

**SECOND AMENDMENT TO
CHILLED WATER SERVICE AGREEMENT**

01-1213-3

THIS SECOND AMENDMENT to Chilled Water Service Agreement is made and entered into this ___ day of _____, 2011, by and between Public Service Company of Colorado, a Colorado corporation (“Supplier”), and the City and County of Denver, a municipal corporation of the State of Colorado (“Customer”).

WITNESSETH:

WHEREAS, the parties hereto entered into a Chilled Water Service Agreement dated December 12, 2001 (City Contract Control No. CE2Y000 and City Clerk File No. 01-1213) as amended by that First Amendatory Agreement dated January 15, 2004 (City Contract Control No. CE2Y000(1) and City Clerk File No. 01-1213-A) (as so amended, the “**Agreement**”), under which Supplier agreed to provide chilled water services from Supplier’s Central Chilled Water System, as well as from certain Leased Facilities, and Customer agreed to purchase such chilled water services for use by Customer at multiple facilities of Customer located South of Colfax Avenue;

WHEREAS, the Lease of Facilities dated June 13, 2000 (City Contract Control No. RC0Y002 and Clerk File No. 00-414), as amended by that Amendment to Lease of Facilities dated December 12, 2001 (City Contract Control No. RC0Y002(1) and City Clerk File No. 00-414-A), (as so amended, the “**Facilities Lease**”) includes certain chilled water generation and circulation facilities that are owned by Customer and have been leased to Supplier pursuant to the Facilities Lease, including chiller facilities and associated equipment located inside the City Chiller Plant (“**Leased Facilities**”);

WHEREAS, pursuant to a Lease Buyout Agreement dated of even date herewith, Customer and Supplier have agreed that the City Chiller Plant, and all chiller facilities and related equipment housed therein, will be removed from service, dismantled and the remaining structure demolished to make way for Customer’s planned new Police Crime Laboratory Building (“**Crime Lab Building**”) to be constructed on the same site;

WHEREAS, as a result of the removal of the City Chiller Plant and the construction of the Crime Lab Building, certain modifications will be required to the chilled water facilities, piping, heat exchangers and interconnections used to provide chilled water service to the Police Administration Building and the Pre-Arrestment Detention Facility (also referred to in certain other agreements between the Parties as the Police Arrestment Detention Facility), as specified in Schedules B and C to the Agreement; and

WHEREAS, the parties mutually desire to amend the Agreement to reflect the removal of the City Chiller Plant from the Agreement and from the Leased Facilities and to provide for the necessary facilities modifications in Schedules B and C to the Agreement.

NOW WHEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereby agree to amend the Agreement as follows:

1. Notwithstanding any other provision in the Agreement to the contrary, the City Chiller Plant henceforth shall be excluded from and shall no longer constitute any portion of the Premises, the Leased Facilities, the On-Site Chiller Plant, the Chiller Plant Modifications, Customer's Existing Chiller Facilities, the Delivery Points, the Interconnection Points, or Equipment Rooms, such that Supplier shall have no obligation to provide chilled water service to the City Chiller Plant or to use the chilled water generation and circulation facilities contained therein for any purpose whatsoever in providing chilled water service to Customer under the Agreement.

2. Existing Schedule B, Interconnection Specifications, to the Agreement shall be replaced and superseded with the new Schedule B, attached hereto and incorporated herein.

3. Existing Schedule C, Description of Work, to the Agreement shall be replaced and superseded with the new Schedule C, attached hereto and incorporated herein.

4. Electronic Signatures and Electronic Records. The parties hereto consent to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original

5. All other provisions of the Agreement shall remain the same.

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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Chilled Water Service Agreement as of the day and year first above written.

CUSTOMER:

CITY AND COUNTY OF DENVER

ATTEST:

By: _____
Clerk and Recorder, Ex-Officio Clerk
of the City and County of Denver

By: _____
MAYOR

RECOMMENDED AND APPROVED:

By: _____
Manager of General Services

By: _____
Manager of Public Works

APPROVED AS TO FORM:
Denver City Attorney
Attorney for the City and County of Denver

By: _____
Assistant City Attorney

REGISTERED AND COUNTERSIGNED


By: _____
Manager of Finance

Contract Control No. CE27000-02

By: _____
Auditor

SUPPLIER:

PUBLIC SERVICE COMPANY OF COLORADO

By:  _____
David L. Eves
President and Chief Executive Officer

SCHEDULE B

Interconnection Specifications

FOR

The City and County Building, the McNichols Building, the Police Administration Building, the Police Arraignment Detention Facility, the Denver Art Museum, the Denver Public Library, the Denver Art Museum Expansion

A. General

1. This specification describes Supplier's district cooling interconnection to the City and County Building, the McNichols Building, the Police Administration Building, the Police Arraignment Detention Facility, the Denver Art Museum, the Denver Public Library, the Denver Art Museum Expansion. It includes the (1) design parameters, (2) materials to be used, (3) work to be performed by the Supplier to complete the district cooling interconnections, and (4) work to be performed by the Supplier to operate and maintain the district cooling interconnection.
2. The Supplier will provide chilled water service to buildings located in Denver, including the City and County Building, the McNichols Building, the Police Administration Building, the Police Arraignment Detention Facility, the Denver Art Museum, the Denver Public Library, and the Denver Art Museum Expansion from a chilled water plant located at 500 15th Street and the Leased Facilities located at the Police Administration Building, the Denver Art Museum and the Denver Public Library. The chilled water will be distributed to the Buildings from the chilled water plants through a direct buried supply and return piping system. The Supplier intends to construct additional cooling plants, which will be connected to this distribution system. A variable flow pumping system will provide the chilled water flow requirement at the incoming chilled water service to each building.

B. Basic System Description

1. Mechanical: The Supplier's incoming chilled water service will interconnect with the Customer's Internal Cooling Systems at the City and County Building, the McNichols Building, the Police Administration Building, the Police Arraignment Detention Facility, the Denver Art Museum, the Denver Public Library, and the Denver Art Museum Expansion.
2. Electrical: The Supplier will provide electricity sub-meters for the equipment contained in the Leased Facilities, including the interconnection control panels. The sub-meter data will be used to calculate the amount of electricity demand and consumption during each billing period.

C. SUPPLIER RESPONSIBILITIES

1. **Distribution Piping Connections:** The Supplier will provide supply and return pipes, with quick couplings and valves for connection to rental chillers, from the fittings on the main distribution pipes to the primary side (Supplier's side) of the heat exchangers, which will be located at the Police Administration Building, the Police Arraignment Detention Facility, the Denver Art Museum and the Denver Public Library.
2. **Equipment:** The Supplier will be responsible for providing all materials for the modifications to the customer's cooling and steam systems, including piping, pumps, isolating valves, thermometers, control valves, controls, the control interface that responds to the "cooling on" control signal from Customer's Internal Cooling Systems, the electricity sub-meters and the chilled water meters.
3. **Design:** The Supplier will be responsible to properly design the interconnections. The interconnection design at the Denver Art Museum, and the Denver Public Library will include heat exchangers, pumps, pipes, controls and control valves to connect to the existing chiller plant supply and return headers; and a chilled water meter at the point of delivery to the Customer's Internal Cooling System at the City and County Building, the McNichols Building, the Police Administration Building, the Police Arraignment Detention Facility, the Denver Art Museum, the Denver Public Library, and the Denver Art Museum Expansion as described in the drawings and specifications contained in Schedule C.
4. **Installation:** The Supplier's contractors will install the modifications required to interconnect the Supplier's distribution pipe and make modifications to the Customer's Facilities, according to the Supplier's specifications. The Supplier will install controls for the modifications to the Customer's Facilities control system, including a terminal strip for the Customer's use for connecting the control wiring for the "cooling on/off, temperature reset and humidity override" control signal from the Customer's cooling system.
5. **Commissioning:** In cooperation with the building superintendent, the Supplier will commission the primary system. This will include the flushing of the supply and return distribution piping system and start-up of the control equipment.
6. **Make-up Water:** The Supplier will provide and pay for the make-up water for the primary side of the system, including any required water treatment.
7. **Primary Side Service:** The Leased Facilities will be operated and maintained by the Supplier to provide chilled water service to Customer's Internal Cooling Systems.
8. **Water Treatment:** Supplier will test without charge the water in Customer's Internal Cooling Systems and report the results to the building operator. Such tests will be performed monthly, or as required.
9. The Supplier shall at Supplier's expense, remove and dispose of any Customer-owned chiller equipment, at Customer's request, that Supplier elects not to connect to Supplier's System, and design, replace, move, and/or re-install any existing material, system, or device that needs to be modified to install the new piping within the Denver Art Museum ("DAM"). In addition, the Supplier must coordinate all work with the DAM and must include a work plan for the removal of any smoke generated by welding of piping within the DAM. The Supplier agrees to commence work within the DAM Art Storage room in the basement no earlier than March 1, 2002, to allow for proper planning, removal and relocation

of artwork. Supplier shall provide and install in the DAM Art Storage room four (4) moisture sensors for use by the DAM at locations to be determined by the DAM.

D. CUSTOMER RESPONSIBILITIES

1. **Space Requirements:** The Customer will provide, at no cost to the Supplier, suitable space for the installation of Supplier's Interconnection Facilities and other required equipment to complete the district cooling interconnection. This will include space for the (1) supply and return primary lines, (2) heat exchangers, (3) supply and return connections to Customer's Internal Cooling Systems, and (4) all required auxiliary equipment. The Supplier and the Customer shall agree on the routing of the pipes through the building and the location of the heat exchangers to determine the most effective solution from a cost and performance standpoint. The Supplier and the Customer shall agree on a strategy to modify Customer's Internal Cooling Systems to match the requirements for the district cooling system.
2. The Customer will provide the controls, temperature sensor equipment and control wiring for the control of Customer's Internal Cooling System, which will include a "cooling on/off, temperature reset and humidity override" control signal to the Lease Facilities.
3. **Building Modifications:** In cooperation with the building operating staff, the Supplier will be willing, upon request, to help address the necessary modifications to optimize operation of Customer's Internal Cooling Systems. A properly functioning building cooling system will benefit both the Customer and the Supplier. Generally, these modifications involve changes that will increase district cooling return water temperature.
4. **Commissioning:** During commissioning, the building operator shall be responsible for Customer's Internal Cooling System.
5. **Changes to the System:** Any changes to Customer's Internal Cooling System that will impact the district cooling system shall be reported to the Supplier. When a material change to the operation of the Leased Facilities can result, these changes must be approved by the Supplier.
6. **Make-up Water:** The building or secondary side of the interconnection will be drained and filled as required by the work. The filling and draining of the secondary side will be the responsibility of the Supplier.
7. **Water Treatment:** The Supplier will maintain the water in the building cooling system. The pH level will be maintained between 9.0 and 10.0 and the total bacteria count of less than 100 cfu/ml. Makeup water chloride level shall not exceed 300 ppm at 60°F. Maximum particle size shall be 0.10 inches. Maximum concentration of solids shall be 10%.
8. **Connection Equipment:** The building operator will maintain Customer's Internal Cooling System.

E. CODES AND STANDARDS

1. Denver Building Code / Uniform Building Code.
2. Latest issue of American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) Handbooks on "Fundamentals" and "Systems".

3. ASHRAE Energy Standard 90-80.
4. National Fire Protection Association (NFPA).
5. Underwriters' Laboratories (UL).
6. Air Conditioning and Refrigeration Institute (ARI).
7. American National Standards Institute (ANSI).
8. American Society of Mechanical Engineers (ASME).
9. American Society of Testing and Materials (ASTM).
10. National Electrical Manufacturer's Association (NEMA).
11. ANSI-MSS SP-58-1983, Pipe Hangers and Supports - Materials, Design and Manufacturer.
12. Standards of Tubular Heat Exchanger Manufacturers Association (TEMA).

F. SYSTEM PARAMETERS

1. Chilled Water Design Temperatures:

CCB and McNichols Building

- Customer's Internal Cooling System Supply 42° F
- Customer's Internal Cooling System Return 56° F

PAB and PADF

- Customer's Internal Cooling System Supply 42° F
- Customer's Internal Cooling System Return 56° F

DAM

- Customer's Internal Cooling System Supply 42° F
- Customer's Internal Cooling System Return 56° F

DPL

- Customer's Internal Cooling System Supply 42° F
- Customer's Internal Cooling System Return 56° F

DAM Expansion

- Customer's Internal Cooling System Supply 42° F
- Customer's Internal Cooling System Return 56° F

2. Chilled Water Contract Capacity:

CCB and McNichols Building	400 Tons
PAB and PADF	350 Tons
DAM	400 Tons
DPL	500 Tons
DAM Expansion New Wing	400 Tons
DAM Expansion Offices	100 Tons

3. Maximum Chilled Water Pressures:

Operating	150 psig Primary
	150 psig Secondary
Design	150 psig Primary
	150 psig Secondary

4. Incoming Service Room Indoor Conditions:

The Supplier shall maintain a secured room where the heat exchanger is to be located. The room shall remain clean and the following shall apply:

Winter	55° F minimum
Summer	Ventilated, as required by Code and/or load

5. Pipe Sizing Criteria:
 - a.) Primary

All piping will be sized to accommodate maximum velocity of 13 feet/second.

G. FACILITIES DESCRIPTION

1. Supplier Chilled Water:
 - a.) Supplier's chilled water supply and return will be from an off-site chilled water plant.
 - b.) The new heat exchangers at the City and County Building, 1331 Cherokee Street the Police Administration Building and 1351 Cherokee Street the Pre-Arrestment Detention Facility, the Denver Art Museum and Denver Public Library will each consist of a plate and frame type heat exchanger (see Section H. for more details).
 - c.) The Leased Facilities will include electric control valves, strainer, valving, piping, and controls. The heat exchanger selection criteria will allow for future expansion capability.
 - d.) Gauges, gauge cocks, thermometers, thermowells, shut-off valves, and other instruments will be provided for on the primary side of each heat exchanger for operation, maintenance and balancing purposes.
 - e.) The chilled water control valves will be of 2-way modulating type and will be selected to close against the differential pressures involved.
 - f.) All piping systems included with this work will be thoroughly cleaned and flushed with the proper chemicals, as required.
 - g.) The Leased Facilities control will include ton-hour metering, reset capability, trending and logging capabilities, pressure and temperature displays, capacity and consumption displays, customer adjustable chilled water supply reset, and read only data interface with customer control system (if required).

The system will include all computer software and hardware, sensors, transmission equipment for interface with Supplier's central district cooling control center, required wiring, piping, control panel, and standby power source for uninterrupted memory operation. The primary chilled water system flow will be modulated to maintain constant return temperature or secondary chilled water reset temperature. If Customer (secondary) Side return water temperature is in excess of the design temperature by 1°F, then the Supplier (primary) Side return water temperature will be controlled at design temperature plus the excess temperature amount.

H. MATERIALS

1. Heat Exchangers:

- a.) The plate and frame exchangers shall be shipped to the site as completely assembled units. The heat exchangers shall be pressure tested and flushed clean at the factory prior to shipment. All nozzle connections shall be sealed by the factory prior to shipment to prevent foreign matter from entering into the heat exchangers during shipment, storage and installation.
- b.) The plate and frame heat exchangers shall be factory tested in accordance with the requirements of Section VIII, Division I of the ASME Code.
- c.) The flanged nozzle connections shall conform to ASA Standards, and shall be of the pressure rating design as indicated on the schedule. Studded port construction is also acceptable.
- d.) The heat exchanger design is to be of diagonal flow to optimize fluid flow distribution across the plate surfaces.
- e.) The plates shall be fabricated from SA312-304 stainless steel. Pattern shall be chevron and shall be a minimum thickness for the following design/test pressure requirements:
 - 150 psi design/225 psi test - .5 MM minimum plate thickness.
- f.) Gaskets shall be of a one-piece molded design formulated of Nitrile rubber (NBR). Gaskets shall be encapsulated by the plate gasket grooves to prevent movement during exchanger tightening and to prevent the gasket from being forced out of the groove under pressure.
- g.) Heat exchanger frames shall have a minimum of two external lifting lugs per frame designed to support twice the dry weight of the heat exchanger.
- h.) Frame tightening bolts shall receive a rust-protective coating of molybdenum grease or other appropriate coating and shall also be covered with plastic sleeves.
- i.) All exposed frame parts shall be surface prepared to SSPC-SP-6 finish prior to painting. Frame coating shall be: two prime coats of a glycerophthalic zinc chromate primer, and two finish coats of an epoxy

enamel; or Aliphatic urethane coating; or baked epoxy enamel coating. Minimum coating thickness shall be 2.5 mils dry thickness.

- j.) Standard of Acceptance: Alfa-Laval, Tranter Supercharger, or Mueller Accu-Therm or APV Heat Transfer Technologies.

Heat Exchanger Schedule			
CCB and McNichols Building		Quantity 1 @ 500 tons	
PAB and PADF		Quantity 1 @ 350 tons	
DAM		Quantity 1 @ 400 tons	
DPL		Quantity 1 @ 500 tons	
DAM Expansion New Wing and Offices		Quantity 1 @ 500 tons	
PAB and PADF Spare		Quantity 1 @ 250 tons	
Supplier (Primary) Side		Customer (Secondary) Side	
Supply temperature	40°F	Supply temperature	42°F
Return temperature	54°F	Return temperature	56°F
Design pressure	150 psig	Design pressure	150 psig
Flow through Heat Exchanger	0% propylene glycol	Flow through Heat Exchanger	0% propylene glycol
Max pressure drop	12 psig	Max pressure drop	12 psig
Min pressure drop	8 psig	Min pressure drop	8 psig
Frame Sizing	Plate and Frame: For future expansion flexibility, allow for 20 percent additional plates.		

2. Insulation

- a.) Fiberglass type pipe insulation with all-service jacket will be provided for the chilled water piping system. Average thermal conductivity will be 0.25 Btu/hr/sq. ft/°F at 100°F mean temperature per inch of thickness, as follows:

Chilled water piping 4" and smaller	1" thickness
Chilled water piping 6" and larger	1½" thickness

- b.) Primary side piping insulation will be 1½" thick fiberglass type with tight vapor barrier at joints and feed throughs. Thermometers etc., shall have an insulating cap.

SCHEDULE C

Description of Work

Description of Supplier's Distribution Piping Installation

Documents listed below are attached by reference and provide detailed plans, specifications required to implement construction of the Chilled Water Distribution System Mains from 14th Street and Court Street to 14th Avenue Parkway and Acoma Street, and shall include all necessary conduits, sensors, shutoff valves, drains and vents, bypass lines, fittings, insulation and pipe supports, and necessary manholes, including structural designs. Work will avoid the roots of the trees along the route of the new Chilled Water Distribution System Mains, however, if any tree is damaged to the extent that within 2 years of the construction work the tree dies, then the Supplier will replace the tree with same species and at least eight (8) feet tall. Damage to any landscape materials will be corrected by replacement with same species of similar maturity. Work under the sidewalks will avoid the curbs and gutters, however, if any curb or gutter is damaged, the Supplier will replace the damaged portion of the curb or gutter.

The following is a list of drawings that describe the "District Chilled Water System South of Colfax Project Chilled Water Main Distribution" dated September 17, 2001:

- | | | |
|---|----------------|---|
| • | Sheet COLFX-01 | Title Sheet |
| • | Sheet COLFX-02 | General Project Notes |
| • | Sheet COLFX-1 | W. Colfax to 14 th St. |
| • | Sheet COLFX-2 | West 14 th Ave. to Colfax |
| • | Sheet COLFX-3 | Cherokee to Bannock |
| • | Sheet COLFX-4 | West 14 th Avenue and Bannock |
| | Intersection | |
| • | Sheet COLFX-5 | West 14 th Ave. Bannock to Acoma |
| • | Sheet COLPX-5A | West 14 th Ave. Bannock to Acoma |
| • | Sheet COLFX-6 | Fiber Optic Routing |
| • | Sheet COLFX-7 | Details |
| • | Sheet COLFX-8 | Details and Typical Sections |
| • | Sheet COLFX-9 | Typical Line Crossover |
| • | Sheet COLFX-10 | Details |

Description of Connections to and Supplier's Modifications of On-Site Chiller Plant:

Connection of City and County Building, McNichols Building, Police Administration Building, and Police Arraignment Detention Facility by Supplier. On or before the Commencement Date, or at such mutually agreeable time thereafter, Supplier shall construct Supplier's chilled water service main in the streets to the Northeast corner of Cherokee Street and 14th Avenue and shall make the necessary modifications to the

On-Site Chiller Plant by installing heat exchangers, pumps, piping and other appurtenant facilities necessary to connect the On-Site Chiller Plant located in the City and County Building, the McNichols Building, the Police Administration Building, and the Police Arraignment Detention Facility to Supplier's central chilled water system in order to provide chilled water service to those Buildings from both the On-Site Chiller Plant and Supplier's central chilled water system. The modifications to the On-Site Chiller Plant shall be initially designed by Supplier and approved by Customer. The new connection and modifications shall be designed and installed in such a manner as to allow for the measurement of chilled water service by Supplier through separate meters installed by Supplier in a suitable location.

Relocation of the Existing Energy Transfer Station and the Chilled Water Service Lines Serving Police Administration Building (PAB) and Pre-Arraignment Detention Facility (PADF). At a mutually agreeable time prior to the completion of the construction of the new Denver Police Crime Laboratory Building at 14th Avenue and Cherokee Streets, Customer will relocate the existing Energy Transfer Station (ETS), the chilled water service lines and control equipment which previously serviced both the PAB and PADF. Based on the mutually agreed upon new ETS location and pipe routing, Supplier will provide Customer complete system design criteria and specifications to allow Customer to relocate the ETS to the new ETS location. To minimize the chilled water service outage to PAB and PADF during the changeover, Customer will purchase a new flat plate heat exchanger with 350 tons of capacity on a maximum 400 ton frame and install it as the primary heat exchanger serving PAB and PADF. The existing flat plate heat exchanger will be added to the new ETS described in the previous sentence by Customer for use as a spare unit for PAB and PADF, as well as any future Customer chilled water loads located in the immediate area. Upon completion of the construction phase of the project and prior to energizing the system, Supplier will inspect the work and perform any necessary testing to confirm compliance with the agreed upon system design criteria and specifications in accordance with the Lease Buyout and Property Transfer Agreement between Supplier and Customer.

Connection of Denver Art Museum by Supplier. On or before the Commencement Date, or at such mutually agreeable time thereafter, Supplier shall construct Customer's chilled water service main in the streets to the Northwest corner of 14th Avenue Parkway and Acoma Street and shall make the necessary modifications to the On-Site Chiller Plant by installing heat exchangers, pumps, piping and other appurtenant facilities necessary to connect the On-Site Chiller Plant located in the Denver Art Museum to Supplier's central chilled water system in order to provide chilled water service to the Denver Art Museum from both the On-Site Chiller Plant and Supplier's central chilled water system. The modification to the On-Site Chiller Plant shall be initially designed by Supplier and approved by Customer. The new connection and modifications shall be designed and installed in such a manner as to allow for the measurement of chilled water service by Supplier through a separate meter installed by Supplier in a suitable location.

Connection of Denver Public Library by Supplier. On or before the Commencement Date, or at such mutually agreeable time thereafter, Supplier shall construct Customer's chilled water service main in the streets to the Northeast corner of 14th Avenue Parkway and Acoma Street and shall make the necessary modifications to the On-Site Chiller Plant by installing heat exchangers, pumps, piping and other appurtenant facilities necessary to connect the On-Site Chiller Plant located in the Denver Public Library to Supplier's central chilled water system in order to provide chilled water service to the Denver Public Library from both the On-Site Chiller Plant and Supplier's central chilled water system. The modification to the On-Site Chiller Plant shall be initially designed by Supplier and approved by Customer. The new connection and modifications shall be designed and installed in such a manner as to allow for the measurement of chilled water service by Supplier through a separate meter installed by Supplier in a suitable location.

Connection of the DAM Expansion-Phase 1 by Supplier. At a mutually agreeable time prior to the completion of the DAM Expansion-Phase 1, but no later than June 2003, Supplier will construct Customer's internal cooling piping and steam piping from the Denver Public Library to and including the Customer's new chilled water and steam vault located South and West of 13th Avenue and Acoma, and the Customer's new communications conduits from the Denver Public Library loading dock to and including the Customer's new communications vault located South and West of 13th Avenue and Acoma. Customer will construct the Customer's 6-inch internal cooling and 4-inch steam piping from the permanent chilled water and steam vault located South and West of 13th Avenue and Acoma to the DAM Expansion-Phase 1. The Customer's new steam piping conduit will be bored under 13th Avenue from the Denver Public Library loading dock through a temporary bore pit and Supplier will terminate chilled water pipeline and provide shutoff valves in the permanent chilled water and steam vault located South and West of 13th Avenue and Acoma, and will include one 4-inch insulated steam pipe. The Customer's new chilled water piping conduit will be bored under 13th Avenue from the Denver Public Library loading dock, through a temporary bore pit and Supplier will terminate chilled water piping and provide shutoff valves in the permanent chilled water and steam vault located South and West of 13th Avenue and Acoma, and will include two 10-inch insulated chilled water pipes, one 4-inch PVC conduit with pull tape for Supplier's communications conduit, four 4-inch PVC conduits with pull tapes for DAM telecommunications conduits, and one 1¼-inch conduit with pull tape for a future 20 Amp / 120 volt lighting circuit. Conduits will protrude through the bore and vault such that Customer can easily extend them in the future. The location of the conduits within the Denver Public Library dock shall allow for the installation of a metal pull box by Customer in the future. Supplier will terminate the above noted conduits in a precast concrete vault dedicated to telecommunications. This vault shall be of adequate size to pull future telecommunications cabling, and shall have a concrete lid sufficient for drive-over traffic. The cast iron manhole cover shall be capable of being secured to deter ease of removal. Supplier will coordinate the exact location of their bore and the two separate concrete vaults with Customer, the design team, and Denver Public Library. Supplier understands that the commencement for construction of the DAM Expansion-Phase 1 is unknown at this time.

Connection of Denver Art Museum Expansion-Phase 2 by Customer. At a mutually agreeable time prior to the completion of the DAM Expansion, but no later than March 1, 2004, Customer will construct the Customer's 8-inch internal cooling piping from the City's chilled water and steam vault located South and West of 13th Avenue and Acoma to the DAM Expansion-Phase 2. Supplier understands that the commencement for construction of the Denver Art Museum Expansion is unknown at this time.

The following is a list of drawings that describe the "District Chilled Water System South of Colfax Project City and County of Denver Buildings" dated October 19, 2001:

- Sheet M0.0 Mechanical Cover Page
- Sheet M2.1 City & County Building - Mechanical Demo Plan
- Sheet M2.2 City & County Building - New Mechanical Plan
- Sheet M2.3 City & County Building - Piping Schematic
- Sheet M3.1 Police Admin. Building - Mechanical Demo Plan
- Sheet M3.2 Police Admin. Building - New Mechanical Plan
- Sheet M3.3 Police Admin. Building - Piping Schematic
- Sheet M4.1 Denver Art Museum - Mechanical Demo Plan
- Sheet M4.2 Denver Art Museum - New Mechanical Plan
- Sheet M4.3 Denver Art Museum - New Piping Plan
- Sheet M4.4 Denver Art Museum - Piping Schematic
- Sheet M5.1 Denver Public Library - Mechanical Demo Plan
- Sheet M5.2 Denver Public Library - New Mechanical Plan
- Sheet M5.3 Denver Public Library - Basement New Mech. Plan
- Sheet M5.4 Denver Public Library - Basement New Mech. Plan
- Sheet M5.5 Denver Public Library - Piping Schematic
- Sheet M6.1 Mechanical Details
- Sheet M6.2 Heat Exchanger Schematic & Details
- Sheet M7.1 Mechanical Schedules
- Sheet E0.0 Electrical Legends and General Notes
- Sheet E2.1 City & County Building - New Electrical Plan
- Sheet E3.1 Police Admin. Building - New Electrical Plan
- Sheet E4.1 Denver Art Museum - New Electrical Plan
- Sheet E4.2 Denver Art Museum - Elec. One-Line Diagram
- Sheet E5.1 Denver Public Library-- Basement New Elec. Plan
- Sheet E5.2 Denver Public Library -- 9th Flr. New Elec. Plan
- Sheet E5.3 Denver Public Library - Elec. One-Line Diagram