



**Purchase Order
No. 2024-00000418**

DATE 08/08/2024

Ph. (970) 256-4048

Fax

Ship To City of Grand Junction
Facilities
333 West Ave Building B
Grand Junction, CO 81501

Bill To City of Grand Junction
Facilities
333 West Ave Building B
Grand Junction, CO 81501

Vendor **VENDOR NO. 1197**
Atlasta Solar & Energy
1111 S 7th Street
Grand Junction, CO 81501
Phone: (970) 248-0057 Fax: (970) 248-0094

PAGE 1 of 1
SHIP VIA
DELIVER BY
FREIGHT TERMS FOB Dest, Frght Prepaid Allow
Payment Terms: Net 30 Days
Buyer Name: Dolly Daniels
Buyer Email: dollyd@gjcity.org

Award RFP-5435-24-DD

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Lump Su	CONTRACT SERVICES - Purchase and Installation of Solar Panels for City Hall 201-660.8215 - Facility Improvements 401,147.50 F2411-F241101Z	401,147.5000	\$401,147.50
PURCHASE ORDER TOTAL				\$401,147.50

Special Instructions: PURCHASE ORDER No. MUST APPEAR ON ALL INVOICES, SHIPPERS, PACKAGES, CORRESPONDENCE
Tax Exempt No. 98-03544

By: Dolly f. Daniels



NOTICE TO PROCEED

Date: August 26, 2024

Contractor: Atlasta Solar Center

Project: Purchase and Installation of Solar Panels for City Hall (RFP-5435-24-DD)

In accordance with the Contract dated August 8, 2024, the Contractor is hereby notified to begin work on the Project on or before August 30, 2024.

The date of final completion as determined is December 31, 2024.

CITY OF GRAND JUNCTION, COLORADO

Dolly Daniels, Senior Buyer

Receipt of this Notice to Proceed is hereby acknowledged:

Contractor: Atlasta solar center

By: DocuSigned by:
Christopher Campbell

Print Name: christopher campbell

Title: Co-Owner

Date: 8/26/2024



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this **8th day of August, 2024** 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 **Atlasta Solar Center** hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Responses would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as **Purchase and Installation of Solar Panels for City Hall (RFP-5435-24-DD)**.

WHEREAS, the Contract has been awarded to the above-named Contractor by the Owner, and said Contractor 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 Contractor, 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:

- The body of this Contract Agreement
- Solicitation Documents for the Project; **Purchase and Installation of Solar Panels for City Hall (RFP-5435-24-DD)**
- Notice of Award
- Contractor's Response to the Solicitation
- Work Change Requests (directing that changed work be performed);
- Field Orders;
- Change Orders.

ARTICLE 2

Definitions: The clauses provided in the Solicitation apply to the terms used in the Contract and all the Contract Documents.

ARTICLE 3

Contract Work: The Contractor agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Work described, set forth, shown, and included in the Contract Documents as indicated in the Solicitation Document.

ARTICLE 4

Contract Time and Liquidated Damages: Time is of the essence with respect to this Contract. The Contractor hereby agrees to commence Work under the Contract on or before the date specified in the Solicitation from the Owner, and to achieve Substantial Completion and Final Completion of the Work within the time or times specified in the Solicitation. In the event the Work is not completed in the times set forth and as agreed upon, the Contractor further agrees to pay Liquidated Damages to the Owner as set forth in the Solicitation. The Contractor acknowledges and recognizes the delays, expenses and difficulties involved in proving in a legal proceeding the actual losses suffered by the Owner if the work is not completed on time. Accordingly, instead of requiring any such proof, the Owner and the Contractor agree that as Liquidated Damages for delay, but not as a penalty, the Contractor shall pay to the Owner the amounts specified in the Solicitation.

ARTICLE 5

Contract Price and Payment Procedures: The Contractor 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 **Four Hundred, One Thousand, One Hundred, Forty-Seven and 50/100 Dollars (\$401,147.50)**. 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 Solicitation Response. 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 other 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 Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

Unless otherwise provided in the Solicitation, monthly partial payments shall be made as the Work progresses. Applications for partial and Final Payment shall be prepared by the Contractor and approved by the Owner in accordance with the Solicitation.

Upon Final Completion of the Work under the Contract and before the Contractor shall receive final payment, the Owner shall publish at least twice in a newspaper of general circulation published in the County a notice that: 1. the Owner has accepted such Work as completed according to the Contract Documents; 2. the Contractor is entitled to final

payment therefore; 3. Thirty (30) days after the first publication, specifying the exact date, the Owner shall pay the full balance due under the Contract, and 4. persons having claims for labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by the Contractor or a subcontractor shall file a verified statement of the amount due and unpaid on account of such claim prior to the date specified for such payment. Nothing herein shall be construed as relieving the Contractor and the Sureties on the Contractor's Bonds from any claim or claims for work or labor done or materials or supplies furnished in the execution of the Contract.

ARTICLE 6

Bonds: The Contractor shall furnish currently herewith the Bonds required by the Contract Documents; such Bonds being attached hereto. The Performance Bond shall be in an amount not less than one hundred percent (100%) of the Contract Price set forth in Article 5. The Payment Bond shall be in an amount not less than one hundred percent (100%) of the Contract Price set forth in Article 5.

ARTICLE 7

Contract Binding: The Owner and the Contractor 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 Contractor and may only be altered, amended, or repealed by a duly executed written instrument. Neither the Owner nor the Contractor 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 Contractor shall not assign any moneys due or to become due without the prior written consent of the Owner.

ARTICLE 8

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 Contractor 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.
 HOFF DUANE JR
 Duane Hoff, Jr. Contracts Administrator

 8/8/2024
Date

Atlasta Solar Center

DocuSigned by:
By: Christopher Campbell
 CAMPBELL CHRISTOPHER
 Christopher Campbell
 Director of Project Management & Co-Owner

 8/8/2024
Date



**Request for Proposal
RFP-5435-24-DD**

**Purchase and Installation of Solar Panels
for City Hall**

RESPONSES DUE:

June 11, 2024, Prior to 2:00pm MDT

Accepting Electronic Responses Only

**Responses Only Submitted Through the Rocky Mountain E-Purchasing System
(RMEPS)**

www.bidnetdirect.com/colorado

(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve the issue prior to the response deadline. 800-835-4603)

NOTE: All City solicitation openings will continue to be held virtually.

PURCHASING AGENT:

Dolly Daniels, Senior Buyer

dollyd@gicity.org

970-256-4048

REQUEST FOR PROPOSAL

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Section

- 1.0 Administrative Information and Conditions for Submittal**
- 2.0 General Contract Terms and Conditions**
- 3.0 Insurance Requirements**
- 4.0 Specifications/Scope of Services**
- 5.0 Preparation and Submittal of Proposals**
- 6.0 Evaluation Criteria and Factors**
- 7.0 Solicitation Response Form**

Attachments:

- A: Davis Bacon Wage Determination**
- B: 12 Month City Hall Electric Invoices**

REQUEST FOR PROPOSAL

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

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/services being solicited.

This Project requires the Work to be performed in accordance with the current Davis Bacon Wage Rate Determination and requires the awarded Contractor to complete the grant documents included in this Request for Proposal and submit with the Offer.

- 1.1 A.D.A. Document Compliance Requirements:** All Work documents, and/or bid/proposal documents submitted, as a result of this solicitation must comply with all applicable provisions of §§24-85-101, C.R.S., et seq., and the accessibility Standards for individuals with a Disability, as established by the Office of Information Technology according to Section §24-85-103 (2.5), C.R.S. and 3) all State of Colorado technology standards related to technology accessibility and with Level A.A. of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- 1.2 Issuing Office:** This Request for Proposal (RFP) is issued by the City of Grand Junction (the "City"). All contact regarding this RFP is to be directed to the Purchasing Agent.
- Dolly Daniels, Senior Buyer
dollyd@gjcity.org
- With the exception of pre-bid or site visit meeting(s), 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.
- 1.3 Purpose:** The purpose of the RFP is to obtain proposals from qualified professional Contractors interested in providing all labor, equipment, and materials for the installation of a turnkey solar photo-voltaic solar panel system on the roof of the Grand Junction City Hall building.
- 1.4 Optional Pre-Proposal Meeting:** Interested Offerors are strongly encouraged to attend a pre-proposal meeting on Thursday, May 23, 2024, at 11:00 AM in the City Hall Auditorium located at 250 N. 5th St in Grand Junction. The purpose of the pre-proposal meeting will be to clarify the contents of this Request for Proposal (RFP). Nothing stated during the site visit meeting will modify the Solicitation. Only information provided in an addendum will modify the Solicitation.
- 1.5 The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation as "Owner". The term "Owner" means the Owner or its authorized representative.

- 1.6 Compliance:** All participating Offerors, by its signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror shall secure instructions from the Purchasing Agent prior to the date and time of the submittal deadline shown in this RFP.
- 1.7 Procurement Process:** The most current version of the [City of Grand Junction Purchasing Manual](#).
- 1.8 Submission:** Please refer to Section 5.0 of this Solicitation for Preparation and Submittal Terms. For proper evaluation, proposals shall be formatted as directed in Section 5. Proposals that fail to follow the format may be found non-responsive. To participate in the solicitation opening, please utilize the following information and link:

Solicitation Opening Purchase and Installation of Solar Panels for City Hall

Jun 11, 2024, 2:00 – 2:30 PM (America/Denver)

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/955570853>

You can also dial in using your phone.

Access Code: 955-570-853

United States: [+1 \(571\) 317-3122](tel:+15713173122)

Join from a video-conferencing room or system.

Meeting ID: 955-570-853

Dial in or type: 67.217.95.2 or inroomlink.goto.com

Or dial directly: 955570853@67.217.95.2 or 67.217.95.2##955570853

Get the app now and be ready when your meeting starts: <https://meet.goto.com/install>

- 1.9 Altering Proposals:** Any alterations made prior to opening date and time must be initiated by the Offeror. Proposals may not be altered or amended after the submission deadline.
- 1.10 Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline date, and only prior to award.
- 1.11 Acceptance of Proposal Content:** The selected proposal shall become a part of the Contract. Failure of the successful Offeror to accept these obligations in the Contract shall result in cancellation of the award and such Offeror shall be removed from future solicitations. When a Contract is executed by and between the Offeror and the City, the Offeror may be referred to as the "Firm".
- 1.12 Addenda:** All questions shall be submitted in writing to the Purchasing Agent. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the Purchasing Agent. Sole authority to authorize addenda shall be vested in the Purchasing Agent. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at www.bidnetdirect.com/colorado. Offerors shall acknowledge receipt of all addenda in its proposals.

- 1.13 Exceptions and Substitutions:** All proposals meeting the intent of this RFP will 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 substitution(s) or alternative(s). When offering substitution(s) and/or alternative(s), Offeror must state any exception(s) in the section to which the exception(s) pertain(s). Exception/substitution, if accepted, must meet, or exceed the stated intent and/or specification(s). The absence of stated exception(s) indicates that the Offeror has not taken exception(s), and if awarded a Contract, shall hold the Offeror responsible to perform in strict accordance with the Contract.
- 1.14 Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after Contract award. **"Proprietary or Confidential Information"** is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of Proprietary Information places it in the public domain. Only submittal information clearly identified with the words **"Confidential Disclosure"** and **uploaded** as a separate document may establish the information confidential or proprietary. Any material to be treated as confidential or proprietary in nature must include a written justification for the request. If denied, the Offeror shall have the opportunity to withdraw its proposal, or to remove the Confidential or Proprietary Information. Neither cost nor pricing information nor the entire proposal may be claimed as confidential or proprietary.
- 1.15 Response Material Ownership:** All proposals become the property of the Owner upon receipt and may only be returned to the Offeror at the Owner's option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations in the materials marked as "Confidential" or "Proprietary". Disqualification of a proposal does not eliminate the City's rights.
- 1.16 Minimal Standards for Responsible Prospective Offerors:** The Offeror must affirmatively demonstrate its responsibility. A prospective Offeror must meet the following minimum requirements.
- Have adequate financial resources or the ability to obtain such resources as required.
 - Be able to comply with the required or proposed completion schedule.
 - Have a satisfactory record of performance of projects of similar scope and size.
 - Have a satisfactory record of integrity and ethics.
 - Be otherwise qualified and eligible to receive an award and enter into a Contract with the Owner.
- 1.17 Open Records:** Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, its representatives and interested persons may be present. Proposals shall be received and acknowledged only to avoid disclosure of process. All proposals shall be opened for public inspection after the Contract is awarded.
- 1.18 Sales Tax:** The Owner is exempt from State, County, and Municipal Taxes and Federal Excise Tax; therefore, all fees shall not include taxes.
- 1.19 Public Opening:** Proposals shall be received and publicly opened in a virtual meeting immediately following the proposal deadline. Offerors, its representatives and interested

persons may attend. Proposals shall be received and acknowledged only to avoid disclosure of process. Only the name(s) and business address of the proposing Offerors will be disclosed.

SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

- 2.1. Acceptance of RFP Terms:** A proposal submitted in response to this RFP shall constitute a binding offer which shall be acknowledged by the Offeror on the Letter of Interest or Cover Letter. The Offeror must be legally authorized to execute the Letter of Interest or Cover Letter together with the Contractual obligations. By submitting a proposal, the Offeror accepts all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so may be deemed a waiver of any right(s) to subsequently modify the term(s) of performance, except as specified in the RFP.
- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and Contractor. By executing the Contract, the Contractor represents that it has familiarized itself with the local conditions under which the Work is to be performed and correlated its observations with 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 documents is to include all labor, materials, equipment, services, and other items necessary for the proper execution and completion of the scope of Work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. It is not to be used on any other Project.
- 2.3. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the Work. The Firm shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority, including the City, bearing on the performance of the Work. If the Contractor observes that any of the Contract Documents are at variance in any respect, it shall promptly notify the Purchasing Agent in writing, and any necessary changes shall be adjusted. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Purchasing Agent, it shall assume full responsibility and shall bear all costs attributable to the non-conforming Work.
- 2.4. The Owner:** The Owner is the City of Grand Junction, Colorado (City) and is referred to throughout the Contract Documents. The term Owner means the Owner or its authorized representative. The Owner shall, at all times, have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize itself generally with the progress and quality of Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Based on such observations and the Contractor's Application for Payment, the Owner will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts as provided in the Contract. The Owner will have authority to reject Work which does not conform to the Contract Documents. Whenever, in its reasonable opinion, it considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, it will have authority to require the Contractor to stop the Work or any portion, or to require special inspection or testing of the Work, whether or not such Work can be then be fabricated, installed, or

completed. The Owner will not be responsible for the acts or omissions of the Contractor, and Sub-Contractor, or any of its agents or employees, or any other persons performing any of the Work.

- 2.5. Contractor:** The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or its authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency, or omission it may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies, or omissions. The Contractor shall not commence Work without clarifying Drawings, Specifications, or Interpretations.
- 2.6. Sub-Contractors:** A Sub-Contractor is a person or organization who has a direct Contract with the Contractor to perform any of the Work at the site. The term Sub-Contractor is referred to throughout the Contract Documents and means a Sub-Contractor or its authorized representative.
- 2.7. Award of Sub-Contractors & Other Contracts for Portions of the Work:** As soon as practicable after bids are received and prior to the award of the Contract, the successful Contractor shall furnish to the Owner, in writing for acceptance, a list of the names of the Sub-Contractors or other persons or organizations proposed for such portions of the Work as may be designated in the proposal requirements, or, if none is so designated, the names of the Sub-Contractors proposed for the principal portions of the Work. Prior to the award of the Contract, the Owner shall notify the successful Contractor in writing if, after due investigation, has reasonable objection to any person or organization on such list. If, prior to the award of the Contract, the Owner has a reasonable and substantial objection to any person or organization on such list and refuses in writing to accept such person or organization, the successful Contractor may, prior to the award, withdraw its proposal without forfeiture of proposal security. If the successful Contractor submits an acceptable substitute with an increase in the proposed price to cover the difference in cost occasioned by the substitution, the Owner may, at its discretion, accept the increased proposal or may disqualify the Contractor. If, after the award, the Owner refuses to accept any person or organization on such list, the Contractor shall submit an acceptable substitute and the Contract sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. However, no increase in the Contract sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting a name with respect thereto prior to the award.
- 2.8. Supervision and Construction Procedures:** The Contractor shall supervise and direct the Work, using its best skill and attention. It shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract.
- 2.9. Warranty:** The Contractor warrants to the Owner that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective. If required by Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the

Contractor requesting such repairs or replacement, the Contractor should neglect to make or undertake with due diligence to the same, the City may make such repairs or replacements. All indirect and direct costs of such correction or removal or replacement shall be at the Contractor's expense. The Contractor will also bear the expenses of making good all Work of others destroyed or damaged by the correction, removal, or replacement of its defective Work.

- 2.10. Responsibility for those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all its employees and all other persons performing any of the Work under a Contract with the Contractor.
- 2.11. Use of the Site:** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.
- 2.12. Cleanup:** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of Work, it shall remove all its waste materials and rubbish from and about the Project, as well as all its equipment and surplus materials.
- 2.13. Miscellaneous Conditions:** Material Availability: Contractors must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of bid. It is the responsibility of the Offeror to notify the Owner immediately if materials specified are discontinued, replaced, or not available for an extended period of time.
- 2.14. Time:** Time is of the essence with respect to the time of completion of the Project 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 Work 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 Work. The date of commencement of the Work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Contract or such other date as may be established therein, or as established as entered on the Bid Form. The Date of Substantial Completion of the Work or designated portions thereof is the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents.
- 2.15. Performance & Payment Bonds:** After design and construction documents completion, but prior to construction commencement, Contractor shall furnish a Performance and a Payment Bond, each in an amount at least equal to that specified for the Contract amount as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These bonds shall remain in effect for the duration of the Warranty Period (as specified in the Special Conditions). Contractor shall also furnish other bonds that may be required by the Special Conditions. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (1) are licensed to conduct business in the State of Colorado and (2) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the Authority Act. If the surety on any

bond furnished by the Contractor is declared bankrupt, or becomes insolvent, or its rights to do business in Colorado are terminated, or it ceases to meet the requirements of clauses (1) and (2) of this section, Firm shall within five (5) days thereafter substitute another bond and surety, both of which shall be acceptable to the City.

- 2.16. Retention:** The Owner will deduct money from the partial payments in amounts considered necessary to protect the interest of the Owner and will retain this money until after completion of the entire Contract, this is related only to the construction portion of the Contract. The amount to be retained from partial payments will be five (5) percent of the value of the completed Work, and not greater than five (5) percent of the amount of the Contract. When the retainage has reached five (5) percent of the amount of the Contract no further retainage will be made and this amount will be retained until such time as final payment is made.
- 2.17. Liquidated Damages for Failure to Enter Into Contract:** Should the Successful Offeror fail or refuse to enter into the Contract within ten Calendar Days from the issuance of the Notice of Award, the City shall be entitled to collect the amount of such Offeror's Bid Guaranty as Liquidated Damages, not as a penalty but in consideration of the mutual release by the City and the Successful Offeror of all claims arising from the City's issuance of the Notice of Award and the Successful Offeror's failure to enter into the Contract and the costs to award the Contract to any other Offeror, to readvertise, or otherwise dispose of the Work as the City may determine best serves its interest.
- 2.18. Liquidated Damages for Failure to Meet Project Completion Schedule:** Once a construction schedule is set and agreed upon by both Owner and Contractor, as liquidated damages only apply to the construction portion(s) of the Project. if the Contractor does not achieve Final Completion by the required date, whether by neglect, refusal or any other reason, the parties agree and stipulate that the Contractor shall pay liquidated damages to the City for each such day that final completion is late. As provided elsewhere, this provision does not apply for delays caused by the City. The date for Final Completion may be extended in writing by the Owner.

The Contractor agrees that as a part of the consideration for the City's awarding of this Contract liquidated damages in the daily amount of **\$1,000.00**, is reasonable and necessary to pay for the actual damages resulting from such a delay. The parties agree that the real costs and injury to the City for such delay include hard to quantify items such as: added damages for permit/violations from the State (CDPHE - Colorado Department of Public Health and the Environment) due to project delays, additional engineering, inspection and oversight by the City and its agents; additional Contract administration; inability to apply the efforts of those employees to the other Work of the City; perceived inefficiency of the City; citizens having to deal with the construction and the Work, rather than having the benefit of a completed Work, on time; inconvenience to the public; loss of reputation and community standing for the City during times when such things are very important and very difficult to maintain.

The Contractor must complete the Work and achieve final completion included under the Bid Schedule in the number of consecutive calendar days after the City gives its written Notice to Proceed. When the Contractor considers the entire Work ready for its intended use, Contractor shall certify in writing that the Work is substantially complete. In addition to the Work being substantially complete, Final Completion date is the date by which the

Contractor shall have fully completed all clean-up, and all items that were identified by the City in the inspection for final completion. Unless otherwise stated in the Special Conditions, for purposes of this liquidated damages clause, the Work shall not be finished, and the Contract time shall continue to accrue until the City gives its written Final Acceptance.

If the Contractor shall fail to pay said liquidated damages promptly upon demand thereof after having failed to achieve Final Completion on time, the City shall first look to any retainage or other funds from which to pay said liquidated damages; if retainage or other liquid funds are not available to pay said liquidated damages amounts, the Surety on the Contractor's **Performance Bond and Payment Bond shall pay such liquidated damages**. In addition, the City may withhold all, or any part of, such liquidated damages from any payment otherwise due to the Contractor.

Liquidated damages as provided do not include any sums to reimburse the City for extra costs which the City may become obligated to pay on other Contracts which were delayed or extended because of the Firm's **failure to complete the Work** within the Contract Time. Should the City incur additional costs because of delays or extensions to other Contracts resulting from the Contractor's **failure of timely performance**, the Contractor agrees to pay these costs that the City incurs because of the Contractor's **delay**, and these payments are separate from and in addition to any liquidated damages.

The Contractor agrees that the City may use its own forces or hire other parties to obtain Substantial or Final Completion of the Work if the time of completion has elapsed and the Contractor is not diligently pursuing completion. In addition to the Liquidated Damages provided for, the Contractor agrees to reimburse the City for all expenses thus incurred.

- 2.19. Contingency/Force Account:** Contingency/Force Account Work will be authorized by the Owner's Project Manager and is defined as minor expenses to cover miscellaneous or unforeseen expenses related to the Project. The expenses are not included in the Drawings, Specifications, or Scope of Work and are necessary to accomplish the scope of this Contract. Contingency/Force Account Authorization will be directed by the Owner through an approved form. Contingency/Force Account funds are the property of the Owner and any Contingency/Force Account funds not required for project completion, shall remain the property of the Owner. Contractor is not entitled to any Contingency/Force Account funds that are not authorized by Owner or Owner's Project Manager.
- 2.20. Claims for Additional Cost or Time:** If the Contractor wishes to make a claim for an increase in the Contract sum or an extension in the Contract time, it shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with the regulations on safety. No such claim shall be valid unless so made. Any change in the Contract sum or Contract time resulting from such claim shall be authorized by Change Order.
- 2.21. Field Orders:** The Owner may issue written Field Orders which interpret the Contract Documents in accordance with the specifications, or which order minor changes in the Work in accordance with the agreement, without change in the Contract sum or time. The Contractor shall carry out such Field Orders promptly.

- 2.22. Progress & Completion:** The Contractor shall begin Work on the date of commencement as defined in the Contract and shall carry the Work forward expeditiously with adequate forces and shall complete it within the Contract time.
- 2.23. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the Work under the Contract Documents. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when the Work is found acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Contractor, of the value of Work performed and materials placed in accordance with the Contract Documents. The Work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional Contractors in the same or similar type of Work in the applicable community. The Work and Services to be performed by the Firm hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.
- 2.24. Protection of Persons & Property:** The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect it from damage, injury, or loss. Contractor shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the Work, or in consequence of the non-execution thereof by the Contractor, it shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.25. Changes in the Work:** The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract sum and the Contract time being adjusted accordingly. All such changes to the Work shall be authorized by Change Order and shall be executed under the applicable conditions of the Contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the Contract sum or the Contract time. The Contract sum and the Contract time may be changed only by Change Order.
- 2.26. Claims for Additional Cost or Time:** If the Contractor wishes to make a claim for an increase in the Contract sum or an extension in the Contract time, it shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with the regulations on safety. No such claim shall be valid unless so made. Any change in the Contract sum or Contract time resulting from such claim shall be authorized by Change Order.

- 2.27. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the Work not involving an adjustment in the Contract sum or an extension of the Contract time and not inconsistent with the intent of the Contract Documents.
- 2.28. Uncovering & Correction of Work:** The Contractor shall promptly correct all Work rejected by the Owner as defective or as failing to conform to the Contract documents whether observed before or after substantial completion and whether or not fabricated installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including the cost of the Owner's additional services thereby made necessary. If within two (2) years after the date of completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any of the Work found to be defective or not in accordance with the Contract Documents, the Firm shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of condition. All such defective or non-conforming Work under the above paragraphs shall be removed from the site where necessary and the Work shall be corrected to comply with the Contract Documents without cost to the Owner. The Contractor shall bear the cost of making good all Work of separate Contractors destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming Work, it may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the payment or Contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.
- 2.29. Acceptance Not Waiver:** The Owner's acceptance or approval of any Work furnished hereunder shall not in any way relieve the Contractor of its present responsibility to maintain the high quality, integrity, and timeliness of its Work. The Owner's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.
- 2.30. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting Contract. All amendments to the Contract shall be made in writing by the Owner.
- 2.31. Assignment:** The Offeror shall not sell, assign, transfer or convey any Contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 2.32. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.33. Debarment/Suspension:** The Contractor hereby certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency. **Offeror shall provide proof of this by submitting a screenshot from <https://SAM.gov> prior to signing of a Contract.**

- 2.34. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the Work to be done or information that comes to the attention of the Offeror during the course of performing such Work is to be kept strictly confidential.
- 2.35. Conflict of Interest:** No public official and/or Owner employee shall have interest in any Contract resulting from this RFP.
- 2.36. Contract:** This Request for Proposal submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a Contract equally binding between the Owner 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, including the Proposal documents. The Contract may be amended or modified with Change Orders, Field Orders, or Amendment.
- 2.37. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the Work proposed or performed by the Contractor. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Work.
- 2.38. Contract Termination:** This Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Work; (3) acceptance of Work or, (4) 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 at least thirty days past notification.
- 2.39. Employment Discrimination:** During the performance of any Work per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.39.1.** The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status 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.
- 2.39.2.** The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.
- 2.39.3.** 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.
- 2.40. Affirmative Action:** In executing a Contract with the City, the Contractor agrees to comply with Affirmative Action and Equal Employment Opportunity regulations presented in the General Contract Conditions.
- 2.41. 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 personnel without authorization or otherwise violate the provisions of the Federal

Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et seq.*

- 2.42. Ethics:** The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.43. Failure to Deliver:** In the event of failure of the Offeror to deliver the Work in accordance with the Contract terms and conditions, the Owner, after due oral or written notice, may procure the Work from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.44. 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 at any time in accordance with its terms.
- 2.45. Force Majeure:** The Contractor 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 Contractor, unless otherwise specified in the Contract.
- 2.46. Indemnification:** 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, Sub-Contractor or supplier in the execution of, or performance under, any Contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.47. Independent Firm:** The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall at no time be legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the Contract payments to the Firm, any federal or state unemployment taxes, federal or state income taxes, Social Security Tax, or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.48. Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.

- 2.49. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner. All drawings, specifications, copies, and information furnished by the Owner are, and shall remain, Owner property.
- 2.50. 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.
- 2.51. 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 RFP.
- 2.52. Remedies:** The Offeror and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.53. Venue:** Any agreement as a result of responding to this RFP 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.
- 2.54. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and cannot be charged to the Owner.
- 2.55. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.56. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. Any Contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.57. Collusion Clause:** Each Offeror, by submitting a proposal, 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 proposals shall be rejected if there is evidence or reason for believing that collusion exists among the Offerors. The Owner may or may not, at the discretion of the Owner Purchasing Agent, accept future proposals for the same service or commodities for participants in such collusion.
- 2.58. Gratuities:** The Contractor certifies and agrees that no gratuities or kickbacks were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Contractor breaches or violates this warranty, the Owner may, at its discretion, terminate this Contract without liability to the Owner.

- 2.59. Safety Warranty:** Offeror warrants that the services performed shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970.
- 2.60. Performance of the Contract:** The Owner reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of the resulting Contract award.
- 2.61. Benefit Claims:** The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.62. Default:** The Owner reserves the right to terminate the Contract in the event the Contractor fails to meet delivery or completion schedules, or otherwise performs in accordance with the accepted proposal. Breach of Contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Offeror.
- 2.63. Multiple Offers:** If said Offeror chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make an award in the best interest of the Owner.
- 2.64. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant Contract award with the agreement of the successful Offeror and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions, and pricings established in this Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for its jurisdiction. Other participating entities will place its own awards on its respective Purchase Orders through its purchasing office or use its purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on its solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate its specific delivery and invoicing instructions.
- 2.65. Definitions:**
- 2.65.1.** "Contractor" refers to the person, partnership, firm, or corporation entering into an Agreement with the Owner for the services required and the legal representatives of said party or the agent appointed to act for said party in the performance of the service(s) contracted for.
- 2.65.2.** "Offeror" refers to the person or persons legally authorized by the Contractor to make an offer and/or submit a bid (fee) proposal in response to the Owner's RFP.
- 2.65.3.** The term "Work" and/or "Service" includes all labor necessary to produce the requirements by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.
- 2.65.4.** "Owner" is the City of Grand Junction, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or its authorized representative. The Owner shall, at all times, have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize itself

generally with the progress and quality of Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Based on such observations and the Contractor's **Application for Payment**, the Owner will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts as provided in the Contract. The Owner will have authority to reject Work which does not conform to the Contract Documents. Whenever, in its reasonable opinion, it considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, it will have authority to require the Contractor to stop the Work or any portion, or to require special inspection or testing of the Work, whether or not such Work can then be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Contractor, and Sub-Contractor, or any of its agents or employees, or any other persons performing any of the Work.

2.65.5. "Sub-Contractor" is a person or organization who has a direct Contract with the Contractor to perform any of the Work at the site. The term Sub-Contractor is referred to throughout the Contract documents and means a Sub-Contractor or its authorized representative.

2.66. Public Disclosure Record: If the Offeror has knowledge of its employee(s) or sub-Offeror(s) having an immediate family relationship with an Owner employee or elected official, the Offeror must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.

2.67. Keep Jobs in Colorado Act: Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the Work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion and shall include evidence demonstrating the insufficiency and undue burden in its response.

Unless expressly granted a waiver by the Owner pursuant to C.R.S. §8-17-101(1), Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a).

"Public Project" is defined as:

- (a) any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of such projects.
- (b) for which appropriate or expenditure of moneys may be reasonably expected to be \$500,000.00 or more in the aggregate for any fiscal year except any project that receives federal moneys.
- (c)

SECTION 3.0: INSURANCE REQUIREMENTS
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3.1 Insurance Requirements: The selected Contractor agrees to procure and maintain, at its own cost, insurance policies sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to the Contract. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Contract by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Contractor shall procure and maintain and, if applicable, shall cause any Sub-Contractor of the Contractor to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to the Contract. 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 in the Special Conditions:

(a) **Worker Compensation:** Contractor shall comply with all State of Colorado Laws, Rules, and Regulations concerning Workers' Compensation insurance coverage.

(b) **General Liability insurance with minimum combined single 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, products and completed 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 interest provision.

(c) **Comprehensive Automobile Liability insurance with minimum combined single 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 Contractor's owned, hired, or non-owned vehicles assigned to be used in performance of the Services. The policy shall contain a severability of interest provision.

(d) **Professional Liability & Errors and Omissions Insurance policy with a minimum of:**

ONE MILLION DOLLARS (\$1,000,000) per claim

This policy shall provide coverage to protect the City against liability incurred as a result of the professional services performed as a result of responding to this Solicitation and Contract.

(e) **Builder's Risk Insurance** with minimum combined single limits of:

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

- 3.2 Additional Insured Endorsement:** The policies required by paragraphs (b), and (c) above shall be endorsed to include the City of Grand Junction, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insureds. Every required policy 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 Contractor. The Contractor shall be solely responsible for any deductible losses under any policy required above.

SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

4.1 General/Background: The City is accepting proposals for the purchase and installation of a turnkey solar photo-voltaic panel system on the roof of City Hall. Grand Junction City Hall has approximately 26,000 square feet of roof space minus existing equipment and other structures. The second-floor roof is comprised of 60 mil TPO over poly-iso insulation on 3.5 inches of concrete on a steel deck. The first-floor roof is comprised of 60 mil TPO over poly iso insulation on a steel deck.

4.2 Budget: (Grants) The total budget for this Project is estimated at approximately \$542,190.00 of which approximately \$129,430.00 is from a federal grant.

4.4 Special Conditions/Provisions:

4.4.1 Federal Grant Requirements: When installing the equipment, the Offeror must agree to follow certain national policies including the National Environmental Policy Act (NEPA) and the Davis Bacon Act. Offeror must agree that costs include the applicable minimum wage rates required under Executive Order 14026. For all hours performing under this Contract, Offeror must agree that covered workers will be paid at least \$17.20 per hour or the applicable wage rate listed on the attached wage determination attachment. Audits and reviews of this information may be required. The Offeror must agree to provide all necessary information in this case.

4.4.2 Domestic Content Bonus: See Bid Alternate in Cost/Pricing Proposal Form

- The City may pursue the Domestic Content bonus credit for solar facilities that use components that are mined, produced, or manufactured in the United States.
- The Domestic Content Requirement applies to any steel, iron, or manufactured product that is a component of an applicable project.
- Adjusted Percentage Rule: Manufactured products that are components of a qualified facility upon completion of construction shall be deemed to have been produced in the United States if not less than 40% of the total costs of all such manufactured products of such facility are attributable to manufactured products (including components) which are mined, produced, or manufactured in the United States.

4.4.3 Optional Pre-Proposal Site Meeting: Interested Offerors are strongly encouraged to attend a pre-proposal meeting on Thursday, May 23, 2024, at 11:00 AM in the City Hall Auditorium located at 250 N. 5th St in Grand Junction. The purpose of the pre-proposal meeting will be to clarify the contents of this Request for Proposal (RFP). Nothing stated during the site visit meeting will modify the Solicitation. Only information provided in an addendum will modify the Solicitation.

4.4.4 Term of Contract: By submitting a response to this RFP, the Offeror agrees and understands that payments pursuant to this Contract are subject to and contingent upon the continuing availability of funds for the purposes herein. If such funds become unavailable, the Council may terminate all or part of this Contract immediately without further liability.

4.4.5 Pricing/Fees: 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), all design related services, travel, mobilization costs, fuel, set-up and take down costs, and full time inspection costs, general conditions, 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.

All fees will be considered by the Owner to be negotiable.

4.5 Scope of Services/Work: The City of Grand Junction is accepting proposals for the purchase and installation of a turnkey solar photo-voltaic panel system on the roof of City Hall located at 250 N. 5th St, Grand Junction, CO.

The proposal should be all inclusive of materials, labor, electrical connections, permits, etc. to provide a turnkey system. Contractor is to acquire all necessary permits and approvals for this Project from Xcel Energy.

Grand Junction City Hall has approximately 26,000 square feet of roof space minus existing equipment and other structures. The second-floor roof is comprised of 60 mil TPO over poly-iso insulation on 3.5 inches of concrete on a steel deck. The first-floor roof is comprised of 60 mil TPO over poly iso insulation on a steel deck.

The proposal shall include the following information at a minimum:

- Specify the proposed system size in kW of direct current.
- Provide an aerial view of your solar panel design on the roof of the building.
- Specify the quantity and brand of solar panels proposed to be used and provide specification sheets.
- Specify the quantity and brand of power inverters proposed to be used and provide specification sheets.
- Provide a written description of how the solar panels will be installed on the roof. Mounting type, tilt angle (if any), quantity of roof penetrations (if any), conduit/electrical runs, etc.
- Provide a cost comparison showing current monthly utility cost, estimated new monthly utility cost, and monthly difference.

- Provide the amount and type of tax credits that would be available for this Project.
- Provide the amount and type of energy rebates that would be available for this project over the 20-year project life.
- Provide year by year details showing utility savings, payments, tax benefits, and annual savings over the 20-year project life.
- Provide a chart showing the cumulative annual savings over the 20-year project life.
- Provide an estimated project schedule from Notice to Proceed through completion, detailing a schedule showing lead time for materials and installation time.
- For calculation purposes, use the annual electricity escalation rate of 4.0% over a period of 20 years.

The Contractor shall verify that the existing structure can handle the new loads imposed by the solar panels installed on the roof(s). A structural engineer licensed in the State of Colorado shall provide a stamped letter stating the existing structure has the capacity for the solar panels (based on the current building codes adopted by Mesa County Building Department).

4.6 Attached Documents:

- A: Davis Bacon Act Wage Determination
- B: 12 months of City Hall electricity invoices

4.7 RFP Tentative Time Schedule:

- | | |
|--|------------------------|
| • Request for Proposal available | May 2, 2024 |
| • Optional Pre-Bid Conference Meeting | May 23, 2024, 11:00 AM |
| • Inquiry deadline, no questions after this date | May 31, 2024 |
| • Addendum Posted | June 3, 2024 |
| • Submittal deadline for proposals | June 11, 2024, 2:00 PM |
| • Owner evaluation of proposals | June 12-14, 2024 |
| • Interviews (if required) | June 20-21, 2024 |
| • Final selection | June 24, 2024 |
| • City Council Approval | July 3, 2024 |
| • Contract execution | Upon Notice to Proceed |
| • Project Completion | TBD |

4.8 Questions Regarding Scope of Services:

Dolly Daniels., Senior Purchasing Agent
dollyd@gjcity.org

SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS
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Submission: Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (www.bidnetdirect.com/colorado). This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.) Please view our "Electronic Vendor Registration Guide" at <https://co-grandjunction.civicplus.com/501/Purchasing-Bids> for details. (Purchasing Agent does not have access or control of the Offeror side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline **800-835-4603**). For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 "Preparation and Submittal of Proposals." Offerors are required to indicate its interest in this Project, show its specific experience and address its capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the Owner requires that proposals be formatted **A to J, in response to the following:**

- A. Cover Letter:** Cover letter shall be provided which explains the Offeror's interest in the Project. The letter shall contain the name/address/phone number/email of the person who will serve as the Offeror's principal contact person and shall identify individual(s) who will be authorized to make presentations on behalf of the Offeror. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the Offeror. By submitting a response to this solicitation, the Offeror agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Offerors shall provide its qualifications (to include specifics to Solar Panel Installation) for consideration as a Contract provider to the City of Grand Junction and include prior experience in similar projects. In addition to Section 4.4 Scope of Services, Offerors shall also provide the following information with its proposal submittal:
- Information provided shall include but is not limited to:
 - Organizational chart of company and/or project team
 - Identification of key personnel
 - Professional qualifications, resumes and functions of personnel who will be assigned to the Project.
 - Specific related Project experience of personnel
 - Personnel availability and time commitment proposed to meet the Project schedule.

Key personnel will be committed to this Project and can only be changed by approval of the City.

Provide a summary of key personnel experience information. List the most recent projects first. Include Project owner and contact reference, Project location, scope of Project, construction cost, project duration and completion date. Additional discussion of Key Personnel experience can be provided as a narrative in the RFP.

Discuss experience of the key personnel Working together on past similar projects. List previous projects and roles of the key personnel. Provide client references and resumes of key personnel including:

Discuss goals and challenges on previous Projects that the team was involved in and how goals were met, and challenges were addressed by key personnel.

C. Strategy and Implementation Plan: Describe the Contractor's interpretation of the Owner's objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. Provide examples of control systems proposed to use in the execution of this project:

- Cost control
- Schedule control
- Quality Control

The Offeror may utilize a written narrative or any other printed technique to demonstrate its ability to satisfy the Scope of Work. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished. Include a **time schedule** for completion of Contractor's implementation plan and an estimate of time commitments from Owner.

D. Current and Anticipated Workload: Describe the Contractor's current workload and expectations in coordinating the Contractor's current projects, anticipated projects, and this project.

E. Capability/Performance: Provide brief project descriptions and histories that delineate the Contractor's ability for at least three (3) projects completed in the past five years with a similar size, scope, and delivery method to this project. Provide as a minimum:

- Project description
- Project budget
- Total dollar amount of change orders (exclusive of change of scope change orders)
- Completed project cost inclusive of all change orders, final contractor fees, and general conditions
- Special or unique conditions, systems, characteristics, etc., including work that was fast tracked to meet an expedited schedule
- Owner's representative name and contact information

F. Bonding Capacity: Provide proof of bonding capacity for this Project along with current and anticipated project workloads.

G. References: A minimum of three (3) **references** that can attest to the Contractor's experience in projects of similar scope and size. **Please also summarize the projects completed with these references including** Client Name, Address, Contact Person, Telephone, Email Address, Project Dates, Project Description, Original Project Budget, Final Project Cost, Pictures, and Explanation of variation from original budget to final project cost.

H. Fee Proposal: The construction duration for this project will be determined during the course of design and the development of the "Construction Logistics Plan". Contractor shall submit pricing as follows: Not to Exceed Price inclusive of pre-construction activity and cost of solar panels for this project.

- I. **Additional Data (optional):** Provide any additional information that will aid in evaluation of the Offeror’s qualifications with respect to this Project.
- J. **Financial Statements:** If selected as the Preferred Offeror, Offeror may be required to provide an audited financial statement, as prepared by a certified public accountant, for their prior fiscal year, consisting of a balance sheet, profit and loss statement and such other financial statements as may be appropriate, which shall demonstrate that the Offeror possesses adequate financial ability and stability to enable the Offeror to fulfill its obligations under the terms of this RFP. If requested by the Offeror, such information shall be treated as confidential by the Owner and shall not be subject to public disclosure. These documents must depict the financial status of that entity, subsidiary, division, or subdivision thereof, which will provide services. If the Offeror is a partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. Consolidated balance sheets and profit/loss statements depicting the financial status of a Parent Corporation or joint venture shall not be considered an acceptable response.

SECTION 6.0: EVALUATION CRITERIA AND FACTORS

- 6.1 **Evaluation:** An evaluation team shall review all responses and select the proposal(s) that best demonstrate the capability in all aspects to perform the Scope of Work and possess the integrity and reliability that will ensure full faith and full performance.
- 6.2 **Intent:** Only Offerors who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicates the Offeror’s ability to provide the product and installation.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The Owner reserves the right to reject any and all portions of proposals and take into consideration past performance. The following parameters will be used to evaluate the submittals **(with weighted values)**:

The following collective criteria shall be worth 80%
<ul style="list-style-type: none"> • Responsiveness of Submittal to the RFP (10) (Contractor has submitted a proposal that is fully comprehensive, inclusive, and conforms in all respects to the Request for Proposals (RFP) and all of its requirements, including all forms and substance.) • Understanding of the Project and Objectives (20) (Contractor’s ability to demonstrate a thorough understanding of the City’s goals pertaining to this specific project.) • Experience (25) (Contractor’s proven proficiency in the successful completion of similar projects.) • Strategy & Implementation Plan (25) (Contractor has provided a clear interpretation of the City’s objectives in regard to the project (to include Item H of Section 5), and a fully comprehensive plan to achieve successful completion. See section 5.0 C. Strategy and Implementation Plan for details.)

The following criteria shall be worth 20%
* Fees (20)

Owner reserves the right to take into consideration past performance of previous awards/contracts with the Owner of any Contractor, or service provider in determining a final award(s), if any.

The Owner may undertake negotiations with the top-rated Offeror and will not negotiate with lower rated Offerors unless negotiations with higher rated Offerors have been unsuccessful and terminated.

- 6.3 Oral Interviews:** The Owner reserves the right to invite the most qualified rated Offeror(s) to participate in oral interviews, if needed.
- 6.4 Award:** Offerors shall be ranked or disqualified based on the criteria listed in Section 6.2. The Owner reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the Project Contractor.

SECTION 7.0: SOLICITATION RESPONSE FORM

RFP-5435-24-DD

"Purchase and Installation of Solar Panels for City Hall"

Offeror must submit the entire Form completed, dated, and signed.

Bid Date: _____

Company Submitting Offer: _____

Name of Authorized Agent: _____

Email: _____

Telephone: _____ **Address:** _____

City: _____ **State:** _____ **Zip:** _____

The undersigned Bidder, in compliance with the Request for Proposals, having examined the Instruction to Bidders, General Contract Conditions, Statement of Work, Specifications, and any and all Addenda thereto, having investigated the location of, and conditions affecting the proposed work, hereby proposes to furnish all labor, materials and supplies, and to perform all work for the Project in accordance with Contract Documents, within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Solicitation Response Form is a part.

The undersigned Contractor does hereby declare and stipulate that this offer is made in good faith without collusion or connection to any person(s) providing an offer for the same work, and that it is made in pursuance of, and subject to, all terms and conditions of Solicitation Documents, all of which have been examined by the undersigned.

The Contractor also agrees that if awarded the Contract, to provide insurance certificates within ten (10) working days of the date of Notification of Award. Submittal of this offer will be taken by the Owner as a binding covenant that the Contractor will be prepared to complete the project in its entirety.

The Owner reserves the right to make the award on the basis of the offer deemed most favorable, to waive any formalities or technicalities and to reject any or all offers. It is further agreed that this offer may not be withdrawn for a period of sixty (60) calendar days after closing time. Submission of clarifications and revised offers automatically establish a new thirty-day (30) period.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal 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 proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they 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. 98-903544. 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.

RECEIPT OF ADDENDA: the undersigned Firm 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: _____

Authorized Signature: _____ **Date:** _____

Title: _____

COST/PRICING PROPOSAL FORM

RFP-5435-24-DD "Purchase and Installation of Solar Panels at City Hall"

Date: _____

1. Cost of Solar Panels and Inverters \$ _____

2. Installation Costs \$ _____

Total Project Cost (Not to Exceed) \$ _____

Total Not to Exceed Project Cost Written:

_____ dollars

Bid Alternate:

Domestic Content Bonus:

- The City may pursue the Domestic Content bonus credit for solar facilities that use components that are mined, produced, or manufactured in the United States.
- The Domestic Content Requirement applies to any steel, iron, or manufactured product that is a component of an applicable project.
- Adjusted Percentage Rule: Manufactured products that are components of a qualified facility upon completion of construction shall be deemed to have been produced in the United States if not less than 40% of the total costs of all such manufactured products of such facility are attributable to manufactured products (including components) which are mined, produced, or manufactured in the United States.

1. Cost of Solar Panels and Inverters \$ _____

2. Installation Costs \$ _____

Total (Bid Alternate) Project Cost (Not to Exceed) \$ _____

Total (Bid Alternate) Not to Exceed Project Cost Written:

_____ dollars

Company: _____

Authorized Signature: _____

Title: _____

"General Decision Number: C020240025 01/05/2024

Superseded General Decision Number: C020230025

State: Colorado

Construction Type: Building

County: Mesa County in Colorado.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
 0 01/05/2024

ENGI0009-017 05/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane)		
141 tons and over.....	\$ 38.63	14.25
50 tons and under.....	\$ 34.77	14.25
51 to 90 tons.....	\$ 35.07	14.25
91 to 140 tons.....	\$ 36.27	14.25

IRON0024-009 11/01/2023

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 37.23	12.50

IRON0024-010 11/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 37.23	12.50

PAIN0079-009 08/01/2022

	Rates	Fringes
PAINTER (Spray).....	\$ 25.11	10.95

PLUM0003-009 06/01/2023

	Rates	Fringes
PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation).....	\$ 42.98	19.77

PLUM0208-009 06/01/2023

	Rates	Fringes
PIPEFITTER, Excludes HVAC Duct, Pipe and Unit Installation.....	\$ 41.50	21.90

SHEE0009-006 07/01/2023

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct and Unit Installation; Excludes HVAC Pipe Installation).....	\$ 38.47	20.83

SUC02013-011 07/31/2015

	Rates	Fringes
BRICKLAYER.....	\$ 21.96	0.00
CARPENTER.....	\$ 20.53	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 21.44	10.23
ELECTRICIAN.....	\$ 25.63	9.51

INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 20.49	3.85
LABORER: Common or General.....	\$ 13.25 **	0.00
LABORER: Mason Tender - Brick...	\$ 15.99 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 16.00 **	0.00
LABORER: Pipelayer.....	\$ 16.96 **	3.68
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 20.78	5.78
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 18.58	2.42
OPERATOR: Grader/Blade.....	\$ 21.50	0.00
PAINTER (Brush and Roller).....	\$ 19.56	2.05
PIPEFITTER (HVAC Pipe Installation Only).....	\$ 24.26	10.66
ROOFER.....	\$ 16.18 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 17.34	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in

the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====
END OF GENERAL DECISION"



XCEL ENERGY
 P O BOX 9477
 MINNEAPOLIS , MN 554849477

Invoice Purpose	Invoice Type	Due Date	Account #	Amount Due
Original	Product/Service Bill	10/18/2022	5312950026	7379.99

Bill To
 CITY OF GRAND JCT-FACILITIES
 ATTN: JIM STAVAST
 333 WEST AVE UNIT B
 GRAND JUNCTION , CO 815015826

Service Address
 CITY OF GRAND JCT-FACILITIES
 CITY HALL 250 N 5TH ST
 GRAND JUNCTION , CO 815012628

Account Activity

Date of Bill	09/27/2022	Previous Balance	\$7318.22
Premise Number	300090848	Total Amount of Payments	\$-7318.22
		Balance Forward	\$0.00
		+ Current Bill	\$7379.99
		Current Balance	\$7379.99

Electric Service - Account Summary

Invoice Number	5312950026220927		Secondary General -- 59840 Kwh X 0.007910	\$473.33
Premise Number			Gen & Transm Demand -- 165 Kw X 15.150000	\$2499.75
Meter No.	0000W31580T		Service & Facility	\$41.13
Rate	SG (SECONDARY GENERAL)		Trans Cost Adj -- 165 Kw X 0.250000	\$41.25
Current Reading	3155	Actual 09/27/2022	Elec Commodity Adj -- 59840 Kwh X 0.033820	\$2023.79
Previous Reading	2781	Actual 08/26/2022	Distribution Demand -- 165 Kw X 6.170000	\$1018.05
Measured Usage	374.0		Demand Side Mgmt Cost -- 165 Kw X 0.420000	\$69.30
Multiplier	160.0000		Purch Cap Cost Adj -- 165 Kw X 1.000000	\$165.00
KWH Used	59840		Renew. Energy Std Adj -- 6969.03 Each X 0.010000	\$69.69
Contributing Demand	165.28		Colo Energy Plan Adj -- 6969.03 Kwh X 0.010000	\$69.69
Measured Demand	165.28		Grsa -- 4032.26 Kwh X 0.109000	\$439.51
Billed Demand	165.00		Grsa E -- 59840 Kwh X 0.003230	\$193.28
Billed Demand	165.00		Trans Elec Plan -- 25.78 Kw X 0.180000	\$4.64
			Egcr -- 59840 Kwh X 0.004530	\$271.08
			Energy Assistance Ch	\$0.50
			Subtotal	\$7379.99

Summary Charges

No Summary Charges Provided



XCEL ENERGY
 P O BOX 9477
 MINNEAPOLIS , MN 554849477

Invoice Purpose	Invoice Type	Due Date	Account #	Amount Due
Original	Product/Service Bill	11/16/2022	5312950026	5739.45

Bill To
 CITY OF GRAND JCT-FACILITIES
 ATTN: JIM STAVAST
 333 WEST AVE UNIT B
 GRAND JUNCTION , CO 815015826

Service Address
 CITY OF GRAND JCT-FACILITIES
 CITY HALL 250 N 5TH ST
 GRAND JUNCTION , CO 815012628

Account Activity

Date of Bill	10/26/2022	Previous Balance	\$7379.99
Premise Number	300090848	Total Amount of Payments	\$-7379.99
		Balance Forward	\$0.00
		+ Current Bill	\$5739.45
		Current Balance	\$5739.45

Electric Service - Account Summary

Invoice Number	5312950026221026	Secondary General -- 51360 Kwh X 0.007910	\$406.26
Premise Number		Gen & Transm Demand -- 14.79 Kw X 15.150000	\$224.07
Meter No.	0000W31580T	Gen & Transm Demand -- 128.21 Kw X 9.090000	\$1165.43
Rate	SG (SECONDARY GENERAL)	Service & Facility	\$41.13
Current Reading	3476 Actual 10/26/2022	Trans Cost Adj -- 143 Kw X 0.250000	\$35.75
Previous Reading	3155 Actual 09/27/2022	Elec Commodity Adj -- 5313.1 Kwh X 0.033820	\$179.69
Measured Usage	321.0	Elec Commodity Adj -- 46046.9 Kwh X 0.039050	\$1798.13
Multiplier	160.0000	Distribution Demand -- 143 Kw X 6.170000	\$882.31
KWH Used	51360	Demand Side Mgmt Cost -- 143 Kw X 0.420000	\$60.06
Contributing Demand	142.56	Purch Cap Cost Adj -- 143 Kw X 1.000000	\$143.00
Measured Demand	142.56	Renew. Energy Std Adj -- 5398.11 Each X 0.010000	\$53.98
Billed Demand	143.00	Colo Energy Plan Adj -- 5398.11 Kwh X 0.010000	\$53.98
Billed Demand	143.00	Grsa -- 2719.2 Kwh X 0.109000	\$296.39
		Grsa E -- 51360 Kwh X 0.003230	\$165.89
		Egcr -- 51360 Kwh X 0.004530	\$232.66
		Energy Assistance Ch	\$0.67
		Energy Assistance Ch	\$0.05
		Subtotal	\$5739.45

Summary Charges

No Summary Charges Provided



XCEL ENERGY
 P O BOX 9477
 MINNEAPOLIS , MN 554849477

Invoice Purpose Original	Invoice Type Product/Service Bill	Due Date 12/14/2022	Account # 5312950026	Amount Due 4912.41
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Bill To
 CITY OF GRAND JCT-FACILITIES
 ATTN: JIM STAVAST
 333 WEST AVE UNIT B
 GRAND JUNCTION , CO 815015826

Service Address
 CITY OF GRAND JCT-FACILITIES
 CITY HALL 250 N 5TH ST
 GRAND JUNCTION , CO 815012628

Account Activity

Date of Bill	11/23/2022	Previous Balance	\$5739.45
Premise Number	300090848	Total Amount of Payments	\$-5739.45
		Balance Forward	\$0.00
		+ Current Bill	\$4912.41
		Current Balance	\$4912.41

Electric Service - Account Summary

Invoice Number	5312950026221123	Secondary General -- 46080 Kwh X 0.007910	\$364.49
Premise Number		Gen & Transm Demand -- 119 Kw X 9.090000	\$1081.71
Meter No.	0000W31580T	Service & Facility	\$41.13
Rate	SG (SECONDARY GENERAL)	Trans Cost Adj -- 119 Kw X 0.250000	\$29.75
Current Reading	3764 Actual	Elec Commodity Adj -- 46080 Kwh X 0.039050	\$1799.42
Previous Reading	3476 Actual	11/23/2022	
Measured Usage	288.0	10/26/2022	
Multiplier	160.0000	Distribution Demand -- 119 Kw X 6.170000	\$734.23
KWH Used	46080	Demand Side Mgmt Cost -- 119 Kw X 0.420000	\$49.98
Contributing Demand	119.04	Purch Cap Cost Adj -- 119 Kw X 1.000000	\$119.00
Measured Demand	119.04	Renew. Energy Std Adj -- 4610.7 Each X 0.010000	\$46.11
Billed Demand	119.00	Colo Energy Plan Adj -- 4610.7 Kwh X 0.010000	\$46.11
Billed Demand	119.00	Grsa -- 2221.56 Kwh X 0.109000	\$242.15
		Grsa E -- 46080 Kwh X 0.003230	\$148.84
		Egrr -- 46080 Kwh X 0.004530	\$208.74
		Energy Assistance Ch	\$0.75
		Subtotal	\$4912.41

Summary Charges

No Summary Charges Provided



XCEL ENERGY
 P O BOX 9477
 MINNEAPOLIS , MN 554849477

Invoice Purpose	Invoice Type	Due Date	Account #	Amount Due
Original	Product/Service Bill	01/20/2023	5312950026	5190.29

Bill To
 CITY OF GRAND JCT-FACILITIES
 ATTN: JIM STAVAST
 333 WEST AVE UNIT B
 GRAND JUNCTION , CO 815015826

Service Address
 CITY OF GRAND JCT-FACILITIES
 CITY HALL 250 N 5TH ST
 GRAND JUNCTION , CO 815012628

Account Activity

Date of Bill	12/29/2022	Previous Balance	\$4912.41
Premise Number	300090848	Total Amount of Payments	\$-4912.41
		Balance Forward	\$0.00
		+ Current Bill	\$5190.29
		Current Balance	\$5190.29

Electric Service - Account Summary

Invoice Number	5312950026221229	Secondary General -- 55680 Kwh X 0.007910	\$440.43
Premise Number		Gen & Transm Demand -- 105 Kw X 9.090000	\$954.45
Meter No.	0000W31580T	Service & Facility	\$41.13
Rate	SG (SECONDARY GENERAL)	Trans Cost Adj -- 105 Kw X 0.250000	\$26.25
Current Reading	4112 Actual 12/29/2022	Elec Commodity Adj -- 55680 Kwh X 0.039050	\$2174.30
Previous Reading	3764 Actual 11/23/2022	Distribution Demand -- 105 Kw X 6.170000	\$647.85
Measured Usage	348.0	Demand Side Mgmt Cost -- 105 Kw X 0.420000	\$44.10
Multiplier	160.0000	Purch Cap Cost Adj -- 105 Kw X 1.000000	\$105.00
KWH Used	55680	Renew. Energy Std Adj -- 4840.51 Each X 0.010000	\$48.40
Contributing Demand	104.96	Colo Energy Plan Adj -- 4840.51 Kwh X 0.010000	\$48.40
Measured Demand	104.96	Grsa -- 2083.86 Kwh X 0.109000	\$227.15
Billed Demand	105.00	Grsa E -- 55680 Kwh X 0.003230	\$179.85
Billed Demand	105.00	Egrr -- 55680 Kwh X 0.004530	\$252.23
		Energy Assistance Ch	\$0.75
		Subtotal	\$5190.29

Summary Charges

No Summary Charges Provided



XCEL ENERGY
 P O BOX 9477
 MINNEAPOLIS , MN 554849477

Invoice Purpose	Invoice Type	Due Date	Account #	Amount Due
Original	Product/Service Bill	02/17/2023	5312950026	4890.62

Bill To
 CITY OF GRAND JCT-FACILITIES
 ATTN: JIM STAVAST
 333 WEST AVE UNIT B
 GRAND JUNCTION , CO 815015826

Service Address
 CITY OF GRAND JCT-FACILITIES
 CITY HALL 250 N 5TH ST
 GRAND JUNCTION , CO 815012628

Account Activity

Date of Bill	01/30/2023	Previous Balance	\$5190.29
Premise Number	300090848	Total Amount of Payments	\$-5190.29
		Balance Forward	\$0.00
		+ Current Bill	\$4890.62
		Current Balance	\$4890.62

Electric Service - Account Summary

Invoice Number	5312950026230130		Secondary General -- 46720 Kwh X 0.007910	\$369.56
Premise Number			Gen & Transm Demand -- 120 Kw X 9.090000	\$1090.80
Meter No.	0000W31580T		Service & Facility	\$41.13
Rate	SG (SECONDARY GENERAL)		Trans Cost Adj -- 120 Kw X 0.250000	\$30.00
Current Reading	4404	Actual 01/30/2023	Elec Commodity Adj -- 2920 Kwh X 0.039050	\$114.03
Previous Reading	4112	Actual 12/29/2022	Elec Commodity Adj -- 43800 Kwh X 0.037120	\$1625.86
Measured Usage	292.0		Distribution Demand -- 120 Kw X 6.170000	\$740.40
Multiplier	160.0000		Demand Side Mgmt Cost -- 112.5 Kw X 0.490000	\$55.13
KWH Used	46720		Demand Side Mgmt Cost -- 7.5 Kw X 0.420000	\$3.15
Contributing Demand	120.32		Purch Cap Cost Adj -- 7.5 Kw X 1.000000	\$7.50
Measured Demand	120.32		Purch Cap Cost Adj -- 112.5 Kw X 0.930000	\$104.63
Billed Demand	120.00		Renew. Energy Std Adj -- 4586.51 Each X 0.009999	\$45.86
Billed Demand	120.00		Colo Energy Plan Adj -- 4586.51 Kwh X 0.010000	\$45.86
			Grsa -- 2241.91 Kwh X 0.111530	\$250.04
			Grsa E -- 46720 Kwh X 0.003230	\$150.90
			Trans Elec Plan -- 112.5 Kw X 0.030000	\$3.38
			Egrr -- 46720 Kwh X 0.004530	\$211.64
			Energy Assistance Ch	\$0.75
			Subtotal	\$4890.62

Summary Charges

No Summary Charges Provided



XCEL ENERGY
 P O BOX 9477
 MINNEAPOLIS , MN 554849477

Invoice Purpose	Invoice Type	Due Date	Account #	Amount Due
Original	Product/Service Bill	04/20/2023	5312950026	4367.07

Bill To
 CITY OF GRAND JCT-FACILITIES
 ATTN: JIM STAVAST
 333 WEST AVE UNIT B
 GRAND JUNCTION , CO 815015826

Service Address
 CITY OF GRAND JCT-FACILITIES
 CITY HALL 250 N 5TH ST
 GRAND JUNCTION , CO 815012628

Account Activity

Date of Bill	03/31/2023	Previous Balance	\$4894.69
Premise Number	300090848	Total Amount of Payments	\$-4894.69
		Balance Forward	\$0.00
		+ Current Bill	\$4367.07
		Current Balance	\$4367.07

Electric Service - Account Summary

Invoice Number	5312950026230331		Secondary General -- 46080 Kwh X 0.007910	\$364.49
Premise Number			Gen & Transm Demand -- 103 Kw X 9.090000	\$936.27
Meter No.	0000W31580T		Service & Facility	\$41.13
Rate	SG (SECONDARY GENERAL)		Trans Cost Adj -- 103 Kw X 0.250000	\$25.75
Current Reading	4995	Actual 03/31/2023	Elec Commodity Adj -- 46080 Kwh X 0.033720	\$1553.82
Previous Reading	4707	Actual 03/02/2023	Distribution Demand -- 103 Kw X 6.170000	\$635.51
Measured Usage	288.0		Demand Side Mgmt Cost -- 103 Kw X 0.490000	\$50.47
Multiplier	160.0000		Purch Cap Cost Adj -- 103 Kw X 0.930000	\$95.79
KWH Used	46080		Renew. Energy Std Adj -- 4076.03 Each X 0.010000	\$40.77
Contributing Demand	103.04		Colo Energy Plan Adj -- 4076.03 Kwh X 0.010000	\$40.77
Measured Demand	103.04		Grsa -- 1977.4 Kwh X 0.111700	\$220.88
Billed Demand	103.00		Grsa E -- 46080 Kwh X 0.003230	\$148.84
Billed Demand	103.00		Trans Elec Plan -- 103 Kw X 0.030000	\$3.09
			Egcr -- 46080 Kwh X 0.004530	\$208.74
			Energy Assistance Ch	\$0.75
			Subtotal	\$4367.07

Summary Charges

No Summary Charges Provided



XCEL ENERGY
 P O BOX 9477
 MINNEAPOLIS , MN 554849477

Invoice Purpose	Invoice Type	Due Date	Account #	Amount Due
Original	Product/Service Bill	04/20/2023	5312950026	4367.07

Bill To
 CITY OF GRAND JCT-FACILITIES
 ATTN: JIM STAVAST
 333 WEST AVE UNIT B
 GRAND JUNCTION , CO 815015826

Service Address
 CITY OF GRAND JCT-FACILITIES
 CITY HALL 250 N 5TH ST
 GRAND JUNCTION , CO 815012628

Account Activity

Date of Bill	03/31/2023	Previous Balance	\$4894.69
Premise Number	300090848	Total Amount of Payments	\$-4894.69
		Balance Forward	\$0.00
		+ Current Bill	\$4367.07
		Current Balance	\$4367.07

Electric Service - Account Summary

Invoice Number	5312950026230331	Secondary General -- 46080 Kwh X 0.007910	\$364.49
Premise Number		Gen & Transm Demand -- 103 Kw X 9.090000	\$936.27
Meter No.	0000W31580T	Service & Facility	\$41.13
Rate	SG (SECONDARY GENERAL)	Trans Cost Adj -- 103 Kw X 0.250000	\$25.75
Current Reading	4995 Actual 03/31/2023	Elec Commodity Adj -- 46080 Kwh X 0.033720	\$1553.82
Previous Reading	4707 Actual 03/02/2023	Distribution Demand -- 103 Kw X 6.170000	\$635.51
Measured Usage	288.0	Demand Side Mgmt Cost -- 103 Kw X 0.490000	\$50.47
Multiplier	160.0000	Purch Cap Cost Adj -- 103 Kw X 0.930000	\$95.79
KWH Used	46080	Renew. Energy Std Adj -- 4076.03 Each X 0.010000	\$40.77
Contributing Demand	103.04	Colo Energy Plan Adj -- 4076.03 Kwh X 0.010000	\$40.77
Measured Demand	103.04	Grsa -- 1977.4 Kwh X 0.111700	\$220.88
Billed Demand	103.00	Grsa E -- 46080 Kwh X 0.003230	\$148.84
Billed Demand	103.00	Trans Elec Plan -- 103 Kw X 0.030000	\$3.09
		Egcr -- 46080 Kwh X 0.004530	\$208.74
		Energy Assistance Ch	\$0.75
		Subtotal	\$4367.07

Summary Charges

No Summary Charges Provided



XCEL ENERGY
 P O BOX 9477
 MINNEAPOLIS , MN 554849477

Invoice Purpose	Invoice Type	Due Date	Account #	Amount Due
Original	Product/Service Bill	05/19/2023	5312950026	4754.13

Bill To
 CITY OF GRAND JCT-FACILITIES
 ATTN: JIM STAVAST
 333 WEST AVE UNIT B
 GRAND JUNCTION , CO 815015826

Service Address
 CITY OF GRAND JCT-FACILITIES
 CITY HALL 250 N 5TH ST
 GRAND JUNCTION , CO 815012628

Account Activity

Date of Bill	05/01/2023	Previous Balance	\$4367.07
Premise Number	300090848	Total Amount of Payments	\$-4367.07
		Balance Forward	\$0.00
		+ Current Bill	\$4754.13
		Current Balance	\$4754.13

Electric Service - Account Summary

Invoice Number	5312950026230501		Secondary General -- 45920 Kwh X 0.007910	\$363.23
Premise Number			Gen & Transm Demand -- 126 Kw X 9.090000	\$1145.34
Meter No.	0000W31580T		Service & Facility	\$41.13
Rate	SG (SECONDARY GENERAL)		Trans Cost Adj -- 126 Kw X 0.250000	\$31.50
Current Reading	5282	Actual 04/28/2023	Elec Commodity Adj -- 45920 Kwh X 0.032810	\$1506.64
Previous Reading	4995	Actual 03/31/2023	Distribution Demand -- 126 Kw X 6.170000	\$777.42
Measured Usage	287.0		Demand Side Mgmt Cost -- 126 Kw X 0.490000	\$61.74
Multiplier	160.0000		Purch Cap Cost Adj -- 126 Kw X 0.930000	\$117.18
KWH Used	45920		Renew. Energy Std Adj -- 4456.21 Each X 0.010000	\$44.57
Contributing Demand	125.92		Colo Energy Plan Adj -- 4456.21 Kwh X 0.010000	\$44.57
Measured Demand	125.92		Grsa -- 2327.12 Kwh X 0.111700	\$259.94
Billed Demand	126.00		Grsa E -- 45920 Kwh X 0.003230	\$148.32
Billed Demand	126.00		Trans Elec Plan -- 126 Kw X 0.030000	\$3.78
			Egcr -- 45920 Kwh X 0.004530	\$208.02
			Energy Assistance Ch	\$0.75
			Subtotal	\$4754.13

Summary Charges

No Summary Charges Provided



XCEL ENERGY
 P O BOX 9477
 MINNEAPOLIS , MN 554849477

Invoice Purpose	Invoice Type	Due Date	Account #	Amount Due
Original	Product/Service Bill	06/22/2023	5312950026	5426.89

Bill To
 CITY OF GRAND JCT-FACILITIES
 ATTN: JIM STAVAST
 333 WEST AVE UNIT B
 GRAND JUNCTION , CO 815015826

Service Address
 CITY OF GRAND JCT-FACILITIES
 CITY HALL 250 N 5TH ST
 GRAND JUNCTION , CO 815012628

Account Activity

Date of Bill	06/01/2023	Previous Balance	\$4754.13
Premise Number	300090848	Total Amount of Payments	\$-4754.13
		Balance Forward	\$0.00
		+ Current Bill	\$5426.89
		Current Balance	\$5426.89

Electric Service - Account Summary

Invoice Number	5312950026230601	Secondary General -- 55680 Kwh X 0.007910	\$440.43
Premise Number		Gen & Transm Demand -- 135 Kw X 9.090000	\$1227.15
Meter No.	0000W31580T	Service & Facility	\$50.73
Rate	SG (SECONDARY GENERAL)	Trans Cost Adj -- 135 Kw X 0.250000	\$33.75
Current Reading	5630 Actual 05/30/2023	Elec Commodity Adj -- 55680 Kwh X 0.032810	\$1826.86
Previous Reading	5282 Actual 04/28/2023	Distribution Demand -- 135 Kw X 6.170000	\$832.95
Measured Usage	348.0	Demand Side Mgmt Cost -- 135 Kw X 0.490000	\$66.15
Multiplier	160.0000	Purch Cap Cost Adj -- 135 Kw X 0.930000	\$125.55
KWH Used	55680	Renew. Energy Std Adj -- 5072.44 Each X 0.010001	\$50.73
Contributing Demand	134.56	Colo Energy Plan Adj -- 5072.45 Kwh X 0.010000	\$50.73
Measured Demand	134.56	Grsa -- 2551.27 Kwh X 0.111700	\$284.98
Billed Demand	135.00	Grsa E -- 55680 Kwh X 0.003230	\$179.85
Billed Demand	135.00	Trans Elec Plan -- 135 Kw X 0.030000	\$4.05
		Egcr -- 55680 Kwh X 0.004530	\$252.23
		Energy Assistance Ch	\$0.75
		Subtotal	\$5426.89

Summary Charges

No Summary Charges Provided



XCEL ENERGY
 P O BOX 9477
 MINNEAPOLIS , MN 554849477

Invoice Purpose Original	Invoice Type Product/Service Bill	Due Date 07/20/2023	Account # 5312950026	Amount Due 6505.12
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Bill To
 CITY OF GRAND JCT-FACILITIES
 ATTN: JIM STAVAST
 333 WEST AVE UNIT B
 GRAND JUNCTION , CO 815015826

Service Address
 CITY OF GRAND JCT-FACILITIES
 CITY HALL 250 N 5TH ST
 GRAND JUNCTION , CO 815012628

Account Activity

Date of Bill	06/29/2023	Previous Balance	\$5426.89
Premise Number	300090848	Total Amount of Payments	\$-5426.89
		Balance Forward	\$0.00
		+ Current Bill	\$6505.12
		Current Balance	\$6505.12

Electric Service - Account Summary

Invoice Number	5312950026230629	Secondary General -- 52480 Kwh X 0.007910	\$415.12
Premise Number		Gen & Transm Demand -- 5.1 Kw X 9.090000	\$46.36
Meter No.	0000W31580T	Gen & Transm Demand -- 142.9 Kw X 15.150000	\$2164.94
Rate	SG (SECONDARY GENERAL)	Service & Facility	\$59.21
Current Reading	5958 Actual 06/28/2023	Trans Cost Adj -- 148 Kw X 0.250000	\$37.00
Previous Reading	5630 Actual 05/30/2023	Elec Commodity Adj -- 52480 Kwh X 0.032810	\$1721.87
Measured Usage	328.0	Distribution Demand -- 148 Kw X 6.170000	\$913.16
Multiplier	160.0000	Demand Side Mgmt Cost -- 148 Kw X 0.490000	\$72.52
KWH Used	52480	Purch Cap Cost Adj -- 148 Kw X 0.930000	\$137.64
Contributing Demand	148.32	Renew. Energy Std Adj -- 6143.74 Each X 0.010000	\$61.44
Measured Demand	148.32	Colo Energy Plan Adj -- 6143.74 Kwh X 0.010000	\$61.44
Billed Demand	148.00	Grsa -- 3598.78 Kwh X 0.111700	\$401.99
Billed Demand	148.00	Grsa E -- 52480 Kwh X 0.003230	\$169.51
		Trans Elec Plan -- 148 Kw X 0.030000	\$4.44
		Egcr -- 52480 Kwh X 0.004530	\$237.73
		Energy Assistance Ch	\$0.75
		Subtotal	\$6505.12

Summary Charges

No Summary Charges Provided



XCEL ENERGY
 P O BOX 9477
 MINNEAPOLIS , MN 554849477

Invoice Purpose	Invoice Type	Due Date	Account #	Amount Due
Original	Product/Service Bill	08/18/2023	5312950026	7464.02

Bill To
 CITY OF GRAND JCT-FACILITIES
 ATTN: JIM STAVAST
 333 WEST AVE UNIT B
 GRAND JUNCTION , CO 815015826

Service Address
 CITY OF GRAND JCT-FACILITIES
 CITY HALL 250 N 5TH ST
 GRAND JUNCTION , CO 815012628

Account Activity

Date of Bill	07/31/2023	Previous Balance	\$6505.12
Premise Number	300090848	Total Amount of Payments	\$-6505.12
		Balance Forward	\$0.00
		+ Current Bill	\$7464.02
		Current Balance	\$7464.02

Electric Service - Account Summary

Invoice Number	5312950026230731		Secondary General -- 62240 Kwh X 0.007910	\$492.32
Premise Number			Gen & Transm Demand -- 172 Kw X 15.150000	\$2605.80
Meter No.	0000W31580T		Service & Facility	\$59.21
Rate	SG (SECONDARY GENERAL)		Trans Cost Adj -- 172 Kw X 0.250000	\$43.00
Current Reading	6347	Actual 07/28/2023	Elec Commodity Adj -- 4149.33 Kwh X 0.032810	\$136.14
Previous Reading	5958	Actual 06/28/2023	Elec Commodity Adj -- 58090.67 Kwh X 0.029560	\$1717.16
Measured Usage	389.0		Distribution Demand -- 172 Kw X 6.170000	\$1061.24
Multiplier	160.0000		Demand Side Mgmt Cost -- 11.47 Kw X 0.490000	\$5.62
KWH Used	62240		Demand Side Mgmt Cost -- 160.53 Kw X 0.610000	\$97.92
Contributing Demand	171.68		Purch Cap Cost Adj -- 172 Kw X 0.930000	\$159.96
Measured Demand	171.68		Renew. Energy Std Adj -- 7045.15 Each X 0.010000	\$70.45
Billed Demand	172.00		Colo Energy Plan Adj -- 7045.15 Kwh X 0.010000	\$70.45
Billed Demand	172.00		Grsa -- 4218.57 Kwh X 0.109179	\$460.58
			Grsa E -- 62240 Kwh X 0.003230	\$201.04
			Trans Elec Plan -- 172 Kw X 0.030000	\$5.16
			Egcr -- 62240 Kwh X 0.004530	\$281.95
			Energy Assistance Ch	\$0.75
			Subtotal	\$7468.75

Summary Charges

Quality Of Svc Rwt Credit	\$-4.73
Subtotal	\$-4.73



XCEL ENERGY
 P O BOX 9477
 MINNEAPOLIS , MN 554849477

Invoice Purpose Original	Invoice Type Product/Service Bill	Due Date 09/18/2023	Account # 5312950026	Amount Due 7111.63
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Bill To
 CITY OF GRAND JCT-FACILITIES
 ATTN: JIM STAVAST
 333 WEST AVE UNIT B
 GRAND JUNCTION , CO 815015826

Service Address
 CITY OF GRAND JCT-FACILITIES
 CITY HALL 250 N 5TH ST
 GRAND JUNCTION , CO 815012628

Account Activity

Date of Bill	08/28/2023	Previous Balance	\$7464.02
Premise Number	300090848	Total Amount of Payments	\$-7464.02
		Balance Forward	\$0.00
		+ Current Bill	\$7111.63
		Current Balance	\$7111.63

Electric Service - Account Summary

Invoice Number	5312950026230828	Secondary General -- 59680 Kwh X 0.007910	\$472.07
Premise Number		Gen & Transm Demand -- 162 Kw X 15.150000	\$2454.30
Meter No.	0000W31580T	Service & Facility	\$59.21
Rate	SG (SECONDARY GENERAL)	Trans Cost Adj -- 162 Kw X 0.250000	\$40.50
Current Reading	6720 Actual 08/28/2023	Elec Commodity Adj -- 59680 Kwh X 0.029560	\$1764.14
Previous Reading	6347 Actual 07/28/2023	Distribution Demand -- 162 Kw X 6.170000	\$999.54
Measured Usage	373.0	Demand Side Mgmt Cost -- 162 Kw X 0.610000	\$98.82
Multiplier	160.0000	Purch Cap Cost Adj -- 15.68 Kw X 0.930000	\$14.58
KWH Used	59680	Purch Cap Cost Adj -- 146.32 Kw X 1.170000	\$171.19
Contributing Demand	162.24	Renew. Energy Std Adj -- 6706.37 Each X 0.010000	\$67.08
Measured Demand	162.24	Colo Energy Plan Adj -- 6706.37 Kwh X 0.010000	\$67.08
Billed Demand	162.00	Grsa -- 3985.12 Kwh X 0.109000	\$434.39
Billed Demand	162.00	Grsa E -- 59680 Kwh X 0.003230	\$192.77
		Trans Elec Plan -- 162 Kw X 0.030000	\$4.86
		Egrr -- 59680 Kwh X 0.004530	\$270.35
		Energy Assistance Ch	\$0.75
		Subtotal	\$7111.63

Summary Charges

No Summary Charges Provided



Purchasing Division

ADDENDUM NO. 1

DATE: May 29, 2024
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Purchase and Installation of Solar Panels for City Hall RFP-5435-24-DD

Offerors responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded, and supplemented as to this date as hereinafter described.

Please make note of the following clarifications:

- 1. Question:** Is there a roof plan and electrical design of the existing City Hall roof?
Answer: Yes, See attached for more information.
- 2. Question:** What is this for and does it need to be accommodated during the panel installation?



Answer: This is the antenna stand used for testing antenna arrays. It can be moved to suit panel layout or removed if necessary.

- 3. Question:** Do roof pathways need to be kept clear?
Answer: Yes

4. **Question:** Where is the best access location on the ground floor to get materials and equipment to the roof?

Answer: The alley on the east side is the best location to set up a lift or crane. The contractor will need to obtain a permit from the City to work in the Right-of-way.

5. **Question:** Is the City ok with conduits running on the outside of the building to connect the PV panels on the roof to the electrical room?

Answer: According to the City Hall As-builts, there are three conduits from the main floor mechanical room to the roof for future use. One of these can be used instead of the surface mounted conduit.

The original solicitation for the project noted above is amended as noted. All other conditions of the subject remain the same.

Respectfully,



Dolly Daniels, Senior Buyer
City of Grand Junction, Colorado

CITY OF GRAND JUNCTION CITY HALL

PREPARED FOR:
CITY OF GRAND JUNCTION
250 N. 5TH STREET
GRAND JUNCTION, CO 81501

PREPARED BY:
ROLLAND ENGINEERING
405 RIDGES BLVD.
GRAND JUNCTION, CO 81503

GENERAL NOTES

1. ALL CONVEYORS SHALL BE IN ACCORDANCE WITH THE CITY OF GRAND JUNCTION SPECIFICATIONS AND STANDARDS. THE CITY OF GRAND JUNCTION SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL CONVEYORS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL CONVEYORS.
2. ALL CONVEYOR WORK CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF GRAND JUNCTION SPECIFICATIONS AND STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL CONVEYORS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL CONVEYORS.
3. ALL WARE HOUSE CONSTRUCTION SHALL BE IN ACCORDANCE WITH CITY OF GRAND JUNCTION SPECIFICATIONS AND STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL WARE HOUSES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL WARE HOUSES.
4. ALL WARE HOUSE SHALL BE 6'-0" HIGH.
5. ALL DIMENSIONS ARE TO THE FACE OF CURB OR CENTER OF STAKE UNLESS OTHERWISE NOTED.
6. THE CONTRACTOR SHALL HAVE ONE COPY OF THE PLANS AND A COPY OF THE CITY OF GRAND JUNCTION SPECIFICATIONS AND STANDARDS ON SITE AT ALL TIMES.
7. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF GRAND JUNCTION SPECIFICATIONS AND STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL CONVEYORS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL CONVEYORS.
8. THE CONTRACTOR SHALL PROVIDE CONCRETE AND ANTI-CORROSION TESTING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SCHEDULING ALL TESTING. ALL TESTING SHALL BE AT THE CONTRACTOR'S EXPENSE.
9. THE LOCATION OF THE UNDERGROUND UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE ONLY. SCHEDULED UTILITY LOCATIONS SHALL BE VERIFIED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL CONVEYORS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL CONVEYORS.
10. THE CONTRACTOR SHALL COORDINATE WITH ALL AFFECTED UTILITIES REGARDING RELAY LOCATIONS AND ADJUSTMENTS DURING CONSTRUCTION TO AVOID ANY INTERFERENCE WITH THE UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL CONVEYORS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL CONVEYORS.
11. UNLESS OTHERWISE SPECIFIED, ALL PIPES SHALL BE CONCRETE AT LEAST 18" OF ASTM-300 WITH 2% OF OPTIMUM ULTRAFINE CENTER.
12. THE CONTRACTOR SHALL PROVIDE EROSION AND SILT CONTROL ACCORDING TO CITY OF GRAND JUNCTION REQUIREMENTS.
13. EXCESS SOIL MATERIALS SHALL BE DEPOSITED OF OFF-SITE IN A LEGAL MANNER.
14. CLEAN AND GRUB ALL CONSTRUCTION AREAS.

VICINITY MAP



BENCHMARK

250 N. 5TH STREET AND 4TH AVENUE
ELEVATION = 4291.30 NEAD 1988

INDEX OF SHEETS

COVER SHEET	1
SITE AND UTILITY PLAN	2
GRADING AND DRAINAGE PLAN	3
DEMOLITION PLAN	4
DETAIL SHEET	5
LANDSCAPE PLAN	
BUILDING ELEVATIONS	

CALL UTILITY INFORMATION
CENTER OF COLORADO
1-800-922-1887
CALL 2 BUSINESS DAYS IN ADVANCE
BEFORE THE DATE OF CONSTRUCTION
FOR THE MAJOR UTILITY LOCATIONS
AND DEPT. OFFICES

ACCEPTED FOR CONSTRUCTION
CITY ENGINEER
DATE
CITY CLERK
DATE

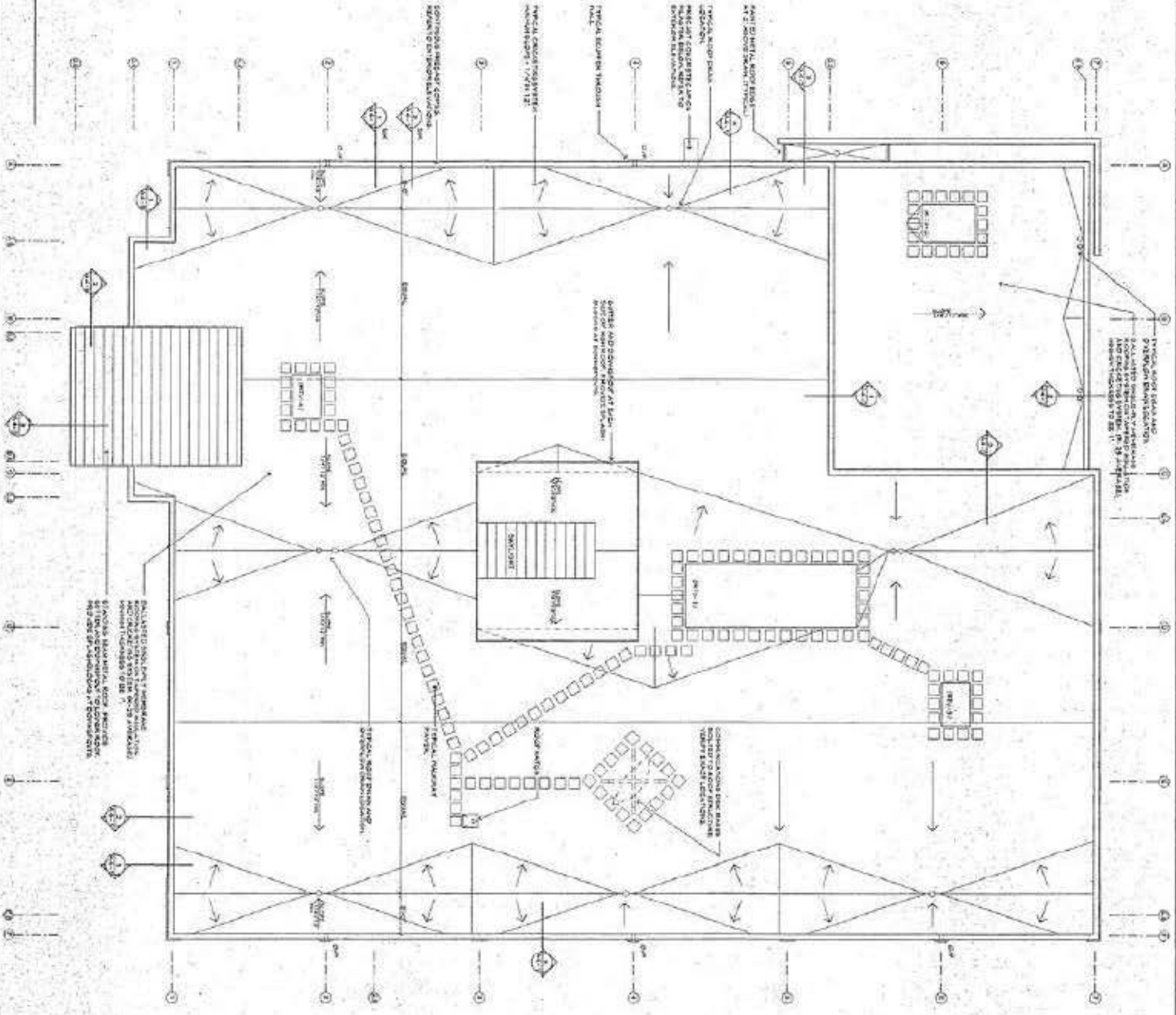
ACCEPTED AS CONSTRUCTED
CITY ENGINEER
DATE
CITY CLERK
DATE



CITY OF GRAND JUNCTION
CITY HALL
COVER SHEET

DATE: 03/17/2017
TIME: 10:10:10 AM
PAGE: 1 OF 5

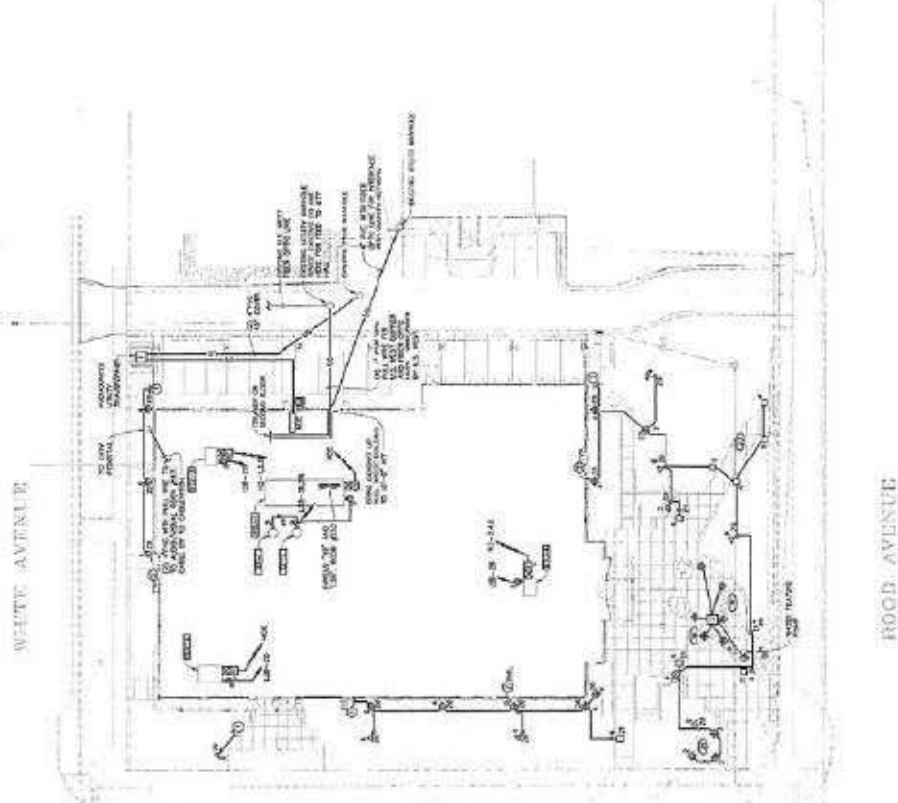
ROOF PLAN



PROJECT NO: 09-104110
 DATE: 08/08
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 SHEET NO: A2.3

City Hall
City of Grand Junction
 250 N. Fifth Street Grand Junction, Colorado

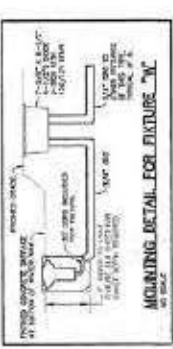
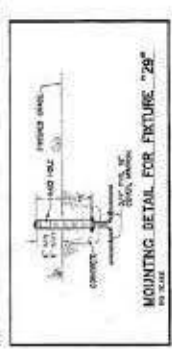
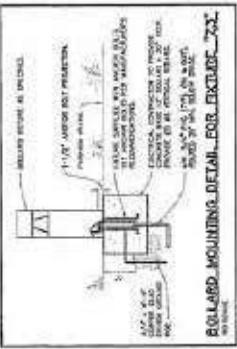
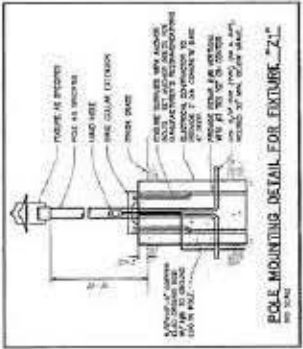
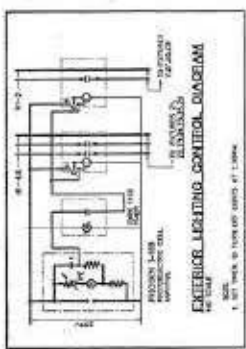
Fawhaus Architects, Inc.
 1111 N. 20th Street, Suite 400 Grand Junction, CO 81501
 800.545.2828 Fax: 970.248.1117 www.fawhaus.com

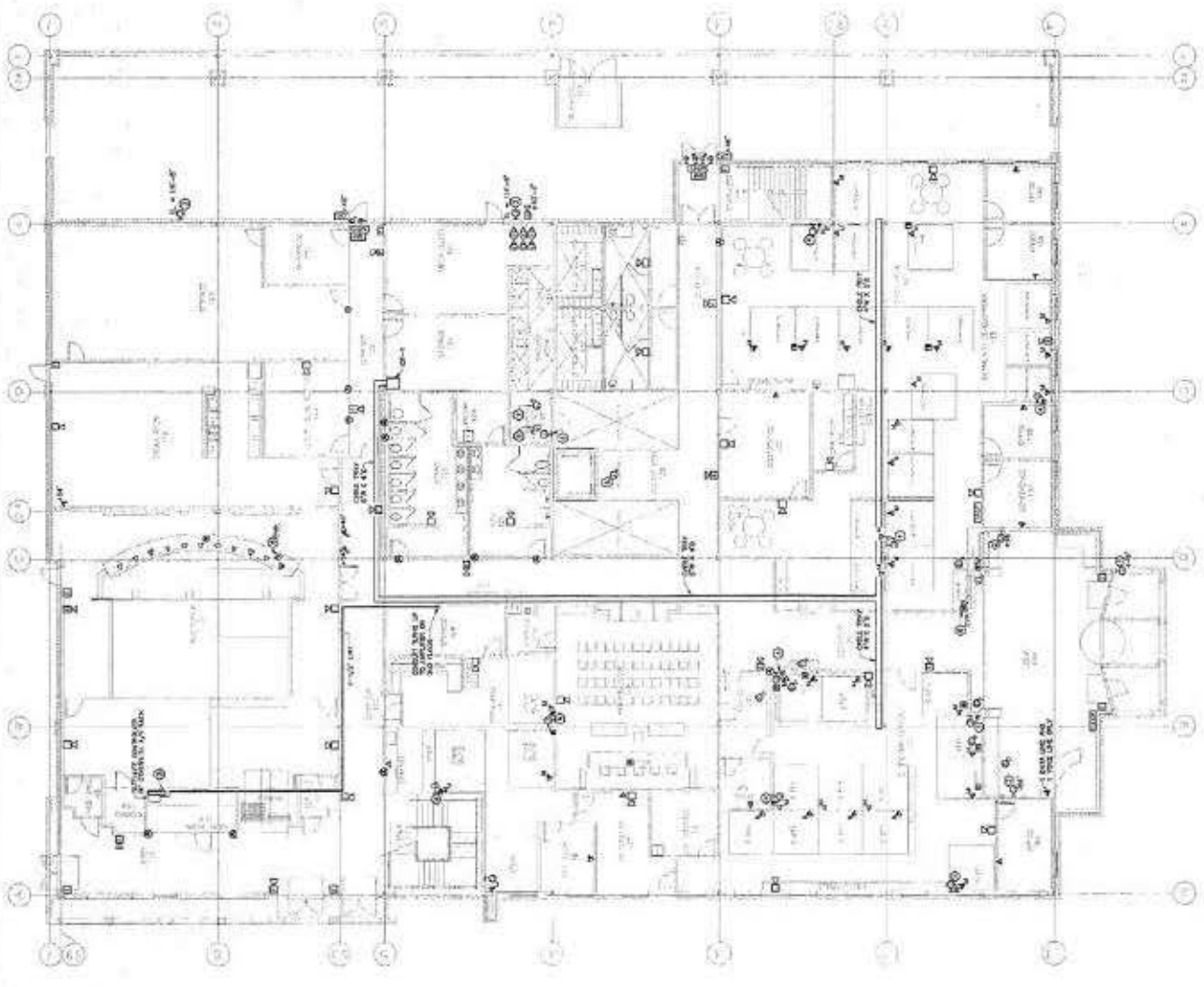



ELECTRICAL SITE PLAN
 1/8" = 1'-0"

FLAG NOTES, THIS SHEET:
 1. REFER TO SHEET 002 FOR LIGHTING FIXTURE SCHEDULE.
 2. REFER TO SHEET 003 FOR LIGHTING FIXTURE SCHEDULE.

GENERAL NOTES:
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF GRAND JUNCTION ELECTRICAL CODE.

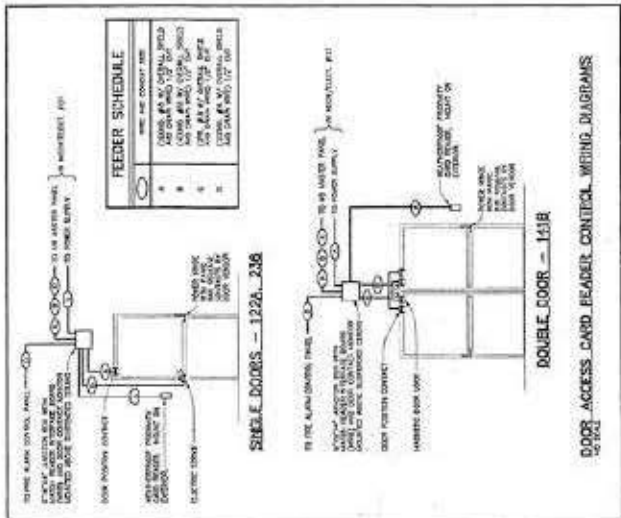




FIRST FLOOR SYSTEMS PLAN
 SCALE: 1/8" = 1'-0"

- FLAG NOTES THIS SHEET:**
1. CHECK ALL NOTES FOR CORRECTIONS AND REVISIONS.
 2. PROVIDE A SINGLE LINE FOR A FEEDER TO EACH ROOM AND/OR AREA.
 3. PROVIDE A SINGLE LINE FOR A FEEDER TO EACH ROOM AND/OR AREA.
 4. PROVIDE A SINGLE LINE FOR A FEEDER TO EACH ROOM AND/OR AREA.
 5. PROVIDE A SINGLE LINE FOR A FEEDER TO EACH ROOM AND/OR AREA.
 6. PROVIDE A SINGLE LINE FOR A FEEDER TO EACH ROOM AND/OR AREA.
 7. PROVIDE A SINGLE LINE FOR A FEEDER TO EACH ROOM AND/OR AREA.
 8. PROVIDE A SINGLE LINE FOR A FEEDER TO EACH ROOM AND/OR AREA.
 9. PROVIDE A SINGLE LINE FOR A FEEDER TO EACH ROOM AND/OR AREA.
 10. PROVIDE A SINGLE LINE FOR A FEEDER TO EACH ROOM AND/OR AREA.

- GENERAL NOTES:**
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF BRAND JUNCTION SPECIFICATIONS.
 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF BRAND JUNCTION SPECIFICATIONS.
 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF BRAND JUNCTION SPECIFICATIONS.
 4. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF BRAND JUNCTION SPECIFICATIONS.
 5. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF BRAND JUNCTION SPECIFICATIONS.



FLAG NOTES THIS SHEET.

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF GRAND JUNCTION, COLORADO, SPECIFICATIONS FOR CONSTRUCTION OF BUILDINGS, LATEST EDITION.

2. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF GRAND JUNCTION, COLORADO, SPECIFICATIONS FOR CONSTRUCTION OF BUILDINGS, LATEST EDITION.

3. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF GRAND JUNCTION, COLORADO, SPECIFICATIONS FOR CONSTRUCTION OF BUILDINGS, LATEST EDITION.

4. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF GRAND JUNCTION, COLORADO, SPECIFICATIONS FOR CONSTRUCTION OF BUILDINGS, LATEST EDITION.

5. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF GRAND JUNCTION, COLORADO, SPECIFICATIONS FOR CONSTRUCTION OF BUILDINGS, LATEST EDITION.

GENERAL NOTES:

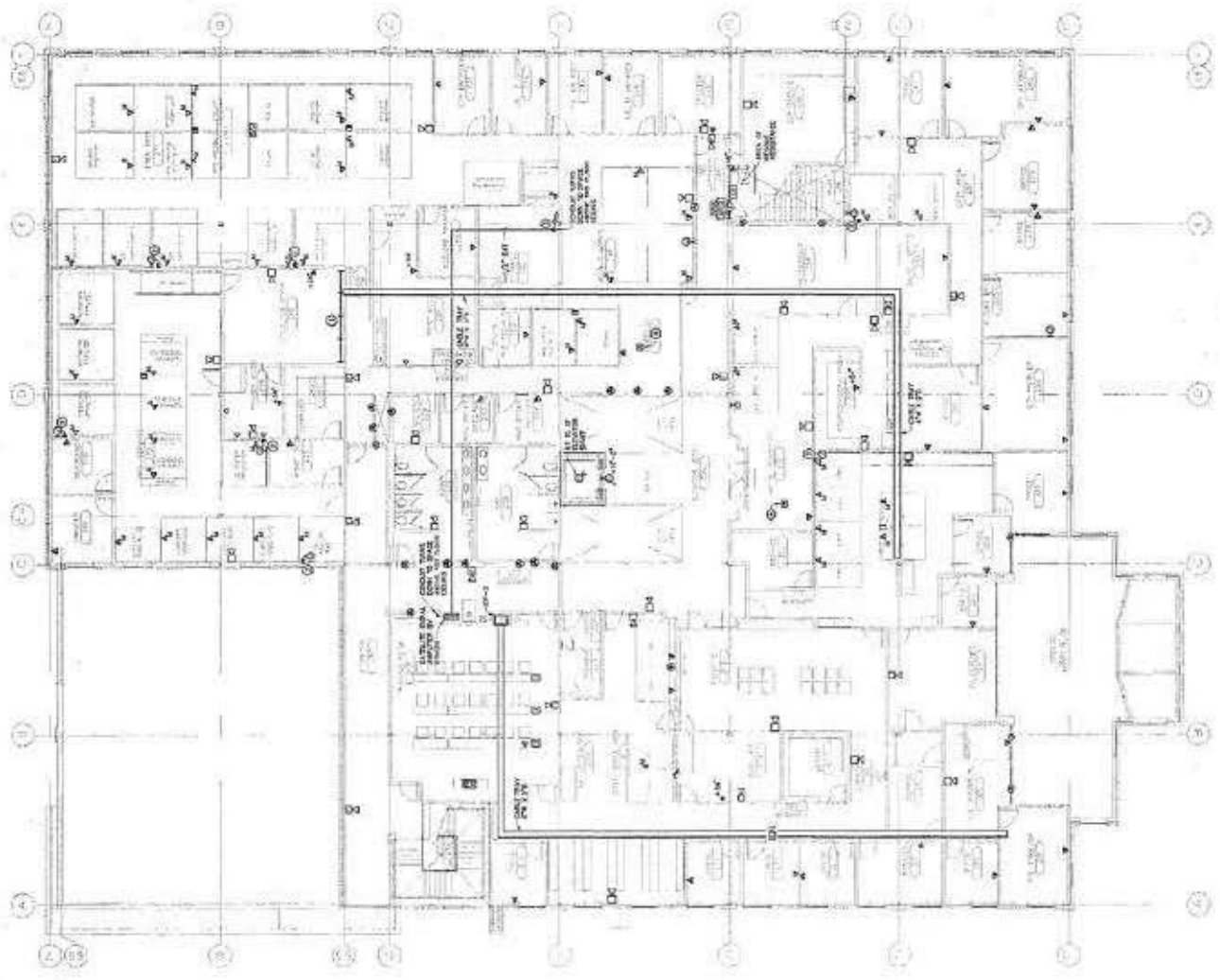
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF GRAND JUNCTION, COLORADO, SPECIFICATIONS FOR CONSTRUCTION OF BUILDINGS, LATEST EDITION.

2. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF GRAND JUNCTION, COLORADO, SPECIFICATIONS FOR CONSTRUCTION OF BUILDINGS, LATEST EDITION.

3. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF GRAND JUNCTION, COLORADO, SPECIFICATIONS FOR CONSTRUCTION OF BUILDINGS, LATEST EDITION.

4. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF GRAND JUNCTION, COLORADO, SPECIFICATIONS FOR CONSTRUCTION OF BUILDINGS, LATEST EDITION.

5. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF GRAND JUNCTION, COLORADO, SPECIFICATIONS FOR CONSTRUCTION OF BUILDINGS, LATEST EDITION.



SYSTEMS BY AREA - SECOND FLOOR

Farkhaus Architects, Inc.
 1000 W. 1st St. • Grand Junction, CO 81505
 970-243-1111 • Fax: 970-243-1112
 www.farkhaus.com

HEX CONSULTING ENGINEERS, INC.
 1000 W. 1st St. • Grand Junction, CO 81505
 970-243-1111 • Fax: 970-243-1112
 www.hex-engineers.com

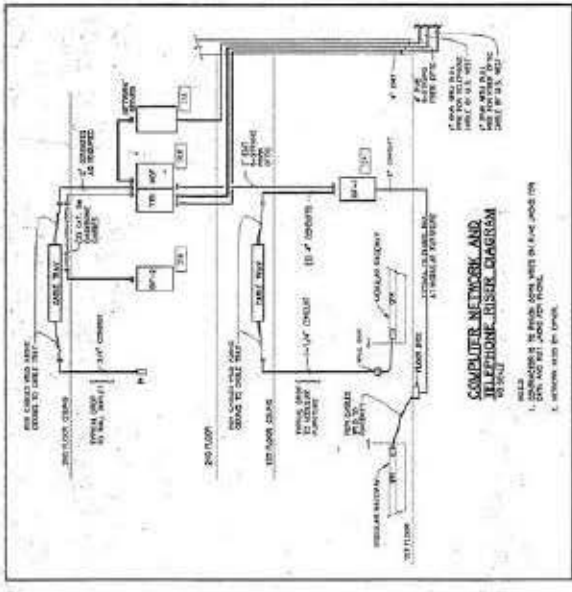
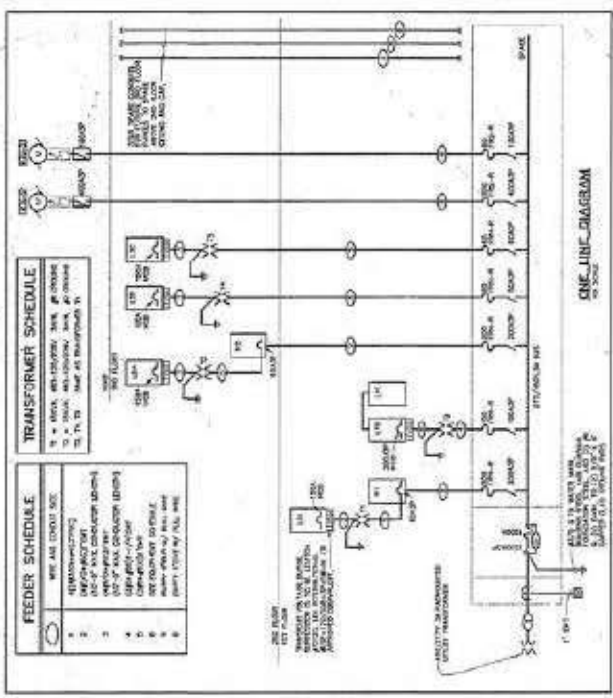
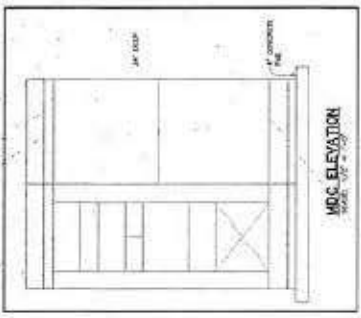
CITY HALL
CITY OF GRAND JUNCTION

SECOND FLOOR

DATE: 1/17/10
 DRAWN BY: [Name]
 CHECKED BY: [Name]

Sheet 11
 E1.2

09104181.W



WIRING LEGEND

SYMBOL	DESCRIPTION
(Symbol)	100BASE-TX
(Symbol)	100BASE-T4
(Symbol)	100BASE-FX
(Symbol)	100BASE-SX
(Symbol)	100BASE-PLX
(Symbol)	100BASE-ES

PANEL SCHEDULE - 101

NO.	DESCRIPTION	TYPE	AMPS	VOLTS	PHASES	WIRING	TERMINALS	NOTES
1	480V 3PH 4W 3WY	100	400	480	3	3	10	
2	480V 3PH 3W	100	400	480	3	3	10	
3	480V 3PH 3WY	100	400	480	3	3	10	
4	480V 3PH 3WY	100	400	480	3	3	10	
5	480V 3PH 3WY	100	400	480	3	3	10	
6	480V 3PH 3WY	100	400	480	3	3	10	

PANEL SCHEDULE - 102

NO.	DESCRIPTION	TYPE	AMPS	VOLTS	PHASES	WIRING	TERMINALS	NOTES
1	480V 3PH 4W 3WY	100	400	480	3	3	10	
2	480V 3PH 3W	100	400	480	3	3	10	
3	480V 3PH 3WY	100	400	480	3	3	10	
4	480V 3PH 3WY	100	400	480	3	3	10	
5	480V 3PH 3WY	100	400	480	3	3	10	
6	480V 3PH 3WY	100	400	480	3	3	10	

PANEL SCHEDULE - 103

NO.	DESCRIPTION	TYPE	AMPS	VOLTS	PHASES	WIRING	TERMINALS	NOTES
1	480V 3PH 4W 3WY	100	400	480	3	3	10	
2	480V 3PH 3W	100	400	480	3	3	10	
3	480V 3PH 3WY	100	400	480	3	3	10	
4	480V 3PH 3WY	100	400	480	3	3	10	
5	480V 3PH 3WY	100	400	480	3	3	10	
6	480V 3PH 3WY	100	400	480	3	3	10	

PANEL SCHEDULE - 104

NO.	DESCRIPTION	TYPE	AMPS	VOLTS	PHASES	WIRING	TERMINALS	NOTES
1	480V 3PH 4W 3WY	100	400	480	3	3	10	
2	480V 3PH 3W	100	400	480	3	3	10	
3	480V 3PH 3WY	100	400	480	3	3	10	
4	480V 3PH 3WY	100	400	480	3	3	10	
5	480V 3PH 3WY	100	400	480	3	3	10	
6	480V 3PH 3WY	100	400	480	3	3	10	

PANEL SCHEDULE - 105

NO.	DESCRIPTION	TYPE	AMPS	VOLTS	PHASES	WIRING	TERMINALS	NOTES
1	480V 3PH 4W 3WY	100	400	480	3	3	10	
2	480V 3PH 3W	100	400	480	3	3	10	
3	480V 3PH 3WY	100	400	480	3	3	10	
4	480V 3PH 3WY	100	400	480	3	3	10	
5	480V 3PH 3WY	100	400	480	3	3	10	
6	480V 3PH 3WY	100	400	480	3	3	10	

PANEL SCHEDULE - 106

NO.	DESCRIPTION	TYPE	AMPS	VOLTS	PHASES	WIRING	TERMINALS	NOTES
1	480V 3PH 4W 3WY	100	400	480	3	3	10	
2	480V 3PH 3W	100	400	480	3	3	10	
3	480V 3PH 3WY	100	400	480	3	3	10	
4	480V 3PH 3WY	100	400	480	3	3	10	
5	480V 3PH 3WY	100	400	480	3	3	10	
6	480V 3PH 3WY	100	400	480	3	3	10	

PANEL SCHEDULE - 107

NO.	DESCRIPTION	TYPE	AMPS	VOLTS	PHASES	WIRING	TERMINALS	NOTES
1	480V 3PH 4W 3WY	100	400	480	3	3	10	
2	480V 3PH 3W	100	400	480	3	3	10	
3	480V 3PH 3WY	100	400	480	3	3	10	
4	480V 3PH 3WY	100	400	480	3	3	10	
5	480V 3PH 3WY	100	400	480	3	3	10	
6	480V 3PH 3WY	100	400	480	3	3	10	

PANEL SCHEDULE - 108

NO.	DESCRIPTION	TYPE	AMPS	VOLTS	PHASES	WIRING	TERMINALS	NOTES
1	480V 3PH 4W 3WY	100	400	480	3	3	10	
2	480V 3PH 3W	100	400	480	3	3	10	
3	480V 3PH 3WY	100	400	480	3	3	10	
4	480V 3PH 3WY	100	400	480	3	3	10	
5	480V 3PH 3WY	100	400	480	3	3	10	
6	480V 3PH 3WY	100	400	480	3	3	10	



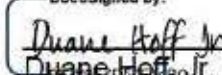
NOTICE OF AWARD

Date: August 8, 2024
Company: Atlasta Solar Center
Project: Purchase and Installation of Solar Panels for City Hall RFP-5435-24-DD

You have been awarded the City of Grand Junction Contract for the Purchase and Installation of Solar Panels for City Hall RFP-5435-24-DD) for a lump sum fee of **\$401,147.50**

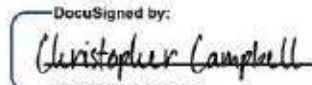
Please notify Jim Stavast, Facilities Supervisor at 970-244-1569 or jimst@gjcity.org for project scheduling, and return to the City Purchasing Division an acknowledged copy of this Notice of Award, signed Contract and Insurance Certificate, as per the contract documents.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:

Duane Hoff, Jr. Contracts Administrator

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Notice to Award is hereby acknowledged:

Company: Atlasta Solar Center
By: 
CDA6348CB1D340A
Title: Co-Owner
Date: 8/8/2024



June 11, 2024

Dolly Daniels
City of Grand Junction
(970) 256-4048 (D)
dollyd@gjcity.org

Dear Ms. Daniels;

Thank you for the opportunity to provide a quote for the City of Grand Junction solar photovoltaic rooftop system for City Hall.

Atlasta Solar Center (the Respondent) hereby acknowledges receipt of the City of Grand Junction City Hall site in Grand Junction, CO (the RFP) and acknowledges that it has read and agrees to be fully bound by all of the terms, conditions and other provisions set forth in the RFP and Addendum Number 1.

As requested, this is a proposal for a total of one 116.13kW photovoltaic system to be located at City Hall in Grand Junction, Colorado. Director of Project Management and Co-owner Christopher Campbell and Atlasta Solar Center Center will partner with you to accommodate your needs throughout the entire process of the design, permitting, installation and commissioning/interconnection of the project(s) while providing long-term and ongoing maintenance to ensure optimal operation and uptime.

The attached proposal has been designed to maximize the available roof space on the building to maximize efficiency, aesthetics, system production and uptime.

Atlasta Solar Center appreciates the opportunity to work with the City of Grand Junction. Christopher Campbell and Atlasta Solar Center are involved in multiple municipal and large-scale projects locally and within the region.

Thank you, 

Christopher Campbell
Director of Project Management & Co-owner - Atlasta Solar Center
Direct: 970-822-7260
Cell: 361-779-9176
chris@atlastasolar.com



History & Company Profile

Atlasta Solar Center is a full-service solar electric company that offers the finest renewable energy products, engineering, design, installation and extended energy product service.

Virgil Boggess started Atlasta Solar Center in 1979, making Atlasta Solar Center the longest operating locally owned solar installation and service company in Western Colorado. In 2012 Darin Carei, Lou Villaire and Andy Whipple purchased Atlasta Solar Center and have continued the tradition of excellence. For over 45 years, Atlasta Solar Center has installed over 3,000 solar systems in Colorado and has the most experienced solar technical, design and service teams in Western Colorado.

Atlasta Solar prides itself on being a leader in the industry and is the only solar company in Western Colorado to offer full-scale services in commercial and residential solar electric, solar thermal, off-grid installations, remote solar powered irrigation and water pumping, and wind power systems.

In 2018 Atlasta Solar Center was ranked 12th out of 387 Colorado solar companies by Solar Power World magazine placing Atlasta in the top 3% of Colorado solar companies.

Christopher Campbell has personally designed and managed projects of all sizes from small off-grid systems to large commercial projects. In 2018 Christopher designed and installed an off-grid array with battery backup to power satellite communications and a flow device for the Telluride water supply at 12,000 feet above Bridal Veil Falls. In 2019 he designed and installed an off-grid system for the Rifle Mountain Park Host Cabin for the City of Rifle and worked with the City of Grand Junction to take over the 100kW Persigo Water Treatment Facility to perform repairs and long term maintenance and repairs. Christopher also designed and managed two large commercial arrays installed in September 2019 for Adcock Concrete in Grand Junction and Society Conoco in Telluride. He is currently working on six municipal sites for the City of Gunnison as well as other large commercial arrays in 2024 and beyond.

Christopher is passionate about renewable energy growth and is involved in efforts at the local and state level to advocate for renewable energy solutions to meet local and state goals; including solar electric and electric vehicle infrastructure expansion.



Meet Your Project Partners & Management Team

Atlasta Solar Center is a licensed, insured and bonded Colorado commercial electrical contractor.

Master Electrician – Harrison Ziegler IV

Master Electrician License State of Colorado since 1992.

Harrison has worked in the electrical field since 1970. Employed by Atlasta Solar Center, Harrison specializes in commercial, industrial new construction, residential and service work.

NABCEP Certified PV Installation Professional – Colin Geery

Colin has worked in the solar industry for over 25 years, installing, servicing and troubleshooting both PV and thermal solar in commercial as well as residential. His enthusiasm and dedication to the industry, led to his completing the NABCEP certification.

Professional Engineer – Ron Slade

Ron works with Atlasta on all commercial projects that require a Professional Engineer. Since 2004, he has designed over 900 projects including Airports, Transportation, Government, Office, Commercial, Industrial, Hospitality, Learning Facilities, Healthcare and Renewables.

Director of Project Management & Co-owner – Christopher Campbell

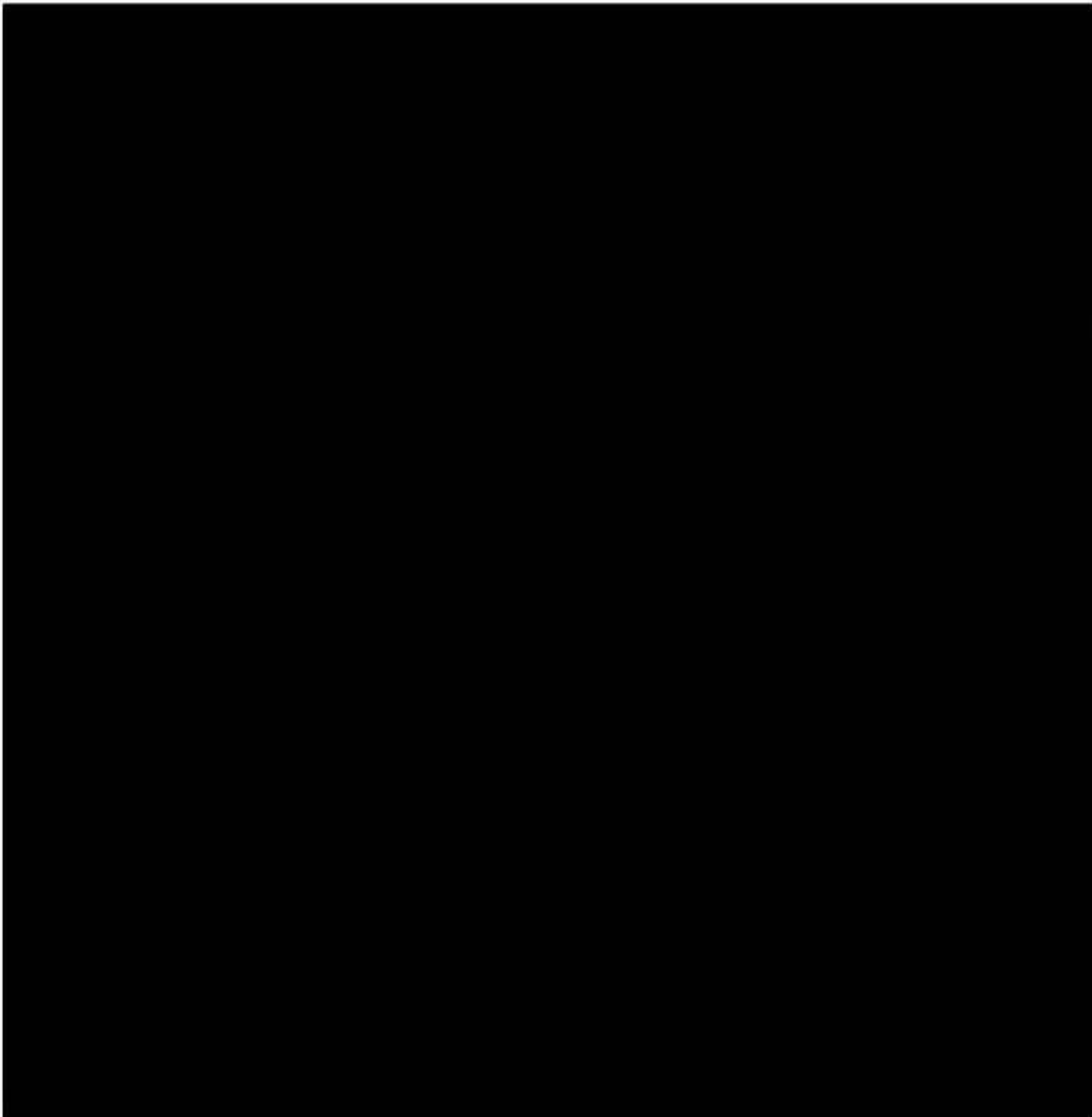
Christopher is an owner as well as a leader of the Atlasta Solar Center design and project management team, as well as Director of Project Management for government, municipal, commercial, residential and off-grid systems. He has designed and managed projects of all scales for a wide variety of applications and is active in educating and advocating for the increased use of renewable energy.

Installation Crew Chief & Journeyman Electrician – Kevin Love

Kevin has worked for Atlasta for more than 10 years and is a Journeyman Electrician. He currently manages the installation crews and is also a co-owner.



Commercial & Utility Client References





City of Grand Junction City Hall

**116.13 kW Photovoltaic System
Solar Quote for City Hall**

116.13kW Solar Array	\$401,147.50
Total Project Cost:	\$401,147.50

The Proposed System Components:

- 294 Q. PEAK DUO L-G5.2 395w solar panels*
- 294 Enphase IQ8H-3P
- 1 Enphase Combiner with Gateway
Includes Remote Monitoring
Unirac RM10 ballast racking (no roof penetrations)
Parts, labor, permitting, engineering & applications

Warranty:

- Q. PEAK DUO L-G5.2 395w - 25year performance warranty
- Enphase IQ8H-3P - 25 year warranty (Labor reimbursement included)
- Unirac roof mount system - 25 year warranty
- Atlasta Solar Center - 10 year workmanship warranty

Installation and Design:

The proposed design proposes a breaker at the current 208V 3-phase electrical service. Ballast mount racking is recommended with no roof penetration necessary. The bid includes all labor, materials, fees, engineering and permits. Array monitoring with the Enphase platform is included.

Modules:

* We have specified the Q. PEAK DUO 395w solar modules but reserve the right to replace modules with another module of equal or greater wattage and efficiency.



System Details

DC System Size: 116.03kW DC

Mounting Type: Ballast mounted with Unirac RM10 with no roof penetrations

Tilt: 10 degrees

Azimuth: 180 degrees

Solar Panel Quantity and Type: 294 - Q. PEAK DUO L-G5.2 395w solar panels

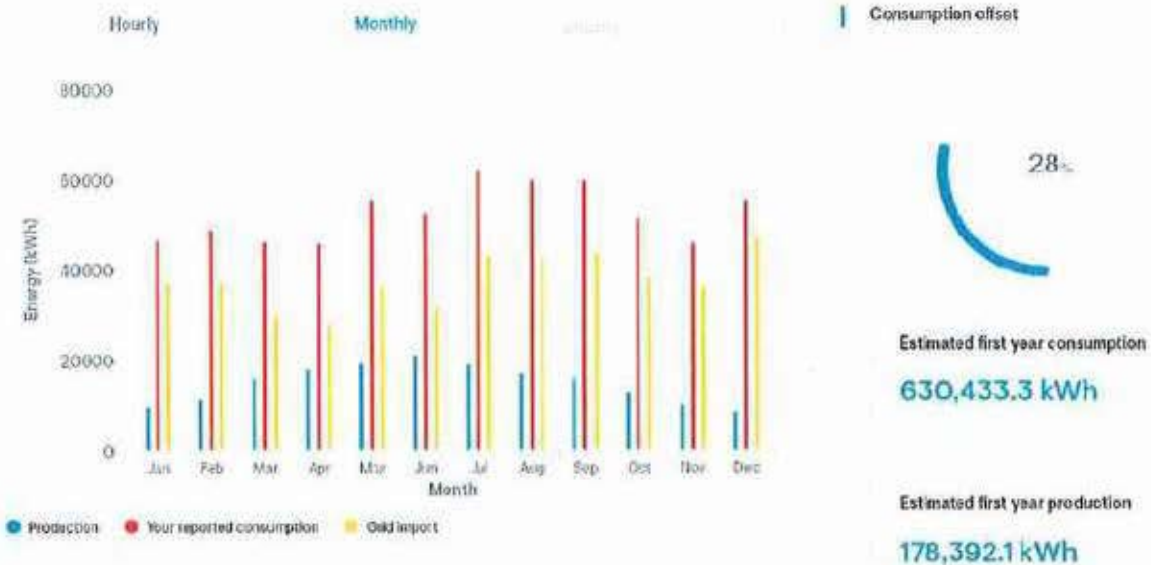
Inverter Quantity and Type: 294 - Enphase IQ8H-3P

Proposed Layout:

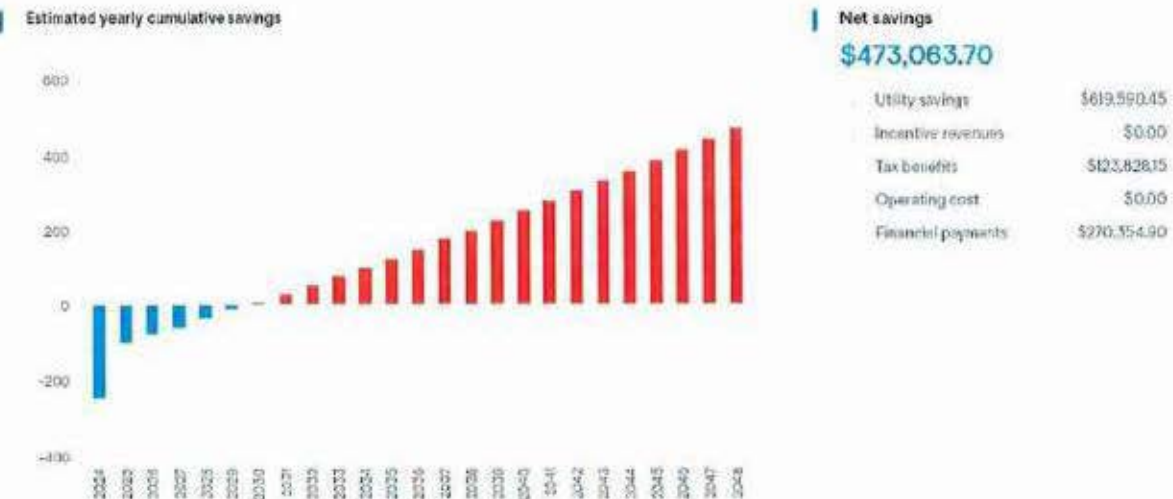




Energy Analysis (Additional details attached)



Cost Analysis (Additional details attached)





Pricing, Utility and Tax Benefits

System pricing	Price	Discounts & rebates	Total price
Base Price for Solar Based on a 110.13 kW installation	\$400,648.50		
Ballast Mount			
Mesa County Structural Engineering 1x \$499.00	\$499.00		
Gross Cost ⓘ	\$401,147.50	-\$0.00	\$401,147.50
Federal Tax Credit Residential Renewable Energy Tax Credit - 30%		-\$120,344.25	
Xcel Energy Rebate - \$593.35 per month over 20-years 1x -\$142,405.60		-\$142,405.60	
Cost after rebates & incentives*	\$401,147.50	-\$262,749.85	\$138,397.65

30% Federal Tax Credit: \$120,344.25
 (U.S. Treasury Direct Pay)

Xcel Energy Payments: \$7,120.20 per-year total of \$142,405.60 over 20-years
 (Payments based on actual monthly production of solar array)



Solar Array Site Assessments, Notes and Other Options

Atlasta Solar Center can work with the City of Grand Junction to utilize the existing electrical equipment and roof to accommodate the solar array and tie-in in the most efficient way possible. We are recommending a tie-in to the existing 208-3P service(s) on the building. This will be determined by Ron Slade, P.E. and Kevin Love the lead installer and co-owner of Atlasta Solar Center. Roof penetrations will be avoided and layout optimized by using the Unirac RM10 ballast roof mount racking with protective rubber mats and feet.

Additional analysis will be performed by Atlasta Solar Center using exiting and future in-person site evaluation, satellite photos, site plans, site drawings, manufacturer installation software, NREL PVWatts and production modeling/estimating software. Atlasta Solar Center is able to achieve the requests and expectations of the RFP at the pricing presented using the best products available.

Included Ongoing Maintenance and Operation

Atlasta Solar Center will provide ongoing support, operation and maintenance of the solar array as part of the 10-year workmanship warranty as well as the module manufacturer warranties. This ensures maximum uptime of the array and ensures the customer is confident in the solutions presented. Array monitoring to both the customer and Atlasta Solar Center is included at no additional charge.

The monitoring also tracks environmental benefits provided by the array that will assist in providing data to meet site specific as well as local and state carbon offset goals.

Atlasta Solar Center will perform necessary maintenance as part of this proposal as part of the manufacturer's warranty and Atlasta Solar Center workmanship warranty.



Additional Installation Notes, Pricing & Attachments (1 of 2)

Atlasta Solar Center will work directly with the City of Grand Junction, Xcel Energy and all other interested parties to ensure the project is completed prior to 12/31/2024. Atlasta Solar Center has access to the products presented within the proposal provided and has products on-hand currently or can order upon contract execution. Atlasta Solar Center will begin additional site visits, engineering and product procurement for the project immediately upon a commitment by the City of Grand Junction to perform the work requested.

Atlasta Solar Center will also identify all necessary employees to perform all work requested and begin any additional security clearance(s) and other necessary training required to work at the installation site.

Atlasta Solar Center is committed to designing aesthetically pleasing array layouts and feel all options presented will achieve this goal. In addition, all equipment outlined meet or exceed the project requirements and needs as outlined in the RFP.

Projects in Colorado mountain regions have been designed and installed by Atlasta Solar Center previously include: six [REDACTED] sites, [REDACTED] projects, [REDACTED] off-grid array at 12,000 ft above sea-level, [REDACTED] (39.1kW), [REDACTED] off-grid upgrade at [REDACTED] host cabin site.

Atlasta Solar Center was also awarded a contract by the City of Grand Junction for array repairs and long term maintenance at the Persigo Water Treatment Plant in Grand Junction, CO.

Atlasta Solar Center has provided additional support and maintenance services to other City of Grand Junction facilities with solar arrays.

In addition to these projects Atlasta Solar has experience in large commercial and small utility (megawatt) projects as well as working with municipalities, county, state and federal entities. Professional engineer Ron Slade has experience working with a wide variety of project types including many municipal facilities such as those described in the RFP.



Additional Installation Notes, Pricing & Attachments (2 of 2)

Atlasta Solar Center has participated in an on-site pre-bid meeting and site walk. All pricing by Atlasta Solar Center includes all permitting, fees, engineering, labor and other costs to complete and install the project. Pricing does not reflect unexpected and extraordinary additional upgrades that may be required. The current electrical service is acceptable for solar installations and upon initial inspection we do not foresee any major work needed beyond the proposed installation. Our in-house master electrician and installation team will provide an additional formal site visit for line drawings and develop a finalized installation plan.

Future service and warranty related work would be performed by Atlasta Solar Center. Atlasta Solar Center will prioritize uptime while identifying potential system issues through remote array monitoring included with the system. Any and all on-site service and maintenance would be performed by Atlasta Solar Center employees as quickly as possible.

Array monitoring is included at no charge with the solution. This will assist with diagnosing and resolving any operation and/or maintenance issues that may arise in a timely manner in the future at the lowest cost possible. Monitoring will show energy production of the array(s) as well as data reporting. This will assist the facility, the City of Grand Junction and Atlasta Solar Center with proper array performance and prompt resolution.

Monitoring connection is a single hardwired Ethernet connection (preferred method for network security/integrity and proximity to existing equipment) or a Wi-Fi or cellular connection (secondary method with potential network security/integrity risks).

The inverters chosen are Enphase inverters due to scalability, reliability, ease of use and ease of maintenance.

Atlasta Solar Center has specified the Q. PEAK DUO L-G5.2 395w solar modules for this project which qualify for the Domestic Content bonus but reserve the right to replace modules with another qualifying module of equal or greater wattage and efficiency.



Qualifying Experience

Atlasta Solar Center has partnered with numerous customers directly or through another general contractor to perform solar installation and design on municipal facilities and large commercial installations.

Our team of dedicated and experienced designers, engineers and installers along with outside installation partners have worked together on numerous projects. We strive to deliver projects that are on-time, on-budget and exceed customer expectations.

Most recently we have worked with [REDACTED] on six municipal sites for the [REDACTED] to total 148.74kW of rooftop solar installed. We overcame both structural and electrical engineering challenges both before and during the projects. Ultimately solutions were found to overcome all challenges and delivered installations on-time and on-budget that exceeded expectations.

The internal team at Atlasta Solar and decades long partnerships with outside electrical engineers, structural engineers and manufacturing and distribution partners allow us to deliver installations in a timely and cost effective manner. We strive hard to not encounter or deliver change orders to our customers for unexpected circumstances and achieve that goal for our projects and partners due to thorough initial reviews and detailed project planning.

Implementation

We have reviewed this project both on-site and internally in preparation for RFP submission. Atlasta Solar has manufacturer and distribution partners with all materials necessary for this project to contain costs.

Our current schedule at Atlasta Solar Center will allow us to install the proposed solar array at the City of Grand Junction City Hall site within the 2024 calendar year *and* we are prepared to do so.

With the expertise, dedication and experience of all involved in this project as well as our installation practices we will deliver a quality installation to meet and exceed expectations of the City of Grand Junction and the community at large.



Installation Timeline

- Contract Award
- Engage engineering partners (Immediate)
- Engage insurance partners (immediate)
- Engage product distribution and manufacturing partners (Immediate)
- Initial Xcel application submittal (Immediate)
- Structural and electrical engineering completed (within 2 - 4 weeks of award)
- Materials ordered (Immediately upon final engineering plans)
- Jurisdictional permitting submittals (Upon completed engineering plans)
- Ongoing Xcel Application Process (4 - 8 weeks to approval from Xcel)
- Jurisdictional permits issued (2 - 4 weeks after submittal)
- Ready for construction (8 - 10 weeks after award)
- Expected construction timeline (2 - 3 weeks to complete)
- Ready for electrical inspection (Immediately upon completion of installation)
- Utility inspection and Permission to Operate (Within 4 weeks after electrical inspection)
- Site walkthrough with key personnel (Upon permission to operate by utility)
- Maintenance and support (Ongoing)



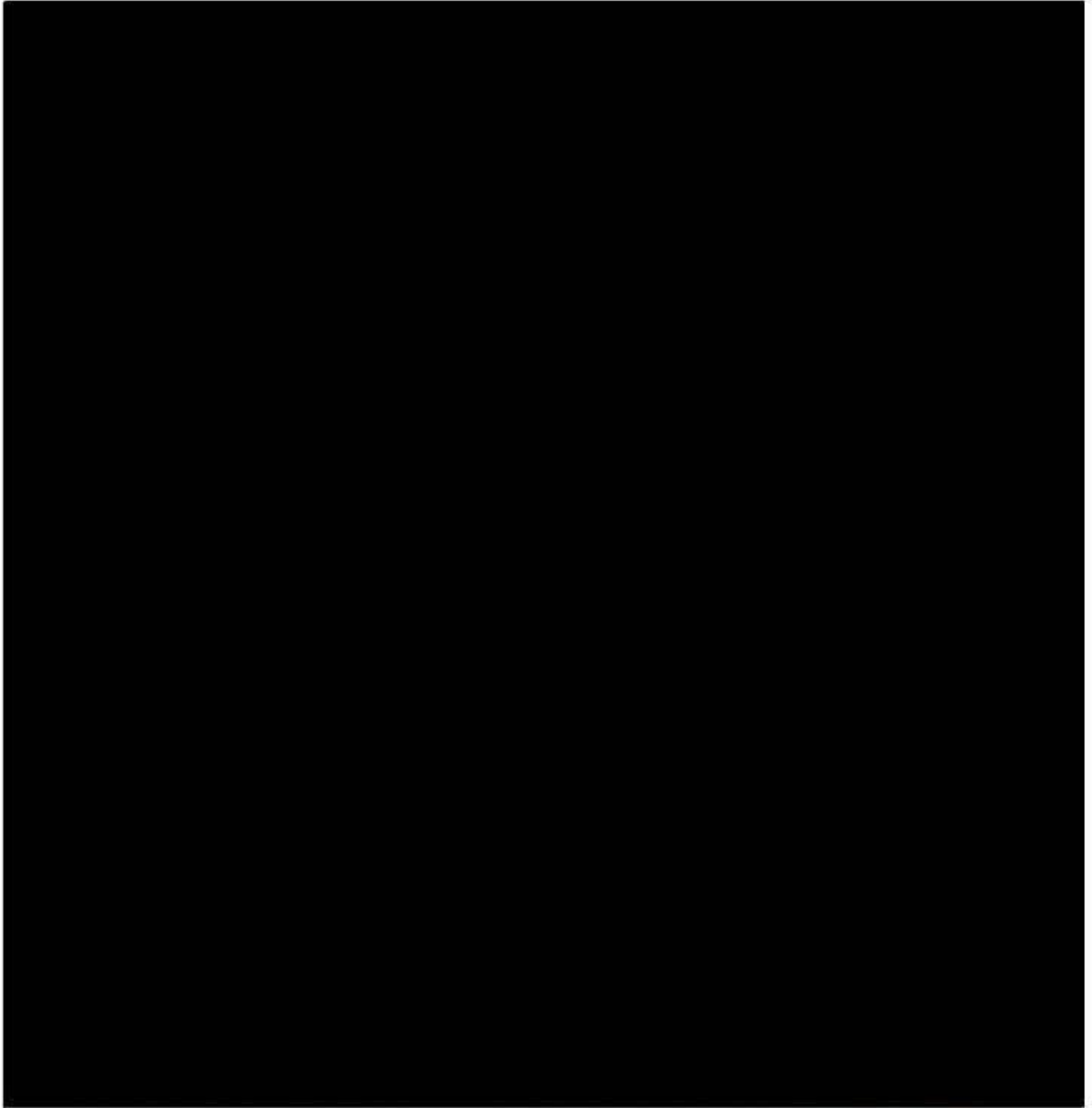
2024 Calendar Year Installation

Looking forward and at our current schedule and installation pace this project will fit within our current 2024 schedule of work to be completed in calendar year 2024. This takes into account current and anticipated project projections for work scheduled or to be scheduled in 2024.

We employ multiple installation crews composed of licensed journeyman, residential wireman and licensed apprentice electricians. For large installations such as this project we typically use multiple crews to facilitate a focused as well as cost and time efficient installation to benefit all parties.

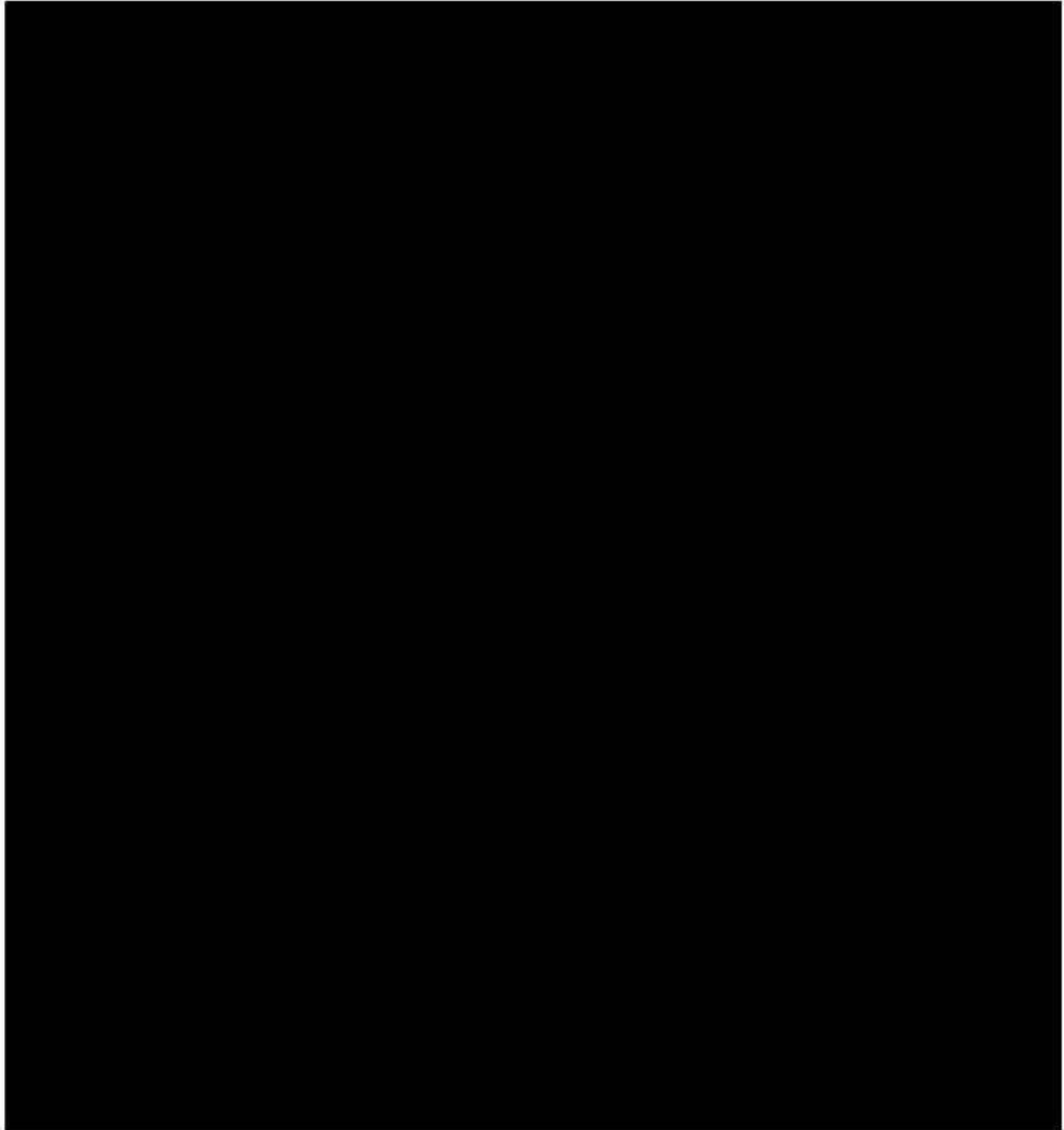


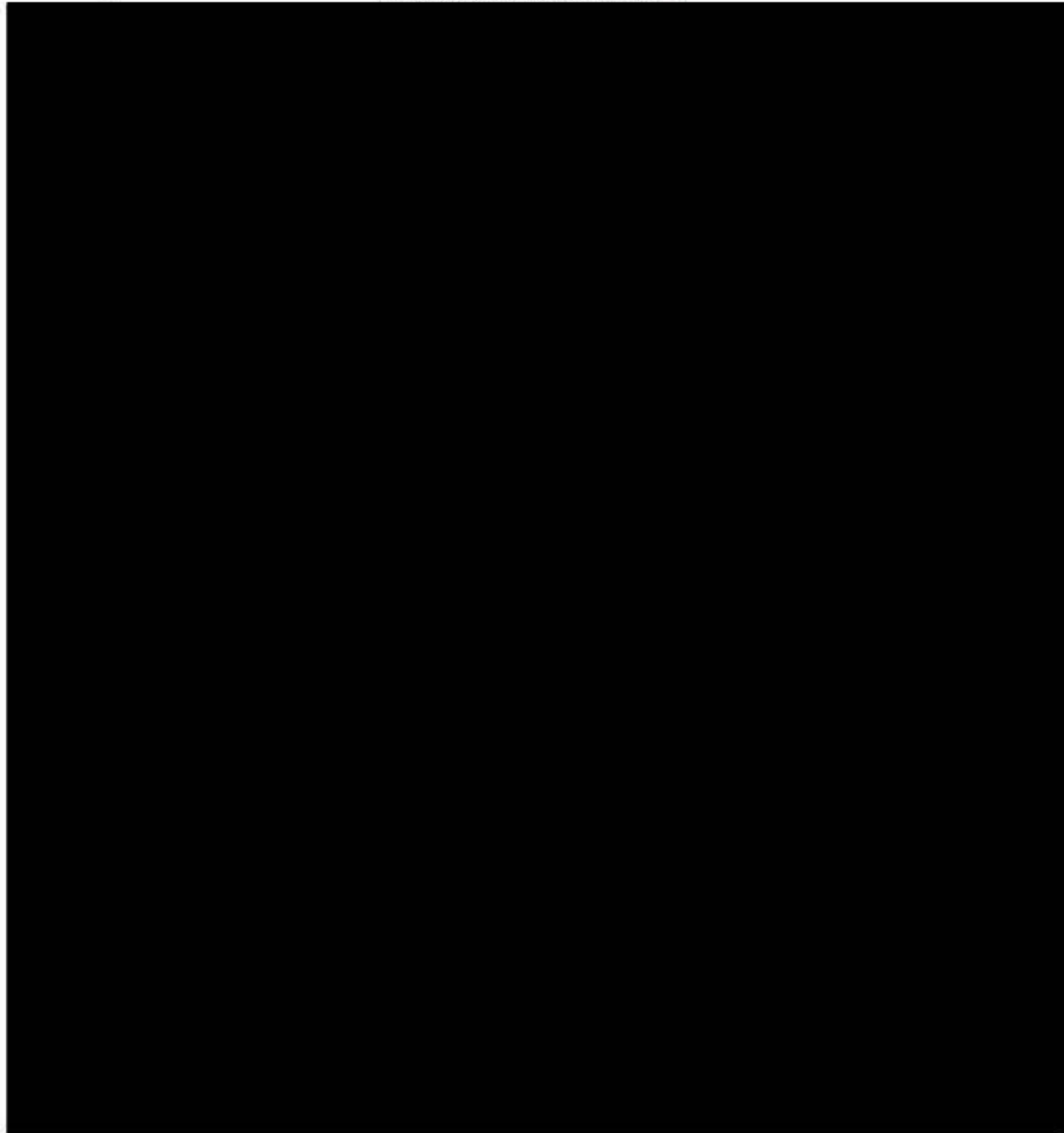
Past Projects of Similar Scope (1 of 3)





Past Projects of Similar Scope (2 of 3)







Bonding Capacity

Atlasta Solar Center is licensed, bonded and insured.

Atlasta Solar Center has the ability to obtain and provide requested and required insurance and bonds for this project.

Atlasta Solar Center works with Jamie Lummis at Moody Insurance.

Jamie Lummis can be reached at (970) 260-2137 or jamie.lummis@moodyins.com regarding any insurance or insurability questions or concerns.

Atlasta Solar Center has successfully obtained similar insurance policies and bonds for previous projects.

SECTION 7.0: SOLICITATION RESPONSE FORM
RFP-5435-24-DD

"Purchase and Installation of Solar Panels for City Hall"
Offeror must submit the entire Form completed, dated, and signed.

Bid Date: 06/11/2024
 Company Submitting Offer: Atlanta Solar Center
 Name of Authorized Agent: Christopher Campbell
 Email: Chris@atlantasolar.com
 Telephone: 361-779-9176 Address: 1111 S. 7th St.
 City: Grand Junction State: CO Zip: 81501

The undersigned Bidder, in compliance with the Request for Proposals, having examined the Instruction to Bidders, General Contract Conditions, Statement of Work, Specifications, and any and all Addenda thereto, having investigated the location of, and conditions affecting the proposed work, hereby proposes to furnish all labor, materials and supplies, and to perform all work for the Project in accordance with Contract Documents, within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Solicitation Response Form is a part.

The undersigned Contractor does hereby declare and stipulate that this offer is made in good faith without collusion or connection to any person(s) providing an offer for the same work, and that it is made in pursuance of, and subject to, all terms and conditions of Solicitation Documents, all of which have been examined by the undersigned.

The Contractor also agrees that if awarded the Contract, to provide insurance certificates within ten (10) working days of the date of Notification of Award. Submittal of this offer will be taken by the Owner as a binding covenant that the Contractor will be prepared to complete the project in its entirety.

The Owner reserves the right to make the award on the basis of the offer deemed most favorable, to waive any formalities or technicalities and to reject any or all offers. It is further agreed that this offer may not be withdrawn for a period of sixty (60) calendar days after closing time. Submission of clarifications and revised offers automatically establish a new thirty-day (30) period.

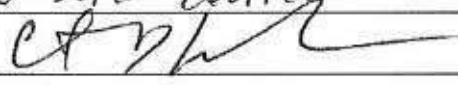
Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal 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 proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they 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. 98-903544. 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 5 percent of the net dollar will be offered to the Owner if the invoice is paid within 15 days after the receipt of the invoice.

RECEIPT OF ADDENDA: the undersigned Firm acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents. State number of Addenda received: 1

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: Atlanta Solar Center
Authorized Signature:  Date: 06/11/2024
Title: CO-OWNER

COST/PRICING PROPOSAL FORM

RFP-5435-24-DD "Purchase and Installation of Solar Panels at City Hall"

Date: 06/11/2024

- 1. Cost of Solar Panels and Inverters \$ 108,000.90
- 2. Installation Costs \$ 293,146.60
- Total Project Cost (Not to Exceed)** \$ 401,147.50

Total Not to Exceed Project Cost Written:

Four-Hundred-One-Thousand-One-Hundred-Forty-Seven & ⁵⁰/₁₀₀ dollars

Bid Alternate:

Domestic Content Bonus:

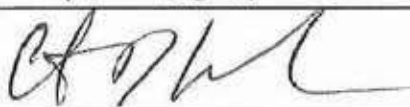
- The City may pursue the Domestic Content bonus credit for solar facilities that use components that are mined, produced, or manufactured in the United States.
- The Domestic Content Requirement applies to any steel, iron, or manufactured product that is a component of an applicable project.
- Adjusted Percentage Rule: Manufactured products that are components of a qualified facility upon completion of construction shall be deemed to have been produced in the United States if not less than 40% of the total costs of all such manufactured products of such facility are attributable to manufactured products (including components) which are mined, produced, or manufactured in the United States.

- 1. Cost of Solar Panels and Inverters \$ _____
- 2. Installation Costs \$ _____
- Total (Bid Alternate) Project Cost (Not to Exceed)** \$ _____

Total (Bid Alternate) Not to Exceed Project Cost Written:

_____ dollars

Company: Atlanta Solar Center

Authorized Signature: 

Title: CO-OWNER



Q.PEAK DUO L-G5.2 380-395

Q.ANTUM SOLAR MODULE

The new high-performance module Q.PEAK DUO L-G5.2 is the ideal solution for commercial and utility applications thanks to a combination of its innovative cell technology Q.ANTUM and cutting edge cell interconnection. This 1500V IEC/UL solar module with its 6 busbar cell design ensures superior yields with up to 395Wp while having a very low LCOE.



LOW ELECTRICITY GENERATION COSTS

Higher yield per surface area, lower BOS costs, higher power classes, and an efficiency rate of up to 19.9%.



INNOVATIVE ALL-WEATHER TECHNOLOGY

Optimal yields, whatever the weather with excellent low-light and temperature behavior.



ENDURING HIGH PERFORMANCE

Long-term yield security with Anti LID Technology, Anti PID Technology¹, Hot-Spot Protect and Traceable Quality Tra.Q™.



EXTREME WEATHER RATING

High-tech aluminum alloy frame, certified for high snow (5400 Pa) and wind loads (2400 Pa).



A RELIABLE INVESTMENT

Inclusive 12-year product warranty and 25-year linear performance warranty².



¹ APT test conditions according to IEC/TS 62804-1:2015, method B (-1500V, 168h)

² See data sheet on rear for further information.

THE IDEAL SOLUTION FOR:



Rooftop arrays on commercial/industrial buildings



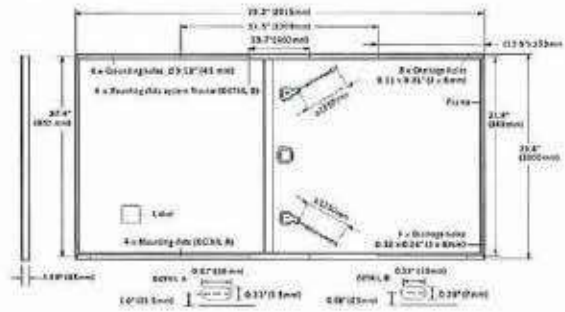
Ground-mounted solar power plants

Engineered in Germany



MECHANICAL SPECIFICATION

Format	79.3 in x 39.4 in x 1.38 in (including frame) (2015 mm x 1000 mm x 35 mm)
Weight	61.8 lbs (23.5 kg)
Front Cover	0.13 in (3.2 mm) thermally pre-stressed glass with anti-reflection technology
Back Cover	Composite film
Frame	Anodized aluminum
Cell	6 x 24 monocrystalline QANTUM solar half-cells
Junction box	2.76-3.35 in x 1.97-2.76 in x 0.51-0.83 in (70-85 mm x 50-70 mm x 13-21 mm), Protection class IP67, with bypass diodes
Cable	4mm ² Solar cable; (+) ≥ 53.1 in (1350mm), (-) ≥ 53.1 in (1350mm)
Connector	Multi-Contact MC4-EVO2, JMTHY PV-JM601A, IP68 or Renhe G5-8, IP67

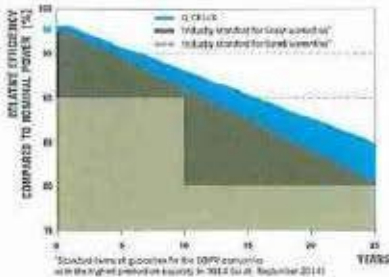


ELECTRICAL CHARACTERISTICS

POWER CLASS		380	385	390	395	
MINIMUM PERFORMANCE AT STANDARD TEST CONDITIONS, STC¹ (POWER TOLERANCE +5W / -0W)						
Minimum	Power at MPP ¹	P_{MPP} [W]	380	385	390	395
	Short Circuit Current ¹	I_{SC} [A]	10.05	10.10	10.14	10.19
	Open Circuit Voltage ¹	V_{OC} [V]	47.95	48.21	48.48	48.74
	Current at MPP	I_{MPP} [A]	9.57	9.61	9.66	9.70
	Voltage at MPP	V_{MPP} [V]	39.71	40.05	40.38	40.71
	Efficiency ¹	η [%]	≥ 18.9	≥ 19.1	≥ 19.4	≥ 19.6
MINIMUM PERFORMANCE AT NORMAL OPERATING CONDITIONS, NMD²						
Minimum	Power at MPP	P_{MPP} [W]	283.9	287.6	291.3	295.1
	Short Circuit Current	I_{SC} [A]	8.10	8.14	8.17	8.21
	Open Circuit Voltage	V_{OC} [V]	45.12	45.37	45.62	45.87
	Current at MPP	I_{MPP} [A]	7.53	7.57	7.60	7.64
	Voltage at MPP	V_{MPP} [V]	37.69	38.01	38.33	38.64

¹Measurement tolerances $P_{MPP} \pm 3\%$, $I_{SC} \pm 5\%$ at STC, 1000W/m², 25 ± 2°C, AM 1.5-G according to IEC 60904-3 - 1800 W/m², NMD², spectrum AM 1.5-G

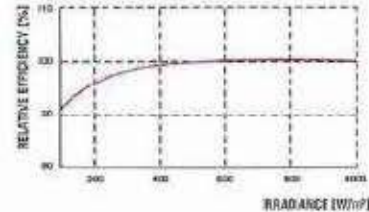
Q CELLS PERFORMANCE WARRANTY



At least 98% of nominal power during first year. Thereafter max. 0.54% degradation per year. At least 93.1% of nominal power up to 10 years. At least 85% of nominal power up to 25 years.

All data within measurement tolerances. Full warranties in accordance with the warranty terms of the Q CELLS sales organization of your respective country.

PERFORMANCE AT LOW IRRADIANCE



Typical module performance under low irradiance conditions in comparison to STC conditions (25°C, 1000W/m²).

TEMPERATURE COEFFICIENTS

Temperature Coefficient of I_{SC}	α	[%/K]	-0.04	Temperature Coefficient of V_{OC}	β	[%/K]	-0.28
Temperature Coefficient of P_{MPP}	γ	[%/K]	-0.37	Normal Operating Module Temperature	NMDT	[°F]	109 ± 5.4 (43 ± 3 °C)

PROPERTIES FOR SYSTEM DESIGN

Maximum System Voltage V_{sys}	[V]	1500 (IEC) / 1500 (UL)	Safety Class	II
Maximum Series Fuse Rating	[A DC]	20	Fire Rating	C (IEC) / TYPE I (UL)
Max. Design Load, Push / Pull (UL) ²	[lbs/ft ²]	75 (3600 Pa) / 33 (1600 Pa)	Permitted module temperature on continuous duty	-40°F up to +185°F (-40°C up to +85°C)
Max. Test Load, Push / Pull (UL) ²	[lbs/ft ²]	113 (5400 Pa) / 50 (2400 Pa)	² see installation manual	

QUALIFICATIONS AND CERTIFICATES

UL 1703; CE-compliant; IEC 61215:2016, IEC 61730:2016 application class A



PACKAGING INFORMATION

Number of Modules per Pallet	29
Number of Pallets per 53' Trailer	26
Number of Pallets per 40' High Cube Container	22
Pallet Dimensions (L x W x H)	81.9 in x 45.3 in x 46.7 in (2080 mm x 1150 mm x 1185 mm)
Pallet Weight	1635 lbs (742 kg)

NOTE: Installation instructions must be followed. See the installation and operating manual or contact our technical service department for further information on approved installation and use of this product.

Hanwha Q CELLS America Inc. 300 Spectrum Center Drive, Suite 1250, Irvine, CA 92618, USA | TEL +1 949 748 59 96 | EMAIL inquiry@us.q-cells.com | WEB www.q-cells.us

Specifications subject to technical changes © Hanwha Q CELLS Q-PEAK DUO L-65.2_380-395_2018.04_Rev05_NA



IQ8 Commercial Microinverters

The high-powered, smart grid-ready Enphase IQ8P-3P and IQ8H-3P Microinverters are specifically designed for 208Y VAC* three-phase interconnection for small commercial solutions.

Each microinverter integrates with the IQ Gateway Commercial 2 and the Enphase App monitoring and analysis software.

With simplified design, improved energy harvesting, and advanced monitoring, microinverters offer true peace of mind during operation and maintenance.



The IQ Series Microinverters extend the reliability standards set forth by previous generations and undergo over a million hours of power-on testing, enabling Enphase to provide an industry-leading warranty of up to 25-years.**

* For more information refer "[Connecting IQ8 Commercial Microinverters to other voltages](#)"

** 25-years warranty is valid, provided an internet-connected IQ Gateway is installed.

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Easy to install

- Lightweight and compact with plug-and-play connectors
- Power line communication (PLC) between components
- Faster installation

High productivity and reliability

- More than one million cumulative hours of testing
- Class II double-insulated enclosure
- Optimized for the latest high-powered PV modules

Smart grid-ready

- Complies with the latest advanced grid support
- Remote automatic updates for the latest grid requirements
- Configurable to support a wide range of grid profiles
- Meets CA Rule 21 (UL 1741-SA) and IEEE 1547 (UL 1741-SB) requirements

IQ8 Commercial Microinverters

INPUT DATA (DC)	UNITS	IQ8P-3P-72-E-US	IQ8H-3P-72-E-US
Commonly used modules for pairing ¹	W	380-640	320-540
Module compatibility ¹	—	54-cell/108-half-cell, 60-cell/120-half-cell, 66-cell/132-half-cell and 72-cell/144-half-cell	
Maximum input DC voltage	V		63
Peak power tracking voltage	V	35.5-53	28.5-45
Operating range	V		16-63
Min./Max. start voltage	V		21/63
Max. DC continuous current (module I_{mp})	A		14
Max. input DC short-circuit current	A		25
Max. DC short-circuit current (module I_{sc})	A		20
Overvoltage class DC ports	—		II
DC port backfeed current	A		0
PV array configuration	—	1 x 1 ungrounded array; no additional DC side protection required; AC side protection requires max. 20 A per branch circuit	

OUTPUT DATA (AC)	UNITS	IQ8P-3P-72-E-US		IQ8H-3P-72-E-US	
Peak output power	VA	480		384	
Maximum continuous output power	VA	475		380	
Nominal (L-L) voltage/range ²	V	208/163-229	220/196-242	208/163-229	220/198-242
Maximum continuous output current	A	2.28	2.16	1.83	1.73
Nominal frequency	Hz	60			
Extended frequency range	Hz	47-68			
Maximum microinverters per 20 A three-phase branch circuit ³	—	12		15	
Overvoltage class AC port	—	III			
Power factor setting	—	1.0			
Power factor (adjustable)	—	0.85 leading ... 0.85 lagging			

EFFICIENCY	UNITS	IQ8P-3P-72-E-US	IQ8H-3P-72-E-US
Peak efficiency	%	97.8	97.7
CEC weighted efficiency	%	97.5	96.5

MECHANICAL DATA	
Ambient temperature range	-40°C to 65°C (-40°F to 149°F)
Relative humidity range	4% to 100% (condensing)
DC connector type ⁴	Enphase EN4 bulkhead; ECA-EN4-S22-12 : EN4 (TE PV4-S SOLARLOK) 150 mm/5.9" to Stäubli MC4 adapter cable pair (Default supply) ⁵
Dimensions (H x W x D)	265 mm x 200 mm x 35 mm (10.4" x 7.9" x 1.4") without bracket
Weight	1.6 kg (3.5 lb)
Cooling	Natural convection
Approved for wet locations	Yes
Enclosure	Class II double-insulated, corrosion-resistant polymeric enclosure
Environmental category/UV exposure rating	Outdoor—NEMA Type 6/IP67

FEATURES	
Communication	Power line communication (PLC)
Monitoring	Enphase App monitoring and analysis software. Both options require the installation of an IQ Gateway Commercial 2.
Compliance	CA Rule 21 (UL 1741-S8), UL 62109-1, UL1741/IEEE1547, FCC Part 15 Class B, ICES-0003 Class B, CAN/CSA-C22.2 NO. 107.1-01. This product is UL Listed as PV rapid shutdown equipment and conforms with NEC 2014, NEC 2017, and NEC 2020 section 690.12 and C22.1-2018 Rule 64-218 rapid shutdown of PV systems for AC and DC conductors, when installed according to manufacturer's instructions.

(1) Pairing PV modules with wattage above the limit may result in additional clipping losses. See the compatibility calculator at <http://link.enphase.com/module-compatibility>.

(2) Nominal voltage range can be configured if required by the utility. For interconnection to system voltages other than 208V VAC three-phase, a transformer is required to connect to the grid.

(3) Limits may vary. Refer to local requirements to define the number of microinverters per branch in your area.

(4) Enphase IQ8P-3P and IQ8H-3P Microinverter bulkhead and adapter cable male, female DC connectors must only be mated with the identical type and manufacturer brand of male/female connector.

(5) Qualified per UL subject 9703.

Revision history

REVISION	DATE	DESCRIPTION
DSH-00236-3.0	February 2024	<ul style="list-style-type: none">• Modified "208V three-phase" to "208Y VAC three-phase on page 1.• Addition of note on transformer recommendations on page 1.
DSH-00236-2.0	November 2023	Updated the specifications.
DSH-00236-1.0	October 2023	Initial release.

Previous releases:

ROOFMOUNT



ROOFMOUNT introduces the Power of Simplicity to the ballasted flat roof solar industry. The system consists of only two major components, minimizing preparation work and installation time. Seamlessly design around roof obstacles, support most framed modules and bond the system with just the turn of a wrench.



SIMPLE DESIGN • FAST INSTALLATION

SIMPLE DESIGN • AVAILABILITY • DESIGN TOOLS • QUALITY PROVIDER

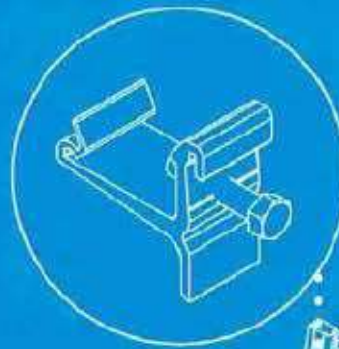
ROOFMOUNT



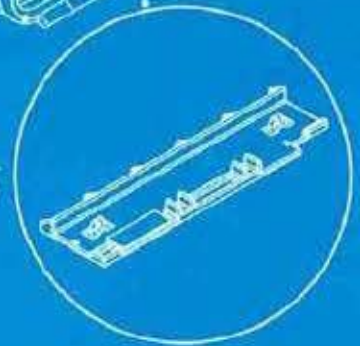
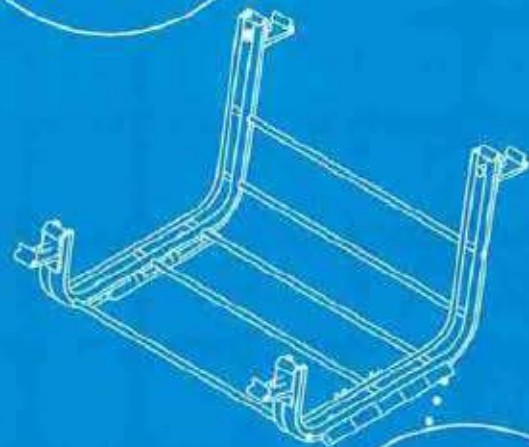
SIMPLE DESIGN

TWO MAJOR COMPONENTS, ONE TOOL

RM supports most framed PV modules at 10 degree tilt. The component list consists of only two major components - a fully assembled ballast bay and a universal module clip. Our engineers specified a chemical locking hex bolt, providing a UL2703 certified grounding path from module to ballast bay, with just the turn of a wrench. RM is accessory-rich to support your specific installation needs, because it was designed to conveniently work with off the shelf wire management products. A snap into place, membrane friendly, rubber roof pad is also available as a low cost option for roof protection.



INTEGRATED BONDING CLIP



OPTIONAL ROOF PAD

AVAILABILITY

NATIONWIDE NETWORK

Unirac maintains the largest network of stocking distributors for our racking solutions. Our partners have distinguished their level of customer support, availability, and overall value, thereby providing the highest level of service to users of Unirac products. Count on our partners for fast and accurate delivery to meet your project needs. Visit Unirac.com for a list of distributors.

INTEGRATED DESIGN TOOLS

DESIGN, SAVE, AND SHARE YOUR ARRAY VISUALLY

U-Builder is the most powerful streamlined design tool for your solar mounting project. Integrated with HelioScope's technology, U-Builder becomes a powerful online tool that streamlines the process of designing a code compliant solar mounting system. Key benefits allow you to quickly plan project sites, analyze design decisions, and simplify your workflow. You will enjoy the ability to share projects with customers; there's no need to print results and send to a distributor, just click and share.



LISTED UL2703

BONDING & GROUNDING
MECHANICAL LOADING
SYSTEM FIRE CLASSIFICATION

UNIRAC CUSTOMER SERVICE MEANS THE HIGHEST LEVEL OF PRODUCT SUPPORT

UNMATCHED EXPERIENCE

CERTIFIED QUALITY

ENGINEERING EXCELLENCE

BANKABLE WARRANTY

DESIGN TOOLS

PERMIT DOCUMENTATION

TECHNICAL SUPPORT

Unirac's technical support team is dedicated to answering questions & addressing issues in real time. An online library of documents including engineering reports, stamped letters and technical data sheets greatly simplifies your permitting and project planning process.

CERTIFIED QUALITY PROVIDER

Unirac is the only PV mounting vendor with ISO certifications for ISO9001:2008, ISO14001:2004 and OHSAS 18001:2007, which means we deliver the highest standards for fit, form, and function. These certifications demonstrate our excellence and commitment to first class business practices.

BANKABLE WARRANTY

Don't leave your project to chance. Unirac has the financial strength to back our products and reduce your risk. Have peace of mind knowing you are receiving products of exceptional quality. ROOFMOUNT is covered by a 20-year manufacturing warranty on all parts.

PROTECT YOUR REPUTATION WITH QUALITY RACKING SOLUTIONS BACKED BY ENGINEERING EXCELLENCE AND A SUPERIOR SUPPLY CHAIN.



Jim Stavast
250 N 5th St, Grand Junction, CO 81501, USA
+1 (970) 812-7275
jimst@gjcity.org

Proposal for a 116.13 kW solar project

Clone of Option 1

Jim Stavast
+1 (970) 812-7275
jimst@gjcity.org

250 N 5th St.
Grand Junction, CO 81501, USA



Company

Atlasta Solar Center
970-248-0057
www.atlastasolar.com
1111 South 7th Street, Grand Junction, CO, USA
admin@atlastasolar.com
License number CO NABCEP # PV-041115-011437
Electrical license number CO Electrical Contractor # EC 0100041

Your energy consultant

Chris Campbell
chris@atlastasolar.com
+1 (361) 779-9176

Generated date: June 11th, 2024



Jim Stavast
 250 N 5th St, Grand Junction, CO 81501, USA
 +1 (970) 812-7275
 jimst@gjcity.org

Solar details



System size
 116.13 kW DC

Panels
 Q.PEAK DUO L-G5.2 395

Inverters
 IQ8H-240-72-2-US [240V]

CEC-AC rating
 99.129 kW AC

Estimated First Year Production
 178,392 kWh

Consumption Offset
 28%

Array details

Panel: Q.PEAK DUO L-G5.2 395

Quantity: 267	Watts: 395	Azimuth: 180° (S)	Tilt: 10°	Mounting: flat
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Panel: Q.PEAK DUO L-G5.2 395

Quantity: 27	Watts: 395	Azimuth: 180° (S)	Tilt: 10°	Mounting: flat
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Jim Stavast
250 N 5th St, Grand Junction, CO 81501, USA
+1 (970) 812-7275
jimst@gjcity.org

Buy Option

Old utility bill	\$5,854.07/month
Estimated new utility bill	\$4,067.25/month
Estimated bill difference	\$1,786.82/month

*Actual new utility bill may vary if there are changes in utility rates, adjustments to energy usage, or modifications to the consumption profile.



Jim Stavast
 250 N 5th St, Grand Junction, CO 81501, USA
 +1 (970) 812-7275
 jimst@gjcity.org

Pricing

	Price	Discounts & rebates	Total price
Base Price for Solar Based on a 116.13 kW installation	\$400,648.50		
Ballast Mount			
Mesa County Structural Engineering 1 x \$499.00	\$499.00		
Gross Cost	\$401,147.50	-\$0.00	\$401,147.50
Federal Tax Credit Residential Renewable Energy Tax Credit - 36%		-\$120,344.25	
Xcel Energy Rebate -\$593.35 per month over 20-years 1 x -\$142,405.60		-\$142,405.60	
Cost after rebates & incentives*	\$401,147.50	-\$262,749.85	\$138,397.65

Note:

- * Not everyone is eligible for credits, incentives, or rebates or can fully use them. Please consult your tax professional or legal professional for further information.
- * Incentives are subject to change. The actual amount can be higher or lower than what is quoted, and may not stay at a fixed rate over time. It can also change based on the tax bracket you are in.



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jimst@gjcity.org

Materials

Material	Description	Data sheet	Quantity
Panels	Q.PEAK DUO L-G5.2 395 (395 Watts)	Download	294
Inverters	iQ8H-240-72-2-US [240V]	Download	294



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Usage Breakdown



Consumption Offset

28%

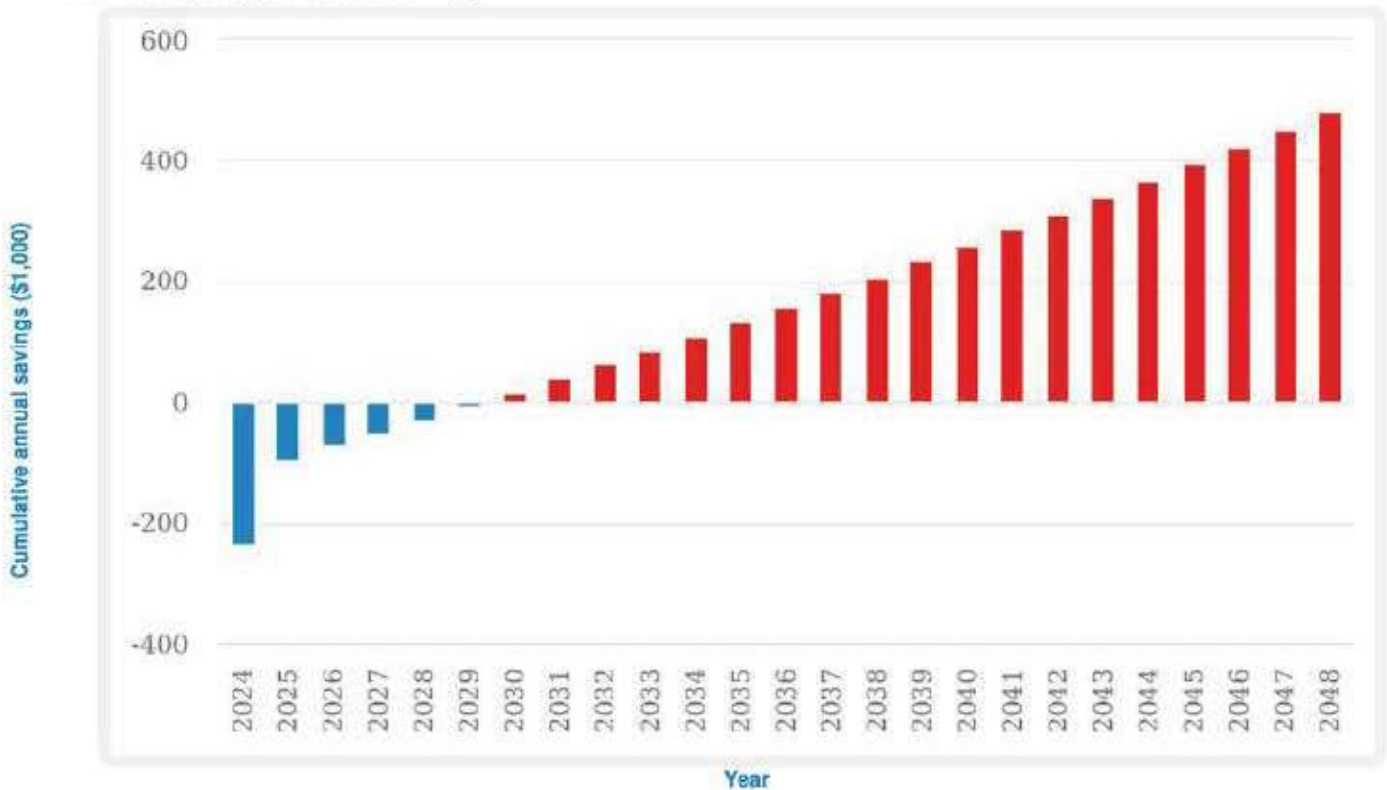
Estimated First Year Consumption

630,433.3 kWh

Estimated First Year Production

178,392.1 kWh

Estimated yearly cumulative savings



Assuming a 4.00% escalation rate on utility rate



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Net savings

⊕ Utility savings	\$619,590.45
⊕ Incentive revenues	\$0.00
⊕ Tax benefits	\$120,344.25
⊖ Operating cost	\$0.00
⊖ Financial payments	\$258,741.90



Net savings

\$481,192.80



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Month-by-month details

Month (2024)	Utility savings	Incentive revenues	Operating cost	Financial payments	Tax benefits	Monthly savings
January	\$820.47	\$0.00	\$0.00	\$258,741.90	\$0.00	-\$257,921.43
February	\$1,908.73	\$0.00	\$0.00	\$0.00	\$0.00	\$1,908.73
March	\$1,646.36	\$0.00	\$0.00	\$0.00	\$0.00	\$1,646.36
April	\$2,454.92	\$0.00	\$0.00	\$0.00	\$0.00	\$2,454.92
May	\$1,022.44	\$0.00	\$0.00	\$0.00	\$0.00	\$1,022.44
June	\$3,117.21	\$0.00	\$0.00	\$0.00	\$0.00	\$3,117.21
July	\$2,879.85	\$0.00	\$0.00	\$0.00	\$0.00	\$2,879.85
August	\$2,989.97	\$0.00	\$0.00	\$0.00	\$0.00	\$2,989.97
September	\$1,328.88	\$0.00	\$0.00	\$0.00	\$0.00	\$1,328.88
October	\$1,940.57	\$0.00	\$0.00	\$0.00	\$0.00	\$1,940.57
November	\$816.70	\$0.00	\$0.00	\$0.00	\$0.00	\$816.70
December	\$515.77	\$0.00	\$0.00	\$0.00	\$0.00	\$515.77
Total	\$21,441.87	\$0.00	\$0.00	\$258,741.90	\$0.00	-\$237,300.03

* Production and Savings estimates are based on a period of 25 years by default. The length of the default project life can be updated for all projects by visiting the [Your Pricing](#) section in the Company settings. To change the project life for this project, visit [Utility](#) section under Settings button at the top edge of this page.

* Estimated production assumes equipment is maintained and free from damage or other impediments.

* Estimated projected usage is based on your current utility bill.



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Year-by-year details

Year	Utility savings	Incentive revenues	Operating cost	Financial payments	Tax benefits	Annual savings
2024	\$21,441.87	\$0.00	\$0.00	\$258,741.90	\$0.00	-\$237,300.03
2025	\$21,614.59	\$0.00	\$0.00	\$0.00	\$120,344.25	\$141,958.84
2026	\$21,815.59	\$0.00	\$0.00	\$0.00	\$0.00	\$21,815.59
2027	\$22,026.33	\$0.00	\$0.00	\$0.00	\$0.00	\$22,026.33
2028	\$22,268.74	\$0.00	\$0.00	\$0.00	\$0.00	\$22,268.74
2029	\$22,478.38	\$0.00	\$0.00	\$0.00	\$0.00	\$22,478.38
2030	\$22,720.37	\$0.00	\$0.00	\$0.00	\$0.00	\$22,720.37
2031	\$22,973.49	\$0.00	\$0.00	\$0.00	\$0.00	\$22,973.49
2032	\$23,262.86	\$0.00	\$0.00	\$0.00	\$0.00	\$23,262.86
2033	\$23,514.59	\$0.00	\$0.00	\$0.00	\$0.00	\$23,514.59
2034-2038	\$122,193.49	\$0.00	\$0.00	\$0.00	\$0.00	\$122,193.49
2039-2043	\$131,139.82	\$0.00	\$0.00	\$0.00	\$0.00	\$131,139.82
2044-2048	\$142,140.33	\$0.00	\$0.00	\$0.00	\$0.00	\$142,140.33
Total	\$819,590.45	\$0.00	\$0.00	\$258,741.90	\$120,344.25	\$481,192.80



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Project Timeline

Step

Details



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Benefits of Solar

Control your energy costs

As utility prices continue to climb you will enjoy predictable energy costs for years to come.

Increase the value of your property

A number of real estate studies find that solar is a building improvement that may increase the market value of your property.
Source: <https://www.nrel.gov/docs/ty08osti/42733.pdf>

Benefit your environment




344,715
Gallons of gasoline saved


130,361
Trash bags of waste recycled


51,058
Tree seedlings grown for 10 years


3,373,876
Pounds of coal saved

Source: United States Environmental Protection Agency



Jim Stavast
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jimst@gjcity.org

Signature

I hereby agree to move forward with the solar project as described above and agree to the Terms and Conditions below of the contract provided by the installer Atlasta Solar Center joined to this proposal.

Jim Stavast

Date of signature (MM-DD-YYYY)

Chris Campbell

Date of signature (MM-DD-YYYY)



Jim Stavast
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 jimst@gjcity.org

Terms & conditions

This Solar Home improvement Agreement (this "Agreement") is between Atlasta Solar Center LLC ("Atlasta Solar Center", "we", or "Contractor") and you ("Customer") for the sale and installation of the solar system described in this Agreement (the "Project" or the "System") at your home or business location (the "Property" or your "Home"). We look forward to helping you produce clean, renewable solar energy at your property. The Parties agree as follows:

1. INSTALLATION TIMELINE. Atlasta Solar Center will install the System within a reasonable amount of time after we sign the amendment to this Agreement but no later than twelve (12) months from the date of the last amendment to this Agreement, which shall be of the essence. When Atlasta Solar Center completes installation of the solar panels and the inverters(s), then substantial completion of the work to be performed under this Agreement shall have occurred:

2. Approximate Start Date: 120-180 days from the date of the last amendment to this Agreement **Approximate Completion Date:** 180-270 days from the date of the last amendment to this Agreement

This performance timeline is an estimate and may be adjusted as provided in this Agreement or any subsequent amendments, including delays due to late payments or unforeseen conditions.

Notice of Colorado Right to Rescission: You may cancel this agreement at any time prior to midnight of the third business day after the date you sign this agreement.

3. PROPERTY CONDITIONS

You will be responsible for the ongoing structural integrity of the location where the System is installed, including structural or electrical modifications necessary to prepare your Property for the System. You agree that Atlasta Solar Center is not responsible for any known or unknown Property conditions.

4. EXISTING CONDITIONS

Atlasta Solar Center is not responsible and bears no liability for the performance of existing electrical equipment at the Property, including but not limited to the main electrical service panel, any major electrical devices, or any other fuses or similar devices. Warranty of system monitoring internet connection past two (2) months. After two (2) months, Atlasta Solar Center can assist remotely with monitoring troubleshooting but will charge a trip fee and hourly rate for on-site monitoring support.

5. COST OR DELAY DUE TO UNFORESEEN CONDITIONS

Atlasta Solar Center is not responsible for failures, delays, or expenses related to unanticipated, unusual, or unforeseen conditions at the Property arising out of conditions beyond Atlasta Solar Center's reasonable control (all of which shall be considered "Force Majeure Events"). Performance times under this Agreement will be considered extended for a period of time equivalent to the time lost due to such conditions. If Atlasta Solar Center discovers unforeseen conditions requiring additional cost, then Atlasta Solar Center shall present such costs to you and get your written approval before beginning or continuing performance. Failure to provide such approval may result in Atlasta Solar Center exercising its termination rights pursuant to Section 9 of this Agreement. In addition to any rights you may have to cancel this agreement under Section 9 and under Section 1 of this agreement, you may cancel this agreement, including any subsequent amendment, at any time prior to the commencement of construction on your home.

6. PROPERTY ACCESS

You grant to Atlasta Solar Center and its employees, agents, and contractors the right to reasonably access all of the Property as necessary for the purposes of (i) installing, constructing, operating, repairing, removing and replacing the System or making any additions to the System; (ii) installing, using and maintaining electric lines and inverters and meters, necessary to interconnect the System to your electric system at the Property and/or to the utility's electric distribution system; or (iii) taking any other action reasonably necessary in connection with the construction, installation, operation, maintenance, removal or repair of the System. You grant Atlasta Solar Center the right to use any photos of the installation for marketing and/or quality control purposes.

7. TITLE AND RISK OF LOSS

Title to the Project shall transfer to you when we complete installation of the Project. After delivery of the System equipment and materials to your Property, other than damage directly resulting from Atlasta Solar Center's actions, you bear risk of loss to the System for all causes of loss after the end of the Warranty Period. Atlasta Solar Center retains all Atlasta Solar Center-owned intellectual property rights on any of the equipment installed in your System including, but not limited to, photos, patents, copyrights and trademarks.

8. TERMINATION AND DEFAULT

Atlasta Solar Center may terminate this Agreement, upon seven (7) days written notice, for any material or non-material breach, for any failure of Customer to agree to an appropriate change order, for any failure of Customer to pay Atlasta Solar Center any amount due, for any bankruptcy or financial distress of Customer, or for any hindrance to Atlasta Solar Center in the performance process.

9. REMEDIES UPON CUSTOMER'S BREACH

Without limiting any of Atlasta Solar Center's other rights and remedies, upon any breach by Customer, including any failure of Customer to

pay Atlasta Solar Center any amount due, Atlasta Solar Center shall

have the right to: (i) pursue a stop work order at the Property; (ii) prevent any more work from being done at the Property until the breach is cured and a bond is posted by the Customer for any amounts payable under this Agreement; (iii) recover all amounts due under this Agreement for services provided through the date of termination including interest (prime+ 2% or such amount as allowed by law); (iv) remove any Project materials or equipment from the Property; (v) submit to credit reporting agencies (credit bureaus) negative credit reports that would be reflected on your credit record; and (vi) any other legal remedies including but not limited to mechanics' liens or similar remedies.

10. MECHANIC'S LIEN RELEASES

Upon satisfactory payment for any portion of the work performed, Atlasta Solar Center shall, prior to any further payment, furnish to Customer a full and unconditional release from any claim or mechanic's lien pursuant to applicable law for that portion of the work for which payment has been made.

11. Atlasta Solar Center's INSURANCE

a. Commercial General Liability Insurance

(CGL). Atlasta Solar Center carries commercial general liability insurance with coverage amounts that meet or exceed those required by law.

Additional information specific to your solar project:

Client name: Jim Stavast

Address: 250 N 5th St, Grand Junction, CO 81501, USA

Solar Panels:

- Manufacturer: Hanwha Q CELLS
- Model: Q.PEAK DUO L-G5.2 395
- Watts: 395
- Count: 267

- Manufacturer: Hanwha Q CELLS
- Model: Q.PEAK DUO L-G5.2 395
- Watts: 395
- Count: 27

Inverters:

- Name: Enphase Energy Inc. - IQ9H-240-72-2-US [240V]
- Efficiency: 97.00%

Panels:

- Name: Hanwha Q CELLS - Q.PEAK DUO L-G5.2 395
- Efficiency: 19.60%

Pricing & Payment information:

Extra costs:

- Ballast Mount: 1 x \$0.00/Watt
- Mesa County Structural Engineering: 1 x \$499.00 \$499.00

Discounts:

- Xcel Energy Rebate -\$593.35 per month over 20 years: 1 x -\$142,405.60 -\$142,405.60

Rebates & Incentives applied to the project:

- Residential Renewable Energy Tax Credit - 30%: -\$120,344.25

Gross price of system \$401,147.50

Cost after rebates and incentives: \$138,397.65

Project specs:

- System size: 116.13 kW
- CEC-AC rating: 99,129 kW
- Estimated First Year Production: 178,392 kWh AC
- Consumption Offset: 28%

Year	Utility savings	Incentive revenues	Operating cost	Financial payme	Tax benefits	Annual savings
2024	\$21,441.87	\$0.00	\$0.00	\$270,354.90	\$0.00	(\$248,913.03)
2025	\$21,614.59	\$0.00	\$0.00	\$0.00	\$123,828.15	\$145,442.74
2026	\$21,815.59	\$0.00	\$0.00	\$0.00	\$0.00	\$21,815.59
2027	\$22,026.33	\$0.00	\$0.00	\$0.00	\$0.00	\$22,026.33
2028	\$22,268.74	\$0.00	\$0.00	\$0.00	\$0.00	\$22,268.74
2029	\$22,478.38	\$0.00	\$0.00	\$0.00	\$0.00	\$22,478.38
2030	\$22,720.37	\$0.00	\$0.00	\$0.00	\$0.00	\$22,720.37
2031	\$22,973.49	\$0.00	\$0.00	\$0.00	\$0.00	\$22,973.49
2032	\$23,262.86	\$0.00	\$0.00	\$0.00	\$0.00	\$23,262.86
2033	\$23,514.59	\$0.00	\$0.00	\$0.00	\$0.00	\$23,514.59
2034	\$23,803.37	\$0.00	\$0.00	\$0.00	\$0.00	\$23,803.37
2035	\$24,104.85	\$0.00	\$0.00	\$0.00	\$0.00	\$24,104.85
2036	\$24,447.84	\$0.00	\$0.00	\$0.00	\$0.00	\$24,447.84
2037	\$24,747.62	\$0.00	\$0.00	\$0.00	\$0.00	\$24,747.62
2038	\$25,089.82	\$0.00	\$0.00	\$0.00	\$0.00	\$25,089.82
2039	\$25,446.52	\$0.00	\$0.00	\$0.00	\$0.00	\$25,446.52
2040	\$25,850.77	\$0.00	\$0.00	\$0.00	\$0.00	\$25,850.77
2041	\$26,205.42	\$0.00	\$0.00	\$0.00	\$0.00	\$26,205.42
2042	\$26,608.65	\$0.00	\$0.00	\$0.00	\$0.00	\$26,608.65
2043	\$27,028.46	\$0.00	\$0.00	\$0.00	\$0.00	\$27,028.46
2044	\$27,502.74	\$0.00	\$0.00	\$0.00	\$0.00	\$27,502.74
2045	\$27,920.08	\$0.00	\$0.00	\$0.00	\$0.00	\$27,920.08
2046	\$28,393.08	\$0.00	\$0.00	\$0.00	\$0.00	\$28,393.08
2047	\$28,885.04	\$0.00	\$0.00	\$0.00	\$0.00	\$28,885.04
2048	\$29,439.39	\$0.00	\$0.00	\$0.00	\$0.00	\$29,439.39
Total	\$619,590.45	\$0.00	\$0.00	\$270,354.90	\$123,828.15	\$473,063.70

Year	Month	Utility savings	Incentive revenues	Operating cost	Financial payments	Tax benefits	Monthly savings
2024	January	\$820.47	\$0.00	\$0.00	\$270,354.90	\$0.00	(\$269,534.43)
2024	February	\$1,908.73	\$0.00	\$0.00	\$0.00	\$0.00	\$1,908.73
2024	March	\$1,646.36	\$0.00	\$0.00	\$0.00	\$0.00	\$1,646.36
2024	April	\$2,454.92	\$0.00	\$0.00	\$0.00	\$0.00	\$2,454.92
2024	May	\$1,022.44	\$0.00	\$0.00	\$0.00	\$0.00	\$1,022.44
2024	June	\$3,117.21	\$0.00	\$0.00	\$0.00	\$0.00	\$3,117.21
2024	July	\$2,879.85	\$0.00	\$0.00	\$0.00	\$0.00	\$2,879.85
2024	August	\$2,989.97	\$0.00	\$0.00	\$0.00	\$0.00	\$2,989.97
2024	September	\$1,328.88	\$0.00	\$0.00	\$0.00	\$0.00	\$1,328.88
2024	October	\$1,940.57	\$0.00	\$0.00	\$0.00	\$0.00	\$1,940.57
2024	November	\$816.70	\$0.00	\$0.00	\$0.00	\$0.00	\$816.70
2024	December	\$515.77	\$0.00	\$0.00	\$0.00	\$0.00	\$515.77
2025	January	\$832.27	\$0.00	\$0.00	\$0.00	\$0.00	\$832.27
2025	February	\$1,898.72	\$0.00	\$0.00	\$0.00	\$0.00	\$1,898.72
2025	March	\$1,664.96	\$0.00	\$0.00	\$0.00	\$0.00	\$1,664.96
2025	April	\$2,474.29	\$0.00	\$0.00	\$0.00	\$0.00	\$2,474.29
2025	May	\$1,048.94	\$0.00	\$0.00	\$0.00	\$0.00	\$1,048.94
2025	June	\$3,135.58	\$0.00	\$0.00	\$0.00	\$123,828.15	\$126,963.73
2025	July	\$2,897.49	\$0.00	\$0.00	\$0.00	\$0.00	\$2,897.49
2025	August	\$3,003.94	\$0.00	\$0.00	\$0.00	\$0.00	\$3,003.94
2025	September	\$1,349.37	\$0.00	\$0.00	\$0.00	\$0.00	\$1,349.37
2025	October	\$1,952.52	\$0.00	\$0.00	\$0.00	\$0.00	\$1,952.52
2025	November	\$829.31	\$0.00	\$0.00	\$0.00	\$0.00	\$829.31
2025	December	\$527.20	\$0.00	\$0.00	\$0.00	\$0.00	\$527.20
2026	January	\$844.57	\$0.00	\$0.00	\$0.00	\$0.00	\$844.57
2026	February	\$1,908.13	\$0.00	\$0.00	\$0.00	\$0.00	\$1,908.13
2026	March	\$1,684.40	\$0.00	\$0.00	\$0.00	\$0.00	\$1,684.40
2026	April	\$2,494.67	\$0.00	\$0.00	\$0.00	\$0.00	\$2,494.67
2026	May	\$1,076.40	\$0.00	\$0.00	\$0.00	\$0.00	\$1,076.40
2026	June	\$3,155.05	\$0.00	\$0.00	\$0.00	\$0.00	\$3,155.05
2026	July	\$2,916.15	\$0.00	\$0.00	\$0.00	\$0.00	\$2,916.15
2026	August	\$3,018.85	\$0.00	\$0.00	\$0.00	\$0.00	\$3,018.85
2026	September	\$1,370.71	\$0.00	\$0.00	\$0.00	\$0.00	\$1,370.71
2026	October	\$1,965.17	\$0.00	\$0.00	\$0.00	\$0.00	\$1,965.17
2026	November	\$842.43	\$0.00	\$0.00	\$0.00	\$0.00	\$842.43
2026	December	\$539.06	\$0.00	\$0.00	\$0.00	\$0.00	\$539.06

2027 January	\$857.37	\$0.00	\$0.00	\$0.00	\$0.00	\$857.37
2027 February	\$1,918.15	\$0.00	\$0.00	\$0.00	\$0.00	\$1,918.15
2027 March	\$1,704.71	\$0.00	\$0.00	\$0.00	\$0.00	\$1,704.71
2027 April	\$2,516.08	\$0.00	\$0.00	\$0.00	\$0.00	\$2,516.08
2027 May	\$1,104.87	\$0.00	\$0.00	\$0.00	\$0.00	\$1,104.87
2027 June	\$3,175.64	\$0.00	\$0.00	\$0.00	\$0.00	\$3,175.64
2027 July	\$2,935.87	\$0.00	\$0.00	\$0.00	\$0.00	\$2,935.87
2027 August	\$3,034.72	\$0.00	\$0.00	\$0.00	\$0.00	\$3,034.72
2027 September	\$1,392.92	\$0.00	\$0.00	\$0.00	\$0.00	\$1,392.92
2027 October	\$1,978.54	\$0.00	\$0.00	\$0.00	\$0.00	\$1,978.54
2027 November	\$856.09	\$0.00	\$0.00	\$0.00	\$0.00	\$856.09
2027 December	\$551.36	\$0.00	\$0.00	\$0.00	\$0.00	\$551.36
2028 January	\$870.71	\$0.00	\$0.00	\$0.00	\$0.00	\$870.71
2028 February	\$1,950.40	\$0.00	\$0.00	\$0.00	\$0.00	\$1,950.40
2028 March	\$1,725.92	\$0.00	\$0.00	\$0.00	\$0.00	\$1,725.92
2028 April	\$2,538.56	\$0.00	\$0.00	\$0.00	\$0.00	\$2,538.56
2028 May	\$1,134.37	\$0.00	\$0.00	\$0.00	\$0.00	\$1,134.37
2028 June	\$3,197.40	\$0.00	\$0.00	\$0.00	\$0.00	\$3,197.40
2028 July	\$2,956.68	\$0.00	\$0.00	\$0.00	\$0.00	\$2,956.68
2028 August	\$3,051.59	\$0.00	\$0.00	\$0.00	\$0.00	\$3,051.59
2028 September	\$1,416.03	\$0.00	\$0.00	\$0.00	\$0.00	\$1,416.03
2028 October	\$1,992.65	\$0.00	\$0.00	\$0.00	\$0.00	\$1,992.65
2028 November	\$870.31	\$0.00	\$0.00	\$0.00	\$0.00	\$870.31
2028 December	\$564.13	\$0.00	\$0.00	\$0.00	\$0.00	\$564.13
2029 January	\$884.59	\$0.00	\$0.00	\$0.00	\$0.00	\$884.59
2029 February	\$1,940.11	\$0.00	\$0.00	\$0.00	\$0.00	\$1,940.11
2029 March	\$1,748.05	\$0.00	\$0.00	\$0.00	\$0.00	\$1,748.05
2029 April	\$2,562.15	\$0.00	\$0.00	\$0.00	\$0.00	\$2,562.15
2029 May	\$1,164.94	\$0.00	\$0.00	\$0.00	\$0.00	\$1,164.94
2029 June	\$3,220.35	\$0.00	\$0.00	\$0.00	\$0.00	\$3,220.35
2029 July	\$2,978.63	\$0.00	\$0.00	\$0.00	\$0.00	\$2,978.63
2029 August	\$3,069.50	\$0.00	\$0.00	\$0.00	\$0.00	\$3,069.50
2029 September	\$1,440.07	\$0.00	\$0.00	\$0.00	\$0.00	\$1,440.07
2029 October	\$2,007.52	\$0.00	\$0.00	\$0.00	\$0.00	\$2,007.52
2029 November	\$885.10	\$0.00	\$0.00	\$0.00	\$0.00	\$885.10
2029 December	\$577.36	\$0.00	\$0.00	\$0.00	\$0.00	\$577.36
2030 January	\$899.04	\$0.00	\$0.00	\$0.00	\$0.00	\$899.04

2030 February	\$1,952.09	\$0.00	\$0.00	\$0.00	\$0.00	\$1,952.09
2030 March	\$1,771.15	\$0.00	\$0.00	\$0.00	\$0.00	\$1,771.15
2030 April	\$2,586.89	\$0.00	\$0.00	\$0.00	\$0.00	\$2,586.89
2030 May	\$1,196.62	\$0.00	\$0.00	\$0.00	\$0.00	\$1,196.62
2030 June	\$3,244.55	\$0.00	\$0.00	\$0.00	\$0.00	\$3,244.55
2030 July	\$3,001.74	\$0.00	\$0.00	\$0.00	\$0.00	\$3,001.74
2030 August	\$3,088.47	\$0.00	\$0.00	\$0.00	\$0.00	\$3,088.47
2030 September	\$1,465.08	\$0.00	\$0.00	\$0.00	\$0.00	\$1,465.08
2030 October	\$2,023.18	\$0.00	\$0.00	\$0.00	\$0.00	\$2,023.18
2030 November	\$900.48	\$0.00	\$0.00	\$0.00	\$0.00	\$900.48
2030 December	\$591.10	\$0.00	\$0.00	\$0.00	\$0.00	\$591.10
2031 January	\$914.07	\$0.00	\$0.00	\$0.00	\$0.00	\$914.07
2031 February	\$1,964.76	\$0.00	\$0.00	\$0.00	\$0.00	\$1,964.76
2031 March	\$1,795.24	\$0.00	\$0.00	\$0.00	\$0.00	\$1,795.24
2031 April	\$2,612.81	\$0.00	\$0.00	\$0.00	\$0.00	\$2,612.81
2031 May	\$1,229.45	\$0.00	\$0.00	\$0.00	\$0.00	\$1,229.45
2031 June	\$3,270.02	\$0.00	\$0.00	\$0.00	\$0.00	\$3,270.02
2031 July	\$3,026.06	\$0.00	\$0.00	\$0.00	\$0.00	\$3,026.06
2031 August	\$3,108.53	\$0.00	\$0.00	\$0.00	\$0.00	\$3,108.53
2031 September	\$1,491.08	\$0.00	\$0.00	\$0.00	\$0.00	\$1,491.08
2031 October	\$2,039.66	\$0.00	\$0.00	\$0.00	\$0.00	\$2,039.66
2031 November	\$916.47	\$0.00	\$0.00	\$0.00	\$0.00	\$916.47
2031 December	\$605.34	\$0.00	\$0.00	\$0.00	\$0.00	\$605.34
2032 January	\$929.70	\$0.00	\$0.00	\$0.00	\$0.00	\$929.70
2032 February	\$2,002.91	\$0.00	\$0.00	\$0.00	\$0.00	\$2,002.91
2032 March	\$1,820.35	\$0.00	\$0.00	\$0.00	\$0.00	\$1,820.35
2032 April	\$2,639.95	\$0.00	\$0.00	\$0.00	\$0.00	\$2,639.95
2032 May	\$1,263.46	\$0.00	\$0.00	\$0.00	\$0.00	\$1,263.46
2032 June	\$3,296.82	\$0.00	\$0.00	\$0.00	\$0.00	\$3,296.82
2032 July	\$3,051.63	\$0.00	\$0.00	\$0.00	\$0.00	\$3,051.63
2032 August	\$3,129.74	\$0.00	\$0.00	\$0.00	\$0.00	\$3,129.74
2032 September	\$1,518.11	\$0.00	\$0.00	\$0.00	\$0.00	\$1,518.11
2032 October	\$2,056.98	\$0.00	\$0.00	\$0.00	\$0.00	\$2,056.98
2032 November	\$933.09	\$0.00	\$0.00	\$0.00	\$0.00	\$933.09
2032 December	\$620.11	\$0.00	\$0.00	\$0.00	\$0.00	\$620.11
2033 January	\$945.96	\$0.00	\$0.00	\$0.00	\$0.00	\$945.96
2033 February	\$1,992.28	\$0.00	\$0.00	\$0.00	\$0.00	\$1,992.28

2033 March	\$1,846.53	\$0.00	\$0.00	\$0.00	\$0.00	\$1,846.53
2033 April	\$2,668.36	\$0.00	\$0.00	\$0.00	\$0.00	\$2,668.36
2033 May	\$1,298.70	\$0.00	\$0.00	\$0.00	\$0.00	\$1,298.70
2033 June	\$3,324.99	\$0.00	\$0.00	\$0.00	\$0.00	\$3,324.99
2033 July	\$3,078.49	\$0.00	\$0.00	\$0.00	\$0.00	\$3,078.49
2033 August	\$3,152.11	\$0.00	\$0.00	\$0.00	\$0.00	\$3,152.11
2033 September	\$1,546.20	\$0.00	\$0.00	\$0.00	\$0.00	\$1,546.20
2033 October	\$2,075.17	\$0.00	\$0.00	\$0.00	\$0.00	\$2,075.17
2033 November	\$950.37	\$0.00	\$0.00	\$0.00	\$0.00	\$950.37
2033 December	\$635.42	\$0.00	\$0.00	\$0.00	\$0.00	\$635.42
2034 January	\$962.87	\$0.00	\$0.00	\$0.00	\$0.00	\$962.87
2034 February	\$2,007.17	\$0.00	\$0.00	\$0.00	\$0.00	\$2,007.17
2034 March	\$1,873.80	\$0.00	\$0.00	\$0.00	\$0.00	\$1,873.80
2034 April	\$2,698.07	\$0.00	\$0.00	\$0.00	\$0.00	\$2,698.07
2034 May	\$1,335.22	\$0.00	\$0.00	\$0.00	\$0.00	\$1,335.22
2034 June	\$3,354.57	\$0.00	\$0.00	\$0.00	\$0.00	\$3,354.57
2034 July	\$3,106.68	\$0.00	\$0.00	\$0.00	\$0.00	\$3,106.68
2034 August	\$3,175.70	\$0.00	\$0.00	\$0.00	\$0.00	\$3,175.70
2034 September	\$1,575.40	\$0.00	\$0.00	\$0.00	\$0.00	\$1,575.40
2034 October	\$2,094.26	\$0.00	\$0.00	\$0.00	\$0.00	\$2,094.26
2034 November	\$968.33	\$0.00	\$0.00	\$0.00	\$0.00	\$968.33
2034 December	\$651.30	\$0.00	\$0.00	\$0.00	\$0.00	\$651.30
2035 January	\$980.44	\$0.00	\$0.00	\$0.00	\$0.00	\$980.44
2035 February	\$2,022.86	\$0.00	\$0.00	\$0.00	\$0.00	\$2,022.86
2035 March	\$1,902.20	\$0.00	\$0.00	\$0.00	\$0.00	\$1,902.20
2035 April	\$2,729.13	\$0.00	\$0.00	\$0.00	\$0.00	\$2,729.13
2035 May	\$1,373.04	\$0.00	\$0.00	\$0.00	\$0.00	\$1,373.04
2035 June	\$3,385.61	\$0.00	\$0.00	\$0.00	\$0.00	\$3,385.61
2035 July	\$3,136.24	\$0.00	\$0.00	\$0.00	\$0.00	\$3,136.24
2035 August	\$3,200.54	\$0.00	\$0.00	\$0.00	\$0.00	\$3,200.54
2035 September	\$1,605.73	\$0.00	\$0.00	\$0.00	\$0.00	\$1,605.73
2035 October	\$2,114.28	\$0.00	\$0.00	\$0.00	\$0.00	\$2,114.28
2035 November	\$986.99	\$0.00	\$0.00	\$0.00	\$0.00	\$986.99
2035 December	\$667.76	\$0.00	\$0.00	\$0.00	\$0.00	\$667.76
2036 January	\$998.71	\$0.00	\$0.00	\$0.00	\$0.00	\$998.71
2036 February	\$2,067.75	\$0.00	\$0.00	\$0.00	\$0.00	\$2,067.75
2036 March	\$1,931.78	\$0.00	\$0.00	\$0.00	\$0.00	\$1,931.78

2036 April	\$2,761.59	\$0.00	\$0.00	\$0.00	\$0.00	\$2,761.59
2036 May	\$1,412.23	\$0.00	\$0.00	\$0.00	\$0.00	\$1,412.23
2036 June	\$3,418.16	\$0.00	\$0.00	\$0.00	\$0.00	\$3,418.16
2036 July	\$3,167.23	\$0.00	\$0.00	\$0.00	\$0.00	\$3,167.23
2036 August	\$3,226.67	\$0.00	\$0.00	\$0.00	\$0.00	\$3,226.67
2036 September	\$1,637.25	\$0.00	\$0.00	\$0.00	\$0.00	\$1,637.25
2036 October	\$2,135.27	\$0.00	\$0.00	\$0.00	\$0.00	\$2,135.27
2036 November	\$1,006.37	\$0.00	\$0.00	\$0.00	\$0.00	\$1,006.37
2036 December	\$684.83	\$0.00	\$0.00	\$0.00	\$0.00	\$684.83
2037 January	\$1,017.69	\$0.00	\$0.00	\$0.00	\$0.00	\$1,017.69
2037 February	\$2,056.71	\$0.00	\$0.00	\$0.00	\$0.00	\$2,056.71
2037 March	\$1,962.57	\$0.00	\$0.00	\$0.00	\$0.00	\$1,962.57
2037 April	\$2,795.49	\$0.00	\$0.00	\$0.00	\$0.00	\$2,795.49
2037 May	\$1,452.82	\$0.00	\$0.00	\$0.00	\$0.00	\$1,452.82
2037 June	\$3,452.27	\$0.00	\$0.00	\$0.00	\$0.00	\$3,452.27
2037 July	\$3,199.68	\$0.00	\$0.00	\$0.00	\$0.00	\$3,199.68
2037 August	\$3,254.14	\$0.00	\$0.00	\$0.00	\$0.00	\$3,254.14
2037 September	\$1,669.98	\$0.00	\$0.00	\$0.00	\$0.00	\$1,669.98
2037 October	\$2,157.24	\$0.00	\$0.00	\$0.00	\$0.00	\$2,157.24
2037 November	\$1,026.50	\$0.00	\$0.00	\$0.00	\$0.00	\$1,026.50
2037 December	\$702.52	\$0.00	\$0.00	\$0.00	\$0.00	\$702.52
2038 January	\$1,037.41	\$0.00	\$0.00	\$0.00	\$0.00	\$1,037.41
2038 February	\$2,074.93	\$0.00	\$0.00	\$0.00	\$0.00	\$2,074.93
2038 March	\$1,994.62	\$0.00	\$0.00	\$0.00	\$0.00	\$1,994.62
2038 April	\$2,830.88	\$0.00	\$0.00	\$0.00	\$0.00	\$2,830.88
2038 May	\$1,494.86	\$0.00	\$0.00	\$0.00	\$0.00	\$1,494.86
2038 June	\$3,487.99	\$0.00	\$0.00	\$0.00	\$0.00	\$3,487.99
2038 July	\$3,233.65	\$0.00	\$0.00	\$0.00	\$0.00	\$3,233.65
2038 August	\$3,282.98	\$0.00	\$0.00	\$0.00	\$0.00	\$3,282.98
2038 September	\$1,703.97	\$0.00	\$0.00	\$0.00	\$0.00	\$1,703.97
2038 October	\$2,180.25	\$0.00	\$0.00	\$0.00	\$0.00	\$2,180.25
2038 November	\$1,047.41	\$0.00	\$0.00	\$0.00	\$0.00	\$1,047.41
2038 December	\$720.86	\$0.00	\$0.00	\$0.00	\$0.00	\$720.86
2039 January	\$1,057.90	\$0.00	\$0.00	\$0.00	\$0.00	\$1,057.90
2039 February	\$2,094.05	\$0.00	\$0.00	\$0.00	\$0.00	\$2,094.05
2039 March	\$2,027.96	\$0.00	\$0.00	\$0.00	\$0.00	\$2,027.96
2039 April	\$2,867.81	\$0.00	\$0.00	\$0.00	\$0.00	\$2,867.81

2039 May	\$1,538.42	\$0.00	\$0.00	\$0.00	\$0.00	\$1,538.42
2039 June	\$3,525.38	\$0.00	\$0.00	\$0.00	\$0.00	\$3,525.38
2039 July	\$3,269.20	\$0.00	\$0.00	\$0.00	\$0.00	\$3,269.20
2039 August	\$3,313.25	\$0.00	\$0.00	\$0.00	\$0.00	\$3,313.25
2039 September	\$1,739.27	\$0.00	\$0.00	\$0.00	\$0.00	\$1,739.27
2039 October	\$2,204.31	\$0.00	\$0.00	\$0.00	\$0.00	\$2,204.31
2039 November	\$1,069.12	\$0.00	\$0.00	\$0.00	\$0.00	\$1,069.12
2039 December	\$739.87	\$0.00	\$0.00	\$0.00	\$0.00	\$739.87
2040 January	\$1,079.17	\$0.00	\$0.00	\$0.00	\$0.00	\$1,079.17
2040 February	\$2,146.65	\$0.00	\$0.00	\$0.00	\$0.00	\$2,146.65
2040 March	\$2,062.64	\$0.00	\$0.00	\$0.00	\$0.00	\$2,062.64
2040 April	\$2,906.33	\$0.00	\$0.00	\$0.00	\$0.00	\$2,906.33
2040 May	\$1,583.53	\$0.00	\$0.00	\$0.00	\$0.00	\$1,583.53
2040 June	\$3,564.49	\$0.00	\$0.00	\$0.00	\$0.00	\$3,564.49
2040 July	\$3,306.36	\$0.00	\$0.00	\$0.00	\$0.00	\$3,306.36
2040 August	\$3,345.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,345.00
2040 September	\$1,775.91	\$0.00	\$0.00	\$0.00	\$0.00	\$1,775.91
2040 October	\$2,229.47	\$0.00	\$0.00	\$0.00	\$0.00	\$2,229.47
2040 November	\$1,091.65	\$0.00	\$0.00	\$0.00	\$0.00	\$1,091.65
2040 December	\$759.57	\$0.00	\$0.00	\$0.00	\$0.00	\$759.57
2041 January	\$1,101.27	\$0.00	\$0.00	\$0.00	\$0.00	\$1,101.27
2041 February	\$2,135.11	\$0.00	\$0.00	\$0.00	\$0.00	\$2,135.11
2041 March	\$2,098.71	\$0.00	\$0.00	\$0.00	\$0.00	\$2,098.71
2041 April	\$2,946.50	\$0.00	\$0.00	\$0.00	\$0.00	\$2,946.50
2041 May	\$1,630.25	\$0.00	\$0.00	\$0.00	\$0.00	\$1,630.25
2041 June	\$3,605.37	\$0.00	\$0.00	\$0.00	\$0.00	\$3,605.37
2041 July	\$3,345.20	\$0.00	\$0.00	\$0.00	\$0.00	\$3,345.20
2041 August	\$3,378.27	\$0.00	\$0.00	\$0.00	\$0.00	\$3,378.27
2041 September	\$1,813.95	\$0.00	\$0.00	\$0.00	\$0.00	\$1,813.95
2041 October	\$2,255.76	\$0.00	\$0.00	\$0.00	\$0.00	\$2,255.76
2041 November	\$1,115.05	\$0.00	\$0.00	\$0.00	\$0.00	\$1,115.05
2041 December	\$779.98	\$0.00	\$0.00	\$0.00	\$0.00	\$779.98
2042 January	\$1,124.21	\$0.00	\$0.00	\$0.00	\$0.00	\$1,124.21
2042 February	\$2,157.11	\$0.00	\$0.00	\$0.00	\$0.00	\$2,157.11
2042 March	\$2,136.21	\$0.00	\$0.00	\$0.00	\$0.00	\$2,136.21
2042 April	\$2,988.38	\$0.00	\$0.00	\$0.00	\$0.00	\$2,988.38
2042 May	\$1,678.64	\$0.00	\$0.00	\$0.00	\$0.00	\$1,678.64

2042 June	\$3,648.10	\$0.00	\$0.00	\$0.00	\$0.00	\$3,648.10
2042 July	\$3,385.77	\$0.00	\$0.00	\$0.00	\$0.00	\$3,385.77
2042 August	\$3,413.11	\$0.00	\$0.00	\$0.00	\$0.00	\$3,413.11
2042 September	\$1,853.43	\$0.00	\$0.00	\$0.00	\$0.00	\$1,853.43
2042 October	\$2,283.23	\$0.00	\$0.00	\$0.00	\$0.00	\$2,283.23
2042 November	\$1,139.33	\$0.00	\$0.00	\$0.00	\$0.00	\$1,139.33
2042 December	\$801.13	\$0.00	\$0.00	\$0.00	\$0.00	\$801.13
2043 January	\$1,148.02	\$0.00	\$0.00	\$0.00	\$0.00	\$1,148.02
2043 February	\$2,180.15	\$0.00	\$0.00	\$0.00	\$0.00	\$2,180.15
2043 March	\$2,175.19	\$0.00	\$0.00	\$0.00	\$0.00	\$2,175.19
2043 April	\$3,032.01	\$0.00	\$0.00	\$0.00	\$0.00	\$3,032.01
2043 May	\$1,728.76	\$0.00	\$0.00	\$0.00	\$0.00	\$1,728.76
2043 June	\$3,692.72	\$0.00	\$0.00	\$0.00	\$0.00	\$3,692.72
2043 July	\$3,428.14	\$0.00	\$0.00	\$0.00	\$0.00	\$3,428.14
2043 August	\$3,449.58	\$0.00	\$0.00	\$0.00	\$0.00	\$3,449.58
2043 September	\$1,894.40	\$0.00	\$0.00	\$0.00	\$0.00	\$1,894.40
2043 October	\$2,311.90	\$0.00	\$0.00	\$0.00	\$0.00	\$2,311.90
2043 November	\$1,164.53	\$0.00	\$0.00	\$0.00	\$0.00	\$1,164.53
2043 December	\$823.05	\$0.00	\$0.00	\$0.00	\$0.00	\$823.05
2044 January	\$1,172.75	\$0.00	\$0.00	\$0.00	\$0.00	\$1,172.75
2044 February	\$2,241.57	\$0.00	\$0.00	\$0.00	\$0.00	\$2,241.57
2044 March	\$2,215.71	\$0.00	\$0.00	\$0.00	\$0.00	\$2,215.71
2044 April	\$3,077.46	\$0.00	\$0.00	\$0.00	\$0.00	\$3,077.46
2044 May	\$1,780.66	\$0.00	\$0.00	\$0.00	\$0.00	\$1,780.66
2044 June	\$3,739.31	\$0.00	\$0.00	\$0.00	\$0.00	\$3,739.31
2044 July	\$3,472.35	\$0.00	\$0.00	\$0.00	\$0.00	\$3,472.35
2044 August	\$3,487.73	\$0.00	\$0.00	\$0.00	\$0.00	\$3,487.73
2044 September	\$1,936.92	\$0.00	\$0.00	\$0.00	\$0.00	\$1,936.92
2044 October	\$2,341.83	\$0.00	\$0.00	\$0.00	\$0.00	\$2,341.83
2044 November	\$1,190.68	\$0.00	\$0.00	\$0.00	\$0.00	\$1,190.68
2044 December	\$845.77	\$0.00	\$0.00	\$0.00	\$0.00	\$845.77
2045 January	\$1,198.40	\$0.00	\$0.00	\$0.00	\$0.00	\$1,198.40
2045 February	\$2,229.43	\$0.00	\$0.00	\$0.00	\$0.00	\$2,229.43
2045 March	\$2,257.81	\$0.00	\$0.00	\$0.00	\$0.00	\$2,257.81
2045 April	\$3,124.80	\$0.00	\$0.00	\$0.00	\$0.00	\$3,124.80
2045 May	\$1,834.41	\$0.00	\$0.00	\$0.00	\$0.00	\$1,834.41
2045 June	\$3,787.93	\$0.00	\$0.00	\$0.00	\$0.00	\$3,787.93

2045 July	\$3,518.48	\$0.00	\$0.00	\$0.00	\$0.00	\$3,518.48
2045 August	\$3,527.61	\$0.00	\$0.00	\$0.00	\$0.00	\$3,527.61
2045 September	\$1,981.03	\$0.00	\$0.00	\$0.00	\$0.00	\$1,981.03
2045 October	\$2,373.05	\$0.00	\$0.00	\$0.00	\$0.00	\$2,373.05
2045 November	\$1,217.81	\$0.00	\$0.00	\$0.00	\$0.00	\$1,217.81
2045 December	\$869.30	\$0.00	\$0.00	\$0.00	\$0.00	\$869.30
2046 January	\$1,225.03	\$0.00	\$0.00	\$0.00	\$0.00	\$1,225.03
2046 February	\$2,255.76	\$0.00	\$0.00	\$0.00	\$0.00	\$2,255.76
2046 March	\$2,301.56	\$0.00	\$0.00	\$0.00	\$0.00	\$2,301.56
2046 April	\$3,174.08	\$0.00	\$0.00	\$0.00	\$0.00	\$3,174.08
2046 May	\$1,890.07	\$0.00	\$0.00	\$0.00	\$0.00	\$1,890.07
2046 June	\$3,838.65	\$0.00	\$0.00	\$0.00	\$0.00	\$3,838.65
2046 July	\$3,566.59	\$0.00	\$0.00	\$0.00	\$0.00	\$3,566.59
2046 August	\$3,569.30	\$0.00	\$0.00	\$0.00	\$0.00	\$3,569.30
2046 September	\$2,026.80	\$0.00	\$0.00	\$0.00	\$0.00	\$2,026.80
2046 October	\$2,405.61	\$0.00	\$0.00	\$0.00	\$0.00	\$2,405.61
2046 November	\$1,245.96	\$0.00	\$0.00	\$0.00	\$0.00	\$1,245.96
2046 December	\$893.68	\$0.00	\$0.00	\$0.00	\$0.00	\$893.68
2047 January	\$1,252.66	\$0.00	\$0.00	\$0.00	\$0.00	\$1,252.66
2047 February	\$2,283.26	\$0.00	\$0.00	\$0.00	\$0.00	\$2,283.26
2047 March	\$2,347.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,347.00
2047 April	\$3,225.38	\$0.00	\$0.00	\$0.00	\$0.00	\$3,225.38
2047 May	\$1,947.71	\$0.00	\$0.00	\$0.00	\$0.00	\$1,947.71
2047 June	\$3,891.54	\$0.00	\$0.00	\$0.00	\$0.00	\$3,891.54
2047 July	\$3,616.74	\$0.00	\$0.00	\$0.00	\$0.00	\$3,616.74
2047 August	\$3,612.83	\$0.00	\$0.00	\$0.00	\$0.00	\$3,612.83
2047 September	\$2,074.27	\$0.00	\$0.00	\$0.00	\$0.00	\$2,074.27
2047 October	\$2,439.55	\$0.00	\$0.00	\$0.00	\$0.00	\$2,439.55
2047 November	\$1,275.16	\$0.00	\$0.00	\$0.00	\$0.00	\$1,275.16
2047 December	\$918.94	\$0.00	\$0.00	\$0.00	\$0.00	\$918.94
2048 January	\$1,281.32	\$0.00	\$0.00	\$0.00	\$0.00	\$1,281.32
2048 February	\$2,354.77	\$0.00	\$0.00	\$0.00	\$0.00	\$2,354.77
2048 March	\$2,394.19	\$0.00	\$0.00	\$0.00	\$0.00	\$2,394.19
2048 April	\$3,278.75	\$0.00	\$0.00	\$0.00	\$0.00	\$3,278.75
2048 May	\$2,007.39	\$0.00	\$0.00	\$0.00	\$0.00	\$2,007.39
2048 June	\$3,946.67	\$0.00	\$0.00	\$0.00	\$0.00	\$3,946.67
2048 July	\$3,669.01	\$0.00	\$0.00	\$0.00	\$0.00	\$3,669.01

2048 August	\$3,658.29	\$0.00	\$0.00	\$0.00	\$0.00	\$3,658.29
2048 September	\$2,123.51	\$0.00	\$0.00	\$0.00	\$0.00	\$2,123.51
2048 October	\$2,474.92	\$0.00	\$0.00	\$0.00	\$0.00	\$2,474.92
2048 November	\$1,305.44	\$0.00	\$0.00	\$0.00	\$0.00	\$1,305.44
2048 December	\$945.11	\$0.00	\$0.00	\$0.00	\$0.00	\$945.11



Performance Bond

999348470

CONTRACTOR:

(Name, legal status, and address)
Atlasta Solar Center LLC

1111 S 12th Street
Grand Junction, CO 81501

OWNER:

(Name, legal status, and address)
City of Grand Junction

250 North 5th Street
Grand Junction, CO 81501

SURETY:

(Name, legal status, and principal place of business)

The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

MAILING ADDRESS FOR NOTICES:

Liberty Mutual Surety Claims
P.O. Box 34526
Seattle, WA 98124

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date: August 8, 2024

Amount: \$401,147.50 Four Hundred One Thousand One Hundred Forty-seven Dollars And Fifty Cents

Description:

(Name and location)

RFP-5435-24-DD Purchase and installation of a turnkey solar photo-voltaic system on the roof of City Hall

BOND

Date: August 15, 2024

(Not earlier than Construction Contract Date)

Amount: \$401,148.00 Four Hundred One Thousand One Hundred Forty-eight Dollars And Zero Cents

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
Atlasta Solar Center LLC

SURETY

Company:
The Ohio Casualty Insurance Company

Signature: L. Villain (BC)
Name: Lou Villain
and Title: owner

(Any additional signatures appear on the last page of this Performance Bond.)

Signature: [Signature]
Name: Christopher A. Rose - Attorney in
and Title: Fact



(FOR INFORMATION ONLY — Name, address, and telephone)

AGENT or BROKER:

Moody Valley Insurance Agency Inc

OWNER'S REPRESENTATIVE:

(Architect, Engineer, or other party:)

760 Horizon Dr Ste 302
Grand Junction, CO 81506-3968

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

Signature: _____

Name and Title: _____

Address: _____

Init.

/

Liberty Mutual Surety vouches that the original text of this document conforms exactly to the text
in **AIA Document A312-2010 Edition Performance Bond**.



Payment Bond

999348470

CONTRACTOR:

(Name, legal status, and address)
Atlasta Solar Center LLC

1111 S 12th Street
Grand Junction, CO 81501

OWNER:

(Name, legal status, and address)
City of Grand Junction

250 North 5th Street
Grand Junction, CO 81501

CONSTRUCTION CONTRACT

Date: August 8, 2024

Amount: \$401,147.50 Four Hundred One Thousand One Hundred Forty-seven Dollars And Fifty Cents

Description:

(Name and location)

RFP-5435-24-DD Purchase and installation of a turnkey solar photo-voltaic system on the roof of City Hall

BOND

Date: August 15, 2024

(Not earlier than Construction Contract Date)

Amount: \$401,148.00 Four Hundred One Thousand One Hundred Forty-eight Dollars And Zero Cents

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
Atlasta Solar Center LLC

SURETY

Company:
The Ohio Casualty Insurance Company

Signature: *L Villain tsc*
Name: Lois Villain
and Title: owner
(Any additional signatures appear on the last page of this Payment Bond.)

Signature: *[Signature]*
Name: Christopher A. Rose - Attorney in
and Title: Fact



(FOR INFORMATION ONLY — Name, address, and telephone)

AGENT or BROKER:

Moody Valley Insurance Agency Inc

OWNER'S REPRESENTATIVE:

(Architect, Engineer, or other party:)

760 Horizon Dr Ste 302
Grand Junction, CO 81506-3968

Init.

Liberty Mutual Surety vouches that the original text of this document conforms exactly to the text
in AIA Document A312-2010 Edition Payment Bond.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____

Name and Title:

Address:

Signature: _____

Name and Title:

Address:

Init.

Liberty Mutual Surety vouches that the original text of this document conforms exactly to the text
in **AIA Document A312-2010 Edition Payment Bond**.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

The Ohio Casualty Insurance Company
POWER OF ATTORNEY

Principal: Atlasta Solar Center LLC
Agency Name: Moody Valley Insurance Agency Inc Bond Number: 999348470
Obligee: City of Grand Junction
Bond Amount: (\$401,148.00) Four Hundred One Thousand One Hundred Forty-eight Dollars And Zero Cents
Contract Amount: (\$401,147.50) Four Hundred One Thousand One Hundred Forty-seven Dollars And Fifty Cents

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Christopher A. Rose in the city and state of Grand Junction, CO, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 1st day of August, 2024.



The Ohio Casualty Insurance Company
By: Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY ss

On this 1st day of August, 2024, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public, Montgomery County
My commission expires March 26, 2026
Commission number 1126014
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 15th day of August, 2024.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



ATLASOL-02

NICHOLEC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/22/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mountain West In & Fin Serv LLC 100 E Victory Way Craig, CO 81625	CONTACT NAME: Nichole Clark	PHONE (A/C, No, Ext): (970) 254-0856	FAX (A/C, No): (970) 243-3914
	E-MAIL ADDRESS: nicholec@mntwst.com		
INSURED Atlasta Solar Center, LLC 1111 South 7th Street Grand Junction, CO 81501	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Pinnacle Assurance		41190
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$
	OTHER:						PRODUCTS - COMPIOP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE	\$
							AGGREGATE	\$
	DED <input type="checkbox"/> RETENTION \$							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	4158246	8/1/2024	8/1/2025	<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

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

CERTIFICATE HOLDER

CANCELLATION

City of Grand Junction 250 North 5th St. Grand Junction, CO 81501	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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/22/2024

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Conexus Insurance Partners 11080 Circle Point Road, Suite 100 Westminster CO 80020	CONTACT NAME: Julie Cooper PHONE (A/C, No, Ext): 303-429-3501 E-MAIL ADDRESS: jcooper@conexusins.com	FAX (A/C, No): 303-427-0611
	INSURER(S) AFFORDING COVERAGE	
INSURED Atlasta Solar Center, LLC 1111 S. 7th Street Grand Junction CO 81501	INSURER A : Owners Ins Co	
	INSURER B : AUTO-OWNERS INS CO	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1339486354 **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 INSD	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		74253724	8/17/2024	8/17/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y		54008501-01	8/17/2024	8/17/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		5400850100	8/17/2024	8/17/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Grand Junction, its Elected and Appointed Officials, Employees, and Volunteers are included as additionally insured in regards to General Liability Insurance including ongoing and completed operations and included as additionally insured in regards to Auto Liability and Umbrella Liability as required by written contract. All insurance is primary-noncontributory.

CERTIFICATE HOLDER City of Grand Junction 250 North 5th St Grand Junction CO 81501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

**SECTION II - COVERED AUTOS LIABILITY COVER-
AGE** is amended. The following provision is added.
Any person or organization is an **insured** for Covered
Autos Liability Coverage, but only to the extent that

person or organization qualifies as an **Insured** under
**SECTION II - COVERED AUTOS LIABILITY COVER-
AGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

58504 (1-15)

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Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO PLUS COVERAGE PACKAGE - ENHANCED

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

1. **Supplementary Payments**
SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 2. Coverage Extensions is amended. Paragraphs (3) and (7) of **a. Supplementary Payments** are deleted and replaced by the following:
 - (3) Up to the limit shown in the **COMMERCIAL AUTO PLUS COVERAGE PACKAGE - ENHANCED DECLARATIONS** for Supplementary Payments for the cost of bail bonds (including bonds for related traffic law violations) required because of an **accident we cover**. **We** will not apply for or furnish such bonds.
 - (7) All reasonable expenses incurred by an **insured** at **our** request, including actual loss of earnings up to the per day additional expenses limit shown in the **COMMERCIAL AUTO PLUS COVERAGE PACKAGE - ENHANCED DECLARATIONS** for Supplementary Payments.

2. **Employees as Insureds**
 If Non-Owned Autos Liability is shown in the Declarations, then **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured** is amended.
 - a. b.(2) is deleted.
 - b. The following provision is added.
Your employee, partner (if **you** are a partnership), member (if **you** are a limited liability company) or **executive officer** (if **you** are a corporation):
 - (a) While operating a covered **auto you** do not own, lease, hire, rent or borrow; and
 - (b) Only while the covered **auto** is being used by such **employee in your** business or **your** personal affairs.
 - c. Subject to **SECTION II - COVERED AUTOS LIABILITY COVERAGE, C. LIMIT OF INSURANCE**, the most **we** will pay for all damages will be the limits shown in the **COMMERCIAL AUTO PLUS COVERAGE PACKAGE - ENHANCED DECLARATIONS** for Employees as Insureds.

3. **Employee Hired Autos**
 - a. If Hired Autos Liability coverage is shown in the Declarations, then **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured** is amended. The following provision is added. An **employee of yours** is an **insured** while operating an **auto** leased, hired, rented or borrowed under a contract or agreement in an **employee's** name, with **your** permission, while used in **your** business.
 Subject to **SECTION II - COVERED AUTOS LIABILITY COVERAGE, C. LIMIT OF INSURANCE**, the most **we** will pay for all damages will be the limits shown in the **COMMERCIAL AUTO PLUS COVERAGE PACKAGE - ENHANCED DECLARATIONS** for Employee Hired Autos.
 - b. If Hired Autos Comprehensive and Collision Coverages are shown in the Declarations, then **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE** is amended. The following provision is added.
 - (1) **a. Comprehensive Coverage** and **b. Collision Coverage** is extended to an **auto your employee** leases, hires, rents or borrows:
 - (a) Under a contract in such **employee's** name;
 - (b) With **your** permission; and
 - (c) While used in **your** business.
 - (2) This extension does not apply to an **auto** owned by:
 - (a) **You**;
 - (b) **Your employee**;

- (c) **Your partners** (if **you** are a partnership);
 - (d) **Your members** (if **you** are a limited liability company);
 - (e) **Your executive officers** (if **you** are a corporation); or
 - (f) A **family member** of (a), (b), (c), (d) or (e) above.
- (3) Subject to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. LIMIT OF INSURANCE**, the most **we** will pay for any one **loss** under this extension shall not exceed the applicable limit shown in the **COMMERCIAL AUTO PLUS COVERAGE PACKAGE - ENHANCED DECLARATIONS** for Employee Hired Autos. **We** will reduce **our** payment by the deductible amount shown in that Declarations.
4. **Fellow Employee Coverage**
SECTION II - COVERED AUTOS LIABILITY COVERAGE, B. EXCLUSIONS is amended.
 Exclusion 4. **Fellow Employee** is deleted.
5. **Waiver of Collision Deductible for Collision with Another Auto-Owners Insured**
SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE is amended.
 Under paragraph 1., **b. Collision Coverage** is deleted and replaced by the following:
We will pay for **loss** to a covered **auto** or its **equipment or custom furnishings** under:
- b. **Collision Coverage**
 Caused by:
 - (1) The covered **auto's** collision with another object; or
 - (2) The covered **auto's** overturn.
 When a deductible is shown in the Declarations for this coverage, **we** will reduce **our** payment by that amount. The deductible shall not apply when a covered **auto** is in a collision with another **auto**:
 - (a) **We** insure and which **you** do not own, rent or have in **your** care, custody or control; or
 - (b) Whose owner or operator has been identified; and
 - 1) Is legally responsible for the entire amount of the damage; and
 - 2) Is covered by a **property damage** liability policy or bond but only if the damage exceeds the deductible amount.
6. **Waiver of Deductible for Covered Autos**
SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE is amended.
- a. Paragraph **1.a. Comprehensive Coverage** is amended. The following provision is added. When more than one covered **auto** is involved in the same **loss**, only one deductible shall apply. If the deductibles differ, **we** shall only apply the highest deductible.
 - b. Paragraph **1.b. Collision Coverage** is amended. The following provisions are added. When more than one covered **auto** is involved in the same **loss**, only one deductible shall apply. If deductibles differ, **we** shall only apply the highest deductible.
 When provision **5. Waiver of Collision Deductible For Collision With Another Auto-Owners Insured** of this endorsement also applies to the same **loss**, the deductible shall be further reduced to no deductible.
 For purposes of this provision only, an **auto** and attached **trailer** shall be considered two covered **autos**.
7. **Common Loss Deductible - Motor Cargo**
SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE is amended. The following provision is added.
- a. If **you** have coverage with **us** or a company affiliated with **us** under any of the following Motor Cargo Coverage Forms:
 - (1) Motor Cargo Special Form;
 - (2) Motor Cargo Named Perils Form;
 - (3) Truckmen's Gross Receipts Motor Cargo Named Perils Form;
 - (4) Truckmen's Legal Liability Motor Cargo Special Form;
 - (5) Annual Transportation Form - Named Perils;
 - (6) Annual Transportation Form - Special Form; or
 - (7) Trip Transit Form
 and there is a covered **loss** under that Motor Cargo Coverage Form and this policy then, at **your** option, the **auto** deductible applicable to the **loss** will be reduced by the amount of the applicable deductible under the Motor Cargo Coverage Form. In the event that more than one **auto** deductible provision applies to the same covered **loss**, with **your** permission, **we** will use the deductible that benefits **you** the most.
 - b. However:
 - (1) The covered **losses** must result from a single occurrence and **you** must file a claim on each of the covered **losses**.
 - (2) The amount of **loss** under each policy must exceed the applicable deductible and result in a paid **loss**.

- (3) In no event will the amount of such reduction exceed the amount of the applicable **auto** deductible.

8. Non-Owned Trailer Physical Damage

SECTION III - PHYSICAL DAMAGE COVERAGE,

A. COVERAGE is amended.

Under 3. Coverage Extensions, paragraph a. Trailers is deleted and replaced by the following.

a. Trailers

The Comprehensive Coverage and Collision Coverage provided to a covered **auto** extend to certain **trailers you** do not own. The **trailer** must:

- (1) Be designed for use with the covered **auto**;
- (2) Be used with the covered **auto**; and
- (3) Be other than a **trailer** of the home, office, store, display, or passenger type.

Our limit of insurance shall not exceed the limit shown in the COMMERCIAL AUTO PLUS COVERAGE PACKAGE - ENHANCED DECLARATIONS for Non-Owned Trailer Physical Damage in any one **loss**. No deductible applies to this coverage extension.

9. Personal Property

SECTION III - PHYSICAL DAMAGE COVERAGE,

A. COVERAGE is amended.

Under 3. Coverage Extensions, paragraph c. Personal Property is deleted and replaced by the following.

c. Personal Property

The Comprehensive Coverage and the Collision Coverage provided to a covered **auto** will extend to **loss** to personal property contained in or on such **auto** as follows:

- (1) Comprehensive Coverage because of:
 - (a) Fire;
 - (b) Lightning; or
 - (c) Theft or attempted theft if there are visible signs of someone breaking into such **auto** or the entire **auto** is stolen; or
- (2) Collision Coverage.

The personal property must be owned by **you**, a **family member** or **your employee**.

This coverage extension does not apply to:

- (a) Any electronic equipment that reproduces, receives or transmits audio, visual, global positioning or data signals.
- (b) Tapes, discs, or other similar media designed for use with equipment described in (a) immediately above.
- (c) Any accessories used with the media or equipment described in (a) or (b) immediately above.

- (d) Money or jewelry.

- (e) Any device designed or used to:

- 1) Detect speed-measuring equipment such as radar or laser detectors; or
- 2) Elude or disrupt speed-measuring equipment such as a jamming apparatus.

- (f) Property specifically insured.

- (g) Any property covered under any other coverage extension within this endorsement.

Our limit of insurance under this coverage extension is the limit shown in the COMMERCIAL AUTO PLUS COVERAGE PACKAGE - ENHANCED DECLARATIONS for Personal Property in any one **loss**. No deductible applies to this coverage extension.

10. Audio, Visual or Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE,

A. COVERAGE is amended.

The following coverage extension is added.

- a. We will extend the Comprehensive Coverage and the Collision Coverage that apply to a covered **auto** to **loss** to:

- (1) Any electronic equipment that reproduces, receives or transmits audio, visual, global positioning or data signals that is permanently installed in a covered **auto** and was not standard or optional equipment for the manufacturer of such covered **auto** for that make, model and model year.
- (2) Tapes, discs or other similar media designed for use with electronic equipment described in a.(1) above.
- (3) Any accessories used with the media or equipment described in a.(1) or a.(2) above.

- b. This coverage extension does not apply to any property covered under any other coverage extension within this endorsement.

- c. **B. EXCLUSIONS** is amended. Exclusion 1. is deleted for purposes of this coverage extension only.

11. Business Personal Property

SECTION III - PHYSICAL DAMAGE COVERAGE,

A. COVERAGE is amended.

The following coverage extension is added.

We will extend the Comprehensive Coverage and the Collision Coverage that apply to a covered **auto** to **loss** to business personal property contained in or on such **auto**. This coverage extension is subject to the following:

- a. The business personal property must be owned by **you**, a **family member** or **your employee**.

- b. Comprehensive Coverage is extended only for **loss** because of:
- (1) Fire;
 - (2) Lightning; or
 - (3) Theft or attempted theft.
- Unless the entire **auto** is stolen, there must be visible signs of someone breaking into the **auto** for **b.(3)** above to apply.
- c. This coverage extension does not apply to:
- (1) Any electronic equipment that reproduces, receives or transmits audio, visual, global positioning or data signals.
 - (2) Tapes, discs, or other similar media designed for use with equipment described in (1) immediately above.
 - (3) Any accessories used with the media or equipment described in (1) or (2) immediately above.
 - (4) Money or jewelry.
 - (5) Any device designed or used to:
 - (a) Detect speed-measuring equipment such as radar or laser detectors; or
 - (b) Elude or disrupt speed-measuring equipment such as a jamming apparatus.
 - (6) Property specifically insured.
 - (7) Any property covered under any other coverage extension within this endorsement.
- d. **Our** limit of insurance for any one **loss** under this coverage extension shall not exceed the limit shown in the COMMERCIAL AUTO PLUS COVERAGE PACKAGE - ENHANCED DECLARATIONS for Business Personal Property.
A deductible applies to this coverage extension. **We** will reduce **our** payment by such deductible amount shown in that Declarations.
- 12. Hired Autos Physical Damage**
SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE is amended.
The following coverage extension is added.
- a. If Hired Autos Liability coverage is provided to **you** by this policy, or any other policy or coverage form provided by **us** or a company affiliated with **us**, then **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, 1.a. Comprehensive Coverage** and **b. Collision Coverage** extend to an **auto** (that is not a **trailer**) **you** lease, hire, rent or borrow.
This does not include any **auto** (that is not a **trailer**) **you** lease, hire, rent or borrow from any of **your employees**, partners (if **you** are a partnership), members (if **you** are a limited liability company), **executive officers** (if **you** are a corporation), or members of their households.
- b. The most **we** will pay for **loss** to any one covered **auto** is the lesser of:
- (1) The actual cash value of stolen or damaged property at the time of **loss**;
 - (2) The cost, at local prices, to repair or replace damaged or stolen property with other property of like kind and quality; or
 - (3) The limit shown in the COMMERCIAL AUTO PLUS COVERAGE PACKAGE - ENHANCED DECLARATIONS for Hired Autos Physical Damage.
- The Comprehensive Coverage and Collision Coverage deductibles shown in the COMMERCIAL AUTO PLUS COVERAGE PACKAGE - ENHANCED DECLARATIONS for Hired Autos Physical Damage apply separately to each **auto** covered by this coverage extension.
- 13. Transportation Costs**
SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE is amended.
The following coverage extension is added.
We will reimburse **you** for expenses **you** incur for transporting **you** from where a covered **auto** was disabled, to **your** home, place of business or intended destination. **Our** maximum payment shall not exceed the limit shown in the COMMERCIAL AUTO PLUS COVERAGE PACKAGE - ENHANCED DECLARATIONS for Transportation Costs. No deductible applies to this coverage extension.
- 14. Transportation Expenses Following Theft**
SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, 3. Coverage Extensions is amended. **b. Transportation Expenses Following Theft** is deleted and replaced by:
- b. **Transportation Expenses Following Theft**
If Comprehensive Coverage is shown for an **auto** scheduled in the Declarations, **we** will pay up to the per day limit shown in the COMMERCIAL AUTO PLUS COVERAGE PACKAGE - ENHANCED DECLARATIONS for Transportation Expenses Following Theft but not more than the per loss limit shown in that Declarations in any one **loss** for transportation expenses incurred if such **auto** is stolen. **We** will pay such expenses incurred beginning 48 hours after **you** report the theft to **us** and to the police and ending when such **auto** is returned to use or **we** pay for its **loss**. No deductible applies to this coverage extension. This coverage extension is excess of any other insurance.

15. Motor Cargo**SECTION III - PHYSICAL DAMAGE COVERAGE,****A. COVERAGE** is amended.

The following coverage extension is added.

- a.** We will extend the Comprehensive Coverage and the Collision Coverage that apply to a covered **auto to loss** to:
- (1) **Your** property owned, sold or serviced by **you** and in the course of delivery;
 - (2) Property of others for which **you** are legally liable as a truckman under a:
 - (a) Tariff;
 - (b) Bill of lading; or
 - (c) Shipping receipt.
- b.** This coverage extension is subject to the following:
- (1) This coverage extension does not apply to:
 - (a) Accounts, bills, currency, deeds, evidences of debt, notes, money, securities, jewelry, or other similar valuables.
 - (b) Damage to live animals, except for death or death made immediately necessary because of injury caused by:
 - 1) Fire;
 - 2) Lightning;
 - 3) Flood;
 - 4) Explosion;
 - 5) Collision;
 - 6) Derailment;
 - 7) Overtum; or
 - 8) Stranding, burning or sinking of a ferry or lighter.
 - (c) Painting, statuary or other works of art, or articles that are antique or curious in nature unless such **loss** is an absolute total **loss** caused by a peril **we** insure against.
 - (d) **Loss** by pilferage.
 - (e) Insects, rodents, vermin, birds, animals or inherent vice.
 - (f) Loss from profit, loss of use or loss of market.
 - (g) Leakage, evaporation, shrinkage, breakage, heat or cold, or by being scented, molded, rusted, rotted, soured or changed in flavor or by bending, denting, chipping, marring or scratching unless caused by any of the following:
 - 1) Fire;
 - 2) Lightning;
 - 3) Wind;
 - 4) Flood;
 - 5) Explosion;
 - 6) Collision;

- 7) Derailment;
- 8) Overtum; or
- 9) Stranding, burning or sinking of a ferry or lighter.

- (h) Riots and civil commotion.
 - (i) Strikers, lock-out workers, or persons taking part in labor disturbances.
 - (j) Any property covered under any other coverage extension within this endorsement.
- (2) All shipments shall be valued at the actual invoice cost, including:
 - (a) Prepaid freight; and
 - (b) Cost and charges which have accrued and become legally due on such shipments.
 - (3) If there is no invoice, the valuation of the property coverage shall be the cash market value of the article(s) covered on the date and at the place of shipment.
 - (4) With respect to **loss** to any part of covered property made up of several parts, when complete for sale or use, **we** shall only pay for the part lost or damaged. With respect to damage to labels, capsules or wrappers, **we** shall only pay the cost of:
 - (a) New labels, capsules or wrappers; and
 - (b) Reconditioning the goods.
 - (5) With respect to **loss** by breakage of eggs, **we** will pay only when such **loss** exceeds 50% of the value of each shipping package, but **we** will pay no more than \$250 for any one **loss**.
 - (6) **Our** limit of insurance for all **loss** under this coverage extension shall not exceed the per loss limit shown in the COMMERCIAL AUTO PLUS COVERAGE PACKAGE - ENHANCED DECLARATIONS for Motor Cargo. No deductible applies to this coverage extension.
 - (7) This coverage extension shall apply as excess insurance over any other specific insurance.

16. Air Bag Replacement (Other Than a Private Passenger Auto)**SECTION III - PHYSICAL DAMAGE COVERAGE,****A. COVERAGE** is amended.

The following coverage extension is added.

- a.** We will extend the Comprehensive Coverage that applies to a covered **auto**, other than a **private passenger auto**, for the replacement of the air bag when it inflates without such **auto** having been involved in a Comprehensive or Collision **loss**.

- b. The deductible shown in the COMMERCIAL AUTO PLUS COVERAGE PACKAGE - ENHANCED DECLARATIONS for Air Bag Replacement applies to this coverage extension. We will reduce our payment by such deductible amount.
- 17. Business Interruption**
SECTION III - PHYSICAL DAMAGE COVERAGE is amended.
- a. **A. COVERAGE** is amended. The following coverages are added.
- (1) **Business Income**
 We will pay for the actual loss of **business income you** sustain because of the necessary **suspension of your** business activities during the **period of restoration**. The **suspension** must be caused by direct and accidental loss or damage to a covered **auto** used in **your** business. The direct and accidental loss or damage to the covered **auto** must be covered under Comprehensive Coverage or Collision Coverage, if shown in the Declarations, and must occur while such covered **auto** is located within the coverage territory.
- (2) **Extra Expense**
 We will pay the actual and necessary **extra expense you** incur during the **period of restoration** because of direct and accidental loss or damage to a covered **auto** used in **your** business. The direct and accidental loss or damage to the covered **auto** must be covered under Comprehensive Coverage or Collision Coverage, if shown in the Declarations, and must occur while such covered **auto** is located within the coverage territory.
- b. **B. EXCLUSIONS** is amended. The following exclusions are added.
- (1) For any increase of **business income** loss caused by or resulting from the **suspension**, lapse or cancellation of any license, lease or contract. However, if the **suspension**, lapse or cancellation is directly caused by the **suspension** of business activities, we will cover such loss that affects **your business income** during the **period of restoration**.
- (2) For any **extra expense** caused by or resulting from the **suspension**, lapse or cancellation of any license, lease or contract beyond the **period of restoration**.
- (3) For any other consequential loss.
- c. **C. LIMIT OF INSURANCE** is deleted and replaced by the following for purposes of this coverage only.
- (1) For each covered **auto**, the most we will pay for the total of all covered **business income** loss and **extra expense** applying to such covered **auto** in any one loss is the limit shown in the COMMERCIAL AUTO PLUS COVERAGE PACKAGE - ENHANCED DECLARATIONS for Business Interruption sustained during the number of days after **period of restoration** shown in that Declarations regardless of the number of premiums paid or claims made. No deductible applies.
- (2) The Limit of Insurance for this coverage as it applies to each covered **auto** may not be added to the limits for the same or similar coverage applying to other covered **autos** insured by this policy to determine the amount of coverage available for any one loss regardless of the number of:
- Covered **autos**;
 - Insureds;
 - Premiums paid;
 - Claims made; or
 - Autos** involved in the direct and accidental loss or damage.
- (3) Payments made under **B. NEWLY ACQUIRED AUTOS** or **D. TEMPORARY SUBSTITUTE AUTOS** under **SECTION I - COVERED AUTOS** will not increase the applicable Limit of Insurance.
- d. **SECTION V - CONDITIONS** is amended.
- (1) **A. LOSS CONDITIONS** is amended for purposes of this coverage only.
- (a) **1. Duties in the Event of Accident, Claim, Suit or Loss** is amended. The following provisions are added.
- Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
 - Make all reasonable use of your other **autos** to decrease your loss of **business income**.
 - If you intend to continue your business, you must resume all or part of your business as quickly as possible.
- (b) **3. Appraisal for Physical Damage Loss** is deleted and replaced by the following.

3. Appraisal

If **we** and **you** disagree on the amount of Net Income and operating expense or the amount of loss, either may make written demand for an appraisal. In this event, each party will select a competent and impartial appraiser.

The two appraisers will select a competent and impartial umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense or amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, **we** will still retain **our** right to deny the claim.

- (c) **4. Loss Payment - Physical Damage Coverage** is deleted and replaced by the following.

4. Loss Payment

We will pay for covered **business income** loss or **extra expense** within 30 days after **we** receive the sworn documentation addressed in Paragraph **d.(1)(a)1**, if **you** have complied with all of the terms of this policy and:

- a. **We** have reached agreement with **you** on the amount of such loss; or
- b. An appraisal award has been made.

- (d) **Loss Determination** is added.

- 1) The amount of **business income** loss will be determined based on:
 - a) The Net Income of **your** business activities before the direct and accidental loss or damage occurred;
 - b) The likely Net Income of **your** business activities if no direct and accidental loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of **your** business activities

because of favorable business conditions caused by the impact of the direct and accidental loss or damage covered under Comprehensive Coverage or Collision Coverage, if shown in the Declarations, on customers or on other businesses;

- c) The operating expenses, including payroll expenses, necessary to resume business activities with the same quality of service that existed just before the direct and accidental loss or damage; and
 - d) Other relevant sources of information, including:
 - i. **Your** financial records and accounting procedures;
 - ii. Bills, invoices and other vouchers; and
 - iii. Titles, liens or contracts.
- 2) The amount of **extra expense** will be determined based on:
- a) All expenses that exceed the normal operating expenses that would have been incurred by business activities during the **period of restoration** if no direct and accidental loss or damage had occurred. **We** will deduct from the total of such expenses:
 - i. The salvage value that remains of any property bought for temporary use during the **period of restoration**, once business activities are resumed; and
 - ii. Any **extra expense** that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as the coverage provided by this coverage provision; and
 - b) Necessary expenses that reduce the **business income** loss that otherwise would have been incurred.
- (e) **Resumption of Operations** is added.
- Resumption of Operations**
- 1) **We** will reduce the amount of **your business income** loss, other than **extra expense**, to the extent **you**

- can resume business activities, in whole or in part, by using any property.
- 2) We will reduce the amount of **your extra expense** loss to the extent you can return business activities to normal and discontinue such **extra expense**.
 - 3) If you do not resume business activities, or do not resume business activities as quickly as possible, we will pay based on the length of time it would have taken to resume business activities as quickly as possible.
- (2) **B. GENERAL CONDITIONS** is amended.
2. **Other Insurance** is deleted and replaced by the following for purposes of this coverage only.
 2. **Other Insurance**
 - a. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance provided under this policy. If you do, we will pay our share of the covered **business income** loss or **extra expense**. Our share is the proportion that the applicable Limit of Insurance under this coverage provision bears to the Limits of Insurance of all insurance covering on the same basis.
 - b. If there is other insurance covering the same **business income** loss or **extra expense**, other than that described in Paragraph 2.a. above, we will pay only for the amount of covered **business income** loss or **extra expense** in excess of the amount due from that other insurance, whether you can collect on it or not. However, we will not pay more than the applicable Limit of Insurance.
 - e. **SECTION VI - DEFINITIONS** is amended. The following Definitions are added.
 - (1) **Business income** means the:
 - (a) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
 - (b) Continuing normal operating expenses incurred, including payroll.
 - (2) **Extra expense** means necessary expenses (other than the expense to repair or replace property) that you would not have incurred if there had been no direct and accidental loss or damage to **your covered auto**. **Extra expense** includes expenses which are incurred:
 - (a) To avoid or minimize the **suspension** of business activities and to continue business activities;
 - (b) To minimize the **suspension** if you cannot continue business activities; or
 - (c) For temporary use of other **autos**.
- (3) (a) **Period of restoration** means the period of time that:
- 1) Begins:
 - a) 72 hours after the time of direct and accidental loss or damage for **business income** coverage; or
 - b) Immediately after the time of direct and accidental loss or damage for **extra expense** coverage caused by or resulting from direct and accidental loss or damage covered under Comprehensive Coverage or Collision Coverage, if shown in the Declarations, to a covered **auto** used in **your** business; and
 - 2) Ends on the earlier of the:
 - a) Date when **your covered auto** used in **your** business should be repaired or replaced with reasonable speed and like kind and quality; or
 - b) Date when business activities are resumed.
- (b) **Period of restoration** does not include any increased period required because of the enforcement of or compliance with any ordinance or law that:
- 1) Regulates the use or repair of any property, or requires updated emissions controls or safety features which were not part of the covered **auto** used in **your** business prior to the direct and accidental loss or damage; or
 - 2) Requires anyone to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**.
- The expiration date of this policy will not cut short the **period of restoration**.
- (4) **Suspension** means the slowdown or cessation of **your** business activities.

18. Replacement Cost on New Vehicles**SECTION III - PHYSICAL DAMAGE COVERAGE,**

C. LIMIT OF INSURANCE is amended. Paragraph 2. is deleted and replaced by the following.

2. We will, at our option, replace an auto scheduled in the Declarations with a new one of equal value or pay you your original purchase price if:
 - a. Such auto is not a motorcycle;
 - b. You purchased it new;
 - c. We determine the loss cannot be repaired; and
 - d. The loss occurs within the number of days of purchase shown in the COMMERCIAL AUTO PLUS COVERAGE PACKAGE - ENHANCED DECLARATIONS for Replacement Cost on New Vehicles.

As it applies to this coverage only, a motorcycle means a vehicle having a saddle or seat for the use of the rider, designed to travel on not more than three wheels in contact with the ground, which is equipped with a motor that exceeds fifty cubic centimeters piston displacement. The wheels on any attachment to the vehicle shall not be considered as wheels in contact with the ground.

19. Rental Auto Gap**SECTION III - PHYSICAL DAMAGE COVERAGE,**

C. LIMIT OF INSURANCE is amended.

The following provision is added.

- a. If the first Named Insured is:
 - (1) An individual; or
 - (2) Other than an individual with the Drive Other Car Coverage - Broadened Coverage for Named Individuals endorsement with Comprehensive and Collision Coverages; and
- b. If the auto is:
 - (1) A rented private passenger auto;
 - (2) Not a total loss; and
 - (3) Sold in its damaged condition rather than repaired, as decided by the rental company from which you rented the auto, we will pay the amount for which:
 - (a) You, if an individual; or
 - (b) The individual listed on the Drive Other Car Coverage - Broadened Coverage for Named Individuals endorsement, if you is other than an individual are liable under the terms of the rental agreement; or
- c. If the auto is:
 - (1) A rented private passenger auto;
 - (2) Not a total loss; and
 - (3) Repaired

we will pay for damages to the rented private passenger auto because of or resulting from the diminished value.

20. Auto Loan/Lease Gap Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE is amended, with respect to only a covered auto that is a private passenger auto and is scheduled in the Declarations.

- a. **A. COVERAGE** is amended. The following coverage is added. We will cover the outstanding loan or lease amount in the event of the theft or constructive total loss of a covered auto.
- b. **C. LIMIT OF INSURANCE** is amended. The following paragraph is added. With respect to the original loan or original lease on the covered auto for which this endorsement applies and which has not been previously titled, if we determine that the covered auto is stolen or a constructive total loss, we shall pay the greater of:
 - a. The actual cash value of the covered auto; or
 - b. The amount for which you are liable under the terms of the loan or lease to which the covered auto is subject, less:
 - 1) All loan or lease payments which are overdue as of the date of the loss;
 - 2) The amount of the loan or lease agreement cost associated with an electric vehicle charging station or dock;
 - 3) The amount of the loan secured by other property;
 - 4) Amounts included in the loan which were unsecured by the auto at the time of the loan;
 - 5) The amount of a loan balance transferred from another auto loan;
 - 6) Financial penalties imposed or which would have been imposed under the lease as a result of high mileage, excessive use or abnormal wear and tear;
 - 7) Security deposits not refunded by the lessor; and
 - 8) Costs of any warranty, extended service agreement or insurance.

21. Primary and Noncontributory - Blanket Coverage**SECTION V - CONDITIONS, B. GENERAL**

CONDITIONS, 2. Other Insurance is amended.

The following provision is added.

When this insurance is primary and there is other insurance for any person or organization, other than

a Named Insured, which covers liability for **your** operations, contribution from such other insurance shall not be sought by **us** when:

- a. There is a written agreement between **you** and such person or organization that this insurance shall be primary and without the right of contribution; and
- b. Such written agreement was in force prior to any **bodily injury** or **property damage**.

22. Waiver of Our Right to Recover Payments (Waiver of Subrogation) - Blanket

SECTION V - CONDITIONS, A. LOSS

CONDITIONS is amended. The following provisions are added to **5. Our Right to Recover Payments**. If the claim paid is less than the agreed **loss** because of any deductible or other limiting terms,

the recovery is prorated between **you** and **us** based on the interest of each in the **loss**. This condition only applies if **we** pay for a **loss** and then payment is made by those responsible for the **loss**.

However, **we** waive **our** right to recover payments made for **bodily injury** or **property damage**:

- a. Covered by the policy; and
- b. Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or organization only if such rights have been waived by the written contract prior to the **accident** or **loss** which caused the **bodily injury** or **property damage**.

All other policy terms and conditions apply.

AUTO-OWNERS INS. CO.

AGENCY CONEXUS INSURANCE PARTNERS
32-0105-00 MKT TERR 100

Company
Bill

POLICY NUMBER
Company Use

54-008-501-00
74-21-CO-2208

INSURED ATLASTA SOLAR CENTER LLC

Term 08-17-2024 to 08-17-2025

SCHEDULE OF UNDERLYING INSURANCE

NAME OF INSURER	TYPE OF POLICY	YOU HAVE AGREED TO MAINTAIN LIMITS AS FOLLOWS:
OWNERS INSURANCE COMPANY	COMMERCIAL GENERAL LIABILITY General Aggregate Products and Completed Operations Aggregate Occurrence Personal/Advertising Injury Hired/Non-Ownership Automobile Liability	COMBINED SINGLE LIMITS \$2,000,000 \$2,000,000 \$1,000,000 \$1,000,000 Included
STATE AUTO	AUTOMOBILE LIABILITY All Owned Automobile Liability	COMBINED SINGLE LIMITS \$1,000,000

66159 (12-17)

**BLANKET WAIVER OF TRANSFER OF RIGHTS
OF RECOVERY AGAINST OTHERS TO US**
Commercial Umbrella Policy

It is agreed:

CONDITIONS, M. Transfer of Rights of Recovery Against Others To Us is amended. The following provision is added.

When **you** have agreed to waive **your** right of subrogation in a written contract, executed prior to loss, with any person or organization, **we** waive any right of recovery **we** may have against the person or organization

because of payments **we** make for injury or damage arising out of **your** ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**.

All other policy terms and conditions apply.

66159 (12-17)

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Page 1 of 1

66160 (12-17)

**ADDITIONAL INSURED
PRIMARY NONCONTRIBUTORY - BLANKET COVERAGE**
Commercial Umbrella Policy

It is agreed:

CONDITIONS, I. Other Insurance is amended. The following provision is added.

However, if there is other insurance for any person or organization, other than the Named Insured, which covers liability for **your** operations, contribution from such other insurance shall not be sought by **us** when:

1. There is a written agreement between **you** and such person or organization specifying that this insurance

shall be primary and without right of contribution; and

2. Such written agreement was in force prior to any **bodily injury, property damage, personal injury or advertising injury**.

All other policy terms and conditions apply.

66160 (12-17)

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Page 1 of 1

55373 (5-17)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Under SECTION II - WHO IS AN INSURED** is amended. The following provision is added. A person or organization is an Additional Insured, only with respect to liability caused, in whole or in part, by "your work" for that Additional Insured by or for you:
1. If required in a written contract or agreement; or
 2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.
- B. SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added. The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.
- C. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended.
1. The following condition is added to **4. Other Insurance**.
This insurance is primary for the Additional Insured, but only with respect to liability caused, in whole or in part, by "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.
 2. The following condition is added.
Other Additional Insured Coverage Issued By Us
If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AFFORDABLE AMERICAN INSURANCE 11080 CIRCLEPOINT RD STE 190 WESTMINSTER, CO 80020	CONTACT NAME: PHONE (A/C, No., Ex): 866-467-8730		FAX (A/C, No.):
	E-MAIL ADDRESS:		
INSURED ATLASTA SOLAR CENTER LLC 1111 S 7TH ST GRAND JUNCTION, CO 81501-7744	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: THE HARTFORD FIRE INSURANCE		19692
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

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 ISURR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-SECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$
A	PROFESSIONAL LIABILITY RETENTION \$1,000 PER CLAIM			340H0341191	08/17/2023	09/17/2024	LIMIT PER CLAIM AGGREGATE LIMIT	\$1,000,000 \$1,000,000

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

THOSE USUAL TO THE INSURED'S OPERATIONS.

CERTIFICATE HOLDER City of Grand Junction 260 N 5TH ST GRAND JUNCTION, CO 81501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE SUSAN CASTANEDA <i>SUSAN CASTANEDA</i>
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