

SERVICES AGREEMENT

This Services Agreement ("AGREEMENT") made and entered into the day and year set forth below by and between THE CITY OF FORT COLLINS, COLORADO, a Municipal Corporation, hereinafter referred to as the "City" and WOODWARD, INC., hereinafter referred to as "Woodward". Woodward and Customer may be referred to herein collectively as "Parties" and individually as "Party."

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. Scope of Services. Woodward agrees to provide services in accordance with the Project Scope Definition ("PSD") for the Combined Heat and Power Genset (CHP) attached hereto as Exhibit A, consisting of seventeen (17) pages and incorporated herein by this reference. Irrespective of references in Exhibit A to certain named third parties, Woodward shall be solely responsible for performance of all duties hereunder.

The City may by written notice, at any time during the term of the Agreement, and without invalidating such Agreement, make changes to the general scope of the particular services in any one or of the following: (a) drawings, designs or specifications where the Services to be furnished are to be specially designed and/or manufactured for City in accordance therewith; (b) method of shipment or packing; (c) place of inspection, delivery or acceptance; or (d) increase or decrease the quantity ordered. Such changes shall be mutually agreed upon in writing by the parties by Change Order, a sample of which is attached hereto as Exhibit B, consisting of one (1) page and incorporated herein by this reference.

Woodward may at any time during the term of the Agreement, and without invalidating such Agreement, make changes to the products, including the source of supply of any components thereto, that do not materially reduce the quality of Products or level of Services as defined in the PSD, or adversely affect the interface of such products with City's associated equipment for any performance specifications for such products.

The Party requesting a change shall provide ten (10) working days prior written notice of any proposed change. The receiving Party shall have ten (10) working days to evaluate the proposed change. If any change causes and increase or decrease in the price of or in the time required for a Party to perform its obligations and deliverables, an equitable adjustment shall be made in the pricing or the schedule of both on the Change Order.

The City will make no changes in software programming incorporated in or furnished with any Woodward product, unless first authorized or requested to do so by Woodward, within the warranty period. Any liability arising from any unauthorized changes will be the City's responsibility.

2. Contract Period. This Agreement shall commence February 10, 2020 and shall continue in

full force and effect until February 9, 2021, unless sooner terminated as herein provided.

- 3. Delay. If either party is prevented in whole or in part from performing its obligations by unforeseeable causes beyond its reasonable control and without its fault or negligence, then the party so prevented shall be excused from whatever performance is prevented by such cause. To the extent that the performance is actually prevented, Woodward must provide written notice to the City of such condition within fifteen (15) days from the onset of such condition.
- 4. Early Termination. Notwithstanding the time periods contained herein, either Party may terminate this Agreement at any time without cause by providing written notice of termination. Such notice shall be delivered at least fifteen (15) days prior to the termination date contained in said notice unless otherwise agreed in writing by the parties. All notices provided under this Agreement shall be effective when mailed, postage prepaid and sent to the following addresses:

Woodward:	City:	Copy to:
Woodward, Inc.	City of Fort Collins	City of Fort Collins
Attn: Casey Mulder	Attn: Link Mueller	Attn: Purchasing Dept.
Woodward, Inc,	PO Box 580	PO Box 580
3800 N. Wilson Ave, Loveland	Fort Collins, CO 80522	Fort Collins, CO 80522
CO 80538		

In the event of early termination by the City, Woodward shall be paid for: (i) for the actual and reasonable work-in-process costs incurred by Woodward on products and services required to be delivered within lead-time; (ii) reasonable costs of settling and payment termination settlement proposals under terminated subcontracts; (iii) a fair and reasonable sum as profit; and (iv) any unrecovered non-recurring expenses, if applicable. Such amounts shall be state in the form of an invoice setting forth a reasonably detailed accounting. Invoice(s) will be paid within thirty (30) days of presentation of a correct invoice. Such payment shall be Woodward's sole right and remedy for such termination.

In the event of early termination by Woodward, City shall be entitled, as the case may be, to (i) reimbursement for advanced payment on products or services not satisfactorily delivered by termination date, according to standards set forth in Exhibit A; (ii) compensation for work performed or goods and services provided, or to all materials, work in process and completed work included as value of work performed and necessary material expenditures paid for by City; and (iii) any unrecovered non-recurring expenses incurred by the City in reliance on Woodward's performance under this Agreement.

5. Termination for Breach:

- a. A Party may terminate this Agreement under the following conditions and in the manner specified: (i) Immediately upon written notice to the other Party if the receiving Party materially breaches or is in default of any essential obligation hereunder and the breach or default is incapable of cure, or if it is capable of cure, has not been cured within thirty (30) days after receipt of written notice from the injured Party; (ii) Immediately upon

written notice to a Party if the receiving Party has filed for dissolution, bankruptcy, involency, receivership or for some similar method of protection against creditors; (iii) Immediately upon City's failure to pay Woodward's invoices in accordance with the payment terms stated above and such non-payment has not been cured within fifteen (15) days after receipt of written notice from Woodward; or (iv) Immediately upon City's becoming listed on the Excluded Parties List System maintained by the U.S. General Services Administration.

- b. In the event of termination as the result of Woodward's default, City may require Woodward to: (i) deliver to City all completed Products; and (ii) partially completed Products, and materials and parts thereof. City will pay contract price for Products (or any materials and parts thereof) delivered and accepted.
 - c. In the event of termination as the result of City default, Woodward may (in addition to any other rights or remedies provided herein or at law or in equity) by written notice to City, terminate its obligations or any part thereof, without any liability to Woodward. City will pay all costs, including reasonable attorneys' fees, incurred by Woodward in any action brought by Woodward to collect payments owed or otherwise enforce its rights.
 - d. If, after termination, it is determined that a party was not in default, or that the default was excusable, the rights and obligations of the Parties will be the same as if the termination had been issued for convenience.
6. Contract Sum. The City shall pay Woodward for the performance of this Contract, subject to additions and deletions provided herein, per the attached Exhibit A, is incorporated herein by this reference.
 7. City Representative. The Parties will designate, prior to commencement of the work, its representative who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the services provided under this agreement. All requests concerning this agreement shall be directed to the City Representative.
 8. Independent Service Provider. The Parties are independent contractors, and nothing herein will be construed to any other effect. Each Party alone will determine, supervise and manage the method, details and means of performing its obligations hereunder. Except as agreed in writing, neither Party will act or attempt to act or represent itself, directly or by implication, as the other Party's agent. Each Party will be solely responsible for the withholding and payment of all applicable federal, state and local taxes for its own employees.
 9. Subcontractors. Woodward may not subcontract any of the Work set forth in the Exhibit A, Statement of Work without the prior written consent of the City, which shall not be unreasonably withheld. If any of the Work is subcontracted hereunder (with the consent of the City), then the following provisions shall apply: (a) the subcontractor must be a reputable, qualified firm with an established record of successful performance in its respective trade

performing identical or substantially similar work, (b) the subcontractor will be required to comply with all applicable terms of this Agreement, (c) the subcontract will not create any contractual relationship between any such subcontractor and the City, nor will it obligate the City to pay or see to the payment of any subcontractor, and (d) the work of the subcontractor will be subject to inspection by the City to the same extent as the work of Woodward.

- 10. Acceptance Not Waiver. The City's approval or acceptance of, or payment for any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the City under this Agreement or cause of action arising out of performance of this Agreement.

If City places an Order under this Agreement, Woodward will have an opportunity to review and make comments to the contents of the Order. Woodward's comments will be mutually agreed upon in writing by the parties via Change Order. Woodward reserves the right to reject any Order submitted by City.

- 11. Tooling and Data; License. It is a fundamental purpose of this Agreement to facilitate each Party's understanding and knowledge regarding combined heat and power generating configurations for municipal wastewater applications. In pursuit thereof, the Parties intend to share significant technical knowledge regarding products, services, equipment, and procedures otherwise proprietary and unique to each ("Technical Knowledge"). The Parties do not intend to relinquish title, ownership, or control over such Technical Knowledge by virtue of this collaboration.

As such, with regard to Products provided and associated services described in the PSD, the Parties shall each retain all rights to specifications, drawings, engineering instructions, material, equipment, software, processes, facilities and tooling, including, but not limited, to jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, manufacturing aids and replacements items, now in place at the project site, existing or hereafter created in the performance of this Agreement as each Party brings to its performance, except to the extent title is specifically transferred in writing by a Party. With regard to all specifications, engineering instructions, data, processes, facilities, and tooling ("Project Knowledge") hereafter created by the Parties' collaboration, each Party hereby grants to the other Party a perpetual, non-exclusive, royalty free license for non-commercial exploitation of such Project Knowledge.

- 12. Warranty.
 - a. *Product Warranty.* Except as otherwise specified in the table below or quote to City, Woodward warrants its Products provided hereunder will be free from defects in materials and workmanship for a period of eighteen (18) months from the date of shipment of the Product to the Buyer.

	CHP Genset Item	Item #	Warranty Period
1	Weichai 13TA Engine (Exclude: fuel system, accessory parts, electronic components, wear components and PM parts)	WP13GTA	12 months unlimited hours

	Weichai 13TA Engine Basic Components Include engine block, crankshaft, camshaft and connecting rod only.	WP13GTA	36 months or 11750 hours, whichever occurs first
2	2/11.5 Gen End/PMG/DVR	432PSL6210	12 months from first use
3	400A MLCB	KG3400	12 months, unlimited hours
4	Insulator	4175S4TPC	12 months, unlimited hours
5	A/C Harness	100926TCS	12 months, unlimited hours
6	400a CT's	546400TPCS	12 months, unlimited hours
7	Breaker Box	880468	12 months, unlimited hours
8	Ground Strap	STATOO-WC-12	12 months, unlimited hours
9	Breaker Cover	823750R1TPC	12 months, unlimited hours
10	Mount Plate	824750TPC	12 months, unlimited hours
11	Bond Strap	4/0BLK-16	12 months, unlimited hours
12	Dome Mounts	525453TPR	12 months, unlimited hours
13	24V Batt. Charger	2611A	12 months, unlimited hours
14	Batt. Cable Set	SATOO-WC-60-Set	12 months, unlimited hours
15	Part 1 Batt. Tray	400701RURU	12 months, unlimited hours
16	Part 2 Batt. Tray	400702TPC	12 months, unlimited hours
17	Part 3 Batt. Tray	400703TPC	12 months, unlimited hours
18	Block Heater	3305056	12 months, unlimited hours
19	Panel Door	Panel Door	12 months, unlimited hours
20	Panel Box	880523TPC	12 months, unlimited hours
21	Enclosure Assy.	66x240x72	12 months, unlimited hours
22	Engine Silencer	Donaldson	12 months, unlimited hours
23	Redundant biogas shut off valves	Dungs option, MBC-VV 2500 24V, 258446	12 months, unlimited hours
24	Redundant natural gas shut off valves	Dungs option, MBC-VV 2500 24V, 258446	12 months, unlimited hours
25	Flange Qty 4	Dungs, MBC-VV2500 Flange, 222003 (1.5" NPT), 221997 (2" NPT)	12 months, unlimited hours
26	O-Ring and Bolts Qty 4	Dungs, MBC-VV2500 O-Ring and Bolts, 224094	12 months, unlimited hours
27	Din Connector Qty 2	Dungs, Din Connector, 210319	12 months, unlimited hours
28	Conduit Adapter Qty 2	Dungs Conduit Adapter, 240671	12 months, unlimited hours
29	Biogas pressure regulator	Maxitrol 210 - Specific spring packages for these. Need specials for Biogas. (14.4-18.0" H2O, 5000 cfh)	36 Months, unlimted hours
30	Natural gas pressure regulator	Maxitrol 210, (6.8-10.8" H2O, 2500 cfh)	36 Months, unlimited hours
31	Exhaust Treatment 3 Way Catalyst	GESI Proto-0003	12 months, unlimited hours
32	Exhaust gas to water heat exchanger	E.J. Bowman 10-32-5843-5	12 months, unlimited hours

33	Engine Coolant to Plant Water heat exchanger	Standard Exchange P19, 2 psi drop	12 months, unlimited hours
34	3 Way engine coolant control valve	Standard Valve, Belimo B352+AFRX24-MFT	12 months, unlimited hours
36	Engine Coolant Temperature Sensor	Standard Temp Sensor Comes with engine	12 months, unlimited hours
37	Engine Batteries Qty 2	Group 31 12 V Batteries in series for 24V	12 months, unlimited hours
43	Thermal Management Controller	Woodward SECM70, (8923-2588)	36 Months, unlimited hours
44	Exhaust flow control valves Qty 2	R30 80mm Wafer Hot Valve (Woodward 8355-002)	36 Months, unlimited hours
45	Additional Engine coolant sensors Qty 6	(Woodward 1689-1336)	36 Months, unlimited hours
46	Electrical Wiring Harness	Woodward to provide plant diagrams and connectors.	36 Months, unlimited hours
47	Water/Engine Coolant Plumbing	Woodward to supply plant diagram	36 Months, unlimited hours
48	Exhaust Gas Plumbing	Woodward to supply plant diagram	36 Months, unlimited hours
PG+ Engine Control System			
49	UEGO	Woodward 1689-1277	36 Months, unlimited hours
50	HEGO	Woodward 1689-1249	36 Months, unlimited hours
51	Throttle F-Tech	Woodward 8235-439	36 Months, unlimited hours
52	EFR	Woodward 8407-812	36 Months, unlimited hours
53	SECM 70 - Engine	Woodward (8923-2588)	36 Months, unlimited hours
54	Compressor bypass valve	JEGS Part #: 002976	36 Months, unlimited hours
55	BVWFAL BOV Weld FLG Alum	JEGS Part #: 001647	36 Months, unlimited hours
56	Ignition Coils Qty 6	Woodward 1698-1255	36 Months, unlimited hours
57	Adapters for Ignition Coils Qty 6	Woodward to Provide part	36 Months, unlimited hours
58	Dwyer Flow Switch Qty 1	PN: V6EPB-B-S-6-MI (globaltestsupply.com)	36 Months, unlimited hours
59	Axiomatic Universal Signal Converter	PN: USC-CVB225-01	36 Months, unlimited hours
60	DPC Cable	Woodward: 5417-1251	36 Months, unlimited hours
61	BOV Spring	JEGS PN: 003907	36 Months, unlimited hours

- b. Woodward's liability hereunder is limited to repairing or replacing any Products that have been returned to Woodward and are found by Woodward to be defective. Woodward will use only Woodward acquired component parts when conducting warranty repairs; Woodward will not accept customer supplied component parts for use in such repairs. City must provide the reason for return of the Product, details regarding the defect or failure and any documentation that must be provided to Woodward with the shipment of the repaired or replaced Product. The City will pre-pay transportation and handling cost

for all Products returned to Woodward hereunder. At Woodward's election, Woodward will either repair or replace Products that are returned to Woodward and that are verified by Woodward as being defective. Woodward will have the sole right to determine whether such parts will be repaired or replaced.

- c. This warranty applies to new, repaired and replaced Products, including parts thereof. With respect to repaired or replaced Products or parts thereof, the balance of the warranty period remaining from the time of original shipment of such Products or parts to the City will apply to the repaired or replaced Products or parts. In no event will a new warranty period apply to such repaired or replaced Products or parts thereof. Products classified by Woodward as having been "Remanufactured" are covered by this warranty the same as newly manufactured Products.
 - d. *Service Warranty.* Woodward warrants its Services, such as the repair of Products no longer covered by a Product Warranty, site supervision and installation services, to be free from defects materials and workmanship for a period of one hundred eighty (180) days from the date of service completion. Products installed in conjunction with Services provided, shall be covered under this warranty for a period of twelve (12) months from the date of installation.
 - e. *Limitations.* The sole obligation of Woodward under this Section 7, is to repair or replace, at its option any Woodward Product which is defective or, in the case of defective Services, to reperform such Services. Other than the foregoing repair, replacement or reperformance, City shall have no other remedy against Woodward. This warranty will not apply to any sample, prototype or test unit or to any Product that has been: improperly installed, shipped or transported; subjected to abuse, neglect, misuse or misapplication; damaged by accident; by contaminated fuel, environmental conditions, overload conditions, operated contrary to Woodward specifications and/or data sheets in effect on the date of this Order or any other condition for which the Product was not designed; or repaired or altered by City or a third party other than Woodward's authorized representative. In addition, no warranty is given on any Product or part thereof that was not manufactured by Woodward or Products normally consumed in operation or which have a normal life inherently shorter than the foregoing warranty period, including, but not limited to, seals, O-rings, gaskets, filter cartridges, filter inserts or spark plugs. No agreement extending, expanding or supplementing this Warranty will be binding upon Woodward unless in writing and signed by an authorized representative of Woodward. THESE WARRANTIES ARE THE EXCLUSIVE WARRANTIES AND IN LIEU OF OTHER WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL WOODWARD BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY.
13. Binding Effect. This writing, together with the exhibits hereto, constitutes the entire

agreement between the parties and shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties.

14. Indemnity/Insurance.

a. Woodward agrees to defend, indemnify and hold harmless the City, its officers, agents and employees against third party claims for injuries to or death of any person or persons, or damages to property to the extent caused by Woodward's negligence in its performance of this Agreement. Woodward's obligations under this clause are conditioned on City promptly informing Woodward of any claim, demand or suit asserted or instituted against it, and permit Woodward to exclusively control the defense or make settlement in respect thereof. At Woodward's expense, City will provide reasonable assistance in the defense of any such claim, including, but not limited to, promptly furnishing Woodward with all relevant information within its possession or control. Because Woodward will provide the defense, Woodward will not be liable for any attorney's fees or costs. City may not enter into any settlement, assume any obligation or make any concession without the prior written approval of Woodward, which will not be unreasonably withheld. Liability under this Indemnity/Insurance clause is subject to the provision of the Limitation of Liability section of this Agreement.

b. Without limiting any of Woodward's obligations hereunder, Woodward shall provide and maintain insurance coverage naming the City as an additional insured under this Agreement of the type and with the limits specified within Exhibit D, consisting of one (1) page, attached hereto and incorporated herein by this reference. Woodward before commencing services hereunder, shall deliver to the City's Purchasing Director, P. O. Box 580 Fort Collins, Colorado 80522 one copy of a certificate evidencing the insurance coverage required from an insurance company acceptable to the City.

15. Limitation of Liability. WHETHER ARISING FROM BREACH OF CONTRACT, WARRANTY, TORT OR OTHERWISE, IN NO EVENT WILL WOODWARD BE LIABLE FOR ANY INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, SPECIAL DAMAGES, INDIRECT DAMAGES, LOSS OF PROFITS, LOSS OF REVENUES OR LOSS OF USE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES TO THE EXTENT PERMITTED BY APPLICABLE LAW. WOODWARD'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THE SUPPLY OF ANY PRODUCT OR SERVICES IS LIMITED TO THE CONTRACT PRICE FOR THE SPECIFIC PRODUCT OR SERVICES GIVING RISE TO THE CLAIM.

16. Intellectual Property Liability. Woodward will have no liability to City for any costs, losses or damages, to the extent that an infringement allegation is based upon: (a) City's use of the Products in combination with any other product, software or equipment; (b) City's use of the Products in a manner or for an application other than for which they were designed or intended, regardless of whether Woodward was aware of or had been notified of such use; (c) City's use of the Products in a manufacturing or other process; (d) City's modifications

to the Products; (e) Woodward's compliance with City's particular design, instructions or specifications; or (f) Woodward's compliance with any industry or proprietary standard or City's use of the Products to enable implementation of any industry or proprietary standard, provided Woodward has shared in good faith with City all knowledge of potential infringement related to (e) and (f) reasonably held by Woodward at the time of such compliance.

17. If an infringement claim is made or if Woodward believes that an infringement claim is likely, Woodward may, at its option and at its expense, and with no further liability to City: (i) procure for City the right to continue using the Products; (ii) replace or modify the Products so that it becomes non-infringing; or (iii) accept return of the Products and grant City a credit for the purchase price paid to Woodward for such Products, less a reasonable depreciation for use, damage, and obsolescence. Further, Woodward may cease shipping infringing Products without being in breach of this Agreement.
18. This section states Woodward's entire liability, and City's sole recourse and remedy with respect to infringement. ALL OTHER WARRANTIES AGAINST INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, STATUTORY, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED.
19. Law/Severability. The laws of the State of Colorado shall govern the construction interpretation, execution and enforcement of this Agreement, without regard to its conflict of law provisions. The parties disclaim any applicability of the U.N. Convention on the International Sale of Goods, 1980, and any successor treaty. Any disputes under the Order or these Terms and Conditions that cannot be settled by mutual agreement of the parties will be submitted to and decided by a court of competent jurisdiction in the state of Colorado. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
20. Prohibition Against Employing Illegal Aliens. To the extent applicable to Woodward's performance under this Agreement, pursuant to Section 8-17.5-101, C.R.S., et. seq.,
 - a. As of the date of this Agreement:
 1. Service Provider does not knowingly employ or contract with an illegal alien who will perform work under this Agreement; and
 2. Service Provider will participate in either the e-Verify program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security (the "e-Verify Program") or the Department Program (the "Department Program"), an employment verification program established pursuant to Section 8-17.5-102(5)(c) C.R.S. in order to confirm the employment eligibility of all newly hired employees to perform work under this Agreement.

- b. Service Provider shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or knowingly enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien to perform work under this Agreement.
 - c. Service Provider is prohibited from using the e-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
 - d. If Service Provider obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Service Provider shall:
 - 1. Notify such subcontractor and the City within three (3) days that Service Provider has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - 2. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this section the subcontractor does not cease employing or contracting with the illegal alien; except that Service Provider shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
 - e. Service Provider shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation that the Department undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.
 - f. If Service Provider violates any provision of this Agreement pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the City may terminate this Agreement. If this Agreement is so terminated, Service Provider shall be liable for actual and consequential damages to the City arising out of Service Provider's violation of Subsection 8-17.5-102, C.R.S.
 - g. The City will notify the Office of the Secretary of State if Service Provider violates this provision of this Agreement and the City terminates the Agreement for such breach.
21. Force Majeure. Neither Party shall be liable for a delay in its performance of its obligations and responsibilities under this Agreement due to causes beyond its control, such as but not limited to war, lockouts, embargo, national emergency, insurrection or riot, acts of the public enemy, fire, flood, or any other natural disaster, provided that said Party has taken reasonable measures to notify the other Party, in writing, of the delay. Failure of subcontractors and inability to obtain materials shall not be considered a force majeure delay. Further, in the event that either Party is unable to meet its obligations hereunder because of such force majeure delay, and such inability continues for a period of ninety (90) calendar days or more, the other party may terminate this Agreement without further obligation.

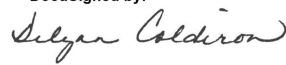
22. Export Controls: Each Party shall comply with the most current export control and sanctions laws, regulations, and orders applicable at the time of and with regard to the export and/or any re-export of Goods or Services including without limitation, the i) United States Export Administration Regulations (“EAR”), ii) regulations and orders administered by the Treasury Department’s Office of Foreign Assets Control and iii) laws and regulations of other countries (collectively, “Export Control Laws”). Delays outside the control of any Party, in compliance to requirements of export laws and regulations (including license application requirements, revocation, non-renewal of licenses, return without action {RWA} and any unexpected delays thereof), will relieve the Party of its obligations under any other terms and conditions of this PSD and shall constitute a force majeure or give rise to an excusable delay hereunder. The Disclosing Party will be at liberty to withhold all support activities and obligations to the Recipient, with regard and, limited to the country / countries of such export / re export in the event of such delays or non compliance as stated above.
23. Assignment. Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld. However, either party may assign the Order and these Terms and Conditions, without the requirement of obtaining consent of the other party, in connection with the sale or transfer of all or substantially all of the assets of the business or product line to which the Order and these Terms and Conditions pertain, provided that assignment is not made to a party’s direct competitor, and the assignee undertakes all obligations set forth in an Order and these Terms and Conditions. Any assignment in violation of this clause will be void.
24. Waiver. The failure of a party to enforce any of the provisions of these Terms and Conditions or any Order will not waive that provision, nor will any such failure prejudice or affect the other party’s right to enforce that provision in the future.
25. Survivability. Upon expiration, completion or termination of the Order, all rights, duties, and obligations which by their nature should remain in force beyond the expiration, completion or termination of the Order, including, but not limited to Payment; Warranty; Confidentiality; Notices; Limitation of Liability; Export Controls; Law/Severability. Force Majeure, Amendment and Assignment hereof, will remain in force following such expiration, completion or termination.
26. Special Provisions. Special provisions or conditions relating to the services to be performed pursuant to this Agreement are set forth in Exhibit D - Confidentiality, consisting of five (5) pages, attached hereto and incorporated herein by this reference.
27. Entire Agreement. This Agreement, along with all Exhibits and other documents incorporated herein, shall constitute the entire Agreement of the parties. Covenants or representations not contained in this Agreement shall not be binding on the parties. This Agreement supersedes all prior negotiations, discussions, correspondence, communications, understandings, representations and agreements, oral or written between the parties relating to the agreement.

THE CITY OF FORT COLLINS, COLORADO

DocuSigned by:
By: 
A9D0A054C8CB45D...
Gerry Paul
Purchasing Director

DATE: 2/20/2020

ATTEST:

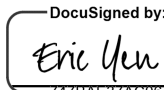
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City Clerk

APPROVED AS TO FORM:

DocuSigned by:

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Assistant City Attorney II

WOODWARD, INC.

DocuSigned by:
By: 
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Eric Yen
Vice President/GM Engine Systems

Date: 2/14/2020

EXHIBIT A PROJECT SCOPE DEFINITION (PSD)

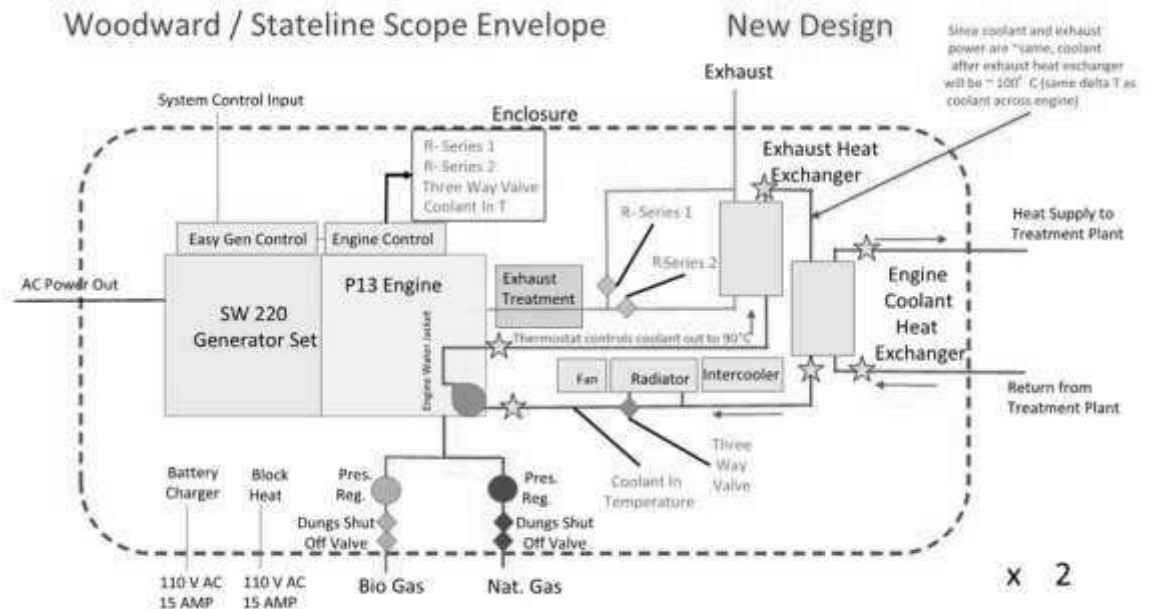
Woodward and the City desire to cooperate in developing an Engine/GENSET System using Woodward products (specified in sections 2.2, 2.3, 2.4) in the Combined Heat and Power (CHP) Field of Use that are mutually beneficial to both parties (the "Project").

1. **Introduction/Background:** The City of Fort Collins Drake Wastewater Treatment Plant currently produces biogas as a byproduct of the wastewater treatment process. The biogas is burned in a boiler to produce heat to maintain proper temperature of the wastewater treatment digester units. Excess biogas not needed for heating is flared. Natural gas is burned in the boilers in addition to the biogas if there is insufficient biogas produced to provide adequate heating to the digesters.

The purpose of this project is to develop and implement a Combined Heat and Power GENSET "CHP GENSET" system to allow biogas and natural gas to fuel electrical generator engines to provide the required heat for the plant digesters and gaining the added benefit of electrical production.

2. **Scope:** The scope of the Project is for the development and validation of a biogas CHP GENSET to be used at and in conjunction with other City equipment at the City of Fort Collins Wastewater treatment plant (the "System"). This PSD sets forth the responsibilities of Woodward, their subcontractor, Stateline, and the CITY for the development of the products and services referenced herein.

2.1 **System Scope:** The scope of supply for Woodward is to provide two (2) CHP GENSET units described inside the dotted line in the following diagram, as well as some additional ancillary components of the System.



2.2 CHP GENSET Bill of Material Hardware. Woodward will provide two (2) CHP GENSETS each with the following hardware components included.

#	Qty	CHP GENSET Item	Item #
1	1	Weichai 13TA Long Block	WP13GTA
2	1	2/11.5 Gen End/PMG/DVR	432PSL6210
3	1	400A MLCB	KG3400
4	1	Insulator	4175S4TPC
5	1	A/C Harness	100926TCS
6	3	400a CT's	546400TPCS
7	1	Breaker Box	880468
8	1	Ground Strap	STATOO-WC-12
9	1	Breaker Cover	823750R1TPC
10	1	Mount Plate	824750TPC
11	1	Bond Strap	4/0BLK-16
12	8	Dome Mounts	525453TPR
13	1	24V Batt. Charger	2611A
14	1	Batt. Cable Set	SATOO-WC-60-Set
15	2	Part 1 Batt. Tray	400701RURU
16	2	Part 2 Batt. Tray	400702TPC
17	4	Part 3 Batt. Tray	400703TPC
18	1	Block Heater	3305056
19	1	Panel Door	Panel Door
20	1	Panel Box	880523TPC
21	1	Enclosure Assy.	66x240x72
22	1	Engine Silencer	Donaldson
23	1	Redundant biogas shut off valves	Dungs option, MBC-VV 2500 24V, 258446
24	1	Redundant natural gas shut off valves	Dungs option, MBC-VV 2500 24V, 258446
25	1	Flange	Dungs, MBC-VV2500 Flange, 222003 (1.5" NPT), 221997 (2" NPT)
26	4	O-Ring and Bolt Kit	Dungs, MBC-VV2500 O-Ring and Bolts, 224094
27	2	Din Connector	Dungs, Din Connector, 210319
28	2	Conduit Adapter	Dungs Conduit Adapter, 240671
29	1	Biogas pressure regulator	Maxitrol 210 - Specific spring packages for these. Need specials for Biogas. (14.4-18.0" H ₂ O, 5000 cfh)
30	1	Natural gas pressure regulator	Maxitrol 210, (6.8-10.8" H ₂ O, 2500 cfh)
31	1	Exhaust Treatment 3 Way Catalyst	GESI Proto-0003
32	1	Exhaust gas to water heat exchanger	E.J. Bowman 10-32-5843-5
33	1	Engine Coolant to Plant Water heat exchanger	Standard Exchange P19, 2 psi drop

34	3	3 Way engine coolant control valve	Standard Valve, Belimo B352+AFRX24-MFT
36	1	Engine Coolant Temperature Sensor	Standard Temp Sensor Comes with engine
37	2	Engine Batteries	Group 31 12 V Batteries in series for 24V
43	1	Thermal Management Controller	Woodward SECM70, (8923-2588)
44	2	Exhaust flow control valves	R30 80mm Wafer Hot Valve (Woodward 8355-002)
45	6	Additional Engine coolant sensors	(Woodward 1689-1336)
46	A/R	Electrical Wiring Harness	Woodward to provide plant diagrams and connectors.
47	A/R	Water/Engine Coolant Plumbing	Woodward to supply plant diagram
48	A/R	Exhaust Gas Plumbing	Woodward to supply plant diagram
		PG+ Engine Control System	
49	1	UEGO	Woodward 1689-1277
50	1	HEGO	Woodward 1689-1249
51	1	Throttle F-Tech	Woodward 8235-439
52	1	EFR	Woodward 8407-812
53	1	SECM 70 - Engine	Woodward (8923-2588)
54	1	Compressor bypass valve	JEGS Part #: 002976
55	1	BVWFAL BOV Weld FLG Alum	JEGS Part #: 001647
56	6	Ignition Coils	Woodward 1698-1255
57	6	Adapters for Ignition Coils	Woodward to Provide part
58	1	Dwyer Flow Switch	PN: V6EPB-B-S-6-MI (globaltestsupply.com)
59	1	Axiomatic Universal Signal Converter	PN: USC-CVB225-01
60	1	DPC Cable	Woodward: 5417-1251
61	1	BOV Spring	JEGS PN: 003907

2.3 Non-CHP GENSET mounted hardware also to be supplied by Woodward:

The following System components will be supplied by Woodward separately from the CHP GENSET units.

#	Qty	Item	Item #
38	1	CAN to Ethernet Converter easYgen	Woodward PN: 8445-1044
39	1	LS5	Woodward (Outside of Stateline Box) PN: LS5-21 (8440-2151?)
40	1	High PROTEC	Woodward (Outside of Stateline Box) PN: MCA4-2A0ACA
41	1	easYgen Controller	3500 P2-XT Front Door Mount with Display, Modbus TCP, (WWD PN 8440-2087)
42	1	easYgen Remote Panel Qty 1	RP-3000XT, (WWD PN 8446-1061)

2.4 Software and Controls General Functionality

- (i) easYgen Generator Control System**
 - a. Manage engine start stop functions
 - b. Load Management
 - c. Coordination functions with Switchgear
- (ii) PG+ Fuel and Engine Management System**
 - a. Manage engine operation to meet desired power output and emissions.
- (iii) Thermal Management Controls**
 - a. Maximize heat delivery to the plant and maintain engine coolant temperatures at safe levels for engine operation.

2.5 Calibration and Testing Included with GENSET and Controls

- (i) Base Engine Calibration (Woodward) - 250 KW mechanical at engine**
- (ii) Base Engine Emissions (Woodward) - Per APEN Permit**
- (iii) CHP GENSET System Testing (Woodward)**

2.6 Support at Fort Collins Drake Plant

- (i) Manuals**
 - a. GENSET Manual
 - b. easYgen Manual
 - c. LS5 Manual
 - d. HighPROTEC Manual
 - e. PG+ Manual
 - f. CHP GENSET Manual
- (ii) Commissioning Support and Initial Training**
 - a. 40 hours of commissioning and training at the Fort Collins Drake Plant during M-F 8am-5pm up to 20 employees.

2.7 Required Interface Points and Connections to be provided by CITY

- (i) Biogas Inlet Lines**
- (ii) Natural Gas Inlet Lines**
- (iii) Digester Heating Water Inlet Lines**
- (iv) Digester Heating Water Outlet Lines**
- (v) Electrical Power to the GENSET units- 110 V AC (20 Amps for heater, 15 Amps for Charger) to power heater, and battery charger**
- (vi) AC Electrical Power from The GENSET units- Electrical Wiring Connects to Generator Lugs per local codes**
- (vii) Controls Communications Connection to easYgen controller**
 - a. RJ-45 Connection
 - b. Ethernet TCP/IP Communication protocol

- c. Required communication inputs and outputs Appendix B specifies the agreed upon communication messages between the CHP GENSET and the CITY interfaces.
 - i. Fuel to use
 - ii. KW Set point
 - iii. Fault Messages, Diagnostics
 - iv. Performance, Remote Monitoring

2.8 Assumptions:

Biogas supplied to engines meet minimum BTU of 550 and contain less than 0.2 ppm hydrogensulfide.

2.9 Performance / Development Targets: After evaluation and mutual agreement, Woodward and Customer shall develop functionality to meet the following targets list in order of importance:

- a. GENSET units to consume all biogas as currently produced in the water treatment plant digester process (no flaring needed)
- b. GENSET units to provide heat to maintain proper temperature of water treatment plant digesters.
- c. If biogas supply is insufficient to provide required heat, GENSET system will also use natural gas to achieve needed heat output as an option to using the boiler.
- d. GENSET units will provide electricity while operating on biogas and natural gas.
- e. For Reference Only: 220 KW rated electrical output at 1800 RPM, 60 Hz per GENSET unit.
- f. Emission Target: Per APEN document

3. Key Project Milestones: Customer will agree in by email confirmation when a Project Milestone has been met.

Task Name	Finish
PSD Signed by both parties	2/14/20
GENSETs Commissioned at Stateline	5/15/20
GENSETs Testing Complete	6/19/20
GENSETs Delivered to City	8/12/20
Commissioning Complete at City	8/19/20

4. Obligations and Deliverables:

The purpose of this section is to define the obligations and deliverables of the Parties under this PSD. For clarity, the Parties are limited to achieving their own obligations and deliverables as identified within this PSD. If one Party does not achieve its obligations and deliverables, the other Party has no obligation to finalize the other Party’s obligations or deliverables unless agreed between the Parties.

Obligations and Responsibilities	Responsibility (X: Yes)	
	WWD	CITY

<u>Documentation</u>			
easYgen Manual and Documentation	X		
LS5 Manual and Documentation	X		
PG+ Manual Documentation	X		
Provide GENSET Manual created by Stateline	X		
Provide generic wiring schematic for the engine control systems.	X		
Factory Acceptance Test Plan (Acceptance Test of GENSET)	X		
<u>GENSET Design and Build</u>			
Approve Design of Enclosure and Layout of Components	X		X
Procure Complete GENSET unit from Stateline	X		
<u>Calibration Responsibility and Management</u>			
Baseline dyno performance calibration	X		
Baseline dyno emissions testing	X		
GENSET System Testing of components	X		
<u>On-Site Support at Fort Collins Drake Plant</u>			
Transport completed GENSET units to Woodward Colorado	X		
Transport of GENSET units from Woodward to Fort Collins			X
On-Site Support for initial installation, start-up, debug, and Sign-off	X		X
<u>Project Support</u>			
Participate in engineering review of documentation at project milestones.	X		X
Participate in design/project updates throughout the project	X		X
Provide emissions, environmental and / or site specific requirements			X

5. **Fee:** The payment to Woodward from City will be based on the following table:

\$164,440.00	WWD Labor
\$8,000.00	WWD Expenses
\$192,735.44	2 Stateline GENSETs (includes: labor, expenses, shipping)
\$20,000	Contingency*
\$385,175.44	Project Total

*Project contingency to be used only upon written approval by City.

5.1 Payment Terms NET 30:

- a. 25% upon signing PSD
- b. 25% upon Woodward providing CHP GENSET Shop Drawings to CITY/
- c. 25% upon receipt of CHP GENSET by City of Fort Collins wastewater treatment plant
- d. 25% upon project completion, less unused contingency.
 - (i) "Completion" defined as:
 - 1. engines are able to start with pipeline gas then switch to biogas, engine can start with pipeline natural gas, (if sufficient gas supply is available), generator can meet 220 Kw power, CHP can deliver heat to plant water loop, CHP GENSET can receive and execute commands per Appendix B to start and stop and use commanded fuel supply
 - 2. Engines are able to meet APEN emission limits
 - 3. Documents have been provided to CITY per section 3.6 (i)
 - 4. Training has been provided to CITY per section 3.6 (ii)

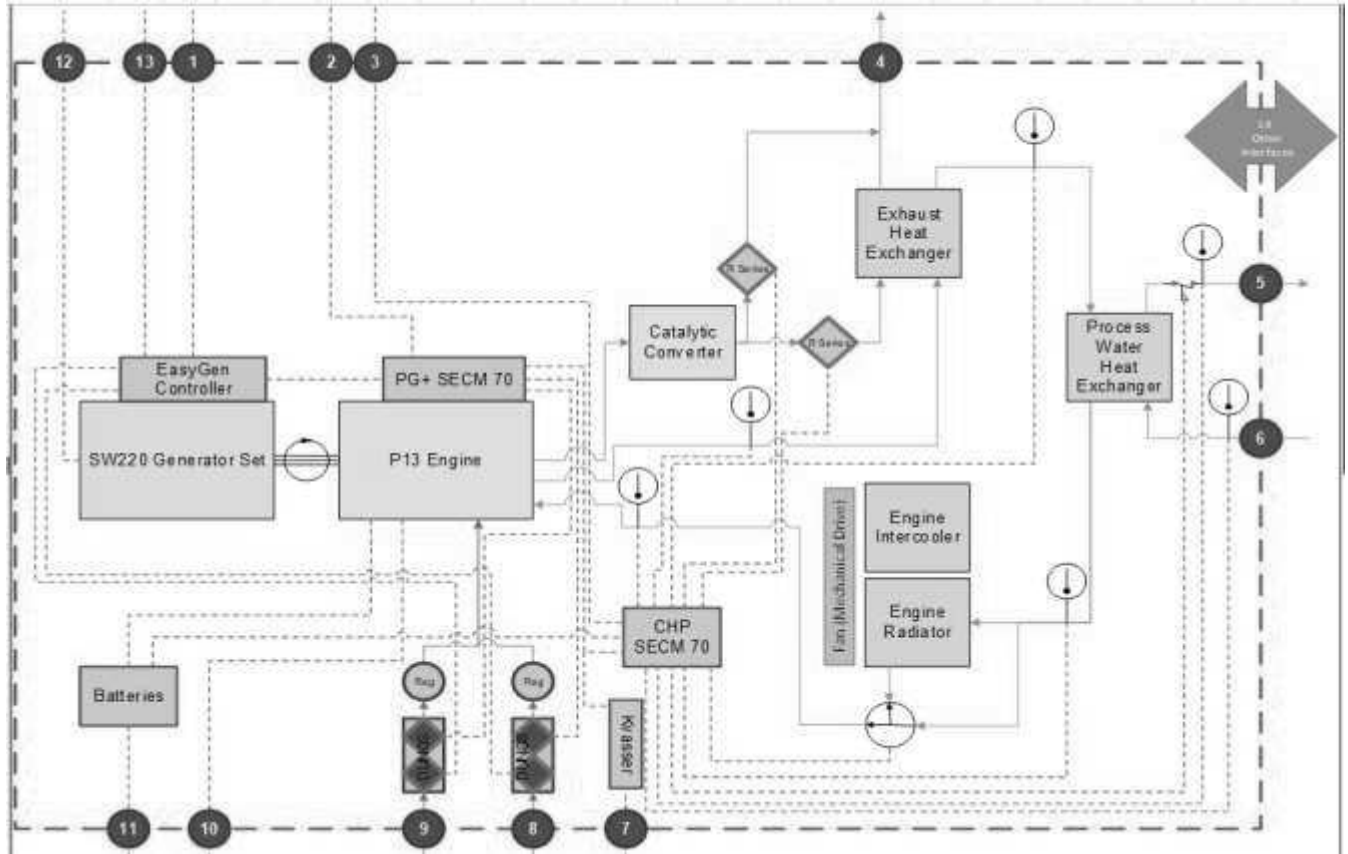
6. Primary Contacts:

Role	Person	Company	
PLM Commercial Aspects	Casey Mulder	Woodward	Casey.Mulder@Woodward.com
Project Manager	Charlie Thompson	Woodward	Charlie.Thompson@Woodward.com
Engineering Manager	Doug Leone	Woodward	Doug.Leone@Woodward.com
Base Engine Calibration	Bryce Berchenbriter	Woodward	Bryce.Berchenbriter@Woodward.com
GENSET EasyGen Controls	Doug Birlingmair	Woodward	Doug.Birlingmair@woodward.com
APEN and Thermal Management	James Chiu	Woodward	<u>James.Chiu@Woodward.com</u>
City Project Sponsor	Jason Graham	City of Fort Collins	jgraham@fcgov.com
City Project Manager	Link Mueller	City of Fort Collins	lmueller@fcgov.com

APPENDIX A

System Boundaries and Communication to / from CHP GENSET and CITY interfaces

A.1 System Boundary and Interfaces



A.2

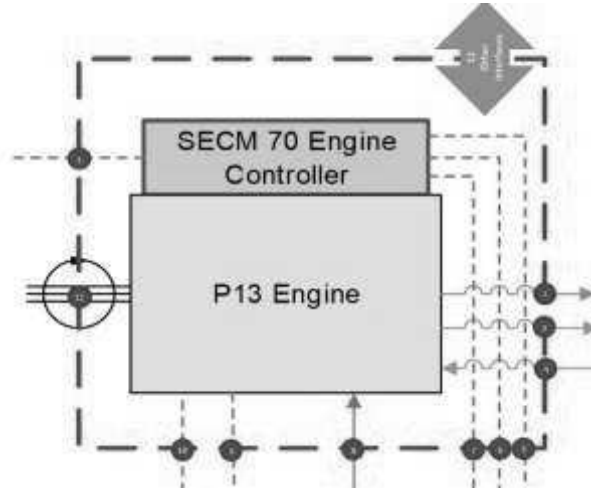
Interface #	Type	Description	Specifications	Notes
1	Electrical Signal	CAN communications from EasyGen to HighProtec and LS5		
2	Electrical Signal	CAN Communications from PG+ Controller to CITY	XCP	Woodward to provide details on CAN communication and Toolkit software, CITY to design any custom Toolkit pages. CITY to provide wire between GENSET and Toolkit PC in control room.
3	Electrical Signal	CAN Communications from CHP controller to CITY	XCP	Woodward to provide details on CAN communication and Toolkit software, CITY to design any custom Toolkit pages. CITY to provide wire between GENSET and Toolkit PC in control room.
4	Gas Flow	Exhaust from engine to enclosure exit	650C-186C	
5	Fluid Flow	Process water from enclosure to CITY manifold	Max 120C, 100C nominal	Woodward to provide plumbing only as necessary to support flow switch and temp sensors
6	Fluid Flow	Process water from CITY manifold to enclosure	60C Nominal, can be as low as ambient temp.	Woodward to provide plumbing only as necessary to support flow switch and temp sensors
7	Electrical Signal	USB Toolkit service port to outside of enclosure		
8	Gas Flow	Biogas from CITY to enclosure	Pressure between 1-3 psi at inlet of DUNGS valve, Outlet Pressure between 14.4 and 18.0 "H ₂ O, flow 5000cfh at EFR inlet, H ₂ S<0.2ppm Siloxanes and Organosilicates <100ppb, BTU>600	
9	Gas Flow	CNG from CITY to enclosure	Pressure between 3 and 3.5 psi at inlet of DUNGS valve, Outlet Pressure between 6.8 and 10.8 "H ₂ O, flow 2500cfh at EFR inlet	
10	Electrical Signal	Block heater power from CITY	110 VAC 15 amp power	
11	Electrical Signal	Battery charger power from CITY	110 VAC 15 amp power	
12	Electrical Signal	GENSET power out to CITY switchgear	480v 3ph, 225 kW	

13	Electrical Signal	Communication between CITY PLC and easYgen	Modbus TCP/IP	Woodward to configure easYgen for standard messages and faults and provide message details to CITY, CITY to program PLC to send and receive specified messages. easYgen to receive fuel selection and pass along to PG+ controller via CAN
a		Start/stop command		
b		Synchronize command		
c		Open/close GCB breaker command from CITY to easYgen		
d		Open/close GGB breaker command from CITY to easYgen		
e		Open/close mains breaker command from CITY to easYgen		
f		KW Setpoint from CITY PLC to easYgen		
g		Fuel Selection to easYgen from CITY PLC		Woodward to use Logics Manager in easYgen to receive fuel selection command and pass along to PG+
h		Status and diagnostic messages from easYgen to CITY		
14	Misc	Sound	SL Scope	
		Heat	SL Scope	
		Vibration	SL Scope	
		Physical forces	SL Scope	
		EMF	SL Scope	
		Other?	SL Scope	

APPENDIX B

Communication to and from CHP GENSET and CITY interfaces

B.1 Engine Boundary and Interfaces



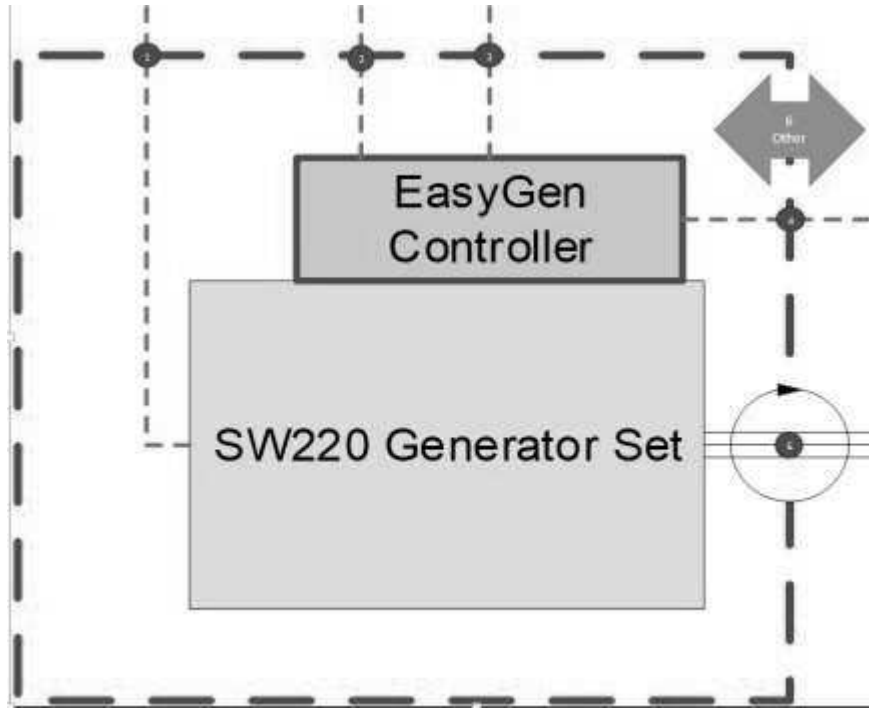
B.2

Interface #	Type	Description	Specifications
1	Electrical Signal	CAN communications with EasyGen	J1939 Communications Protocol
a		Start/stop command	
b		KW Setpoint from CITY PLC to easYgen	
c		Fuel Selection to PG+ from easYgen	
d		Speed bias +/- to engine	
2	Gas Flow	Exhaust	
3	Liquid Flow	Coolant out from engine	
4	Liquid Flow	Coolant return to engine	
5	Electrical Signal	Can Communications with CHP Controller and CITY Toolkit Computer	J1939 Communications Protocol
6	Electrical Signal	Signal to DUNGS Biogas fuel Shutoff	24v DC 160w inrush, 20w nominal
7	Electrical Signal	Signal to DUNGS CNG Fuel Shutoff	24v DC 160w inrush, 20w nominal
8	Gas Flow	Gas supply to engine (CNG or Biogas)	
9	Electrical Signal	Block heater power from FOCO	110 VAC 15 amp power
10	Electrical Signal	Power from battery	24v DC
11	Mechanical	Power from Engine to GENSET	
12	Misc	Sound	
		Heat	
		Vibration	
		Physical forces	
		EMF	
		Other?	

APPENDIX C

Communication to and from CHP GENSET and CITY interfaces

C.1 GENSET Boundary and Interfaces



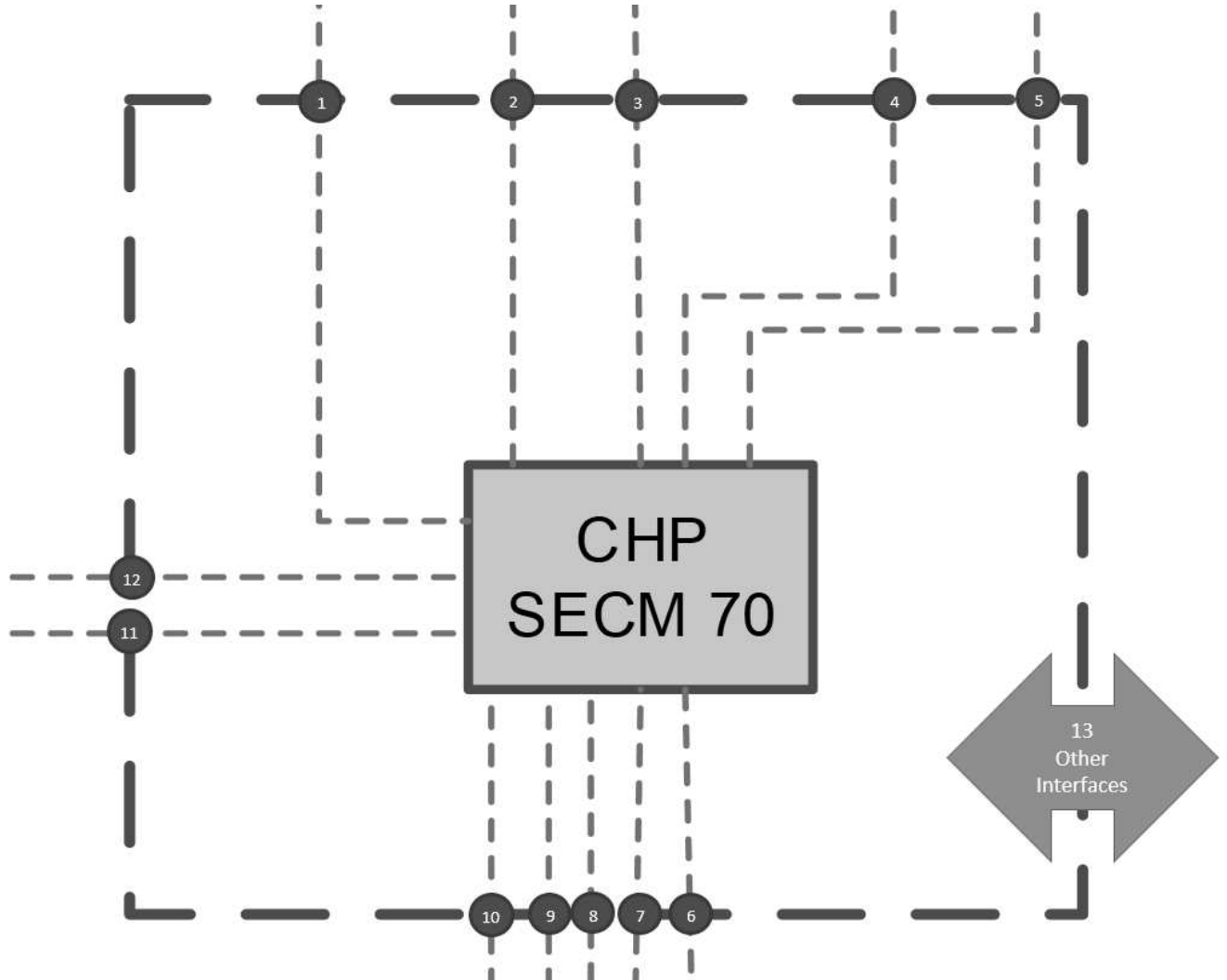
C.2

Interface #	Type	Description	Specifications
1	Electrical Signal	GENSET power out to CITY switchgear	480v 3ph, 225 kW
2	Electrical Signal	System Control Input from CITY Master	Modbus TCP/IP
a		Start/stop command	
b		Synchronize command	
c		Open/close GCB breaker command from CITY to easYgen	
d		Open/close GGB breaker command from CITY to easYgen	
e		Open/close mains breaker command from CITY to easYgen	
f		KW Setpoint from CITY PLC to easYgen	
g		Fuel Selection to easYgen from CITY PLC	
h		Status and diagnostic meessages from easYgen to CITY	
3	Electrical Signal	CAN3 communications from EasyGen to HighProtec and LS5	J1939 Message Protocol
a		GCB Close/open	
b		GGB Close/open	
c		MCB Close/open	
d		Faults	
4	Electrical Signal	CAN2 communications with Engine ECU	J1939 Message Protocol
a		Start/stop command	
b		KW Setpoint from CITY PLC to easYgen	
c		Fuel Selection to PG+ from easYgen	
d		Speed bias +/- to engine	
5	Electrical Signal	CAN 3 communications	
6	Mechanical	Power from Engine to GENSET	
6	Misc	Sound	SL Envelope
		Heat	SL Envelope
		Vibration	SL Envelope
		Physical forces	SL Envelope
		EMF	SL Envelope
		Other?	SL Envelope

APPENDIX D

Communication to and from CHP GENSET and CITY interfaces

D.1 CHP Boundary and Interfaces



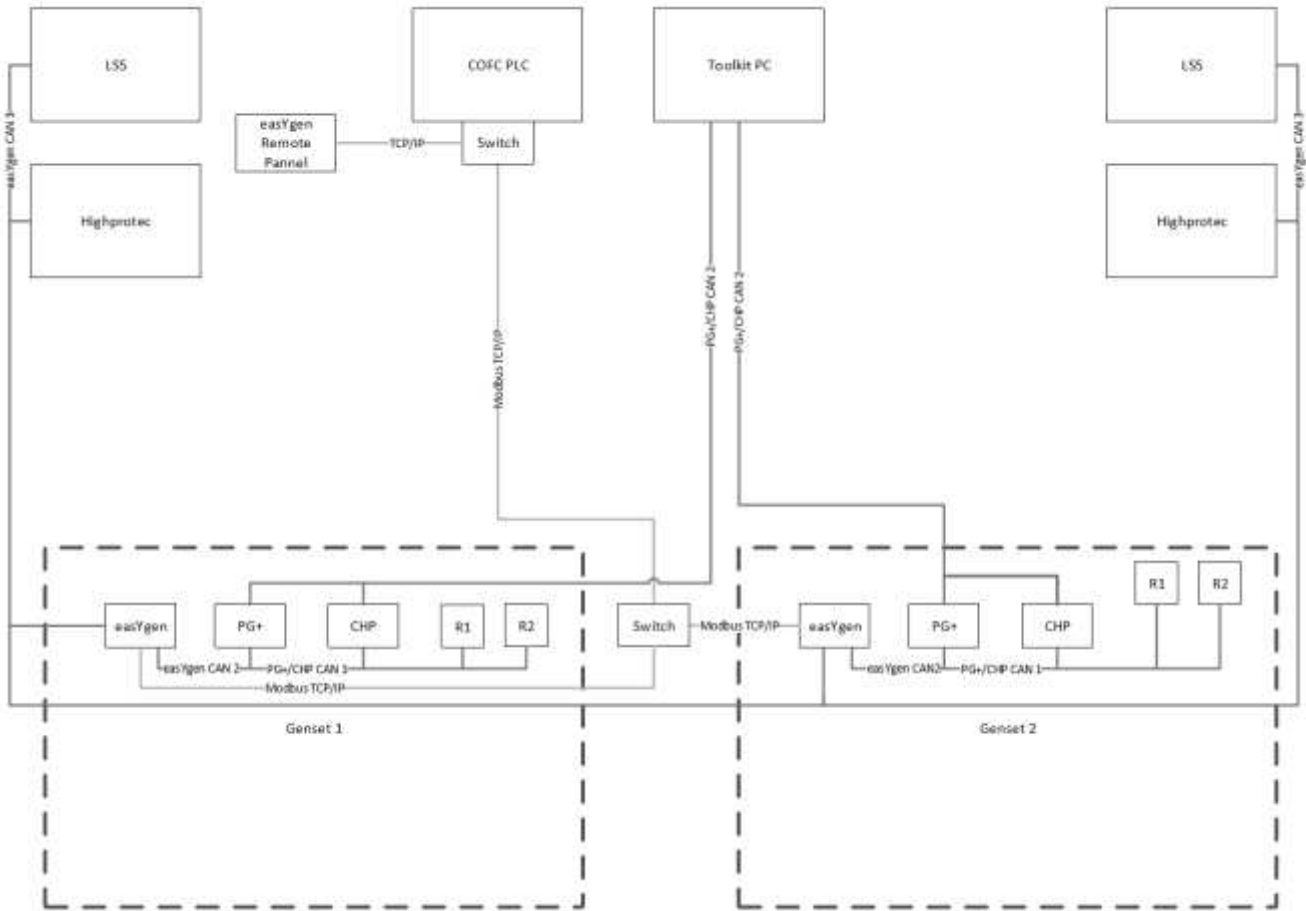
D.2

Interface #	Type	Description	Specifications	Notes
1	Electrical Signal	CAN1 Communications with engine ECU	J1939 Message Protocol	
2	Electrical Signal	Coolant return to engine temperature thermistor	Voltage - wiring to end with packard pn: 12129140 or equivalent	Two wire analog
3	Electrical Signal	Coolant supply from engine temperature thermistor	Voltage - wiring to end with packard pn: 12129140 or equivalent	
4	Electrical Signal	R Series valve to bypass exhaust around heat exchanger		
5	Electrical Signal	R Series valve to send exhaust to heat exchanger		
6	Electrical Signal	Belimo Valve control wiring		
7	Electrical Signal	Coolant temp at exhaust HXR outlet	Voltage - wiring to end with packard pn: 12129140 or equivalent	
8	Electrical Signal	Coolant temp at process water HXR outlet	Voltage - wiring to end with packard pn: 12129140 or equivalent	
9	Electrical Signal	Process water outlet temperature thermistor	Voltage - wiring to end with packard pn: 12129140 or equivalent	
10	Electrical Signal	Process water inlet temperature thermistor	Voltage - wiring to end with packard pn: 12129140 or equivalent	
11	Electrical Signal	Battery power to CHP ECU	24v DC	
12	Electrical Signal	CAN2 Communications with CITY	Standard messages, Toolkit interface	
13	Misc Noises	Sound		SL Scope
		Heat		SL Scope
		Vibration		SL Scope
		Physical forces		SL Scope
		EMF		SL Scope
		Other?		SL Scope

APPENDIX E

Communication to and from CHP GENSET and CITY interfaces

E.1 System Communication Schematic Diagram



**EXHIBIT B
CHANGE ORDER
NO.**

PROJECT TITLE:

SERVICE PROVIDER: Company Name

PO NUMBER:

DESCRIPTION:

1. Reason for Change: Why is the change required?
2. Description of Change: Provide details of the changes to the Work
3. Change in Price:
4. Change in Time:

ORIGINAL CONTRACT PRICE	\$.00
TOTAL APPROVED CHANGE ORDER		.00
TOTAL PENDING CHANGE ORDER		.00
TOTAL THIS CHANGE ORDER		.00
TOTAL % OF THIS CHANGE ORDER		%
TOTAL C.O.% OF ORIGINAL CONTRACT		%
ADJUSTED CONTRACT COST	\$.00

SERVICE PROVIDER: _____
Name, Title

Date: _____

ACCEPTANCE: _____
Name, Project Manager

Date: _____

REVIEWED: _____
Name, Buyer or Senior Buyer

Date: _____

ACCEPTANCE: _____
Gerry Paul, Purchasing Director
(if greater than \$60,000)

Date: _____

**EXHIBIT C
INSURANCE REQUIREMENTS**

1. Woodward will provide, the insurance coverage designated hereinafter and pay all costs. Before commencing work under this bid, Woodward shall furnish the City with certificates of insurance showing the type, amount, effective dates and date of expiration of policies, and containing evidence of, at a minimum, a thirty (30) day notice of cancellation.

In case of the breach of any provision of the Insurance Requirements, the City, at its option, may take out and maintain, at the expense of Woodward, such insurance as the City may deem proper and may deduct the cost of such insurance from any monies which may be due or become due Woodward under this Agreement. The City, its officers, agents and employees shall be named as additional insureds on the Woodward's general liability and automobile liability insurance policies for any claims arising out of work performed under this Agreement.

2. Insurance coverages shall be as follows:

- A. Workers' Compensation & Employer's Liability. Woodward shall maintain during the life of this Agreement for all of Woodward's employees engaged in work performed under this agreement:

1. Workers' Compensation insurance with statutory limits as required by Colorado law.
2. Employer's Liability insurance with limits of \$100,000 per accident, \$500,000 disease aggregate, and \$100,000 disease each employee.

- B. Commercial General & Vehicle Liability. Woodward shall maintain during the life of this Agreement such commercial general liability and automobile liability insurance as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. The amount of insurance for each coverage, Commercial General and Vehicle, shall not be less than \$1,000,000 combined single limits for bodily injury and property damage.

In the event any work is performed by a subcontractor, Woodward shall be responsible for any liability directly or indirectly arising out of the work performed under this Agreement by a subcontractor, which liability is not covered by the subcontractor's insurance.



EXHIBIT D CONFIDENTIALITY

IN CONNECTION WITH THE SERVICES to be provided by Professional under this Agreement, the parties agree to comply with reasonable procedures with regard to the exchange and handling of confidential information and other sensitive materials between the Parties, as set forth below.

1. Definitions.

For purposes of this Agreement, the Party who owns the confidential information and is disclosing same shall be referenced as the "Disclosing Party." The Party receiving the Disclosing Party's confidential information shall be referenced as the "Receiving Party."

2. Confidential Information.

Confidential Information controlled by this Agreement refers to information which is not public and/or is proprietary and includes by way of example, but without limitation, the Disclosing Party's customer information, data, service billing records, customer equipment information, location information, network security system, business plans, formulae, processes, intellectual property, trade secrets, designs, photographs, plans, drawings, schematics, methods, specifications, samples, reports, mechanical and electronic design drawings, customer lists, financial information, studies, findings, inventions, and ideas.

Confidential Information if in tangible form or other media convertible to readable form shall be marked "Confidential" or "Proprietary." when disclosed, or (b) if oral or visual, is identified as proprietary, confidential, or private when disclosed or identified as such in writing or other tangible form within thirty (30) days thereafter. Any information disclosed to the other party prior to the execution of this Agreement and related to the services shall be considered in the same manner and be subject to the same treatment as the information disclosed after the execution of this Agreement with regard to protecting it as Confidential Information.

3. Use of Confidential Information.

- a) Receiving Party hereby agrees that it shall use the Confidential Information solely for the purpose of performing its obligations under this Agreement and not in any way detrimental to Disclosing Party. Receiving Party agrees to use the same degree of care Receiving Party uses with respect to its own proprietary or confidential information, which in any event shall result in a reasonable standard of care to prevent unauthorized use or disclosure of the Confidential Information. Except as otherwise provided herein, Receiving Party shall keep confidential and not disclose the Confidential Information. The the Parties shall: (1) cause each of their directors, officers, employees, agents, representatives, and subcontractors to become familiar with, and abide by, the terms of this section, which shall survive this Agreement as an on-going obligation of the Parties; (2) restrict disclosure of Confidential Information to Representatives with a "need to know" in furtherance of the Purpose and not disclose it to any other person or entity without the prior written consent of Disclosing Party; (3)

accept full responsibility for its and their use of the Confidential Information or any breach of this Agreement; and (4) limit the number of copies of Confidential Information necessary with respect to the Purpose, and ensure that all markings identifying the information as confidential or proprietary are reproduced in full on such copies.

- b) Each Party shall not use such information to obtain any economic or other benefit for itself, or any third party, other than in the performance of obligations under this Agreement.

4. Exclusions from Definition.

The term “Confidential Information” as used herein does not include any data or information which is already known to the Receiving Party or which before being divulged by the Disclosing Party (1) was generally known to the public through no wrongful act of the Receiving Party; (2) has been rightfully received by the Receiving Party from a third party without restriction on disclosure and without, to the knowledge of the Receiving Party, a breach of an obligation of confidentiality; (3) has been approved for release by a written authorization by the other party hereto; (4) has been disclosed pursuant to a requirement of a governmental agency or by operation of law; or (5) can be shown by documentary evidence to have been independently developed by or for Recipient without the use of Disclosing Party’s Confidential Information.

5. Impermissible Uses.

Except as authorized in this Agreement, Receiving Party will not use or disclose Disclosing Party’s Confidential Information, in whole or in part, for any purpose other than the Purpose, including but not limited to:

- a) manufacture, repair (or enable a third party to manufacture or repair), alter, modify, decompile, disassemble, reverse engineer, translate or create derivative works of Disclosing Party’s products; or
- b) delivery under a contract or make subject to a “rights in data” clause or equivalent clause.

6. Required Disclosure.

If the Receiving Party is required (by interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process, or by federal, state, or local law, including without limitation, the Colorado Open Records Act) to disclose any Confidential Information, the Parties agree the Receiving Party will provide the Disclosing Party with prompt written notice of such request, so the Disclosing Party may seek an appropriate protective order or other appropriate remedy, or waive the Receiving Party’s compliance with this Agreement.

If the Disclosing Party fails to obtain such protective order or other remedy, or if the Disclosing

Party waives compliance with the requirements of the preceding sentence, the Recipient will disclose only that Confidential Information that it is legally required to disclose, and will exercise commercially reasonable efforts, at Disclosing Party's expense, to obtain reliable assurance that the Confidential Information so disclosed will be accorded to confidential treatment.

The Receiving Party shall furnish a copy of this Agreement with any disclosure.

7. Notwithstanding paragraph 5, Receiving Party shall not disclose Confidential Information to any person, directly or indirectly, nor use it in any way, except as required or authorized in writing by the Disclosing Party.

8. Data Protection and Data Security.

Professional shall have in place information security safeguards designed to conform to industry practices regarding the protection of the confidentiality, integrity and customer information and shall have written agreements requiring any subcontractor to meet those standards. These information security safeguards (the "Information Security Program") shall be consistent with, the safeguards described in this Exhibit.

a) Each Party's information security safeguards shall address the following elements:

- Data Storage, Backups and Disposal
- Logical Access Control (e.g., Role-Based)
- Information Classification and Handling
- Secure Data Transfer (SFTP and Data Transfer Specification)
- Secure Web Communications
- Network and Security Monitoring
- Application Development Security
- Application Security Controls and Procedures (User Authentication, Security Controls, and Security Procedures, Policies and Logging)
- Incident Response
- Vulnerability Assessments
- Hosted Services
- Personnel Security

b) Subcontractors. Woodward may use subcontractors, though such activity shall not release or absolve Woodward from the obligation to satisfy all conditions of this Agreement, including the data security measures described in this Exhibit, and to require a substantially similar level of data security, appropriate to the types of services provided and Customer Data received, for any subcontractor Woodward may use. Accordingly, any release of data, confidential information, or failure to protect information under this

Agreement by a subcontractor or affiliated party shall be attributed to Woodward and may be considered to be a material breach of this Agreement.

9. Confidential Information is not to be stored on media such as CD/DVD, USB drives, external hard drives or other similar portable devices. Work stations or laptops to be used in the Work will be required to have personal firewalls on each, as well as have current, active anti-virus definitions.
10. The Agreement not to disclose Confidential Information as set forth in this Exhibit shall apply during the term of the Work and at any time thereafter unless specifically authorized by the the Disclosing Party in writing.
11. If either Party breaches this Agreement, in the Disclosing Party's sole discretion, the Disclosing Party may immediately terminate this Agreement and withdraw the Receiving Party's right to access Confidential Information.
12. Notwithstanding any other provision of this Agreement, all material, i.e., various physical forms of media in which Confidential Information is contained, including but not limited to writings, drawings, tapes, diskettes, prototypes or products, shall remain the sole property of the Disclosing Party and, upon request, shall be promptly returned, together with all copies thereof to the Disclosing Party. Upon such return of physical records, all digital and electronic data shall also be deleted in a non-restorable way by which it is no longer available to the Receiving Party, except one copy of all Confidential Information may be retained in each for archival, evidentiary and compliance purposes.. Written verification of the deletion (including date of deletion) is to be provided to the Disclosing Party within ten (10) days after completion of engagement, whether it be via termination, completion or otherwise.
13. Each Party acknowledges that the Disclosing Party may, based upon the representations made in this Agreement, disclose security information that is critical to the continued success of the Disclosing Party's business. Accordingly, each Party agrees that the Disclosing Party does not have an adequate remedy at law for breach of this Agreement and therefore, the City shall be entitled, as a non-exclusive remedy, and in addition to an action for damages, to seek and obtain an injunction, including an ex parte temporary restraining order, to enforce the terms of this Agreement without posting bond or other form of security and without having to prove damages, or decree of specific performance or any other remedy, from a court of competent jurisdiction to enjoin or remedy any violation of this Agreement. If Recipient becomes aware of any unauthorized release of Disclosing Party's Confidential Information or any other breach of this Agreement, Recipient will promptly notify Disclosing Party in writing, and will cooperate to limit unauthorized access or disclosure.
14. NO WARRANTY OR REPRESENTATION. THE PARTIES ACKNOWLEDGE AND AGREE THAT ALL CONFIDENTIAL INFORMATION IS PROVIDED ON AN "AS IS" BASIS, AND

THAT DISCLOSING PARTY HAS NOT MADE ANY EXPRESS OR IMPLIED WARRANTY WHATSOEVER WITH RESPECT TO CONFIDENTIAL INFORMATION INCLUDING WITHOUT LIMITATION, WARRANTIES OF ACCURACY, COMPLETENESS, PERFORMANCE INFRINGEMENT OR MISAPPROPRIATION OF PATENT, COPYRIGHT, TRADE SECRET, PRIVACY, MORAL, PUBLICITY OR OTHER RIGHTS OF OTHERS.

15. Independent Development. Recipient may currently or in the future be developing information internally, or receiving information from other parties that may be similar to Disclosing Party's Confidential Information. Accordingly, nothing in this Agreement shall be construed as a representation or inference that Recipient will not develop or have developed products or services that, without violation of this Agreement, might compete with the products, processes, systems, or matter contemplated by such Disclosing Party's Confidential Information.
16. Relationship Of The Parties; No Obligation. Nothing in this Agreement shall be construed as creating an agency, partnership or joint venture relationship between the Parties. This Agreement is solely for disclosing and protecting Confidential Information and neither Party promises to provide the other Party with Confidential Information. The decision to provide any Confidential Information is within the sole discretion of Disclosing Party. Each Party bears its own costs and expenses incurred or in connection with this Agreement provided, however, that in the event of dispute the prevailing Party shall be entitled to payment of attorney's fees by the non-prevailing Party.
17. Compliance with the Law and Export Restrictions. Recipient will adhere to all applicable laws, regulations, and rules, including specifically all applicable laws, regulations, and rules relating to the export of Disclosing Party's technical data, and will not export or re-export, directly or indirectly or in a "deemed" fashion, any technical data, or any products received from Disclosing Party, or the direct product of such technical data, to any proscribed country or person listed in or pursuant to such applicable laws, regulations, and rules, unless properly authorized.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/09/2019

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).

PRODUCER MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661 Attn: Chicago.CertRequest@Marsh.com	CONTACT NAME: PHONE (A/C No. Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____														
INSURED Woodward, Inc. 1081 Woodward Way PO Box 1519 Fort Collins, CO 80522-1519	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td></td> </tr> <tr> <td>INSURER B : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER C : American Zurich Insurance Company</td> <td>40142</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :		INSURER B : Zurich American Insurance Company	16535	INSURER C : American Zurich Insurance Company	40142	INSURER D :		INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** CHI-008997113-07 **REVISION NUMBER:** 2

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
B	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			GLO 9139394-13	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$ _____
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 9139393-13	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ Comp./Coll. Ded \$ 100,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ \$ _____
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC 9139391-13 (AOS) WC 5945631-11 (WI)	10/01/2019 10/01/2019	10/01/2020 10/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Woodward, Inc. 1081 Woodward Way PO Box 1519 Fort Collins, CO 80522-1519	CANCELLATION 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 of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/18/2020

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).

PRODUCER MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661 Attn: Chicago.CertRequest@Marsh.com FAX 212 948-0770	CONTACT NAME: PHONE (A/C. No. Ext): _____ FAX (A/C. No): _____ E-MAIL ADDRESS: _____ <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER B : Zurich American Insurance Company</td> <td style="border: none; text-align: center;">16535</td> </tr> <tr> <td style="border: none;">INSURER C : American Zurich Insurance Company</td> <td style="border: none; text-align: center;">40142</td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :		INSURER B : Zurich American Insurance Company	16535	INSURER C : American Zurich Insurance Company	40142	INSURER D :		INSURER E :		INSURER F :	
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INSURED Woodward, Inc. 1081 Woodward Way PO Box 1519 Fort Collins, CO 80522-1519															

COVERAGES **CERTIFICATE NUMBER:** CHI-009454665-01 **REVISION NUMBER:** 4

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
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			GLO 9139394-13	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 9139393-13	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ Comp./Coll. Ded \$ 100,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC 9139391-13 (AOS) WC 5945631-11 (WI)	10/01/2019 10/01/2019	10/01/2020 10/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The City, its officers, agents and employees are included as additional insured as required by written contract on the general liability and auto liability policies.
GENERAL LIABILITY POLICY INCLUDES:
 SCHEDULE
 Number of Days' Notice: 90
 (If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)
 For any statutorily permitted reason other than non-payment of premium, the number of days required for notice of cancellation, as provided in paragraph 2, of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

CERTIFICATE HOLDER City of Fort Collins Attn: Purchasing Dept. PO Box 580 Fort Collins, CO 80522	CANCELLATION 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 of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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