



CITY OF GRAND JUNCTION, COLORADO

\*\*\*\*\*

**CONTRACT**

This CONTRACT made and entered into this **10<sup>th</sup> day of May 2023** by and between the **City of Grand Junction, Colorado**, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and **Power Equipment Company** hereinafter in the Contract Documents referred to as the "Company."

WITNESSETH:

WHEREAS, the Company shall furnish all labor, tools, supplies, equipment, materials, delivery, and everything necessary and required for the Rental described by the Contract Documents and known as **Pneumatic Tired Roller Rental RFQ-5231-23-KF**.

WHEREAS, the Contract has been awarded to the above-named Company by the Owner, and said Company is now ready, willing, and able to perform the Work specified in the Notice of Award, in accordance with the Contract Documents.

NOW, THEREFORE, in consideration of the compensation to be paid the Company, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

**ARTICLE 1**

**Contract Documents:** It is agreed by the parties hereto that the following list of instruments, drawings, and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the "Contract", and all of said instruments, drawings, and documents taken together as a whole constitute the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

The order of contract document governance shall be as follows:

- a. The body of this Contract Agreement
- b. Solicitation Documents for the Project, including all Addenda: **Pneumatic Tired Roller Rental RFQ-5231-23-KF**
- c. Notice of Award
- d. Company's Response to the Solicitation
- e. Work Change Requests (directing that changed work be performed)
- f. Change Orders.

**ARTICLE 2**

Contract Services: The Company agrees to furnish all labor, tools, supplies, equipment, materials, delivery, and all that is necessary and required to complete the tasks associated with the Services described, set forth, shown, and included in the Contract Documents.

### ARTICLE 3

Contract Time: Time is of the essence with respect to this Contract. The Company hereby agrees to commence Service under the Contract on the date this Contract is fully executed, and to achieve Substantial Completion and Final Completion of the Services within the time or times specified in the Company's Proposal.

### ARTICLE 4

Contract Price and Payment Procedures: The Company shall accept as full and complete compensation for the performance and completion of all of the Work specified in the Contract Documents, the sum of **Eleven Thousand Eight Hundred Fifty and 00/100 Dollars (\$11,850.00)**. If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the RFQ. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or another written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Company written assurance that lawful appropriations to cover the costs of the additional work have been made.

### ARTICLE 5

Contract Binding: The Owner and the Company each bind itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the Owner and Company and may only be altered, amended, or repealed by a duly executed written instrument. Neither the Owner nor the Company shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents and specifically, the Company shall not assign any moneys due or to become due without the prior written consent of the Owner.

### ARTICLE 6

Severability: If any part, portion, or provision of the Contract shall be found or declared null, void, or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion or provision shall be affected thereby and all other parts, portions and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, City of Grand Junction, Colorado, has caused this Contract to be subscribed and sealed and attested in its behalf; and the Company has signed this Contract the day and the year first mentioned herein.

The Contract is executed in two counterparts.

**CITY OF GRAND JUNCTION, COLORADO**

DocuSigned by:  
By: Duane Hoff Jr.  
9F789E7D50F14BC...  
Duane Hoff Jr., Contract Administrator

5/11/2023  
Date

**Power Equipment Company**

DocuSigned by:  
By: Andy Remmo  
DA20437F46424D0...  
Andy Remmo                      Municipal Sales Manager

5/10/2023  
Date



**Purchasing Division**

## **Request for Quote**

**RFQ-5231-23-KF  
Pneumatic Tired Roller Rental**

**Responses Due:**  
**April 26, prior to 2:30 PM Local Time**

**\*\*\*Submittal by EMAIL is required for this quote\*\*\***

**Purchasing Representative:**  
Kathleen Franklin, Senior Buyer  
[kathleenf@gjcity.org](mailto:kathleenf@gjcity.org)  
970-244-1513

# **Request for Quote**

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# **1. Instructions to Offerors**

**NOTE:** It is the Offeror's responsibility to read and review all solicitation documentation in its entirety, and to ensure that it has a clear and complete understanding of not only the scope, specifications, project requirements, etc., but also all other requirements, instructions, rules, regulations, laws, conditions, statements, procurement policies, etc. that are associated with the solicitation process and project/Work being solicited.

- 1.1. Issuing Office:** This Request for Quote (RFQ) is issued by the City of Grand Junction. All contact regarding this RFQ is to be directed to:

**RFQ Questions:**

Kathleen Franklin, Senior Buyer

[kathleenf@gjcity.org](mailto:kathleenf@gjcity.org)

All questions, inquiries, comments, or communication pertaining to this solicitation (whether process, specifications, scope, etc.) must be directed (in writing) to the Purchasing Agent. Other communication may result in disqualification.

- 1.2. Purpose:** The City of Grand Junction is soliciting competitive quotes from qualified and interested companies to provide rental equipment of three (3) Pneumatic Tired Rollers for the City's Chip Seal program. All dimensions and specifications should be verified by Offerors prior to submission of quotes.
- 1.3. The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or its authorized representative.
- 1.4. Compliance:** All Offerors, by submitting a quote, agree to comply with all conditions, requirements, and instruction of this RFQ as stated or implied herein. Should the Owner omit anything which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Agent prior to submittal deadline.
- 1.5. Procurement Process:** The current version of the City of Grand Junction [Purchasing Policy and Procedure Manual](#) is contracting.
- 1.6. Submission:** Each quote shall be submitted in electronic format only, and only submitted via email to the Purchasing Agent – [kathleenf@gjcity.org](mailto:kathleenf@gjcity.org)
- 1.7. Modification and Withdrawal of Quote Before Opening.** Quotes may be modified or withdrawn by an appropriate document stating such, duly executed and submitted to the place where Quotes are to be submitted at any time prior to Quote Opening.
- 1.8. Printed Form for Price Quote:** All Price Quotes must be made upon the Quote Form attached and shall give the amounts both in words and in figures and must be signed and acknowledged by the Offeror.

The Offeror shall specify a unit price in figures for each pay item for which a quantity is given and shall provide the products (in numbers) of the respective unit prices and

quantities in the Extended Amount column. The total Quote price shall be equal to the sum of all extended amount prices. When an item in the Price Quote Schedule provides a choice to be made by the Offeror, Offeror's choice shall be indicated in accordance with the specifications for that particular item and thereafter no further choice shall be permitted.

Where the unit of a pay item is lump sum, the lump sum amount shall be shown in the "extended amount" column and included in the summation of the total Quote.

All blank spaces in the Price Quote Form must be properly filled out.

Quotes by corporations must be executed in the corporate name by the president or vice president or other corporate office accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown below the signature.

Quotes by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

All names must be typed or printed below the signature.

The Offeror's Quote shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the Offeror's Quote Form.

The contact information to which communications regarding the Quote are to be directed must be shown.

- 1.9. Exclusions:** No oral, telephonic, or facsimile quote will be considered.
- 1.10. Contract Documents:** The complete RFQ and Offeror's Quote Form compose the Contract Documents.
- 1.11. Examination of Specifications:** Offerors shall thoroughly examine and be familiar with the Quote Specifications. The failure or omission of any Offeror to receive or examine any form, addendum, or other document shall in no way relieve any Offeror from any obligation with respect to its quote. The submission of a Quote shall be taken as evidence of compliance with this section. Prior to submitting a quote, each Offeror shall, at a minimum:
  - a. Examine the *Contract Documents* thoroughly;
  - b. Study and carefully correlate Offeror's observations with the *Contract Documents*, and;
  - c. Notify the Purchasing Agent of all conflicts, errors, ambiguities, or discrepancies in or among the *Contract Documents* within the designated inquiry period.
- 1.12. Questions Regarding Specifications:** Any information relative to interpretation of the Specifications shall be requested of the Purchasing Representative, in writing, in ample time, prior to the inquiry deadline.

- 1.13. Addenda & Interpretations:** If it becomes necessary to revise any part of this solicitation, a written addendum will be shared electronically via email. The Owner is not bound by any oral representations, clarifications, or changes made in the written specifications by Owner, unless such clarification or change is provided in written addendum form from the City Purchasing Representative.
- 1.14. Taxes:** The Owner is exempt from State, County, and Municipal Sales Tax and Federal tax; therefore, all fees shall not include taxes.
- 1.15. Sales and Use Taxes:** The Offeror is required to obtain exemption certificates from the Colorado Department of Revenue for sales and use taxes in accordance with the provisions of the General Contract Conditions. Quotes shall reflect this method of accounting for sales and use taxes on materials, fixtures, and equipment.
- 1.16. Offers Binding 60 Days:** Unless additional time is required by the Owner, or otherwise specified, all quotes submitted shall be binding for sixty (60) calendar days following opening date, unless the Offeror, upon request of the Purchasing Representative, agrees to an extension.
- 1.17. Exceptions and Substitutions:** All quotes meeting the intent of this RFQ shall be considered for award. An Offeror taking exception to the specifications does so at the Offeror's risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state any exception(s) in the section to which the exception(s) pertain. Exception/substitution, if accepted, must meet, or exceed the stated intent and/or specifications. The absence of stated exception(s) indicates that the Offeror has not taken exceptions, and if awarded a Contract shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of the quote and Contract Documents.
- 1.18. Collusion Clause:** Each Offeror by submitting a quote certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all quotes shall be rejected if there is evidence or reason for believing that collusion exists among Offerors. The Owner may, or may not, accept future quotes for the same Work or commodities from participants in such collusion.
- 1.19. Disqualification of Offerors:** A Quote will not be accepted from, nor shall a Contract be awarded to, any person, firm, or corporation that is in arrears to the Owner, upon debt or Contract, or that has defaulted, as surety or otherwise, upon any obligation to the Owner, or that is deemed irresponsible or unreliable.

Offerors may be required to submit satisfactory evidence that it is responsible, have a practical knowledge of the project quote upon and that it has the necessary financial and other resources to complete the proposed Work.

Either of the following reasons, without limitation, shall be considered sufficient to disqualify an Offeror and Quote:

- a. More than one Quote is submitted for the same Work from an individual, firm, or corporation under the same or different name; and



- b. Evidence of collusion among Offerors. Any participant in such collusion shall not receive recognition as an Offeror for any future work of the Owner until such participant has been reinstated as a qualified Offeror.

**1.20. Public Disclosure Record:** If the Offeror has knowledge of is employee(s) having an immediate family relationship with a City employee or elected official, the Offeror must provide the Purchasing Agent with the name(s) of the individuals. The individuals are required to file a "Public Disclosure Record", a statement of financial interest, before conducting business with the City.

## **2. General Contract Conditions**

- 2.1. The Contract:** This Request for Quote, submitted documents, and any negotiations, when properly accepted by the City, shall constitute a Contract equally binding between the City and Offeror. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified with Change Orders, Field Orders, or Addendum(s).
- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents and/or Purchase Order shall be signed by the Owner (City). City will provide the contract/purchase order. By executing the contract/purchase order, the Offeror represents its familiarized with the conditions under which the Service/Equipment is to be provided in relation to the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone, shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment, and other items necessary for the proper execution and completion of the Contract requirements as defined in the specifications contained herein. All specifications and copies furnished by the City are, and shall remain, City property. It is not to be used on any other project.
- 2.3. Offeror:** The Offeror is the person or organization identified as such in the Solicitation Documents and is referred to throughout the Contract Documents. The term Offeror means the Offeror or its authorized representative. The Offeror shall carefully study and compare the General Contract Conditions of the Contract, Specification, Addenda and Modifications and shall at once report to the Owner any error, inconsistency, or omission it may discover.
- 2.4. Insurance:** The selected Offeror agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Offeror pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Offeror shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Offeror shall procure and maintain and, if applicable, shall cause any Subcontractor of the Offeror to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Owner. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise:

(a) Worker Compensation: Offeror shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.

(b) General Liability insurance with minimum limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and

ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and  
ONE MILLION DOLLARS (\$1,000,000) aggregate

With respect to each of Offerors owned, hired, or non-owned vehicles assigned to be used in performance of the Contract. The policy shall contain a severability of interests provision. The policies required by paragraph (b) above shall be endorsed to include the Owner, and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Offeror. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Offeror shall be solely responsible for any deductible losses under any policy required above.

- 2.5. Indemnification:** The Offeror shall defend, indemnify and save harmless the Owner, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, subcontractor or supplier in the execution of, or performance under, any Contract which may result from proposal award. Offeror shall pay any judgment with costs which may be obtained against the Owner arising out of or under the performance.
- 2.6. Time:** Time is of the essence with respect to the time of fulfilment of the Contract and any other milestones or deadline which are part of the Contract. It will be necessary for each Offeror to satisfy the City of its ability to complete the Contract within the Contract Time set forth in the Contract Documents. The Contract Time is the period of time allotted in the Contract Documents for completion of the Contract. The date of commencement of the Contract is the date established in the Contract Documents.
- 2.7. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Offeror for the performance of the Contract under the Contract Documents.
- 2.8. Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the Contract. All amendments to the Contract shall be made in writing by the Owner.

- 2.9. Assignment:** The Offeror shall not sell, assign, transfer or convey the Contract resulting from this RFQ, in whole or in part, without the prior written approval from the Owner.
- 2.10. Cancellation of Solicitation:** Any solicitation may be canceled by the Owner or any solicitation response by an Offeror may be rejected in whole or in part when it is in the best interest of the Owner.
- 2.11. Compliance with Laws:** Quotes must comply with all Federal, State, County and local laws governing of the service and the fulfillment of the Contract for and on behalf of the public. Offeror hereby warrants that it is qualified to assume the responsibilities herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.12. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the Contract or information that comes to the attention of the Offeror during the course of fulfilling such Contract is to be kept strictly confidential.
- 2.13. Conflict of Interest:** No public official and/or City employee shall have interest in the Contract resulting from this Request for Quote.
- 2.14. Contract Termination:** The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Contract; or (3) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation.
- 2.15. Employment Discrimination:** During the performance of any Work per agreement with the Owner, the Offeror, agrees to:
- 2.32.1.** Not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - 2.32.2.** In all solicitations or advertisements for employees placed by or on behalf of the Offeror, that the Offeror is an Equal Opportunity Employer.
  - 2.32.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.16. Affirmative Action:** In executing a Contract with the City, the Offeror agrees to comply with Affirmative Action and Equal Employment Opportunity regulations presented in the General Contract Conditions.
- 2.17. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the Contract employ Workers without authorization or otherwise violate the provisions of the Federal

Immigration Reform and Control Act of 1986 and/or law regulating immigration compliance.

- 2.18. Ethics:** The Offeror shall not accept or offer gifts or anything of value and/or enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.19. Failure to Deliver:** In the event of failure of the Offeror to deliver in accordance with the Contract terms and conditions, the Owner, after due oral or written notice, may procure the Contract requirements from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative Work. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.20. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Contract or any part thereof or the right of the Owner to enforce any provision of the Contract Documents at any time in accordance with the terms thereof.
- 2.21. Force Majeure:** The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the Contract.
- 2.22. Independent Offeror:** The Offeror shall be legally considered an Independent Offeror and neither the Offeror nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Offeror, its servants, or agents. The Owner shall not withhold from the Contract payments to the Offeror any federal or state unemployment taxes, federal or state income taxes, Social Security, or any other amounts for benefits to the Offeror. Further, the Owner shall not provide to the Offeror any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.23. Nonconforming Terms and Conditions:** A quote which includes terms and conditions that do not conform to the terms and conditions of this Request for Quote is subject to rejection as nonresponsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from the Quote prior to a determination by the Owner as nonresponsive based on the submission of nonconforming terms and conditions.

Nonresponsive items include but not be limited to:

- a. Submission of the Quote on forms other than those supplied by the City;
- b. Alteration, interlineation, erasure, or partial detachment of any part of the forms which are supplied herein;
- c. Inclusion of unauthorized additions conditional or alternate Quote or irregularities of any kind which may tend to make the Quote incomplete, indefinite, or ambiguous as to its meaning;

- d. Failure to acknowledge receipt of any or all issued Addenda;
- e. Failure to provide a unit price or a lump sum price, as appropriate, for each pay item listed except in the case of authorized alternative pay items;
- f. Submission of a Quote that, in the opinion of the Owner, is unbalanced so that each item does not reasonably carry its own proportion of cost, or which contains inadequate or unreasonable prices for any item;
- g. Tying of the Quote with any other quote or Contract; and
- h. Failure to calculate Quote prices as described herein.

**2.24. Evaluation of Quotes and Offerors:** The Owner reserves the right to:

- reject any and all Quotes,
- waive any and all informalities,
- take into account any prompt payment discounts offered by Offeror,
- negotiate final terms with the Successful Offeror,
- take into consideration past performance of previous awards/Contracts with the Owner of any Offeror, Firm, Supplier, or Service Provider in determining final award. and
- disregard any and all nonconforming, nonresponsive, or conditional Quotes.

Discrepancies between words and figures will be resolved in favor of words. Discrepancies between Unit Prices and Extended Prices will be resolved in favor of the Unit Prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. The corrected extensions and totals will be shown in the tabulation of Quotes.

The Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work as to which the identity of Subcontractors and other persons and organizations must be submitted. Operating costs, maintenance considerations performance data, and guarantees of materials and equipment may also be considered by the Owner.

The Owner will conduct such investigations as deemed necessary to assist in the evaluation of any Quote and to establish the responsibility, qualifications, and financial ability of the Offeror, and other persons and organizations in accordance with the Contract Documents to the City's satisfaction within the Contract Time.

The Offeror shall furnish the Owner all information and data requested by the Owner to determine the ability of the Offeror to perform the Work. The Owner reserves the right to reject the Quote if the evidence submitted by, or investigation of such Offeror fails to satisfy the Owner that such Offeror is properly qualified to carry out the obligations of the Contract.

By submitting a Quote, each Offeror authorizes the Owner to perform such investigation of the Offeror as the Owner deems necessary to establish the responsibility, qualifications, and financial ability of the Offeror and, by its signature thereon, authorizes the Owner to obtain reference information concerning the Offeror and releases the party providing such information and the Owner from any and all liability to the Offeror as a result of such reference information so provided.

The Owner reserves the right to reject the Quote of any Offeror who does not pass any evaluation to the Owner's satisfaction.

If the Contract is to be awarded, it will be awarded to the Offeror who, by evaluation, the Owner determines will best meet the Owner's interests.

The Owner reserves the right to accept or reject the Work contained in any of the Price Quote Schedules or alternates, either in whole or in part.

- 2.25. Award of Quote:** The Owner reserves the right to reject any or all quotes, to waive any informalities or technical defects in quotes, and unless otherwise specified by the Owner or by the Offeror, to accept any item(s) or group of items in the bid, as may be in the best interest of the Owner. No verbal explanations, clarifications, additions, or instructions will be binding to either the Owner or the Offeror, except those confirmed in writing.

All Quotes will be awarded to the lowest responsive and responsible Offeror. The Owner reserves the right to determine the lowest responsive and responsible Offeror.

The Owner may involve all or some of the following factors: price; conformity to specifications; financial capacity to perform the services and/or provide commodities; previous performance and reputation; location of required and necessary facilities and/or equipment; availability and proximity of repair parts and/or warranty work; similar experience; delivery; terms of payments; compatibility as required in the quote documents; other associated and necessary costs; other objective and accountable factors which are reasonable.

A signed purchase order/contract furnished to the successful Offeror results in a binding contract without further action by either party.

- 2.26. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.27. Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this Request for Quote.
- 2.28. Remedies:** The Offeror and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

- 2.29. Governing Law:** Any agreement as a result of responding to this Request for Quote shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.30. Expenses:** Expenses incurred in preparation, submission, and presentation of a response to this Request for Quote are the responsibility of the Offeror and cannot be charged to the Owner.
- 2.31. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado Law as a defense to any action arising out of or under a Contract.
- 2.32. Public Funds/Non-Appropriation of Funds:** The contractual obligation of the Owner under this Contract is contingent upon the availability of appropriated funds from this fiscal year budget as approved by the City Council from this fiscal year only. Colorado law prohibits obligation of public funds beyond the fiscal year for which the budget was approved. Anticipated expenditures/obligations beyond the end of the current Owner's fiscal year budget shall be subject to budget approval. The Contract will be subject to and provide a non-appropriation of funds clause.



### **3. Specifications**

**3.1. PROJECT DESCRIPTION:** The City of Grand Junction is requesting competitive quotes from qualified and interested companies to provide rental equipment of three (3) Pneumatic Tired Rollers for the City's Chip Seal program.

**3.2. RENTAL SPECIFICATIONS:**

**3.2.1. Pneumatic Tired Roller:** Brand name or equal to Bomag Fayat Group BW 11 RH-5 Pneumatic Tired Roller OR brand name or equal to CAT® CW16 9-Wheel Pneumatic Tire Roller.

**3.2.2. Delivery & Pick Up of Equipment:** In preparation for the start-up of the program on May 30, 2023, all rental equipment must be delivered to the City on **May 29, 2023**. After the program is completed on **July 14, 2023** (unless program Work is completed early or an extension is required), equipment may be picked up.

**3.2.3. Delivery Location:** Rental equipment shall be delivered to 333 West Ave, Bldg. A, Grand Junction, CO, 81501.

**3.2.4. Delivery Time:** Shall be between the hours of 7:00 AM and 12:00 PM.

**3.3. SPECIAL CONDITIONS & PROVISIONS:**

**3.3.1. Brand Name or Equal:** Whenever in this quote request any particular materials, process, mechanism, and/or equipment is indicated, described, or specified by patent, proprietary, or brand name, or by name of manufacturer, such wording will be deemed to be used for the purpose of facilitating minimum acceptable requirements and will be deemed to be followed by the words, "or equal". Proof satisfactory to the Owner must be provided by Offeror to show the alternative product/equipment/vehicle is in fact, equal to specification requirements. The Owner has determined the brand name, model name/numbers meet the specifications as stated in the solicitation documents. These manufacturer's references are not intended to be restrictive but descriptive of the type and quality the Owner desires to rent. Quotes for similar manufactured items of like quality will be considered if the quote is fully noted with the manufacturer's brand name and model. The Owner reserves the right to determine products of equal value. Offerors will not be allowed to make unauthorized substitutions after award is made.

**3.3.2. Emissions Standards:** As applicable by law: Vehicles/ Equipment must be supplied with manufacturer's standard equipment and all devices necessary to be in compliance with the current State of Colorado code, and the Federal Motor Vehicle Safety Standards. Vehicle must comply with all Federal and Colorado motor vehicle pollution control requirements and be capable of passing State emissions tests. Delivery must include any EPA documentation. Vehicles and/or Equipment not meeting the aforementioned standards will not be accepted.

- 3.3.3. Rental Equipment:** The Offeror shall assume responsibility, pay for, and make any and all maintenance, repairs to equipment, and towing services. In case of a breakdown or equipment failure, the City desires a replacement of the unit within **24** hours of notifications by the City Project Manager.
- 3.3.4. Incidental Items:** Any item not specifically identified or paid for directly, but which is necessary for the use of rental equipment, will be considered as incidental to, and will be included in the cost of the rental equipment.
- 3.3.5. Estimated Quantities:** The quantities indicated in this Invitation for Quote are estimates which pertain to the total aggregate quantities which may be ordered throughout the stated Contract period. Variation of quantities may increase or decrease. The estimates do not indicate single order amounts unless otherwise stated. The Owner makes no guarantees about single order quantities or total aggregate order quantities.
- 3.3.6. Minimum Order Quantiles:** The Offeror shall not establish a minimum order quantity for items under this contract.
- 3.3.7. Questions Regarding Solicitation Process/Specifications:**

Kathleen Franklin, Senior Buyer  
City of Grand Junction  
[kathleenf@gjcity.org](mailto:kathleenf@gjcity.org)

- 3.3.8. Project Manager:** The Project Manager for the Project is John Somerlot, Public Works, Street Maintenance Supervisor, who can be reached at (970)-244-1571. During equipment rental timeline, all notices, letters, submittals, and other communications directed to the City shall be addressed and mailed or delivered to:

City of Grand Junction  
Department of Public Works and Planning  
Attn: John Somerlot, Project Manager  
250 N 5th St  
Grand Junction, CO 81501

- 3.3.9. Contract Administrator:** The Contract Administrator for the Project is Duane Hoff Jr., Contract Administrator, who can be reached at (970)244-1545. During equipment rental timeline, contract related inquiries, issues, and other communications shall be directed to:

Duane Hoff Jr., Contract Administrator  
[duaneh@gjcity.org](mailto:duaneh@gjcity.org)

- 3.3.10. Pricing:** Pricing shall be all inclusive to include but not be limited to: all labor, equipment, supplies, materials, freight (F.O.B. Destination – Freight Pre-paid and Allowed to each site), travel, mobilization costs, fuel, set-up and take down costs, and full-time inspection costs, and all other costs related to the successful completion of the project.

The Owner shall not pay nor be liable for any other additional costs including but not limited to: taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

**3.3.11. Contract:** A binding Contract shall consist of: (1) the RFQ and any amendment(s) thereto, (2) the Offeror's response (quote) to the RFQ, (3) clarification of the quote, if any, and (4) the City's Purchasing Department's acceptance of the quote by "Contract" or by "Purchase Order."

A. The Contract expresses the complete agreement of the parties and, performance shall be governed solely by the specifications and requirements contained therein.

B. Any change to the Contract, whether by modification and/or supplementation, must be accomplished by a formal Contract amendment signed and approved by and between the duly authorized representative of the Offeror and the City Purchasing Division or by a modified Purchase Order prior to the effective date of such modification. The Offeror expressly and explicitly understands and agrees that no other method and/or no other document, including acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the Contract.

**3.3.12. Renewals:** The awarded Offeror and the Owner agree that the Contract may, upon mutual agreement of the Offeror and the Owner, be extended under the terms and conditions of the Contract for up to three (3) additional one (1) year Contract periods, contingent upon the applicable fiscal year funding/appropriations.

**3.3.13. Authorized Representatives of the City:** Those authorized to represent the City shall include Purchasing Agent, Engineers, and Inspectors employed by the City, only.

**3.4. Offeror Quote Documents:** For Offeror's convenience, the following is a list of forms/items to be submitted with the Offeror's quote response. However, should a form/item not be listed in this section, but required in the solicitation documents, it is the Offeror's responsibility to ensure all forms/items are submitted.

- **Offeror's Quote Form**

**3.5. RFQ Tentative Time Schedule:**

Invitation For Quote available	April 7, 2023
Inquiry deadline, no questions after this date	April 17, 2023
Addendum Posted	April 19, 2023
Submittal deadline for Quotes	April 26, 2023
Notice of Award & Contract execution	May 1, 2023
Contract begins no later than	May 30, 2023

### 4. Offeror's Quote Form

**RFQ-5231-23-KF    Pneumatic Tired Roller Rental**

Item	Description	Quantity	Units	Unit Price	Total Price
1)	Rental of Pneumatic Tired Roller, per specification and time frame stated in the solicitation documents.	3	EA		
Extended Price <b>written</b> _____ dollars.					
2	Based upon demand, the Chip Seal Program may end early or extend additional days. Please provide daily unit pricing for the addition or deduction of rental days in the event of schedule changes. <b>Unit Price \$</b> _____ <b>per day.</b>				
Extended Price <b>written</b> _____ dollars.					
Notes: _____					

- Prices in this quote have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a quote for the purpose of restricting competition.
- The individual signing this quote certifies it are a legal agent of the Offeror, authorized to represent the Offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-03544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of \_\_\_\_\_ percent of the net dollar will be offered to the Owner if the invoice is paid within \_\_\_\_\_ days after the receipt of the invoice. The Owner reserves the right to take into account any such discounts when determining the quote award that are no *less than Net 10 days*.

RECEIPT OF ADDENDA: the undersigned Offeror acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: \_\_\_\_\_.

It is the responsibility of the Offeror to ensure all Addenda have been received and acknowledged.

*By signing below*, the Undersigned agree to comply with all terms and conditions contained herein.

\_\_\_\_\_  
Company Name – (Typed or Printed)

\_\_\_\_\_  
Authorized Agent – (Typed or Printed)

\_\_\_\_\_  
Authorized Agent Signature

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Address of Contractor

\_\_\_\_\_  
E-mail Address of Agent

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
Date



**NOTICE OF AWARD**

Date: May 10, 2023  
Company: Power Equipment Company  
Project: Pneumatic Tired Roller Rental RFQ-5231-23-KF

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Power Equipment Company has been awarded the City of Grand Junction Contract for the Pneumatic Tired Roller Rental (RFQ-5231-23-KF) to provide rental equipment of three (3) BW 11 RH-5 Pneumatic Tired Rollers to be delivered on May 29, 2023, for a lump sum fee of **\$11,850.00**.

Please notify John Somerlot, Street Maintenance Supervisor, City of Grand Junction Public Works at 970-244-1571, or via email [johnso@gjcity.org](mailto:johnso@gjcity.org) for scheduling and equipment delivery. Send your current Certificate of Insurance to the Purchasing Division.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:  
*Duane Hoff Jr.*  
9F789E7D50F34BC  
Duane Hoff, Jr. Contracts Administrator

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**SUPPLIER ACKNOWLEDGEMENT**

Receipt of this Notice to Award is hereby acknowledged:

Company: Power Equipment Company

By: DocuSigned by:  
*Andy Remmo*  
DA20437F46424D0... Andy Remmo

Title: Municipal Sales Manager

Date: 5/10/2023

## 4. Offeror's Quote Form

### RFQ-5231-23-KF    Pneumatic Tired Roller Rental

Item	Description	Quantity	Units	Unit Price	Total Price
1)	Rental of Pneumatic Tired Roller, per specification and time frame stated in the solicitation documents.	3	EA	\$3,950.00	\$11,850.00 <small>Type text here</small>
Extended Price <b>written</b> <u>Eleven thousand, eight-hundred-fiftyand no</u> _____ dollars.					
2	Based upon demand, the Chip Seal Program may end early or extend additional days. Please provide daily unit pricing for the addition or deduction of rental days in the event of schedule changes. <b>Unit Price \$</b> <u>\$439.00</u> <b>per day</b> .				
Extended Price <b>written</b> <u>Four hundred thirty-nine and zero</u> _____ dollars.					
Notes: _____					

- Prices in this quote have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a quote for the purpose of restricting competition.
- The individual signing this quote certifies it are a legal agent of the Offeror, authorized to represent the Offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-03544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of N/A percent of the net dollar will be offered to the Owner if the invoice is paid within N/A days after the receipt of the invoice. The Owner reserves the right to take into account any such discounts when determining the quote award that are no *less than Net 10 days*.

RECEIPT OF ADDENDA: the undersigned Offeror acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: 0.

It is the responsibility of the Offeror to ensure all Addenda have been received and acknowledged.

*By signing below*, the Undersigned agree to comply with all terms and conditions contained herein.

Power Equipment Company  
Company Name – (Typed or Printed)

  
Authorized Agent Signature

2329 River Road,  
Address of Contractor

Grand Junction, CO, 80515  
City, State, and Zip Code

Andy Remmo  
Authorized Agent – (Typed or Printed)

303/961-8957  
Phone Number

aremmo@power-equip.com  
E-mail Address of Agent

4/24/23  
Date



## EQUIPMENT LEASE

Mike Harmon  
mikeh@gjcity.org  
970-250-5650

The following Lease is made by and between Power Equipment Company (Owner) whose address is 500 E. 62nd. Avenue, P.O. Box 28, Denver, CO 80201 and CITY OF GRAND JUNCTION (Lessee), whose address is: 250 NORTH 5TH STREET, GRAND JUNCTION, CO 81501

1. Lease: Owner agrees to lease the Customer the following items (the "Equipment") subject to the terms and conditions set forth below.

Stock #	Year	Make	Model	Description	Serial Number	Rental Rate	Equipment Value
EQ0001527	2017	BOM	BW11RH	BW11RH w/ skirting	861538721045	\$3,950.00	\$73,000.00
<b>Rental Total:</b>						<b>\$3,950.00</b>	
						<u>per Month</u>	

2. JOB LOCATION: The Equipment shall be used at the following job location, unless otherwise agreed to in writing by Owner. Job Location: 333 West Ave, Grand Junction , CO 81505, Mesa County

3. LEASE TERM: The term of this lease shall commence on the date of delivery, currently scheduled for Monday, May 29, 2023, and shall continue until terminated by customer. For the purpose of this contract a one month period is equal to 28 days.

4. RENT: Lessee agrees to pay rent to Owner at the above address for the Equipment in Monthly Installments of \$3,950.00, net due upon receipt of invoice.

5. HOURS OF OPERATION: Customer agrees to operate the Equipment no more than 176 hours per month. If the Equipment is operated more than the stated hours, Lessee agrees to pay additional rent of \$22.44 per hour or part thereof. Lessee agrees to notify Owner in writing of all such excess hours within the month period such hours are accrued. Such additional rent is due net upon invoice.

6. DELIVERY AND POSSESSION: Lessee shall take possession of the Equipment at the Grand Junction, CO facility of Power Equipment Company and shall pay all charges for loading, unloading, and transportation of the Equipment to the job location and its return to Owner's possession at the Owner's location. Lessee shall inspect the Equipment within forty-eight hours after taking possession. Unless Customer within that time gives written notice to the Owner specifying any objection to the Equipment, it shall be conclusively presumed that the Lessee has fully inspected the Equipment, has found the Equipment in good condition and repair, and has accepted the Equipment.

7. ADDITIONAL RENT: If the Equipment has not been returned to Owner at the expiration of the term, Lessee agrees to pay rent from the expiration of the term until the Equipment is delivered to Owner's possession. Such rent shall be computed and paid on a monthly basis, at the same pro rata rate and upon the same terms as the original term of this Lease.

8. USE: Lessee shall: (a) Use the Equipment in a careful and proper manner, and not permit the Equipment to be neglected or abused or to be used for any purpose for which it is not designed or intended; (b) Comply with all laws, ordinances and regulations relating to the transportation, possession, use, or maintenance of the Equipment; (c) Keep affixed all Owner or Manufacturer supplied labels, plates, warning or other markings in a proper and appropriate place on the Equipment; (d) Cause the Equipment to be operated by trained and competent employees only, knowledgeable in the function, operation and all safety features of the Equipment; and (e) Pay all expenses of operation.

9. ENVIRONMENTAL FEE: Due to the hazardous nature of some waste and other products, to comply with federal and state environmental regulations, and to promote a clean environment, Owner charges an Environmental Service charge. The is not a government-mandated charge. Lessee acknowledges the items indicated above are subject to the Environmental Service Charge and agrees to pay that charge.

10. REPAIR AND MAINTENANCE: Lessee agrees to keep the Equipment in good repair and perform all manufacturers recommended periodic maintenance at Lessee's sole expense, and to return the Equipment in good repair and at the termination of this Lease. For the purpose of this Lease, "good repair" shall mean in full operating condition and working order, with all parts of the Equipment in the substantially equivalent condition as when the Equipment was delivered to the Lessee. Lessee at its sole expense shall repair or replace any and all parts, mechanisms, or devices required to keep the Equipment in good repair. Any replacement parts incorporated into the Equipment shall immediately become the property of the Owner. In the event the Equipment for any reason is not in good repair when returned to the Owner, Lessee agrees to pay all reasonable charges and expenses incurred by the Owner in repairing the equipment.

11. ADDITION OF ACCESSORIES: Lessee will not, without the written consent of the Owner, install any accessories or devices on the Equipment if such installation will impair the originally-intended function or use of the Equipment. Such items installed on the Equipment shall automatically become the property of the Owner unless such item can be removed without in any way affecting the function, use or appearance of the Equipment. Any damage to the Equipment caused by the removal of such items shall be repaired at Lessee's expense.

12. PERSONAL PROPERTY: The Equipment is, and shall at all times remain, personal property. If all or any part of the Equipment is attached to, imbedded in or permanently resting upon any real property or any building thereon, or attached in any manner to what is permanent, by means of cement, plaster, nails, bolts, screws or otherwise, the Equipment shall nonetheless remain personal property.

13. INSPECTION BY OWNER: Lessee shall, whenever requested, advise Owner of the exact location of the Equipment. Owner and its representatives may, for the purposes of inspection, at all reasonable times, enter upon any job, building or place where the Equipment is located. Owner may remove the Equipment without notice to the Lessee if, in the opinion of the Owner, the Equipment is being used beyond its capacity or in any other manner improperly cared for or abused.

14. TITLE, ASSIGNMENTS, AND ENCUMBRANCES: All of this Equipment shall remain personal property and title thereto shall remain in Owner exclusively. Neither this Lease, nor the Lessee's rights hereunder shall be assignable except with the Owner's written consent. Lessee shall not lease, sublease, mortgage or otherwise encumber or part with possession of the Equipment or any part thereof, except with the written consent of the Owner. Lessee shall keep the Equipment free from any and all liens and claims, and shall not do or permit any act or omission whereby Owner's title or rights may be encumbered or impaired. Lessee agrees to pay all license fees and taxes applicable to the Lease, other than income taxes and personal property taxes and license fees on the Equipment. The Lessee shall also provide all permits, if any, necessary for the installation, movement and operation of the Equipment or any parts thereof.

15. WARRANTIES: It is expressly agreed that, except as stated below, THE OWNER HAS MADE AND MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MECHANICALITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. ANY DEFECT IN, OR UNFITNESS OF THE EQUIPMENT SHALL NOT RELIEVE THE LESSEE FROM THE OBLIGATION TO PAY RENT OR ANY OBLIGATION UNDER THIS LEASE. Lessee represents that it is skilled and experienced in the use and operation of the Equipment, and makes the selection and decision on whether to lease on the basis of Lessee's own judgment, without reliance on any statements or representations by Owner. It is expressly agreed that Lessee shall take the equipment as is, except as stated herein. It is further agreed that Owner extends no warranties or guarantees for new Equipment. Owner shall extend and transfer unto Lessee all of the vendor's warranties and guarantees, if any, for new Equipment. Notwithstanding any failure of the vendor to honor any warranty or guarantee, Lessee agrees to maintain the Equipment in good repair, as described herein, and to make all rental payments required herein.

16. INSURANCE: During all times the equipment is in Lessee's possession. Lessee shall keep the Equipment insured against all risks of loss or damage from every cause whatsoever for not less than the full replacement value of the Equipment as determined by Owner, and shall carry public liability, contractual liability, and property damage insurance covering the Equipment, its operation and use. All such insurance shall be in the form and amount and with companies approved by the Owner, and shall designate Owner and Lessee as insureds under such policy. Lessee shall pay the premium for such insurance, and shall deliver to Owner a copy of such policy or a certificate of insurance executed by the insurer prior to taking possession of the Equipment. Such policies shall explicitly provide that the insurer shall give Owner thirty days written notice before the policy in question shall be altered or canceled. The proceeds of such

insurance, at the option of the Owner, shall be applied: (a) toward the replacement, restoration, or repair of the Equipment, or (b) toward payment of the  
obj\_DocuSign Envelope ID: 99E54520-7146-44C9-B1D7-EA142F0CDA22 as or certificates of insurance in accordance with this paragraph, the Owner shall,  
at Owner's option, have the right to (a) declare this Lease in default and exercise its remedies as set forth below, or (b) procure such insurance, in which event  
Lessee shall reimburse Owner for the cost of procuring insurance, which amount shall be payable in its entirety on the next rental payment date or within thirty  
days, whichever is sooner.

17. **SUBSTITUTION:** Owner shall have the absolute right to substitute the Equipment with substantially similar equipment in approximately the same or better  
condition and of similar size and capacity ratings upon 24 hours of notice to Lessee. Upon Owner's notice to Lessee, Lessee shall advise Owner of the exact  
location of the Equipment and a 2-hour window during normal business hours (7:30 AM to 6:30 PM local time) within 24 hours of Owner's notice to Lessee,  
during which Lessee will have the Equipment accessible and available for removal, and Owner will schedule delivery of the replacement Equipment and removal  
of the original Equipment, at Owner's sole expense. Owner shall attempt to schedule such substitution of Equipment so that it minimizes impact to Lessee's use  
of the Equipment, but in no case will Owner be prohibited or unduly delayed in accomplishing delivery of the replacement Equipment and removal of the original  
Equipment. For the avoidance of doubt, such Equipment substitution process shall not cause Owner to be liable to Lessee or any third party for any delay,  
disruption, suspension, or other damages, nor will such substitution process entitle Lessee to any reduction in Rental Rate or Rent due for its use of the  
Equipment.

18. **INDEMNITY:** The Lessee shall indemnify the Owner against, and shall hold the Owner harmless from, any and all claims, actions, suits, proceedings, costs,  
expenses, damages, and liabilities, including attorneys' fees, arising out of, connected with or resulting from the Equipment, including without limiting the  
generality of: the manufacture, selection, delivery, possession, use, operation, or return of the Equipment.

19. **DEFAULT:** If Lessee fails to perform any obligation required herein or to pay any sum when due, or if an attachment is levied against the Equipment or  
attempted by a creditor of the Lessee, or if the condition of the affairs of the Lessee or any guarantor changes so as to, in the sole opinion of the Owner,  
significantly increase the Owner's risk of loss, the Owner shall have the right to exercise one or more of the following remedies: (a) To declare the entire amount  
of rent hereunder immediately due and payable as to any and all items of Equipment, without any notice or demand to the Customer; (b) To sue for and recover  
all rents, and other payments then accrued, or thereafter accruing with respect to any or all items of Equipment; (c) To take possession of the Equipment, without  
demand or notice, wherever the same may be located, without any court order or other process of law. The Lessee hereby waives any damage occasioned by  
such taking of possession. Such taking of possession shall not constitute a termination of this lease unless the Owner expressly so notifies the Lessee in writing;  
(d) To terminate this Lease to any or all items of Equipment; (e) pursue any other remedy at law or in equity. Notwithstanding any such repossession or other  
action, which Owner may take, the Lessee shall remain liable for the full performance of all obligations under this Lease. In the event Owner regains possession  
of the Equipment, Owner may relet the Equipment for a term and at a rental which may be equal to, greater than, or less than the rental and term herein  
provided. Any rental payments received under the new Lease for the period prior to the expiration of this Lease, less Owner's expenses of taking possession,  
storage, reconditioning and releasing, shall be applied on Lessee's obligations here-under, and Lessee shall remain liable for the balance of the unpaid  
aggregate rental set forth above. Lessee's liability shall not be reduced by reason of any failure of the Owner to relet. Lessee hereby agrees to pay all expenses,  
including all attorneys' fees and expenses, which may be incurred by Owner in enforcing this agreement, or in collecting the rent provided herein, or in  
repossessing the Equipment.

20. **INTEREST AND ATTORNEY'S FEES:** In the event that any amount due under the terms of this Lease is not paid when due, Lessee agrees to pay Owner, in  
addition to all amounts due, interest at the rate of 24% per annum, together with all costs, expert witness fees, and reasonable attorneys' fees incurred in  
collection these amounts.

21. **CHOICE OF LAW AND FORUM:** This agreement shall be enforced and construed pursuant to the laws of the State of Colorado. Any action to enforce,  
interpret, construe, or collect damages under this Lease, or for any claims arising out of the manufacture, sale, selection, use, operation, maintenance, or repair  
of the Equipment, shall be brought in the District Court for the City and County of Denver, Colorado. Owner and Customer, and any guarantors of this Lease,  
hereby agree to the jurisdiction of such court.

22. **GENERAL CONDITIONS:** (a) Time is of the essence to this Lease. (b) Owner's failure at any time to require strict performance by Lessee of any of the  
provisions of this Lease shall not waive or diminish Owner's right thereafter to demand strict compliance therewith or with any provision. (c) Waiver of any default  
shall not waive any other default. (d) Any alteration or modification of this Lease shall be in writing and signed by the Owner and Lessee. (e) This Lease  
constitutes the entire agreement of the parties, and supersedes all prior representations or agreements between the parties.

23 **OTHER CONDITIONS:**

IN WITNESS WHEREOF, the parties have caused this Lease to be executed as of the last date written below.

**Power Equipment Company, Owner**

By: DocuSigned by:  
Alex Bennett  
23C5473AC589A10E

Title: Branch Manager

Date: 5/17/2023 | 10:55 AM MDT

**CITY OF GRAND JUNCTION, Lessee**

By: DocuSigned by:  
Duane Hoff Jr.  
9F786E7D50F14BC

Title: Contract Administrator

Date: 5/17/2023 Customer PO:





# EQUIPMENT LEASE

Mike Harmon  
mikeh@gjcity.org  
970250-5650

The following Lease is made by and between Power Equipment Company (Owner) whose address is 500 E. 62nd. Avenue, P.O. Box 28, Denver, CO 80201 and CITY OF GRAND JUNCTION (Lessee), whose address is: 250 NORTH 5TH STREET, GRAND JUNCTION, CO 81501

1. Lease: Owner agrees to lease the Customer the following items (the "Equipment") subject to the terms and conditions set forth below.

Stock #	Year	Make	Model	Description	Serial Number	Rental Rate	Equipment Value
EQ0012718	2017	BOM	BW11RH-5	BW11RH-5	861538721044	\$3,950.00	\$58,000.00
<b>Rental Total:</b>						<b>\$3,950.00</b>	
						<u>per Month</u>	

2. **JOB LOCATION:** The Equipment shall be used at the following job location, unless otherwise agreed to in writing by Owner. Job Location: 333 west ave, Grand Junction , CO 81505, Mesa County
3. **LEASE TERM:** The term of this lease shall commence on the date of delivery, currently scheduled for Monday, May 29, 2023, and shall continue until terminated by customer. For the purpose of this contract a one month period is equal to 28 days.
4. **RENT:** Lessee agrees to pay rent to Owner at the above address for the Equipment in Monthly Installments of \$3,950.00, net due upon receipt of invoice.
5. **HOURS OF OPERATION:** Customer agrees to operate the Equipment no more than 176 hours per month. If the Equipment is operated more than the stated hours, Lessee agrees to pay additional rent of \$22.44 per hour or part thereof. Lessee agrees to notify Owner in writing of all such excess hours within the month period such hours are accrued. Such additional rent is due net upon invoice.
6. **DELIVERY AND POSSESSION:** Lessee shall take possession of the Equipment at the Grand Junction, CO facility of Power Equipment Company and shall pay all charges for loading, unloading, and transportation of the Equipment to the job location and its return to Owner's possession at the Owner's location. Lessee shall inspect the Equipment within forty-eight hours after taking possession. Unless Customer within that time gives written notice to the Owner specifying any objection to the Equipment, it shall be conclusively presumed that the Lessee has fully inspected the Equipment, has found the Equipment in good condition and repair, and has accepted the Equipment.
7. **ADDITIONAL RENT:** If the Equipment has not been returned to Owner at the expiration of the term, Lessee agrees to pay rent from the expiration of the term until the Equipment is delivered to Owner's possession. Such rent shall be computed and paid on a monthly basis, at the same pro rata rate and upon the same terms as the original term of this Lease.
8. **USE:** Lessee shall: (a) Use the Equipment in a careful and proper manner, and not permit the Equipment to be neglected or abused or to be used for any purpose for which it is not designed or intended; (b) Comply with all laws, ordinances and regulations relating to the transportation, possession, use, or maintenance of the Equipment; (c) Keep affixed all Owner or Manufacturer supplied labels, plates, warning or other markings in a proper and appropriate place on the Equipment; (d) Cause the Equipment to be operated by trained and competent employees only, knowledgeable in the function, operation and all safety features of the Equipment; and (e) Pay all expenses of operation.
9. **ENVIRONMENTAL FEE:** Due to the hazardous nature of some waste and other products, to comply with federal and state environmental regulations, and to promote a clean environment, Owner charges an Environmental Service charge. The is not a government-mandated charge. Lessee acknowledges the items indicated above are subject to the Environmental Service Charge and agrees to pay that charge.
10. **REPAIR AND MAINTENANCE:** Lessee agrees to keep the Equipment in good repair and perform all manufacturers recommended periodic maintenance at Lessee's sole expense, and to return the Equipment in good repair and at the termination of this Lease. For the purpose of this Lease, "good repair" shall mean in full operating condition and working order, with all parts of the Equipment in the substantially equivalent condition as when the Equipment was delivered to the Lessee. Lessee at its sole expense shall repair or replace any and all parts, mechanisms, or devices required to keep the Equipment in good repair. Any replacement parts incorporated into the Equipment shall immediately become the property of the Owner. In the event the Equipment for any reason is not in good repair when returned to the Owner, Lessee agrees to pay all reasonable charges and expenses incurred by the Owner in repairing the equipment.
11. **ADDITION OF ACCESSORIES:** Lessee will not, without the written consent of the Owner, install any accessories or devices on the Equipment if such installation will impair the originally-intended function or use of the Equipment. Such items installed on the Equipment shall automatically become the property of the Owner unless such item can be removed without in any way affecting the function, use or appearance of the Equipment. Any damage to the Equipment caused by the removal of such items shall be repaired at Lessee's expense.
12. **PERSONAL PROPERTY:** The Equipment is, and shall at all times remain, personal property. If all or any part of the Equipment is attached to, imbedded in or permanently resting upon any real property or any building thereon, or attached in any manner to what is permanent, by means of cement, plaster, nails, bolts, screws or otherwise, the Equipment shall nonetheless remain personal property.
13. **INSPECTION BY OWNER:** Lessee shall, whenever requested, advise Owner of the exact location of the Equipment. Owner and its representatives may, for the purposes of inspection, at all reasonable times, enter upon any job, building or place where the Equipment is located. Owner may remove the Equipment without notice to the Lessee if, in the opinion of the Owner, the Equipment is being used beyond its capacity or in any other manner improperly cared for or abused.
14. **TITLE, ASSIGNMENTS, AND ENCUMBRANCES:** All of this Equipment shall remain personal property and title thereto shall remain in Owner exclusively. Neither this Lease, nor the Lessee's rights hereunder shall be assignable except with the Owner's written consent. Lessee shall not lease, sublease, mortgage or otherwise encumber or part with possession of the Equipment or any part thereof, except with the written consent of the Owner. Lessee shall keep the Equipment free from any and all liens and claims, and shall not do or permit any act or omission whereby Owner's title or rights may be encumbered or impaired. Lessee agrees to pay all license fees and taxes applicable to the Lease, other than income taxes and personal property taxes and license fees on the Equipment. The Lessee shall also provide all permits, if any, necessary for the installation, movement and operation of the Equipment or any parts thereof.
15. **WARRANTIES:** It is expressly agreed that, except as stated below, THE OWNER HAS MADE AND MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MECHANICALITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. ANY DEFECT IN, OR UNFITNESS OF THE EQUIPMENT SHALL NOT RELIEVE THE LESSEE FROM THE OBLIGATION TO PAY RENT OR ANY OBLIGATION UNDER THIS LEASE. Lessee represents that it is skilled and experienced in the use and operation of the Equipment, and makes the selection and decision on whether to lease on the basis of Lessee's own judgment, without reliance on any statements or representations by Owner. It is expressly agreed that Lessee shall take the equipment as is, except as stated herein. It is further agreed that Owner extends no warranties or guarantees for new Equipment. Owner shall extend and transfer unto Lessee all of the vendor's warranties and guarantees, if any, for new Equipment. Notwithstanding any failure of the vendor to honor any warranty or guarantee, Lessee agrees to maintain the Equipment in good repair, as described herein, and to make all rental payments required herein.
16. **INSURANCE:** During all times the equipment is in Lessee's possession. Lessee shall keep the Equipment insured against all risks of loss or damage from every cause whatsoever for not less than the full replacement value of the Equipment as determined by Owner, and shall carry public liability, contractual liability, and property damage insurance covering the Equipment, its operation and use. All such insurance shall be in the form and amount and with companies approved by the Owner, and shall designate Owner and Lessee as insureds under such policy. Lessee shall pay the premium for such insurance, and shall deliver to Owner a copy of such policy or a certificate of insurance executed by the insurer prior to taking possession of the Equipment. Such policies shall explicitly provide that the insurer shall give Owner thirty days written notice before the policy in question shall be altered or canceled. The proceeds of such

insurance, at the option of the Owner, shall be applied: (a) toward the replacement, restoration, or repair of the Equipment, or (b) toward payment of the  
obj\_DocuSign Envelope ID: 99E54520-7146-44C9-B1D7-EA142F0CDA22 as or certificates of insurance in accordance with this paragraph, the Owner shall,  
at Owner's option, have the right to (a) declare this Lease in default and exercise its remedies as set forth below, or (b) procure such insurance, in which event  
Lessee shall reimburse Owner for the cost of procuring insurance, which amount shall be payable in its entirety on the next rental payment date or within thirty  
days, whichever is sooner.

17. **SUBSTITUTION:** Owner shall have the absolute right to substitute the Equipment with substantially similar equipment in approximately the same or better  
condition and of similar size and capacity ratings upon 24 hours of notice to Lessee. Upon Owner's notice to Lessee, Lessee shall advise Owner of the exact  
location of the Equipment and a 2-hour window during normal business hours (7:30 AM to 6:30 PM local time) within 24 hours of Owner's notice to Lessee,  
during which Lessee will have the Equipment accessible and available for removal, and Owner will schedule delivery of the replacement Equipment and removal  
of the original Equipment, at Owner's sole expense. Owner shall attempt to schedule such substitution of Equipment so that it minimizes impact to Lessee's use  
of the Equipment, but in no case will Owner be prohibited or unduly delayed in accomplishing delivery of the replacement Equipment and removal of the original  
Equipment. For the avoidance of doubt, such Equipment substitution process shall not cause Owner to be liable to Lessee or any third party for any delay,  
disruption, suspension, or other damages, nor will such substitution process entitle Lessee to any reduction in Rental Rate or Rent due for its use of the  
Equipment.

18. **INDEMNITY:** The Lessee shall indemnify the Owner against, and shall hold the Owner harmless from, any and all claims, actions, suits, proceedings, costs,  
expenses, damages, and liabilities, including attorneys' fees, arising out of, connected with or resulting from the Equipment, including without limiting the  
generality of: the manufacture, selection, delivery, possession, use, operation, or return of the Equipment.

19. **DEFAULT:** If Lessee fails to perform any obligation required herein or to pay any sum when due, or if an attachment is levied against the Equipment or  
attempted by a creditor of the Lessee, or if the condition of the affairs of the Lessee or any guarantor changes so as to, in the sole opinion of the Owner,  
significantly increase the Owner's risk of loss, the Owner shall have the right to exercise one or more of the following remedies: (a) To declare the entire amount  
of rent hereunder immediately due and payable as to any and all items of Equipment, without any notice or demand to the Customer; (b) To sue for and recover  
all rents, and other payments then accrued, or thereafter accruing with respect to any or all items of Equipment; (c) To take possession of the Equipment, without  
demand or notice, wherever the same may be located, without any court order or other process of law. The Lessee hereby waives any damage occasioned by  
such taking of possession. Such taking of possession shall not constitute a termination of this lease unless the Owner expressly so notifies the Lessee in writing;  
(d) To terminate this Lease to any or all items of Equipment; (e) pursue any other remedy at law or in equity. Notwithstanding any such repossession or other  
action, which Owner may take, the Lessee shall remain liable for the full performance of all obligations under this Lease. In the event Owner regains possession  
of the Equipment, Owner may relet the Equipment for a term and at a rental which may be equal to, greater than, or less than the rental and term herein  
provided. Any rental payments received under the new Lease for the period prior to the expiration of this Lease, less Owner's expenses of taking possession,  
storage, reconditioning and releasing, shall be applied on Lessee's obligations here-under, and Lessee shall remain liable for the balance of the unpaid  
aggregate rental set forth above. Lessee's liability shall not be reduced by reason of any failure of the Owner to relet. Lessee hereby agrees to pay all expenses,  
including all attorneys' fees and expenses, which may be incurred by Owner in enforcing this agreement, or in collecting the rent provided herein, or in  
repossessing the Equipment.

20. **INTEREST AND ATTORNEY'S FEES:** In the event that any amount due under the terms of this Lease is not paid when due, Lessee agrees to pay Owner, in  
addition to all amounts due, interest at the rate of 24% per annum, together with all costs, expert witness fees, and reasonable attorneys' fees incurred in  
collection these amounts.

21. **CHOICE OF LAW AND FORUM:** This agreement shall be enforced and construed pursuant to the laws of the State of Colorado. Any action to enforce,  
interpret, construe, or collect damages under this Lease, or for any claims arising out of the manufacture, sale, selection, use, operation, maintenance, or repair  
of the Equipment, shall be brought in the District Court for the City and County of Denver, Colorado. Owner and Customer, and any guarantors of this Lease,  
hereby agree to the jurisdiction of such court.

22. **GENERAL CONDITIONS:** (a) Time is of the essence to this Lease. (b) Owner's failure at any time to require strict performance by Lessee of any of the  
provisions of this Lease shall not waive or diminish Owner's right thereafter to demand strict compliance therewith or with any provision. (c) Waiver of any default  
shall not waive any other default. (d) Any alteration or modification of this Lease shall be in writing and signed by the Owner and Lessee. (e) This Lease  
constitutes the entire agreement of the parties, and supersedes all prior representations or agreements between the parties.

23 **OTHER CONDITIONS:**

IN WITNESS WHEREOF, the parties have caused this Lease to be executed as of the last date written below.

**Power Equipment Company, Owner**

By: DocuSigned by:  
Alan Bennett

Title: Branch Manager

Date: 5/17/2023 | 10:55 AM MDT

**CITY OF GRAND JUNCTION, Lessee**

By: DocuSigned by:  
Duane Hoff Jr.

Title: Contract Administrator

Date: 5/17/2023 Customer PO:



# EQUIPMENT LEASE

Mike Harmon  
mikeh@gjcity.org  
970-250-5650

The following Lease is made by and between Power Equipment Company (Owner) whose address is 500 E. 62nd. Avenue, P.O. Box 28, Denver, CO 80201 and CITY OF GRAND JUNCTION (Lessee), whose address is: 250 NORTH 5TH STREET, GRAND JUNCTION, CO 81501

1. Lease: Owner agrees to lease the Customer the following items (the "Equipment") subject to the terms and conditions set forth below.

Stock #	Year	Make	Model	Description	Serial Number	Rental Rate	Equipment Value
EQ0012719	2017	BOM	BW11RH-5	BW11RH-5	861538721043	\$3,950.00	\$59,000.00
<b>Rental Total:</b>						<b>\$3,950.00</b>	
						<u>per Month</u>	

2. JOB LOCATION: The Equipment shall be used at the following job location, unless otherwise agreed to in writing by Owner. Job Location: 333 West Ave, Grand Junction , CO 81505, Mesa County

3. LEASE TERM: The term of this lease shall commence on the date of delivery, currently scheduled for Monday, May 29, 2023, and shall continue until terminated by customer. For the purpose of this contract a one month period is equal to 28 days.

4. RENT: Lessee agrees to pay rent to Owner at the above address for the Equipment in Monthly Installments of \$3,950.00, net due upon receipt of invoice.

5. HOURS OF OPERATION: Customer agrees to operate the Equipment no more than 176 hours per month. If the Equipment is operated more than the stated hours, Lessee agrees to pay additional rent of \$22.44 per hour or part thereof. Lessee agrees to notify Owner in writing of all such excess hours within the month period such hours are accrued. Such additional rent is due net upon invoice.

6. DELIVERY AND POSSESSION: Lessee shall take possession of the Equipment at the Grand Junction, CO facility of Power Equipment Company and shall pay all charges for loading, unloading, and transportation of the Equipment to the job location and its return to Owner's possession at the Owner's location. Lessee shall inspect the Equipment within forty-eight hours after taking possession. Unless Customer within that time gives written notice to the Owner specifying any objection to the Equipment, it shall be conclusively presumed that the Lessee has fully inspected the Equipment, has found the Equipment in good condition and repair, and has accepted the Equipment.

7. ADDITIONAL RENT: If the Equipment has not been returned to Owner at the expiration of the term, Lessee agrees to pay rent from the expiration of the term until the Equipment is delivered to Owner's possession. Such rent shall be computed and paid on a monthly basis, at the same pro rata rate and upon the same terms as the original term of this Lease.

8. USE: Lessee shall: (a) Use the Equipment in a careful and proper manner, and not permit the Equipment to be neglected or abused or to be used for any purpose for which it is not designed or intended; (b) Comply with all laws, ordinances and regulations relating to the transportation, possession, use, or maintenance of the Equipment; (c) Keep affixed all Owner or Manufacturer supplied labels, plates, warning or other markings in a proper and appropriate place on the Equipment; (d) Cause the Equipment to be operated by trained and competent employees only, knowledgeable in the function, operation and all safety features of the Equipment; and (e) Pay all expenses of operation.

9. ENVIRONMENTAL FEE: Due to the hazardous nature of some waste and other products, to comply with federal and state environmental regulations, and to promote a clean environment, Owner charges an Environmental Service charge. The is not a government-mandated charge. Lessee acknowledges the items indicated above are subject to the Environmental Service Charge and agrees to pay that charge.

10. REPAIR AND MAINTENANCE: Lessee agrees to keep the Equipment in good repair and perform all manufacturers recommended periodic maintenance at Lessee's sole expense, and to return the Equipment in good repair and at the termination of this Lease. For the purpose of this Lease, "good repair" shall mean in full operating condition and working order, with all parts of the Equipment in the substantially equivalent condition as when the Equipment was delivered to the Lessee. Lessee at its sole expense shall repair or replace any and all parts, mechanisms, or devices required to keep the Equipment in good repair. Any replacement parts incorporated into the Equipment shall immediately become the property of the Owner. In the event the Equipment for any reason is not in good repair when returned to the Owner, Lessee agrees to pay all reasonable charges and expenses incurred by the Owner in repairing the equipment.

11. ADDITION OF ACCESSORIES: Lessee will not, without the written consent of the Owner, install any accessories or devices on the Equipment if such installation will impair the originally-intended function or use of the Equipment. Such items installed on the Equipment shall automatically become the property of the Owner unless such item can be removed without in any way affecting the function, use or appearance of the Equipment. Any damage to the Equipment caused by the removal of such items shall be repaired at Lessee's expense.

12. PERSONAL PROPERTY: The Equipment is, and shall at all times remain, personal property. If all or any part of the Equipment is attached to, imbedded in or permanently resting upon any real property or any building thereon, or attached in any manner to what is permanent, by means of cement, plaster, nails, bolts, screws or otherwise, the Equipment shall nonetheless remain personal property.

13. INSPECTION BY OWNER: Lessee shall, whenever requested, advise Owner of the exact location of the Equipment. Owner and its representatives may, for the purposes of inspection, at all reasonable times, enter upon any job, building or place where the Equipment is located. Owner may remove the Equipment without notice to the Lessee if, in the opinion of the Owner, the Equipment is being used beyond its capacity or in any other manner improperly cared for or abused.

14. TITLE, ASSIGNMENTS, AND ENCUMBRANCES: All of this Equipment shall remain personal property and title thereto shall remain in Owner exclusively. Neither this Lease, nor the Lessee's rights hereunder shall be assignable except with the Owner's written consent. Lessee shall not lease, sublease, mortgage or otherwise encumber or part with possession of the Equipment or any part thereof, except with the written consent of the Owner. Lessee shall keep the Equipment free from any and all liens and claims, and shall not do or permit any act or omission whereby Owner's title or rights may be encumbered or impaired. Lessee agrees to pay all license fees and taxes applicable to the Lease, other than income taxes and personal property taxes and license fees on the Equipment. The Lessee shall also provide all permits, if any, necessary for the installation, movement and operation of the Equipment or any parts thereof.

15. WARRANTIES: It is expressly agreed that, except as stated below, THE OWNER HAS MADE AND MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MECHANICALITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. ANY DEFECT IN, OR UNFITNESS OF THE EQUIPMENT SHALL NOT RELIEVE THE LESSEE FROM THE OBLIGATION TO PAY RENT OR ANY OBLIGATION UNDER THIS LEASE. Lessee represents that it is skilled and experienced in the use and operation of the Equipment, and makes the selection and decision on whether to lease on the basis of Lessee's own judgment, without reliance on any statements or representations by Owner. It is expressly agreed that Lessee shall take the equipment as is, except as stated herein. It is further agreed that Owner extends no warranties or guarantees for new Equipment. Owner shall extend and transfer unto Lessee all of the vendor's warranties and guarantees, if any, for new Equipment. Notwithstanding any failure of the vendor to honor any warranty or guarantee, Lessee agrees to maintain the Equipment in good repair, as described herein, and to make all rental payments required herein.

16. INSURANCE: During all times the equipment is in Lessee's possession. Lessee shall keep the Equipment insured against all risks of loss or damage from every cause whatsoever for not less than the full replacement value of the Equipment as determined by Owner, and shall carry public liability, contractual liability, and property damage insurance covering the Equipment, its operation and use. All such insurance shall be in the form and amount and with companies approved by the Owner, and shall designate Owner and Lessee as insureds under such policy. Lessee shall pay the premium for such insurance, and shall deliver to Owner a copy of such policy or a certificate of insurance executed by the insurer prior to taking possession of the Equipment. Such policies shall explicitly provide that the insurer shall give Owner thirty days written notice before the policy in question shall be altered or canceled. The proceeds of such

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17. **SUBSTITUTION:** Owner shall have the absolute right to substitute the Equipment with substantially similar equipment in approximately the same or better  
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of the Equipment, but in no case will Owner be prohibited or unduly delayed in accomplishing delivery of the replacement Equipment and removal of the original  
Equipment. For the avoidance of doubt, such Equipment substitution process shall not cause Owner to be liable to Lessee or any third party for any delay,  
disruption, suspension, or other damages, nor will such substitution process entitle Lessee to any reduction in Rental Rate or Rent due for its use of the  
Equipment.

18. **INDEMNITY:** The Lessee shall indemnify the Owner against, and shall hold the Owner harmless from, any and all claims, actions, suits, proceedings, costs,  
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19. **DEFAULT:** If Lessee fails to perform any obligation required herein or to pay any sum when due, or if an attachment is levied against the Equipment or  
attempted by a creditor of the Lessee, or if the condition of the affairs of the Lessee or any guarantor changes so as to, in the sole opinion of the Owner,  
significantly increase the Owner's risk of loss, the Owner shall have the right to exercise one or more of the following remedies: (a) To declare the entire amount  
of rent hereunder immediately due and payable as to any and all items of Equipment, without any notice or demand to the Customer; (b) To sue for and recover  
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demand or notice, wherever the same may be located, without any court order or other process of law. The Lessee hereby waives any damage occasioned by  
such taking of possession. Such taking of possession shall not constitute a termination of this lease unless the Owner expressly so notifies the Lessee in writing;  
(d) To terminate this Lease to any or all items of Equipment; (e) pursue any other remedy at law or in equity. Notwithstanding any such repossession or other  
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including all attorneys' fees and expenses, which may be incurred by Owner in enforcing this agreement, or in collecting the rent provided herein, or in  
repossessing the Equipment.

20. **INTEREST AND ATTORNEY'S FEES:** In the event that any amount due under the terms of this Lease is not paid when due, Lessee agrees to pay Owner, in  
addition to all amounts due, interest at the rate of 24% per annum, together with all costs, expert witness fees, and reasonable attorneys' fees incurred in  
collection these amounts.

21. **CHOICE OF LAW AND FORUM:** This agreement shall be enforced and construed pursuant to the laws of the State of Colorado. Any action to enforce,  
interpret, construe, or collect damages under this Lease, or for any claims arising out of the manufacture, sale, selection, use, operation, maintenance, or repair  
of the Equipment, shall be brought in the District Court for the City and County of Denver, Colorado. Owner and Customer, and any guarantors of this Lease,  
hereby agree to the jurisdiction of such court.

22. **GENERAL CONDITIONS:** (a) Time is of the essence to this Lease. (b) Owner's failure at any time to require strict performance by Lessee of any of the  
provisions of this Lease shall not waive or diminish Owner's right thereafter to demand strict compliance therewith or with any provision. (c) Waiver of any default  
shall not waive any other default. (d) Any alteration or modification of this Lease shall be in writing and signed by the Owner and Lessee. (e) This Lease  
constitutes the entire agreement of the parties, and supersedes all prior representations or agreements between the parties.

23 OTHER CONDITIONS:

IN WITNESS WHEREOF, the parties have caused this Lease to be executed as of the last date written below.

**Power Equipment Company, Owner**

By: DocuSigned by:  
Alan Bennett  
23C74724C93A40E

Title: Branch Manager

Date: 5/17/2023 | 10:55 AM MDT

**CITY OF GRAND JUNCTION, Lessee**

By: DocuSigned by:  
Duane Hoff Jr.  
9F78BE7D50F74BC

Title: Contract Administrator

Date: 5/17/2023 Customer PO:

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 any rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> USI Insurance Services, LLC P.O. Box 7050 Englewood, CO 80155 800 873-8500	<b>CONTACT NAME:</b> USI Certificate Team														
	<b>PHONE (A/C, No, Ext):</b> 800 873-8500 <b>FAX (A/C, No):</b>														
	<b>E-MAIL ADDRESS:</b> den.certificate@usi.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B : Travelers Property Cas. Co. of America</td> <td>25674</td> </tr> <tr> <td>INSURER C : Federal Insurance Company</td> <td>20281</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> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B : Travelers Property Cas. Co. of America	25674	INSURER C : Federal Insurance Company	20281	INSURER D :		INSURER E :		INSURER F :	
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<b>INSURED</b> M-L Holdings Company Power Equipment Company 500 E. 62nd Ave. Denver, CO 80216															

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	GLO980922409	03/01/2023	03/01/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	BAP980922509	03/01/2023	03/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	X	X	CUP2W26604723NF	03/01/2023	03/01/2024	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	<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 (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC980922309	03/01/2023	03/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	<input checked="" type="checkbox"/> Excess Liab Over CUP2W26604723NF	X	X	93644173	03/01/2023	03/01/2024	Each Occur 10,000,000 Aggregate 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**The Umbrella/Excess Liability policy provides excess coverage over the General Liability, Automobile Liability and Employers Liability. The Workers Compensation policy contains an All States Endorsement. Subject to policy terms, conditions, limitations and exclusions:**  
**The Certificate Holder is included as additional insured per written contract or agreement on the General Liability, Automobile Liability and Excess Liability. A waiver of subrogation applies to the Certificate (See Attached Descriptions)**

<b>CERTIFICATE HOLDER</b>  City of Grand Junction Purchasing Division 910 Main St Grand Junction, CO 81501	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## DESCRIPTIONS (Continued from Page 1)

Holder under the General Liability, Automobile Liability, Excess Liability and Workers Compensation per written contract or agreement. With respects to General Liability, Automobile Liability and Umbrella/Excess Liability, if you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured, and that the insurance shall be primary and non-contributory with the additional insureds own insurance, such a person or organization is an insured but only with respect to liability caused by your acts or omissions in the performance of your ongoing operations.