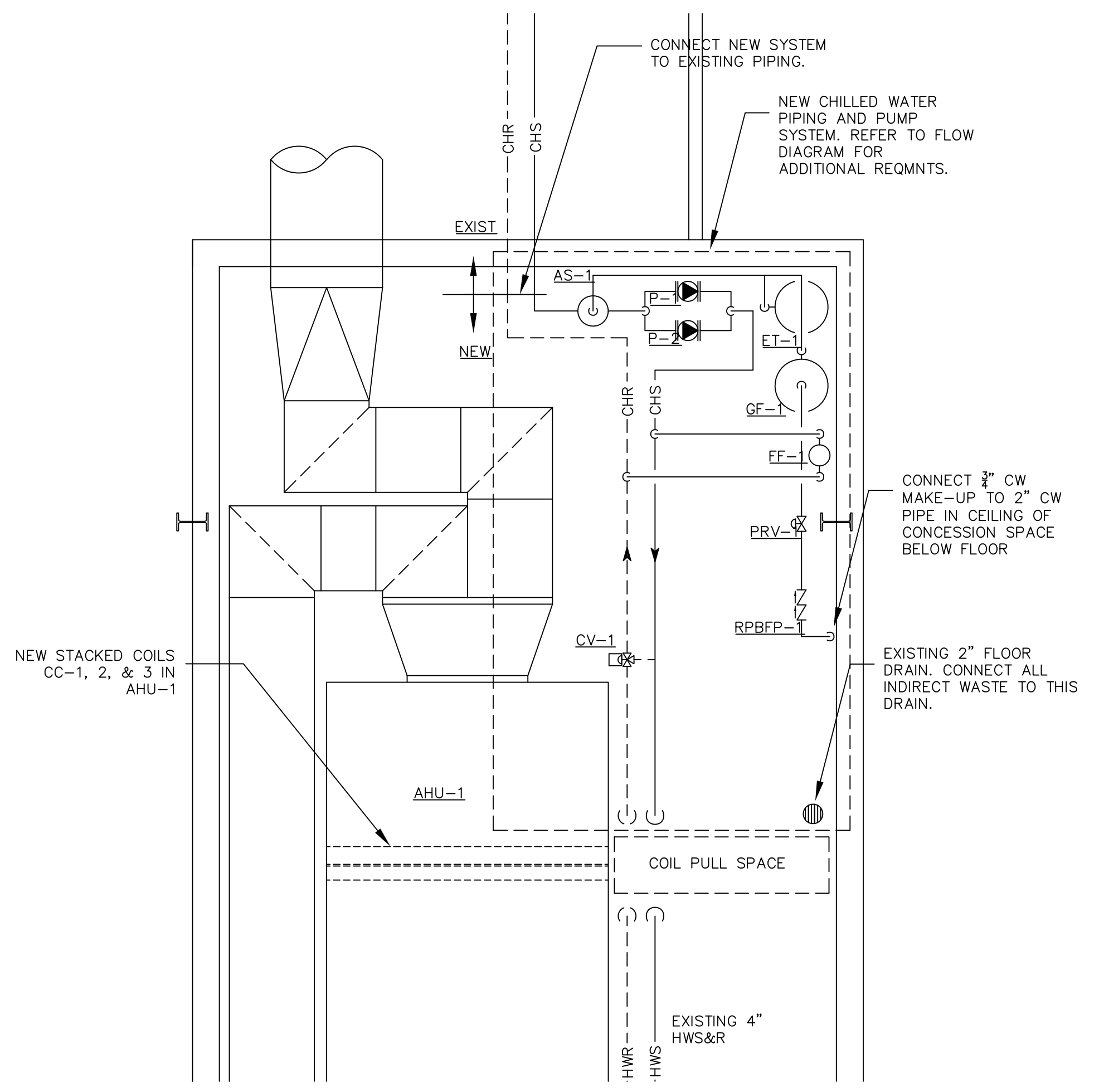
CH-1 PAD EXIST CONDITIONS-SECTION B
SCALE: 1/4" = 1'-0"



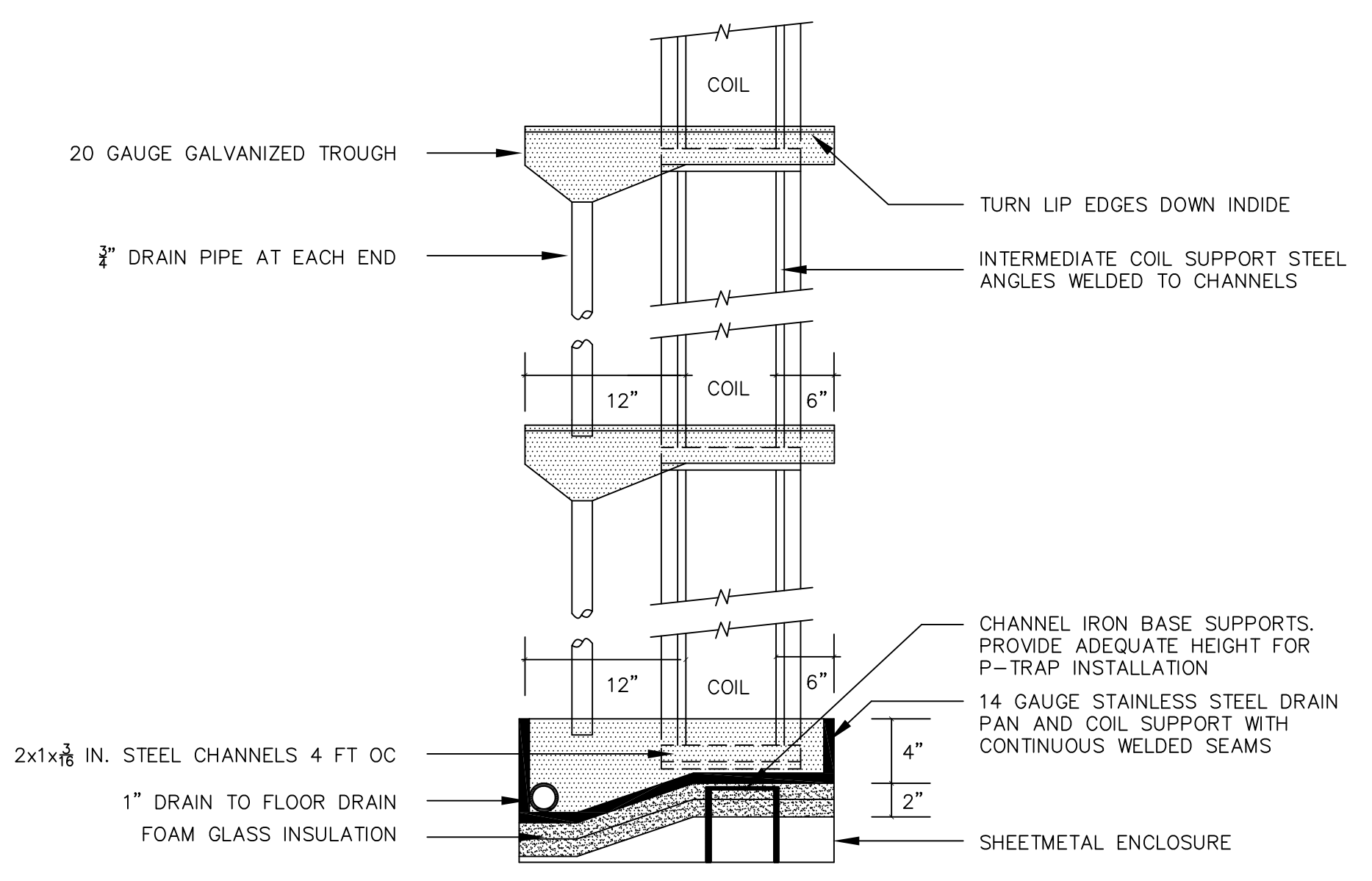
CH-1 PAD EXIST CONDITIONS-PLAN
SCALE: 1/4" = 1'-0"



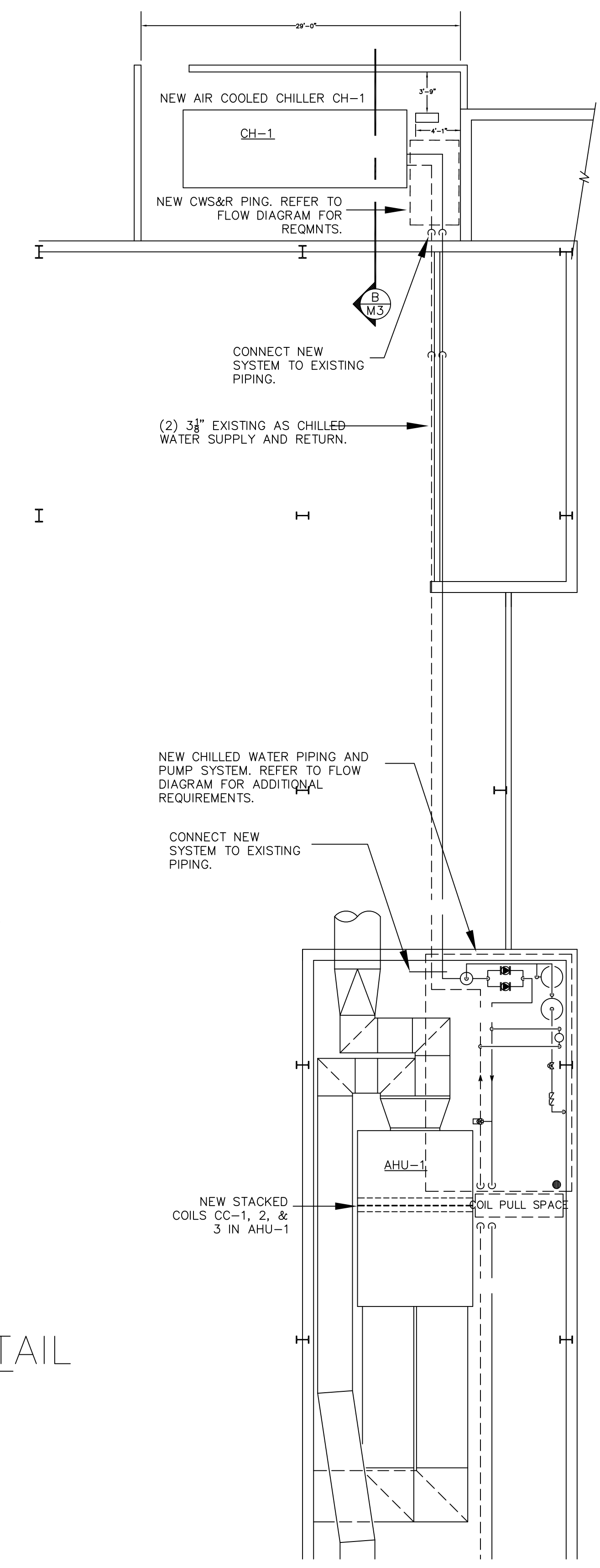
BUILDING SECTION A
SCALE: 1/8" = 1'-0"



ENLARGED MECH FLOOR PLAN
SCALE: 1/4" = 1'-0"



STACKED COIL DRAIN PAN DETAIL
SCALE: NONE



PARTIAL MECH FLOOR PLAN
SCALE: 1/8" = 1'-0"

Boulder County

ADMINISTRATIVE SERVICES DEPARTMENT
BUILDING DESIGN & CONSTRUCTION DIV.

P. O. BOX 471
BOULDER, CO. 80306
PHONE: 441-3965
FAX: 441-4524

Lepore Engineering

Mark J. Lepore, P.E.
Principal
10217 West 77th Circle
Arvada
Colorado 80005
303.420.9240
Fax 303.474.9721
Mark.Lepore@comcast.net

PROJECT
AIR-COOLED CHILLER REPLACEMENT

LOCATION
BOULDER COUNTY EXHIBIT BUILDING
9595 NELSON ROAD
LONGMONT, COLORADO 80501

SHEET DESCRIPTION
MECH PLAN

FILE NAME

ACCT: -
DATE: 3-14-05
DRAWN BY: MJL
CHECKED BY: MJL

REVISIONS

SHEET
M-3



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.org

INSURANCE AND W-9 REQUIREMENTS

PAYMENT & PERFORMANCE BONDS

Both a payment and a performance bond are required for this project and must each equal 100% of the proposed cost. Please include the cost of this bonding into the total proposed cost.

INSURANCE REQUIREMENTS

General Liability	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$2,000,000 Products Completed Operations Aggregate 3 years Products/Completed Operations
Excess or Umbrella	\$1,000,000
Automobile Liability	\$1,000,000 Each Accident *Including Hired & Non-Owned Auto
Worker's Compensation and Employer's Liability	Statutory limits
Pollution Liability	\$1,000,000 Per Loss \$1,000,000 Aggregate Coverage maintained or extended discovery period for 3 years

Note that the above insurance amounts are the minimum required for this project. **Proof of current insurance must be provided with your proposal in the form of a sample certificate or your proposal will be deemed non-responsive.** If you require a waiver of insurance requirements (e.g. Workers' Compensation and sole proprietorships) you may request one in your response with an explanation.

New certificates will be requested if the contract process takes more than 30 days after an award.

W-9 REQUIREMENT

Provide a copy of your business's W-9 with your proposal.



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.org

SUBMITTAL SECTION

The bidder's attention is especially called to the items listed below, which must be submitted in full as part of the BID. Failure to submit any of the documents listed below as a part of your BID, or failure to acknowledge any addendum in writing with your BID, or submitting a bid on any condition, limitation or provision not officially invited in this Invitation to Bid (BID) may be cause for rejection of the BID.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR BID PACKAGE: Bidder will check each box indicating compliance:

INCLUDED	ITEM
	Name and Address of the Partners and Subcontractors if applicable
	A detailed project schedule with an all-inclusive total cost
	Information on the relevant experience of key personnel
	State your compliance with the Terms and Conditions in the Sample Contract contained in this BID. Specifically list any deviations and provide justification for each deviation.
	Submit three references for similar projects your company has completed within the last three years and contact information
	Insurance Certificate
	W-9
	Signature Page
	Addendum Acknowledgement(s) (If Applicable)



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Boulder, CO 80302
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BID TAB

Provide a price for each item as listed below and Alternates if any. A Contract/Purchase Order will be awarded to that responsible bidder whose submittal, conforming to the Invitation to Bid, will be most advantageous to the County of Boulder, based on best value not only price.

Base Bid: Furnish and install new chiller equal/or equivalent to a Carrier 30RBX 130t air cooled scroll chiller:

Base Price: _____ dollars (\$_____)

Time: _____ calendar days from award of contract to completion of fully operational system.

BID Alternate #1: Security grills and condenser coil hail guards

Base Price: _____ dollars (\$_____)

BID Alternate #2: Energy efficiency upgrades. Provide a detailed specification of upgrade with proposal:

Base Price: _____ dollars (\$_____)

Additional information to be submitted with proposal if not stated elsewhere.

1. Please provide name, address, phone number and contact name for your company.
2. Please list projects that your company has completed of a similar nature. Include at least 3 references.
3. Please supply warranty information on equipment and workmanship.
4. Please describe your company's service department; including hours of operation and availability.
5. Submit product data and specifications for the units to be used. Include manufactures product specs and installation instructions



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.org

SIGNATURE PAGE

Contact Information	Response
Company Name including DBA	
List Type of Organization (Corporation, Partnership, etc.)	
Name, Title, and Email Address of Person Authorized to Contract with Boulder County	
Company Address	
Company Phone Number	
Company Website	

By signing below I certify that:

- I am authorized to bid on my company's behalf.
- I am not currently an employee of Boulder County.
- None of my employees or agents is currently an employee of Boulder County.
- I am not related to any Boulder County employee or Elected Official.
- (Sole Proprietorships Only) I am not a Public Employees' Retirement Association (PERA) retiree.

**Signature of Person Authorized to Bid on
 Company's Behalf**

Date

Note: If you cannot certify the above statements, please explain in a statement of explanation.

Boulder County Sample Contract

THIS CONTRACT ("Contract") is entered into by and between the County of Boulder, State of Colorado, a body corporate and politic, acting by and through its Board of County Commissioners for the benefit of the [Department] ("County") and [Supplier] ("Contractor"). County and Contractor are each a "Party," and collectively the "Parties."

In consideration of the mutual covenants contained in this Contract, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation into Contract: The **Details Summary** is incorporated into this Contract. The **Contract Documents** are incorporated into this Contract by reference, except to the extent that the Proposal, if any is incorporated, contains any obligations placed upon County and not otherwise contained in this Contract.
2. Work to be Performed: Contractor will provide all labor and equipment and do all tasks necessary and incidental to performing the work as described in the **Details Summary** and **Contract Documents** (the "Work"). Contractor will perform the Work (a) in a good and workmanlike manner, (b) at its own cost and expense, (c) in accordance with recognized industry standards of care, skill and diligence for the type of work being performed, and (d) in strict accordance with the Contract.
3. Term of Contract: The **Contract Term** begins on the **Start Date** and expires on the **Expiration Date**, unless terminated sooner. All the Work must be performed during the **Contract Term**.
4. Payment for Work Performed: In consideration of the Work performed by Contractor, and subject to conditions contained in this Contract, County will pay an amount not to exceed the **Contract Amount** to Contractor in accordance with the **Contract Documents**.
5. Invoicing: Contractor will promptly provide a copy of its Form W-9 and invoice template to County upon request. Contractor must submit an invoice to the County by the fifteenth (15th) day of the month following completion of the Work. All invoices submitted require the following components: Contractor's name and address (submitted W-9 address must match remit address), detailed description of services, dates of services, itemization of labor and materials costs, "Bill to: Boulder County" language, payment remittance address, payer, name and address, date of invoice, unique invoice number, and total amount due. Contractor must send all completed invoices to the **Invoice Contact** in the **Details Summary**. Email delivery is preferred by the County; County may require delivery of invoices by email. Failure to submit invoices in a timely manner and in accordance with the terms of this Contract may cause a delay in payment. County may recoup any damages incurred because of Contractor's failure to submit invoices pursuant to the terms of this paragraph. County's acceptance or payment of an invoice will not constitute acceptance of any Work performed under this Contract.
6. Extra Time to Complete the Work: If Contractor cannot complete the Work by the **Expiration Date**, Contractor may request extra time to complete the Work. County, in its sole discretion, may grant Contractor additional time to complete the Work and, if so, will provide Contractor with written notice of the amount of extra time granted. County granting extra time to complete the Work will not entitle Contractor to additional compensation from County. This Contract will remain in full force and effect during any time period that Contractor is permitted to finish completing the Work.
7. Extension of Contract Term (Additional Work): Upon mutual agreement of the Parties, this Contract may be extended until the **Final End Date**. During any extended **Contract Term**, the terms of this Contract will remain in full force and effect, unless otherwise amended in writing by the Parties. Where the Contractor will provide additional services for additional compensation beyond the initial **Contract Amount**, the Parties must execute a written amendment before the then-current **Expiration Date**. If necessary, the written amendment will incorporate an updated Scope of Work and updated Fee Schedule as exhibits. Contractor must provide a current Certificate of Insurance to the County that complies with the **Insurance Requirements** of this Contract, if any, prior to any extended **Contract Term**.

8. Schedule of Work: County may designate the hours (on a daily or weekly basis) during which Contractor can perform the Work, strictly for the purposes of minimizing inconvenience to the County and interference with County operations. Contractor will otherwise set its own work schedule.
9. Indemnity: Contractor will be liable for any damages to persons or property caused by or arising out of the actions, obligations, or omissions of Contractor, its employees, agents, representatives or other persons acting under Contractor's direction or control in performing or failing to perform the Work under this Contract. Contractor will indemnify and hold harmless County, its elected and appointed officials, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of Contractor, its employees, agents or representatives, or other persons acting under Contractor's direction or control. This indemnification obligation will extend to claims based on Contractor's unauthorized use or disclosure of confidential information and intellectual property infringement. County will not be obligated to indemnify or defend Contractor under any circumstances. Contractor's obligations under this provision shall survive expiration or termination of this Contract.
10. Nondiscrimination: Contractor will comply with the letter and spirit of the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, et seq., as amended, and all applicable local, State and Federal laws concerning discrimination and unfair employment practices. County prohibits unlawful discrimination on the basis of race, color, religion, gender, gender identity, national origin, age 40 and over, disability, socio-economic status, sexual orientation, genetic information, or any other status protected by applicable Federal, State or local law. Contractor must require that its subcontractors, if any, similarly comply with all applicable laws concerning discrimination and unfair employment practices.
11. Information and Reports: Contractor will provide to authorized County, State, and Federal government representatives all information and reports that may be required for any purpose authorized by law. Contractor will permit access to such representatives to Contractor's facilities, books, records, accounts, and any other relevant sources of information. Where information required by a representative is in the exclusive possession of a person or entity other than Contractor, Contractor must so certify to the County and explain what efforts it has made to obtain the information.
12. Independent Contractor: Contractor is an independent contractor for all purposes in performing the Work. Contractor is not an employee of the County for any purpose, including the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Colorado Workers' Compensation Act, the Colorado Unemployment Insurance Act, and the Public Employees Retirement Association. Accordingly, County will not withhold or pay any income tax, payroll tax, or retirement contribution of any kind on behalf of Contractor or Contractor's employees. As an independent contractor, Contractor is responsible for employing and directing such personnel and agents as it requires to perform the Work. Contractor will exercise complete authority over its personnel and agents and will be fully responsible for their actions.
13. Termination for Non-Appropriation: The other provisions of this Contract notwithstanding, the County is prohibited by law from making commitments beyond the current fiscal year. Payment to Contractor beyond the current fiscal year is contingent on the appropriation and continuing availability of funding in any subsequent year. County has reason to believe that sufficient funds will be available for the full **Contract Term**. Where, however, funds are not allocated for any fiscal period beyond the current fiscal year, County may terminate this Contract without penalty by providing seven (7) days' written notice to Contractor.
14. Termination for Breach: Either Party's failure to perform any of its material obligations under this Contract, in whole or in part or in a timely or satisfactory manner, will be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, will also constitute a breach. In the event of a breach, the non-breaching Party may provide written notice of the breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within thirty (30) days after delivery of notice, the non-breaching Party may exercise any of its remedies provided under this Contract or at law, including immediate termination of this Contract.

15. Termination for Convenience: County may terminate this Contract, in whole or in part, for any reason, upon seven (7) days' advance written notice to Contractor.

16. Remedies for Non-Performance: If Contractor fails to perform any of its obligations under this Contract, County may, at its sole discretion, exercise one or more of the following remedies, which shall survive expiration or termination of this Contract:

a. Suspend Performance: County may require that Contractor suspend performance of all or any portion of the Work pending necessary corrective action specified by the County and without entitling Contractor to an increase in compensation or extension of the performance schedule. Contractor must promptly stop performance and incurring costs upon delivery of a notice of suspension by the County.

b. Withhold Payment Pending Corrections: County may permit Contractor to correct any rejected Work at the County's discretion. Upon County's request, Contractor must correct rejected work at Contractor's sole expense within the time frame established by the County. Upon completion of the corrections satisfactory to the County, County will remit payment to Contractor.

c. Deny Payment: County may deny payment for any Work that does not comply with the requirements of the Contract or that Contractor otherwise fails to provide or complete, as determined by the County in its sole discretion. Upon County request, Contractor will promptly refund any amounts prepaid by the County with respect to such non-compliant Work.

d. Removal: Upon County's request, Contractor will remove any of its employees or agents from performance of the Work, if County, in its sole discretion, deems any such person to be incompetent, careless, unsuitable, or otherwise unacceptable.

17. Binding Arbitration Prohibited: County does not agree to binding arbitration by any extra-judicial body or person.

18. Conflicts of Interest: Contractor must not engage in any business or personal activities or practices or maintain any relationships that conflict in any way with the full performance of Contractor's obligations.

19. Notices: All notices provided under this Contract must be in writing and sent by Certified U.S. Mail (Return Receipt Requested), electronic mail, or hand-delivery to the other Party's **Contact** at the address specified in the **Details Summary**. For certified mailings, notice periods will begin to run on the day after the postmarked date of mailing. For electronic mail or hand-delivery, notice periods will begin to run on the date of delivery.

20. Statutory Requirements: This Contract is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally, including but not limited to: C.R.S. § 38-26-107, which requires withholding funds where the County receives a claim for payment from a supplier or subcontractor of Contractor upon notice of final settlement (required for public works contracts that exceed \$150,000); C.R.S. § 8-17-101 et seq.; C.R.S. § 18-8-301, et seq.; and C.R.S. § 18-8-401, et seq.

21. Public Contracts for Services (C.R.S. §§ 8-17.5-101, et seq.): Contractor hereby certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and further certifies that it will confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract by participating in the E-Verify Program established under Pub. L. 104-28 or the department verification program established under C.R.S. § 8-17.5-102(5)(c). Contractor (i) shall not knowingly employ or contract with an illegal alien to perform work under this Contract; (ii) shall not enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract; (iii) has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in the E-Verify program or department program; (iv) is prohibited from using either the E-Verify program or department program procedures to undertake preemployment screening of job applicants while this Contract is being performed; and (v) shall comply with any reasonable request by the department made in the course of an investigation that the Colorado Department of Labor and Employment is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5). If Contractor obtains actual knowledge that a subcontractor performing work under this

Contract knowingly employs or contracts with an illegal alien, Contractor shall (a) notify the subcontractor and County within three (3) days that Contractor has actual knowledge that subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract if, within three (3) days of receiving notice hereunder, subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Contractor's violation of this provision will constitute a material breach of this Contract, entitling the County to terminate the contract for breach. If this Contract is so terminated, Contractor shall be liable for actual and consequential damages to the County.

22. Entire Agreement/Binding Effect/Amendments: This Contract represents the complete agreement between the Parties and is fully binding upon them and their successors, heirs, and assigns, if any. This Contract terminates any prior agreements, whether written or oral in whole or in part, between the Parties relating to the Work. This Contract may be amended only by a written agreement signed by both Parties.

23. Assignment/Subcontractors: This Contract may not be assigned or subcontracted by Contractor without the prior written consent of the County. If Contractor subcontracts any of its obligations under this Contract, Contractor will remain liable to the County for those obligations and will also be responsible for subcontractor's performance under, and compliance with, this Contract.

24. Governing Law/Venue: The laws of the State of Colorado govern the construction, interpretation, performance, and enforcement of this Contract. Any claim relating to this Contract or breach thereof may only be brought exclusively in the Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

25. Breach: The failure of either Party to exercise any of its rights under this Contract will not be deemed to be a waiver of such rights or a waiver of any breach of the Contract. All remedies available to a Party in this Contract are cumulative and in addition to every other remedy provided by law.

26. Severability: If any provision of this Contract becomes inoperable for any reason but the fundamental terms and conditions continue to be legal and enforceable, then the remainder of the Contract will continue to be operative and binding on the Parties.

27. Third-Party Beneficiary: Enforcement of the terms and conditions and all rights and obligations of this Contract are reserved to the Parties. Any other person receiving services or benefits under this Contract is an incidental beneficiary only and has no rights under this Contract. Notwithstanding, where the beneficiary **Department** is led by an Elected Official, such Elected Official shall be considered a third-party beneficiary.

28. Colorado Open Records Act: County may disclose any records that are subject to public release under the Colorado Open Records Act, C.R.S. § 24-72-101, et seq.

29. Conflict of Provisions: If there is any conflict between the terms of the main body of this Contract and the terms of any of the **Contract Documents**, the terms of the main body of the Contract will control.

30. Governmental Immunity: Nothing in this Contract shall be construed in any way to be a waiver of the County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

31. Representations and Warranties: Contractor represents and warrants the following:

- a. Execution of this Contract and performance thereof is within Contractor's duly authorized powers;
- b. The individual executing this Contract is authorized to do so by Contractor;
- c. Contractor is authorized to do business in the State of Colorado and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Work and the Contractor; and
- d. Contractor and its subcontractors, if any, are financially solvent, able to pay all debts as they mature, and have sufficient working capital to complete the Work and perform all obligations under the Contract.

32. Legal Compliance: Contractor assumes full responsibility for obtaining and maintaining any permits and licenses required to perform the Work. Contractor's performance under this Contract and the Work itself will comply with all Federal, State, and local laws, regulations, ordinances and codes.
33. Litigation Reporting: Contractor is not currently involved in any action before a court or other administrative decision-making body that could affect Contractor's ability to perform the Work. Contractor will promptly notify the County if Contractor is served with a pleading or other document in connection with any such action.
34. Tax Exemption: County is exempt from payment of Federal, State, and local government taxes. Contractor shall collect no tax from the County, and the County shall not be liable to pay any taxes imposed on Contractor. County shall provide its tax exemption status information to Contractor upon request.
35. Delegation of Authority: The Parties acknowledge that the Board of County Commissioners has delegated authority to the Department Head or Elected Official that leads the beneficiary **Department** and their designees to act on behalf of the County under the terms of this Contract, including but not limited to the authority to terminate this Contract.
36. Ownership of Work Product: All work product, property, data, documentation, information or materials conceived, discovered, developed or created by Contractor pursuant to this Contract ("Work Product") will be owned exclusively by the County. To the extent possible, any Work Product will be deemed to be a work made for hire. Contractor unconditionally and irrevocably transfers and assigns to the County all right, title and interest in and to any Work Product.
37. Publicity Releases: Contractor will not refer to this Contract or the County in commercial advertising without prior written consent of the County. This provision shall survive expiration or termination of this Contract.
38. Execution by Counterparts; Electronic Signatures: This Contract may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one agreement. The Parties approve the use of electronic signatures, governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24 71.3 101 to 121. The Parties will not deny the legal effect or enforceability of this Contract solely because it is in electronic form or because an electronic record was used in its creation. The Parties will not object to the admissibility of this Contract in the form of electronic record, or paper copy of an electronic document, or paper copy of a document bearing an electronic signature, because it is not in its original form or is not an original.
39. Limitation on Public Statements and Lobbying Activity. During the term of this Contract, Contractor may receive from the County its confidential data, work product, or other privileged or confidential information that is protected by law. To maintain the fact and appearance of absolute objectivity, Contractor shall not, without the prior written consent of the County, which shall not be unreasonably withheld, do any of the following: (a) disclose information obtained because of this contractual relationship to any third party; (b) lobby any State or Federal agency on any pending matter while this Contract is effective; or (c) make any public statements or appear at any time to give testimony at any public meeting on the subject matters regarding which Contractor is or was retained by the County. County may set reasonable conditions on any disclosure authorized by the County under this provision. Notwithstanding, Contractor may make disclosures as required by law, and to law enforcement officials in connection with any criminal justice investigation.
40. Sustainability: County encourages Contractor to consider the procurement and use of environmentally preferable products and services while performing services under this Contract. "Environmentally preferable purchasing" means making purchasing choices for products and services that have a lesser or reduced adverse effect on human health and the environment when compared with competing products and services that serve the same purpose. Environmentally preferable purchasing is consistent with the County's commitment to protecting our air, water, soil, and climate for current and future generations. County encourages Contractor to incorporate the following actions into Contractor's performance of the Work: environmentally preferable supplies and services; conservation of water; efficient energy use; waste prevention; reuse and recycle construction and de-construction materials in a manner that maximizes reuse of materials; sustainable transportation choices, including consideration to business communication software such as Skype alternative to air travel and public transit or carpooling for in-person

meetings; pollution prevention; low toxicity for public health & safety; and reduced emissions to address climate change.

41. Insurance Requirements: Prior to commencing the Work, Contractor will provide a Certificate of Insurance to the County demonstrating adequate insurance coverage as required by this paragraph. All policies evidencing coverage required by the Contract will be issued by insurance companies satisfactory to the County. Contractor will forward Certificates of Insurance directly to the **County Department** and **Contact** listed in the **Details Summary**.

a. For the entire duration of this Contract including any extended or renewed terms, and longer as may be required by this Contract, Contractor shall procure and maintain at its own expense, and without cost to the County, the following kinds and minimum amounts of insurance to insure the liability risks that Contractor has assumed under this Contract:

i. **Commercial General Liability**

Non-Construction contracts use the following language:

This coverage should be provided on an Occurrence Form, ISO CG001 or equivalent, with Minimum limits of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products Completed Operations Aggregate.

Construction Contracts only – include the following paragraph:

Coverage should be provided on an Occurrence form, ISO CG0001 or equivalent. The policy shall be endorsed to include Additional Insured Owners, Lessees or Contractors endorsements CG 2038 (or equivalent), Designated Construction Project(s) General Aggregate Endorsement CG2503 (or equivalent) and Additional Insured Completed Operations for Owners, Lessees or Contractors CG 2037 (or equivalent). Minimum limits required of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products/Completed Operations Aggregate. The County requires the Products/Completed Operations coverage to be provided 3 years after completion of construction. An endorsement must be included with the certificate.

ii. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of the Contract. Minimum limits \$1,000,000 Each Accident.

This coverage may not be required if Contractor is not using a vehicle as part of its performance under the contract. Contact Risk Management with any questions.

iii. **Workers' Compensation and Employer's Liability**

Workers' Compensation must be maintained with the statutory limits. Employer's Liability is required for minimum limits of \$100,000 Each Accident/\$500,000 Disease-Policy Limit/\$100,000 Disease-Each Employee.

This coverage may not be required if contractor is not mandated under State law to maintain this coverage. A waiver is available on the contracts routing website.

iv. **Umbrella / Excess Insurance**

Umbrella/Excess Liability insurance in the amount \$[X],000,000.00, following form.

This insurance is a broad, high-limit policy, which acts more than the underlying primary insurance policy. This coverage is designed to provide additional liability limits beyond the primary insurance limits and is triggered upon the underlying limits becoming exhausted. Umbrella / Excess insurance is most commonly required when an exposure to the County could potentially create liabilities in excess of the basic insurance limits. The most common limits for these policies range from \$2,000,000 to \$5,000,000.

Please consult with Risk Management if you feel this coverage should be required.

IN ADDITION TO THE ABOVE, ONE OR MORE OF THE FOLLOWING FOUR (4) INSURANCE COVERAGES MAY BE REQUIRED. CONTACT RISK MANAGEMENT IF YOU HAVE QUESTIONS ABOUT WHICH INSURANCE COVERAGE TO INCLUDE. DELETE THIS INSTRUCTION (AND ANY INAPPLICABLE INSURANCE PARAGRAPHS) WHEN FINALIZING THE CONTRACT:

v. **Professional Liability (Errors and Omissions)**

All contractors required to be professionally certified by the State of Colorado (i.e., architects, engineers, doctors, nurses, etc.) and/or any consultants whose errors in judgment, planning, design, etc. could result in economic loss to the County must provide proof of professional liability coverage. This also applies to anyone managing or overseeing construction.

Professional liability coverage with minimum limits of \$1,000,000 Per Loss and \$1,000,000 Aggregate. Professional Liability provisions indemnifying for loss and expense resulting from errors, omission, mistakes or malpractice is acceptable and may be written on a claims-made basis. The contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

vi. **Pollution Liability**

This coverage is required whenever work under the contract involves pollution risk to the environment or losses caused by pollution conditions (including asbestos) that may arise from the operations of the Contractor described in the Contractor's scope of services.

Coverage pay for those sums the Contractor becomes legally obligated to pay as damages because of Bodily Injury, Property Damage or environmental Damage arising out of a pollution incident caused by the Contractor's work including Completed Operations. Coverage shall include emergency response expenses, pollution liability during transportation (if applicable) and at Non-Owned Waste Disposal Site (if applicable). The Minimum limits required are \$1,000,000 Per Occurrence/Loss and \$1,000,000 Policy Aggregate. If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed. County shall be named as an additional insured for ongoing operations and completed operations.

vii. **Third Party Commercial Crime Insurance / Third Party Fidelity Bond**

Crime / Third Party Fidelity covers the contractor and the contractor's employees when engaged in work for a client on behalf of the County. This coverage is for employee dishonesty, theft, embezzlement, forgery and alteration. Coverage is required when the contractor will be handling money or collecting fees on behalf of the County or when the contractor has access to client's personal property and/or documentation

The Crime limit shall be \$1,000,000 Per Loss and include an endorsement for "Employee Theft of Client Property". In order to provide coverage to County during the course of this contract, Commercial Crime policies must be endorsed to cover Third Party Fidelity. Third party fidelity covers the vendor's employees when engaged in work for a client. In addition, the County will be listed as loss payee on the commercial crime coverage. This third-party coverage can also be provided by obtaining a third-party fidelity bond.

viii. **Privacy / Cyber Liability Insurance**

As a provider of a service which *may* require the knowledge and retention of personal identifiable information including but not limited to, names, dates of birth, social security numbers, usernames,

and passwords, and/or HIPAA sensitive personal information of clients served, the following minimum insurance limits are required:

Contractors with 10 or fewer County clients:	\$50,000
Contractors with 11 – 15 County clients:	\$500,000
Contractors with more than 25 County clients:	\$1,000,000

If the scope does not pertain to clients directly, contact Risk Management for appropriate language.

ix. **Sexual Abuse and Molestation Coverage**

As a provider of a service which has contact with individuals that are part of a sensitive population and are in a position of trust the following minimum insurance limits are required:

Contractors with 5 or fewer County clients:	\$100,000
Contractors with 6-10 County clients:	\$250,000
Contractors with 11-15 County clients:	\$500,000
Contractors with 16 or more County clients:	\$1,000,000

If the number of clients increases during the contract period, the required coverage limit will increase to correspond accordingly.

If the scope does not pertain to clients directly, contact Risk Management for appropriate language.

THE STATED INSURANCE LIMITS FOR ALL COVERAGES ARE MINIMUM AMOUNTS; DEPENDING ON THE CONTRACT, HIGHER LIMITS MAY BE REQUIRED OR ADVISABLE. CONTACT RISK MANAGEMENT IF YOU HAVE ANY QUESTIONS ABOUT MINIMUM LIMITS. DELETE THIS PARAGRAPH WHEN FINALIZING THE CONTRACT.

b. Boulder County as Additional Insured: Boulder County shall be named as an additional insured for General Liability, Umbrella/Excess Liability, and Pollution Liability, as designated in this Contract. Additional insured shall be endorsed to the policy.

THE ADDITIONAL INSURED WORDING SHOULD BE AS FOLLOWS: *County of Boulder, State of Colorado, a body corporate and politic, is named as Additional Insured.*

c. Notice of Cancellation: Each insurance policy required by this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days' prior written notice has been given to the County except when cancellation is for non-payment of premium, then ten (10) days' prior notice may be given. If any insurance company refuses to provide the required notice, Contractor or its insurance broker shall notify the County any cancellation, suspension, or nonrenewal of any insurance policy within seven (7) days of receipt of insurers' notification to that effect.

d. Insurance Obligations of County: County is not required to maintain or procure any insurance coverage beyond the coverage maintained by the County in its standard course of business. Any insurance obligations placed on the County in any of the **Contract Documents** shall be null and void.

e. Deductible: Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of Contractor.

f. Primacy of Coverage: Coverage required of Contractor and its subcontractors, if any, shall be primary over any insurance or self-insurance program carried by the County.

g. Subrogation Waiver: All insurance policies in any way related to this Contract secured or maintained by Contractor as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against County, its organizations, officers, agents, employees, and volunteers.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed and entered into this Contract as of the latter day and year indicated below.

SIGNED for and on behalf of Boulder County		SIGNED for and on behalf of Contractor	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	
<i>↓↓ For Board-signed documents only ↓↓</i>			
Attest:		<i>Initials</i>	
Attestor Name:			
Attestor Title:			

CONTRACTOR’S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statutes, § 8-17.5-101, et seq., as amended, as a prerequisite to entering into a contract for services with Boulder County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et seq., in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Company Name

Date

Name (Print or Type)

Signature

Title

Note: Registration for the E-Verify Program can be completed at: <https://e-verify.uscis.gov/enroll/>.