



Please send the invoice for this order to the address shown. Failure to use our order number on any documentation pertaining to this order may result in return of shipment or delayed payment.

**Supplier:**

Mountain Peak Controls  
17805 S. Golden Rd.  
Golden, CO 80401

**Ship To:**

333 West Avenue  
Building E  
GRAND JUNCTION, CO 81501  
UNITED STATES

**Bill To:**

City Hall  
250 N 5th Street  
GRAND JUNCTION, CO 81501  
UNITED STATES

SUPPLIER #: 11010  
FAX#:  
EMAIL:

**Order Number**  
**GJPO100614**

**Order Date**  
**08/18/2025**

SOLICITATION #:  
NOTES: Award for 5721-25-KF

Kannah Creek WTP Control System Upgrades

*Tax Terms*

*For the tax-exempt purchase, Grand Junction's tax ID is 84-6000592  
All Library Purchases are Tax Exempt - Tax ID 98-03544*

Requestor  
amyb@gjcity.org

Phone  
1-970-244-1574

Net Terms  
Net 30

Date Required  
08/15/2025

QUANTITY	UNIT	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
			Kannah Creek WTP Control System Upgrades		75,100.00
<b>Total</b>					<b>75,100.00</b>

Approved:



CITY OF GRAND JUNCTION, COLORADO

\*\*\*\*\*

**CONTRACT**

This Contract is made and entered into this 18<sup>th</sup> day of August 2025, 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 ("City"), and **Mountain Peak Controls, Inc.** ("Firm").

WITNESSETH:

WHEREAS the City received a comprehensive price proposal from the Firm encompassing all that is required for the provision of the Service(s) delineated within the Contract Documents, referred to herein as the **Kannah Creek Water Treatment Plant (WTF) Control System Upgrades, 5721-25-KF**.

WHEREAS, the City has awarded the contract to the above-named Firm, and said Firm is now ready, willing, and able to provide the Service(s) specified under the Contract Documents.

NOW, THEREFORE, in consideration of the compensation to be paid to the Firm, 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, 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 the said instruments, and documents taken together as a whole constitute the Contract between the Parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

The order of contract document governance shall be as follows:

- a. The body of this Contract Agreement
- b. The City's General Contract Terms and Conditions #5721-25-KF
- c. The Firm's Proposal
- d. Service Change Requests (directing changed service(s) to be performed)
- e. Change Orders
- f. Amendments

## ARTICLE 2

Definitions: The City's General Terms and Conditions apply to the terms used in the Contract and the Contract Documents.

## ARTICLE 3

Contract Service(s): The Firm shall provide all professional services and furnish all necessary labor, tools, materials, equipment, and incidental expenses required to perform the services and work described in the attached Proposal, dated June 19, 2025. All services shall be performed in accordance with the terms and conditions of the Contract Documents and in compliance with the Proposal. The Firm warrants all programming for one (1) year and shall pass through all applicable manufacturer warranties.

## ARTICLE 4

Contract Time: Adherence to the timeline is imperative for the fulfillment of this Contract. The Firm hereby commits to initiating the provision of the Service(s) stipulated herein upon the full execution of this Contract and undertakes to complete and deliver the Service(s) within the timeframes delineated in the Firm's price proposal.

## ARTICLE 5

Contract Price and Payment Procedures: The Firm shall accept, as full and complete compensation for the satisfactory performance and completion of all Services and Work specified in the Contract Documents, a **not-to-exceed** amount of **Seventy-Five Thousand One Hundred Dollars and Zero Cents (\$75,100.00)**, "Contract Price". A prompt payment discount of two percent (2%) shall apply to payments made within ten (10) days.

The Contract Price is all-inclusive and has been duly appropriated by the Grand Junction City Council for the use and benefit of this Project. No increase to the Contract Price shall be permitted except by a duly executed Change Order or other written directive issued by the City. The City shall not authorize or require the Firm to perform any additional services that would cause the total compensation under this Contract to exceed the appropriated amount, unless and until the City provides written assurance that additional lawful appropriations have been made to cover such costs.

## ARTICLE 6

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

ARTICLE 7

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 on its behalf; and the Firm has signed this Contract on the day, and the year first mentioned herein.

The Contract is executed in two counterparts.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:	
By: <u>Duane Hoff Jr.</u>	8/19/2025
<small>9E78957D50F44BC...</small>	
Duane Hoff Jr., Contract Administrator	Date

Mountain Peak Controls, Inc.

DocuSigned by:	
By: <u>Brian Mitchem</u>	8/18/2025
<small>48CE3343763D46C...</small>	
Brian Mitchem, Project Manager	Date



## Professional Services #5721-25-KF

### Section 1.0: General Contract Terms and Conditions

- 1.1. **Americans with Disability Act (ADA) Compliance Mandate:** Following HB21-1110, all documents produced, delivered, or exchanged under this Contract must adhere to the provisions outlined in §§24-85-101, C.R.S., and subsequent sections, as well as the Accessibility Standards for Individuals with a Disability, as established by the Office of Information Technology under section §24-85-103 (2.5), C.R.S. Additionally, all documents must align with the State of Colorado's technology standards related to accessibility, including Level A.A. compliance with the current version of the Web Content Accessibility Guidelines (WCAG) as incorporated into the State of Colorado's technology standards.
- 1.2. **The City:** The City will act by and through its authorized representative(s).
- 1.3. **Compliance:** By executing the Contract, the Firm acknowledges and agrees to comply with all applicable terms, conditions, and requirements set forth or incorporated by reference herein. In the event of any conflict, ambiguity, or omission in the City's Terms and Conditions or within the Contract documents that may affect the Firm's understanding of its obligations, it is the Firm's responsibility to seek clarification from the City prior to proceeding. Failure to request such clarification shall not relieve the Firm of its responsibility to perform in full compliance with the Contract.
- 1.4. **Controlling Authority:** The 2024 version of the City [Procurement Policy](#) is controlling.
- 1.5. **Public Disclosure Notice:** Pursuant to the Colorado Open Records Act (CORA), all materials submitted in response to the Contract shall be considered public records and may be subject to public disclosure, except for information specifically designated as confidential, proprietary, or trade secret by the Firm, and only to the extent permitted by law.

Upon award and execution of a contract, the Firm's proposal (Scope of Work) shall be available for public inspection in accordance with CORA and upon receipt of an [Open Records Request](#).

Public disclosure is also subject to the applicable provisions of CORA in the event the solicitation or resulting project is canceled.

- 1.6. **Public Disclosure Record:** If the Firm knows its employee(s) or subcontractors have an immediate family relationship with a City employee or elected official, the Firm must provide the Purchasing Division with the name(s) of that/those individual(s). The

individual(s) must file a "Public Disclosure Record" and/or a statement of financial interest before conducting business with the City.

- 1.7. Collusion Clause:** The Firm certifies that it has not been involved in any collusive action(s) or activity(ies) that violate applicable federal or state antitrust laws, rules, or regulations in connection with this Contract. If collusion is discovered at any performance stage, the City reserves the right to terminate this Contract immediately and pursue all available legal remedies. At its discretion, the City may disqualify the Firm from consideration for future contracts.
- 1.8. Gratuities and Kickbacks:** The Firm(s) certifies that no gratuities, kickbacks, or contingent fees have been or will be offered, solicited, or paid in connection with this Proposal or any resulting Contract. This includes, but is not limited to, the offering or payment of commissions, gifts, or other considerations contingent upon a Contract's award. If the Firm breaches this certification, the City reserves the right to terminate the Contract immediately without liability and may pursue all available legal remedies.
- 1.9. Ethics:** The Firm shall not offer, give, solicit, or accept gifts, favors, or anything of value to or from any employee, official, or agent of the City that could influence, or appear to influence, the procurement process. Additionally, the Firm(s) shall not enter into any business arrangement or financial relationship with any such individuals that may create a conflict of interest or undermine public trust. Any violation of this provision may result in disqualification from consideration, contract termination, and potential legal consequences.
- 1.10. Contract Documents:** The Contract Documents include the Firm's submitted proposal and supporting documents, and any negotiations when formally accepted by the City and memorialized by written agreement. These documents collectively constitute a binding and enforceable Agreement ("Contract") between the City and the Firm upon acceptance. The Contract represents the entire and integrated agreement between the City and the Firm ("Parties") and supersedes all prior negotiations, representations, or agreements, whether written or oral. Any modifications or amendments to this Contract must be made through a duly executed Change Order or Contract amendment.
- 1.11. Open Records/Confidential Material:** All materials submitted with the Firm's proposal shall become public records and, upon contract award, shall be subject to public inspection under the Colorado Open Records Act (CORA).

For the purposes of this provision, "**Proprietary or Confidential Information**" refers to information that is not generally known to competitors and provides a competitive advantage. The unrestricted disclosure of such information places it in the public domain and eliminates any claim of confidentiality.

Firm(s) seeking to designate specific information as confidential or proprietary must:

- 1.11.1. Clearly mark each page or section of the proposal containing such information with the words “**Confidential Disclosure.**”
- 1.11.2. Provide confidential information as a separate file; and
- 1.11.3. Provide a written explanation justifying the claim of confidentiality, specifying how disclosure would cause substantial harm to the Firm's competitive position, consistent with CORA.

The City shall review all confidentiality requests. The final determination of whether materials qualify for confidential treatment rests solely with the City. If a confidentiality request is denied, the Firm(s) can withdraw its proposal or remove the contested confidential or proprietary information before the proposal is made publicly available.

Notwithstanding the foregoing, the following materials shall not be considered confidential or proprietary under any circumstances:

- Cost or pricing information.
- The entirety of a proposal submission.

Failure to comply with these requirements may result in the information being deemed public and subject to disclosure under CORA. The City assumes no responsibility for protecting information not properly designated and submitted under this section.

- 1.12. **Taxes:** The City is exempt from State, County, and Municipal Taxes and Federal Excise Taxes; therefore, all fees shall not include taxes.
- 1.13. **Sales and Use Taxes:** The Firm and all subcontractors must obtain exemption certificates from the Colorado Department of Revenue for sales and use taxes. Proposals shall reflect the removal of Sales and Use Tax on materials, fixtures, and equipment.
- 1.14. **Federal Taxpayer Identification Certificate:** Successful Firm(s) new to conducting business with the City must furnish a completed standard “Federal Taxpayer Identification Certificate (W-9)” before the Contract is executed. Additionally, the City reserves the right to request a current W-9 from established business relationships as necessary.
- 1.15. **Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the City and the Firm. By executing the Contract, the Firm represents that it has familiarized itself with the conditions under which the Services/Work shall be performed and correlated its/his/her 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 Contract Documents intend 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 specifications contained herein.

**1.16. Responsibility for those Performing the Services or Work:** The Firm is fully responsible for the actions and omissions of its/his/her employee(s), subcontractors, and any other individual(s) performing any of the Services or Work under the Contract.

**1.17. Payment & Completion:** As stated in the Contract, the Contract Sum represents the total amount payable by the City to the Firm for performing the Services/Work under the Contract. Upon completion of the required deliverables, the Firm shall submit a written notice confirming readiness for final inspection and a detailed invoice for payment. The City's Project Manager will promptly conduct an inspection, and when the Services/Work are found in compliance with the Contract and satisfactorily completed, payment shall be processed as outlined in the Contract Documents.

Partial payments may be issued based on the Firm's progress and completion of work, as documented in a detailed invoice. The invoice must accurately reflect the extent and cost of the Services/Work performed under the Contract.

All Services provided by the Firm shall adhere to generally accepted professional practices and maintain a level of competency consistent with industry standards for similar Services/Work. Additionally, all Services/Work must fully comply with applicable laws, ordinances, and regulations.

**1.18. Changes in the Services:** The City may request changes to the Services/Work within the general scope of the Contract, including additions, deletions, or other modifications. Such changes shall not invalidate this Contract but may require an adjustment to the Contract sum or Contract time.

No change shall be considered authorized, approved, or binding until both Parties fully execute a written Change Order. The Firm shall not proceed with any changes until the Change Order is fully executed.

All changes must be authorized through a written Change Order, signed by both Parties and executed under the applicable conditions of the Contract Documents. No Contract sum or Contract time adjustments shall be made except through an approved Change Order.

**1.19. Minor Changes in the Services/Work:** The City may authorize minor changes to the Services that do not alter the Contract sum, extend the Contract time, or conflict with the intent of the Contract Documents.

**1.20. Correction of Services/Work:** The Firm shall perform all services and provide all deliverables following industry standards, utilizing the prevailing skill, care, and



expertise expected in the relevant market or industry. Should any services or deliverables be non-compliant with the Contract requirements, the Firm shall bear all responsibility for the same and promptly correct all deficiencies to satisfy prevailing industry standards at no additional cost to the City.

The Firm shall bear all costs associated with correcting the non-conforming services or deliverables, including any additional work required by the City as a direct result of the deficiencies. If the Firm fails to remedy the non-conformance promptly, the City reserves the right to take corrective action and recover all related costs from the Firm.

- 1.21. Acceptance Not Waiver:** The City's acceptance or approval of any Services/Work provided herein shall not relieve the Firm of its ongoing obligation to uphold the requisite standards of quality, integrity, and timeliness of its services. The City's approval or acceptance of, or remittance of payment for any Services/Work shall not be construed as a future waiver of any rights under this Contract, nor shall it constitute a waiver of any potential claims arising from the performance under this Contract.
- 1.22. Change Order/Amendment:** No oral statement or representation by any individual shall modify, change, or affect the terms, conditions, or specifications of the Contract. All amendments or change orders to the Contract must be executed in writing by the City's Contract Administrator. Such executed modifications are the sole method for altering the Contract and must comply with the City's established procedures.
- 1.23. Assignment:** The Firm shall not sell, assign, transfer, or convey the Contract resulting from this Solicitation, in whole or in part, without the prior written approval from the City.
- 1.24. Compliance with Laws:** The Firm shall comply with all applicable federal, state, county, and municipal laws, codes, regulations, ordinances, and requirements and ethical standards governing the Services performed under the Contract.

The Firm warrants that it is fully qualified to perform the required Services and possesses all necessary corporate authority, skills, credentials, experience, and professional licenses, which shall remain in good standing as required by law throughout the duration of the Contract.

- 1.25. Debarment/Suspension:** The Firm hereby certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from providing Services.
- 1.26. Confidentiality:** The Firm shall keep confidential any non-public information disclosed by the City or obtained during the performance of the Services/Work, except as required by law. The Firm shall take reasonable measures to safeguard such information and ensure compliance with its employees, subcontractors, and agents.

- 1.27. Conflict of Interest:** No officer, official, or employee of the City shall have any financial or personal interest, direct or indirect, in this Contract or its resulting services. The Firm shall disclose any actual or potential conflicts of interest that may arise in connection with this Contract. All such matters shall be addressed in accordance with applicable federal, state, and local laws, as well as the City's conflict of interest policies and procedures.
- 1.28. Contract Termination:** The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Services; (3) final acceptance of Services; 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.
- 1.29. Employment Discrimination:** During the performance of any Services, the Firm agrees to:
- 2.1.1.** The Firm 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. The Firm agrees to post notices in conspicuous places, visible to employees and applicants for employment, setting forth the provisions of this nondiscrimination clause.
  - 2.1.2.** All solicitations or advertisements for employees placed by or on behalf of the Firm shall state that the Firm is an Equal Opportunity Employer.
  - 2.1.3.** Notices, advertisements, and solicitations placed following federal law, rules, or regulations shall be deemed sufficient for meeting the requirements of this section.
- 1.30. Immigration Compliance:** The Firm certifies that it fully complies with the **Immigration Reform and Control Act of 1986** and all applicable federal, state, and local immigration laws. The Firm shall not employ or subcontract with any individuals who are unauthorized to work in the United States during the performance of the Contract. Any violation of this requirement may result in the termination of the Contract and potential legal consequences.
- 1.31. Failure to Perform:** If the Firm fails to fulfill its obligations under the Contract—including, but not limited to, timely delivery of services, adherence to quality standards, or compliance with reporting and coordination requirements—the City may, after providing oral or written notice (with any oral notice documented in the contract file), procure substitute services, work, or materials from alternate sources. The Firm shall be liable for any additional costs or damages incurred by the City as a result.

In instances of nonperformance, the City may pursue progressive corrective actions, as appropriate. However, if the failure materially affects project outcomes, threatens public safety, or disrupts the continuity or integrity of services, the City reserves the right to take immediate action, including suspension or termination of the Contract.

**1.32. Failure to Enforce:** The City's failure to enforce any provision of the Contract at any time shall not constitute a waiver of that provision or any other rights under the Contract. Such non-enforcement shall not affect the validity of the Contract or any part thereof, nor shall it preclude the City from enforcing any provision of the Contract later under the terms thereof.

**1.33. Force Majeure:** The Firm shall not be held liable for failure to perform its contractual obligations due to events beyond its reasonable control, including but not limited to legal strikes, fires, riots, civil disturbances, acts of God, or other unforeseen circumstances. This exemption shall not apply if the Contract specifies otherwise. The Firm must provide prompt written notice to the City of any such event preventing performance and shall make all reasonable efforts to mitigate delays or disruptions caused by the force majeure event.

**1.34. Indemnification:** The Firm shall defend, indemnify, and hold harmless the City, along with its officers, employees, insurers, and self-insurance pool, from and against any and all liabilities, suits, actions, claims, demands, damages, losses, or expenses of any kind, including attorney's fees, arising out of or related to any injuries, damages, or losses to persons or property caused by the negligent act, error, omission, or fault of the Firm, its agents, employees, subcontractors, or suppliers in the execution or performance of the Contract.

The Firm shall be responsible for satisfying any judgment, settlement, or associated costs incurred by or awarded against the City due to such claims. This indemnification obligation shall survive the termination or expiration of the Contract.

**1.35. Independent Firm:** The Firm is and shall remain an independent firm in all respects under the Contract. Neither the Firm nor its employees, agents, or subcontractors shall be considered employees, representatives, or agents of the City for any purpose.

The City assumes no liability for any negligence, misconduct, or other wrongful acts committed by the Firm, its employees, agents, or subcontractors. The Firm is solely responsible for all applicable taxes, including federal and state income taxes, unemployment taxes, Social Security contributions, and any other required withholdings.

Additionally, the Firm is not entitled to any benefits the City provides to its employees, including but not limited to health insurance, retirement benefits, or Workers' Compensation coverage.

- 1.36. Work Product and City Ownership:** All documents, drawings, plans, specifications, reports, concepts, designs, calculations, models, data, and any other materials or deliverable products created, developed, or prepared by the Firm under this Contract shall become the City's sole property upon creation. The Firm shall have no ownership, copyright, or proprietary rights to such materials.

Additionally, all information, data, and materials provided by the City to the Firm shall remain the exclusive property of the City. It may not be used, disclosed, or distributed by the Firm for any purpose outside the scope of this Contract without the City's prior written consent.

- 1.37. Patents and Copyrights:** The Firm agrees to defend, indemnify, and hold harmless the City, its officers, employees, and agents from and against any and all claims, demands, liabilities, damages, judgments, costs, or expenses, including but not limited to attorneys' fees, arising from actual or alleged infringement of any patent(s), copyright(s), trademark(s), trade secret(s), or other intellectual property right(s) in connection with the Firm's performance under this Contract. The City shall have no liability to the Firm for any such claims, damages, or costs incurred due to infringement by the Firm.

The Firm expressly warrants that the Services provided under this Contract do not and will not infringe upon any patent, copyright, trademark, trade secret, or other intellectual property right of any third party. In the event of any such infringement or alleged infringement, the Firm shall, at its sole expense, procure for the City the right to continue using the affected Services, replace or modify the infringing material to make it non-infringing, or provide a functionally equivalent alternative acceptable to the City.

Any determination that the Firm has engaged in patent(s), copyright(s), or intellectual property right(s) infringement shall render this Contract null and void. However, such nullification shall not affect the City's right to seek indemnification under **Section 1.34** and this provision.

- 1.38. Governing Law:** The Contract and/or any agreement(s) resulting from the Firm's proposal or scope of work shall be deemed to have been made in, and shall be construed and interpreted by, the laws of the City of Grand Junction, Mesa County, Colorado. Any action arising from or under this Contract shall be in the District Court 21<sup>st</sup> Judicial District, Mesa County, Colorado.
- 1.39. Expenses:** The City shall not reimburse, nor shall the Firm charge, any costs incurred in preparing, submitting, or presenting a proposal or scope of work.
- 1.40. Sovereign Immunity:** The City expressly reserves and asserts all rights, privileges, and defenses available under Colorado's Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, as well as all applicable case law interpreting and construing the

same. Nothing in this solicitation or any resulting contract award shall be construed as a waiver of the City's sovereign immunity.

- 1.41. Public Funds and Non-Appropriation of Funds:** Payment for services under this Contract is contingent upon funds appropriated by the City's approved budget for the applicable fiscal year. Under Colorado law, public funds cannot be obligated or expended beyond the fiscal year for which a budget has been approved.

Accordingly, any contractual commitments extending beyond the fiscal year are subject to future budget approvals. This Contract shall include a non-appropriation of funds clause, ensuring compliance with Colorado law. If funds are not appropriated for subsequent fiscal years, the City reserves the right to terminate the Contract without penalty or liability.

- 1.42. Performance of the Contract:** In the event of a breach or default, the City reserves the right to enforce the terms of the Contract through any legal or equitable means deemed in the City's best interest. The City may pursue all available remedies as prescribed by law to ensure compliance with the contractual obligations.

- 1.43. Default:** The City reserves the right to terminate the Contract if the Firm materially breaches any of its obligations, including failure to perform services in a timely, competent, or professional manner; failure to comply with project requirements, administrative procedures, or reporting obligations; or violation of applicable laws, regulations, or contract terms.

Prior to termination, the City will provide written notice of the default and allow the Firm a reasonable opportunity to cure the issue, unless the breach presents an immediate risk to public health, safety, or the City's operations.

If the Firm fails to cure the default within the time specified in the notice, the City may take appropriate corrective action, including procuring substitute services from another provider, and may hold the Firm responsible for any resulting costs, damages, or losses.

This remedy is in addition to, and does not limit, any other rights or remedies available to the City under this Contract, at law, or in equity.

- 1.44. Definitions:** Unless otherwise stated, the following definitions shall apply throughout this solicitation and any resulting Contract. Additional terms may be defined within specific sections or added as necessary to clarify intent and ensure consistency in interpretation.

- 1.44.1.** "Agency," "Consultant," "Contractor," or "Firm" refers to the individual, organization, business entity, or other legal entity identified in the proposal and throughout the Contract. This term includes the Firm's authorized

representatives, employees, subcontractors, and agents responsible for fulfilling the obligations of the Contract.

- 1.44.2.** “Change Order” is a formal written directive issued after Contract execution that authorizes a modification to the Services, Contract sum, or Contract time
- 1.44.3.** “City” means and refers to the City of Grand Junction, Colorado, including its departments, officials, employees, and authorized representatives.
- 1.44.4.** The “Contract Sum” refers to the total amount payable by the City to the Firm for the full and satisfactory completion of the required Services. This sum includes all materials, labor, equipment, services, and any other obligations specified in the Contract Documents.

The Contract Sum may be structured as a Fixed Lump Sum, Guaranteed Maximum Price (GMP), or a Not-to-Exceed amount, as defined in the Contract Documents. Any modifications to the Contract Sum shall be made under the provisions of the Contract and must be duly authorized by both Parties.

- 1.44.5.** A “Deliverable” refers to any tangible or intangible work product, report, document, presentation, or other output the Firm is required to produce as part of the Services. Deliverables must fully comply with all applicable accessibility laws and standards, including:
  - The Americans with Disabilities Act (ADA)
  - HB21-1110, requiring compliance with §§24-85-101, C.R.S., and subsequent sections
  - The Accessibility Standards for Individuals with a Disability, established by the Colorado Office of Information Technology under §24-85-103(2.5), C.R.S.
  - The State of Colorado's technology standards, including Level AA conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG)

All deliverables must adhere to these legal and technical requirements to ensure accessibility for individuals with disabilities.

- 1.44.6.** “Key Personnel” refers to the designated individual(s) from the Contractor, Consultant, or Firm who are essential to the successful execution and completion of the Services. These individuals possess specialized skills, knowledge, or experience critical to fulfilling the scope of work outlined in the Contract. Any changes to Key Personnel may require prior approval from the City, as specified in the Contract Documents.

- 1.44.7.** “Proposer” refers to the individual or entity legally authorized by the Contractor, Firm, or Consultant to submit a proposal in response to this solicitation. This includes submitting pricing or fee proposals and making formal offers on behalf of the proposing entity.
- 1.44.8.** “Project” or “Work” refers to the endeavor outlined in this solicitation that encompasses the required product, service, or deliverable specified in the Contract Documents.
- 2.1.4.** “Services” include all labor, materials, equipment, and professional expertise necessary to complete the Work and fulfill the requirements outlined in the Contract Documents.
- 1.44.9.** “Subcontractor” refers to any individual, entity, or organization with a direct contractual agreement to perform a portion of the Services under the Contract. The term “Subcontractor” includes the subcontractor’s authorized representatives.

## **Section 2.0. Insurance Requirements**

At its own expense, the successful Firm shall procure and maintain comprehensive insurance coverage with an insurer rated A- or better by A.M. Best, authorized to do business in Colorado with sufficient coverage for all liabilities, claims, demands, and obligations arising under the Contract. This insurance coverage shall meet or exceed any additional insurance requirements imposed by the Contract or by law. The Firm’s failure to procure or maintain adequate coverage, in the required amounts, duration, or types, shall not relieve it of any liabilities or obligations assumed under the Contract. Furthermore, the Firm shall ensure that all such insurance remains in full force and effect throughout the term of the Contract.

The Firm shall procure, maintain, and ensure that any subcontractors, if applicable, also procure and maintain the insurance coverage specified below. All insurance policies shall be maintained in form and with insurers acceptable to the City. The required coverage must be maintained continuously to address all liabilities, claims, demands, and obligations assumed by the Firm under the Contract. To ensure continuous coverage, the Consultant shall obtain and maintain appropriate retroactive dates and extended reporting periods for any claims-made insurance policies. Unless otherwise specified in the Special Conditions, the minimum coverage limits shall be as follows:

**(a) Commercial General Liability**

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

TWO MILLION DOLLARS (\$2,000,000) general aggregate.

The policy shall apply to all premises, products, and completed operations. It 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 provision for severability of interest.

(b) **Professional Liability Errors and Omissions**

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

TWO MILLION DOLLARS (\$2,000,000) aggregate

Continuous coverage or an extended reporting period shall be maintained for at least five (5) years after services are completed.

(c) **Automobile Liability** with minimum combined single limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) for each accident

Concerning each of the Firm's owned, hired, or non-owned vehicles assigned to be used in the performance of the Services.

(d) **Workers' Compensation and Employers' Liability:** At its own expense, the Firm shall comply with all applicable State of Colorado Laws and Regulations concerning Workers' Compensation and other statutory insurance as required. Additionally, the Firm agrees to indemnify and hold harmless the City of Grand Junction from any claims or liabilities arising from non-compliance with these requirements.

**3.1. Additional Insured Endorsement:** The policies required by paragraphs (a) and (c) above shall be endorsed to include the City, its elected and appointed Officials, employees, and volunteers as Additional Insureds. Every required policy above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, or carried by or provided by any insurance pool of the City, shall be excess and not contributory insurance to that provided by the Firm. The Firm shall be solely responsible for any deductible losses under any policy required above.





Mountain Peak Controls, Inc.  
13551 W. 43<sup>rd</sup> Dr. Unit I  
Golden, CO 80403  
(303) 271-0376

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Date: June 19, 2025  
To: Mark Ritterbush  
City of Grand Junction

Reference: Kannah WTP Upgrades REV2

Mountain Peak Controls, Inc. (MPC) is pleased to provide the following proposal for the Kannah WTP control system upgrades. This involves replacement of the existing Opto22 filter control system and SCADA software with Allen Bradley (AB) Compactlogix PLC and Ignition SCADA software. These changes will put the Kannah plant on the same control platform as the city's municipal water plant.

**WTP Control System Upgrades**

- Qty. 1 – Allen Bradley 5069 Series Compactlogix PLC with appropriate IO to replace existing OPTO22 system. The AB system is fully compatible with the existing AB based Kannah collection and distribution system.
- Qty. 1 – Ignition HMI software & computer with 3 client licenses.
- Qty. 1 – Ignition alarm module for text / email alarm notification
- Qty. 1 – New 36x30" backpan with new PLC and associated terminals, power supply and power protection equipment. This will allow for a cleaner conversion to the new system.
- Lot – PLC programming for filter and pump controls
- Lot – Ignition HMI programming. MPC will re-create all filter control screens to be similar to what is at the main WTP for ease of use.
- Lot – Simulation testing of the programs before installation
- Lot - Installation of the backpanel and wiring of the equipment
- Lot – System testing and startup
- Lot – Operator Training
- Lot – Panel Wiring drawing and equipment documentation

**Project Budgetary Cost - \$75,100.00**

Note: All materials are available within 2 weeks. Estimate equipment to be ready for installation within 6-8 weeks ARO. WTP will need to be down for approx. 1 day.

Thank you for the opportunity to quote to you on this project. If you have any further questions, please contact me: [bmitchem@mountainpeakcontrols.com](mailto:bmitchem@mountainpeakcontrols.com) or 303-885-5967.

Regards,  
Brian Mitchem  
Mountain Peak Controls, Inc.



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**General Terms & Conditions**

- MPC warrants all programming for a period of 1 year and will pass on any manufacturer warranty.
- City will provide any necessary conduit runs and trenching
- AutoCAD diagrams and drawings will be developed utilizing AutoCAD 2016 Lite.
- Payment terms are 2% 10 / Net 30 with monthly progress billings based upon material delivered and work completed.
- No local, state or federal taxes have been included in this proposal and will be added if required.
- The services and materials do not include any licenses or bond premium costs. These will be at additional cost if required.
- Only materials specifically listed as being furnished by MPC are included.
- This proposal is valid for 30 days and subject to revision after that time.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/25/2025

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).

<b>PRODUCER</b> Leavitt Group of Colorado 1720 Jet Stream Drive Suite 100 Colorado Springs CO 80921	<b>CONTACT NAME:</b> Kori Campbell <b>PHONE (A/C, No, Ext):</b> (719) 528-1884 <b>FAX (A/C, No):</b> (800) 746-4434 <b>E-MAIL ADDRESS:</b> kori-campbell@leavitt.com														
<b>INSURED</b> Alpine Civil Construction, Inc. dba: Mountain Peak Controls, Inc 17805 S. Golden Rd Golden CO 80401	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Burlington Insurance Company</td><td>23620</td></tr><tr><td>INSURER B: Employers Mutual Casualty Company</td><td>21415</td></tr><tr><td>INSURER C: RSUI Indemnity Company</td><td>22314</td></tr><tr><td>INSURER D: Pinnacol Assurance</td><td>41190</td></tr><tr><td>INSURER E: Ironshore Specialty Insurance Company</td><td>25445</td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Burlington Insurance Company	23620	INSURER B: Employers Mutual Casualty Company	21415	INSURER C: RSUI Indemnity Company	22314	INSURER D: Pinnacol Assurance	41190	INSURER E: Ironshore Specialty Insurance Company	25445	INSURER F:	
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**COVERAGES****CERTIFICATE NUMBER:** 25/26 Alpine/Mtn Peak**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			376BG13220	6/13/2025	6/13/2026	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 50,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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C	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			NHA607215	6/13/2025	6/13/2026	<table><tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 2,000,000	AGGREGATE	\$ 2,000,000		\$								
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D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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			4207367	2/1/2025	2/1/2026	<table><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<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						
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E	<b>Professional Liability</b>			DCP7LADA28H001	6/12/2025	6/12/2026	Each Occ-\$1,000,000/Ded-\$15K Agg-\$2,000,000														
E	<b>Pollution Liability</b>			DCP7LADA28H001	6/12/2025	6/12/2026	Each Occ-\$1,000,000/Ded-\$10K Agg-\$2,000,000														

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

THIS CERTIFICATE IS SUBJECT TO THE TERMS AND CONDITIONS ON THE POLICY.

**CERTIFICATE HOLDER****CANCELLATION**

City of Grand Junction 250 N 5th Street 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  Kori Campbell/KOCAMP  <i>Kori Campbell</i>
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ACORD 25 (2014/01)

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