

## Key Contract Terms

Type of Contract:

X\_\_ Contract > \$500K \_\_ Lease \_\_ Sale/purchase of personal property \_\_ Grant \_\_  
IGA \_\_ Sale of real property

Vendor/Contractor Name: Public Service Company of Colorado (Xcel Energy)

Contract control number: GENRL-201525360-00

City's contract manager: David Basich

Was this contractor selected by competitive process? No. Public Service Company of Colorado is a sole source utility.

Has this contractor provided these services to the City before? Yes, the City has four other contracts with Public Service Company of Colorado for the purchase of chilled water used at other City facilities.

Term/Duration of contract/project: February 1, 2016 – December 31, 2034

Is this a new contract? yes\_\_ An amendment? no\_\_ How many amendments? \_\_\_\_

Renewal terms: After 2034, the contract automatically renews for ten year periods unless it is terminated by one of the parties.

Purpose: To replace the existing cooling system at the Permit Building (200 W. 14<sup>th</sup> Avenue) by purchasing chilled water from Public Service Company of Colorado.

Scope of services with performance bench marks: Public Service Company of Colorado delivers chilled water to the building and bills the City a Contract Capacity Charge, a Consumption Charge, and a Metering Charge. The Contract Capacity Charge and the Consumption Charge are adjusted annually. Construction costs associated with connecting to Xcel's chilled water infrastructure will be \$325,000.00, paid from already approved capital funds.

Cost/value: \$3,229,278.00 through December 31, 2034.

Source of funds: UTILS 3032200 General Services Strategic Initiatives

Benefit: The existing HVAC system at 200 W. 14<sup>th</sup> Avenue is over thirty years old and requires frequent maintenance and repairs. It uses a refrigerant that is being phased out of use and no longer made in the United States. Connecting the building to Public Service Company of Colorado's chilled water system will provide reliable cooling with minimal maintenance.

Termination provision for City and for contractor: Either party may terminate following default of the other party. The City may terminate by electing not to appropriate funds.

Is this contract subject to: \_\_\_ W/MBE \_\_\_ DBE \_\_\_ ACDBE \_\_\_ SBE \_\_\_ XO 101  
Not applicable.

WBE/MBE/DBE commitments (construction, design, Airport concession contracts):

Location: Permit Center, 200 W. 14<sup>th</sup> Avenue

Affected Council District: 10