

**UTILITIES BOARD AGENDA**

**Tuesday, September 10, 2024 @ 12:00 Noon**

	P	A	1	2	3	4	5	6	7	8
Brooke	---	---	---	---	---	---	---	---	---	---
Thrall	---	---	---	---	---	---	---	---	---	---
Leonard	---	---	---	---	---	---	---	---	---	---
Bellomy	---	---	---	---	---	---	---	---	---	---
Crespin	---	---	---	---	---	---	---	---	---	---
Williams	---	---	---	---	---	---	---	---	---	---
Clark	---	---	---	---	---	---	---	---	---	---
Hourieh	---	---	---	---	---	---	---	---	---	---
Denman	---	---	---	---	---	---	---	---	---	---
Owen	---	---	---	---	---	---	---	---	---	---

1. Minutes from August 27, 2024 Meeting \_\_\_\_\_
2. Approval of Purchase Orders 630233 thru 630268 \_\_\_\_\_
3. Payment of Bills \_\_\_\_\_
4. Consider Approval of Bid #2050 – Line Materials and Hardware  
\_\_\_\_\_
5. Consider Approval of Bid #2051 – Wooden Poles  
\_\_\_\_\_
6. Consider Approval of Construction Agreement between CAMPOS EPC and Lamar Utilities Board for the Abandonment of a Natural Gas Transmission Pipeline.  
\_\_\_\_\_
7. System Operating Report  
\_\_\_\_\_
8. Adjournment  
\_\_\_\_\_

**LAMAR UTILITIES BOARD  
MINUTES OF THE UTILITIES BOARD MEETING  
August 27, 2024**

The Lamar Utilities Board met in regular session at 12:00 p.m. with Chairman Thrall presiding.

Present: Doug Thrall, Patrick Leonard, Jill Bellomy, Lance Clark, Houssin Hourieh, Leala Owen, Linda Williams

Absent: Jay Brooke, Kirk Crespin, Lisa Denman

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**Minutes of Previous Meeting – August 13, 2024**

Boardmember Leonard moved and Boardmember Bellomy seconded to approve meeting minutes of August 13, 2024.

Voting Yes: Thrall, Leonard, Bellomy

Voting No: None

**Purchase Orders #630205 thru 630232**

Boardmember Leonard moved and Boardmember Bellomy seconded to approve purchase orders #630205 thru 630232 in the amount of \$98,851.89.

Voting Yes: Thrall, Leonard, Bellomy

Voting No: None

**Payment of Bills**

Boardmember Leonard moved and Boardmember Bellomy seconded to approve payment of bills: Vouchers #54807 through #54848 for a total of \$1,219,121.74.

Voting Yes: Thrall, Leonard, Bellomy

Voting No: None

**Consider Approval of First Amendment to ARPA Agreement for Purchasing Agent Services**

Boardmember Leonard moved and Boardmember Bellomy seconded to approve First Amendment to ARPA Agreement for Purchasing Agent Services.

Voting Yes: Thrall, Leonard, Bellomy

Voting No: None

**Consider Approval of Bid #2049 – Ductile Iron Poles**

Boardmember Leonard moved and Boardmember Bellomy seconded to approve and award Bid #2049 for Ductile Iron Poles to McWane for a total of \$81,937.40.

Voting Yes: Thrall, Leonard, Bellomy

Voting No: None

**July 2024 Financial Report**

Superintendent Hourieh reviewed the July 2024 financials which included the following:

Balance Sheet – Cash is down \$321,377.00 from June 2024 and accounts receivable has increased by \$256,782.00.

Income Statement – Total operating revenue is \$1,645,056.00 with total operating costs being \$1,474,403.00 for a gross operating income of \$170,653.00. Adding in non-operating revenues and expenses brings the net loss to \$41,810.00.

YTD Income Statement – YTD operating revenue is \$8,619,956.00 and total operating costs are \$7,997,407.00 resulting in gross operating income of \$622,550.00. Adding in non-operating revenues and expenses, there is a net loss of \$542,944.00.

YTD Comparison to 2023 – Retail sales are up \$692,694.00 or 9%. However, operating expenses are up approximately \$894,913.00 or 13% resulting in a net loss of \$542,944.00 for the year.

### **System Operating Report**

Superintendent Hourieh reported that the line crew completed the replacement of 3 wooden poles with 3 – 40 ft. class II ductile iron poles between LAMSO substation and Rd. CC south of town, and a 40 ft. wooden pole and two pole mount transformers in Bristol after a severe thunderstorm that passed through the area on August 13, 2024 around 3:45 p.m.

Superintendent Hourieh reported that they have begun 2025 budget discussion for the proposed LUB capital outlay. He stated they are moving forward with the scheduled 4kv feeder protection relays upgrade, AMMI metering system upgrade, distribution system upgrade, substations maintenance, wind turbines maintenance which includes bed plate inspection for all turbines and T-3 gearbox elastomer replacement and safety and training.

During last week's storm there was a loss of 15 poles in the well field.

### **Adjournment**

There being no further business to come before the Board, Boardmember Leonard moved and, Boardmember Bellomy seconded that the meeting adjourn.

Voting Yes: Thrall, Leonard, Bellomy

Voting No: None

The meeting adjourned at 12:31 p.m.

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Linda Williams – City Clerk

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Doug Thrall – Chairman

**CITY OF LAMAR  
LAMAR UTILITIES BOARD  
PAYMENT REGISTER**

<b>PAYMENT</b>	<b>HP/VD</b>	<b>VENDOR NAME</b>	<b>ITEMS</b>	<b>NET PAY</b>	<b>PAID DATE</b>	<b>BATCH</b>
54849		1129 CITY OF LAMAR L&P RESERVE	1	30,000.00	08/30/24	124887
54850		1255 WAKEFIELD & ASSOCIATES	1	274.56	08/30/24	124887
54851		2058 CITY OF LAMAR-GENERAL FUND	1	11,875.00	08/30/24	124887
54852		1 ROY BIEKER	1	217.14	08/30/24	124900
54853		1 KEITH E. NIDEY	1	130.42	08/30/24	124900
54854		1 STEVEN C DUARTE	1	42.84	08/30/24	124900
54855		1 TYRIQUE A JARA	1	5.28	08/30/24	124900
54856		1 LARRY A MCLEMORE	1	2.61	08/30/24	124900
54857		351 PERA OF COLORADO	3	20,254.86	09/03/24	124926
54858		442 401K VOLUNTARY INVESTMENT PLAN	2	1,284.94	09/03/24	124926
54859		666 COMMUNITY STATE BANK	1	125.00	09/03/24	124926
54860		2055 CITY OF LAMAR	4	12,971.23	09/03/24	124926
54861		2056 CITY OF LAMAR-PAYROLL	1	130.83	09/03/24	124926
54862		15 LAMAR BMS	5	280.58	09/06/24	124992
54863		22 CITY OF LAMAR-UTILITIES	5	1,073.43	09/06/24	124992
54864		62 LAMAR AUTO PARTS	1	971.24	09/06/24	124992
54865		87 RANCHERS SUPPLY OF LAMAR LLC	1	20.50	09/06/24	124992
54866		333 DOUBLE K CAR WASH LLC	1	45.59	09/06/24	124992
54867		423 WALLACE GAS & OIL INC	19	1,254.10	09/06/24	124992
54868		765 UNCC	1	91.59	09/06/24	124992
54869		1230 JACO ANALYTICAL LABORATORY INC	1	167.85	09/06/24	124992
54870		2297 QUALITY DRY CLEANERS	3	32.90	09/06/24	124992
54871		2450 WEX BANK	1	3,573.61	09/06/24	124992
54872		2571 PROCOM	1	115.00	09/06/24	124992
54873		2768 COUNTRY QUALITY PEST CONTROL INC	1	95.00	09/06/24	124992
54874		2856 STATE INDUSTRIAL PRODUCTS CORPORATI	1	149.85	09/06/24	124992
54875		2993 TRANSWEST TRUCK TRAILER RV	1	772.29	09/06/24	124992
54876		3655 MCMASTER-CARR SUPPLY COMPANY	1	26.88	09/06/24	124992
54877		4398 SECOM	1	576.40	09/06/24	124992
54878		6059 TECHLINE LTD	1	289.00	09/06/24	124992
54879		6060 VISA	2	5,609.74	09/06/24	124992
54880		6061 WESCO DISTRIBUTION INC	1	757.32	09/06/24	124992
54881		6063 CENTURLINK	1	1,555.29	09/06/24	124992
54882		6064 LAMPTON WELDING SUPPLY INC	1	66.16	09/06/24	124992
54883		6072 WESTERN UNITED ELECTRIC SUPPLY	1	994.00	09/06/24	124992
54884		6123 COLORADOLAND TIRE & SERVICES	1	22.00	09/06/24	124992
54885		6174 NATIONAL INDUSTRIAL & SAFETY SUPPLY	1	477.60	09/06/24	124992
54886		6183 ZORO TOOLS INC	3	634.56	09/06/24	124992
54887		6189 J HARLEN CO INC	1	51.25	09/06/24	124992
54888		6231 BENDPAK INC	1	4,545.00	09/06/24	124992
54889		6256 BECKS EQUIPMENT SOLUTIONS	1	560.00	09/06/24	124992
54890		6270 COMMERCIAL LIGHTING COMPANY	1	1,194.22	09/06/24	124992
				103,317.66		
<b>BANK TOTA PAYMENT</b>		<b>42 VOIDS:</b>	<b>0</b>			

**Agenda Item No. 4**

**Board Meeting Date: September 10, 2024**

**LAMAR UTILITIES BOARD  
AGENDA ITEM INFORMATION**

**ITEM TITLE: Consider Approval of Bid #2050 – Line Materials and Hardware**

**INFORMATION:**

We submitted 5 bids for a variety of line materials and received back 3 bids. The staff recommendation is to accept the low bid from Border States for a total amount of \$15,671.24.

## TABULATION SHEET FOR BID #2050 LINE MATERIALS AND HARDWARE

BID RETURN DATE: SEP 3, 2024

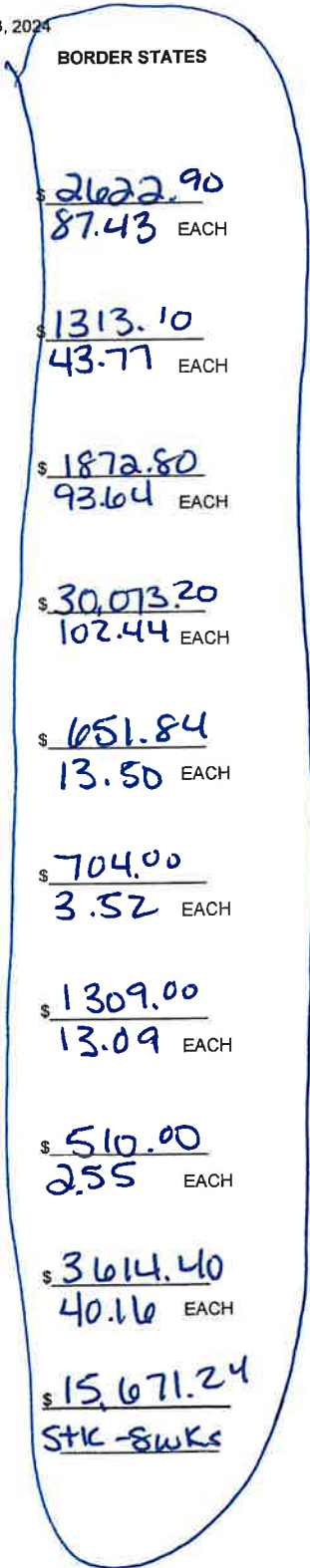
	WESCO DENVER UTILITY	WESTERN UNITED	TECHLINE INC	STUART IRBY	BORDER STATES
1	18KV ARRESTERS 30 \$ <u>2399.70</u> <u>79.99</u> EACH	\$ _____ EACH	\$ <u>2619.00</u> <u>87.30</u> EACH	\$ _____ EACH	\$ <u>2622.90</u> <u>87.43</u> EACH
2	4KV ARRESTERS 30 \$ <u>1201.20</u> <u>40.04</u> EACH	\$ _____ EACH	\$ <u>No Bid</u> EACH	\$ _____ EACH	\$ <u>1313.10</u> <u>43.77</u> EACH
3	15KV CUTOUTS 20 \$ <u>1764.80</u> <u>88.24</u> EACH	\$ _____ EACH	\$ <u>2093.00</u> <u>104.65</u> EACH	\$ _____ EACH	\$ <u>1872.80</u> <u>93.64</u> EACH
4	27KV CUTOUTS 30 \$ <u>3078.90</u> <u>102.63</u> EACH	\$ _____ EACH	\$ <u>3,630.00</u> <u>121.00</u> EACH	\$ _____ EACH	\$ <u>30,073.20</u> <u>102.44</u> EACH
5	HENDRIX INSULATORS 48 \$ <u>No Bid</u> EACH	\$ _____ EACH	\$ <u>No Bid</u> EACH	\$ _____ EACH	\$ <u>651.84</u> <u>13.50</u> EACH
6	5/8X10" BOLTS 200 \$ <u>1600.00</u> <u>8.00</u> EACH	\$ _____ EACH	\$ <u>430.00</u> <u>2.15</u> EACH	\$ _____ EACH	\$ <u>704.00</u> <u>3.52</u> EACH
7	CROSSARM PIN 1" 100 \$ <u>1200.00</u> <u>12.00</u> EACH	\$ _____ EACH	\$ <u>1235.00</u> <u>12.35</u> EACH	\$ _____ EACH	\$ <u>1309.00</u> <u>13.09</u> EACH
8	WASHERS 3X3 200 \$ <u>470.00</u> <u>2.35</u> EACH	\$ _____ EACH	\$ <u>270.00</u> <u>1.35</u> EACH	\$ _____ EACH	\$ <u>510.00</u> <u>2.55</u> EACH
9	25 KV DEADEND INSULATORS 90 \$ <u>2727.00</u> <u>30.30</u> EACH	\$ _____ EACH	\$ <u>1710.00</u> <u>19.00</u> EACH	\$ _____ EACH	\$ <u>3614.40</u> <u>40.16</u> EACH

TOTAL OF BID: \$ 14,441.60      \$ \_\_\_\_\_      \$ 11,987.00      \$ \_\_\_\_\_      \$ 15,671.24

DELIVERY DATE: STK - 8WKS      \_\_\_\_\_      STK      \_\_\_\_\_      STK - 8WKS

PRESENT FOR BID OPENING:



**Board Meeting Date: September 10, 2024**

**LAMAR UTILITIES BOARD  
AGENDA ITEM INFORMATION**

**ITEM TITLE: Consider Approval of Bid #2051 – Wooden Poles**

**INFORMATION:**

We submitted 6 bids for 30 ft class 5 and 35 ft class 2 wooden poles. We received back 2 bids. These poles are to replenish our stock inventory. The staff recommendation is to accept the low bid from Bell Lumber & Pole in the amount of \$28,450.00

TABULATION SHEET FOR BID #2051  
CEDAR POLES

BID RETURN DATE: SEPTEMBER 3, 2024

COMPANY NAMES / BIDS SENT TO:

ITEM QTY	DESCRIPTION	BELL LUMBER & POLE QTY BID	STELLA JONES CORPORATION QTY BID	WESTERN UNITED QTY BID	BORDER STATES QTY BID	WESCO ELECTRIC QTY BID	STUART IRBY QTY BID
1 35	30' CLASS 2 CEDAR POLES	\$18,340.00 524.09 EACH	\$22,180.55 633.73 EACH	\$ _____ EACH	\$ _____ EACH	\$ _____ EACH	\$ _____ EACH
2 10	35' CLASS CEDAR POLES	\$10,110.00 1011.04 EACH	\$12,197.50 1219.73 EACH	\$ _____ EACH	\$ _____ EACH	\$ _____ EACH	\$ _____ EACH
GRAND TOTAL:		\$28,450.00	\$34,378.05	\$ _____	\$ _____	\$ _____	\$ _____
DELIVERY DATE:		3-4wks	9-10wks	_____	_____	_____	_____

PRESENT FOR BID OPENING:

*[Signature]*

*[Signature]*

*[Signature]*



**Board Meeting Date: September 10, 2024**

**LAMAR UTILITIES BOARD  
AGENDA ITEM INFORMATION**

**ITEM TITLE: Consider Approval of Construction Agreement between CAMPOS EPC and Lamar Utilities Board for the abandonment of a Natural Gas Transmission Pipeline**

**INFORMATION:**

We finally were able to finalize the attached construction agreement that will allow us to decommission approximately 17 miles of 6” and 4” transmission class natural gas pipeline. This line became a stranded asset after the decommissioning of the Lamar Re-Powering Project, and has to be abandoned in place per U.S. DOT and Colorado PUC guidelines. CAMPOS EPC is a company that specializes in this type of work and will be done as a turn key (engineering, procurement, and construction) project.



September 4<sup>TH</sup>, 2024

Houssin Hourieh  
Superintendent  
Lamar Utilities Board  
100 N. Second St.  
Lamar, CO 81052



Subject: **EXHIBIT A: Work Authorization #RW771401 Gas Field System Abandonment**

Dear Mr. Hourieh,

Campos EPC (CEPC) is pleased to provide a proposal for the design and execution of the abandonment of Lamar Utilities' Gas Field System. Based on our highly experienced personnel and company capability, we are confident in our ability to execute this project to completion and your satisfaction. This project is the type of work that CEPC has demonstrated successful outcomes for numerous other companies in the oil & gas pipeline industry.

At Campos EPC, we pride ourselves in the core philosophy of providing exceptional value at a fair price. We price our solutions with the consideration of project requirements (based on the initial SOW, regulatory and design codes, and company procedures/best practices). As such, we aim to streamline this process for the Lamar Utilities Board and reduce the burden of this effort on your employees.

Key objectives for the Gas Field System Abandonment Project will include:

- Zero safety incidents and zero preventable environmental releases.
- Abandonment of the pipeline in full accordance with local jurisdictional agencies.
- Perform detailed design and develop plans to meet the needs of Lamar Utilities Board in full.
- Utilize existing relationships with qualified sub-contractors to ensure the project expectations are met or exceeded.

Sincerely,

A handwritten signature in black ink, appearing to read "Ryan Wamble".

Ryan Wamble, Director of Engineering, Pipeline

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## **SCOPE OF WORK**

Campos EPC (CEPC) has been provided with a map of the existing gas field system pipeline which are to be abandoned in place on order of the Lamar Utilities Board in Lamar, Colorado. The purpose of this proposal is to generate an accurate scope of work for engineering design and execution of the pipeline abandonment.

## **EXECUTION PLAN**

CEPC proposes to execute the design of this project as follows:

### **Project Initiation**

Upon award of the project, CEPC will generate a detailed schedule within Microsoft Project. While an initial schedule has been provided as part of this proposal, a more granular schedule will be utilized to track tasks and resource loading over the life of the project. Additionally, the project manager, NACC construction manager, and Principal of EPC will perform an initial site visit to *all* locations pertinent to the scope of abandonment in order identify all facilities and touch points, and method of abandonment over the entirety of the gas system.

### **Project Design**

Following Project Initiation, CEPC will move into the design phase of the project. Considering the nature of the overall project scope, this will be a more limited design than that of a pipeline installation design. To ensure that the entirety of the gas system is abandoned properly, it will be necessary for CEPC to perform a third party locate and mapping of the pipeline system. It is expected this can be accomplished using a two-man survey crew over the course of two (2) weeks. Once this has been completed the data will be processed and a full map of the gas system will be generated for use in design. With respect to design, the only anticipated deliverable will be the aforementioned mapping of gas system assets and a sequence of construction. This sequencing will ensure all construction locations have been well identified and no length of pipeline is missed in the effort to purge gas from the system. Additionally, this will provide a step-wise plan for pushing nitrogen through the system for gas removal.

### **Project Construction**

Project construction will commence following release to construction by Lamar Utilities Board. Construction is anticipated to flow as follows:

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- Mobilization
- Gas Check – CEPC will ensure gas system is 0-pressure, 0-gas and that no gas inlets are capable of being inadvertently opened to ensure crew safety. **(NOTE: GAS AND LIQUIDS CHECKS WILL BE PERFORMED AT EACH LOCATION PRIOR TO ANY HOT-WORK.)**
- Preparation for nitrogen fill – prior to any nitrogen being placed in the line, 2” Save-a-valves (SAVs) will be installed at convenient locations to allow for nitrogen fill and gas removal from the system. This will continue in parallel to nitrogen fill once the initial leg of purge gas line has been initiated.
- All abandoned pipe will be filled and pressurized to approximately 2-5 psig of Nitrogen Gas so as to inert any active materials which may vaporize within the line and create an explosive mixture in the future, and ensure complete evacuation of all flammable materials within the pipeline.
- Restoration – All work locations will be repaired to ‘as-found’ or ‘like surrounding’ conditions.
- Demobilization

Project Closeout

Finally, once construction has been completed, a job book will be generated documenting the abandonment of the asset for future use on behalf of the Lamar Utilities Board.

**SCHEDULE**

CEPC anticipates the following Major Milestone schedule for the work described herein.

Major Milestones	
NTP	Mon 7/15/24
Survey/Mapping Complete	Tue 8/26/24
Construction Start	Wed 9/4/24
Construction End	Mon 9/26/24
Closeout Complete	Mon 10/25/24

A more detailed schedule has been provided as **Attachment C** to this proposal.

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**COST**

CEPC is proposing to execute project on a hybrid Time and Material (T&M), Unit Rate Basis as represented below.

T&M Engineering:

Task	Cost
Project Initiation	\$ 18,540.00
Project Survey	\$ 26,440.00
Project Design	\$ 12,728.00
Project Closeout	\$ 13,760.00
<b>Total</b>	<b>\$ 71,468.00</b>

For the CEPC detailed engineering T&M cost, please refer to **Attachment A**.

Unit Rate Construction Estimate:

Task	Cost
Mobilization	\$ 8,800.26
Gas Check	\$ 73,953.75
Nitrogen Fill/Flush	\$ 88,002.57
Restoration	\$ 17,600.51
Demobilization	\$ 8,800.26
Engineering Support During Construction	\$ 39,195.00
<b>Total</b>	<b>\$ 236,352.35</b>

Note: Construction estimate is based on Day Rates for two types of Units:

Unit	Rate
4-Man Crew + Equipment	\$ 8,800.26
4-Man Crew + Equipment + Welder & Hot Tapping	\$ 18,488.44

For the CEPC detailed construction Unit based cost, please refer to **Attachment B**.

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Materials Estimate:

**\*NOTE: THESE ARE UNIT RATES WHICH WILL BE UTILIZED FOR MATERIALS. HOWEVER, QUANTITY IS TBD. MATERIALS WILL BE CHARGED PER UNIT UTILIZED FOR PROJECT COMPLETION @ UNIT COST REPRESENTED BELOW.**

MATERIAL DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL (EST.)
2" SAVE-A-VALVE	36	EACH	\$ 275.00	\$ 9,900.00
NITROGEN (GAS CONSUMEABLE)	69280	SCF	\$ 1.01	\$ 70,111.36
NITROGEN MOB/DEMOB	2	EACH	\$ 1,815.00	\$ 3,630.00
NITROGEN LABOR & TRUCK	10	DAYS	\$ 2,783.00	\$ 27,830.00
TAX:				\$ 4,720.67
TOTAL:				\$ 116,192.03

All-in Cost Estimate (Construction and Materials Subject to Change):

Task	Cost
Engineering & Survey	\$ 71,468.00
Construction	\$ 236,352.35
Materials	\$ 116,192.03
Bonding	\$ 5,000.00
Total	\$ 429,012.38

**BONDING**

Note that Bonding (represented above at an estimated \$5,000.00) will be procured after release of this proposal and is subject to change. Bonding is to be paid for by Lamar Light and Power, and will be a direct pass-through cost when procured. Bonding will not exceed \$10,000.00, but is expected to be in line with the represented \$5,000.00.

**SUB-CONTRACTORS**

CEPC will utilize NACC Construction for the abandonment of the gas field system.

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## CLARIFICATIONS AND EXCLUSIONS

- Survey is intended only for asset mapping purposes. No foreign utility, boundary or control, or topographic survey is included within the scope of this project. Furthermore, no construction staking or construction survey is anticipated for this project scope.
- No permitting has been included within the scope of this project. It is assumed that any laydown or storage areas will be provided by Lamar Utilities.
- It is assumed that Lamar Utilities will be able to dispose of any and all cutout materials (while this is construction related and not pertinent to this specific proposal it is a prior assumption). This is expected to be minimal as above-ground assets are to remain in place when abandoned.
- It is assumed that the pipelines do not require cleaning prior to abandonment. While this may be needed, it is not assumed in engineering or preliminary construction ROM costs.
- No pigging of any sort has been evaluated within the scope of engineering or ROM estimate for construction of the line abandonment. It is assumed no pigging will be required.
- It is assumed that the pipeline is already gas free and can be brought to 0-pressure readily by the operator (Lamar Utilities).
- Campos EPC will attend weekly meetings as required by phone or in person to update Lamar Utilities manager on performance, schedules and costs and estimate results. 12 -1 hour meetings are planned to take place in person or via phone. 12 – 1 hour internal meetings are planned to take place to prepare for and debrief from client meetings.
- Campos EPC will coordinate progression of design internally.
- Campos EPC will attend meetings with governmental jurisdictions as required and has planned 2 – 2 hour meetings.
- Hours represented in the fee template are indicative of the planned level of effort.
- It is assumed that zero (0) taps are required to be abandoned within other(s) properties.
- One (1) site visit is planned prior to construction by a construction manager, engineer, engineering program manager, and CEPC Principal of EPC.
- It is assumed that no separate workspace maps will be required.
- It is assumed that no design drawings will be produced for this project.
- Any exhibits required will be produced via .kmz.
- No environmental study is to be performed as part of this scope of work.

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- No hydrological analysis is anticipated to be required or utilized as part of this scope of work.
- No structural analysis is anticipated to be required or utilized as part of this scope of work.
- Asset Mapping will be provided as .kmz.
- It is assumed that no potholing prior to construction mobilization will be required.
- CEPC has planned for full-time engineering support on site during construction.
- Right of access to all locations needed for construction activities will be the responsibility of Lamar Utilities.
- CEPC assumes backfill of any bellholes will be performed utilizing native materials to be stored on site during construction activities. No off-haul or import of materials is anticipated.
- Underground utility strikes are a risk anytime underground construction occurs. Campos will call the public utility locating system (811) to mark out known utilities, perform a private utility locator, and hand clear all excavations to 5 feet below ground surface. However, there is still a risk of unidentified private utility lines. Campos assumes we will not be responsible for any utility strikes of unmarked utilities.
- CEPC assumes no breaks in existing line for Nitrogen fill. CEPC has not accounted for locating leaks for nitrogen fill.
- **Should the pipeline be required to be cleaned, there is potential for a significant increase in ROM estimated cost for construction. This effort is not anticipated to be required, however it behooves CEPC and Lamar Utilities Board to know this increase is significant, and would be well beyond the ROM cost provided with this proposal.**

### COMMERCIAL BASIS

The agreed upon contract which is to be set forth separately for this project shall be adhered to by both parties.

### TERMS & CONDITIONS

CEPC proposes to perform this work agreed herein per this signed Work Authorization #RW771401.

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## Attachment A – Engineering Cost Estimate (T&M)

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**Cost Breakdown**

Description	Engineering Contractor Personnel (a)										Cost Breakdown		
	Project Management Program Manager (I)	Project Management Project Manager (I)	Engineering Engineer (II)	Drafting CADD Drafter (II)	Support Services Procurement Manager	Support Services Land Surveyor (I)	Construction Manager (I)	Labor (b)	Sub (c)	ODC	Total Subtask	Total Task	
MSA LABOR RATE	\$ 215.00	\$ 170.00	\$ 138.00	\$ 138.00	\$ 155.00	\$ 90.00	\$ 200.00						
<b>Project Initiation (3 Week Duration)</b>													
Project Systems Startup	24	2						\$ 5,500.00		\$ 5,500.00		\$ 18,540.00	
Communication & Coordination	12	6						\$ 3,600.00		\$ 3,600.00			
Scheduling	4	6						\$ 1,020.00		\$ 1,020.00			
Initial Records Research								\$ 860.00		\$ 860.00			
Site Visit / Kickoff	24						12	\$ 7,560.00		\$ 7,560.00			
<b>Project Survey</b>													
Survey	16					200		\$ 21,440.00	\$ 5,000.00	\$ 26,440.00		\$ 26,440.00	
<b>Project Design (6 Week Duration + Permitting Oversight)</b>													
Communication & Coordination	16	12						\$ 5,480.00		\$ 5,480.00		\$ 12,728.00	
Mapping of Abandonment System	8		16					\$ 3,928.00		\$ 3,928.00			
Sequencing of Construction	8						8	\$ 3,320.00		\$ 3,320.00			
<b>Project Closeout (4 Weeks Duration)</b>													
Communication & Coordination	16	8						\$ 4,800.00		\$ 4,800.00		\$ 13,760.00	
Job Book	8		40					\$ 7,240.00		\$ 7,240.00			
Project Management Closeout	8							\$ 1,720.00		\$ 1,720.00			
<b>Total Labor</b>	144	34	40	16	0	200	20	310					
<b>Total Cost</b>	\$ 30,960	\$ 5,780	\$ 5,520	\$ 2,208	\$ -	\$ 18,000	\$ 4,000	\$ 66,468.00	\$ -	\$ 5,000.00	\$ 71,468.00	\$ 71,468.00	



## Attachment B – Construction Cost Estimate (Unit Rate)

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<b>Campos EPC - Lamar L&amp;P - Gas Field Abandonment Construction Pricing</b>				
<b>Task</b>	<b>Crew</b>	<b>Duration (Days)</b>	<b>Crew Cost Rate</b>	<b>Crew Cost</b>
<b>Mobilization</b>	4-Man Crew & Equipment	1	\$ 8,800.26	\$ 8,800.26
<b>Gas Check / Fitting Welding</b>	4-Man Crew & Equipment + Welder & Hot Tapping	4	\$ 18,488.44	\$ 73,953.75
<b>Nitrogen Fill/Flush</b>	4-Man Crew & Equipment	10	\$ 8,800.26	\$ 88,002.57
<b>Restoration</b>	4-Man Crew & Equipment	2	\$ 8,800.26	\$ 17,600.51
<b>Demobilization</b>	4-Man Crew & Equipment	1	\$ 8,800.26	\$ 8,800.26
<b>Construction Crew Total:</b>				\$ 197,157.35
<b>Engineering Support During Construction</b>	0.25	18	\$ 3,190.00	\$ 14,355.00
	1	18	\$ 1,380.00	\$ 24,840.00
	<b>Engineering Total During Construction:</b>			\$ 39,195.00
<b>GRAND TOTAL:</b>				\$ 236,352.35



## Attachment C – Proposed Preliminary Schedule

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Lamar Light & Power Gas Field System Abandonment Initial Schedule

ID	Task Name	Duration	Start	Finish	Predecessors
1	<b>Major Milestones</b>	<b>66 days</b>	<b>Mon 9/16/24</b>	<b>Fri 12/20/24</b>	
2	NTP	0 days	Mon 9/16/24	Mon 9/16/24	
3	Survey / Mapping	0 days	Fri 10/18/24	Fri 10/18/24	11,12
4	Construction Start	0 days	Mon 10/28/24	Mon 10/28/24	14
5	Construction End	0 days	Wed 11/20/24	Wed 11/20/24	18
6	Closeout Complete	0 days	Fri 12/20/24	Fri 12/20/24	20
7	<b>Project Initiation</b>	<b>6 days</b>	<b>Mon 9/16/24</b>	<b>Mon 9/23/24</b>	
8	Generate Detailed Schedule	1 day	Mon 9/16/24	Mon 9/16/24	2
9	Stakeholders Meeting / Site Visit	5 days	Tue 9/17/24	Mon 9/23/24	8
10	<b>Survey / Mapping</b>	<b>24 days</b>	<b>Mon 9/16/24</b>	<b>Fri 10/18/24</b>	
11	Survey and Mapping of Gas System	25 days	Mon 9/16/24	Fri 10/18/24	2
12	Project Sequencing	5 days	Tue 9/24/24	Mon 9/30/24	9
13	<b>Construction</b>	<b>17 days</b>	<b>Mon 10/28/24</b>	<b>Wed 11/20/24</b>	
14	Mobilize	1 day	Mon 10/28/24	Mon 10/28/24	11FS+5 days,12FS+5 days
15	Welding / Gas Check - System Wide	4 days	Tue 10/29/24	Fri 11/1/24	14
16	Nitrogen Fill / Flush	10 days	Mon 11/4/24	Mon 11/18/24	15
17	Restoration	1 day	Tue 11/19/24	Tue 11/19/24	16
18	Demobilization	1 day	Wed 11/20/24	Wed 11/20/24	17
19	<b>Project Closeout</b>	<b>20 days</b>	<b>Thu 11/21/24</b>	<b>Fri 12/20/24</b>	
20	Job Book Generation	20 days	Thu 11/21/24	Fri 12/20/24	18



## Attachment D – Proposed Rate Sheet

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**Campos EPC - Lamar Utilities  
2024 Proposed Schedule of Rates  
PROFESSIONAL SERVICES**

<b>DESCRIPTION</b>	<b>2024 Rate / Hr</b>
<b>Project/Construction Management</b>	
Project Coordinator I	\$ 125
Project Coordinator II	\$ 145
Project Manager I/Assistant Project Manager	\$ 150
Project Manager II	\$ 170
Project Manager III	\$ 193
Project Manager IV	\$ 208
Program Manager I	\$ 197
Program Manager II	\$ 215
Construction Manager I	\$ 120
Construction Manager II	\$ 155
Construction Manager III	\$ 190
Construction Manager IV	\$ 200
<b>Engineering</b>	
Engineering Technician I	\$ 102
Engineering Technician II	\$ 130
Engineer I	\$ 116
Engineer II	\$ 138
Engineer III	\$ 163
Engineer IV (PE Stamp)	\$ 198
Engineer V - Principal/Specialist	\$ 225
<b>GIS Services:</b>	
GIS Tech I	\$ 85
GIS Tech II	\$ 90
GIS Analyst I	\$ 110
GIS Analyst II	\$ 120
GIS Analyst III	\$ 132
GIS Manager	\$ 174
<b>Design (Includes computer and software charges)</b>	
Designer I	\$ 120
Designer II	\$ 129
Designer III	\$ 144
<b>CAD Drafting (Includes computer and software charges)</b>	
CAD Drafter I	\$ 97
CAD Drafter II	\$ 114
CAD Drafter III	\$ 138
<b>Project Support Services</b>	
Project Controls I	\$ 123
Project Controls II	\$ 140



Project Controls III	\$	160
Project/Program Scheduler I	\$	123
Project/Program Scheduler II	\$	140
Project/Program Scheduler III	\$	160
Project/Program Estimator I	\$	149
Project/Program Estimator II	\$	185
Project/Program Estimator III	\$	215
Procurement Specialist I	\$	125
Procurement Specialist II	\$	140
Procurement Manager	\$	155
Document Control I	\$	73
Document Control II	\$	95
Clerical	\$	63
Engineering Intern	\$	78
<b>Survey/SUE Utility Locating Services</b>		
Land Surveyor I	\$	75.00
Land Surveyor II	\$	90.00
Land Surveyor III	\$	120.00
Professional Land Surveyor	\$	175.00
<b>Survey Equipment Rates</b>		
GPS/Survey Equipment (Per Day)		\$200
Inspection Drone (Per Day)	\$	450.00
Photogrammetry Drone (Per Day)	\$	1,000.00
LiDAR Drone (Per Day)	\$	2,000.00
3D LiDAR Scanner Short Range (Per Day)	\$	500.00
3D LiDAR Scanner Med-Large Range (Per Day)	\$	1,200.00
UTV/ATV (Per Day)	\$	120.00
Additional Materials (Cost +10%)		Cost +10%

Rates as presented include overhead and profit.

Rates do not include Gross Receipts, Sales or Use Taxes. Any such taxes applicable to the work will be invoiced to the Company at cost.

Sub-contractor, equipment/materials, project related expenses, reimbursable expenses and travel related costs will be charged at cost plus 10%.

Mileage will be billed according to the current I.R.S. published rate.

Additional Survey materials include paint, lath, nails, whiskers, or any other equipment needed for specialized projects. If these situations arise, Campos will communicate the additional costs to the client before proceeding with the project for approval.

**Note:** Rates are effective through December 31, 2023. Rates shall be reviewed and adjusted annually, based upon the ECI rate as published by the United States Bureau of Labor Statistics or other contributing factors. Rate modifications must be incorporated into the Agreement in accordance with the Change Order process."



## Attachment E – Certificate of Insurance

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> IMA, Inc. - Kansas City 9393 W. 110th Street Suite 600 Overland Park KS 66210	<b>CONTACT NAME:</b> IMA Wichita Team
	<b>PHONE (A/C, No, Ext):</b> 316-267-9221 <b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b> certs@imacorp.com	<b>INSURER(S) AFFORDING COVERAGE</b>
License#: PC-1210733 CAMPEPC-01	<b>INSURER A:</b> Zurich American Insurance Company <b>NAIC #</b> 16535
<b>INSURED</b> Campos EPC, LLC 1401 Blake Street Denver, CO 80202	<b>INSURER B:</b> American Guarantee and Liability Insurance      26247
	<b>INSURER C:</b> Underwriters at Lloyd's, London      15642
	<b>INSURER D:</b> National Fire & Marine Insurance Company      20079
	<b>INSURER E:</b>
	<b>INSURER F:</b>

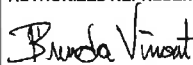
**COVERAGES**      **CERTIFICATE NUMBER:** 1435101844      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:20,000 <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GLO320769005	10/20/2023	10/20/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP320769105	10/20/2023	10/20/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			AUC183733205	10/20/2023	10/20/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC335458605	10/20/2023	10/20/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional/Pollution Liability			B0146LDUSA2304924	10/20/2023	10/20/2024	Ea. Claim \$10,000,000
D	2nd Layer Excess Liability			42XSF32498802	10/20/2023	10/20/2024	Each Occ. \$10,000,000 Agg. \$10,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Certificate Holder Includes: Troy Engineering Services, LLC

**CERTIFICATE HOLDER****CANCELLATION**

City of Lamar Utilities Board DBA Lamar Light and Power 100 N. 2nd St. Lamar, CO 81052	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## CONSTRUCTION AGREEMENT

This Construction Agreement (the "Agreement") is made this [\_\_\_\_\_] day of [\_\_\_\_\_] , [\_\_\_\_\_] , by and between the **City of Lamar Utility Board**,

OWNER  
and

Campos EPC, LLC, a Colorado limited liability company ( the "**CONTRACTOR**"

Owner and Contractor may be individually referred to a Party and collectively as the "Parties."

PROJECT: Work Authorization #RW771401 Gas Field System Abandonment

NOW, THEREFORE, in consideration of the foregoing premises and the covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged by the parties, Contractor and Owner agree as follows:

### Definitions

- A. **"Change Order"** is a written order signed by both Parties after execution of this Agreement, indicating a change in the scope of the Work, Contract Price, or Contract Time, including substitutions proposed by Contractor and accepted by Owner.
- B. **Changes or "CHANGES"** as defined in Article 12.
- C. **"Contract Documents"** consist of a) this Agreement; (b) drawings, specifications, addenda issued and acknowledged before execution of this Agreement; (c) Change Orders, Interim Directives, and amendments issues in accordance with this Agreement.
- D. **"Contract Price"** is the amount indicated in Article 2 and represents full compensation for performance by the Contractor of the Work in conformance with the Contract Documents.
- E. **"Contract Time"** is the period between the Date of Commencement and the total time authorized to achieve Final Completion pursuant to Article 8.
- F. **"Day"** or **"Days"** means any day or days in which banks located in New York, New York are not authorized or required by law to be

closed.

- G. **“Date of Commencement”** is the Agreement date in Article 1, unless otherwise set forth in Article 8.
- H. **“Defective Work”** is any portion of the Work that does not conform to the requirements of the Contract Documents.
- I. **“Final Completion”** occurs on the date when Contractor’s obligations under this Agreement are complete and accepted by Owner and final payment becomes due and payable. This date shall be confirmed by a Certificate of Final Completion signed by the Parties.
- J. **“Interim Directive”** is a written order containing Work instructions directed by Owner pursuant §12.3 and signed by Owner after execution of this Agreement and before Substantial Completion. An Interim Directive may or may not cause adjustments to Contract Price or Contract Time.
- K. **“Project”** identified in Article 1, is the improvements for which Contractor is to perform Work under this Agreement. It may include construction by Owner or others.
- L. **“Schedule of Work”** is the document prepared by Contractor that specifies the dates on which Contractor plans to begin and complete various parts of the Work, including dates on which information and approvals are required from Owner.
- M. **“Substantial Completion”** of the Work, or designated portion, occurs on the date when the Work is sufficiently complete in accordance with the Contract Documents so Owner may utilize the Project, or designated portion, for the intended use. This date shall be confirmed by a certificate of Substantial Completion signed by the Parties (**“Certificate of Substantial Completion”**).
- N. **“Work”** means the services and materials necessary or incidental to fulfill Contractor’s obligations for the Project in accordance with and reasonably inferable from the Contract Documents. The Work may refer to the whole Project or only a part of the Project if work is also being performed by Owner or others.
- O. **“Worksite”** means the area of the Project location identified in Article 1 where the Work is to be performed.

## **ARTICLE 1 THE WORK**

Contractor shall use its diligent efforts to perform the "Work," as described in Exhibit A, in an expeditious manner consistent with the Contract Documents. Contractor shall provide all labor, materials, equipment, and services necessary to complete the Work in full accord with and reasonably inferable from the Contract Documents.

## **ARTICLE 2 PRICE**

As full compensation for performance by Contractor of the Work, Owner shall pay Contractor on a time and material basis with a not to exceed value of [\_\_\_\_\_] dollars (\$[\_\_\_\_\_] ("Contract Price") which is subject to adjustment as provided in this Agreement.

## **ARTICLE 3 EXHIBITS**

The following attached exhibits are made part of this Agreement:

- (a) Exhibit A: The Work and Rate Schedule

## **ARTICLE 4 ETHICS**

Each Party shall: (a) avoid conflicts of interest; (b) promptly disclose to the other Party any conflicts; and (c) warrant that it has not and shall not pay nor receive any contingent fees or gratuities to or from the other Party, including its agents, officers, and employees, subcontractors, suppliers, or others to secure preferential treatment.

## **ARTICLE 5 CONTRACTOR'S RESPONSIBILITIES**

5.1.1 Contractor shall be responsible for supervision and coordination of the Work, including the construction means, methods, techniques, sequences, and procedures utilized, unless the Contract Documents give other specific instructions.

5.1.2 Except for permits and fees that are the responsibility of Owner pursuant to this Agreement, Contractor shall obtain and pay for all necessary permits, licenses, and renewals pertaining to the Work.

5.1.3 Contractor shall pay all applicable taxes for the Work provided by Contractor.

5.1.4 Owner may elect to perform work at the Worksite directly or by others retained by Owner. The Parties shall coordinate the activities of all forces at the

Worksite and shall agree upon fair and reasonable schedules and operational procedures for Worksite activities. Owner shall require each separate contractor to cooperate with Contractor and to assist with the coordination of activities and the review of construction schedules and operations. Contract Price and Contract Time may be equitably adjusted in accordance with this Agreement for changes made necessary by the coordination of construction activities, and the construction schedule shall be revised accordingly.

5.1.5 Before commencing the Work, Contractor shall examine and compare the drawings and specifications with information furnished in the Contract Documents; relevant field measurements made by Contractor; and any visible conditions at the Worksite affecting the Work.

5.1.6 COMPLIANCE WITH LAWS Contractor shall comply with all federal, state and local laws at its own costs. Contractor shall be liable to Owner for all loss, cost, or expense, attributable to any acts or omissions by Contractor, its employees, subcontractors, suppliers, and agents for failure to comply with laws, including fines, penalties, or corrective measures.

#### 5.1.7 WARRANTY

5.1.7.1 Contractor warrants that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Contractor further warrants that the Work will be free from material defects not intrinsic in the design or materials required in the Contract Documents. Contractor's warranty does not include remedies for defects or damages caused by normal wear and tear or abuse during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by Owner or others retained by Owner.

5.1.7.2 If, prior to the Date of Substantial Completion and within one year after the date of Substantial Completion of the Work, any portion of the Work is found to be not in conformance with the Contract Documents ("Defective Work"), Owner shall promptly notify Contractor in writing. Unless Owner provides written acceptance of the condition, Contractor shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible.

5.1.8 SAFETY. Contractor shall have responsibility for safety precautions and programs in the performance of the Work, including Contractor's subcontractors

in the performance of their work, and for compliance with the provisions of laws. Contractor shall prevent against injury, loss, or damage to persons or property by taking reasonable steps to protect its employees and other persons at the Worksite; materials and equipment stored at on-site or off-site locations for use in the Work; and property located at the Worksite and adjacent to Work areas, whether or not the property is part of the Work.

**5.1.9 HAZARDOUS MATERIALS** A "Hazardous Material" is any substance or material identified now or in the future as hazardous under any federal, state, or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or clean-up. Contractor shall not be obligated to commence or continue work until any Hazardous Material discovered at the Worksite has been removed or rendered or determined to be harmless by Owner as certified by an independent testing laboratory and approved by the appropriate government agency. If Contractor incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Time. Contractor acknowledges that the Owner has fully notified the Contractor of all known past uses of the Project and at the Worksite. Further, acknowledges that hydrocarbons were once used during the Owners operation, and Owner has performed the work in accordance with the direction from the Contractor on preparing for the Project and has relied on this direction.

**5.1.10 MATERIALS BROUGHT TO THE WORKSITE.** Contractor shall be responsible for the proper delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by Contractor in accordance with the Contract Documents and used or consumed in the performance of the Work.

**5.1.11 SUBMITTALS.** Contractor shall submit to Owner for review, approval, or other appropriate action all shop drawings, samples, product data, and similar submittals required by the Contract Documents. Submittals may be submitted in electronic form if required. Contractor shall be responsible to Owner for the accuracy and conformity of its submittals to the Contract Document

**5.1.12 s.** Contractor shall provide a submittal schedule within 30 Days of commencing the Work. Contractor shall prepare and deliver its submittals to Owner in a manner consistent with the Schedule of the Work and in such time and sequence so as not to delay the performance of the Work or the work of Owner and others retained by Owner. Contractor submittals shall identify in writing for each submittal all changes, deviations, or substitutions from the requirements of



the Contract Documents. The approval of any Contractor submittal shall not be deemed to authorize deviations, substitutions, or changes in the requirements of the Contract Documents unless a Change Order or Interim Directive specifically authorizes such deviation, substitution, or change. All Change Orders shall be submitted to the Owner in writing and dependent upon Owner's approval. To the extent a change, deviation, or substitution causes an impact to the Contract Price or Contract Time, such approval shall be memorialized in writing in a Change Order no later than seven (7) Days following approval by Owner. Owner shall not make any change, deviation, or substitution through the submittal process without specifically identifying and authorizing such deviation to Contractor. Contractor shall not authorize any change, deviation, or substitution without prior written and approval by the Owner. Owner shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay. Contractor shall perform all Work strictly in accordance with approved submittals. Owner's approval does not relieve Contractor from responsibility for Defective Work resulting from errors or omissions of any kind on the approved shop drawings.

**5.1.13 CONCEALED OR UNKNOWN SITE CONDITIONS** If a condition encountered at the Worksite is (a) a subsurface or other physical condition which is materially different from those indicated in the Contract Documents, or (b) an unusual and unknown physical condition which is materially different from conditions ordinarily encountered and generally recognized as inherent in the Work provided for in the Contract Documents, Contractor shall stop Work and give prompt written notice of the condition to Owner. Owner shall investigate and then issue an Interim Directive specifying the extent to which Owner agrees that a concealed or unknown condition exists and directing how Contractor is to proceed. Contractor shall not be required to perform any Work relating to the condition without the written mutual agreement of the Parties. Any change in the Contract Price or Contract Time as a result of the unknown condition shall be made by Change Order.

**5.1.14 CUTTING, FITTING, AND PATCHING** Contractor shall perform cutting, fitting, and patching necessary to coordinate the various parts of the Work and to prepare its Work for the work of Owner or others retained by Owner.

**5.1.15 CLEANING UP** Contractor shall regularly remove debris and waste materials at the Worksite resulting from the Work. Prior to discontinuing Work in an area, Contractor shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. Contractor shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, Contractor shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and

debris and return the Worksite to its pre-existing condition prior to the Work being performed.

## **ARTICLE 6 OWNER'S RESPONSIBILITIES**

6.1 Any information or services to be provided by Owner shall be provided in a timely manner.

6.1.1 **WORKSITE INFORMATION** To the extent Owner has obtained, or has in its possession the following Worksite information, then Owner shall provide Contractor the following:

6.1.1.1 information describing the physical characteristics of the Worksite, including surveys, Worksite evaluations, legal descriptions, data, or drawings depicting existing conditions, subsurface, and environmental studies, reports, and investigations;

6.1.1.2 tests, inspections, and other reports dealing with environmental matters, Hazardous Material, and other existing conditions, including structural, mechanical, and chemical tests required by the Contract Documents or by law;

6.1.1.3 the limits of Pollution Liability Insurance covering the Worksite held by Owner; and any other information or services requested in writing by Contractor which are required for Contractor's performance of the Work and under Owner's control.

6.1.2 **BUILDING PERMIT, FEES, AND APPROVALS** Except for those required of Contractor pursuant to this Agreement, Owner shall secure and pay for all other permits, approvals, easements, assessments, and fees required for the development, construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, including the building permit.

## **ARTICLE 7 SUBCONTRACTS**

**SUBCONTRACTS.** Contractor agrees to bind every subcontractor and supplier (and require every subcontractor to so bind its subcontractors and suppliers) to all the provisions of this Agreement and the Contract Documents as they apply to the subcontractor's and supplier's portions of the Work.

## **ARTICLE 8 CONTRACT TIME**

8.1 **DATE OF COMMENCEMENT** The Date of Commencement is the Agreement date on page one, unless otherwise set forth below: [\_\_\_\_].

8.2 **TIME** Substantial Completion of the Work shall be achieved in [\_\_\_\_] ([\_\_\_\_]) Days from the Date of Commencement. Unless otherwise specified in the Certificate of Substantial Completion, the Work shall be finally complete within [\_\_\_\_] ([\_\_\_\_]) Days after the date of Substantial Completion, subject to adjustments as provided for in the Contract Documents. **TIME IS OF THE ESSENCE** for obligations of the Contract Documents.

## **ARTICLE 9 SCHEDULE OF THE WORK**

9.1 **SCHEDULE OF THE WORK** Before submitting its first application for payment, Contractor shall submit to Owner a Schedule of the Work showing the dates on which Contractor plans to begin and to complete various parts of the Work, including dates on which information and approvals are required from Owner.

9.1.1 Owner may determine the sequence in which the Work shall be performed, provided it does not unreasonably interfere with the Schedule of the Work. Owner may require Contractor to make reasonable changes in the sequence at any time during the performance of the Work in order to facilitate the performance of work by Owner or others. If Contractor subsequently incurs costs or is delayed due to the changes required by Owner, Contractor may seek equitable adjustment in the Contract Price and Contract Time under this Agreement.

## **ARTICLE 10 DELAYS AND EXTENSIONS OF TIME**

10.1 If Contractor is delayed at any time in the commencement or progress of the Work by any cause beyond the control of Contractor, Contractor shall be entitled to an equitable extension of the Contract Time. Examples of causes beyond the control of Contractor include, but are not limited to, the following:

(a) acts or omissions of Owner or others; (b) changes in the Work or the sequencing of the Work ordered by Owner or arising from an Owner decision that impacts Contract Time;

(c) encountering Hazardous Materials, or concealed and unknown conditions; (d) delay authorized by Owner pending dispute resolution or suspension by Owner; (e) transportation delays not reasonably foreseeable; (f) labor disputes not involving Contractor; (g) general labor disputes impacting the Project but not specifically related to the Worksite; (h) fire; (i) terrorism; (j) epidemics; (k) adverse governmental

actions; (i) unavoidable accidents or circumstances; (m) adverse weather conditions not reasonably anticipated. Contractor shall process any requests for equitable extensions of Contract Time in accordance with the provisions of Section 12 CHANGES, below.

10.2 In addition, if Contractor incurs additional costs as a result of a delay that is caused by items (a) through (d) in §10.1, Contractor may be entitled to an equitable adjustment in the Contract Price subject to the provisions of Section 12 CHANGES, below.

10.3 In the event delays to the Work are encountered for any reason, Contractor shall provide prompt written notice to Owner of the cause of such delays after Contractor first recognizes the delay. The Parties each agree to undertake reasonable steps to mitigate the effect of such delays.

10.4 NOTICE OF DELAY CLAIMS If Contractor requests an equitable extension of the Contract Time or an equitable adjustment in the Contract Price as a result of a delay, Contractor shall give Owner written notice of the claim. If Contractor causes delay in the completion of the Work, Owner shall be entitled to recover its additional costs, subject to LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES.

## **ARTICLE 11 Left Blank**

## **ARTICLE 12 CHANGES**

12.1 Contractor may request or Owner may order Changes in the Work or the timing or sequencing of performance of the Work that impacts the Contract Price or the Contract Time. All such changes in the Work that affect the Contract Time or Contract Price shall be formalized in a Change Order ("CHANGES").

12.2 The Parties shall negotiate in good faith an appropriate adjustment to the Contract Price or the Contract Time and shall conclude these negotiations as expeditiously as possible. Acceptance of the Change Order and any adjustment in the Contract Price or Contract Time shall not be unreasonably withheld. Contractor shall not be obligated to perform changes in the Work without a Change Order or Interim Directive.

### **12.3 INTERIM DIRECTIVES**

12.3.1 Owner may issue a written Interim Directive directing a change in the

Work before agreeing on an adjustment to the Contract Price or the Contract Time or directing Contractor to perform Work that Owner believes is not a change.

12.3.2 The Parties shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the Contract Price or the Contract Time arising out of an Interim Directive. As the directed work is performed, Contractor shall submit its costs for such work with its application for payment. If there is a dispute as to the cost of the Work, Owner shall pay Contractor fifty percent (50%) of its actual (incurred or committed) cost to perform the work. In such event, the Parties reserve their rights as to the full disputed amount, inclusive of the fifty percent (50%) payment if such amounts are in dispute subject to the requirements of DISPUTE MITIGATION AND RESOLUTION.

12.3.3 When Owner and Contractor agree upon the adjustment in the Contract Price or the Contract Time, for a change in the Work directed by an Interim Directed Change, such agreement shall be the subject of a Change Order.

## 12.4 COST OR CREDIT DETERMINATION

12.4.1 An increase or decrease in the Contract Price or the Contract Time resulting from a change in the Work shall be determined by one or more of the following methods:

- (a) unit prices set forth in Exhibit A to this Agreement or as subsequently agreed; or
- (b) time and material as set forth in Exhibit A to this Agreement.

12.4.1.1 If a cost or credit determination cannot be agreed to above, the cost of the change in the Work shall be determined by the reasonable actual expense incurred or savings realized in the performance of the Work resulting from the change. If there is a net increase in the Contract Price, Contractor's overhead and profit shall be adjusted accordingly. In case of a net decrease in the Contract Price, Contractor's overhead and profit shall not be adjusted unless ten percent (10%) or more of the Project is deleted. Contractor shall maintain a documented itemized accounting evidencing the expenses and savings.

12.5 UNIT PRICES If unit prices are included in the Contract Documents or are subsequently agreed to by the Parties, but the character or quantity of such unit price items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to Owner or Contractor,

such unit prices shall be equitably adjusted.

### **ARTICLE 13 PAYMENT**

13.1 PAYMENTS Charges for Work will be made in accordance with the Rate Schedule attached hereto as Exhibit A. Contractor shall submit to Owner a monthly application for payment for Work performed the preceding calendar month. Contractor's applications for payment shall be supported by any substantiating data as required by this Agreement. Payment applications shall include payment requests on account of properly authorized Change Orders or Interim Directives. Owner shall pay the amount due on any payment application, less any amounts as set forth below, no later than fifteen (15) Days after Contractor has submitted a complete and accurate payment application. Owner may deduct, from any progress payment, such amounts as may be retained pursuant to §13.3.

13.2 RETAINAGE From each progress payment made before Substantial Completion, Owner may retain [ five ] percent ([ 5 ]%) of the amount otherwise due after deduction of any amounts as provided in §13.4. Once Substantial Completion is achieved Owner shall, upon final approval by the Owner, release the retainage and shall pay Contractor the full amount due in accordance with § 13.6.1 below.

13.3 ADJUSTMENT OF CONTRACTOR'S PAYMENT APPLICATION Owner may adjust or reject a payment application or nullify a previously approved payment application, in whole or in part, as may reasonably be necessary to protect Owner from loss or damage based upon the following, to the extent that Contractor is responsible for such under this Agreement:

13.3.1 Contractor's repeated failure to perform the Work as required by the Contract Documents;

13.3.2 loss or damage arising out of or relating to this Agreement and caused by Contractor to Owner or to others retained by Owner to whom Owner may be liable;

13.3.3 Contractor's failure to properly pay either subcontractors or suppliers following receipt of payment from Owner for that portion of the work or for supplies, provided that Owner is making payments to Contractor in accordance with the terms of this Agreement;

13.3.4 rejected or Defective Work not corrected in a timely fashion;

13.3.5 reasonable evidence of delay in performance of the Work such that

the Work will not be completed within the Contract Time;

13.3.6 reasonable evidence demonstrating that the unpaid balance of the Contract Price is insufficient to fund the cost to complete the Work; and

13.3.7 uninsured third-party claims involving Contractor or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until Contractor furnishes Owner with adequate security in the form of a surety bond, letter of credit, or other collateral or commitment which are sufficient to discharge such claims if established.

No later than seven (7) Days after receipt of an application for payment, Owner shall give written notice to Contractor disapproving or nullifying it or a portion of it, specifying the reasons for the disapproval or nullification. When the above reasons for disapproving or nullifying an application for payment are removed, payment shall be made for the amounts previously withheld.

13.4 PAYMENT DELAY If for any reason not the fault of Contractor, Contractor does not receive a progress payment from Owner within seven (7) Days after the time such payment is due, Contractor, upon giving seven (7) Days' written notice to Owner, and without prejudice to and in addition to any other legal remedies, may stop Work until payment of the full amount owing to Contractor has been received. If Contractor incurs costs or is delayed resulting from shutdown, delay, and start-up, Contractor may seek an equitable adjustment in the Contract Price or Contract Time.

13.5 SUBSTANTIAL COMPLETION When Substantial Completion of the Work or a designated portion thereof is achieved, Contractor shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, and the respective responsibilities of Owner and Contractor for interim items such as security, maintenance, utilities, insurance, and damage to the Work, and fixing the time for completion of all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted by Contractor to Owner for written acceptance of responsibilities assigned in the Certificate. Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion.

13.5.1 Upon acceptance by Owner of the Certificate of Substantial Completion, Owner shall pay to Contractor the remaining retainage held by Owner for the work described in the Certificate of Substantial Completion less a sum equal to one hundred and fifty percent (150%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by Owner and

Contractor as necessary to achieve Final Completion. Uncompleted items shall be completed by Contractor in a mutually agreed timeframe. Owner shall pay Contractor monthly the amount retained for unfinished items as each item is completed.

**13.6 FINAL COMPLETION** When Final Completion has been achieved, Contractor shall prepare for Owner's acceptance a final application for payment stating that to the best of Contractor's knowledge, and based on Owner's inspections, the Work has reached Final Completion in accordance with the Contract Documents.

**13.7.1** Final payment of the balance of the Contract Price shall be made to Contractor within fifteen (15) Days after Contractor has submitted to Owner a complete and accurate application for final payment and the following submissions:

- (a) an affidavit declaring any indebtedness connected with the Work to have been paid, satisfied, or to be paid with the proceeds of final payment, so as not to encumber Owner's property;
- (b) as-built drawings, manuals, copies of warranties, and all other close-out documents required by the Contract Documents;
- (c) release of any liens, conditioned on final payment being received;
- (d) consent of any surety, if applicable; and
- (e) any outstanding known and unreported accidents or injuries experienced by Contractor or its subcontractors at the Worksite.

**13.7** Claims not reserved by Owner in writing with the making of final payment shall be waived except for claims relating to liens or similar encumbrances, warranties, Defective Work, and latent defects. Unless Contractor provides written identification of unsettled claims known to Contractor at the time of making application for final payment, acceptance of Final Payment constitutes a waiver of such claims.

**13.8 LATE PAYMENT** Payments due but unpaid shall bear interest from the date payment is due at the statutory rate at the place of the Project.

## **ARTICLE 14 INDEMNITY**

**14.1** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Owner and Owner's officers, directors, elected officials, board members, members, agents, and employees (the "Indemnitees") from all claims for bodily injury and property damage, other than to the Work itself and other property insured under §15.3, including reasonable attorneys' fees, costs, and expenses, that may rise from the performance of the Work but only to the extent caused by the negligent or intentionally wrongful acts or omissions of Contractor, its subcontractors,



suppliers, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. Contractor shall be entitled to reimbursement of any defense costs paid above Contractor's percentage of liability for the underlying claim to the extent provided in the section immediately below.

14.2 NO LIMITATION ON LIABILITY In any and all claims against the Indemnitees by any employee of Contractor, anyone directly or indirectly employed by Contractor, or anyone for whose acts Contractor may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor under Workers' Compensation acts, disability benefit acts, or other employment benefit acts.

14.3 GOVERNMENTAL IMMUNITY. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, 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.

## **ARTICLE 15 INSURANCE**

15.1 Before commencing the Work and as a condition precedent to payment, Contractor shall procure and maintain in force Workers' Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance ("CGL"). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products- completed operations, personal injury and advertising injury, contractual liability, and broad form property damage. Contractor shall maintain completed operations liability insurance for one year after Substantial Completion, or as required by the Contract Documents, whichever is longer. Contractor shall provide Owner with certificates of the insurance coverage required prior to commencement of Work. Contractor shall provide thirty (30) days written notice prior to cancellation or material change of any policy of insurance. Contractor shall list the Owner as an insured or additional insured, as the parties interests appear. Contractor's Employers' Liability, Business Automobile Liability, and CGL policies, as required in this article, shall be written with at least the following limits of liability:

15.1.1 Employers' Liability Insurance:

- (a) \$1,000,000.00 bodily injury by accident per accident;
- (b) \$1,000,000.00 bodily injury by disease policy limit;
- (c) \$1,000,000.00 bodily injury by disease per employee.

15.1.2 Business Automobile Liability Insurance \$1,000,000.00 per accident.

### 15.1.3 CGL Insurance:

- (a) \$2,000,000.00 per occurrence;
- (b) \$4,000,000.00 general aggregate;
- (c) \$4,000,000.00 products/completed operations aggregate;
- (d) \$2,000,000.00 personal and advertising injury limit.

15.2 Employers' Liability, Business Automobile Liability, and CGL coverage required in the subsection above may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella liability policies. Contractor shall maintain in effect all insurance coverage required in the section immediately above with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. If Contractor fails to obtain or maintain any insurance coverage required under this Agreement, Owner may purchase such coverage and charge the expense to Contractor, or terminate this Agreement. To the extent commercially available to Contractor from its current insurance company, insurance policies required under §15.1 shall contain a provision that the insurance company or its designee must give Owner written notice transmitted in paper or electronic format: (a) 30 Days before coverage is nonrenewed by the insurance company and (b) within 10 Business Days after cancellation of coverage by the insurance company. Prior to commencing the Work and upon renewal or replacement of the insurance policies, Contractor shall furnish Owner with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required under §15.1 is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be canceled, Contractor shall give Owner prompt written notice upon actual or constructive knowledge of such condition.

15.3 PROPERTY INSURANCE Unless otherwise directed in writing by Owner, before starting the Work, Contractor shall obtain and maintain a Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss. This insurance shall also: (a) name Contractor, its subcontractors, its suppliers, and Owner as insureds; (b) be written in such form as to cover all risks of physical loss except those specifically excluded by the policy. The Builder's Risk Policy shall insure at least against and not exclude: (a) the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind damage, testing if applicable, collapse however caused; (b) damage resulting from defective design, workmanship, or material; (c) coverage extension for damage to existing buildings, plant, or other structures at the Worksite, when the Project is contained within or attached to such existing buildings, plant, or structures. Coverage shall be to the extent loss or damage arises out of Contractor's activities or operations

at the Project; (d) equipment breakdown, including mechanical breakdown, electrical injury to electrical devices, explosion of steam equipment, and damage to steam equipment caused by a condition within the equipment; (e) testing coverage for running newly installed machinery and equipment at or beyond the specified limits of their capacity to determine whether they are fit for their intended use; and (f) physical loss resulting from terrorism.

15.3.1 The Party that is the primary cause of a Builder's Risk Policy claim shall be responsible for any deductible amounts or coinsurance payments. If no Party is the primary cause of a claim, then the Party obtaining and maintaining the Builder's Risk Policy pursuant to §15.3 shall be responsible for the deductible amounts or coinsurance payments. This policy shall provide for a waiver of subrogation. This insurance shall remain in effect until final payment has been made or until no person or entity other than Owner has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until Contractor has secured the consent of the insurance company or companies providing the coverage required in this subsection. Before commencing the Work, Contractor shall provide a copy of the property policy or policies obtained in compliance with §15.3

15.3.2 The Parties each waive all rights against each other and their respective employees, agents, contractors, subcontractors, suppliers, subsubcontractors, and design professionals for damages caused by risks covered by the property insurance except such rights as they may have to the proceeds of the insurance.

15.3.3 To the extent proceeds are paid from Contractor's CGL policy specified in §15.1 or [\_\_\_\_\_]dollars (\$[\_\_\_\_\_]), whichever is more, Contractor shall indemnify and hold harmless Owner against any and all liability, claims, demands, damages, losses, and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of Owner's existing adjacent property that may arise from the performance of the Work, to the extent caused by the negligent acts or omissions of Contractor, its subcontractors its suppliers, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

15.3.4 RISK OF LOSS Except to the extent a loss is covered by applicable insurance, risk of loss from damage to the Work shall be upon the Party obtaining and maintaining the Builder's Risk Policy pursuant to §15.3  
PROPERTY INSURANCE.

15.3.5 POLLUTION LIABILITY INSURANCE Contractor  is/ required to

maintain pollution liability insurance. in the following amounts: [\_\_\_\_\_] per occurrence, and shall apply for [\_\_\_\_\_] year(s) after Final Completion.

15.4 ADDITIONAL LIABILITY COVERAGE Owner shall require Contractor to purchase and maintain liability coverage. Contractor shall provide:

15.4.1 ADDITIONAL INSURED. Owner shall be named as an additional insured on Contractor's CGL insurance specified, for on-going operations and completed operations excess/umbrella liability, commercial automobile liability, and any required pollution liability, but only with respect to liability for bodily injury, property damage, or personal and advertising injury to the extent caused by the negligent acts or omissions of Contractor, or those acting on Contractor's behalf, in the performance of Contractor's Work for Owner at the Worksite. The insurance of the Contractor and its Subcontractors (both primary and excess) shall be primary to any insurance available to the Additional Insureds. Any insurance available to the Additional Insureds shall be excess and non-contributory.

#### **ARTICLE 16 BONDS**

16.1 Performance and Payment Bonds are required of Contractor as set forth, specifically, in Exhibit "A". Such bonds shall be issued by a surety admitted in the state in which the Project is located and must be acceptable to Owner. Owner's acceptance shall not be withheld without reasonable cause. The penal sum of the Payment Bond shall equal the penal sum of the Performance Bond. The Engineering phase of the Project shall be excluded from the Bonding requirements.

#### **ARTICLE 17 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES**

17.1 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES Except for (a) losses covered by insurance required by the Contract Documents, or (b) specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below, the Parties agree to waive all claims against each other for any special, indirect, incidental, punitive or consequential damages, costs, or expenses of any kind or character (including but not limited to loss of use, lost income, lost or delayed profits or revenue, loss of business or goodwill, unabsorbed overhead, and increased expenses), that may arise out of or relate to this Agreement. The following items of damages are excluded from this mutual waiver: [\_\_\_\_\_]. This article shall also apply to the termination of this Agreement and shall survive such termination. The Parties shall require similar waivers in contracts with subcontractors and others retained for the project.

#### **ARTICLE 18 NOTICE TO CURE AND TERMINATION**

18.1 NOTICE TO CURE A DEFAULT If Contractor persistently fails to supply enough

qualified workers, proper materials, or equipment to maintain the approved Schedule of the Work or fails to make prompt payment to its workers, subcontractors, or suppliers, disregards law or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement, Contractor may be deemed in default. If Contractor fails to commence and to continue satisfactory correction of such default with diligence and promptness within seven (7) Days after written notification, then Owner shall give Contractor a second written notice to correct the default within a three (3) Day period. If Contractor fails to promptly commence and continue satisfactory correction of the default following receipt of such second notice, Owner, without prejudice to any other rights or remedies, shall have the right to take reasonable steps it deems necessary to correct deficiencies and charge the cost to Contractor, who shall be liable for such payments including reasonable overhead, profit, and attorneys' fees.

**18.2 TERMINATION BY OWNER** Upon expiration of the second notice for default period pursuant to §18.1, Owner may terminate this Agreement by written notice. Termination for default is in addition to any other remedies available to Owner. If Owner's costs arising out of Contractor's failure to cure, including the costs of completing the Work and reasonable attorneys' fees, exceed the unpaid Contract Price, Contractor shall be liable to Owner for such excess costs. If Owner's costs are less than the unpaid Contract Price, Owner shall pay the difference to Contractor. If Owner exercises its rights under this section, upon the request of Contractor, Owner shall furnish to Contractor a detailed accounting of the costs incurred by Owner.

**18.2.1** Owner shall make reasonable efforts to mitigate damages arising from Contractor default and shall promptly invoice Contractor for all amounts due.

**18.3 TERMINATION BY CONTRACTOR** Seven (7) Days after Owner's receipt of written notice from Contractor, Contractor may terminate this Agreement if the Work has been stopped for a thirty (30) Day period through no fault of Contractor for any of the following reasons: (a) under court order or order of other governmental authorities having jurisdiction; (b) as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of Contractor, materials are not available.

**18.3.1** In addition, upon seven (7) Days' written notice to Owner, and an opportunity to cure within three (3) Days, Contractor may terminate the Agreement if Owner does any of the following: (a) fails to furnish reasonable evidence that sufficient funds are available and committed for the entire cost of the Project in accordance with §6.1.1; (b) assigns this Agreement over Contractor's reasonable objection; (c) fails to pay Contractor in accordance with this Agreement and Contractor has stopped work in compliance with applicable

notice provisions; or (d) otherwise materially breaches this Agreement.

18.3.2 Upon termination by Contractor pursuant to this Agreement, Contractor shall be entitled to recover from Owner payment for all Work which is completed and for any proven loss, cost, or expense in connection with the Work, including all demobilization costs.

18.4 OBLIGATIONS ARISING BEFORE TERMINATION Even after termination the provisions of this Agreement still apply to any Work performed, payments made, events occurring, costs charged or incurred, or obligations arising before the termination date.

## **ARTICLE 19 DISPUTE MITIGATION AND RESOLUTION**

19.1 CLAIMS FOR ADDITIONAL COST OR TIME Except as provided in §10.3 and §10.4 for any claim for an increase in the Contract Price or the Contract Time, Contractor shall give Owner written notice of the claim within fourteen (14) Days after the occurrence giving rise to the claim or within fourteen (14) Days after Contractor first recognizes the condition giving rise to the claim, whichever is later. Except in an emergency, notice shall be given before beginning the Work. Any change in the Contract Price or the Contract Time resulting from such claim shall be authorized by Change Order.

19.2 WORK CONTINUANCE AND PAYMENT Contractor shall continue the Work and maintain the Schedule of the Work during any dispute resolution proceedings. If Contractor continues to perform, Owner shall continue to make payments in accordance with the Agreement.

19.3 DIRECT SETTLEMENT DISCUSSIONS If a dispute arises out of or relates to this Agreement or its breach, the Parties shall endeavor to settle the dispute through direct discussions §10.4. Within five (5) Days, the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions, shall conduct direct discussions and make a good faith effort to resolve such dispute.

19.4 MEDIATION Disputes between Owner and Contractor not resolved by direct discussion may be submitted to mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association (**AAA**). The Parties shall select the mediator within fifteen (15) Days of the request for mediation. Engaging in mediation is a condition precedent to any form of binding dispute resolution.

19.4.1 COSTS The costs and expense as to a breach of the terms of this Agreement including reasonable attorneys' fees shall be borne by the non-prevailing Party.

19.4.2 VENUE shall be in the District Court for Prowers County, Colorado or in Federal District Court for the District of Colorado, as appropriate under applicable law.

## **ARTICLE 20 MISCELLANEOUS**

20.1 EXTENT OF AGREEMENT Except as expressly provided, this Agreement is for the exclusive benefit of the Parties and for the benefit of one third party, the Arkansas River Power Authority but otherwise not for the benefit of any other third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral.

20.2 ASSIGNMENT Except as to the assignment of proceeds, neither Party shall assign its interest in this Agreement, in whole or in part, without the written consent of the other Party. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns, and legal representatives.

20.3 GOVERNING LAW The law in effect in Prowers County, Colorado shall govern.

20.4 THIRD-PARTY BENEFICIARIES. There is one third-party beneficiary to this Agreement, the Arkansas River Power Authority which owns approximately 41% of the pipeline, otherwise there are no additional third-party beneficiaries to this Agreement.

20.5 Counterparts; PDF Signatures. This Agreement may be executed in any number of original counterparts which together shall constitute the agreement of the parties. Signatures transmitted by PDF shall be deemed to be original signatures and binding on the parties hereto.

20.6 NOTICE Unless changed in writing, a Party's address indicated in Article 1 shall be used when delivering notice to a physical address. Except for Agreement termination and as otherwise specified in the Contract Documents, notice is effective upon transmission by any effective means, including U.S. postal service and overnight delivery service.

20.7 JOINT DRAFTING The Parties expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate terms and to obtain

assistance of counsel in reviewing terms before execution. This Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

OWNER:

CITY OF LAMAR UTILITY BOARD

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

CONTRACTOR: Campos EPC, LLC

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

END OF DOCUMENT.



**Board Meeting Date: September 10, 2024**

**LAMAR UTILITIES BOARD  
AGENDA ITEM INFORMATION**

**ITEM TITLE: System Operating Report**

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**INFORMATION:**

Sales of electricity through August 2024 are up approximately 16.17%, when compared to the same period of time in 2023. Residential sales are up approximately 15.10%, irrigation is up approximately 72.51%, and commercial/industrial sales are up approximately 12.00%. These three customer classes represent an estimated 96% of our total system sales.

The line crew completed the installation of 208 ft of 3 phase, 4kv underground feeder at the Lamar High School's new stadium. The new service will power a 225kva, 277/480v padmount transformer. The crew also completed the installation of 15 – 40ft class 2 poles that were damaged during a severe thunderstorm on August 22<sup>nd</sup> at the following locations.

- 10 poles on the wells circuit S.E. of Lamar,
- 3 poles to the south of County Rd 8 and Rd LL,
- 1 pole on 1<sup>st</sup> Street South,
- 1 pole on the east end circuit by the river crossing.