



**Boulder County Purchasing**  
**1325 Pearl Street**  
**Boulder, CO 80302**  
[purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org)

**INVITATION TO BID**  
**COVER PAGE**

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BID Number: **7233-21**

BID Title: Communication Center ATS Replacement

Optional Pre-Bid Meeting: May 13, 2021 – 10:00 a.m.  
Location: 3280 Airport Road  
Boulder, CO 80301

**BY APPOINTMENT ONLY**

Email [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org)  
if you plan to attend. Attendance will not be permitted without an appointment.  
See safety guidelines on the next page.

BID Questions Due: May 17, 2021 – 2:00 p.m. MDT

Submittal Due Date: May 21, 2021 – 2:00 p.m. MDT

Email Address: [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org)

Documents included in this package:

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



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## **INSTRUCTIONS**

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### **1. Purpose/Background**

Boulder County Public Works, Building Services Division, is looking for quality bids for new Eaton Cutler Hammer Electrical Equipment, Switch Gear. No substitutes will be excepted. The purpose of this bid is to replace aging, transfer switch gear and components. This bid is for material only, installation will be performed by Boulder County Public Works Team. (Please itemize the Acceptance testing portion of this bid).

### **2. Optional Pre-Bid Meeting**

**Interested Parties must contact the Boulder County Purchasing Department at [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org) by 4:30 p.m., May 12, 2021, to reserve a place at the pre-bid meeting. Reserved spaces will be on a first-come, first-serve basis.** The meeting will be held the next day as stated on the cover page.

Boulder County adheres to the Colorado State Department of Public Health & Environment Guidelines as related to the COVID-19 pandemic, therefore, a limit of only twenty-five (25) people may attend a meeting. For the safety of all potential bidders attending and staff, if you have recently been in close contact with anyone who has contracted COVID-19 or are experiencing symptoms, please refrain from attending.

Additional requirements are as follows:

- a. Information will not change hands. No documents, writing instruments, business cards, sign in sheets, etc.
- b. All participants are required to wear face coverings.
- c. All participants are required to maintain at least six (6) feet of physical distancing at all times.
- d. Participants will be allowed to take photos or videos of the site in order to review or reference for bid submission.

*Please note that the County may reschedule the Pre-BID meeting, terminate or modify the process at any time due to changing circumstances related to the current COVID-19 pandemic.*

The County representative will remain onsite for the duration of the site visit and leave only after the interested party representatives have left the site. Access without County supervision is strictly prohibited.

### **3. Written Inquiries**

All inquiries regarding this BID will be submitted via email to the Boulder County Purchasing Office at [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org) on or before 2:00 p.m. **May 17, 2021**. A response from the county to all inquiries will be posted and sent via email no later than **May 19, 2021**.

**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 email box only, listed below, for time and date recording on or before **2:00 p.m. Mountain Time on May 21, 2021**. A bid opening will be conducted at 3:00 p.m. via email by sending a copy of the bid tab to all who have submitted a bid.

**Please note that email responses to this solicitation are limited to a maximum of 50MB capacity.**

**NO ZIP FILES OR LINKS TO EXTERNAL SITES WILL BE ACCEPTED. THIS INCLUDES GOOGLE DOCS AND SIMILAR SITES. ALL SUBMITTALS MUST BE RECEIVED AS AN ATTACHMENT (E.G. PDF, WORD, EXCEL).**

**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](mailto:purchasing@bouldercounty.org); identified as **BID # 7233-21** in the subject line.

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**

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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 Purchasing email address 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**

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### **PROJECT SUMMARY**

Eaton will provide Pow-R-Line Xpert Switchboard, Front Access/ Front and Rear Align, Type 3R (nonwalk-in) Flat Roof, 480Y/277V 3-Phase 4-Wire, 2000 Aluminum, Minimum Interrupting Rating: 65kA, Bus Bracing Rating: 65kA, Depth: 48 In.

Eaton will provide acceptance testing of the gear to extend the factory 1-year warranty for an additional year for total of 2 years.

### **EQUIPMENT BILL OF MATERIAL**

#### **Qty List of Materials**

- 1 Pow-R-Line Xpert, 30 Cycle
- 3 Type 3R (nonwalk-in) Flat Roof
- 1 2000 Amp AL Distribution Structure
- 1 11X Compartment W/ Door
- 2 Shunt Trip (110-240VAC)
- 3 Nameplate
- 1 ATC-900 ATO Scheme wired in DNT
- 1 Structure 3 to be two individually mounted PD5 Breakers, bottom incoming
- 1 Chassis in structure 3 to be 22X to fit ATC 900 controls above
- 3 Heater Package - (CPT, heater, thermostat, fused disconnect)
- 3 Steel mesh filters behind the N3R louvers
- 3 Seismic Freestanding Label (IBC/CBC Seismic Qualified)
- 1 2000 Amp AL Feeder Structure
- 2 Shunt Trip (100-127Vac/Vdc)
- 2 Auxiliary Switch, 4A/4B
- 2 Electrically Operated Breaker Control Assembly
- 1 2000 Amp AL Bussed Transition Structure
- 2 800A, 3P Frame 5 Branch Breaker, [1200A Frame], Trip 800 A, PXR20 LSI w/ ARMS, (4) 4/0-500 kcmil, Mechanical
- 1 800A 3P Magnum DS Brkr MDS-608 [Drawout-Electric], Feeder Breaker - Top Ind Mtd, Trip 800 A, Digitrip 520MC LSI, (3) 500-750 kcmil, Mechanical, Bottom
- 1 800A 3P Magnum DS Brkr MDS-608 [Drawout-Electric], Feeder Breaker -

Bottom Ind Mtd, Trip 800 A, Digitrip 520MC LSI, (3) 500-750 kcmil,

### **SCOPE OF WORK**

Eaton Corporation will provide the necessary field service personnel, tools, materials and approved test equipment to perform the scope of work as described herein.

Eaton will provide factory acceptance testing and provide 1 year off additional warranty

### **COMPLETION**

Upon completion of the project, Eaton will:

- Furnish a comprehensive engineering report including findings, test data, and recommendations
- Provide CAD As-Builts drawings.
- Provide Operation and Maintenance Manuals.

### **DELIVERY**

Equipment will be delivered to site with a 14-week lead time upon final drawing approval. The scheduling of work will be mutually agreed upon between the customer and Eaton's Electrical Engineering Services & Systems. Please allow two weeks for scheduling purposes.

### **ORDER ENTRY**

Eaton Corporation  
8022 Southpark Circle, Suite 300  
Littleton, CO 80120  
Attn: Nicole Shrader,  
Email: NicoleLShrader@Eaton.com  
Phone: (303) 738-2360

### **QUALIFICATIONS / CLARIFICATIONS**

- All work to be completed at straight time, Monday through Friday except for scheduled outages as defined in our proposal.
- Minor repairs and adjustments taking a minimal amount of time will be included in our base price. If additional time or material is required, it will be charged as an extra.
- Any significant delays due to adverse weather will result in additional charges.
- If straight time work is required to be performed on an overtime basis, Customer will be billed the difference between the straight time and overtime rate.
- Stand-by power needs, if deemed necessary, are not included.

Applicable fees for outage related costs including stand-by and re-connect services are not included.

- Eaton will correct minor deficiencies. Minor deficiencies are those that require no special tools, parts, etc. and take a minimal amount of time to perform. Repair labor beyond this, and all material, will be considered as extra.
- Method of procedure (MOP) development or meeting time not outlined in the scope of work will be treated as an extra.
- Replacement parts and additional labor required to perform any repairs necessary for proper operation of your equipment will be accomplished exclusively at your written direction and authorization.
- Delays beyond the control of Eaton, extras and authorized additional work will be charged in accordance with the Eaton's Electrical Engineering Services & Systems 2017 Price List



PL02700001E.

- Delay time: If Eaton arrives onsite to perform scheduled work and the work is cancelled, Eaton will charge for four (4) hours minimum per person, plus travel expenses if no replacement work can be scheduled. If sufficient notice (72 hours) is given to Eaton when canceling scheduled work, no additional charge will apply.

#### **TESTING CLARIFICATIONS:**

- All testing will be performed by Eaton's Electrical Engineering Services & Systems (EESS) per Eaton's standard testing guidelines unless otherwise specified. An additional year of warranty shall be provided upon completion of electrical testing by Eaton to all Eaton provided equipment.
- All test results will be evaluated in accordance with manufacturer's published data.
- The isolation of cables for testing will be completed by opening the line and load devices only. No unbolting of cables for isolation has been included.

#### **SAFETY TRAINING OF EATON FIELD PERSONNEL:**

- All Eaton field personnel received training to comply with OSHA CFR1910 Electrical Safety Standard, which sets minimum safety rules and practices for the design, operation, and maintenance of high-voltage systems (over 600 volts). Safety standards are in place to meet or exceed NFPA 70E requirements, and appropriate Personal Protective Equipment (PPE) have been issued.
- The customer is responsible to ensure that any supporting plant personnel have also be fully trained in electrical safety and provided with the appropriate personnel protective equipment.

#### **SAFETY ARC-FLASH PROVISIONAL STATEMENT:**

The customer supplied Arc-Flash study along with their labeled equipment to meet NFPA requirements will be used to determine the Personal Protective Equipment (PPE) required to perform the work required for this proposal. When a current study and labeling is not available, the time required to determine the proper PPE will be at the current rate per hour, unless included within the Eaton scope of work. Eaton will not perform work activities in situations where the proper level of PPE is not practical. At no time will work be performed when the arc-flash exposure levels are above 40 cal/cm<sup>2</sup>.

#### **DIVISION OF RESPONSIBILITY**

##### *Eaton Responsibilities:*

- Eaton will perform necessary adjustments, which are required to bring equipment to satisfactory operating condition, or review these with you prior to commencement of any additional work.
- Eaton will obtain authorization in advance before performing any additional work. In these cases, Eaton will provide services on a time and material basis. Eaton will provide a listing of all applicable skills classifications that apply to the execution of this contract, and identify the hourly rates (both straight time and overtime) that will apply for the duration of the contract.
- Eaton will also indicate escalation if applicable and, in addition, provide a definition of when overtime rates apply.
- Eaton will provide you with a minimum notice of 72 hours of intent to service any equipment. Eaton shall furnish test engineers, field technicians, support personnel, tools, equipment, materials, supplies and transportation as required.
- Eaton will provide and install safety locks, as required, and in accordance with the facility safety guidelines.
- Eaton will perform voltage test and install necessary circuit / equipment safety grounds to assure safe working conditions

Upon completion of work:

- 1) Eaton will remove safety grounds installed by Eaton
- 2) Eaton will remove safety locks installed by Eaton.

*Customer Will Be Responsible For The Following:*

- Providing free access to equipment within their facility.
- Ensuring that all equipment is available upon arrival of Eaton personnel, including removal from service to permit continuous progression of work. Delay time in making equipment available will be treated as an extra.
- Identifying site contact for this project.
- Providing electricians to remove equipment covers and re-install the same when required.
- Coordinating all outages and perform all switching to de-energize and isolate equipment to be serviced.
- Ensuring that all circuits to be de-energized have been clearly identified and that all plant personnel and downstream operations are aware of the required outage date, time and duration. This includes maintaining power to vital or necessary plant equipment and processes during the performance of this scope of work.
- Providing a copy of the past maintenance records to Eaton personnel.
- Providing manufacturers maintenance manuals upon arrival of Field Engineer/s.
- Supplying a complete set of electrical plans, including the plant single-line diagram, specifications, and any pertinent change orders to Eaton before commencement of work.
- Supply a suitable and stable source of power for operation of test and motorized equipment at each test site when normal power is removed or authorize Eaton to obtain a source of auxiliary power, Eaton shall specify requirements. Any non-standard generators rentals will result in a price adder to this proposal.
- Providing a place to receive and unload replacement equipment, test equipment or other supplies.
- Providing special tools supplied by equipment manufacturers.

**WHY EATON FOR THIS PROJECT:**

- Eaton field personnel have years of experience with low, medium, and high voltage electrical distribution equipment and have been factory trained at the Eaton Distribution Equipment Manufacturing Facilities and obtained outside training on other competitors' equipment.
- Eaton maintains a fully functional and operational remote monitoring center, which can be incorporated as part of the solutions to improve your overall electrical system reliability.
- Eaton has access to the engineering departments who currently design electrical equipment.
- Eaton has the following in-house technical support available to the specification engineer:
  - Environmental-Health and Safety personnel
  - Factory design engineers
  - Power Systems Engineers
  - Quality and Standards Engineers
- Eaton test equipment is state of the art and calibrated yearly.
- Emergency Service available 24 hours per day, 365 days per year.

**PROPRIETARY AND CONFIDENTIAL INFORMATION**

This submittal contains Eaton proprietary and confidential information, which may only be used by the Boulder County to evaluate and respond to this submittal. By accepting this submittal from Eaton, Boulder County agrees to not use this submittal, or any information contained herein, in any manner adverse to Eaton's interests; to keep in confidence the submittal and all information

contained; and to not disclose to any third party or publish this submittal, any portion thereof, or any information contained herein without Eaton's prior written consent.

**TERMS AND CONDITIONS**

Any order arising out of this offer will be governed by the conditions contained in Eaton Selling Policy 25-000 effective November 1, 2017. Taxes, if applicable, not included. This offer is valid for 30 days unless otherwise extended, modified or withdrawn, in writing, by Eaton. Payments are due and payable net within thirty (30) days from the date of each invoice.

Please reference Proposal number DNK1200416-01DDM on any purchase order issued in response to this proposal.

It is a privilege to have this opportunity to be of service. It is a privilege to have this opportunity to be of service. If there are any further questions or needs, please contact me at (720) 470-3479. Eaton's Electrical Engineering Services & Systems looks forward to working with Boulder County on this project.

# Detail Bill of Material

**Project Name:** Boulder County Communication Center

**Negotiation No:** DN110324X0K1

**General Order No: Alternate No: 0004**

Item No.	Qty	Product	Description
	1	Switchboards	Pow-R-Line Xpert Switchboard, Front Access/ Front and Rear Align, Type 3R (nonwalk-in) Flat Roof, 480Y/277V 3-Phase 4-Wire, 2000 Aluminum, Minimum Interrupting Rating: 65kA. Bus Bracing Rating: 65kA. Depth: 48 In

**Designation** PRLX - Rearrange sections - No bypass - Blank tran

**Qty List of Materials**

- 1 Pow-R-Line Xpert, 30 Cycle
- 3 Type 3R (nonwalk-in) Flat Roof
- 1 2000 Amp AL Distribution Structure
- 1 11X Compartment W/ Door
- 2 Shunt Trip (110-240VAC)
- 3 Nameplate
- 1 ATC-900 ATO Scheme wired in DNT
- 1 Structure 3 to be two individually mounted PD5 Breakers, bottom incoming
- 1 Chassis in structure 3 to be 22X to fit ATC 900 controls above
- 3 Heater Package - (CPT, heater, thermostat, fused disconnect)
- 3 steel mesh filters behind the N3R louvers
- 3 Seismic Freestanding Label (IBC/CBC Seismic Qualified)
- 1 2000 Amp AL Feeder Structure
- 2 Shunt Trip (100-127Vac/Vdc)
- 2 Auxiliary Switch, 4A/4B
- 2 Electrically Operated Breaker Control Assembly
- 1 2000 Amp AL Bussed Transition Structure
- 2 800A, 3P Frame 5 Branch Breaker, [1200A Frame], Trip 800 A, PXR20 LSI w/ ARMS, (4) 4/0-500 kcmil, Mechanical
- 1 800A 3P Magnum DS Brkr MDS-608 [Drawout-Electric], Feeder Breaker - Top Ind Mtd, Trip 800 A, Digitrip 520MC LSI, (3) 500-750 kcmil, Mechanical, Bottom
- 1 800A 3P Magnum DS Brkr MDS-608 [Drawout-Electric], Feeder Breaker - Bottom Ind Mtd, Trip 800 A, Digitrip 520MC LSI, (3)

500-750 kcmil, Mechanical,  
Bottom

**Eaton Selling Policy 25-000 applies.**

**All orders must be released for manufacture within 90 days of date of order entry. If approval drawings are required, drawings must be returned approved for release within 60 days of mailing. If drawings are not returned accordingly, and/or if shipment is delayed for any reason, the price of the order will increase by 1.0% per month or fraction thereof for the time the shipment is delayed.**

**Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.**

### Switchboard General Information

**Pow-R-Line Xpert - Specifications**

Quantity: 1

Alignment: Front Access/ Front and Rear Align

Service: 480Y/277V 3-Phase 4-Wire

Minimum Interrupt Rating: 65 kA

**Bus Specifications**

Bus Amps: 2000

Bus Bracing Rating: 65kA

Neutral Amps: 2000

Bus Material: Aluminum

Heat Test

Ground Bus Material: Aluminum Ground Bus Bolted To Frame, (1)

#6-350 kcmil Ground Lug

**Incoming Information**

Incoming Entry: Bottom

Incoming Location: Left

Incoming Qty & Size: None

**Structure Specifications**

Non Service Entrance

Enclosure Type: Type 3R (nonwalk-in) Flat Roof

Enclosure: Outdoor Enlosure Configuration Per Euserc Dwg 354

Seismic Label (IBC/CBC Seismic Qualified) - Freestanding

Refer to seismic installation data sheet TD01508002E

and drawing 1A32497 for details.

Heater package - ( CPT, heater, thermostat, fused disconnect)

**Special Notes**

Qty Description

Catalog Number

1 ATC-900 ATO Scheme wired in DNT

CN40505

1 Structure 3 to be two individually mounted PD5 Breakers, bottom incoming

CN247837

1 Chassis in structure 3 to be 22X to fit ATC 900 controls above

CN165428

3 steel mesh filters behind the N3R louvers

CN80193

**Enclosure properties**

Struct #

Description/Modifications

1

Two individually mounted feeder BREAKERS (3000A max) (Feeder Structure)

2

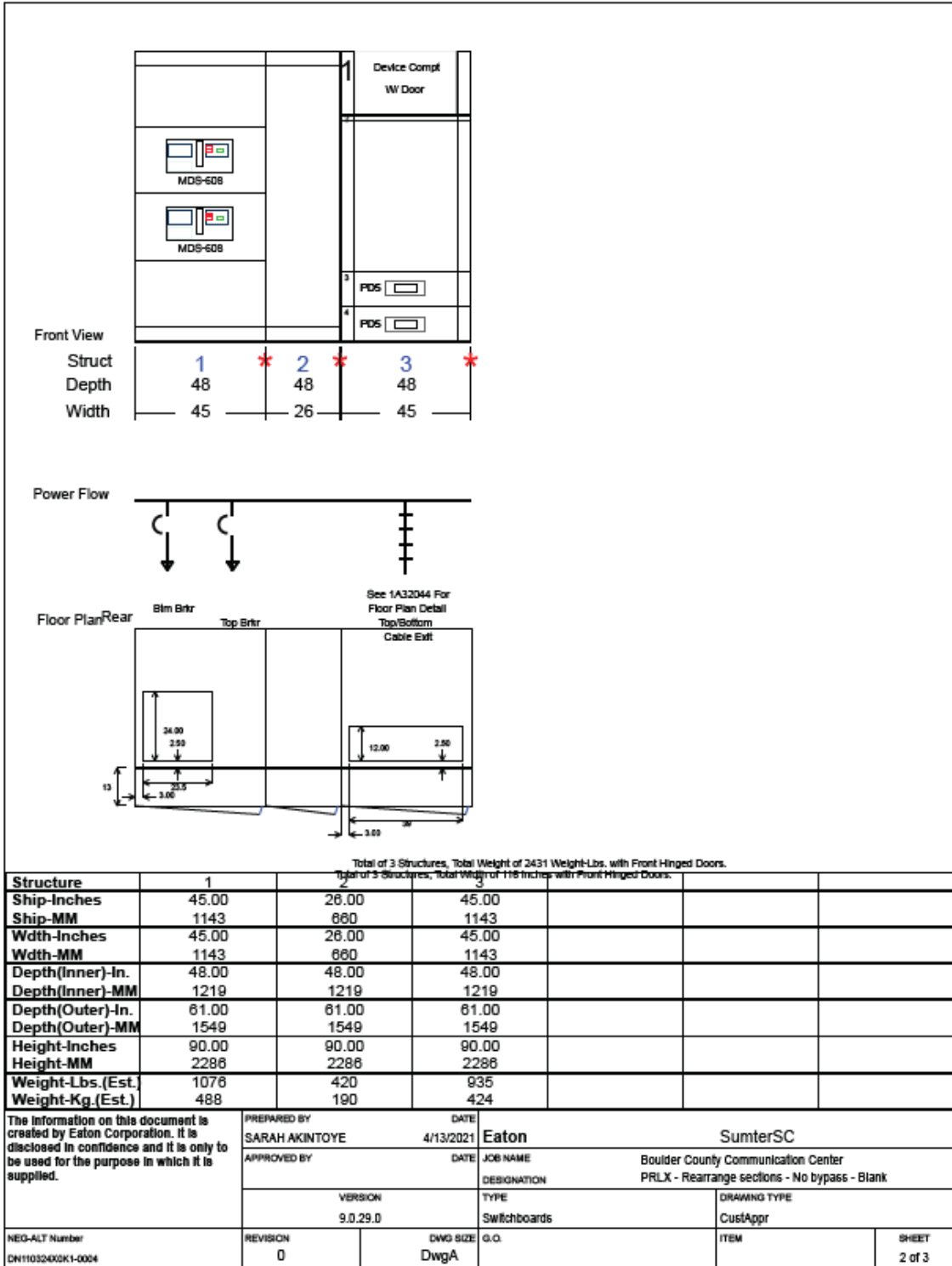
Bussed transition structure (cable wireway, meters, ATS mtg, etc.) (Auxiliary Structure)

3

50x chassis mounted feeders (Feeder Structure)

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PREPARED BY SARAH AKINTOYE	DATE 4/13/2021	<b>Eaton</b>		SumterSC	
APPROVED BY	DATE	JOB NAME Boulder County Communication Center	DESIGNATION PRLX - Rearrange sections - No bypass - Blank		
VERSION 9.0.29.0		TYPE Switchboards		DRAWING TYPE CustAppr	
NEG-ALT Number DN110324X0K1-0004	REVISION 0	DWG SIZE DwgA	G.O.	ITEM	SHEET 1 of 3



### Switchboard Units Information

Str#	Unit	Description/Modifications	Nameplate
1		Feeder Breaker - Top Ind Mtd-800A 3P Magnum DS Brkr MDS-608 [Drawout-Electric], Feeder Breaker - Top Ind Mtd, Trip 800A., Digitrip 520MC LSI, 100 % rated ARMS Operation - Local using breaker interface Terminals, Mechanical, (3) 500-750 kcmil, Bottom Shunt Trip: 100-127Vac/Vdc Auxiliary Switch: 4A/4B Control switch w/ indicating lights for electrically operated breaker Feeder Breaker - Bottom Ind Mtd-800A 3P Magnum DS Brkr MDS-608 [Drawout-Electric], Feeder Breaker - Bottom Ind Mtd, Trip 800A., Digitrip 520MC LSI, 100 % rated ARMS Operation - Local using breaker interface Terminals, Mechanical, (3) 500-750 kcmil, Bottom Shunt Trip: 100-127Vac/Vdc Auxiliary Switch: 4A/4B Control switch w/ indicating lights for electrically operated breaker	
2			
3			
	1	11X Compartment W/ Door	
	2	Blank Cover -1 X	
	3	Feeder Breaker - Chassis Mtd-800A, 3P Frame 5 Branch Breaker, [1200A Frame], Trip 800A., PXR20 LSI w/ ARMS, LSI + ARMS ARMS Operation - Local using breaker interface Terminals, Mechanical, (4) 4/0-500 kcmil Shunt Trip: 110-240VAC Neutral Terminal, (4) #4-500 kcmil	
	4	Feeder Breaker - Chassis Mtd-800A, 3P Frame 5 Branch Breaker, [1200A Frame], Trip 800A., PXR20 LSI w/ ARMS, LSI + ARMS ARMS Operation - Local using breaker interface Terminals, Mechanical, (4) 4/0-500 kcmil Shunt Trip: 110-240VAC Neutral Terminal, (4) #4-500 kcmil	

The information on this document is created by Eaton Corporation. It is disclosed in confidence and it is only to be used for the purpose in which it is supplied.	PREPARED BY SARAH AKINTOYE	DATE 4/13/2021	<b>Eaton</b>			SumterSC
	APPROVED BY	DATE	JOB NAME Boulder County Communication Center		PRLX - Rearrange sections - No bypass - Blank	
	VERSION 9.0.29.0	TYPE Switchboards	DRAWING TYPE CustAppr			
NEG-ALT Number DN11032402K1-0004	REVISION 0	DWG SIZE DwgA	G.O.	ITEM	SHEET 3 of 3	



## Transfer Switches – Low Voltage

Low-Voltage Transfer Switches, covered by this guideline, are comprised of Eaton Corporation Contactor Based, Breaker-Based and Magnum Based Designs. Other manufacturers of similar type and size are covered by this guideline as well.

Eaton Corporation has identified that warranty-related costs may be associated with improper site testing by groups which are not factory trained. Eaton Corporation offers a Standard 2-Year Warranty on Eaton Corporation products, when all engineering studies and acceptance testing is completed by Eaton's Electrical Engineering Services & Systems (EESS).

The following guideline provides EESS "Accepted Standards" for performing site testing services as recommended by the manufacturer. These guidelines do not cover all details, variations, or combinations of the equipment, its installation, checkout, and safe operation. Care must be exercised to comply with local, state, and national regulations, as well as safety practices for this class of equipment.

Consult specific instruction manuals and drawings for detailed installation and operating procedures. Transfer Switches should be installed, operated, and maintained by qualified personnel as defined by OSHA.

### **DO NOT ATTEMPT TO INSTALL OR WORK ON EQUIPMENT WHILE IT IS ENERGIZED**



Always verify that no voltage is present before proceeding with testing. Assume all circuits are energized. Confirm primary sources of power are disconnected, tagged, and locked out. Always follow all local, state, and national regulations including OSHA requirements and generally accepted safety procedures.

For a complete list of Instruction Leaflets (IL's) and Instruction Bulletins (IB's), access the Eaton Corporation website at [www.eaton.com/electrical](http://www.eaton.com/electrical).

## Site Acceptance Testing & Start-up Guideline

### Transfer Switches – Low Voltage

January 2015

#### Electrical Engineering Services & Systems 2

##### **PART 1 SITE ACCEPTANCE TESTING**

- **MECHANICAL AND VISUAL INSPECTION**
  - Examine controller and accessories for:
    - Shipped loose and shipped short components
    - Shipping damage
    - Loose or obviously damaged components
    - Proper identification
    - Physical damage from installation
    - Alignment, dents, scratches, fit, and missing hardware
  - Inspect:
    - All connections for tightness
    - Potential transformers for proper rating, polarity and wiring for all power sources
    - For multi-tap potential transformers check that connections match applied system voltage
  - Perform the mechanical and visual inspections in the appropriate Site Acceptance Testing & Start-up Guideline for circuit breaker and contactor components.
- **ELECTRICAL AND FUNCTION TESTS**
  - Verifying equipment is ready for electrical testing:
    - Remove and account for all test equipment, jumper wires, and tools used during installation
    - Replace all barriers and covers
  - Simulate control power to the Automatic Transfer Controller (ATC)
  - Program settings per manufacturer's instructions and setting provided by the owner to configure the ATC (Note: Customer to provide settings prior to commencement of acceptance testing. Additional charges will apply to install settings after testing is complete.)
  - Apply simulated source voltages to the ATC
  - Insure that all operational LED indicators on the front of the display are as described in the IB for the system conditions
  - Perform a functional test of the manual operation
  - Perform a functional test of the Engine start contact using the test button on the front of the controller
  - Perform a functional test of the automatic transfer switch in accordance with the specific ATC instruction book.
- **AFTER TESTING**

- Final Inspection:
  - Verify that the equipment is thoroughly clean. Notify the customer if the equipment is not clean.
  - Remove and account for all test equipment, jumper wires, and tools used during testing
  - Remove and account for safety grounds and tools
  - Replace all barriers and covers, close all doors, and secure all latches
- Record as left trip unit settings and compare to as found settings or coordination study settings (as applicable)
- Record counter as left value (as applicable)
- Finish recording data on the EESS data form, completely filling in all the appropriate blocks
- Note corrective actions taken, deficiencies and recommendations, and any general comments

### Electrical Engineering Services & Systems 3

- 4 Apply an EESS test sticker to the equipment
- 5 Review and organize all test results and forms
- 6 Contact a customer representative to report results and follow-up actions
- 7 Write and submit a formal report

### **PART 2 ADDITIONAL SITE SERVICES**

- **STARTUP AND ENERGIZING SERVICES (TIME AND MATERIAL SERVICES)**
  - Initial energization on-site support
  - Electrical and Function Tests with Normal Power Sources connected
    - Develop a test plan that verifies that the ATC and automatic transfer system perform as designed
    - Before energizing:
      - Remove and account for all test equipment, jumper wires, and tools used during installation
      - Ensure all barriers and covers are in place
    - Measure the control power voltage from each source prior to applying control voltage to the ATC
    - Measure sources 1 and 2 voltages and phasing prior to applying source voltage to the ATC
    - Apply source voltages to the ATC
    - Ensure that all operational LED indicators on the front of the display are as described in the IB for the system conditions
    - Perform a functional test of the automatic transfer system
    - Perform a functional test of the manual operation
    - Perform a functional test of the Engine test using the test button on the front of the controller (if applicable)
  - Perform a utility outage test

## Low Voltage Power Circuit Breaker

Low-Voltage Power Circuit Breakers, covered by this guideline, are comprised of Eaton Corporation Type Magnum DS, DS, DSII and NRX Circuit Breakers mounted in Switchgear, Switchboards, Low Voltage Motor Control Centers, and other enclosures. Other manufacturers of similar type and size are covered by this guideline as well.

Eaton Corporation has identified that warranty-related costs may be associated with improper site testing by groups which are not factory trained. Eaton Corporation offers a Standard 2-Year Warranty on Eaton Corporation products, when all engineering studies and acceptance testing is completed by Eaton's Electrical Engineering Services & Systems (EESS).

The following guideline provides EESS "Accepted Standards" for performing site testing services as recommended by the manufacturer. These guidelines do not cover all details, variations, or combinations of the equipment, its installation, checkout, and safe operation. Care must be exercised to comply with local, state, and national regulations, as well as safety practices for this class of equipment.

Consult specific instruction manuals and drawings for detailed installation and operating procedures. Low Voltage Power Circuit Breakers should be installed, operated, and maintained by qualified personnel as defined by OSHA.

### **DO NOT ATTEMPT TO INSTALL OR WORK ON EQUIPMENT WHILE IT IS ENERGIZED**



Always verify that no voltage is present before proceeding with testing. Assume all circuits are energized. Confirm primary sources of power are disconnected, tagged, and locked out. Always follow all local, state, and national regulations including OSHA requirements and generally accepted safety procedures.

For a complete list of Instruction Leaflets (IL's) and Instruction Bulletins (IB's), access the Eaton Corporation website at [www.eaton.com/electrical](http://www.eaton.com/electrical).

# Site Acceptance Testing & Start-up Guideline

## Low Voltage Power Circuit Breaker

January 2015

### Electrical Engineering Services & Systems 2

#### PART 1 SITE ACCEPTANCE TESTING

- MECHANICAL AND VISUAL INSPECTION
  - Examine breaker for:
    - Shipping damage and status of the tip over indicator
    - Loose or obviously damaged components
    - Application with the cell
    - Compliance to drawings
  - Inspect
    - Primary leads, insulators, current transformer mounting and terminations, and secondary disconnects
    - Trip unit mounting and connectors
    - Frame condition
    - Mechanical and safety interlocks
    - Ground contact
    - Neutral current transformer polarity, connections and mounting (as applicable)
    - Inspect arc chutes for cracks and defects.
    - With the breaker open:
      - Inspect the condition of the main and arcing contacts
      - Inspect insulating links/push rods and interphase barriers for cracks and defects.
    - With the breaker closed:
      - Inspect main contact engagement
      - Inspect arcing contact engagement
  - Verify the manual operation of the breaker:
    - Charge closing spring using manual charge handle
    - Close breaker manually
    - Trip breaker manually
    - Mechanical interlocks
  - Rack the breaker into the cell ("Test Position" as applicable) and check for binding or hesitation and the movement of the breaker position indicator (if applicable).
  - Verify the proper operation of all breaker/cell accessories, auxiliary switches, cell MOC and TOC switches, and key interlocks (as applicable).
  - Verify the proper operation of all breaker /cell safety interlocks (if applicable):
    - Closed breaker insertion/withdrawal interlock
    - Stored energy removal interlock
    - Breaker/cell rating code interlock
  - Verify proper operation of all status indicators (as applicable)
- FUNCTIONAL TESTS WITH BREAKER IN CELL
  - Verify manual operation of breaker
  - Verify the electrical operation of each breaker (as applicable)
- ELECTRICAL TESTS
  - Test the insulation resistance on each pole, phase-to-phase and phase-to-ground with the circuit breaker closed.

- Test the insulation resistance across each pole, with the circuit breaker open.
- Measure contact resistance using a digital low-resistance ohmmeter.

## Electrical Engineering Services & Systems

Test limiter resistance (as applicable)

Trip Unit Tests

- Program trip unit settings per manufacturer's instructions and in accordance with settings provided by the owner or approved coordination study device setting table (Note: The customer is to provide settings prior to commencement of site acceptance testing. Additional charges will apply to install settings after testing is complete). Otherwise test on default / minimum settings.
  - Check status of rating plug mounted battery (as applicable)
  - Verify all functions of the trip unit utilizing the manufacturer's specified trip unit test device and record results
  - Reset trip flags and restore all settings changed during testing
- **AFTER TESTING**
    - Final Inspection:
      - Confirm the equipment is thoroughly clean. Notify the customer if the equipment is not clean.
      - Remove and account for all test equipment, jumper wires, and tools used during testing
      - Remove and account for safety grounds and tools
      - Replace all barriers and covers, close all doors, and secure all latches
    - Record as left trip unit settings and compare to as found settings or coordination study settings (as applicable)
    - Record operations counter as left value (as applicable)
    - Finish recording data on the EESS data form, completely filling in all the appropriate blocks
    - Note corrective actions taken, deficiencies and recommendations, and any general comments.
    - Apply an EESS test sticker to the equipment
    - Review and organize all test results and forms
    - Contact a customer representative to report results and follow-up actions
    - Write and submit a formal report

## PART 2 ADDITIONAL SITE SERVICES

- **STARTUP AND ENERGIZING SERVICES (TIME AND MATERIAL SERVICES)**
  - Initial energization on-site support
  - Functional Tests
    - Verify control power for close and trip functions (if applicable)
    - Verify the electrical operation of each electrically operated breaker (if applicable)
      - Perform trip and close tests
    - Verify operation of the breaker from local switches or terminal blocks
- **OPTIONAL SITE ACCEPTANCE TESTS**
  - Verify the proper operation of any automatic or remote control schemes, protective relays, and lock-out (86) devices which are integral to the breaker control circuit

- Verify all functions of the trip unit by means of primary current injection and record results.
- Perform an individual pole resistance test (millivolt drop)



**Boulder County Purchasing**  
**1325 Pearl Street**  
**Boulder, CO 80302**  
[purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org)

## **INSURANCE AND W-9 REQUIREMENTS**

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### **INSURANCE REQUIREMENTS**

#### **Commercial General Liability**

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.

#### **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.

#### **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.

**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 Insureds.*

**\*In regards to General Liability, Umbrella/Excess Liability, and Pollution Liability:**

**If any or all of these coverages are required above, additional insured status will be required at the time a contract is executed.**

**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. You are NOT required to include additional insured status until the time a contract is executed.**

**If you require a waiver of insurance requirements you may request one in your response with an explanation.**



**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](mailto: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. Boulder County will review all contractor evaluation forms from previous County projects.
	Insurance Certificate
	W-9
	Signature Page
	Addendum Acknowledgement(s) (If Applicable)



**Boulder County Purchasing**  
**1325 Pearl Street**  
**Boulder, CO 80302**  
[purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org)

**BID TAB**

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SWITCHBOARDS AND LOAD TRANSFER EQUIPMENT	LUMP SUM BID	\$ _____
OPTION A – Acceptance Testing		\$ _____



**Boulder County Purchasing**  
**1325 Pearl Street**  
**Boulder, CO 80302**  
[purchasing@bouldercounty.org](mailto: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

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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 20<sup>th</sup> 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.

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