

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the “Agreement”) is made and entered into effective this ____ day of _____, 2020 (the “Effective Date”), by and between the CITY OF COMMERCE CITY, a Colorado home rule municipality whose address is 7887 East 60th Avenue, Commerce City, Colorado (the “City”), and COLORADO ELECTRIC & POWER SYSTEMS, INC, a Colorado corporation whose principal business address is 5454 North Washington Street #3, Denver, CO 80216 (“Contractor”).

WHEREAS, the City desires to retain the services of Contractor, and Contractor desires to provide services to the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I. SERVICES.

A. Services. At the City’s direction, Contractor shall design and install a system of three (3) standby generators at the City’s Municipal Services Complex, as set forth in Exhibit A – Scope of Services and Exhibit B - New Generator Placement Location Map, attached and incorporated by reference (the “Services”). Once installed, the generator system shall automatically provide backup power to the existing Streets, Fleet Maintenance and Administration Buildings in the event of an interruption in the utility power supply. The City reserves the right to omit any of the Services identified in Exhibit A upon written notice to Contractor. While on City property, Contractor and any employees and subcontractors will comply with all public health orders related to the COVID-19 public health emergency, and all City directives relating to distancing, face coverings, employee screening, and sanitation. Contractor will not permit any employee who has tested positive for COVID-19, who is exhibiting symptoms of COVID-19, or who has exhibited symptoms within the prior 10 days, to be present at any City facility.

B. Controlling Terms. The terms of this Agreement will control if the terms of any exhibit, attachment, or invoice conflict with this Agreement.

C. Deliverables.

1. Electronic format. Contractor will provide all reports, surveys, maps, plans, drawings or photographs, or any other materials that lend themselves to production in electronic format (“Deliverables”) to the City in both hard copy and electronic formats acceptable to the City, unless otherwise directed by the City in writing. Contractor’s failure to do so will constitute a material breach of this Agreement. Contractor will consult with the City to determine acceptable electronic formats before beginning the Services. All Deliverables and other tangible materials produced by Contractor pursuant to this Agreement will at all times be considered the property of the City.

2. Spatial Data. Deliverables including spatial data (GIS/AutoCad) will include geospatial datasets (those generated from GPS, survey data, or other derived geospatial data like orthography) in Environmental Systems Research Institute, Inc.’s (“ESRI”) file/personal geodatabase or shapefile format, including a coordinate system projection information or file. Point features will be generated as point shapefiles, linear features will be generated as line shapefiles, and area features will be generated as polygon shapefiles. Any geospatial dataset derived from new or existing geospatial data will be in file/personal geodatabase or shapefile format, along with an explanation of the method used to generate the derived geospatial data. Spatial Coordinate or Survey System will be documented and

used, along with a coordinate system projection file for said data. Contractor will provide complete metadata (who, what, when, where, how) for all provided spatial data and related information.

3. Digital images. Contractor will provide non-copyrighted, high resolution, illustrative, digital images of project site plans, elevations, renderings, photos, and other Deliverables, as directed by the City, suitable for reproduction of and dissemination in marketing materials and at City Council hearings and public presentations. Contractor will affirm that the images do not violate copyright laws and will indemnify and hold harmless the City from liability for any expense, cost, loss or damage resulting from any claim of copyright infringement arising from the City's use of the images. All images provided will become the property of the City.

D. Contractor Representations. Contractor warrants and represents that it has the requisite authority, capacity, experience and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws. Contractor acknowledges that the City is relying on Contractor's expertise, skill, and knowledge, and that the Contractor's obligations and liabilities will not be diminished by reason of any approval or review by the City. Contractor further represents that the Services provided: (i) will be performed in accordance with the applicable professional standard of care of a reasonable professional that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Contractor, and (ii) will be performed in a timely manner as required by the Agreement and performed and supervised by qualified personnel.

E. Warranties. Contractor warrants that all work performed under this Agreement will be free from defects in workmanship, equipment, and materials. Upon acceptance of the work, Contractor will transfer the benefit of any applicable manufacturer's warranty to the City.

F. Prosecution of the Services. Contractor will perform all work in a professional, workmanlike, and timely manner. Contractor will furnish all labor, materials, tools, supplies, machinery, utilities, and other equipment that may be necessary for the prompt completion of the Services. Contractor will monitor, supervise, and otherwise control and be solely responsible for all persons or entities performing work on its behalf. All work, if related to construction, will be performed in accordance with the City's Engineering Standards and Specifications.

G. Correction of Errors. Contractor will correct any errors or omissions in its work and any work deemed unsatisfactory or unacceptable by the City promptly and for no additional compensation.

H. Subcontractors. Contractor will not engage subcontractors to perform any part of the Services, other than for the provision of goods, materials or supplies, without the City's express written consent.

I. Licenses & Permits. Contractor and each subcontractor will be responsible to obtain all required licenses and permits, including a City Contractor's license, if required. Contractor will pay any and all license and permit fees.

J. Rate of Progress. Contractor's rate of progress is a material term of this Agreement. At the City's request, Contractor will provide a progress schedule for the performance of any Services subject to the City's approval.

K. Monitoring and Evaluation. The City reserves the right to monitor and evaluate the progress and performance of Contractor to ensure that the terms of this Agreement are being satisfactorily met in accordance with the City's and other applicable monitoring and evaluating criteria and standards. Contractor will cooperate with the City relating to such monitoring and evaluation.

L. Drugs, Alcohol and Workplace Violence; Compliance with Applicable Law. Contractor and its employees and agents, while performing the Services or while on City property for any reason during the Term, will adhere to the City's policies applicable to City employees regarding drugs, alcohol and workplace violence. Policies will be made available to Contractor upon request. Contractor will comply with all applicable federal, state and local laws, ordinances and regulations.

M. Non-Exclusivity. The City may engage the services of other persons for the provision of Services that could be performed under this Agreement. Contractor acknowledges that it is not entitled to perform any work except as assigned under this Agreement and is not guaranteed any amount of work.

II. COMPENSATION.

A. Amount. As compensation for performance of the Services and any other obligations under this Agreement, the City will pay Contractor for work actually performed, in accordance with the rates set forth in Exhibit A, a sum not to exceed **\$448,018.48**. The compensation established by this Agreement includes all of Contractor's costs and expenses to fully perform the Services and other obligations of this Agreement. The City will not consider or be obligated to pay or reimburse Contractor any other charges or fees and Contractor will not be entitled to any additional compensation or reimbursement.

B. Invoices. Contractor will submit invoices on a monthly basis, in a format approved by the City, and provide verification documentation as requested by the City. Invoices will be submitted to the City not more frequently than monthly. Invoices will identify the specific Services performed for which payment is requested, including a description of the Services, the applicable rates, any costs for which Contractor seeks reimbursement, and the total amount that Contractor claims is due.

C. Representation. By submitting an invoice, Contractor warrants that: (i) the work covered by previous invoices is free and clear of liens, claims, security interests or encumbrances, except for any interest created by retainage; and (iii) no work covered by the invoice is subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by Contractor or any other person or entity. Contractor shall not include in its invoice any billing for defective work or for work performed by subcontractors or suppliers if it does not intend to pay the subcontractors or suppliers for such work.

D. Payment. The City will make payment to Contractor within thirty (30) days after receipt and approval of invoices submitted by Contractor. The City's obligation to make payment is contingent upon the Contractor's: (a) submission of a complete and accurate invoice; and (b) satisfactory performance of the Services and conditions of this Agreement. The City may withhold payment of any disputed amounts, and no interest will accrue on any amount withheld pending the resolution of the dispute.

E. Public Works Services. This paragraph applies if the Services involve construction, erection, repair, maintenance, or improvement of any public works (excluding professional services).

1. Any progress payments are payments on accounts and shall not be construed as acceptance by the City or any part of the work. All such progress payments, except for the final payment, shall be subject to correction on subsequent invoices after the discovery of any error. Approval of an invoice shall not foreclose the right of the City to examine Contractor's books and records of to determine the correctness and accuracy of any item.

2. At the time of delivery to Contractor of the final payment, Contractor shall execute and give to the City a final receipt for the same. The acceptance of final payment shall constitute a waiver of all claims by Contractor.

3. The City may withhold amounts from any payment as may be necessary to cover: (a) any liquidated damages; (b) claims for labor or materials furnished Contractor or any subcontractor or reasonable evidence indicating probable filing of such claims; (c) failure of the Contractor to make proper payment to subcontractors or suppliers; (d) evidence of damage to another contractor, utility, or private property; (e) uncorrected defective work or guarantees that have not been met; (f) reasonable evidence that the work will not be completed within the allowed time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or (g) any other amounts that the City is authorized to withhold. If the reason for withholding is removed, the City will make payment of the withheld sums with the next regular progress payment unless another basis for withholding exists. Execution of this Agreement by Contractor shall constitute a waiver by Contractor to claim any right of payment of interest upon any funds retained or withheld by the City pursuant to this Agreement or C.R.S. § 38-26-107.

F. IRS Form W-9. If not on file with the City, Contractor will provide to the City a current, completed Internal Revenue Service Form W-9 with or before Contractor's first invoice. Failure to submit a W-9 may result in delay or cancellation of payment under this Agreement.

G. Appropriation. This Agreement will neither constitute nor be deemed a multiple fiscal-year debt or financial obligation of the City based on the City's ability to terminate this Agreement. Contractor acknowledges that the City has made no promise to continue to budget funds beyond the current fiscal year and that the City has and will pledge adequate cash reserves on a fiscal-year by fiscal-year basis.

H. Changed Conditions. Contractor agrees that, by careful examination, it is satisfied as to the nature and location of the Services, the conformation of the ground, the character, quality, and quantity of the materials to be encountered, the character of equipment and facilities needed before beginning and for the Services, the general and local conditions, and all other matters, which can in any way affect the performance of the Services. Contractor specifically waives any claim for additional compensation for any changed condition arising out of any one or more of the following, unless such changed condition is caused in whole or in part by acts or omissions within the City's control: (1) a physical condition of the site of an unusual nature; (2) any condition differing materially from those ordinarily encountered and generally recognized as inherent in work or services of the character and at the location provided for in this Agreement; or (3) any force majeure.

III. TERM AND TERMINATION.

A. Term. The term of this Agreement will be from the Effective Date until May 1, 2021 ("Term"), unless the Term is extended by validly executed written amendment.

B. Termination.

1. Generally. The City may terminate this Agreement without cause if the City determines that such termination is in the City's best interest. The City will effect such termination by giving written notice of termination to Contractor, specifying the effective date of termination, at least fourteen (14) calendar days prior to the effective date of termination.

2. For Cause. If, through any cause, Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement or violates any applicable law ("Breach"), the City may terminate this Agreement for cause immediately upon written notice of termination to Contractor. Contractor will not be relieved of liability to the City for any damages sustained by the City by virtue of any Breach, and the City may withhold payment to Contractor for the purposes of setoff until such time as the exact amount of damages due to the City

from Contractor is determined. If Contractor challenges a termination for cause by the City and prevails, the termination for cause will be deemed to be a termination for convenience and will be effective fourteen (14) days from the date that the original written notice of termination for cause was given to Contractor and no further notice will be required.

3. Effect of Termination. The City will be liable to pay Contractor for Services performed as of the effective date of termination, but will not be liable to Contractor for anticipated profits. Unless otherwise instructed in writing, Contractor will immediately discontinue performance of the Services upon receipt of a notice of termination.

C. Contractor's Remedies for Breach.

1. Contractor may terminate this Agreement for non-payment of sums due under this Agreement except where non-payment is pursuant to the City's rights under this Agreement. Contractor will first provide the City written notice of Contractor's intent to terminate and allow the City ten (10) days within which to make payment.

2. Pending resolution of any material breach by the City, Contractor may, in addition to any other remedies provided by law, discontinue performance of the Services without being in breach of this Agreement.

IV. **INDEMNITY.**

Contractor will be liable and responsible for any and all damages to persons or property caused by or arising out of the negligent or willful actions or omissions in the performance of the Services by Contractor, its employees, agents, or other persons acting under Contractor's direction or control. Contractor will indemnify and hold harmless the City, 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, but not limited to, attorney 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 negligent, grossly negligent, willful and wanton, or intentional actions or omissions of Contractor and/or its employees, agents or representatives or other persons acting under Contractor's direction or control. Contractor will include the provisions of this Section in any such subcontracts engaged to perform any part of the Services. The provisions set forth in this Section will survive the completion of the Services and the satisfaction, expiration or termination of this Agreement.

V. **INSURANCE.**

A. Required Policies. Contractor will procure and keep in force the following insurance subject to the conditions below, for the duration of this Agreement:

1. Commercial General Liability Insurance. Comprehensive general liability insurance insuring against any liability for personal injury, bodily injury or death arising out of the performance of the Services with at least **One Million Dollars (\$1,000,000)** each occurrence.

2. Products and Completed Operations Insurance. Products and completed operations insurance insuring against any liability for bodily injury or property damage caused by the completed Services, with a combined single limit of at least **One Million Dollars (\$1,000,000).**

3. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance insuring against any liability for personal injury, bodily injury or death arising out of the

use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by Contractor that are used in connection with performance of the Services, whether the motor vehicles are owned, non-owned or hired, with a combined single limit of at least **One Million Dollars (\$1,000,000)**.

4. Professional Liability Insurance. If Contractor is an architect, engineer, surveyor, appraiser, physician, attorney, accountant or other licensed professional, or if it is customary in the trade or business in which Contractor is engaged, or if the City otherwise deems it necessary, errors and omissions professional liability insurance insuring Contractor against any professional liability with a limit of at least **One Million Dollars (\$1,000,000.00)** per claim and annual aggregate.

5. Other Insurance. Workers' compensation insurance (unless Contractor provides a completed Declaration of Independent Contractor Status Form) and other insurance required by applicable law.

The limits of any insurance required by this Agreement will not limit Contractor's liability.

B. Terms of Insurance.

1. Additional Insured. Except for the professional liability policy, if applicable, and workers' compensation policy, **all required insurance policies shall name the City as an additional insured** and will provide that the City, although named as an additional insured, will nevertheless be entitled to recovery under said policies for any loss occasioned to the City or its officers, employees or agents by reason of the negligence of Contractor or its officers, employees, agents, subcontractors or business invitees. The insurance policies will be for the mutual and joint benefit and protection of Contractor and the City. **Such policies will be written as primary policies not contributing to and not in excess of coverages the City may carry.**

2. Qualification; Deductible. Insurance required by this Section will be with companies qualified to do business in the State of Colorado and may provide for deductible amounts as Contractor deems reasonable for the Services, but in no event greater than **Ten Thousand Dollars (\$10,000.00)**, and Contractor will be responsible for the payment of any such deductible.

3. Cancellation. No such policies will be cancelable or subject to reduction in coverage limits or other modification unless previously approved by the City in writing.

4. Coverage Type. Contractor will identify whether the type of coverage is "occurrence" or "claims made." If the type of coverage is "claims made," which at renewal Contractor changes to "occurrence," Contractor will carry a twelve (12) month tail. Contractor will not do or permit to be done anything that will invalidate the policies.

5. No "Pollution Exclusion." The insurance required by this Agreement will cover any and all damages, claims or suits arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants, and will not exclude from coverage any liability or expense arising out of or related to any form of pollution, whether intentional or otherwise. If necessary, Contractor will secure and maintain either a rider or a separate policy insuring against liability for pollution related damages, claims or suits, as described in subsection ii(a), with at least **Two Million Dollars (\$2,000,000)** each occurrence, subject to approval by the City, which approval will not be unreasonably withheld.

6. Evidence of Coverage. Before commencing work under this Agreement, Contractor will provide certificates of insurance policies and all necessary endorsements evidencing

insurance coverage required by this Agreement. The City will not be obligated under this Agreement until Contractor provides acceptable such certificates of insurance and endorsements. If the Term extends beyond the period of coverage for any required insurance, Contractor will, at least ten (10) days before the expiration of any such insurance coverage, provide the City with new certificates of insurance and endorsements evidencing either new or continuing coverage.

C. Subcontracts. Contractor will include the insurance requirements of this Agreement in all subcontracts. Contractor will be responsible if any subcontractor fails to procure and maintain insurance meeting the requirements of this Agreement.

VI. BONDS.

A. This section applies if the Services involve construction, erection, repair, maintenance, or improvement of any public works (excluding professional services). If applicable, the requirements of this section may be waived or modified with the approval of the City Manager or the City's Risk Manager.

B. Before the commencement of any work, Contractor shall provide, at Contractor's sole cost, the City with a separate:

1. Performance bond in an amount equal to 5% of the amount of this Agreement as a guarantee of Contractor's faithful performance and completion of all undertakings, covenants, terms, conditions, warranties, and agreements of the Agreement; and

2. Payment bond in an amount equal to 5% of the amount of this Agreement, which bond shall conform to the requirements of C.R.S. § 38-26-101, et seq., as amended, as a guarantee of Contractor's prompt payment to all persons supplying labor and materials in the prosecution of the Services.

The bonds shall remain in effect until acceptance of the work performed under this Agreement. Contractor shall use the bond forms approved by the City.

C. Contractor and a surety shall execute the bonds. The surety shall be corporate bonding company acceptable to the City, licensed to transact such business in the State of Colorado, and listed in the U.S. Department of the Treasury Circular 570 in effect on the date of the Agreement. Evidence of authority of an attorney-in-fact acting for the surety shall be provided in the form of a certificate as to its power of attorney and to the effect that it is not terminated and remains in full force and effect on the date of the bonds. If at any time a surety on any bond becomes irresponsible, is disqualified from doing business in the State of Colorado, or becomes insolvent or otherwise impaired, Contractor shall furnish bond(s) from an alternate surety acceptable to the City.

D. Contractor shall secure an increase in the bonds in an amount equal to the cost of any additional work authorized pursuant to a duly executed amendment that increases the amount of this Agreement by ten percent (10%) or more, unless waived in writing by the City.

VII. SALES AND USE TAX.

Unless specifically exempt, all materials provided and equipment used in the performance of Services within the City are subject to City Sales & Use Tax, including services performed on behalf of the City.

A. Contractor Responsible for Tax. Contractor is subject to the tax on all purchases, fabrication, manufacture or other production of tangible personal property used, stored, or consumed in performance of the Services.

B. Specific Industry Standard. The Specific Industry Standard for Construction and Contractors (Regulation 20-S.I.15) can be provided upon request by contacting the City's Finance Department, Sales Tax Division, at 303-289-3628, and is available on the City's website at <http://www.c3gov.com/DocumentView.aspx?DID=115>.

C. Equipment. Prior to or on the date Contractor locates equipment within the City to fulfill this Agreement, Contractor will file a declaration describing each anticipated piece of equipment the purchase price of which was two thousand five hundred dollars (\$2,500) or greater, stating the dates on which Contractor anticipates the equipment to be located within and removed from the boundaries of the City and stating the actual or anticipated purchase price of each such anticipated piece of equipment along with any other information deemed necessary by the City. When such declared equipment is located within the City for a period of thirty (30) days or less, Contractor may include sales and use tax calculated on one-twelfth (1/12) of the purchase price of such equipment in the contract amount, in compliance with Section 20-5-T of the Commerce City Sales & Use Tax Code. If Contractor fails to declare the equipment to the City prior to or on the date Contractor locates the equipment within the City, none of the sales and use tax due on the equipment will be allowed as a contract expense.

VIII. COMPLIANCE WITH C.R.S. § 8-17.5-102; VERIFICATION OF LAWFUL PRESENCE.

A. Certification. Contractor hereby certifies that, as of the date of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in the E-verify Program or Department Program as defined in C.R.S. § 8-17.5-101 in order to confirm the eligibility of all employees who are newly hired to perform work under this Agreement.

B. Pre-Employment Screening. Contractor is prohibited from using either the E-verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

C. Contractor Obligations. Contractor will not knowingly employ or contract with an illegal alien to perform work under this Agreement or contract with a subcontractor that fails to certify to Contractor that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Agreement. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor will:

1. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
2. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph d the subcontractor does not stop employing or contracting with the illegal alien; provided, however, that Contractor will 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.

D. Compliance with Investigation. Contractor will comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation undertaken by the Department pursuant to Article 17.5 of Title 8, C.R.S.

E. Violation. If Contractor violates this Section, the City may terminate this Agreement for breach of contract and Contractor will be liable for actual and consequential damages to the City.

IX. NOTICES.

Except for routine communications, written notices required under this Agreement and all other correspondence between the parties will be directed to the following and will be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

If to the City:

Facilities Manager
Public Works
City of Commerce City
8602 Rosemary St.
Commerce City, CO 80022

If to Contractor:

Manager
Colorado Electric & Power Systems, Inc
5454 N. Washington #3
Denver, CO 80216

The parties may agree to delivery of notices via electronic mail.

X. GENERAL PROVISIONS.

A. Independent Contractor. **The relationship between Contractor and the City will be as independent contractors, and neither the City nor Contractor will be deemed or constitute an employee, servant, agent, partner or joint venturer of the other. Contractor is obligated to pay federal and state income tax on any money earned pursuant to this Agreement, and neither Contractor nor Contractor's employees, agents or representatives are entitled to workers' compensation benefits, unemployment compensation benefits, sick and annual leave benefits, medical insurance, life insurance, or pension or retirement benefits from the City.**

B. No Assignment. Contractor will not assign or transfer any rights, interests, or obligations under this Agreement without the City's prior written consent.

C. Governing Law; Jurisdiction and Venue; Recovery of Costs. This Agreement will be governed by the laws of the State of Colorado without regard to its conflicts of laws provisions. For all claims arising out of or related to this Agreement, Contractor consents to the exclusive jurisdiction of and venue in the state courts in the County of Adams, State of Colorado. Contractor waives any exception to jurisdiction because of residence, including any right of removal based on diversity of citizenship. The prevailing party in any litigation to resolve a dispute between the parties arising from this Agreement will be entitled to recover court costs and reasonable attorney fees from the non-prevailing party.

D. Governmental Immunity. No term or condition of this Agreement will be construed or interpreted as an express or implied waiver of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*

E. Time of the Essence. Contractor acknowledges that time is of the essence in the performance of this Agreement. Contractor's failure to complete any of the Services during the Term, or as may be more specifically set forth in an exhibit, notice to proceed, change order, or any approved progress schedule, will be deemed a breach of this Agreement.

F. No Third-Party Beneficiaries. Enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement will be strictly reserved to the parties. Any person other than the City and Contractor will be deemed to be only an incidental beneficiary under this Agreement.

G. No Waiver. The waiver of any breach of a term of this Agreement, including the failure to insist on strict compliance or to enforce any right or remedy, will not be construed or deemed as a waiver of any subsequent breach of such term; any right to insist on strict compliance with any term; or any right to enforce any right or remedy with respect to that breach or any other prior, contemporaneous, or subsequent breach.

H. Rules of Construction. Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all parties and will be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of this Agreement will be construed or resolved in favor of or against the City or Contractor on the basis of which party drafted the uncertain or ambiguous language. Where appropriate, the singular includes the plural and neutral words and words of any gender will include the neutral and other gender. Paragraph headings used in this Agreement are for convenience of reference and will in no way control or affect the meaning or interpretation of any provision of this Agreement.

I. Severability. A holding by a court of competent jurisdiction that any term of this Agreement is invalid or unenforceable will not invalidate or render unenforceable any other term of this Agreement.

J. Acknowledgement of Open Records Act. Contractor acknowledges that the City is a public entity subject to the Colorado Open Records Act, C.R.S. § 24-72-201, *et seq.*, and this Agreement and any related documents are subject to public disclosure.

K. Authority. The parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this Agreement for the parties and to bind the parties to its terms. The signatories represent and warrant that each has legal authority to execute this Agreement for the party he or she represents and to bind that party to its terms.

L. Counterparts; Execution. This Agreement may be executed in any number of counterparts, each deemed to be an original, and, taken together will constitute one and the same instrument. Signature pages may be executed via “wet” signature or electronic mark and the executed signature pages may be delivered using pdf or similar file type transmitted via electronic mail, cloud based server, e-signature technology or other similar electronic means.

M. Entire Agreement; Modification; Binding Effect. This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and, except as expressly provided, may not be modified or amended except by validly executed written agreement of the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement. This Agreement will be binding upon, and will inure to the benefit of, the parties and their respective heirs, personal representatives, successors and assigns.

[Remainder of this page intentionally left blank – signature page(s) follow(s).]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF COMMERCE CITY

Roger Tinklenberg, Interim City Manager
City Manager's Office

ATTEST:

APPROVED AS TO FORM:

Dylan A. Gibson, CMC, City Clerk

Brian Swann, Assistant City Attorney

Recommended for approval:

Joe Wilson, Director
Public Works

**COLORADO ELECTRIC & POWER
SYSTEMS, INC**

Signature

Vahid Habibi / President

Printed Name, Title

EXHIBIT A

SCOPE OF SERVICES

1. OVERVIEW OF SERVICES

At the City's direction and for a total sum not to exceed \$448,018.48, Colorado Electric & Power Systems, Inc ("Contractor") shall install a system of standby generators at the City's Municipal Services Complex, located at 8602 Rosemary Street, Commerce City, CO, 80022. All Services described herein shall be completed by May 1, 2021. Once installed, the generator system shall automatically provide backup power to the existing Streets, Fleet Maintenance and Administration Buildings in the event of an interruption in the utility power supply. More specifically, the Contractor shall:

- 1.1. Furnish all materials and perform all labor necessary for the completion of a design build/turnkey backup generator installation to serve three buildings at the Municipal Services Complex. The system includes the following units:
 - Building A (Public Works Administration Office), a 100kw- rated Caterpillar® unit;
 - Building B (Public Works Operations Office), an 80kw- rated Caterpillar® unit and
 - Building C (Public Works Shop), an 80 kw-rated Caterpillar® unit.
- 1.2. Verify sizing of each generator by performing building electrical demand/ load study at all facilities to be furnished with a generator. The duration of each study **shall be at a minimum of 7 days per building**. Results of the load /demand study shall be discussed with the City to confirm generator sizing and unit specifications. The Contractor will coordinate with City staff to perform this study while providing guidance in order to simulate the most accurate electrical demand for each facility.
- 1.3. Develop the detailed design for the standby generator system, as specified in this Scope of Work, including:
 - a. Site Civil and Structural Design sealed by a Professional Engineer licensed in the State of Colorado;
 - b. Mechanical Design;
 - c. Electrical Design sealed by a professional Engineer licensed in the State of Colorado;
 - d. Control, Monitoring and Alarming System Design; and
 - e. Equipment specification.
- 1.4. Facilitate design review meetings with City personnel and/or representatives, including project kickoff, 50%, 90% and final design review meetings.
- 1.5. Develop and maintain a Project schedule, including monthly updates provided to the City.

- 1.6. Apply for and obtain all required permits.
- 1.7. Furnish and install all new equipment and systems, including civil/site modifications, foundations, supports, mechanical installation, electrical installation, and other required components for a complete and operable system, as specified in this Scope of Services.
- 1.8. Demolish and dispose of all existing equipment, foundations, structures, systems and components no longer in service as a result of the Project.
- 1.9. Perform on-site startup and commissioning of the new and upgraded systems.
- 1.10. Provide operator and maintenance training for the new and upgraded systems.
- 1.11. Submit project record drawings, Factory Acceptance Testing (FAT) and Site Acceptance Testing (SAT) documentation and records where applicable, and operating and maintenance documentation for the new systems to the City.
- 1.12. Warranty all services and equipment provided as part of the project, for a two-year period following acceptance by the City
- 1.13. Comply with the location of the generator placement as identified in Exhibit B. Any potential change in the location must be discussed with the City and cannot be changed without written consent by City staff.

2. STANDBY GENERATOR SYSTEM DESIGN REQUIREMENTS

2.1 Codes and Standards

All design and installation shall be in accordance with the following regulatory codes and standards:

Code Title
AISC MANUAL OF STEEL CONSTRUCTION, 13 TH EDITION IBC INTERNATIONAL BUILDING CODE, 2018 EDITION
NFPA 37 STANDARD FOR THE INSTALLATION AND USE OF STATIONARY COMBUSTION ENGINES AND GAS TURBINES
NFPA 70 NATIONAL ELECTRICAL CODE, 2017 EDITION
NFPA 72 NATIONAL FIRE ALARM CODE, 2019 EDITION
NFPA 110 STANDARD FOR EMERGENCY AND STANDBY POWER SYSTEMS
STATE OF COLORADO AND LOCAL BUILDING CODES, SEE: https://www.c3gov.com/government/code-central

2.2 Design Requirements

1. The standby generator system shall be designed to automatically provide backup power to the Streets, Fleet Maintenance and Administration Buildings utilizing three (3)

permanently installed generators in the event of an interruption in the utility power supply.

2. Startup of generator(s), transfer/switching from utility power to generator power and transfer/switching back to the utility supply upon restoration of power (after a programmed time delay) shall be completely automatic, with no manual operations required. The newly installed system will monitor all electrical legs that currently supply power to the complex.
3. Generator(s) shall be capable of running without refueling for a minimum of 96 hours under normal operating conditions.
4. Contractor shall coordinate with the Authority Having Jurisdiction to confirm whether the new standby generator system will be considered an Optional Standby System under NEC Article 702 and whether NFPA 110 requirements shall apply. All design and installation shall meet the applicable requirements.
5. Fuel source for the new generator(s) shall be diesel. Diesel storage tanks shall be supplied as part of this installation and shall be integrated into each unit. Fuel storage tanks shall be double-walled and be equipped with a leak detection system.
6. Contractor shall evaluate noise level requirements and specify/install sound enclosures, etc. for new equipment as required.
7. Contractor shall evaluate emissions requirements and specify new equipment to meet all applicable standards and regulations. Contractor shall determine whether air permitting is required and obtain all necessary permits.
8. Contractor shall evaluate options for phased implementation of the standby generator system, i.e. installation and/or final tie-in for one building at a time. Any required facility outages shall be coordinated with the City.
9. Contractor shall develop a detailed design package for the new standby generator system. All drawings shall be sealed by a professional engineer licensed in the state of Colorado. Drawings and documentation developed as a part of the detailed design package shall include:
 - a. Single-Line drawings
 - b. Load Calculations for generator sizing
 - c. Panel Schedules
 - d. Plan and Section Views of new equipment locations
 - e. Conduit routing plans
 - f. Grounding plans
 - g. Civil and Structural drawings
 - h. Area Classification drawings
 - i. Electrical and Controls drawings, including wiring schematics for all new systems and connections to existing systems
 - j. Complete package of vendor drawings from the approval stage through final design
 - k. Provide complete hardcopies and electronic AutoCAD files of project final drawings to the City
 - l. All related engineering calculations, QA/QC, and manufactured equipment documentation
 - m. Any and all other items required by referenced codes, standards and ordinances

10. Each generator shall be equipped with a 3'x 3' elevated service platform to allow for safe access to generator control panels.

2.3 Civil/Structural Design

1. Contractor shall be responsible for design of all equipment and device supports and foundations required for a complete installation of the new standby generator system.
2. All drawings shall be sealed by a professional engineer licensed in the state of Colorado.
3. Contractor shall provide an erosion and sedimentation plan detailing the areas to be disturbed and the measures to be employed for maintaining control of the disturbed areas during adverse weather conditions.
4. Contractor shall be responsible for all required surveys and geotechnical analysis associated with new foundations installation.
5. Contractor shall design fuel spill control and containment measures associated with the new standby generator system including, but not limited to, structures, diversion trenches, berms and spillways. Fuel storage and spill containment systems shall be designed and installed in accordance with Colorado Storage Tank Regulation 7 C.C.R. 1101-14 and all other applicable EPA, Federal, State and local regulations
6. Include means of rainwater removal in any new impoundment designs.
7. Contractor shall develop layout drawings of designated work and staging areas.
8. Contractor shall complete all foundation designs and systems necessary for the new equipment, structures, and other items.
9. Contractor shall develop site plan showing placement of new equipment and impoundment structures, if required.
10. Contractor shall develop miscellaneous equipment supports and foundation details, as required.
11. Contractor shall be responsible for layout and design of any additional, permanent, exterior walkways. Coordinate equipment access path design with the City.
12. Contractor shall modify existing fencing to allow accessing the generators from inside of the fenced area of the MSC complex. The final proposed fence location shall be submitted to the City for review and approval prior to construction.

2.4 Mechanical System Design

1. Contractor shall be responsible for design of all mechanical systems required for a complete installation of the new standby generator system.
2. All drawings shall be sealed by a professional engineer licensed in the state of Colorado.
3. Contractor shall develop plan and section views of new equipment to be installed.
4. Contractor shall develop fabrication drawings for any new piping.
5. Contractor shall develop bill of materials for all new piping and equipment associated with the new standby generator system installation
6. Permanent fencing or other means shall be designed to limit access to generator equipment to authorized personnel only.

7. Any required pipe supports shall be designed to accommodate the loads induced by the piping, while allowing free movement, where necessary, and minimizing vibration.
8. Insulation shall be installed for personnel protection and/or thermal efficiency, as required.
Insulation shall be of mineral wool or similar materials with an external jacket appropriate for the application.
9. New mechanical systems shall be designed and installed to allow for ease of access to and egress from adjacent work areas.
10. All piping service vents and drains shall be plugged/capped/blinded and shall protrude from insulated piping sections for access.

2.5 Electrical System Design

1. Contractor shall be responsible for design of all electrical systems required for a complete installation of the new standby generator system.
2. All drawings shall be sealed by a professional engineer licensed in the state of Colorado.
3. Contractor shall perform an electrical load study to determine generator capacity requirements.
4. The standby generator system shall be integrated into the existing site power distribution system. Contractor shall be responsible for the specification and design of all required automatic transfer switches, disconnect switches, distribution panels, raceway and cabling systems, etc.
5. Contractor shall be responsible for the specification and design of all required control, monitoring and alarming systems.
6. A remote monitoring panel shall be provided in each building to indicate the status of the associated standby generator and automatic transfer switch.
7. Contractor shall be responsible for design of all required grounding and cathodic protection systems.
8. The following items shall be provided at each generator and fed from existing power sources in order to operate regardless of generator status:
 - a. 120V receptacles
 - b. Generator block heaters
 - c. Generator battery chargers
9. New wiring shall be installed in cable trays and/or threaded rigid galvanized conduit in exterior above-ground locations, PVC conduit in buried locations shall be schedule 80 and materials matching the existing installation for interior locations. All design and installation shall meet NEC2017 requirements.
10. Contractor shall update existing schematics to include new, additional controls if applicable.
11. Contractor shall be responsible for all component specifications.
12. Contractor shall develop a detailed bill of materials.

2.6 Preliminary Generator Minimum Specifications

1. Diesel fueled - see 4.2(4.) above; 4 day (96 hours) minimum run time without refuelling
2. 208/120V, 3-phase
3. kW rating(s) determined by Contractor Building A (Public Works Administration Office), a 100kw- rated Caterpillar® unit; Building B (Public Works Operations Office), an 80kw-rated Caterpillar® unit and Building C (Public Works Shop), an 80 kw-rated Caterpillar® unit.
4. Exhaust Silencer
5. Battery Charger
6. Block Heater
7. Weatherproof enclosure (steel) for outdoor installation (minimum temp 0 °F)
8. Controls – Vendor standard, NFPA 110 Level 1. Remote E-STOP interlock, remote alarm contacts, remote monitoring panel located in each building supplied by the generator
9. UL 2200 Certification
10. Each generator shall be equipped with steel bollards spaced in a manner which will protect each unit while allowing for servicing.

2.7 Minimum Specifications and requirements for the Automatic Transfer Switches.

Service rated where required, Integral Service Disconnect/Overcurrent Protection CircuitBreaker for Normal Utility Supply

NEMA 3R Enclosure where installed outdoors

Controls – Vendor standard

Programmable Exercise

Timer UL 1008

Certification

3. DESIGN-BUILD CONTRACTOR DETAILED DESCRIPTION OF SERVICES

3.1

General

Contractor shall be responsible for: design, procurement, surveying, planning, scheduling, estimating, expediting, inspection, quality assurance, quality control, management, administration, supervision, labor, construction, calibration, pressure testing, NDT, checking, flushing, pre-commissioning, start-up, and training services, as required for successful project execution and completion.

Contractor shall conduct electrical demand/load study of each of the building that will be furnished with a generator. The duration of each study **shall be at a minimum of 7 days per building**. The results of the study shall be used to confirm generator sizing. Results of the load and demand study shall be discussed with the City.

3.2 Project Management

Contractor shall be responsible for all project management, including but not limited to; labor, planning, logistics, scheduling and execution required to design, procure, construct and commission the new standby generator system.

Contractor shall provide any and all assistance and representation required by the City in reviewing the development and progress of the work with the City, its insurance underwriters, consultants, and governing authorities.

3.3 Engineering Design

Contractor shall develop a complete detailed design package for the new standby generator system. All drawings shall be sealed by a professional engineer licensed in the state of Colorado. See Section 2.0 above for design requirements and drawings/documentation to be developed as a part of the Services.

3.4 Permitting

Contractor shall be responsible for requesting and obtaining all necessary project permitting, including but not limited to:

1. Building and Electrical permits, as required by local authorities
2. Air/Environmental permits, if required
3. Participation in site meetings with City officials, if required
4. Revisions to existing site emergency and fire protection plans, as required

3.5 Procurement

1. Contractor shall be responsible for the procurement of all equipment, materials, supplies, and consumable items required for completion of this project, including but not limited to: generators, automatic transfer switches, distribution panels, disconnects and control/alarm system components.
2. Engineered equipment and assemblies shall be subject to review and approval by the City.
3. Long lead materials shall be ordered immediately upon City approval.
4. Contractor shall provide all required thermal and acoustic insulation systems, including materials and installation, for new equipment, as required.
5. Contractor shall provide all electrical, grounding, cathodic protection, instrumentation, control, alarm, monitoring, and recording systems associated with new equipment.
6. Contractor shall provide all pipe and cable/conduit supports, racks/foundations, and duct banks for all piping and cable/conduit installations associated with the new standby generator system.

7. Contractor shall provide all required, fixed personnel protection and safety systems including, but not limited to, handrails, platforms, kick plates, safety fences, rotating equipment guards, hazard barriers, thermal and electrical insulation meeting OSHA standards, where required, for all new equipment.
8. Contractor shall provide all new control and monitoring hardware, software, programming, enclosures, cables, I/O, and related components, as required to complete standby generator system installation.
9. Contractor shall provide software licenses for all new control system components, as applicable.
10. Supply, deliver to the site, store, and protect all spare parts (if any).
11. Contractor shall provide any and all freight, handling, loading, unloading, and storage requirements in accordance with manufacturer recommendations and as required by the City, its insurance underwriters, consultants, and governing authorities.
12. Contractor shall clean and provide protection for all applicable scope items and equipment to be installed. Protection shall include, but not be limited to, rust inhibitors, physical barriers, packaging, temporary enclosures, and temporary bracing.

3.6 Construction

Contractor shall be responsible for the following:

1. Design, siting, fabrication, installation, inspection and testing of Contractor work shall be in accordance with City requirements, and all applicable codes and standards.
2. Provide to the City a detailed construction schedule for review prior to the start of work. The schedule should include milestones where any facility outages would be required for tie-ins, electrical work, etc.
3. Site safety, first aid, and security measures, as required by the City, its insurance underwriters, consultants, and governing authorities during site preparation, construction, until project completion.
4. Develop and provide a complete health and safety plan (HASP) prior to commencement of construction activities.
5. Provide hazard monitoring and hazard mitigation systems in compliance with applicable codes.
6. Provide a geotechnical report for areas where foundations, etc. shall be installed, including a soil Proctor test to determine compaction.
7. Provide and maintain all temporary construction facilities, workspaces, and utilities. These may include but not be limited to offices, lunchrooms, locker rooms, restrooms, drinking water, sanitary waste disposal, fabrication areas, testing utilities and facilities, storage, construction roads, barricades, signs, document reproduction facilities, electric power and other such similar items. These shall be provided as needed, unless specifically identified as being provided by the City. These shall be provided in manner such as not to interfere with daily operations, as directed by the City and consistent with its requirements.
8. Maintain security of the construction site and coordinate high traffic and main road interference.

9. Provide all necessary weather protection, construction heating, construction lighting, construction de-watering and drainage for the work and work areas during the construction and commissioning process.
10. All site preparation, demolition, disposal, rigging, and lifting required for installation of new equipment and foundations, including but not limited to: excavation, forming, backfill, grading, walkways, construction trailers and other items required for complete installation.
11. Request and obtain hot work permits and any other permits required during construction.
12. Storage and disposal of all excavated materials shall be included in Contractor's Proposal.
See Section 6.7 for handling of potentially contaminated materials.
13. Provide temporary and permanent lighting systems required for new equipment areas, including but not limited to outside area operations, maintenance, and security lighting.
14. Utilization of existing wireways and duct banks for electrical installations, where possible.
Contractor shall install conduit and cables to match existing installations when it is feasible to do so.
15. Provide connections to City-supplied temporary electrical power for construction operations, as needed.
16. Coat, paint, and identify all new equipment as required to meet current City standards.
17. Provide all waste disposal and cleanup, including daily housekeeping, for work on the Site.
18. Labor, materials, specialized tools, consumables, supplies, construction equipment, start-up spares, and materials of both a permanent and temporary nature.
19. Coordination with the City at such times when an outage is required for a phase of the construction process.
20. Restoration of all temporary use areas to original condition.
21. Complete all work required to fully install the new standby generator system and integrate into the existing power distribution system.

3.7 Environmental

1. The Contractor shall submit a Hazardous Materials Management Plan to the City for approval prior to the start of work.
 - a. Piping, supports, structures and equipment to be modified or removed by the project shall be tested for the presence of lead paint. The Contractor shall be responsible for testing, abatement and disposal of all components identified to contain lead paint. The Contractor shall include costs for testing, abatement and disposal with bid.
 - b. Insulation and materials which have the potential to contain asbestos shall be tested. The Contractor shall be responsible for testing, abatement and disposal of all components and materials containing asbestos. The Contractor shall include

costs for testing with its base bid. The Contractor shall provide a fee schedule/rate sheet to be applied for any required abatement and/or disposal of materials containing asbestos.

- c. The Contractor's personnel shall be licensed and in good standing with the State of Colorado. The Contractor shall apply and obtain all applicable permits.
2. The Contractor shall submit a Soil and Excavated Materials Management Plan to the City for approval prior to the start of excavation, in accordance with all applicable local, state and federal regulations.
 - a. The condition of the existing concrete and subgrade soils is unknown. If the Contractor encounters potentially contaminated soil, the Contractor shall stop work, notify the City and secure the area. The Contractor shall be responsible for any required testing, storage and disposal of excavated contaminated materials in accordance with all applicable local, state and federal regulations, and shall provide unit pricing for these as part of bid. No material shall be tested or shipped off-site without the express written permission of the City.
 - b. All offsite material submitted for use on the project site shall conform with all applicable local, state and federal regulations. Documentation clearly characterizing the chemical characteristics of the soils proposed for use shall be provided to the City for review at least two weeks prior to proposed use. Samples of proposed import soil shall be chemically tested, at the Contractor's cost, to determine their conformance with all applicable local, state and federal regulations.
 - c. The following information shall be submitted to the City for review prior to use of an off-site borrow source. No soil shall be brought to the site without approval by the City. If the materials are suspected to be contaminated based on review of the site characterization data or for other reasons, the material will be rejected, or additional chemical testing will be required as directed by the City. The chemical testing shall be completed by the Contractor at no additional cost to the City. It is anticipated that chemical testing would not normally be required for material from customarily utilized commercial (natural) borrow sources.
 - i. Location and address of the borrow source site.
 - ii. All report(s) associated with an assessment of the source site as it relates to the presence of oil or hazardous materials.
 - d. A minimum of three weeks prior to removal of excavated soil material from the site, the Contractor shall submit to the City in writing the address, operator and contact information for all the proposed disposal/reuse locations, including the Fill Management Plan(s) including the, local, state and federal permits (as applicable).

3.8 Quality Assurance

1. Contractor shall maintain and provide all test records, data, calculations, drawings, diagrams, manuals, specifications, and other information and documentation to industry standards, and as reasonably requested by the City.
2. All QA/QC documentation shall be compiled in a project data book issued to the City at the end of the project. The project data book shall be issued in both electronic and hardcopy formats.
3. QA/QC documentation shall include but not be limited to: manufactured equipment specifications and O&M manuals, factory acceptance test reports, commissioning reports, and performance test data.

3.9 Commissioning and Startup

1. Contractor shall be responsible for all initial testing, start-up, and commissioning of the new standby generator system and all associated components, with support from City personnel, including but not limited to: conductor insulation resistance testing, visual inspection, battery checks, block heater functional checks, protective interlock functional checks and automatic transfer switch functional checks.
2. Contractor shall perform load testing of generator(s) using a load bank in accordance with manufacturer recommendations.
3. Contractor shall perform functional testing of the complete installed and connected standby generator system, including simulated loss and restoration of utility power utilizing actual connected loads.
4. Contractor shall provide personnel and services required for testing, pre-commissioning, commissioning, start-up and site personnel training.

3.10 Acceptance Testing

1. Contractor shall be responsible for operational performance testing of the new equipment to satisfactorily demonstrate the new system to the City, including any tests required for initial evidence of permit compliance, as required.

3.11 Warranty

1. Contractor shall warranty the complete standby generator system and all associated work/components for a period of 24 months following successful commissioning and acceptance testing.

4.0 SERVICES/ITEMS TO BE PERFORMED BY CITY

The City shall furnish or have furnished at its expense only those items listed below:

- Utilities required by Contractor during construction, commissioning, and completion of the project, including electricity and water.
- Outside, third-party soil compaction testing, reinforcing steel installation observation, concrete testing and associated laboratory testing. This section in no way absolves the Contractor from performing testing described elsewhere in this contract to be performed by the Contractor.
- Facility shutdown assistance and outage scheduling/direction.

- Integration of the newly installed generators into the building fire alarm monitoring system. The Contractor shall install wiring for each generator and terminate at each fire control panel, the City will integrate this wiring into the existing fire alarm panels as needed.
- When required, the City shall provide inspection, supervision, administration, hot work permits, and other services associated with the performance of Contractor's work.
- Property access and exclusive site access.

5.0 LINE-ITEM COST BREAKDOWN

A ITEM NO.	B DESCRIPTION OF WORK	C CONTRACT VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE 5%
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
	ORIGINAL CONTRACT								
0	Documents and Submittals prep work	\$ 21,000.00	\$0.00	\$ -	\$0.00	\$0.00	0.00%	\$21,000.00	\$0.00
1	Bond fee	\$ 10,000.00	\$0.00	\$ -	\$0.00	\$0.00	0.00%	\$10,000.00	\$0.00
2	Engineering	\$ 10,000.00	\$0.00	\$ -	\$0.00	\$0.00	0.00%	\$10,000.00	\$0.00
3	Permit fee	\$ 1,500.00	\$0.00	\$ -	\$0.00	\$0.00	0.00%	\$1,500.00	\$0.00
4	Metering of each Building	\$ 7,500.00	\$0.00	\$ -	\$0.00	\$0.00	0.00%	\$7,500.00	\$0.00
5	Generators and ATSs	\$ 195,000.00	\$0.00	\$ -	\$0.00	\$0.00	0.00%	\$195,000.00	\$0.00
6	Excavation, Trenching and prep for pads	\$ 35,000.00	\$0.00	\$ -	\$0.00	\$0.00	0.00%	\$35,000.00	\$0.00
7	Concrete pads	\$ 30,000.00	\$0.00	\$ -	\$0.00	\$0.00	0.00%	\$30,000.00	\$0.00
8	Soil testing	\$ 4,500.00	\$0.00	\$ -	\$0.00	\$0.00	0.00%	\$4,500.00	\$0.00
9	Material, conduits, cable,...etc	\$ 30,000.00	\$0.00	\$ -	\$0.00	\$0.00	0.00%	\$30,000.00	\$0.00
10	Installation labor	\$ 33,740.00	\$0.00	\$ -	\$0.00	\$0.00	0.00%	\$33,740.00	\$0.00
11	Ballard	\$ 18,500.00	\$0.00	\$ -	\$0.00	\$0.00	0.00%	\$18,500.00	\$0.00
12	Fence Demo and New	\$ 12,500.00	\$0.00	\$ -	\$0.00	\$0.00	0.00%	\$12,500.00	\$0.00
13	Crane to offload generators	\$ 6,500.00	\$0.00	\$ -	\$0.00	\$0.00	0.00%	\$6,500.00	\$0.00
14	Initial fuel	\$ 8,500.00	\$0.00	\$ -	\$0.00	\$0.00	0.00%	\$8,500.00	\$0.00
15	Generators Start up	\$ 12,000.00	\$0.00	\$ -	\$0.00	\$0.00	0.00%	\$12,000.00	\$0.00
16	Use tax	\$ 11,778.48	\$0.00	\$ -	\$0.00	\$0.00	0.00%	\$11,778.48	\$0.00
17		\$ -	\$0.00	\$ -	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
18		\$ -	\$0.00	\$ -	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
19		\$ -	\$0.00	\$ -	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
20		\$ -	\$0.00	\$ -	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
21		\$ -	\$0.00	\$ -	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
22		\$ -	\$0.00	\$ -	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
	GRAND TOTALS	\$448,018.48	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$448,018.48	\$0.00

EXHIBIT B

New Generator Placement Location Map





7887 East 60th Avenue
Commerce City, Colorado 80022
Phone (303) 289-3627
Fax (303) 289-3661
www.c3gov.com

EQUIPMENT DECLARATION

Company: _____

Date: _____

Address: _____

State and Zip: _____

Note: Construction equipment that was not otherwise subjected to the Commerce City sales or use tax, and which is located within the boundaries of the City of Commerce City for a period of thirty (30) consecutive days or less, will be subjected to the use tax of Commerce City on a prorated basis if the equipment is declared in advance. **If the equipment is not declared in advance or is located within the City for over thirty (30) consecutive days, the amount of tax due will be calculated on 100% of the original purchase price.**

The tax on Declared Equipment will be calculated using the following method: **The original purchase price of the equipment will be multiplied by a fraction, the numerator of which is one (1) and the denominator which is twelve (12); and the result will be multiplied by four and one-half percent (4.5%) to determine the amount of Use Tax payable to the City.** Example: thirty (30) days or less = $\frac{1}{12} \times$ purchase price of the equipment \times 4.5%.

In order for a taxpayer to qualify for this exemption, the taxpayer must comply with the procedures described in Section 29-2-109(4) of the Colorado Revised Statutes by completing this form and remitting the tax due to the Finance Department of the City of Commerce City. **If the taxpayer does not file this form the exemption herein provided for will be deemed waived by the taxpayer.**

A separate declaration form must be used for each individual piece of equipment.

Construction Equipment Declared:

Description of Equipment and/or VIN number: _____

Purchase price of above equipment and date purchased: _____

Date equipment will enter the City: _____

Date equipment will be removed from the City: _____