



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:**

United Energy Trading, LLC  
918 E Divide Ave, 3rd Floor  
BISMARCK, ND 58501

**Ship To:**

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

**Bill To:**

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

SUPPLIER #: 11096  
FAX#:  
EMAIL:

**Order Number**  
**GJPO101264**

**Order Date**  
**03/03/2026**

SOLICITATION #:  
NOTES: 2nd Year Contract Renewal 2026 3rd  
Party Billing Original Contract 5439-24-DD

2026 Natural gas contract with United Energy Trading

<i>Tax Terms</i>		<i>For the tax-exempt purchase, Grand Junction's tax ID is 84-6000592</i>			
		<i>All Library Purchases are Tax Exempt - Tax ID 98-03544</i>			
Requestor john.barth@gjcity.org		Phone 1-970-254-3819	Net Terms Net 30	Date Required 03/06/2026	
QUANTITY	UNIT	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
			Tiara Rado Ops		7,881.84
			City Hall		13,467.77
			Orchard Mesa Pool		55,235.00
			Avalon Theater		11,939.72
			Convention Center		28,245.44
			Fleet Service Center (Bldg C)		10,644.96
			Operations		24,545.34
			CNG Station		360,000.00
			Public Safety Bldg		53,702.62
<b>Total</b>					<b>565,662.69</b>

Approved:





**CONTRACT RENEWAL**

#EXT-5878-26-DD

Date: March 2, 2026

Supplier: United Energy Trading, LLC

Project: 2nd Year Contract Renewal for 3<sup>rd</sup> Party Natural Gas Services for City of Grand Junction

Congratulations, you have been awarded the 2nd year renewal option for contract #EXT-5878-26-DD **3<sup>rd</sup> Party Natural Gas Services**, dated March 2, 2026.

The Contractor shall provide to City of Grand Junction the services set forth in the Contract Documents dated April 18, 2024, for Contract No. 5439-24-DD for 3<sup>rd</sup> Party Natural Gas Services for City of Grand Junction, as per the original contract documents. This renewal shall cover May 1, 2026 through April 30, 2027. Firm is able to perform services for the following facilities/locations:

The Firm shall accept as full and complete compensation for the performance and completion of all of the Services specified in the Contract Documents, the fixed rate (per dekatherm (Dth)) of **Three and 85/100 Dollars (\$3.85), plus Firm's fee rate of 15/100 Dollars (\$0.15) per Dth, and expected hedging costs of 25/100 Dollars (\$0.25) per Dth** as submitted by the Firm in the Proposal for each facility location being serviced. **(NOTE: No overage or underage charges/fees, or any other charges/fees (except for Xcel Energy pass through charges/fees) shall be applied, in excess of Northwest Pipeline Corp. Rocky Mountains Index Price...**

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:

*Dolly Daniels*

3/2/2026

8A612C5D7294484...

Dolly Daniels, Senior Buyer

**SUPPLIER ACKNOWLEDGEMENT**

Receipt of this Contract Renewal is hereby acknowledged:

Contractor: United Energy Trading, LLC

Signed by:

By: *Matt Tracey*

Title: Director, Rockies

15EAC9F0F53E43E

Date: 3/2/2026



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United Energy Trading, LLC  
 918 E Divide Ave, 3rd Floor  
 BISMARCK, ND 58501

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 Building C  
 GRAND JUNCTION, CO 81501  
 UNITED STATES

**Bill To:**

City Campus Building C  
 333 West Avenue  
 Building C  
 GRAND JUNCTION, CO 81501  
 UNITED STATES

SUPPLIER #: 11096  
 FAX#:  
 EMAIL:

**Order Number**  
**GJPO100033**

**Order Date**

SOLICITATION #:  
 NOTES: Carryover Funds for 2025 Ref #5639-24-DD

CONV 2025 - 3rd Party Natural Gas

Requestor		Phone	Net Terms Net 30	Date Required
QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		Natural Gas Tiara Rado		6,492.20
		Natural Gas City Hall		12,072.91
		Natural Gas Orchard Mesa Pool		40,991.01
		Natural Gas Avalon Theater		16,826.66
		Natural Gas Convention Center		24,115.60
		Natural Gas Persigo		11,641.99
		Natural Gas Fleet Services (Bldg C)		9,605.01
		Natural Gas 2145 River Rd		5,226.21
		Natural Gas Operations		23,866.57
		Natural Gas CNG Station		252,163.88

*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*

		Natural Gas Public Safety Building		40,803.80
				<b>Total</b> 443,805.84

Approved: *Suey Daniels*



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**Supplier:**

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BISMARCK, ND 58501

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333 West Avenue  
Building C  
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UNITED STATES

**Bill To:**

City Campus Building C  
333 West Avenue  
Building C  
GRAND JUNCTION, CO 81501  
UNITED STATES

SUPPLIER #: 11096  
FAX#:  
EMAIL:

**Order Number**  
**GJPO100033**

**Order Date**

NOTES: Carryover Funds for 2025 Ref #5639-24-DD

QUANTITY		UNIT	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
				Natural Gas Tiara Rado		2,348.00
				Natural Gas City Hall		5,329.52
				Natural Gas Orchard Mesa Pool		19,621.09
				Natural Gas Avalon Theater		5,001.03
				Natural Gas Convention Center		10,127.34
				Natural Gas Persigo		11,641.99
				Natural Gas Fleet Services (Bldg C)		6,019.88
				Natural Gas 2145 River Rd		5,226.21
				Natural Gas Operations		11,885.43
				Natural Gas CNG Station		98,580.03

*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 Phone Net Terms Date Required  
Net 30

		Natural Gas Public Safety Building		21,651.88
				<b>Total</b> 197,432.40

Approved:

*Suey Daniels*



**CONTRACT RENEWAL**

#5682-25-DD

Date: May 6, 2025

Supplier: United Energy Trading, LLC

Project: 1<sup>st</sup> Year Contract Renewal for 3<sup>rd</sup> Party Natural Gas Services for City of Grand Junction

**Congratulations, you have been awarded the 1<sup>st</sup> year renewal option for contract #5682-25-DD 3<sup>rd</sup> Party Natural Gas Services, dated May 6, 2025.**

The Contractor shall provide to City of Grand Junction the services set forth in the Contract Documents dated April 18, 2024 for Contract No. 5439-24-DD for 3<sup>rd</sup> Party Natural Gas Services for City of Grand Junction, as per the original contract documents. This renewal shall cover May 1, 2025 through April 30, 2026. Firm is able to perform services for the following facilities/locations:

The Firm shall accept as full and complete compensation for the performance and completion of all of the Services specified in the Contract Documents, the fixed rate (per dekatherm (Dth)) of **Four and 55/100 Dollars (\$4.55), plus Firm's fee rate of 15/100 Dollars (\$0.15) per Dth, and expected hedging costs of 25/100 Dollars (\$0.25) per Dth** as submitted by the Firm in the Proposal for each facility location being serviced. **(NOTE: No overage or underage charges/fees, or any other charges/fees (except for Xcel Energy pass through charges/fees) shall be applied, in excess of Northwest Pipeline Corp. Rocky Mountains Index Price...**

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:  
Duane Hoff Jr., Contract Administrator - City of Grand Junction  
9985E4432077480...  
Duane Hoff Jr., Contract Administrator

**SUPPLIER ACKNOWLEDGEMENT**

Receipt of this Contract Renewal is hereby acknowledged:

Contractor: United Energy Trading, LLC

By: Signed by:  
Matt Tracy  
9985E4432077480...

Title: Director, Rockies Marketing Natural Gas

Date: 5/7/2025



**Purchase Order  
No. 2024-00000203**

**DATE 04/18/2024**

**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. 10557**  
United Energy Trading, LLC  
918 E Divide Ave, 3rd Floor  
BISMARCK, ND 58501  
Phone: (701) 214-6459

**PAGE 1 of 2**  
**SHIP VIA**  
**DELIVER BY**  
**FREIGHT TERMS**  
**Payment Terms: Net 30 Days**  
**Buyer Name: Dolly Daniels**  
**Buyer Email: dollyd@gjcity.org**

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Lump Su	UTILITIES (ELECTRIC, GAS, WATER, SEWER) - Natural Gas - Convention Center 406-660.6550_04 - Utilities_Gas 37,984.00 M1000-M100015	37,984.0000	\$37,984.00
1.0000	Lump Su	UTILITIES (ELECTRIC, GAS, WATER, SEWER) - Natural Gas - OM Pool 406-660.6550_04 - Utilities_Gas 45,240.00 M1000-M100010	45,240.0000	\$45,240.00
1.0000	Lump Su	UTILITIES (ELECTRIC, GAS, WATER, SEWER) - Natural Gas - Persigo TRTM6 406-660.6550_04 - Utilities_Gas 14,446.00 M1000-M100019	14,446.0000	\$14,446.00
1.0000	Lump Su	UTILITIES (ELECTRIC, GAS, WATER, SEWER) - Natural Gas - 2145 River Rd TRTM4 406-660.6550_04 - Utilities_Gas 8,706.00 M1000-M100019	8,706.0000	\$8,706.00
1.0000	Lump Su	UTILITIES (ELECTRIC, GAS, WATER, SEWER) - Natural Gas - City Hall 406-660.6550_04 - Utilities_Gas 14,184.00 M1000-M100010	14,184.0000	\$14,184.00
1.0000	Lump Su	UTILITIES (ELECTRIC, GAS, WATER, SEWER) - Natural Gas - Operations 406-660.6550_04 - Utilities_Gas 14,332.00 M1000-M100010	14,332.0000	\$14,332.00
1.0000	Lump Su	UTILITIES (ELECTRIC, GAS, WATER, SEWER) - Natural Gas - Fleet Service Center (Bldg C) 406-660.6550_04 - Utilities_Gas 31,494.00 M1000-M100010	31,494.0000	\$31,494.00
1.0000	Lump Su	UTILITIES (ELECTRIC, GAS, WATER, SEWER) - Natural Gas_CNG Fuel Site 406-660.6550_04 - Utilities_Gas 175,000.00	175,000.0000	\$175,000.00

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

By: Dolly f. Daniels



**Purchase Order  
No. 2024-00000203**

**DATE 04/18/2024**

**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. 10557**  
United Energy Trading, LLC  
918 E Divide Ave, 3rd Floor  
BISMARCK, ND 58501  
Phone: (701) 214-6459

**PAGE 2 of 2**  
**SHIP VIA**  
**DELIVER BY**  
**FREIGHT TERMS**  
**Payment Terms: Net 30 Days**  
**Buyer Name: Dolly Daniels**  
**Buyer Email: dollyd@gjcity.org**

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Lump Su	M1000-M100011 UTILITIES (ELECTRIC, GAS, WATER, SEWER) - Natural Gas - Avalon Theater 406-660.6550_04 - Utilities_Gas 15,915.00	15,915.0000	\$15,915.00
1.0000	Lump Su	M1000-M100016 UTILITIES (ELECTRIC, GAS, WATER, SEWER) - Natural Gas - Tiara Rado Ops 406-660.6550_04 - Utilities_Gas 7,187.00	7,187.0000	\$7,187.00
1.0000	Lump Su	M1000-M100024 UTILITIES (ELECTRIC, GAS, WATER, SEWER) - Natural Gas - Public Safety Bldg 406-660.6550_04 - Utilities_Gas 76,518.00 M1000-M100010	76,518.0000	\$76,518.00
<b>PURCHASE ORDER TOTAL</b>				<b>\$441,006.00</b>

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

By: Dolly f. Daniels



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United Energy Trading, LLC  
BISMARCK, ND 58501

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Building C  
GRAND JUNCTION, CO 81501  
UNITED STATES

**Bill To:**

City Campus Building C  
333 West Avenue  
Building C  
GRAND JUNCTION, CO 81501  
UNITED STATES

SUPPLIER #: 11096  
FAX#:  
EMAIL:

**Order Number**  
**GJPO100033**

**Order Date**

NOTES: Carryover Funds for 2025 Ref #5639-24-DD

Requestor		Phone	Net Terms	Date Required	
QUANTITY		UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
			Natural Gas Tiara Rado		2,348.00
			Natural Gas City Hall		5,329.52
			Natural Gas Orchard Mesa Pool		19,621.09
			Natural Gas Avalon Theater		5,001.03
			Natural Gas Convention Center		10,127.34
			Natural Gas Persigo		11,641.99
			Natural Gas Fleet Services (Bldg C)		6,019.88
			Natural Gas 2145 River Rd		5,226.21
			Natural Gas Operations		11,885.43
			Natural Gas CNG Station		98,580.03

*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*

		Natural Gas Public Safety Building		21,651.88
				<b>Total</b> 197,432.40

Approved:

*Sue Daniels*



CITY OF GRAND JUNCTION, COLORADO

\*\*\*\*\*

**CONTRACT**

This CONTRACT made and entered into this 18th day of April 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 **United Energy Trading, LLC**, hereinafter in the Contract Documents referred to as the "Firm."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Bids 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 **3<sup>rd</sup> Party Natural Gas Services #5439-24-DD**

WHEREAS, the Contract has been awarded to the above-named Firm by the Owner for services to be provided for City of Grand Junction, and said Firm is now ready, willing, and able to perform the Services specified in accordance with the Contract Documents for the following facilities/locations:

**Facilities Currently Serving for this Contract:**

Facility	Meter	Premise
City Hall	1298873	300090848
Orchard Mesa Pool	10008276	300680488
Two Rivers Convention Center	1309007	300848994
Persigo Sludge Processing	10004154	301340604
USS Operations	10011327	301920707
2145 River Rd Persigo Wastewater	GJ12297	301944090
Service Center Fleet	10003425	301949019
CNG Fuel Site	10005474	304235086
Avalon Theater	10008515	
Tiara Rado Ops	20896292	
Public Safety Building	10006369	

The Owner has the option to add or delete facilities as necessary.

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

The order of contract document governance shall be as follows:

- a. The body of this Contract Agreement
- b. Owners General Terms and Conditions; **3<sup>rd</sup> Party Natural Gas Services. #5439-24-DD**
- c. Assignment of Contract between AM Gas Marketing Corp and City of Grand Junction
- d. Agency Agreement for Public Service Company of Colorado Gas Transportation Service
- e. AM Gas Pricing

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

## ARTICLE 4

Contract Time: Time is of the essence with respect to this Contract. The Firm hereby agrees to commence Services under the Contract on or before May 1, 2023. Initial Contract Term shall be **May 1, 2023 through April 30, 2025**.

## ARTICLE 5

Contract Price and Payment Procedures: The Firm shall accept as full and complete compensation for the performance and completion of all of the Services specified in the Contract Documents, the fixed rate (per dekatherm (Dth)) of **Five and 40/100 Dollars (\$5.40) plus Firm's fee rate of 15/100 Dollars (\$0.15) per dth and expected hedging costs of 25/100 Dollars (0.25) per dth** as submitted by the Firm in the proposal for each facility location being serviced. (**Note: No overage or underage charges/fees, or any other charges/fees (except for Xcel Energy pass through charges/fees) shall be applied, in excess of Northwest Pipeline Corp. Rocky Mountains Index Price.** 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 Firm 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 Service progresses. Applications for partial and Final Payment shall be prepared by the Firm and approved by the Owner in accordance with the Solicitation.

ARTICLE 6

Contract Binding: The Owner and the Firm each binds 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 Firm and may only be altered, amended, or repealed by a duly executed written instrument. Neither the Owner 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 and specifically, the Firm shall not assign any moneys due or to become due without the prior written consent of the Owner.

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

The Contract is executed in two counterparts.

**CITY OF GRAND JUNCTION, COLORADO**

<small>DocuSigned by:</small>		
By: <u>Dolly Daniels</u>		<u>4/29/2024</u>
Dolly Daniels, Senior Buyer		Date

**United Energy Trading LLC**

<small>DocuSigned by:</small>		
By: <u>Matt Tracey</u>		<u>4/26/2024</u>
Matt Tracey, Director, Rockies Marketing at United Energy Trading LLC		

## 1. Owner's Terms and Conditions for 3<sup>rd</sup> Party Natural Gas Services

- 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 **The Owner:** The Owner is the City of Grand Junction, Colorado ("City) and is referred to throughout this Contract. The term Owner means the Owner or its authorized representative. The Owner shall at all times have access to the Service wherever it is in preparation and progress.
- 1.3 **The Contract:** This Contract, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute an enforceable agreement equally binding between the Owner and Firm. The Contract represents the entire and integrated agreement between the Owner and the Firm and supersedes all prior negotiations, representations, or agreements, either written or oral including the bid documents. The Contract may be amended or modified with Change Orders, Field Orders, or Addendums.
- 1.4 **The Service:** The term Service includes all labor necessary to produce the design and construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.
- 1.5 **Sales Tax:** The Owner is exempt from the State, County, and Municipal Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.
- 1.6 **Acceptance of Contract Terms:** A proposal submitted 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 a Letter of Interest or Cover Letter together with 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 requirements. Failure to do so may be deemed a waiver or any right(s) to subsequently modify the term(s) of performance, except as specified in the Contract Documents.
- 1.7 **Compliance:** Firm submitting a proposal agrees to comply with all conditions, requirements, and instructions of this Contract Document as stated or implied herein. Should the Owner omit anything which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Firm shall secure instructions from the Purchasing Agent prior to the submittal deadline.
- 1.8 **Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and Firm. By executing the Contract, the Firm represents that it has familiarized itself with the local conditions under which the Service 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 Contract

Documents is to include all labor, materials, equipment, services, and other items necessary for the proper execution and completion of the Scope of Service 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.

- 1.9 Firm:** The Firm is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Firm means the Firm or its authorized representative. The Firm shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Service, Addenda, and Modifications and shall at once report to the Owner any error, inconsistency, or omission it may discover. Firm shall not be liable to the Owner for any damage resulting from such errors, inconsistencies, or omissions. The Firm shall not commence Service without clarifying Drawings, Specifications, or Interpretations.
- 1.10 Sub-Firms:** A Sub-Firm is a person or organization who has a direct Contract with the Firm to perform any of the Service at the site. The term Sub-Firm is referred to throughout the Contract Documents and means a Sub-Firm or its authorized representative.
- 1.11 Award of Sub-Contracts & Other Contracts for Portions of the Service:** Firm shall submit to the Owner, in writing for acceptance, a list of the names of the sub-Firms or other persons or organizations proposed for such portions of the Service as may be designated in the proposal requirements, or, if none is so designated, the names of the sub-Firms proposed for the principal portions of the Service. Prior to the award of the Contract, the Owner shall notify the successful Firm 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 list, the Firm 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 Firm has acted promptly and responsively in submitting a name with respect thereto prior to the award.
- 1.12 Permits, Fees, & Notices:** The Firm shall secure and pay for all permits, governmental fees, and licenses necessary for the proper execution and completion of the Service. 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 Service. If the Firm 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 Firm performs any Service knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Owner, it shall assume full responsibility and shall bear all costs attributable to the non-conforming Service.
- 1.13 Responsibility for those Performing the Service:** The Firm shall be responsible to the Owner for the acts and omissions of all its employees and all other persons performing any of the Service under a Contract with the Firm.
- 1.14 Payment & Completion:** The Contract Sum is stated in the Contract and is the total

amount payable by the Owner to the Firm for the performance of the Service under the Contract Documents. The Firm 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 the Service and to determine, in general, if the Service is proceeding in accordance with the Contract Documents. Based on such observations and the Firm's Application for Payment, the Owner will determine the amounts owing to the Firm and will issue Certificates for Payment in such amounts as provided in the Contract. The Owner will have authority to reject Service which does not conform to the Contract Documents. Upon receipt of written notice that the Service 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 Owner finds the Service 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 Firm, of the value of Service performed in accordance with the Contract Documents.

- 1.15 Contingency/Force Account/Minor Contract Revisions:** Contingency/Force Account/Minor Contract Revisions Service 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 Service and are necessary to accomplish the scope of this Contract. Contingency/Force Account/Minor Contract Revisions Authorization will be directed by the Owner through an approved form. Contingency/Force Account/Minor Contract Revisions funds are the property of the Owner and any Contingency/Force Account/Minor Contract Revisions funds, not required for project completion, shall remain the property of the Owner. Firm is not entitled to any Contingency/Force Account/Minor Contract Revisions funds that are not authorized by Owner or Owner's Project Manager.
- 1.16 Protection of Persons & Property:** The Firm 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. Firm 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 Firm in the execution of the Service, or in consequence of the non-execution thereof by the Firm, 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.
- 1.17 Changes in the Service:** The Owner, without invalidating the Contract, may order changes in the Service 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 in the Service 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 Firm signed by the Owner issued after the execution of the Contract, authorizing a change in the Service 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.

- 1.18 Claims for Additional Cost or Time:** If the Firm 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 Firm before proceeding to execute the Service, except in an emergency endangering life or property in which case the Firm 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.
- 1.19 Minor Changes in the Service:** The Owner shall have authority to order minor changes in the Service 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.
- 1.20 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 Service in accordance with the agreement, without change in the Contract sum or time. The Firm shall carry out such Field Orders promptly.
- 1.21 Uncovering & Correction of Service:** The Firm shall promptly correct all Service found by the Owner as defective or as failing to conform to the Contract Documents. The Firm shall bear all costs of correcting such rejected Service, including the cost of the Owner's additional Service thereby made necessary. The Owner shall give such notice promptly after discovery of condition. All such defective or non-conforming Service under the above paragraphs shall be removed from the site where necessary and the Service shall be corrected to comply with the Contract Documents without cost to the Owner. If within one (1) year 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 Service 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 Firm a written acceptance of such condition. The Owner shall give such notice promptly after discovery of condition. All such defective or non-conforming Service under the above paragraphs shall be removed from the site where necessary and the Service shall be corrected to comply with the Contract Documents without cost to the Owner. The Firm shall bear the cost of making good all Service of separate Firms destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming Service, 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 Firm.
- 1.22 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.
- 1.23 Assignment:** The Firm shall not sell, assign, transfer or convey any Contract resulting from this IFB, in whole or in part, without the prior written approval from the Owner.
- 1.24 Compliance with Laws:** Offers must comply with all Federal, State, County, and local laws governing the Service and the fulfillment of the Service for and on behalf of the

public. Firm hereby warrants that it is qualified to assume the responsibilities and render the Service described herein and has all requisite corporate authority and professional licenses in good standing required by law.

- 1.25 Confidentiality:** All information disclosed by the Owner to the Firm for the purpose of the Service to be done or information that comes to the attention of the Firm during the course of performing such Service is to be kept strictly confidential.
- 1.26 Conflict of Interest:** No public official and/or City/County employee shall have interest in any Contract resulting from these Contract Documents.
- 1.27 Contract Termination:** This Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Service; (3) final acceptance of Service 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 (30) days past notification.
- 1.28 Employment Discrimination:** During the performance of any Service per agreement with the Owner, the Firm, signing the Contract, agrees to the following conditions:
- 1.28.1** The Firm shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Firm. The Firm agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 1.28.2** The Firm, in all solicitations or advertisements for employees placed by or on behalf of the Firm, shall state that such Firm is an Equal Opportunity Employer.
- 1.28.3** 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.
- 1.29 Affirmative Action:** In executing a Contract with the City, the Firm agrees to comply with Affirmative Action and Equal Employment Opportunity regulations presented in the General Contract Conditions Section 9 "Affirmative Action/EEO.
- 1.30 Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Firm certifies that it does not and will not during the performance of the Contract employ workers without authorization or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or laws regulating immigration compliance.
- 1.31 Ethics:** The Firm 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.
- 1.32 Failure to Deliver:** In the event of failure of the Firm to perform in accordance with the Contract Documents, the Owner, after due oral or written notice, may procure the Service from other sources and hold the Firm responsible for any costs resulting in additional Service, materials and/or administration services necessary to perform the Service. This remedy shall be in addition to any other remedies that the Owner may have.

- 1.33 Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Contract or any part thereof or the right of the Owner to enforce any provision of the Contract Documents at any time in accordance with the terms thereof.
- 1.34 Force Majeure:** The Firm 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 Firm, unless otherwise specified in the Contract.
- 1.35 Independent Firm:** The Firm 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 be at no time 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, 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.
- 1.36 Award of Contract:** Unless otherwise indicated, a single award will be made. The City will issue a Notice of Award to the Successful Offeror which will be accompanied by a Contract electronically submitted via DocuSign for digital signature. Within ten (10) Calendar Days thereafter, the Firm shall sign and deliver the digitally executed Contract via DocuSign. Performance Bond, Payment Bond, and Certificate of Insurance shall be submitted to the City within ten (10) days of Contract execution. No Contract shall exist between the Successful Offeror and the City and the Successful Offeror shall have no rights at law or in equity until the Contract has been duly executed by the City.
- The Firm's failure to sign and submit a Contract and other documents set forth in this Paragraph within the prescribed time shall be just cause of annulment of the award.
- 1.37 Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 1.38 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.
- 1.39 Patents/Copyrights:** The Firm 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 Firm for any claims, damages, awards and/or costs of defense arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this Contract.
- 1.40 Remedies:** The Firm and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

- 1.41 Governing Law:** Any agreement as a result of this Contract Document 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.
- 1.42 Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado law as a defense to any action arising out of this Contract.
- 1.43 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 prohibits 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. The Contract, if any, will be subject to and must contain a non- appropriation of funds clause/limitation on multi-year fiscal obligations as required by Art X, Section 20 of the Colorado Constitution, and other applicable law(s).
- 1.44 Keep Jobs in Colorado Act:** Firm shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes (C.R.S.) requiring 80% Colorado labor to be employed on public Services. Firm 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 Firm claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Firm shall state that there is insufficient Colorado labor to perform the Service 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), Firm shall be responsible for ensuring compliance with Article 17 of Title 8, C.R.S. requiring 80% Colorado labor to be employed on public Services. Firm 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).

**1.44.1** "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
- (c) except any project that receives federal moneys.

A M GAS MARKETING CORP.  
970/704-0866 direct  
blevin@uetllc.com

225 Union Blvd., Suite 200  
Lakewood, Colorado 80228

June 13, 2023

City of Grand Junction  
250 N. 5<sup>th</sup> Street, Grand Junction, CO 81501

Re: Assignment of Contract between A M Gas Marketing Corp. and City of Grand Junction dated April 6, 2023.

Dear Customer,

United Energy Trading, LLC (“UET”) has purchased A M Gas Marketing Corp. and A M Gas Transfer Corp. (together “AMGAS”). UET, headquartered in Denver, Colorado, is a natural gas marketer serving customers in the U.S. since 2002 and customers in Colorado since 2010. You can learn more about UET at [www.unitedenergytrading.com](http://www.unitedenergytrading.com). Account transfer is scheduled for August 1, 2023 (“Account Transfer Date”).

Your AMGAS Contract, dated April 6, 2023 (“Customer Contract”), will be assigned by AMGAS to UET effective on the Account Transfer Date. Your Customer Contract requires us to obtain your consent for the assignment.

All contract terms including pricing will remain the same.

AMGAS and UET hereby request your consent to the assignment by AMGAS to UET of all rights, title and interest in and to the Customer Contract, which consent shall be effective on the Account Transfer Date. All services performed and goods delivered after the Account Transfer Date will be the responsibility of UET.

For a smooth transition, we ask that you take the following additional actions:

- If you are tax exempt, please execute the attached exemption certificate or provide

A M GAS MARKETING CORP.  
970/704-0866 direct  
blevin@uetllc.com

225 Union Blvd., Suite 200  
Lakewood, Colorado 80228

your tax exemption certificate to us by July 1, 2023.

- If you currently participate in an ACH/EFT payment program, AMGAS will assign your ACH/EFT authorization to UET unless you provide written notification otherwise.
- If you would like to pay by ACH/EFT, please provide notification pursuant to the following paragraph so we can provide you with an authorization form.

We thank you for your business and have greatly appreciated the opportunity to serve you. If you have any questions, please contact Bart Levin at 970-704-0866 or email [blevin@uetllc.com](mailto:blevin@uetllc.com).

Sincerely,

A M Gas Marketing Corp.  
A M Gas Transfer Corp.

Please indicate your consent by executing this letter and attachments, and returning a copy of it by email to the following address: [mawilliams@uetllc.com](mailto:mawilliams@uetllc.com) or by US mail to the header address.

Acknowledge and Consent:

 \_\_\_\_\_

Name: Dolly Daniels

Title: Sr. Buyer

Date: June 15, 2023

## **XCEL AGENCY AGREEMENT FOLLOWS**

Customers, please sign on the left side of page 3 of the attached Agency Agreement as Receiving Party.

**AGENCY AGREEMENT**  
**FOR PUBLIC SERVICE COMPANY OF COLORADO**  
**GAS TRANSPORTATION SERVICE**  
**(FOR USE WHEN AGENT HAS EXECUTED SERVICE AGREEMENT)**

The undersigned, by and on behalf of City of Grand Junction, Colorado (Receiving Party), having a mailing address of 225 North Fifth Street, Grand Junction, Colorado, 81501, hereby designates United Energy Trading, LLC (Shipper), having a mailing address of 225 Union Blvd, Suite 200, Lakewood, CO 80228, as its agent, with full authority to act on its behalf in obtaining and managing Gas Transportation Service provided by Public Service Company of Colorado (Transporter), as specified below, for the transportation of Natural Gas supplies from Transporter's Receipt Point(s) to Receiving Party at the following Delivery Point(s):

**Premise Numbers:**

- 300056291
- 300090848
- 300680488
- 300686228
- 300848994
- 301340604
- 301920707
- 301944090
- 301949019
- 304235086
- 305041016

Receiving Party authorizes Shipper to act on its behalf in managing gas transportation on Transporter's System, including, but not limited to, contracting for Gas Transportation Service provided by Transporter, approving, installing, and maintaining communications lines or any associated equipment for Gas Transportation Service; arranging for the delivery of Gas quantities to Transporter's Receipt Point(s) for Receiving Party including submitting all Nominations therefore, managing Gas transportation Imbalances incurred on behalf of Receiving Party, receiving invoices from Transporter, and paying all applicable charges for Gas Transportation Service provided by Transporter to Receiving Party at the above Delivery Point(s), including, but not limited to, any charges for Imbalance cashouts or any natural gas sold by Transporter consistent with Transporter's Gas tariff. Receiving Party represents and warrants that it has not entered into a Gas Transportation Service Agreement (Service Agreement) with Transporter for deliveries to the above Delivery Point(s), but instead is hereby designating Shipper to enter into such agreement with Transporter for that purpose on its behalf.

Shipper and Receiving Party acknowledge that all service provided by Transporter is for the benefit of Receiving Party and that nothing prohibits the transporter from directly contacting the Receiving Party if needed. Receiving Party and Shipper are subject to the Transporter's Gas tariff, and other tariff obligations or agreements with Transporter. In the event that Shipper or Receiving Party fails to make timely payment for service provided by Transporter, or otherwise is in default under the provisions of Transporter's Gas tariff, this Agency Agreement may be revoked by Transporter and all service provided shall be subject to suspension or termination in accordance with Transporter's Gas tariff. If such suspension or termination of service is as a result of Shipper's failure to make payment, Receiving Party shall not be entitled to continued service, regardless of whether Receiving Party has made payment to Shipper, until Transporter receives full and complete payment. Shipper and Receiving Party shall be jointly and severally liable for all of Receiving Party's payments due and owing Transporter for all services provided.

Shipper shall nominate to Transporter, on Receiving Party's behalf for each of the Delivery Point(s) specified above, and otherwise schedule Gas to meet Receiving Party's daily volume requirements and to resolve any and all Gas transportation Imbalances in accordance with the Transporter's Gas tariff on file and in effect from time to time with the Commission. Shipper authorizes personnel from its organization to make binding nominations for this purpose.

If Receiving Party provides Transporter with a subsequent Agency Agreement covering the same Delivery Point(s), this Agreement will be deemed terminated and will no longer be honored by Transporter.

All obligations of Shipper and Receiving Party to Transporter with respect to Gas Transportation Service provided by Transporter shall survive termination of this Agency Agreement.

This Agency Agreement shall become effective as of and shall continue until terminated in accordance with the Transporter's Gas tariff.

Each individual signing this Agency Agreement on behalf of Receiving Party and Shipper represents and warrants that he or she possesses the requisite authority to bind Receiving Party or Shipper to this Agreement, and agrees to indemnify and hold harmless Transporter from any claim that such authority did not exist.

This Agency Agreement is made and entered into this day of 2023.

SIGNED:

*Dolly Daniels*  
(Receiving Party)

  
(Shipper)

Dolly Daniels  
(print name)

Kurt Batenhorst  
(print name)

Title: Senior Buyer

Title: Executive Vice President

Date: June 15, 2023

Date: 5/31/2023

**SECTION 6.0: SOLICITATION RESPONSE FORM**

**RFP-5165-23-DD "3<sup>rd</sup> Party Natural Gas Services for the City of Grand Junction"**

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

-----  
*The Owner reserves the right to accept any portion of the Services to be performed at its discretion.*  
-----

The undersigned has thoroughly examined the Request for Proposal and submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; as accepted by the Owner.

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 -0- percent of the net dollar will be offered to the Owner if the invoice is paid within N/A days after the receipt of the invoice. The Owner reserves the right to consider any such discounts when determining the bid award that are no less than Net 10 days.

RECEIPT OF ADDENDA: the undersigned Firm acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents. State number of Addenda received: One, if this is an addenda

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

<u>A M Gas Marketing Corp.</u>	<u>Barton J Levin</u>
Company Name – (Typed or Printed) Authorized	Agent – (Typed or Printed)
<u></u>	<u>970-704-0866</u>
Authorized Agent Signature	Phone Number
<u>225 Union Blvd, Suite 200</u>	<u>blevin@amgasco.com</u>
Address of Offeror	E-mail Address of Agent
<u>Lakewood, CO 80228</u>	<u>March 13, 2023</u>
City, State, and Zip Code	Date

3<sup>rd</sup> Party Natural Gas  
RFP-5165-23-DD  
Alternative Pricing

In addition to the original proposal submitted, please provide the following Alternative Pricing:

Fixed Price (per dth) for the period of May 1, 2023, through April 30, 2025 (24 Month Period) \$ 5.40

Written fixed price amount Five dollars and forty cents per dth.

Provide a description of how you arrived at your fixed rate. Include any attachments if needed.

Price was arrived by observing the offer prices in the natural gas futures market for the Northwest Pipeline Corp. Rocky Mountain region index prices and creating a weighted average of these prices using the 2022 monthly volumes provided in the RFP. To the result we added our proposed margin of \$.15/dth and ex[ected hedging costs of \$.25/dth.

If the City opts to expand the number of facilities to that currently being served, please provide the process for adding these to the existing contract. Provide costs, who provides the labor to install meters, timing, etc.

AMGAS has committed to contribute \$500 per meter to the City's cost of running a phone line to any additional meter. The City would be responsible for the ongoing cost and maintenance of the phone line. Xcel Energy would install an electronic meter head to any gas meter proposed for our service and connect the phone line to the meter at no cost to the City.

We would calculate an estimated monthly usage for the new facility based on its size and the actual usage of similar facilities we serve. We could bill any new meter at the index-based price proposed in our RFP resonance. Alternatively, using the projected usage and the futures prices then in effect, we could arrive at a fixed price for this facility for the remainder of the fixed price term then in effect for the rest of the City's meters we were serving and charge a new fixed price for the additional meter. The City would then have the option of having the new facility on the index-based price or the proposed fixed price. In any renewal contract term the added facility would be included in the calculatoin of the fixed price for the entire group of facilities we were serving.