



ADDENDUM 1

PROJECT NAME: Public Safety Tech Center Chiller Replacement

DATE: May 9, 2025

PROJECT NO: 35-00333

This addendum is separated into sections for convenience; however, all respondents, bidders, contractors, subcontractors, material men, and other parties must be responsible for reading the entire addendum. The failure to list an item or items in all affected sections of this addendum does not relieve any party affected from performing as per instructions, providing that the information is set forth one time any place in this addendum. These documents will be attached to and will become part of the Contract Documents for this project. The respondent/bidder is required to acknowledge the receipt of this addendum.

GENERAL:

1. The following changes and/or additions to the Contract Documents, via this addendum, must apply to proposals made for and to the execution of the various parts of the work affected thereby.
2. Careful note of the Addendum must be taken by all interested parties and all trades affected must be fully advised in their performance of the work involved.
3. This Addendum is hereby made part of the project requirements and contract documents for the above reference project. Ensure to acknowledge this Addendum in CivCast when downloading this Addendum. Acknowledgement of this Addendum is a requirement in order to submit bid in CivCast. This addendum consists of the items and their associated attachments as listed below:

A. GENERAL INFORMATION

1. REVISED: 010 INVITATION FOR BIDS (IFB)
2. REVISED: 024 UNIT PRICING FORM (LUMP SUM BID ONLY)
3. REVISED: 030 EXPERIENCE AND QUALIFICATIONS FORM W/ PROJECT SHEETS
4. REVISED: INSURANCE REQUIREMENTS

B. ADMINISTRATIVE CHANGES TO BID DOCUMENTS:

1. PROJECT NAME REVISED:
 - A. FROM: PSTC CHILLER REPLACEMENT
 - B. TO: PUBLIC SAFETY TECH CENTER CHILLER REPLACEMENT

C. CHANGES TO PLANS / SPECIFICATIONS:

1. PLAN SHEET M2.1, AIR HANDLING UNIT MODIFICATIONS SCHEDULE – ALL THE EXISTING CHILLED WATER AND HOT WATER COIL CONTROL VALVES ARE TO BE REPLACED. FOR BIDDING PURPOSES, THE COIL CONTROL VALVE SIZES FOR

AHU-1, 2, 3 AND 4 SHALL BE BASED ON THE FOLLOWING:

3-WAY CHILLED WATER COILS – 45 GPM.

3-WAY PRE-HEAT COILS – 15 GPM.

3-WAY ZONE DUCT HEATING COILS – 7 GPM.

VALVE SIZES SHALL BE FIELD VERIFIED AFTER BIDDING SO NEW VALVES MATCH EXISTING VALLVE SIZES.

2. PLAN SHEET M2.1, AIR HANDLING UNIT MODIFICATIONS SCHEDULE – ADD NOTE 6 TO AHU-3 LINE ITEM.
3. PLAN SHEET M2.1, AIR HANDLING UNIT MODIFICATIONS SCHEDULE – ADD NOTE 7 TO ALL AHUS 1 THRU 8. NOTE 7 TO READ 'PROVIDE PIPING INSULATION AND PVC PIPE ELBOW COVERS TO ALL CHILLED WATER AND HOT WATER SUPPLY AND RETURN PIPING FROM COIL CONNECTIONS TO NEW 3-WAY CONTROL VALVES TO MATCH EXISTING.
4. PLAN SHEET M4.1, BAS GENERAL REQUIREMENTS – PARAGRAPH 'FACTORY CONTROLS' PERTAINS TO THE NEW CHILLERS.
5. PLAN SHEET M4.4 – THE HOT WATER PIPING SIZE AT THE EXISTING BOILER CONTROL 3-WAY MIXING VALVE IS 4", 142 GPM.
6. PLAN SHEET M4.5, DETAIL 1 EXHAUST FAN CONTROL DIAGRAM – THERE ARE EIGHT (8) EXHAUST FANS IN THE BUILDING.

D. QUESTIONS & RESPONSES:

1. QUESTION: IS TRANE AN APPROVED MANUFACTURER FOR THE REPLACEMENT CHILLERS?

ANSWER: TRANE IS AN ACCEPTABLE CHILLER MANUFACTURER.

2. QUESTION: THE PLANS CALL FOR HEAT TRACING ON THE NEW PIPING. CAN YOU CONFIRM THE EXISTING PIPING HAS HEAT TRACING TO TIE INTO? IF NOT, WHERE WILL WE DRAW POWER FROM FOR THE NEW HEAT TRACE AND A CONTROL POINT IN THE SEQUENCE OF OPERATIONS? WHEN WE RE-INSULATE THE PIPE TO THE TIE IN POINT, DO WE ALSO TEAR OFF AND INSULATE THE EXISTING PIPING TO REMAIN?

ANSWER: THE EXISTING OUTDOOR CHILLED WATER PIPING IS PRESENTLY ELECTRICALLY HEAT TRACED. UTILIZE THE EXISTING POWER CIRCUITRY.

A BAS MONITORING POINT IS NOT REQUIRED FOR THE HEAT TRACING, UNLESS IF THE BAS IS PRESENTLY MONITORING THE HEAT TRACING, THEN THE HEAT TRACING WILL NEED TO BE MONITORED.

THE PIPING INSULATION ON THE EXISTING EXTERIOR CHILLED WATER PIPING IS TO BE REMOVED AND REPLACED WITH NEW. THE EXISTING PIPING INSULATION AT THE CONNECTION POINTS BETWEEN THE NEW AND THE EXISTING PIPING WILL NEED TO BE REPLACED TO PROVIDE AND MAINTAIN THE INTEGRITY OF A CONTINUOUS SEALED INSULATION INSTALLATION.

3. QUESTION: DURING THE SIGHT VISIT THERE WAS AN ISSUE ACCESSING THE ROOM WHERE THE CONTROLS FRONT END SYSTEM IS LOCATED. CAN YOU'LL

POST PICTURES OF THIS EQUIPMENT?

ANSWER: PLEASE SEE ATTACHED PICTURES.

SIGNED AND SEALED BY CONSULTANT (Engineer/Architect of Record)

By signing and sealing this addendum, the Engineer/Architect of Record acknowledges that the sign/seal is only for changes/clarifications to the items associated with the Engineer's/Architect's work referenced in this addendum.

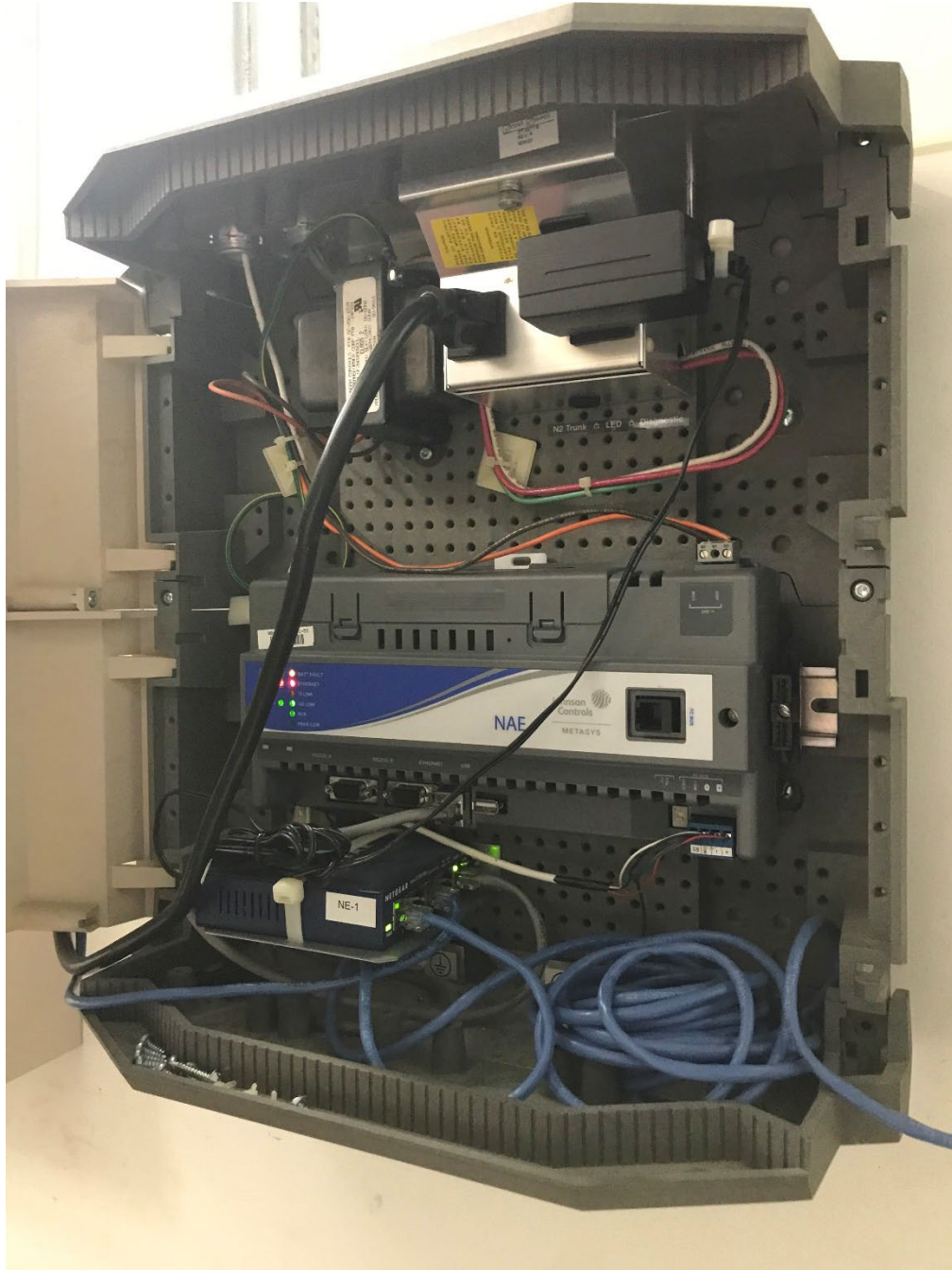


Jaime E. Contreras

Jaime E. Contreras
Procurement Manager
Finance Department - Procurement Division

END OF ADDENDUM NO. 1

Pictures of HVAC Controls System Panels



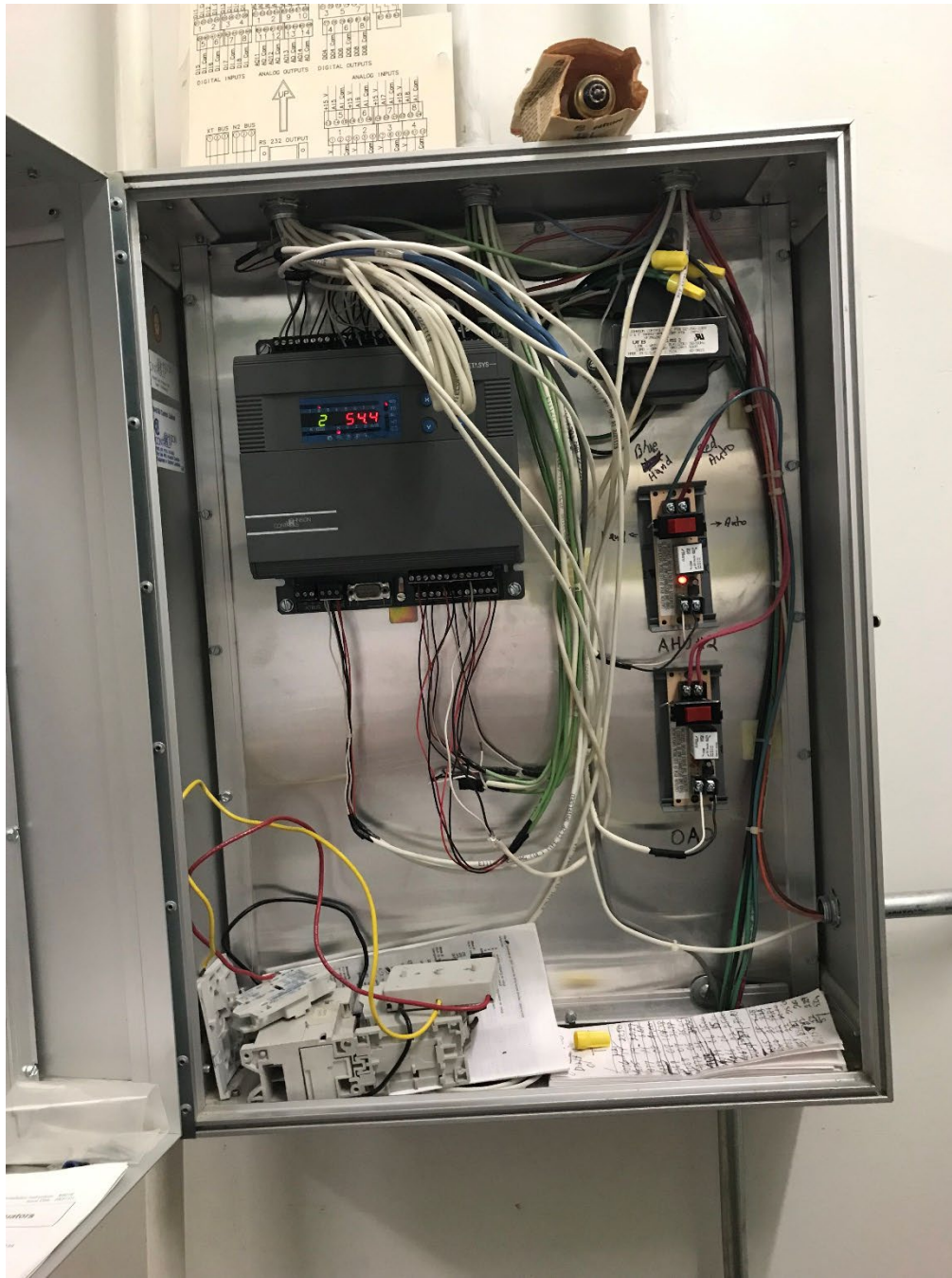
FRONT END MAIN

1/8



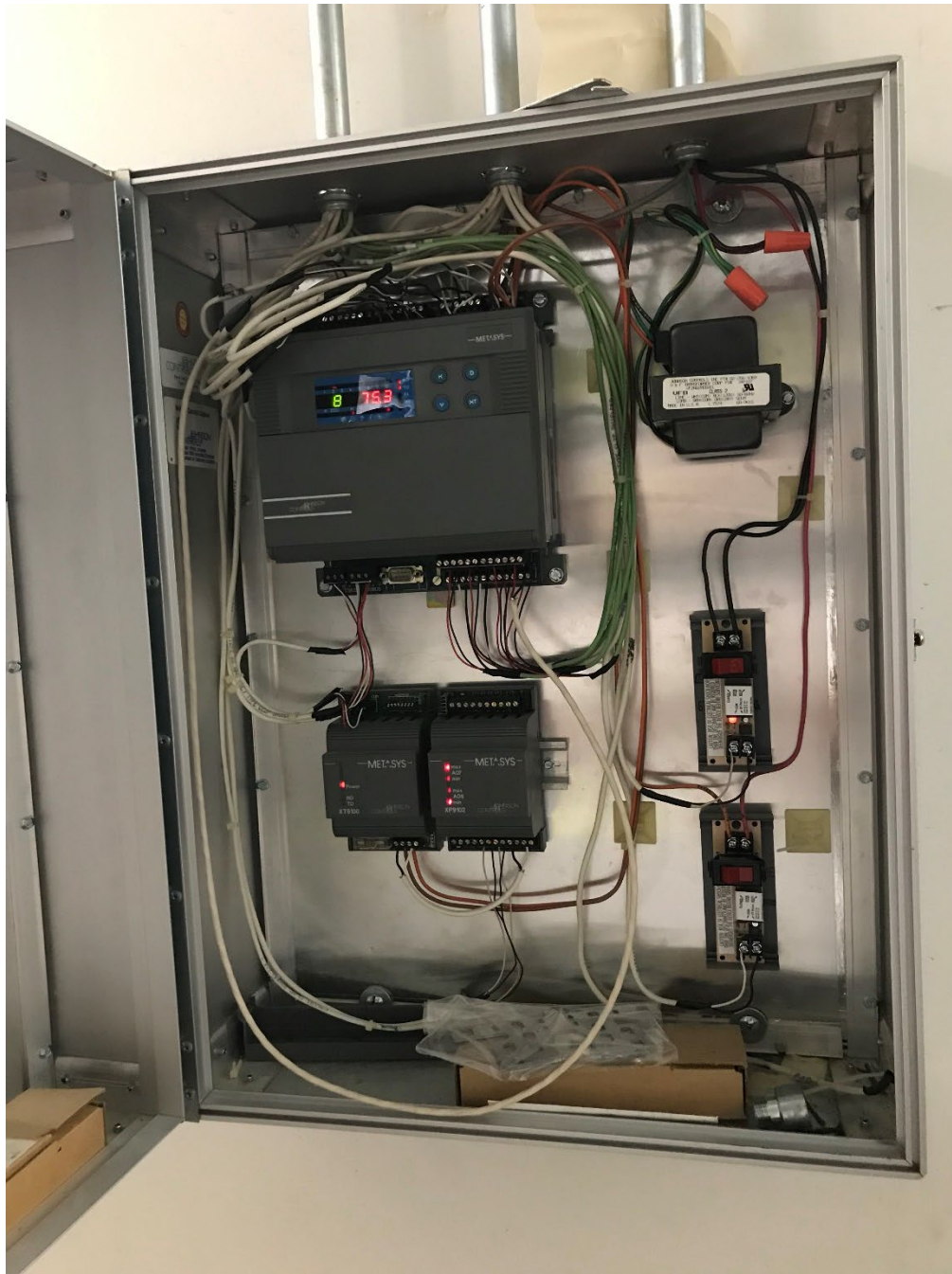
AHU-1

2/8



AHU-2

3/8



AHU-3

4/8



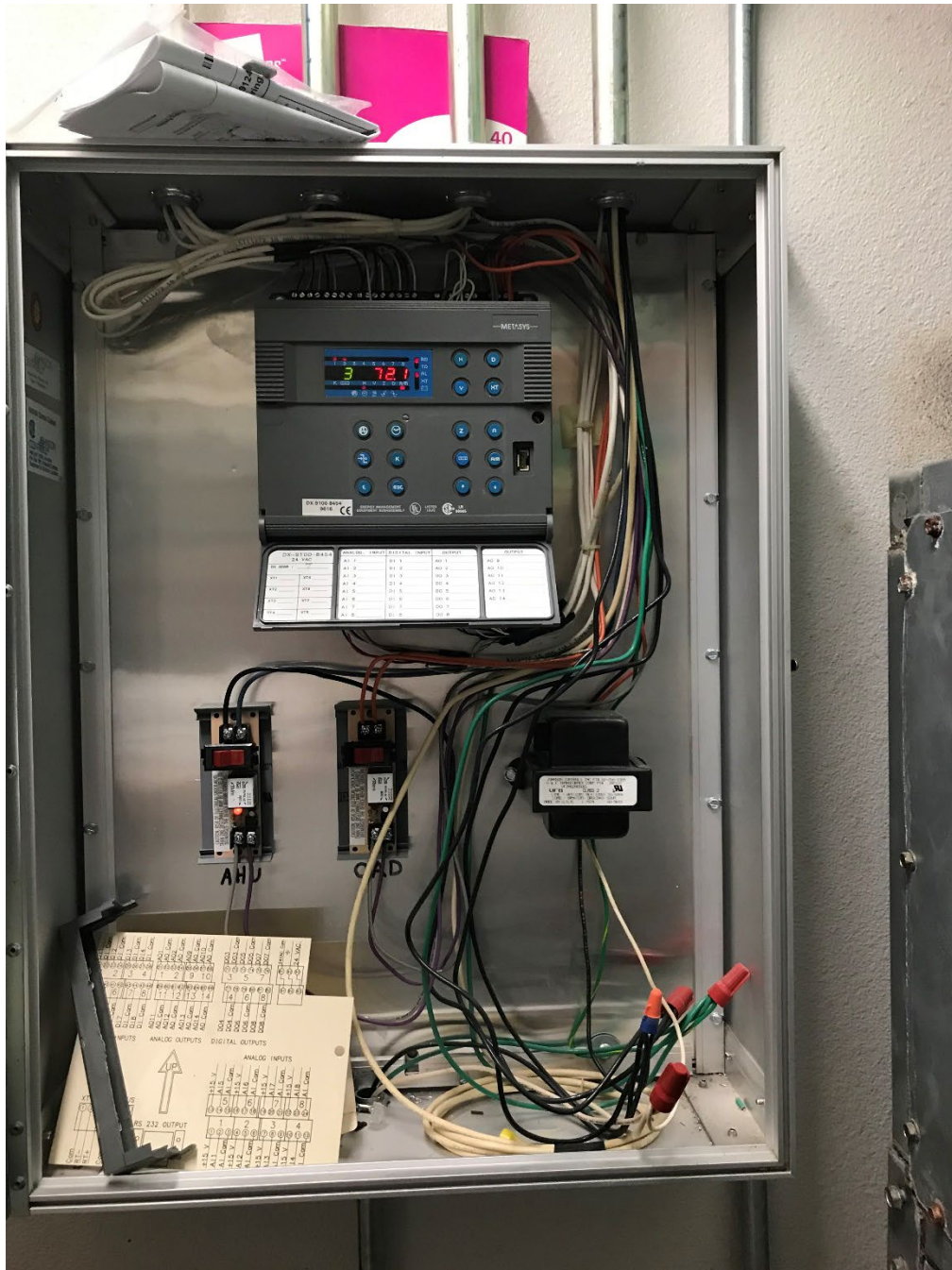
AHU-5

5/8



AHU-6

6/8



AHU-7

7/8



AHU-8

8/8

CITY OF SAN ANTONIO

Issued By: Building and Equipment Services Department
ID NO.: 35-00333

Date Issued: May 9, 2025

(010) LOW QUALIFIED FORMAL INVITATION FOR BIDS (IFB) to CONTRACT Public Safety Tech Center Chiller Replacement

Online bidding is utilized via CivCast at <https://www.civcastusa.com/bids>. Online bid services will open for bidding on **Wednesday, April 16, 2025**, and close on **Friday, May 16, 2025, at 2:00 P.M. (CT)**. Follow submittal instructions on <https://www.civcastusa.com/>. **Hard Copies will not be accepted for this solicitation.** Bids will be opened, and the Bid Results will be posted on CivCast on the day of the bid deadline. Bid Results will be read aloud utilizing WebEx. Access WebEx by phone at **1-415-655-0001** and/or <https://www.webex.com/> with Access Code: 1770 23 1452, Password: 3HrMPWvWr58

A Non-Mandatory Pre-bid meeting will be held through WebEx on **Thursday, April 24, 2025, at 10:00 A.M. (CT)**, and a Non-Mandatory Site Visit at **3:00 P.M.** at the Central Police Substation, located at 515 S. Frio Street, San Antonio, Texas 78207. Access the WebEx by phone at **1-415-655-0001** and/or <https://www.webex.com/> with Access Code: 2870 286 4149, Password: pDiyGcuU628. **The Deadline for questions is scheduled for May 1, 2025, at 4:00 P.M. (CT).**

The estimated construction budget for this contract is \$601,610.00.

Bidder acknowledges that this is a unit price or Lump Sum contract; that prices established will remain in effect and valid throughout the duration of the contract; the quantities shown are estimated quantities for budgetary purposes only; the award of this contract does not guarantee contractor the entire work shown in this FORMAL INVITATION FOR BID (IFB); the City of San Antonio (City) may order all, some, or none of the work shown in this IFB. **City may elect to award this Project based solely on the base bid, based on a combination of the base bid plus any combination of selected alternates or based on a combination of the base bid plus all alternates that serve the best interest of City. All bids must include a price for all units or line items, including any alternates. Entering a price of "\$0.00" shall mean the units or line items will be provided at no cost to City. A unit price left blank shall result in the bid being deemed nonresponsive and disqualified from consideration. City reserves the right to delete line items prior to award.**

This invitation includes the following Contract Documents which are required downloads in CivCast:

010	Invitation for Bids	081	General Conditions for Construction Contracts
020	Contract Signature Page	■	Subcontractor/Supplier Utilization Plan
024	Unit Pricing Form (Lump Sum Bid Only)	■	Local Preference Program Identification Form
030	Experience & Qualifications Form w/Project Sheets	■	VOSB Program Tracking Form
040	Standard Instructions to Respondent	■	Wage Decision
041	Certificate of Interested Parties (TEC Form 1295)	■	Insurance Requirements
050.01	SBEDA Guidelines	■	Heat Illness Prevention Acknowledgment Form
060	Supplemental Conditions		
075	Performance Bond		
076	Payment Bond		

The City of San Antonio point of contact for this solicitation is **Procurement Specialist II, Michelle Birch**, michelle.birch@sanantonio.gov. Questions are to be submitted in writing in the Questions and Answers section on CivCast. Bidder understands and agrees to the responsibility for obtaining any and all addenda and adhering to all requirements in addenda. City is not responsible for incorrect information obtained through other sources.

Bid Documents must contain **"Legal Name of Company"** as listed by the Texas Secretary of State Registry (<http://www.sos.state.tx.us/>). The documents required in CivCast (fully completed and with digital signatures) constitute the required information to be submitted as a part of the bid proposal.

The following documents constitute the required information to be submitted as a part of the bid proposal and are required uploads in CivCast:

020	Contract Signature Page	■	TEC Form 1295 Certification Number & Date
024	Unit Pricing Form (Lump Sum Bid Only)	■	Local Preference Program Identification Form
030	Experience & Qualifications Form w/Project Sheets	■	VOSB Program Tracking Form
■	Bid Bond	■	Heat Illness Prevention Acknowledgment Form
■	Subcontractor/Supplier Utilization Plan		

It is understood and agreed that the work is to be substantially completed on or before 210 calendar days. This project **does not** include hazardous environmental work. This project requires 0 project sign(s).

Small Business Economic Development Advocacy (SBEDA) Program – Respondents shall meet the subcontracting requirements as stated on 050.01 Form and on the **Subcontractor/Supplier Utilization Plan** posted with this solicitation on the City's website. The **Subcontractor/Supplier Utilization Plan** will be determined off of the base bid amount.

Local Preference Program Ordinance – For more detailed information on the Local Preference Program Ordinance, see solicitation document “040 Standard Instructions to Respondent”, section 5.

Veteran-Owned Small Business Preference Program – For more detailed information on the Veteran-Owned Small Business Preference Program, see Ordinance No. 2013-12-05-0864 and solicitation document “040 Standard Instructions to Respondent”, section 6.

Responsible Bidder Ordinance – For more detailed information on the Responsible Bidder Ordinance, see Ordinance No. 2023-01-26-0041 and solicitation document “040 Standard Instructions to Respondent”, section 7.

Heat Illness Ordinance – For more detailed information on the Heat Illness Ordinance, see Ordinance No. 2023-08-31-0585 and General Conditions for Construction Contract, Article X.1.5 and Art.X.2.3(a).

Bid Protest Procedures – See solicitation document “040 Standard Instructions to Respondent”, section 11.

Wage Decision – Bidder shall meet the prevailing wage rate requirements established for this contract and shall reference the wage decision posted with this solicitation on the City’s website.

CITY OF SAN ANTONIO

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024 UNIT PRICING FORM

PROJECT NAME: Public Safety Tech Center Chiller Replacement

PROJECT NO. 35-00333

SECTION	ITEM NO.	DESC. CODE	BID ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT BID PRICE
			The City only will accept bid pricing to the hundredths. Any pricing extended out to three decimal points will be truncated to two decimal points in the City's favor.	Modification/Altering this Form is Prohibited		
BASE BID UNIT PRICE ITEMS						
SECTION NAME						
Base Bid	1		Demolition/removal of two air cooled chillers, one chilled water pump and associated piping	LS	1	
Base Bid	2		Furnishing and installing two new air cooled chillers, one chilled water pump, and associated piping, pump VFD, filter feeder, air separator, and expansion tank	LS	1	
Base Bid	3		HVAC controls modifications for the new chillers and chilled water pump	LS	1	
Base Bid	4		Testing and balancing	LS	1	
Base Bid	5		Commissioning of new HVAC equipment	LS	1	
Base Bid	6		Electrical modifications	LS	1	
Base Bid	7		Mobilization	EA	1	
Base Bid	8		Insurance and Bond	EA	1	
ADDITIVE ALTERNATES						
Add Alt. 1	1		HVAC controls installation & HVAC Control	LS	1	
This Price Schedule may be used for future change orders and is not part of the lump-sum bid.						
_____ hereby certifies that the unit prices shown on this form are sole for change order additions/deletions.						
These unit prices are 'complete and in place', and include but are not limited to: necessary superintendence, labor, machinery, equipment, tools, materials, mobilization, insurance, overhead and other miscellaneous items and costs.						
It is further understood that these unit prices may be used by the City of San Antonio for additions or deletions from the scope with mutual agreement by parties.						
Signed: _____				Date: _____		

**030 EXPERIENCE AND QUALIFICATIONS
PROJECT SHEETS**

Project Name: _____

Bidder Information: Provide the following information regarding the bidder:

1. Bidder's Name: _____
(Legal name as it appears on the Secretary of State website)

2. Is Bidder authorized and/or licensed to do business in Texas: Yes No;
If "Yes", list authorization/licenses:

3. List the number of years Bidder has been doing business as a construction general contractor:
_____ years. If less than three (3) years, on a separate page submitted with your bid, explain your
organization's construction general contractor history.

4. Debarment/Suspension Information: Has the Bidder or any of its principals been debarred or suspended
from contracting with any public entity? Yes No
If "Yes", identify the public entity and the name and current phone number of a representative of the
public entity familiar with the debarment or suspension, and state the reason for or circumstances
surrounding the debarment or suspension, including but not limited to the period of time for such
debarment or suspension.

5. Surety Information: Has the Bidder ever had a bond or surety canceled or forfeited? Yes No
If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancelation or
forfeiture.

RELEVANT (SIMILAR) EXPERIENCE AND QUALIFICATIONS PROJECT SHEETS

Prospective Bidders must demonstrate that they are responsible, qualified, capable, bondable, etc., to fulfill and abide by the specifications listed herein, and have the capability and capacity, in all respects, fully to satisfy all the contractual requirements described in this solicitation. Prospective Bidders must not have been terminated by the City on any prior projects nor have any litigation with the City for any construction project.

1. All Bidders' facilities, personnel and equipment may be subject to verification before contract award.
2. Bids only will be considered from responsive Bidders with experience in working on similar improvements and a demonstrated successful history in constructing projects with a similar scope to the proposed project as outlined in the solicitation.
3. Bidder shall include a project sheet for, at minimum, four (4) previous projects with similar scope that have been successfully completed within the last _____ (_____) years that demonstrate knowledge and experience with the following scope of service:

❖ _____

❖ _____

❖ _____

❖ _____

Project Sheets must be completed with all information included to be clear, accurate and complete. If information in the Project Sheets is not complete, Bid may be rejected and deemed nonresponsive. Bids submitted without required experience or equivalent/similar experience, and documentation of similar projects, as stated herein, may be disqualified.

Project Sheet 1

Experience and Qualifications: _____

Project Name: _____

Location: _____

Project Scope: _____

Prime Contractor or Subcontractor: _____

Delivery Method: _____

Construction Type: _____

Project Size: _____

Original Contract Amount: _____ Final Contract Amount: _____

Start Date: _____ Completion Date: _____

Project Owner:

Name: _____

Telephone Number: _____ Email: _____

Reference

Name: _____

Telephone Number: _____ Email: _____

Photo 1

Photo 2

Project Name: _____

Project Number: _____

Rev.09/14/2020

Project Sheet 2

Experience and Qualifications: _____

Project Name: _____

Location: _____

Project Scope: _____

Prime Contractor or Subcontractor: _____

Delivery Method: _____

Construction Type: _____

Project Size: _____

Original Contract Amount: _____ Final Contract Amount: _____

Start Date: _____ Completion Date: _____

Project Owner:

Name: _____

Telephone Number: _____ Email: _____

Reference

Name: _____

Telephone Number: _____ Email: _____

Photo 1

Photo 2

Project Name: _____

Project Number: _____

Rev.09/14/2020

Project Sheet 3

Experience and Qualifications: _____

Project Name: _____

Location: _____

Project Scope: _____

Prime Contractor or Subcontractor: _____

Delivery Method: _____

Construction Type: _____

Project Size: _____

Original Contract Amount: _____ Final Contract Amount: _____

Start Date: _____ Completion Date: _____

Project Owner:

Name: _____

Telephone Number: _____ Email: _____

Reference

Name: _____

Telephone Number: _____ Email: _____

Photo 1

Photo 2

Project Name: _____

Project Number: _____

Rev.09/14/2020

Project Sheet 4

Experience and Qualifications: _____

Project Name: _____

Location: _____

Project Scope: _____

Prime Contractor or Subcontractor: _____

Delivery Method: _____

Construction Type: _____

Project Size: _____

Original Contract Amount: _____ Final Contract Amount: _____

Start Date: _____ Completion Date: _____

Project Owner:

Name: _____

Telephone Number: _____ Email: _____

Reference

Name: _____

Telephone Number: _____ Email: _____

Photo 1

Photo 2

Project Name: _____

Project Number: _____

Rev.09/14/2020



INSURANCE REQUIREMENTS

Effective 10/1/2022

No later than 30 days before the scheduled event, CONTRACTOR/CONSULTANT must provide a completed Certificate(s) of Insurance to CITY's Finance Department. The certificate must be:

- clearly labeled with the legal name of the event in the Description of Operations block;
- completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (CITY will not accept Memorandum of Insurance or Binders as proof of insurance);
- properly endorsed and have the agent's signature, and phone number,

Certificates may be mailed or sent via email, directly from the insurer's authorized representative. CITY shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by CITY'S Finance Department. No officer or employee, other than CITY'S Risk Manager, shall have authority to waive this requirement.

If the City does not receive copies of insurance endorsement, then by executing this Agreement, CONTRACTOR/CONSULTANT certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for the Event.

The City's Risk Manager reserves the right to modify the insurance coverages, their limits, and deductibles prior to the scheduled event or during the effective period of this Agreement based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure.

CONTRACTOR/CONSULTANT shall obtain and maintain in full force and effect for the duration of this Agreement, at CONTRACTOR'S/CONSULTANT'S sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below. If the CONTRACTOR/CONSULTANT claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

CONTRACTOR/CONSULTANT must require, by written contract, that all subcontractors/subconsultants providing goods or services under this Agreement obtain the same insurance coverages required of CONTRACTOR/CONSULTANT and provide a certificate of insurance and endorsement that names CONTRACTOR/CONSULTANT and CITY as additional insureds. CONTRACTOR/CONSULTANT shall provide CITY with subcontractor/subconsultant certificates and endorsements once the subcontractor/subconsultant starts work.

If a loss results in litigation, then the CITY is entitled, upon request and without expense to the City, to receive copies of the policies, declaration page and all endorsements. CONTRACTOR/CONSULTANT must comply with such requests within 10 days by submitting the requested insurance documents to the CITY at the following address:

City of San Antonio
Finance Department
Purchasing Division – Construction Services
P.O. Box 839966
San Antonio, TX 78283-3966

CONTRACTOR'S/CONSULTANT'S insurance policies must contain or be endorsed to contain the following provisions:

- Name CITY and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with CITY. The endorsement requirement is not applicable for workers' compensation and professional liability policies.

- Endorsement that the "other insurance" clause shall not apply to CITY where CITY is an additional insured shown on the policy. CITY's insurance is not applicable in the event of a claim.

- CONTRACTOR/CONSULTANT shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of CITY; and

- Provide 30 days advance written notice directly to CITY of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation, material change in coverage, or non-renewal of coverage, CONTRACTOR/CONSULTANT shall provide a replacement Certificate of Insurance and applicable endorsements to CITY. CITY shall have the option to suspend CONTRACTOR'S/CONSULTANT'S performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

In addition to any other remedies CITY may have upon CONTRACTOR'S/CONSULTANT'S failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, CITY may order CONTRACTOR/CONSULTANT to stop work and/or withhold any payment(s) which become due to CONTRACTOR/CONSULTANT under this Agreement until CONTRACTOR/CONSULTANT demonstrates compliance with requirements.

Nothing contained in this Agreement shall be construed as limiting the extent to which CONTRACTOR/CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONTRACTOR'S/CONSULTANT'S or its subcontractors/subconsultants performance of the work covered under this Agreement.

CONTRACTOR'S/CONSULTANT'S insurance shall be deemed primary and non-contributory with respect to any insurance or self - insurance carried by City for liability arising out of operations under this Agreement.

The insurance required is in addition to and separate from any other obligation contained in this Agreement and no claim or action by or on behalf of City shall be limited to insurance coverage provided.

CONTRACTOR/CONSULTANT and any subcontractor/subconsultant are responsible for all damage to their own equipment and/or property result from their own negligence.

INDEMNIFICATION

CONTRACTOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONTRACTOR'S activities under this Agreement, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, contractor or subcontractor of CONTRACTOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, it's officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, CONTRACTOR agrees to indemnify, defend, and hold City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONTRACTOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR'S activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at CONTRACTOR'S cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR of any of its obligations under this paragraph.

PROJECT: Public Safety Tech Center Chiller Replacement (Project ID - 35-0333)

TYPE	AMOUNTS
1. Workers' Compensation	\$ 1,000,000 E.L. each accident
2. Employers' Liability	\$ 1,000,000 E.L. Disease - each employee \$ 1,000,000 E.L. Disease - policy limit
3. Commercial General Liability Insurance to include coverage for the following: Premises/Operations Products/Completed Operations Personal/Advertising Injury Explosion, Collapse, Underground Contractual Liability	For Bodily Injury and Property Damage of: \$ 1,000,000 per occurrence; \$ 2,000,000 general aggregate, or its equivalent in umbrella liability coverage must include per project aggregate.
4. Business Automobile Liability: Owned/leased vehicles Non-owned vehicles Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of: \$ 1,000,000 per occurrence
5. Umbrella Liability Coverage	\$ 1,000,000 per occurrence combined limit Bodily Injury (including death) and Property Damage.
6. Builder's Risk Not applicable for this contract (Departments may adjust the BR limits for Task Orders and Job Orders but not less than \$1M.)	All Risk Policy written on an occurrence basis for 100% replacement cost during construction phase of any new or existing structure.
7. Installation Floater Not applicable for this contract	All Risk Policy written on an occurrence basis for 100% replacement cost of "equipment & materials" to be installed to any new or existing structure.
8. Environmental Insurance - Contractor's Pollution Liability (Claims-made coverage)	\$ 1,000,000 per occurrence \$ 2,000,000 general aggregate for claims associated with hazardous materials, to include spills and mitigation.
Additional Requirements:	

PROJECT SCOPE: Construction Services Only. No Design Services Involved.

Project designed by Alderson & Associates, Inc. through City Contract.

Scope: Replacing two air-cooled 90-ton chillers and their associated chilled water pump with new, including a new filter feeder, air separator, and expansion tank. Reinsulating and heat tracing the existing outdoor chilled water piping within the chiller yard. Modifications to the existing chilled water piping and electrical power circuitry for extending and connecting to the new chillers and pump.

ESTIMATED CONSTRUCTION BUDGET: \$601,610.00