CITY OF GUNNISON CONTRACT

This Contract made and entered into this 8th day of September by and between the **City of Gunnison**, Colorado, (hereinafter "the City") and EC Electric, Inc. (hereinafter "the Contractor") for labor and services to be rendered and materials supplied by the Contractor to the City of Gunnison, Colorado.

1. For and in consideration of the Contract amount not to exceed $78,510.00 payable by the City to the Contractor, upon completion, inspection and approval of the work. The Contractor agrees to undertake and perform the following described work: See attachments

Work will commence upon approval of a contract. The City would like this contract completed LED lighting 10 weeks weather permitting.

City of Gunnison will retain 10% of total contract price until final accepted completion of the project no later than the time frame established above. The Contractor shall perform all work in accordance with the Contract Documents. Payment shall be made in accordance with the Contract Documents.

2. The Contractor agrees to perform and complete the work in accordance with all project plans and specifications and in compliance with the rules, regulations, statutes and ordinances of the City of Gunnison and all other applicable local, state, federal and other governmental ordinances, statutes, laws, rules and regulations. The work shall be guaranteed against defects in materials and workmanship.

3. The Contractor agrees to indemnify and hold harmless the City, its officers, agents, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arises out of or is connected in any manner with the Contract or the work provided for herein, if such injury, loss or damage is caused in whole or part by the act omission, error, professional error, mistake, negligence, willful or intentional act, or other fault or conduct of the Contractor, any sub-contractor, agent, employee of the Contractor or which arises out of any worker's compensation claim of any employee of the Contractor or of any employee or agent of any sub-contractor of the Contractor. The Contractor agrees to investigate, handle, respond to and provide defense for and defend against, any such liability, claims or demands at the sole expense of the Contractor. The Contractor also agrees to bear all other costs and expenses related thereto, including court costs and attorney's fees, regardless of whether any such liability, claim or demand alleged is groundless, false fraudulent, vexatious, or frivolous or substantially so.

4. The Contractor agrees to procure and maintain in effect during the term of this Contract, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to Paragraph 3, of this Contract. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claim, demand or other obligation assumed pursuant to Paragraph 3, by reason of the Contractor's failure to procure or maintain insurance in sufficient amounts, duration or type.

5. The Contractor shall procure and maintain, and shall cause any sub-contractor of the Contractor to procure and maintain, the minimum insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the City. In the case of any claims-made policy the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Insurance provided by the Contractor shall include:

(a) Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by ACADEMY during the term of this Agreement.

(b) Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Three Hundred Fifty Thousand and No/100 U.S. Dollars ($350,000.00); and For an injury to two or more persons in any single occurrence, the sum of Nine Hundred Ninety Thousand and No/100 U.S. Dollars ($990,000.00).

(c) Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Three Hundred Fifty Thousand and No/100 U.S. Dollars ($350,000.00) for any injury to one person in any single occurrence and in an amount no less than Nine Hundred Ninety Thousand and No/100 U.S. Dollars ($990,000.00) for any injury to two or more persons in any single occurrence.

6. The policy required by subparagraph 5(b), above, and by subparagraph 5(c), above, shall be endorsed to include the City and its officers, agents and employees as additional insured. Every policy required by the contract shall be primary insurance, and any insurance carried by the City, its officers, agents or employees or carried by or provided through any insurance pool of the City shall be excess and not contributory insurance to that provided by the Contractor. No additional insured endorsement to the policy required by subparagraph 5(a), above, shall contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under any policy required by this Contract.

7. The Certificate of Insurance provided to the City shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City Clerk. No other form of certificate shall be used. The certificate shall identify this Contract and shall provide that the coverage afforded under the policies shall not be canceled, terminated or materially changed until at least 30 days prior written notice has been given to the City. The completed Certificate of Insurance shall be sent to: City of Gunnison, P.O. Box 239, Gunnison, CO 81230.

8. Failure on the part of the Contractor to procure or maintain policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of the Contract upon which the City may immediately terminate this Contract, or at its discretion, the City may procure or renew any such policy or any extended reporting periods and thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by

the Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to the Contractor from the City.

9. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto provided for in this Contract.

10. The parties hereto understand and agree that the City is relying on and does not waive or intend to waive any provision of the Contract, the monetary limitations (presently $350,000 per person and $990,000 per occurrence) or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S. as amended, or otherwise available to the City, its officers, agents or employees.

11. The Contractor agrees to pay all just claims for materials, supplies, tools, fuels, lubricants, equipment, rental, machinery, insurance premiums, and services used or consumed in the performance of the Work by the Contractor, any of its sub-contractors, agents, employees, or suppliers in carrying out the provisions of this Contract.

12. The Contractor agrees to pay for all Unemployment Insurance of the State of Colorado, the unemployment contributions and interest due under provisions of Colorado law on wages paid to individuals employed, to provide Worker's Compensation for all individuals employed, to provide for Worker's Compensation for all employees as is required by Colorado law and to comply with the employees as is required by Colorado law and to comply with the conditions regarding Fair Employment practices as required by law.

13. Neither the City nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part, their interests under any of the provisions of the Contract and specifically, the Contractor shall not assign any monies due or to become due without the prior written consent of the City. The City and the Contractor each bind themselves, their partners, successors, assigns, heirs and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the Contract.

14. The Contractor shall not do any work or furnish any material or labor not covered and authorized by this Contract, except under an executed written Change Order, approved by the City. Any such work which may be done or any such materials which may be furnished by the Contractor without such written Change Order first being given, shall be at the Contractor's own risk, cost, and expense, and the Contractor hereby covenants and agrees that he shall make no claim for compensation for any work so done or any materials so furnished.

15. Immigration Compliance Certification. By its signature on this Agreement, Contractor certifies that, as of the time of its signature, it does not knowingly employ or contract with an illegal alien and that, in order to confirm the employment eligibility of all employees who are newly hired for employment in the United States, the Contractor has participated or attempted to participate in the E-Verify program ("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, and the Social Security Administration or the Department Program (Department Program) established pursuant to §8-17.5-102(5)(c), C.R.S.

Contractor agrees that it shall not knowingly employ or contract with an illegal alien to perform work under this Agreement; and that it shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Contractor has confirmed or attempted to confirm through participation in the E-Verify or Department Program the employment eligibility of all employees who are newly hired for employment in the United States. Contractor shall not use E-Verify or Department Program procedures to undertake pre-employment screening of job applicants while work under this Agreement is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall: (1) notify the subcontractor and the Owner within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (2) terminate the subcontract with the subcontractor if, within three days of receiving the notice required herein, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

The Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. Section 8-17.5-101(5).

If Contractor violates a provision of this Illegal Alien Addendum, the Owner may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the Owner. Contractor understands that, in the event of such a termination, Owner is required to notify the office of the Colorado Secretary of State.16. Counterparts. The parties hereto may execute any number of counterparts to this Agreement, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement.

16. NOTICES.

Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by certified first class US mail, postage prepaid, addressed as follows:

CITY:	Parks and Recreation Director City of Gunnison 201 W. Virginia Ave. Gunnison, Colorado 81230 Phone: 970-641-8421
CONTRACTOR:	EC Electric, Inc. 2535 West Pinyon Avenue Grand Junction, CO 81505

Phone: 970-241-3302 or 970-641-0195

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

17. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other.

18. MISCELLANEOUS.

(a) SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

(b) AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

(c) NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by CITY of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

19. ATTORNEYS FEES.

If any party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall have and recover against the other party, in addition to all court costs and disbursements, such sum as the court may adjudge to be reasonable attorneys fees and expert witness fees.

20. GOVERNING LAW.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Exclusive jurisdiction and venue for any legal proceedings related to this Agreement shall be in the state District Court governing Gunnison, Colorado.

21. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the obligations to be performed hereunder.

22. COUNTERPARTS: FACSIMILE TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be

construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

In witness whereof, the contracting parties hereto affix their signatures and seals this 8TH day of SEPTEMBER 2016

EC Electric, Inc.
(CONTRACTOR) (SEAL & ATTEST)

By: _____

Title: President

Date: 9/8/16

City of Gunnison
(OWNER) (SEAL & ATTEST)

By: _____

Title: _____

Date: _____