



CONTRACT RENEWAL

#5225-23-DH

Date: March 31, 2023

Firm: RockSol Consulting Group, Inc.

Description: 3rd Year Contract Renewal for Professional Geotechnical Engineering Services

Congratulations, you have been awarded the third (3rd) and final renewal option for contract #5225-23-DH Professional Geotechnical Engineering Services, dated March 31, 2023.

The Contractor shall provide to City of Grand Junction the products and/or services set forth in the Contract Documents dated February 25, 2020, for Solicitation RFP-4739-20-DH for **Professional Geotechnical Engineering Services** as the Primary awarded firm. This renewal shall cover the **2023** calendar year.

Please notify Kenneth Haley, City of Grand Junction Public Works Engineering Manager at (970) 244-1543, or via e-mail kennethh@gjcity.org for scheduling. **Send your current Proof of Insurance Certificate to the Purchasing Division.**

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:

Duane Hoff Jr.

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Duane Hoff Jr., Contract Administrator

ACKNOWLEDGEMENT

Receipt of this Contract Renewal is hereby acknowledged:

Firm: RockSol Consulting Group

By: *David Eller* David Eller

DocuSigned by:

David Eller

A1EB126AA3474B0...

Title: David A. Eller - Senior Transportation Manager

Date: 3/31/2023



CONTRACT RENEWAL

#4998-22-DH

Date: March 15, 2022

Supplier: RockSol Consulting Group, Inc.

Project: 2nd Year Contract Renewal for Professional Geotechnical Engineering Services

Congratulations, you have been awarded the 2nd year renewal option for contract #4998-22-DH Professional Geotechnical Engineering Services, dated January 27, 2022.

The Contractor shall provide to City of Grand Junction the products and services set forth in the Contract Documents dated February 25, 2020 for Solicitation No. RFP-4739-20-DH for Contract for Professional Geotechnical Engineering Services as the **Primary awarded firm**. This renewal shall cover the 2022 calendar year.

Additionally, addressing the Contractor’s request dated February 19, 2022:

Item 1. Hour Rate – The City denies this request.

Item 2. Addition of 2 Employee Classifications – The City approves this request.

Please notify Kenneth Haley, City of Grand Junction Public Works Engineering Manager at (970)-244-1543, or via E-mail kennethh@gjcity.org for scheduling and **return to the Purchasing Division an acknowledged copy of this Contract Renewal and current Proof of Insurance Certificate.**

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:
Duane Hoff Jr., Contract Administrator - City of Grand Junction
9f788e7d50p148x
Duane Hoff Jr., Senior Buyer

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Contract Renewal is hereby acknowledged:

Contractor: RockSol Consulting Group

By: Dave Eller, PE - RockSol Consulting Group, Inc. Dave Eller, PE - RockSol Consulting Group, Inc.
A4EB126AA3474B0...

Title: David A. Eller - Senior Transportation Manager

Date: 3/17/2022



February 19, 2022

Duane Hoff Jr., Senior Buyer City of Grand Junction

Dear Mr.Hoff,

RockSol has received the offer to renew our Professional Engineering Geotechnical Services Contract with the City of Grand Junction.

I would like to thank you for showing confidence and trust in RockSol to continue to provide the city with these engineering services. At RockSol we take pride in providing owner agency support, especially when it is in our own community. Although we continue to learn and grow daily, it is good to know that we are meeting the expectations for this contract.

As we prepare to renew the contract, I would like to ask for consideration to modify two items in this contract.

1- Hourly Rate

When we negotiated rates for this contract in February 2020, RockSol slightly lowered our typical employee hourly rates to best meet the needs for this local agency contract. We agree that rate was fair and reasonable, after two years RockSol has been faced with a rapid growing economy, and most recently volatility and shortages in the labor market. This tightening labor market has forced RockSol to be very aggressive in providing higher wages and benefits to assure that we can maintain the high level of professional staff necessary to deliver our services.

As example, since 2020 our typical Materials Technician rate has increased on average approximately 12.33%. (Our 2021 increase was 5.52% and our 2022 increase is 6.81%)

I would like to request a basic wage increase for this contract of 6%, which will help narrow that discrepancy between our 2020 and 2022 hourly wages. I have attached the 2020 Schedule of Hourly Rates (Attachment A) that was agreed to, and a copy of what I request for consideration in the 2022 renewal (Attachment B). If this wage increase of 6% is allowed by the City, I note that these new rates are still well below our similar governmental contracts (such as CDOT Inspection and Testing rates). In summary, I'm not requesting anything above and beyond our typical billing rates just an increase to help keep up with the current inflation and necessary wages that we are currently seeing.

Also noted - RockSol is not requesting any increase for the basic Fee Schedule (per test fee) that is currently identified in the contract.

RockSol Consulting Group, Inc.

566 West Crete Circle, Suite #2, Grand Junction CO 80505 Ph 970.822.4350 Fax 303.962.9350 Web www.rocksol.com



2- Addition of 2 Employee Classifications

When we negotiated the Employee Classifications and Hourly Fee Schedule for the original contract, I primarily focused on classifications for our Geotech Staff and our Materials Technician Staff that could meet the scope of work. In these early negotiations, I failed to recognize the amount of "specialty inspections" that would be required under this contract. RockSol is happy to support these duties, and we have been working diligently with City Engineers to assure we have properly certified and experienced inspectors in Grand Junction to provide the necessary services. To provide this inspection support I have been utilizing senior inspection staff and project engineers that have the appropriate experience and credentials to perform specialty inspections.

Unfortunately, as you can see on the current Employee Classification/Years of Experience document, I do not list any Senior Level Inspectors. Currently we have senior level staff performing the specialty inspections, but I'm billing that staff out a reduced hourly rate to stay within the approved materials "technician" rates.

We request to add a Classification to our hourly sheet for a senior inspector as **Construction Manager II (15 -20 yrs. experience)**, and a proposed rate of \$141/hour.

In addition, I have been utilizing a Project Manager (Professional Engineer) in the Grand Junction office to help oversee this inspection program. That usage of middle management for the special inspection program reduces my time charges, and thus overall project cost, but again I currently do not have an approved classification for a project manager other than myself at a senior level manager.

We would also request to add a Classification for a mid- lever Project Manager (P.E) to assist with the management, and lead work for of these specialty inspection projects. This Classification would be **Project Manager I (P.E.)**, at a proposed rate of \$123/hour.

These classifications would only be utilized when requested and approved by the City Project Manager and usage is intended for complex projects and specialty inspection support.

When you and I briefly discussed this on the phone, you noted that these types of requests are not typically negotiated on renewals of professional service contracts, but you offered to review it for consideration. We appreciate that you will take the time to review and evaluate this request, and hopefully there is a mechanism to allow some adjustment. Certainly, from RockSol perspective both requests are related, but can be considered as independent requests.

Please let us know if this is something that we can adjust for next seasons contract.

Thank you again for the opportunity for RockSol Consulting Group to provide these services.

If you have any additional questions or concerns, please don't hesitate to contact me.

Respectfully,

A handwritten signature in blue ink that reads "David A. Eller".

David A. Eller
Senior Transportation Manager,
RockSol Consulting Group, Inc.



CONTRACT RENEWAL

#4887-21-DH

Date: February 24, 2021

Supplier: RockSol Consulting Group, Inc.

Project: 1st Year Contract Renewal for Professional Geotechnical Engineering Services

Congratulations, you have been awarded the 1st year renewal option for contract #4887-21-DH Professional Geotechnical Engineering Services, dated February 24, 2021.

The Contractor shall provide to City of Grand Junction the products and services set forth in the Contract Documents dated February 25, 2020 for Solicitation No. RFP-4739-20-DH for Contract for Professional Geotechnical Engineering Services as the **Primary awarded firm**. This renewal shall cover the 2021 calendar year.

Please notify Kenneth Haley, City of Grand Junction Public Works Engineering Manager at (970)-244-1543, or via E-mail kennethh@gjcity.org for scheduling and **return to the Purchasing Division an acknowledged copy of this Contract Renewal and current Proof of Insurance Certificate.**

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:
Duane Hoff Jr., Senior Buyer - City of Grand Junction

Duane Hoff Jr., Senior Buyer

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Contract Renewal is hereby acknowledged:

Contractor: RockSol Consulting Group

By: *David Eller - Senior Transportation Manager, RockSol Consulting Group*
_____ David Eller - Senior Transportation Manager, RockSol Cons

Title: David A. Eller - Senior Transportation Manager

Date: 2/25/2021 | 09:30 PST



February 18, 2021

Duane Hoff Jr., Senior Buyer City of Grand Junction

Dear Duane,

Thank you for reaching out to me regarding the renewal of our RockSol Professional Geotechnical Services On-Call contract. We greatly appreciate the opportunity to continue to provide the City of Grand Junction with Materials Testing and Geotechnical Services.

As we discussed on the phone, I welcome feedback on our past year's performance, and hope to address any concerns to better meet the City of Grand Junctions needs and expectations. Certainly, the last year has limited my ability to meet with the Project Managers face to face and identify areas or weakness. So getting written feedback is not only welcome, but critical for our continued growth as a consultant resource. I have tried to provide responses to the comments that we received, but certainly my responses are not limited to this letter. I will continue to work on regular meetings with the project managers to assure we are meeting expectations and providing excellent service that RoskSol is committed to. If you find any of the responses below not complete, please let me know and I will address the issue further.

City PM Comment #1:

I definitely have issues with the Geotechnical Services that were provided by RockSol for the Dos Rios Project. But, I have no idea if any other Geotechnical firm could have avoided the same problems that we ran into. I think RockSol has good intentions overall, but they definitely fell short on the test reporting side of things. I do believe that they NOW have a much better understanding of what the City expects moving forward, at least on the reporting side of things, but that doesn't change the fact that I (and our inspectors) have invested a large amount of time reviewing and summarizing where they were deficient in their testing frequency. The next step is to have them go back out and test those locations that they missed in the first place. The largest concern I've had was the breakdown in communication on their side. Early on, their daily logs and testing results were lacking basic information, which came later in random emails. At this

time, I would say that I can work with them, but there were some large hurdles to get over, which I am still struggling with right now.

David Eller Response #1:

I concur with the comments listed for this project at Dos Rios. The project has been a challenge on several fronts, and I do not believe that RockSol has performed at the level we would like to see. Some of the specific issues encountered on this project and recommendations for me and the RockSol team are listed below.

- **Setting upfront Expectations** - RockSol was contacted to provide a Scope of Work and Estimate for testing services for this project on 7/27/2020, and the project testing began on 8/5/2021. As the RockSol PM when contacted for a project, I provide a Scope of Work, Estimate and a draft Testing Schedule. The only way I can generate a draft testing schedule per City of Grand Junction standards is to review each bid item and associated plans and specifications. For a typical On-Call project this short time frame is not an issue, but for a project of this size and the associated amount of testing, I really should put more time into learning and understanding all the project plans and specifications. In this case I really should have worked closer with the Project Engineer to assure all my assumptions were lined up with the City's expectations.

As example - I estimated a total of 886 hour of testing on the project to complete all testing per the schedule. To try and keep the cost for materials testing down, I looked at this project as a "part-time" tester as needed to meet the frequency. I understood later that the City may have expected the tester to be on the project more, not only for testing, but to monitor productions and assure the monitor contractor production. For a project of this size, it may have been more appropriate to have the tester on site to assure contractor, inspector and tester were all on the same page. This would have increased cost to the client but could have certainly enhanced communications. We have remedied the situation by having the tester meet each morning on site, but this was not initially planned. In the future I will assure I have better conversations with the Project Engineer prior to submitting my scope and estimate to assure we are on the same page for testing expectations.

- **Clarity in Summary Reports** - I concur with the comments that test reports were initially not being distributed with enough information to easily identify and track where tests were completed, especially as it relates to specific utilities and specific elevations. We went into this project with a plan to identify test locations by GPS Coordinates, as requested on the previous Dos Rios Bike Park project. Although this plan had good intentions, it became apparent when we have over 400 GPS points shown on a graphical presentation this is not helpful. We had a meeting midway through the project (12/1/2020) in which we discussed that this format was not working. At that time, I learned of a preferred method to show the summaries by utility type, and in a pdf markup

form. I am still not certain this format is the perfect solution, but it has mitigated confusion. I take full responsibility for not clarifying this early in the project to better understand what the client expects for final summaries. We still have work to do for future projects, but I will engage early in the project to assure that we understand expectations. I will assure to provide proper training to staff to meet those expectations.

- Missing reports - I concur that through a detailed review of testing through December I identified that RockSol had missed some testing on the project. I provided documentation that showed locations that testing appeared to be missed. We are currently over 400 Embankment tests on the project, unfortunately I have identified approximately 20 test locations that were not documented. At this time, I have offered to go back and test these missed test locations at no cost to the client. Lessons learned include better training and communications on my end to assure the technicians do a better job of documentation as the project progresses to avoid missed locations.
- Communications - I concur that communications on this project have not went as well as we would like to see. Again, I take responsibility for underestimating the need for a tester on the project daily, regardless of if there is testing needed or not. For on-call projects prior to this date the inspector or contractor were required to contact RockSol for testing when it was ready. On a project of this size, it is not a realistic method of communicating testing needs. In the future I will make sure we have a better understanding from day one on how communications will flow.

It has added complexity that there have been three different inspectors on this project, and they are not always consistent in the expectations for the testing and methods of daily communications. When we see issues in the future with conflicting direction, I will assure we have immediate meetings with the PM to assure we are following the direction that was established in the beginning. On a project this size I will always request that we have a specific meeting to set out and document expectations for the testing staff. Sometimes this is addressed at the Pre-Construction Conference, but unfortunately RockSol was not included in the Pre-Construction conference for this project. In the future if we do not attend these upfront meetings, I will assure that we have a stand-alone meeting to clarify roles and responsibilities with the Project Engineer.

City PM Comment #2

Overall I have been satisfied with RockSol's performance as well. They really have been quite responsive to materials testing proposals and requests. There have been a handful of items that may have missed the mark, but I feel that they have been generally receptive to criticism and genuinely care about resolving those issues permanently moving forward. Dave Eller's knowledge of asphalt is a great asset as well. The geotechnical report side of things I do feel like could use some improvement. The hours associated with some of the report proposals seem to have some "fluff" in them, and turnaround has not been the quickest. However, again I feel they have been receptive to criticism and have been improving the turnaround time at the very least. Hopefully their hours begin to lessen as they become more familiar with our expectations as well.

Dave Eller Response #2

Test Report Accuracy -I agree that we have made errors on some test reports. A typical example may be when we distributed a test report with the wrong sequential test number, prior to a lab manager review. Currently distribution is via email, which can add to complexity and confusion. I certainly understand why the client may have frustrations when they receive multiple emails trying to clarify mistakes. We have put measures in place to have test reports checked and verified prior to distribution, and we have seen reduced errors. In addition, RockSol is currently working on purchasing a Lab Information System that will hopefully help with this issue in the future. We have improved our processes of test review and distribution and we hope to improve these processes even more for future work.

Conservative Estimates -Certainly, there is no intention to add "fluff" into Geotechnical Report estimates. By nature, Geotechnical investigations have some unknowns, and for this reason the estimates may appear to be on the conservative side. As example sometimes the drilling estimate is anticipated for worst case conditions because the cost of drilling has such high variability depending on the equipment utilized. As stated by the City PM, with each project we get better at understanding the local conditions, and thus can better predict what to expect. I should point out that after one year of projects under this contract, the only projects that I have under-estimated the work has been on Geotechnical projects. In each of those cases RockSol has absorbed the extra cost rather than trying to renegotiate funding. As a result, I may be conservative in my estimates at times, but I will do a better job of being transparent in the scope and estimate to assure there is clear understanding of why the costs may appear to be conservative.

City PM Comment #3

Overall, I've been satisfied with RockSol. My only concern is the timeline it took to get a geotech report from them. It seems like RockSol is slow to get reports out, however, Dave Eller is really responsive when I had a question or needed a proposal for work. The QA testing completed on the sewer projects last year met my expectations and the test reports were emailed to me in a timely manner; as well as, the invoices. I believe all of the geotech reports go through the Thornton, CO RockSol office which probably contributes to the delays in getting reports sent out.

Dave Eller Response #3

Turnaround time for Geotechnical Reports - I concur that we have had multiple Geotechnical projects in which the final report delivery has taken longer than expected. To date I have not been providing a detailed schedule of work when I prepare the scope and estimates for the Geotechnical Reports. As the PM it is critical that I assure we prepare a schedule for this type of work to assure expectations for delivery are well discussed ahead of time. On future Geotechnical projects I will provide a schedule that shows the time for each anticipated task, including final delivery. This will help both RockSol and the Client to recognize the anticipated delivery prior to scheduling the work. Certainly, RockSol understands the most important goal is for the City of Grand Junction to stay on necessary timelines.

RockSol is also looking at adding Geotechnical training and staffing capacity in the Grand Junction office. This contract has demonstrated the need for additional specialty resources, and we are making strides to help assure we can increase our efficiency in timely Geotechnical reports.

City of GJ PM Comment #4

I agree with everyone's statements made below. I noticed some 'pains' during the first few projects working with RockSol, but that was to be expected. Dave has always been responsive, and they are quick to get a tester out to the construction site, even when we give them less than 24 hours notice.

Dave Eller Response #4

I appreciate the comment, and we do recognize that by the nature of on-call contracts work does come up unexpectedly. This is one area that we take pride in trying to be flexible and meet the various needs of the client. For the most part the City has provided us with notice of expected work, and we will continue to maintain flexibility for this type of response.

City of GJ Comment #5

My experience is well summarized by previous responses. I worked most closely with RockSol earlier in the year and found them to be responsive for getting on site when requested. Organization and communication required a learning curve, for both parties. My experience with geotechnical reports rings true with what others have already stated, they were slow to provide the final report.

Dave Eller Response #5

Please see response #3 above. It is obvious that this is not a single issue, but a recurring concern. RockSol will assure we put measures in place to avoid final Geotechnical report delays in the future. These comments and responses have been coordinated and reviewed with the Geotechnical unit in Thornton.

City of GJ Comment #6 – Received verbally from Duane

One challenge is that RockSol has not been able to provide full inspection on vertical construction projects. Often the City PM is required to use RockSol for the Horizontal Construction and Huddleston Berry for the vertical construction. Will RockSol be able to provide vertical support in the future?



Dave Eller Response #6

Vertical Inspection -At this time, RockSol staff in Grand Junction is not properly certified or trained to provide many aspects of Vertical inspection. One example would be certifications for fire proofing inspections. Although RockSol does have staff in the Thornton office that can provide vertical inspection, it is not cost effective for the client to bring these services from Denver. With renewal of this contract RockSol will commit to trying to get staff certified to perform these duties in Grand Junction. However, it will take time to get staff certified, and more importantly properly qualified, to conduct these inspections. In the meantime, I will work with the City Project Managers to recognize that for these types of projects we should look at the back-up contract with Huddleston Berry when appropriate. As I understand HB can provide this service, and again my goal is to assure the City can get the proper consultant support for a successful project. RockSol can bring in subconsultants to perform specialty inspections, and we have done so on specific projects, but it is likely more cost effective for the City to utilize the consultant currently on contract. I will be very transparent with the PM that RockSol is not apposed to use of the secondary contracts for vertical construction as needed

Again, thank you for reaching out to me regarding the renewal of our RockSol Professional Geotechnical Services On-Call contract. We will continue to work on providing timely and thorough work, increased communication and improved documentation and reports. We look forward for the opportunity to continue to provide the City of Grand Junction with Materials Testing and Geotechnical Services.

Sincerely,

A handwritten signature in blue ink that reads "David A. Eller".



LETTER OF INTENT

Date: February 10, 2020

Company: RockSol Consulting Group, Inc.

Project: Contract for Professional Geotechnical Engineering Services RFP-4739-20-DH

Based upon review of the proposal responses received, and interviews held, for Contract for Professional Geotechnical Engineering Services RFP-4739-20-DH, your company has been selected as the preferred proposer as the "Primary" to move forward into the pricing and negotiations phase of this solicitation process.

Upon successful and agreed upon pricing and negotiations, it is the intent of the City of Grand Junction to award the aforementioned contract to your company as the "Primary" firm as is listed in the RFP documents; your proposal response; and successful negotiation of pricing, project scope, etc.

Per our discussion, the evaluation committee would like for your company to confirm the scope of services the City provided in the solicitation documents and add/modify it with the following:

In addition to the existing scope, your firm will provide:

- Void testing on an as-needed basis, and your firm will ensure it obtains the appropriate equipment and personnel to do so;
- 24 hr response time to perform testing;
- Proposals received for project requests within 1 calendar week;
- Geotechnical reports within 4 weeks of project requests, and receipt of testing results within 24 hrs;
- Inform Owner if your firm is too busy or does not have the capacity to perform any request received from the Owner.

Additionally, please further review your fees/rates structure you submitted with your proposal, ensure it is encompassing of the scope of services, revisit your pricing structure, and provide a "best and final offer".

If negotiations are successful, this project must be approved by the City Manager prior to award and a contract being issued.

Upon receipt of a fully signed contract, please provide the Purchasing Division your Insurance Certificate, as per the solicitation documents.

Please feel free to contact me with any questions at 970-244-1545.

Thank you and Best Regards

A handwritten signature in black ink, appearing to read "Duane Hoff Jr.", written over a white background.

Duane Hoff Jr., Senior Buyer



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this 25th day of February, 2020 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 RockSol Consulting Group, Inc. hereinafter in the Contract Documents referred to as the "Firm."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Responses would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as Contract for Professional Geotechnical Engineering Services RFP-4739-20-DH.

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

The Owner reserves the right to make multiple awards to firms that are responsive and responsible to this solicitation process. The Owner shall utilize the Primary (RockSol Consulting Group, Inc.) awarded Firm whenever possible. However, through this method, should the Primary awarded Firm be unable to fulfill their contract at any given time, it shall allow the Owner to utilize the Secondary (Huddleston-Berry Engineering & Testing, LLC) awarded Firm to fulfill the Owner's needs. All Firms understand and agree that they shall hold their pricing for the entire contract period. It is further understood that awarded Firms shall, and are obligated to, inform the Owner if they cannot fulfill any given request received in accordance to the Contract Documents.;

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 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 and documents taken together as a whole constitute

the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

The order of contract document governance shall be as follows:

- a. The body of this contract agreement;
- b. Solicitation Documents for the Project; **Contract for Professional Geotechnical Engineering Services;**
- c. Firms Response to the Solicitation;
- d. Negotiated Terms, Conditions, and Pricing through Best and Final Offer;
- e. Services Change Requests (directing that changed Services be performed);
- f. Amendments.

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 Services described, set forth, shown, and included in the Contract Documents as indicated in the Solicitation Document.

ARTICLE 4

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 rate amounts as stated in the Firm's submitted Best and Final Offer. 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 Amendment or other written directive of the Owner. The Owner shall not issue a Amendment or other written directive which requires additional Services to be performed, which Services 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 Services have been made.

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

ARTICLE 5

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 6

Severability: If any part, portion or provision of the Contract shall be found or declared null, void or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion or provision shall be effected 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

DocuSigned by:
By: Duane Hoff Jr., Senior Buyer - City of Grand Junction 2/27/2020 | 16:08 MST
9F789E7D30F74BC...
Duane Hoff Jr., Senior Buyer Date

RockSol Consulting Group, Inc.

DocuSigned by:
By: Saeid Saeb 2/27/2020 | 15:07 PST
747585C5D2AD483...
saeid Saeb Date
President



**Request for Proposal
RFP-4739-20-DH**

**Contract for Professional Geotechnical
Engineering Services**

RESPONSES DUE:

January 15, 2020 prior to 3:30 PM MST

Accepting Electronic Responses Only

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

<https://www.rockymountainbidsystem.com/default.asp>

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

PURCHASING REPRESENTATIVE:

Duane Hoff Jr., Senior Buyer

duaneh@gjcity.org

(970) 244-1545

This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

REQUEST FOR PROPOSAL

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REQUEST FOR PROPOSAL

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

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

RFP QUESTIONS:

Duane Hoff Jr., Senior Buyer
duaneh@gjcity.org

- 1.2 Purpose:** The purpose of this RFP is to obtain proposals from qualified professional firms to provide geotechnical engineering and materials testing services to the City of Grand Junction on an “as needed” basis.
- 1.3 The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4 Compliance:** All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this RFP.
- 1.5 Procurement Process:** Procurement processes shall be governed by the most current version of the City of Grand Junction [Purchasing Policy and Procedure Manual](#).
- 1.6 Submission:** Please refer to section 5.0 for what is to be included. ***Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>).*** ***This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.)*** Please view our “**Electronic Vendor Registration Guide**” at <http://www.gjcity.org/business-and-economic-development/bids/> for details. For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 “Preparation and Submittal of Proposals.” Submittals received that fail to follow this format may be ruled non-responsive. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**).
- 1.7 Altering Proposals:** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.
- 1.8 Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline

date, and only prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement is not applicable.

- 1.9 Acceptance of Proposal Content:** The contents of the proposal of the successful Offeror shall become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract shall result in cancellation of the award and such vendor shall be removed from future solicitations.
- 1.10 Addenda:** All questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the City Purchasing Division. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at www.rockymountainbidsystem.com. Offerors shall acknowledge receipt of all addenda in their proposal.
- 1.11 Exceptions and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. Offerors taking exception to the specifications shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of Services contained herein.
- 1.12 Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award. **“Proprietary or Confidential Information”** is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words **“Confidential Disclosure”** and uploaded as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Owner. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary.
- 1.13 Response Material Ownership:** All proposals become the property of the Owner upon receipt and shall only be returned to the proposer at the Owner’s option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the entitled “Confidential Material”. Disqualification of a proposal does not eliminate this right.
- 1.14 Minimal Standards for Responsible Prospective Offerors:** A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements.

- Have adequate financial resources, or the ability to obtain such resources as required.
- Be able to comply with the required or proposed completion schedule.
- Have a satisfactory record of performance.
- Have a satisfactory record of integrity and ethics.
- Be otherwise qualified and eligible to receive an award and enter into a contract with the Owner.

1.15 Open Records: Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.

1.16 Sales Tax: The Owner is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.

1.17 Public Opening: Proposals shall be opened in the City Hall Auditorium, 250 North 5th Street, Grand Junction, CO, 81501, immediately following the proposal deadline. Offerors, their representatives and interested persons may be present. Only the names and locations on the proposing firms will be disclosed.

SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

2.1. Acceptance of RFP Terms: A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Letter of Interest or Cover Letter by the autographic signature of the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

2.2. Execution, Correlation, Intent, and Interpretations: The Contract Documents shall be signed by the Owner and Firm. By executing the contract, the Firm represents that they have familiarized themselves with the local conditions under which the Services are to be performed, and correlated their observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, services and other items necessary for the proper execution and completion of the scope of Services 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. They are not to be used on any other project.

2.3. 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 Services. The

Firm shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Services. If the Firm observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Firm performs any Services knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.

- 2.4. Responsibility for those Performing the Services:** The Firm shall be responsible to the Owner for the acts and omissions of all his employees and all other persons performing any of the Services under a contract with the Firm.
- 2.5. Changes in the Services:** The Owner, without invalidating the contract, may order changes in the Services within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the Services shall be authorized by Change Order/Amendment and shall be executed under the applicable conditions of the contract documents. A Change Order/Amendment is a written order to the Firm signed by the Owner issued after the execution of the contract, authorizing a change in the Services or an adjustment in the contract sum or the contract time.
- 2.6. Minor Changes in the Services:** The Owner shall have authority to order minor changes in the Services not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.7. Uncovering & Correction of Services:** The Firm shall promptly correct all Services 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 Services, including the cost of the Owner's additional services thereby made necessary. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming Services under the above paragraphs shall be removed from the site where necessary and the Services shall be corrected to comply with the contract documents without cost to the Owner.
- 2.8. Acceptance Not Waiver:** The Owner's acceptance or approval of any Services furnished hereunder shall not in any way relieve the proposer of their present responsibility to maintain the high quality, integrity and timeliness of his Services. The Owner's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.
- 2.9. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner.
- 2.10. Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 2.11. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements. Firm hereby warrants that it is qualified to assume the

responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

- 2.12. Debarment/Suspension:** The Firm hereby certifies that the Firm is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 2.13. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the Services to be done or information that comes to the attention of the Offeror during the course of performing such Services is to be kept strictly confidential.
- 2.14. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.15. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Amendment.
- 2.16. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) 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.
- 2.17. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.17.1. The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2.17.2. The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.
- 2.17.3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.18. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform

and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et seq.* (House Bill 06-1343).

- 2.19. Ethics:** The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.20. Failure to Deliver:** In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.21. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- 2.22. Force Majeure:** The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.
- 2.23. Indemnification:** Offeror shall defend, indemnify and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, subFirm or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.24. Independent Firm:** The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall 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 Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Servicesers' Compensation, normally provided by the Owner for its employees.
- 2.25. Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.26. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.

- 2.27. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.28. Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- 2.29. Venue:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.30. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and cannot be charged to the Owner.
- 2.31. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.32. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.33. Collusion Clause:** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.
- 2.34. Gratuities:** The Firm certifies and agrees that no gratuities or kickbacks were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the Firm breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.
- 2.35. Performance of the Contract:** The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.
- 2.36. Benefit Claims:** The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.

- 2.37. Default:** The Owner reserves the right to terminate the contract in the event the Firm fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Offeror.
- 2.38. Multiple Offers:** If said proposer chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make award in the best interest of the Owner.
- 2.39. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.
- 2.40. Definitions:**
- 2.40.1. "Offeror" and/or "Proposer" refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a response (fee) proposal in response to the Owner's RFP.
 - 2.40.2. The term "Services" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
 - 2.40.3. "Firm" is the person, organization, firm or consultant identified as such in the Agreement and is referred to throughout the Contract Documents. The term Firm means the Firm or his authorized representative. The Firm shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Services, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he 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 Services without clarifying Drawings, Specifications, or Interpretations.
 - 2.40.4. "Sub-Contractor" is a person or organization who has a direct contract with the Firm to perform any of the Services at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.
- 2.41. Public Disclosure Record:** If the Proposer has knowledge of their employee(s) or sub-proposers having an immediate family relationship with an Owner employee or elected official, the proposer must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.

SECTION 3.0: INSURANCE REQUIREMENTS

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

Firm shall procure and maintain and, if applicable, shall cause any Sub-Contractor of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to The Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

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

(b) **General Liability insurance with minimum combined single limits of:**

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

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

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

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

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

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

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

With respect to each of Consultant's owned, hired, or non-owned vehicles assigned to be used in performance of the Services. The policy shall contain a severability of interests provision.

3.2 Additional Insured Endorsement: The policies required by paragraph (b) above shall be endorsed to include the Owner and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance

carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Firm. The Firm shall be solely responsible for any deductible losses under any policy required above.

SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

4.1. General: The City of Grand Junction desires to enter into an annual contract with a professional geotechnical engineering firm to provide all related services as required, on an “as needed” basis.

4.2. Special Conditions/Provisions:

4.2.1 Price/Fees: Services pricing shall be all inclusive, to include, but not be limited to: labor, materials, equipment, travel, drawings, engineering work, shipping/freight, licenses, permits, fees, etc.

Provide a complete list of all potential costs with associated services, as may be related to geotechnical engineering, and materials testing services. The list should be broken down into both hourly rates, and flat rate fees, as may apply. All fees will be considered by the Owner to be negotiable.

4.3. Specifications/Scope of Services: Firm shall provide all services related to geotechnical engineering, on an “as needed” basis, to include, but not be limited to: initial design, final design, construction documents, phasing of projects-as needed, etc.

Organization, familiarity with individual projects, preparedness, communication, report timeliness, invoicing accuracy (both in description and fee rates) are all critical traits that are desired under this contract.

The City may, at its discretion, make a single ward, or make awards for a primary and secondary service provider.

4.4. RFP Tentative Time Schedule:

- | | |
|--|-----------------------|
| • Request for Proposal available | December 27, 2019 |
| • Inquiry deadline, no questions after this date | January 8, 2020 |
| • Addendum Posted | January 10, 2020 |
| • Submittal deadline for proposals | January 15, 2020 |
| • Owner evaluation of proposals | January 16 - 22, 2020 |
| • Interviews (if required) | January 29, 2019 |
| • Final selection | January 31, 2020 |
| • Contract execution | February 3, 2020 |

4.5. Questions Regarding Scope of Services:

Duane Hoff Jr., Senior Buyer
duaneh@gjcity.org

4.6. Contract: Contract shall commence upon award and will run through December 31, 2020. The awarded Firm and the Owner agree that this Proposal or subsequent contract may, upon mutual agreement of the Firm and the Owner, be extended under the terms and conditions of the contract for three (3) additional one (1) year contract periods, contingent upon the applicable fiscal year funding.

SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

Submission: Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidssystem.com/default.asp>). This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) Please view our “**Electronic Vendor Registration Guide**” at <http://www.gjcity.org/BidOpenings.aspx> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline **800-835-4603**). For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 “Preparation and Submittal of Proposals.” Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the Owner requires that proposals be formatted **A to G**:

- A. Cover Letter:** Cover letter shall be provided which explains the Firm’s interest in the project. The letter shall contain the name/address/phone number/email of the person who will serve as the firm’s principal contact person with Owner’s Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm. By submitting a response to this solicitation the Firm agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Proposers shall provide their qualifications for consideration as a contract provider to the City of Grand Junction/Mesa County and include prior experience in similar projects.
- C. Strategy and Implementation Plan:** Describe your (the firm’s) interpretation of the Owner’s objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. The Firm may utilize a written narrative or any other printed technique to demonstrate their ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished, including typical delivery time for day-to-day testing results.
- D. References:** A minimum of three (3) **references** with name, address, telephone number, and email address that can attest to your experience in projects of similar scope and size.
- E. Fee Proposal:** Provide a complete list of all potential costs with associated services, as may be related to geotechnical engineering, and materials testing services. The list should be broken down into both hourly rates, and flat rate fees, as may apply.
- F. Legal Proceedings/Lawsuits:** State any and all legal proceedings, and or lawsuits you firm has been involved with in the last 3 years, is currently involved with, and/or has pending. Describe the reason for each instance, and the outcome.
- G. Additional Data (optional):** Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

SECTION 6.0: EVALUATION CRITERIA AND FACTORS

- 6.1 Evaluation:** An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.
- 6.2 Intent:** Only respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the firm's ability to provide the services described herein.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The Owner reserves the right to reject any and all portions of proposals and take into consideration past performance. The following parameters will be used to evaluate the submittals (in no particular order of priority):

- **Responsiveness of Submittal to the RFP**
(Firm has submitted a proposal that is fully comprehensive, inclusive, and conforms in all respects to the Request for Proposals (RFP) and all of its requirements, including all forms and substance.)
- **Understanding of the Project and Objectives**
(Firm's ability to demonstrate a thorough understanding of the City's goals pertaining to this specific project.)
- **Experience**
(Firm's proven proficiency in the successful completion of similar projects.)
- **Necessary Resources/Capability**
(Firm has provided sufficient information proving their available means to perform the required scope of work/service; to include appropriate bonding, insurance and all other requirements necessary to complete the project.)
- **Strategy & Implementation Plan**
(Firm has provided a clear interpretation of the City's objectives in regard to the project, and a fully comprehensive plan to achieve successful completion. See Section 5.0 Item C. – Strategy and Implementation Plan for details.)
- **References**
(Proof of performance in projects of similar scope and size from previous clients. See Section 5.0 Item E – References.)
- **Fees**
(All fees associated with the project are provided complete, comprehensive and within industry standards.)

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

The Owner will undertake negotiations with the top rated firm and will not negotiate with lower rated firms unless negotiations with higher rated firms have been unsuccessful and terminated.

- 6.3 Oral Interviews:** The Owner may invite the most qualified rated proposers to participate in oral interviews.
- 6.4 Award:** Firms shall be ranked or disqualified based on the criteria listed in Section 6.2. The Owner reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the project Firm.

SECTION 7.0: SOLICITATION RESPONSE FORM
RFP-4739-20-DH Contract for Professional Geotechnical Engineering Services

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 entire Request for Proposals and therefore 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 _____ percent of the net dollar will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice.

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

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

Company Name – (Typed or Printed)

Authorized Agent – (Typed or Printed)

Authorized Agent Signature

Phone Number

Address of Offeror

E-mail Address of Agent

City, State, and Zip Code

Date



Purchasing Division

ADDENDUM NO. 1

DATE: May 23, 2015
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Contract for Professional Geotechnical Engineering Services RFP-4739-20-DH

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

Please make note of the following clarifications:

- 1. The Responses Due Date and Time have been modified/updated to January 23, 2020 prior to 3:30pm.**
- 2. Non-Mandatory Pre-Proposal Meeting: Prospective offerors are encouraged to attend a non-mandatory pre-proposal meeting on January 9, 2020 at 8:00am. Meeting location shall be in the City Hall Auditorium, located at 250 N. 5th Street, Grand Junction, CO.** The purpose of this visit will be to inspect and to clarify the contents of Request for Proposal (RFP).
3. Section 4.4 RFP Tentative Time Schedule has been updated/modifies as follows:

RFP Tentative Time Schedule:

- | | |
|--|-----------------------|
| • Request for Proposal available | December 27, 2019 |
| • Non-Mandatory Pre-Proposal Meeting | January 9, 2020 |
| • Inquiry deadline, no questions after this date | January 14, 2020 |
| • Addendum Posted | January 16, 2020 |
| • Submittal deadline for proposals | January 23, 2020 |
| • Owner evaluation of proposals | January 24 - 30, 2020 |
| • Interviews (if required) | February 6, 2020 |
| • Final selection | February 11, 2020 |
| • Contract execution | February 19, 2020 |

The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

Respectfully,

A handwritten signature in black ink, appearing to read "Duane Hoff Jr.", is written over a white background.

Duane Hoff Jr.
City of Grand Junction, Colorado



Purchasing Division

ADDENDUM NO. 2

DATE: January 10, 2020
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Contract for Professional Geotechnical Engineering Services RFP-4739-20-DH

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

Please make note of the following clarifications:

1. Q. Do you want us to provide rates for subcontractors?

A. Yes.

2. Q. Are you looking for a Rates/Fees list or specific project estimates?

A. As stated in the solicitation documents, The City is requesting a complete listing of all rates and fees associated with this type of work. The successful firm will then provide specific project estimates for each individual project, as they come up, based on the provided rates/fees established in the contract through this process.

3. Does the City have a standard test result form that they would like use, or can the firm use CDOT or firm supplied forms?

A. The City does not have a specific form to be utilized for test result submittals. The City typically relies on the firm's generated forms provided they comply with applicable AASHTO/ASTM standards.

4. See attached 2020 Capital Presentation.

The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

Respectfully,

A handwritten signature in black ink, appearing to read "Duane Hoff Jr.", written over a horizontal line.

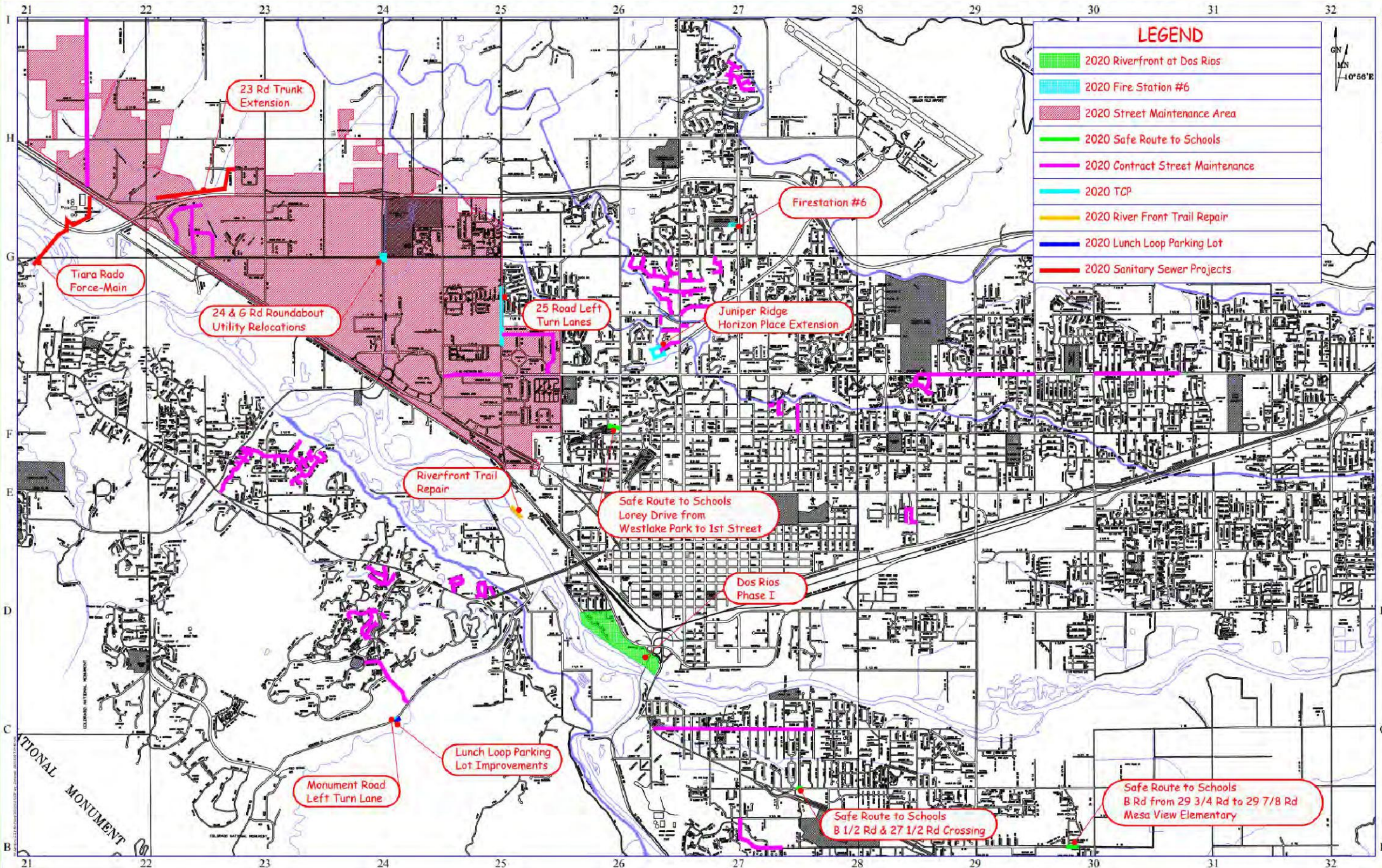
Duane Hoff Jr.
City of Grand Junction, Colorado

City of Grand Junction 2020 Capital Improvement Program

Trent Prall, Public Works Director

January 9, 2020

CITY OF GRAND JUNCTION 2020 WATER & SEWER CIP AND 2020 STREET INFRASTRUCTURE PROGRAM



LEGEND

- 2020 Riverfront at Dos Rios
- 2020 Fire Station #6
- 2020 Street Maintenance Area
- 2020 Safe Route to Schools
- 2020 Contract Street Maintenance
- 2020 TCP
- 2020 River Front Trail Repair
- 2020 Lunch Loop Parking Lot
- 2020 Sanitary Sewer Projects



MONUMENT

Subject: City of Grand Junction 2020 Capital Improvement Program*

*Contingent Council Approval in December 2019

| Line | Funding | Project | Contractor | Contractor Contact | Design Contact | Advertise | Bid Opening | Construction | Cost Estimate |
|------|--------------|---|------------|--------------------|--------------------|-----------|-------------|--------------------------------|---------------|
| 1 | Streets | 2020 Contract Street Maintenance | TBD | TBD | Eric Mocko | February | March | June 2020-August 2020 | \$3,700,000 |
| 2 | Streets | Street Mainenance / Alternative Treaments / HA5 | TBD | TBD | Eric Mocko | April | May | June 2020-August 2020 | \$500,000 |
| 3 | Streets | Pavement Preservation City Staff - Maint Area 10 | In-house | In-house | Darren Starr | March | April | June-July 2020 | \$1,500,000 |
| 4 | Streets | 25 Road Left Turn Lanes - F 1/4 to F 3/4 Rd | TBD | TBD | Eric Mocko | April | May | June 2020-August 2020 | \$696,000 |
| 5 | Streets | 2020 Concrete Replacements | TBD | TBD | Eric Mocko | August | September | October 2020 - November 2020 | \$100,000 |
| 6 | Streets | 2020 Alley Improvement District | TBD | TBD | Eric Mocko | July | August | September 2020 | \$100,000 |
| 7 | Streets | 2019 Safe Routes to School - B 1/2 Rd @ 27 1/2 Rd Crossing | TBD | TBD | John Eklund | May | June | July 2020 | \$40,000 |
| 8 | Streets | 2019 Safe Routes to School - B Road 29 3/4 Rd to 29 78/ Rd Mesa View Elementary | TBD | TBD | John Eklund | May | June | July - August 2020 | \$95,000 |
| 9 | Streets | 2019 Safe Routes to School - Lorey Drive from Westlake Park to Lilac Lane | TBD | TBD | John Eklund | May | June | July - August 2020 | \$75,000 |
| 10 | Streets | 2019 CDBG - ADA Accessibility Improvements | TBD | TBD | Eric Mocko | August | September | October 2020 - November 2020 | \$24,000 |
| 11 | Streets | Culvert Replacement - GRJM-21.5-G.95 | TBD | TBD | Kirsten Armbruster | January | February | March 2020 | \$40,000 |
| 12 | Streets | Traffic Signal Controller Upgrades / Equipment Upgrades | In-house | In-house | Tom Lanum | January | February | March 2020-November 2020 | \$287,000 |
| 13 | Streets | G Rd and 24 Rd Improvements - Utility Relocations | In-house | In-house | Lee Cooper | July | August | October 2020-December 2020 | \$200,000 |
| 14 | Streets | Juniper Ridge - Horizon Place Street Improvements | In-house | In-house | Eric Mocko | March | April | May-July 2020 | \$250,000 |
| 15 | Streets | Riverfront at Dos Rios - Left Turn Lane | In-house | In-house | Brendan Hines | May | June | July-August 2020 | \$250,000 |
| 16 | Trails | Lunch Loop Parking Lot Imp and Monument Rd Left Turn Lane | TBD | TBD | Kirsten Armbruster | February | March | June-July 2020 | \$500,000 |
| 17 | Water | 2020 Flow Line Replacements | TBD | TBD | John Eklund | June | August | September 2020 - December 2020 | \$2,550,000 |
| 18 | Water | 2020 Water Line Replacements | TBD | TBD | John Eklund | March | April | May-August 2020 | \$1,325,000 |
| 19 | Water | Carson Lake Dam Rehabilitation | TBD | TBD | Lee Cooper | February | March | July-October 2020 | \$2,500,000 |
| 20 | Sewer | 2019 Sewer Line Replacements | TBD | TBD | Lee Cooper | March | April | May-September 2020 | \$3,870,000 |
| 21 | Sewer | Lift Station Elimination / Rehabilitation | TBD | TBD | Lee Cooper | May | June | July-September 2020 | \$3,000,000 |
| 22 | Sewer | CNG Gas Storage / Enhanced Fueling Station | TBD | TBD | Kurt Carson | May | June | September 2020-October 2020 | \$1,080,000 |
| 23 | Sewer | Tiara Rado Force Main | TBD | TBD | Lee Cooper | July | August | November 2020-February 2021 | \$2,500,000 |
| 24 | Sewer | 23 Road Sewer Trunk Extension | TBD | TBD | Lee Cooper | November | December | January 2020-April 2020 | \$1,000,000 |
| 25 | Fire | Fire Station #6 | TBD | TBD | Kirsten Armbruster | February | March | March-June 2020 | \$3,500,000 |
| 26 | Economic Dev | Riverfront at Dos Rios - Phase II | TBD | TBD | Brendan Hines | January | February | March-September 2020 | \$10,400,000 |
| 27 | Trails | Riverfront Trail Repair | TBD | TBD | John Eklund | December | January | February -March 2020 | \$250,000 |
| 28 | Parks | City Entry Way Sign Replacement | TBD | TBD | Kirsten Armbruster | April | May | June-July 2020 | \$150,000 |
| 29 | Parks | Stadium Master Plan Improvements - Track Replacement | TBD | TBD | Marc Mancuso | April | May | June 2020-July 2020 | \$350,000 |
| 30 | Parks | Stadium Master Plan Improvements - Outfield / Drainage | TBD | TBD | Marc Mancuso | June | July | October 2020 | \$300,000 |
| 31 | Parks | Suplizio Field Stands Repair | TBD | TBD | Marc Mancuso | June | July | October 2020 | \$100,000 |

Total: \$41,232,000

2020 Street Maintenance Program



365 Miles / 1020 Lane Miles

2020 is year 3 of 5 year

Additional Voter Authorized Funding April 2017

\$33 million investment over 5 years

Increasing Pavement Condition Index (PCI) from 69 to 73

2020 - \$5.8 million

Safe Neighborhood Routes

B 1/2 Rd Crossing at 27 1/2 Road and Hwy 50 overpass

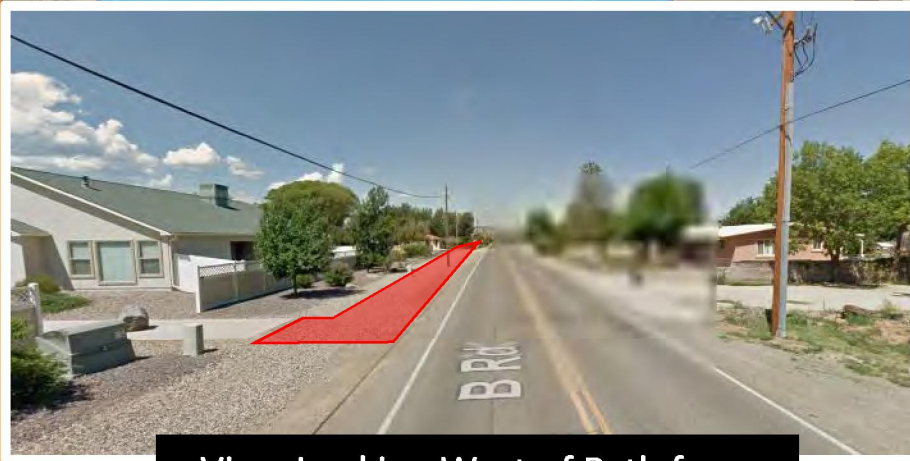
Line 7

- 0 feet of curb, gutter, sidewalk ———
- 1 access ramps ●
- 1 crosswalk ○
- ROW required – None
- Grading Required – minimal
- Irrigation Structures: none
- Utilities – minimal
- Costs - \$40K



Safe Routes to School / Mesa View Elementary / East

Contact: Julie Garcia – 683-9748 9/26/2018



View Looking West of Path from WinterHawk Drive along B Rd

Line 8

Safe Routes to School / Neighborhood Connection

Lorey Drive – 1st Street to Westlake Park

Line 9

450 feet of curb, gutter, sidewalk ———
Additional asphalt width ———
2 access ramp ●
1 crosswalk ○
ROW required – None
Grading Required – ADA
Irrigation Structures: can avoid
Utilities – minimal
Costs - \$75K

Fills in a missing segment of sidewalk between 1st Street and Lilac Lane and connecting to multi-use



ADA Accessibility Upgrades – City Hall / County Bldg



Line 10

Cannot use driveway
Build Ramp – Accessible Isle



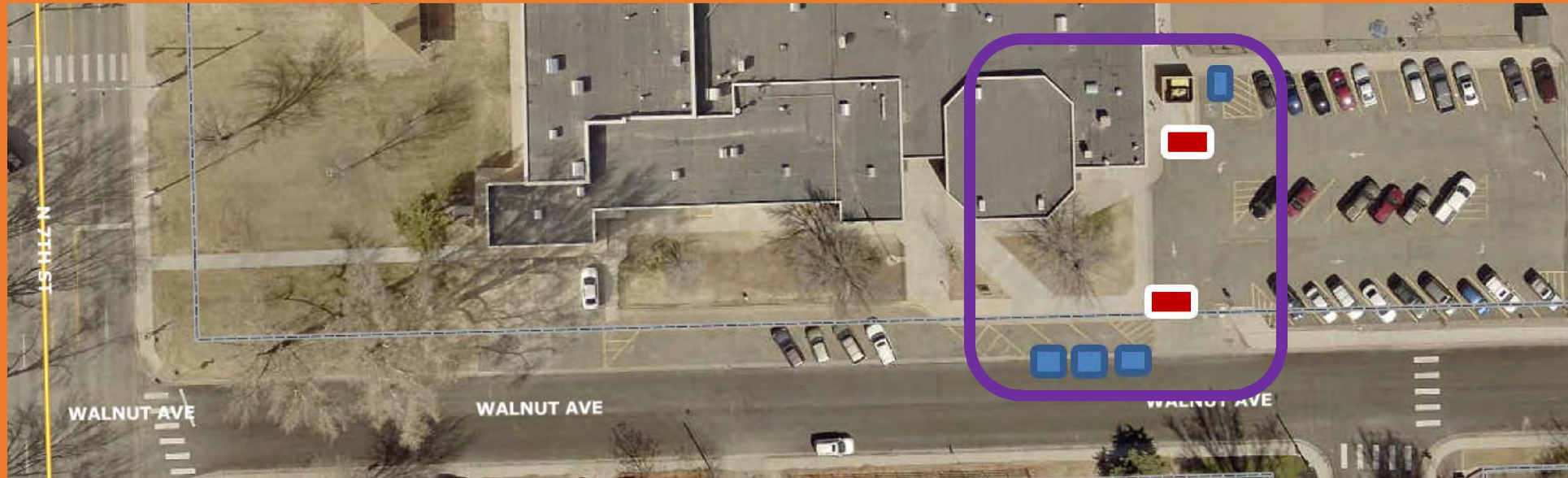
Rood Ave SE of City Hall

Build Ramp / on 6th / Closest
route to accessible door



Rood Ave SE of Old Mesa County Court House

ADA Accessibility Upgrades – Tope Elementary



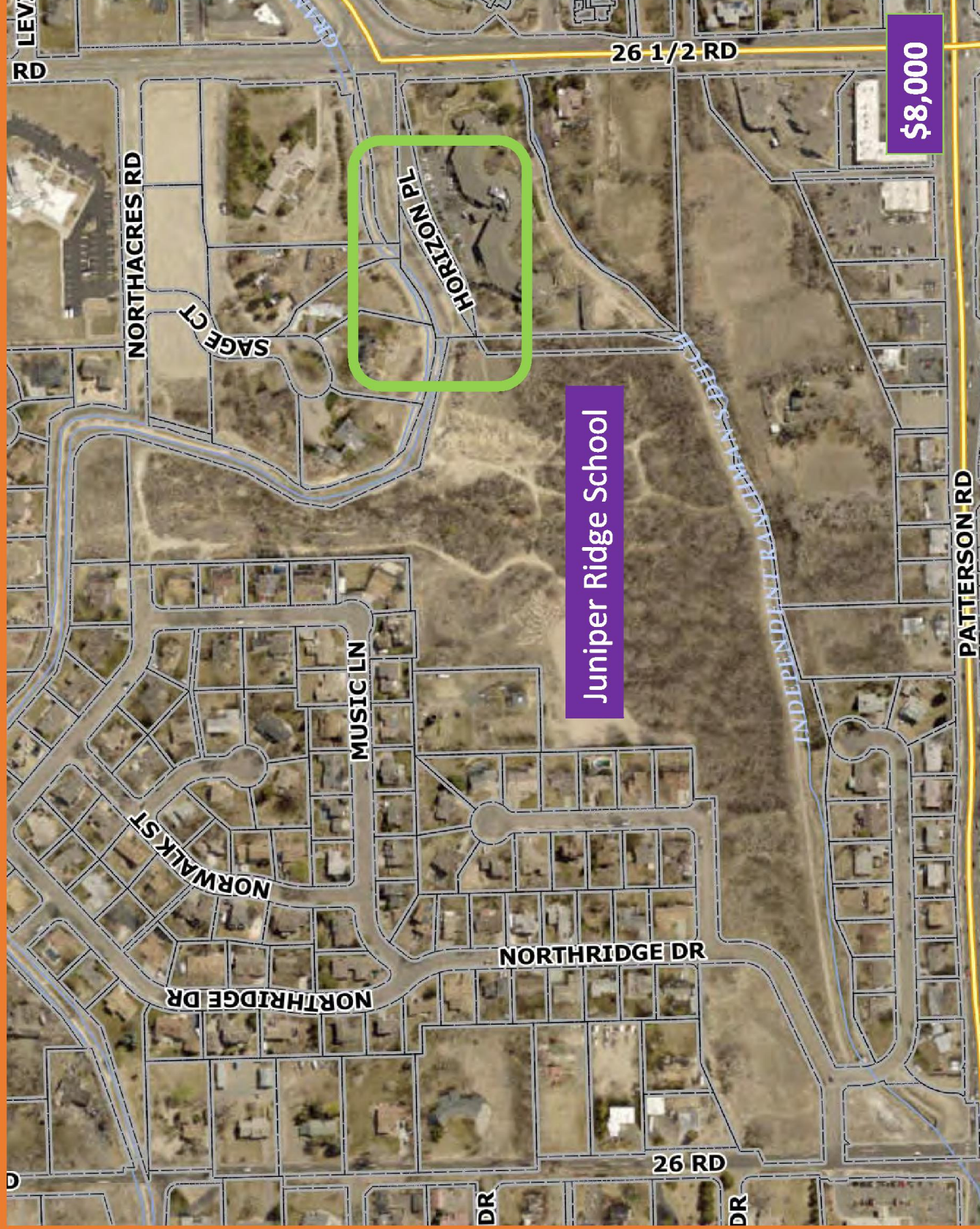
Line 10



Walnut Ave SE of Tope Elementary

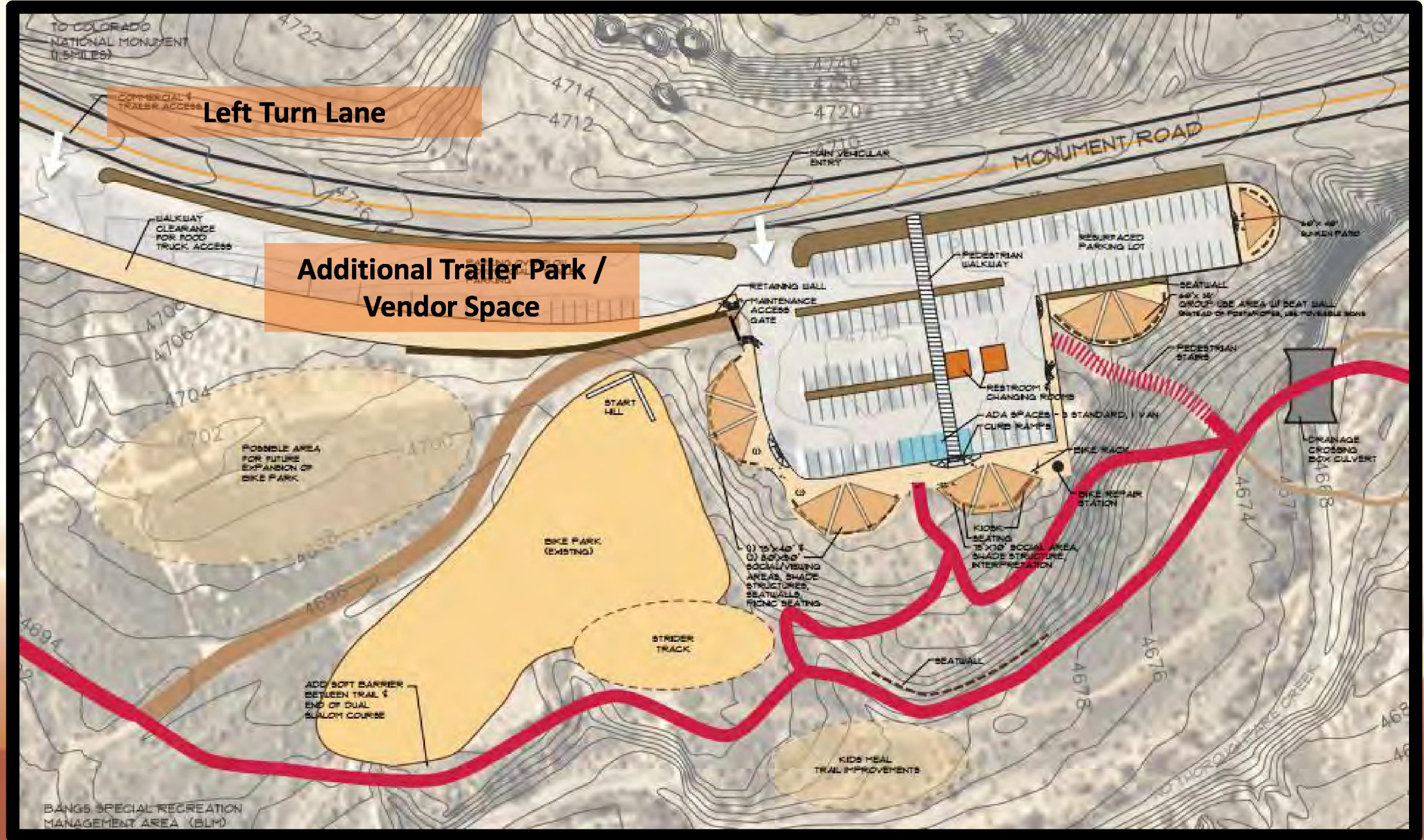
Line 14

Juniper Ridge / Horizon Place Street Improvements



Line 16

\$500,000

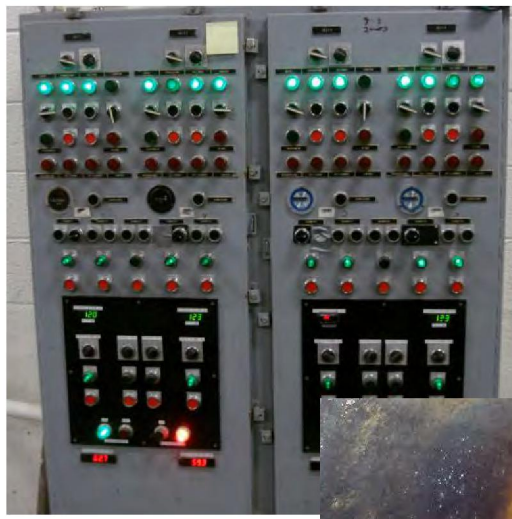


Lunch Loop Trail Head Improvements

Sewer Capital Projects

| Collection System | |
|--|---------------------|
| Sewer Line Rehabilitation/Replacements | \$3,870,000 |
| Parallel Tiara Rado Force Main | \$2,500,000 |
| Lift Station Elimination/Rehabilitation | \$3,000,000 |
| Collection System Equipment | \$160,000 |
| Alley Improvement Districts | \$60,000 |
| Collection System Equipment | \$160,000 |
| Sewer Improvement Districts | \$60,000 |
| Treatment Plant | |
| Wastewater Treatment Plant Rehabilitation/Replacements | \$577,000 |
| Odor Control Improvements | \$500,000 |
| Plant Studies (Arc Flash and Electrical Safety) | \$50,000 |
| CNG Storage and Fueling Station Automation | \$1,080,000 |
| Total Capital | \$11,797,000 |

Lines 20, 21, 22, 24





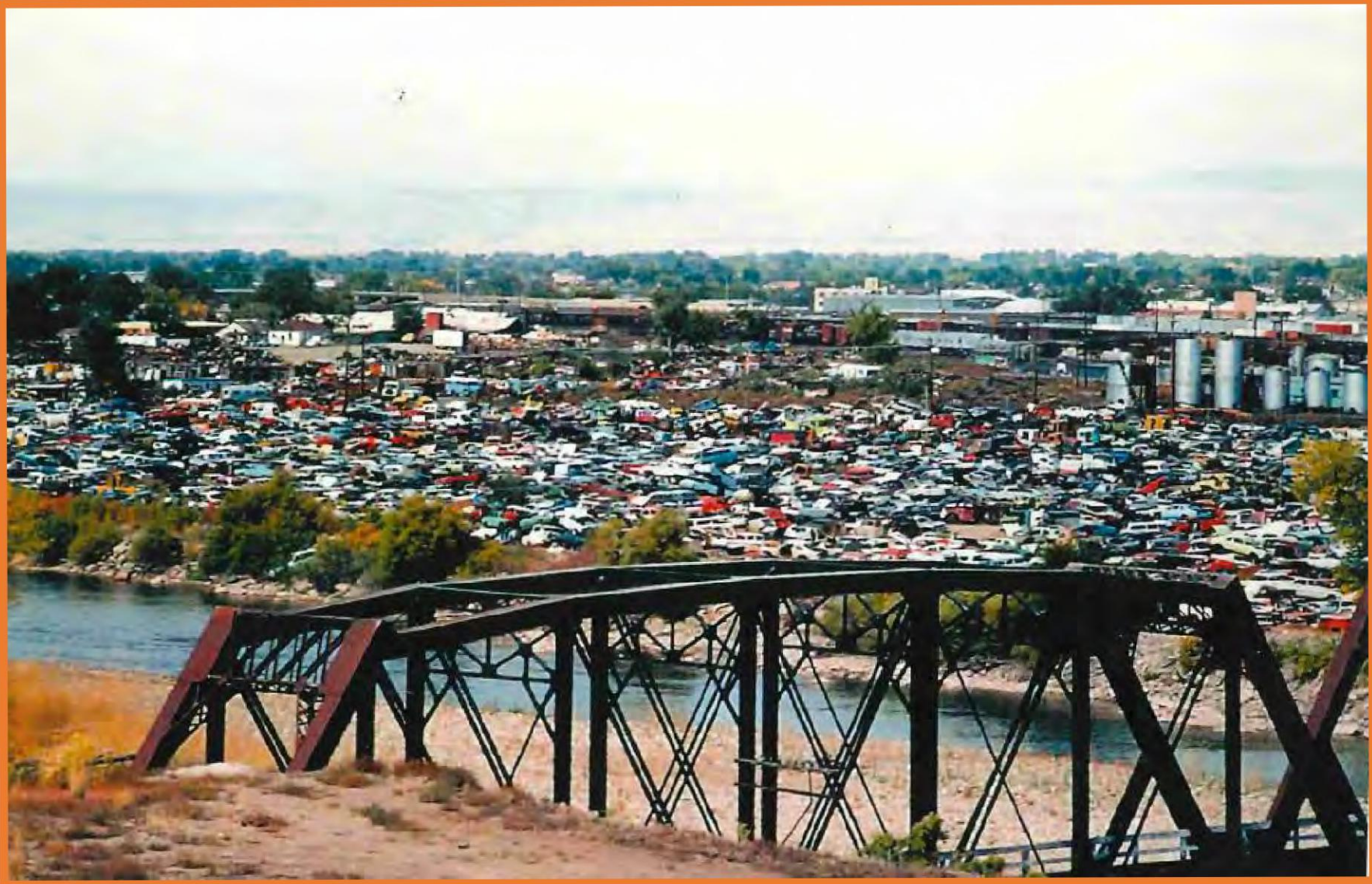
\$3,200,000

Line 26

Fire Station #6

RIVERFRONT at Dos Rios

Line 26



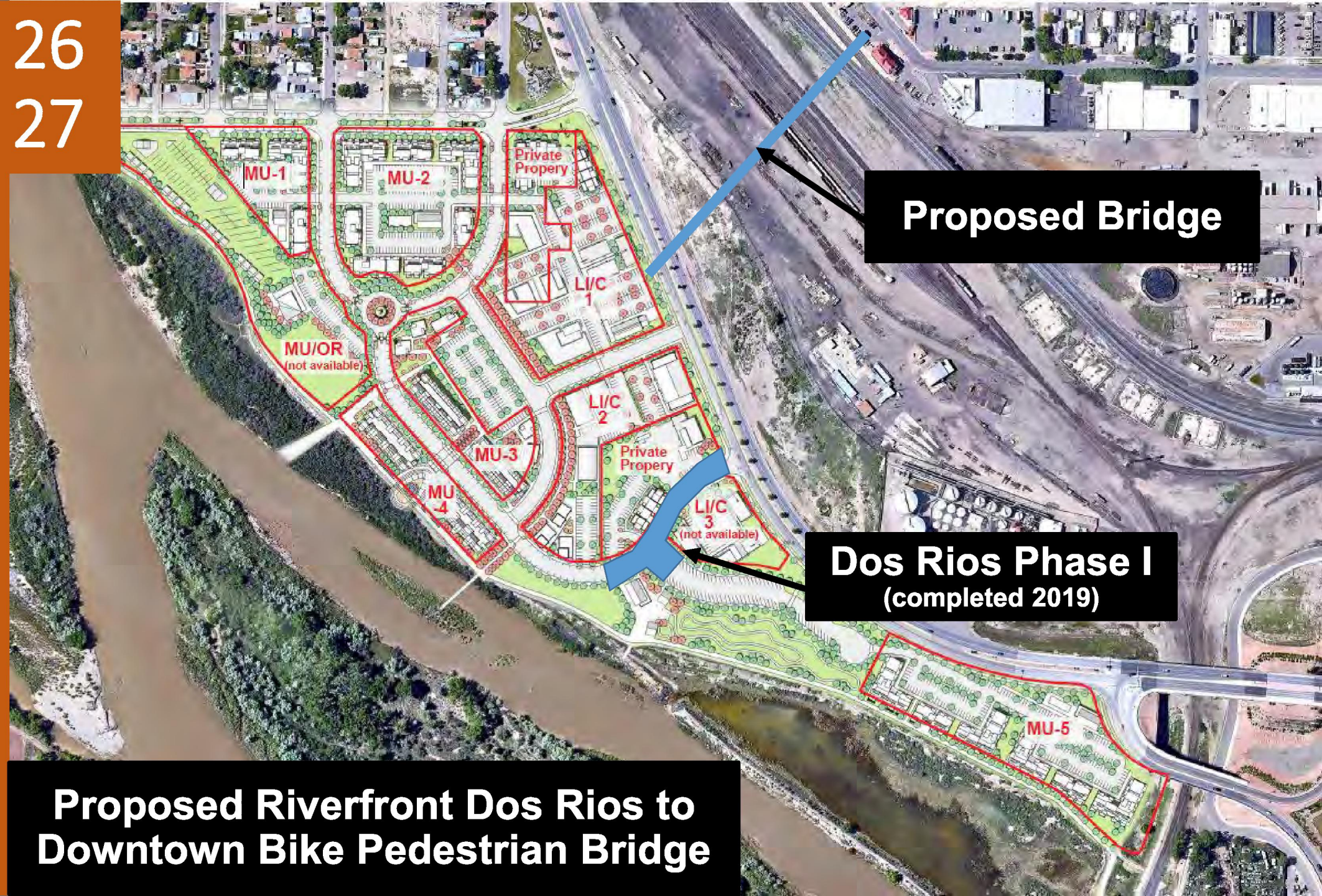
Line 26

RIVERFRONT at Dos Rios



\$10.4 million

Line 26
Line 27



Proposed Bridge

**Dos Rios Phase I
(completed 2019)**

**Proposed Riverfront Dos Rios to
Downtown Bike Pedestrian Bridge**

Transportation Capacity

2019 Ballot Initiative 2A

Geotechnical Services Proposal

January 9, 2020

2019 Ballot Initiative - Transportation

- **No New Taxes**
- Series of projects to improve network capacity
- \$70 million debt authorization
- Utilize TABOR excess and funds currently allocated to service the Riverside Parkway to service the debt
- Ballot question was approved by voters November 2019
- Construction could start late 2020

2019 Ballot Initiative - Transportation

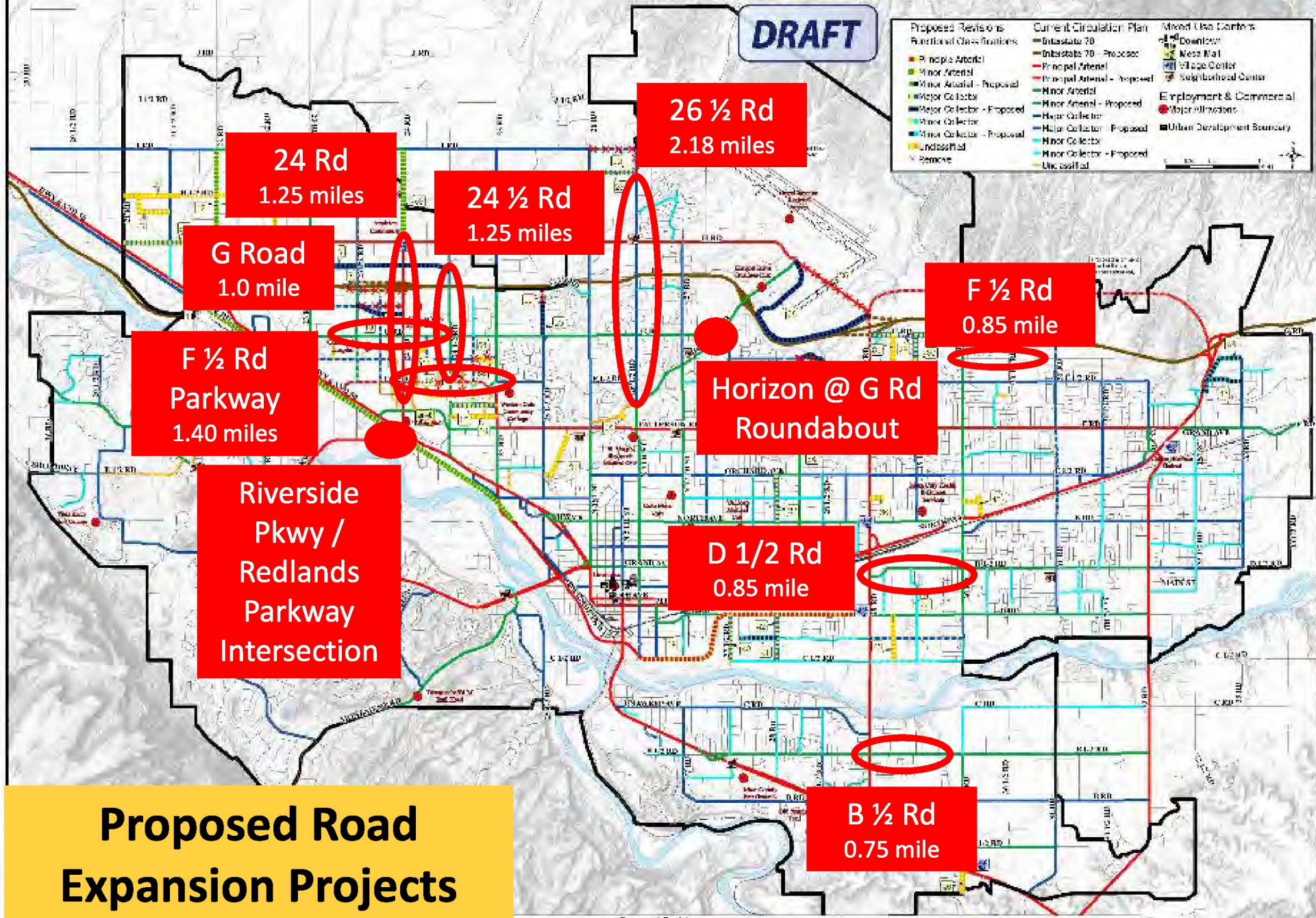
| Road | Limits | Amount |
|---|---|---------------------|
| 24 Road | Patterson to I-70 | \$8,000,000 |
| F 1/2 Road Parkway | Market to Patterson | \$17,000,000 |
| Riverside Pkwy / Redlands Pkwy Ramps Interchange Improvements and 24 Road Trail | Intersection + Riverfront to Canyon View Park Trail | \$6,500,000 |
| Horizon Drive at G Road-27 1/2 Rd | Intersection | \$4,000,000 |
| Patterson Capacity Improvements | 5 intersections | \$1,000,000 |
| 24 1/2 Rd* | Patterson to G 1/4 Rd | \$6,000,000 |
| G Road | 23 1/2 to 24 1/2 Rd | \$4,200,000 |
| 26 1/2 Road* + I-70 Ped Bridge | Horizon Dr to Summerhill Way | \$13,100,000 |
| F 1/2 Road* | 30 Rd to 30 3/4 Rd | \$3,500,000 |
| D 1/2 Road* | 29 Rd to 30 Rd | \$3,500,000 |
| B 1/2 Road* | 29 Rd to 29 3/4 Rd | \$3,200,000 |
| *Safe Routes to School benefits | Total | \$70,000,000 |

Street Plan - Functional Classification Proposed Revisions



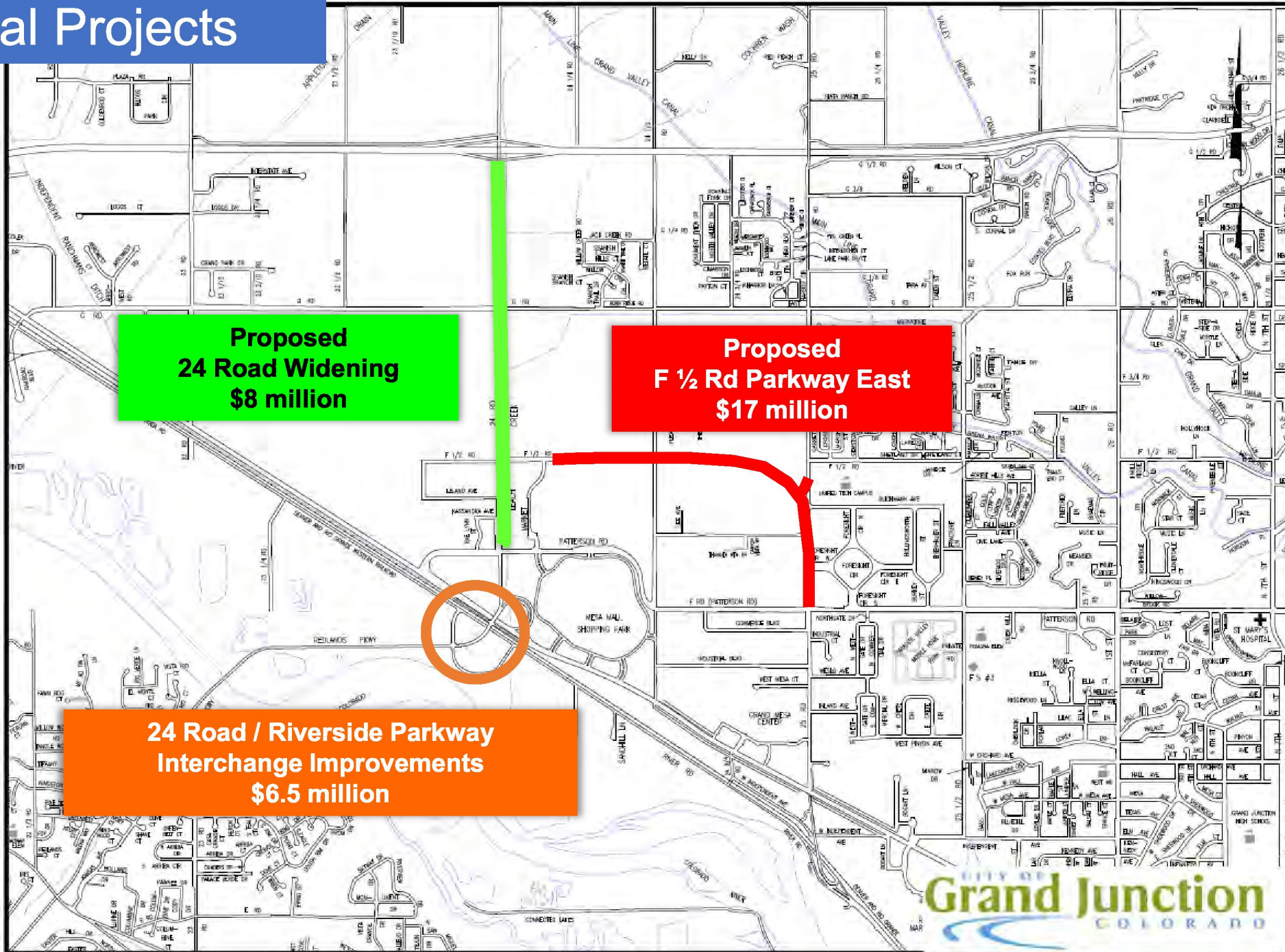
DRAFT

| Proposed Revisions Functional Classifications | Current Circulation Plan | Mixed Use Centers |
|---|-------------------------------|----------------------------|
| Principal Arterial | Interstate 70 | Downtown |
| Minor Arterial | Interstate 70 - Proposed | Mesa Mall |
| Major Collector | Principal Arterial - Proposed | Village Center |
| Minor Collector - Proposed | Minor Arterial | Neighborhood Center |
| Minor Collector | Minor Arterial - Proposed | Employment & Commercial |
| Undersized | Major Collector | Major Villages |
| Remove | Major Collector - Proposed | Urban Development Boundary |
| | Minor Collector | |
| | Minor Collector - Proposed | |
| | Unclassified | |



Proposed Road Expansion Projects

Regional Projects



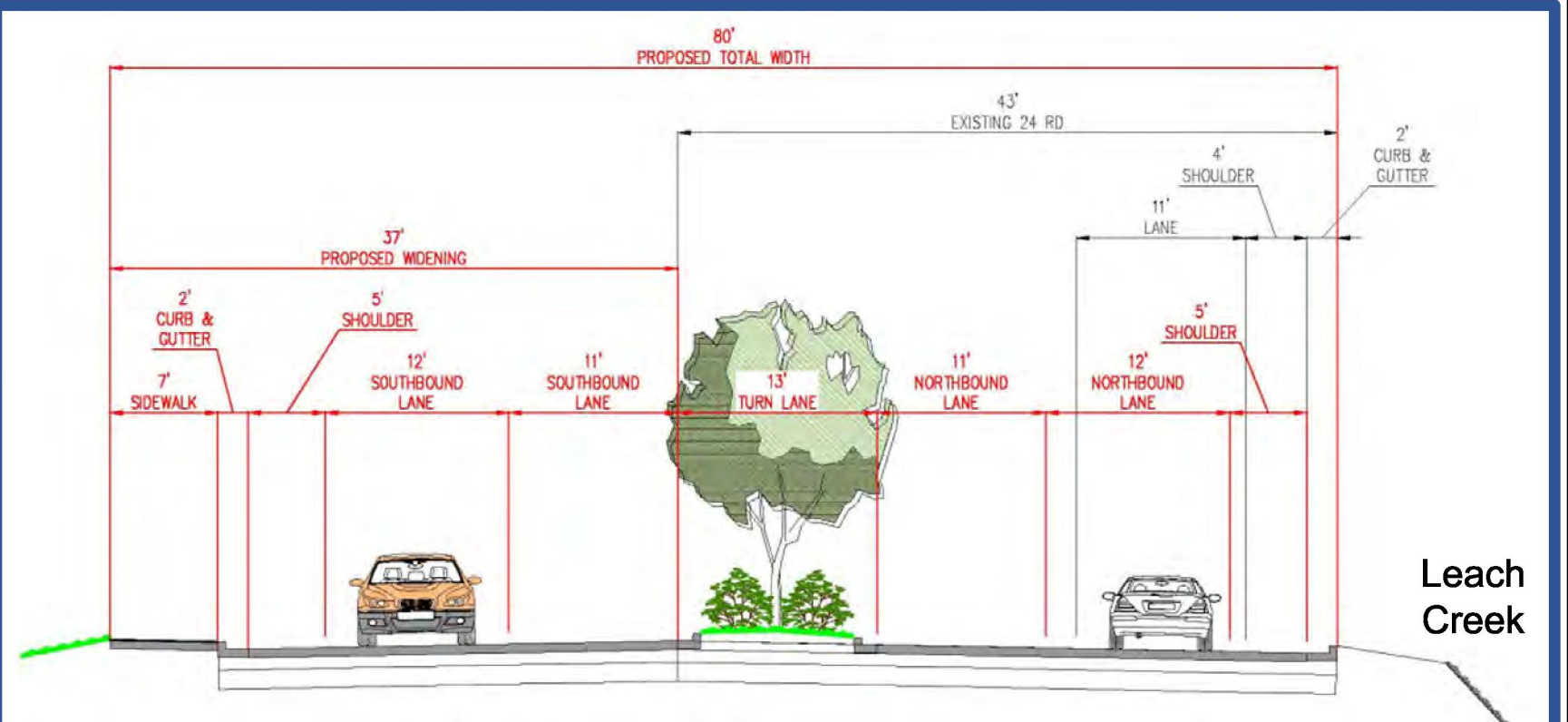


24 Road Widening

\$8 million

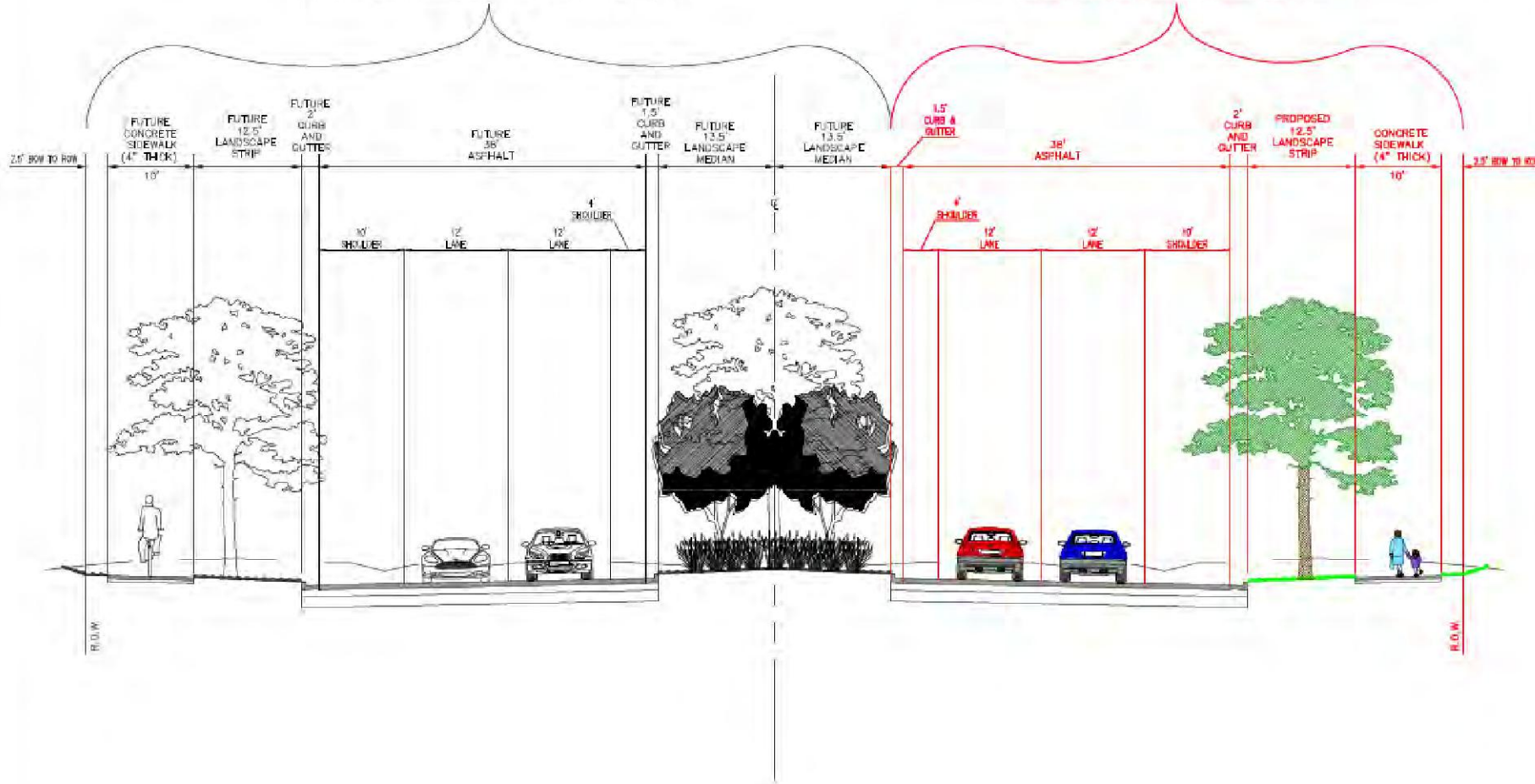


24 Rd Looking North at F 1/2 Road



PROPOSED PHASE II (FUTURE) SECTION OF F ½ ROAD PARKWAY (NORTHSIDE) 24 ROAD THROUGH 25 ROAD

PROPOSED PHASE I SECTION OF F ½ ROAD PARKWAY (SOUTHSIDE) 24 ROAD THROUGH 25 ROAD



F ½ Road Parkway Cross Section



24 Road Path
Connects Riverfront Trail
to Mall and Canyon View Park

**Riverside Pkwy at
Redlands Pkwy
Interchange**

24 Road Bike Path
Connects Riverfront to Mall
and Canyon View Park

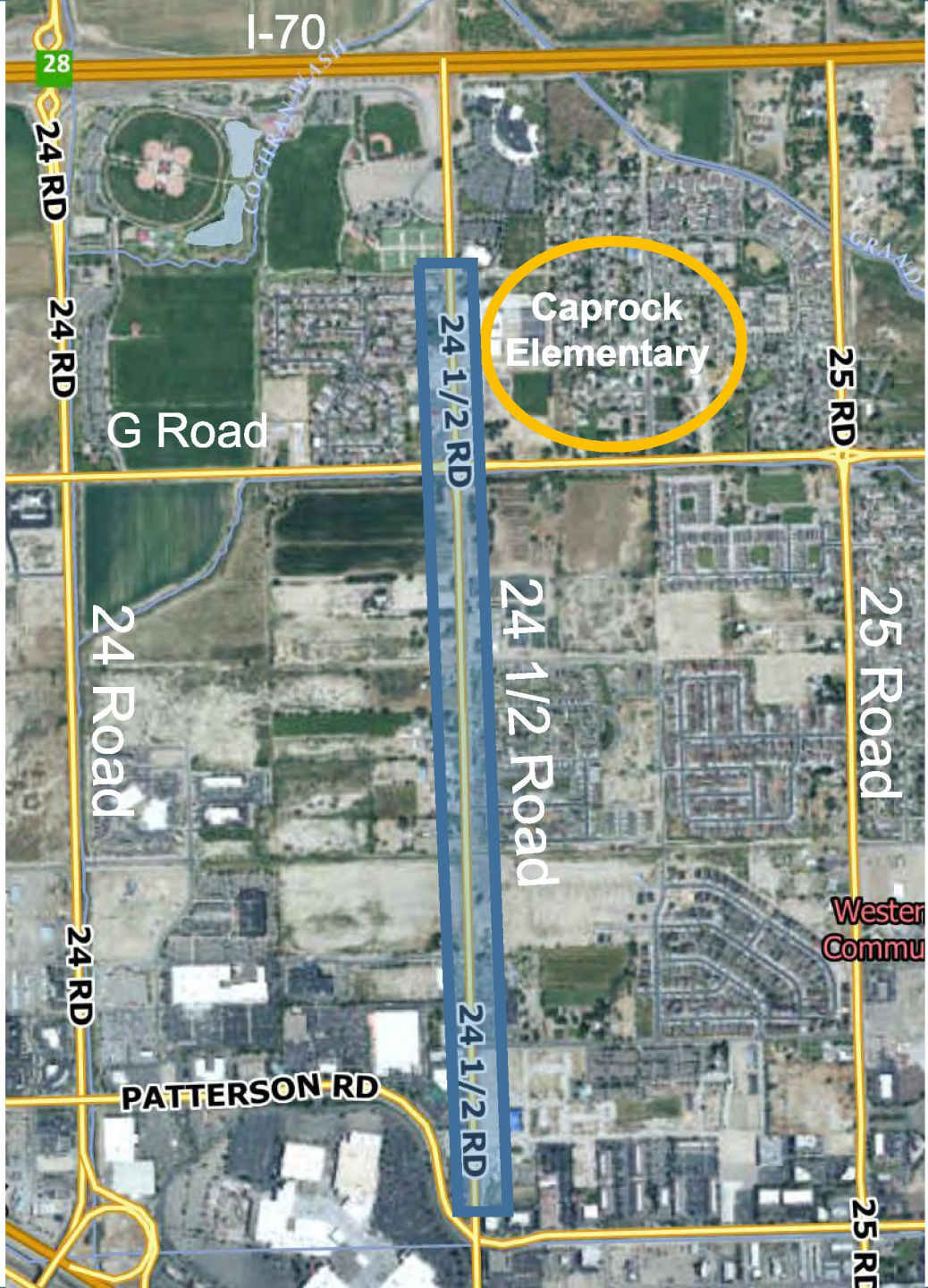
\$6.5 million

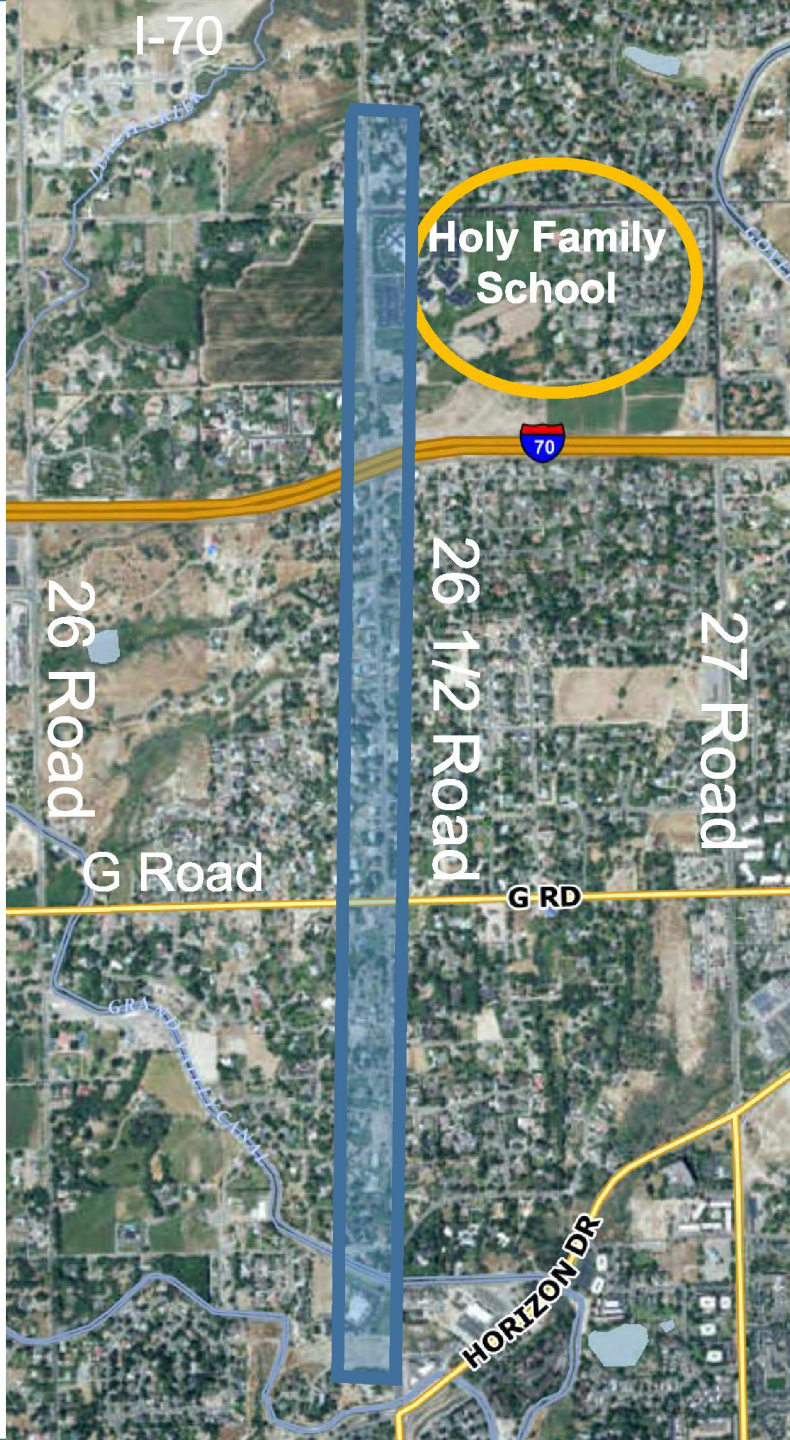
**Intersection
Improvements
to improve
circulation**

24 1/2 Rd
Patterson to G 1/4 Rd

\$6.0 million

Safe Routes to School





26 1/2 Rd
Horizon Dr to
Summerhill Way

\$13.1 million

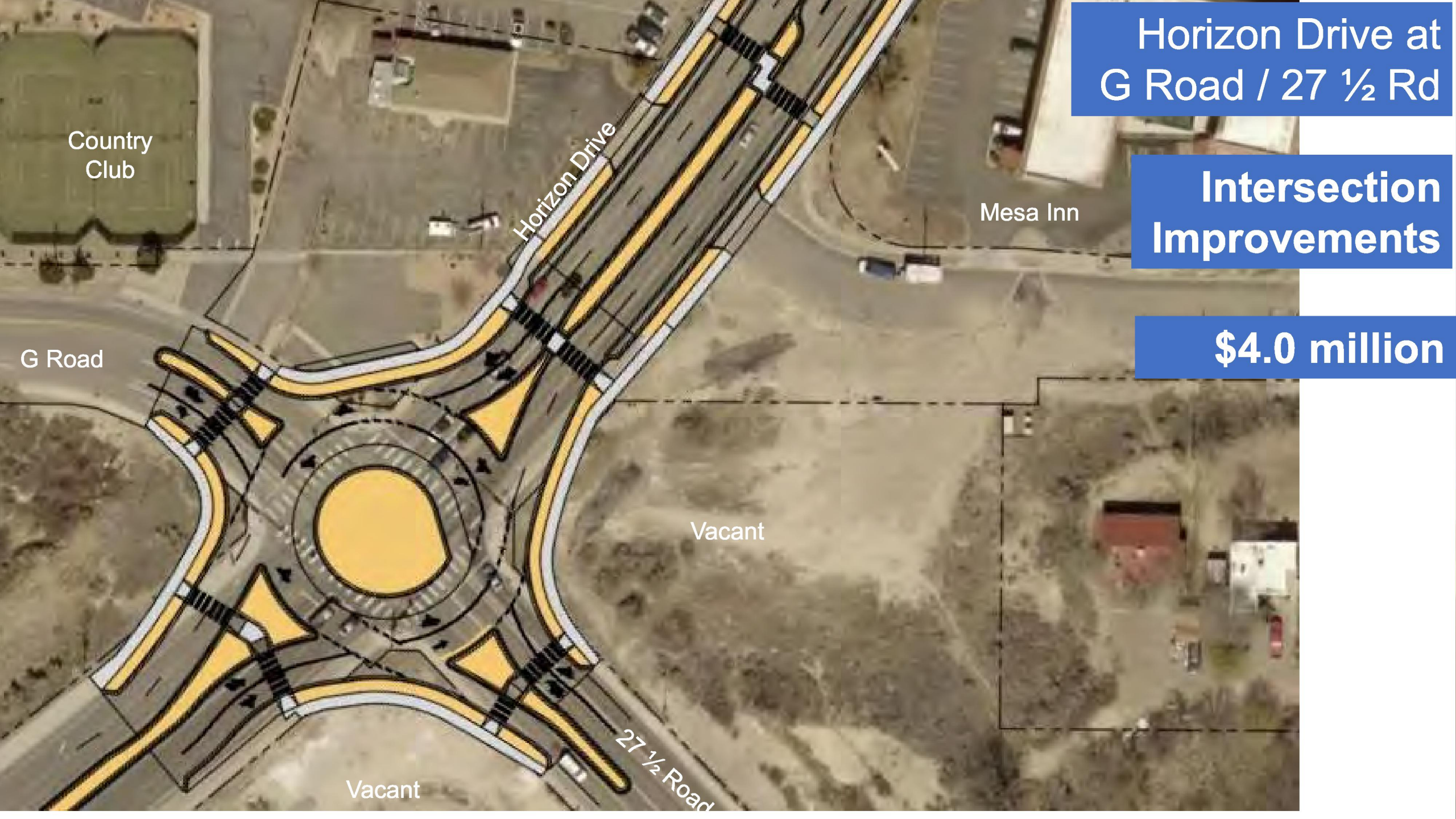
Safe Routes to School



Horizon Drive Business Improvement District Corridor Plan G Road to I-70



Horizon Drive at
G Road / 27 1/2 Rd



Horizon Drive at
G Road / 27 1/2 Rd

**Intersection
Improvements**

\$4.0 million



Patterson Rd Intersection Improvements

\$1.0 million





F 1/2 Road
30 Rd to 30 3/4 Rd

\$3.5 million

Safe Routes to School

F 1/2 Road

Thunder Mountain Elementary

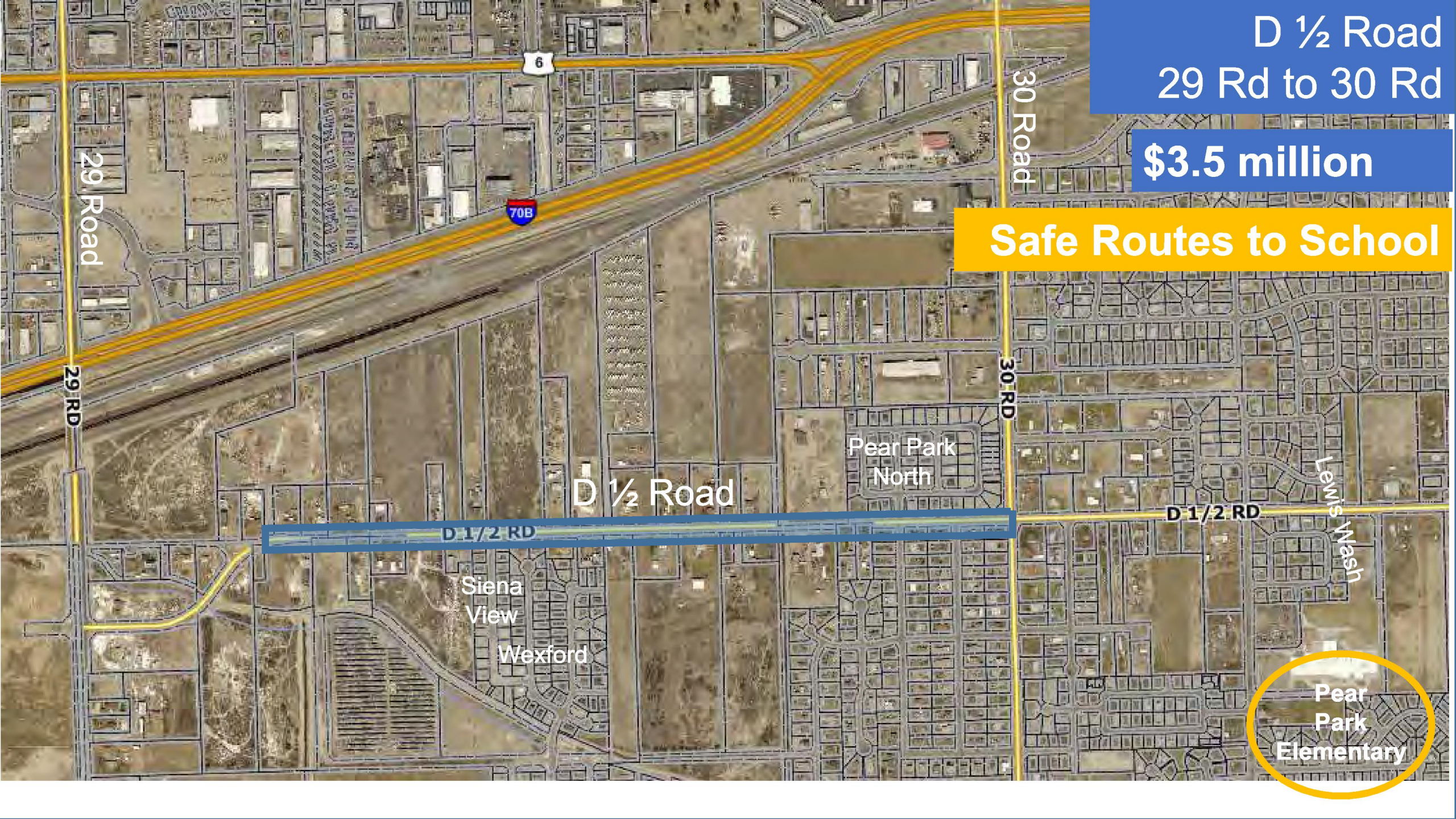
Thunder Valley Subdivision



D 1/2 Road
29 Rd to 30 Rd

\$3.5 million

Safe Routes to School



Pear
Park
Elementary



Lincoln
Orchard
Mesa
Elementary

B 1/2 Road
29 Rd to 29 3/4 Rd

\$3.2 million

Safe Routes to School

UNAWEEP AVE

29 Road

Mountain View
Estates
Subdivision
Chipeta
Estates

B 1/2 Road

B 1/2 RD

Mason
Ridge

Crista
Lee
Subdivision

Chipeta
West

29 RD

Chipeta Pines
Golf Course

Chipeta
Glen

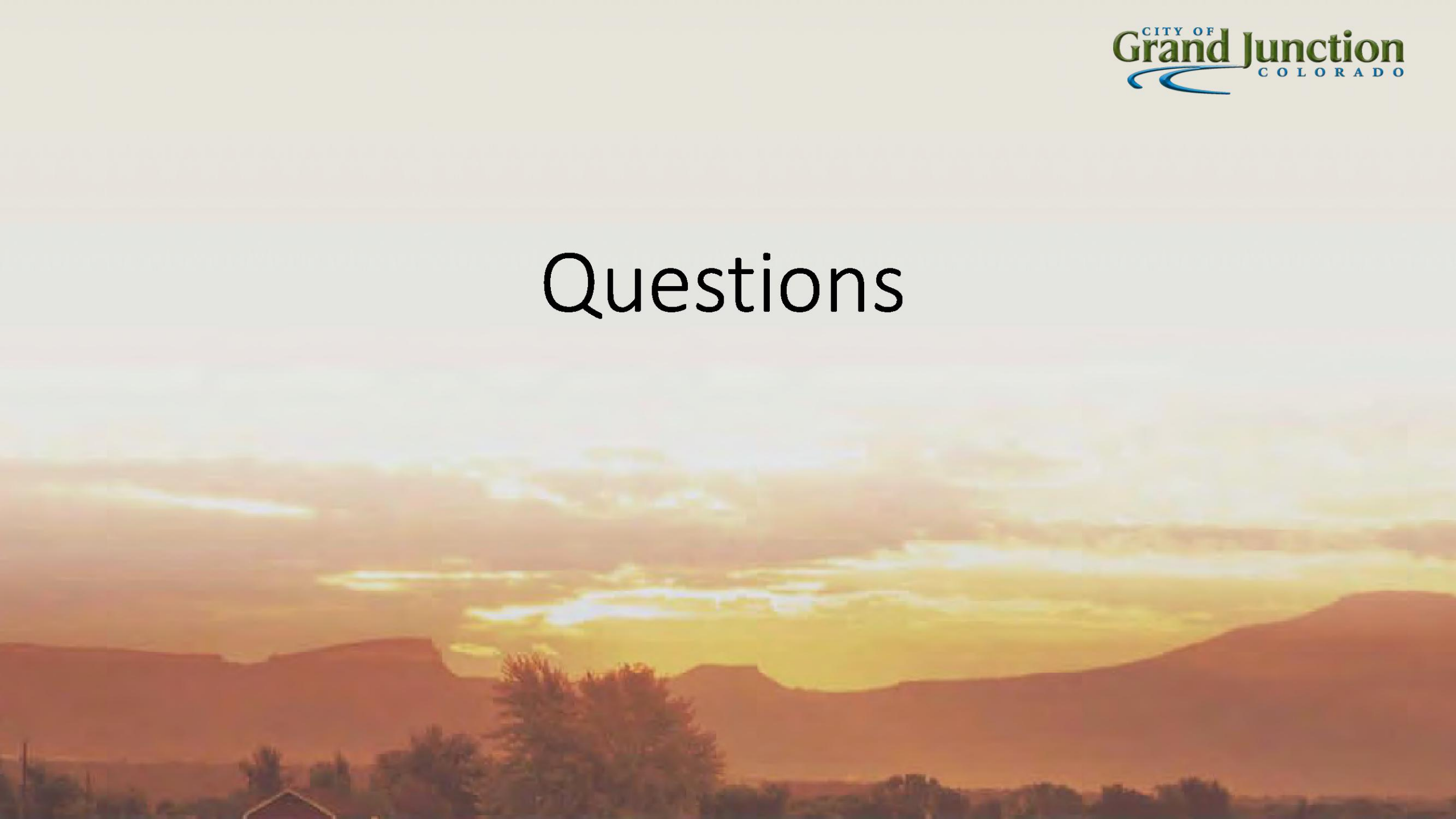


B ½ Road from 29 Rd to 29 ¾ Rd

2019 Ballot Initiative + G Road Impact Fee Investment Tentative Schedule

| Project | Total Project Cost | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 |
|---|----------------------|---------------------|----------------------|----------------------|----------------------|---------------------|---------------------|
| 24 Road - Patterson to I-70 | \$ 8,000,000 | \$ 500,000 | \$ 7,500,000 | \$ - | \$ - | \$ - | \$ - |
| 24 and G Road Intersection | \$ 2,950,000 | \$ 200,000 | \$ 2,650,000 | \$ - | \$ - | \$ - | \$ - |
| G Road - 23 1/2 Rd to 24 1/2 Rd | \$ 4,200,000 | \$ 250,000 | \$ 3,950,000 | \$ - | \$ - | \$ - | \$ - |
| Riverside Pkwy / Redlands Pkwy Ramps Interchange Improvements and 24 Road Trail to Canyon View Park | \$ 6,500,000 | \$ 200,000 | \$ 2,800,000 | \$ 3,500,000 | \$ - | \$ - | \$ - |
| F 1/2 Road Parkway - 24 Road to Patterson | \$ 17,000,000 | \$ 250,000 | \$ 2,000,000 | \$ 14,750,000 | \$ - | \$ - | \$ - |
| Horizon Drive at G Road-27 1/2 Rd Intersection | \$ 4,000,000 | \$ - | \$ 250,000 | \$ 3,750,000 | \$ - | \$ - | \$ - |
| Patterson Capacity Improvements | \$ 1,000,000 | \$ 100,000 | \$ 200,000 | \$ 200,000 | \$ 200,000 | \$ 300,000 | \$ - |
| 24 1/2 Rd - Patterson to G 1/4 Road | \$ 6,000,000 | \$ - | \$ 250,000 | \$ 500,000 | \$ 5,250,000 | \$ - | \$ - |
| 26 1/2 Road + I-70 Ped Bridge - Horizon Dr to Summerhill Way | \$ 13,100,000 | \$ - | \$ 100,000 | \$ 1,000,000 | \$ 2,000,000 | \$ 5,000,000 | \$ 5,000,000 |
| G Road @ 26 1/2 Rd Intersection | \$ 1,500,000 | \$ - | \$ 100,000 | \$ 1,400,000 | \$ - | \$ - | \$ - |
| G Road @ 26 Rd Intersection | \$ 2,013,000 | \$ - | \$ - | \$ 70,000 | \$ 320,000 | \$ 1,623,000 | \$ - |
| F 1/2 Road - 30 Rd to 30 3/4 Rd | \$ 3,500,000 | \$ 100,000 | \$ 500,000 | \$ 2,900,000 | \$ - | \$ - | \$ - |
| D 1/2 Road - 29 Rd to 30 Rd | \$ 3,500,000 | \$ - | \$ 100,000 | \$ 500,000 | \$ 2,900,000 | \$ - | \$ - |
| B 1/2 Road - 29 Rd to 29 3/4 Rd | \$ 3,200,000 | \$ - | \$ - | \$ 100,000 | \$ 300,000 | \$ 2,900,000 | \$ - |
| Total | \$ 76,463,000 | \$ 1,600,000 | \$ 20,400,000 | \$ 28,670,000 | \$ 10,970,000 | \$ 9,823,000 | \$ 5,000,000 |

Questions

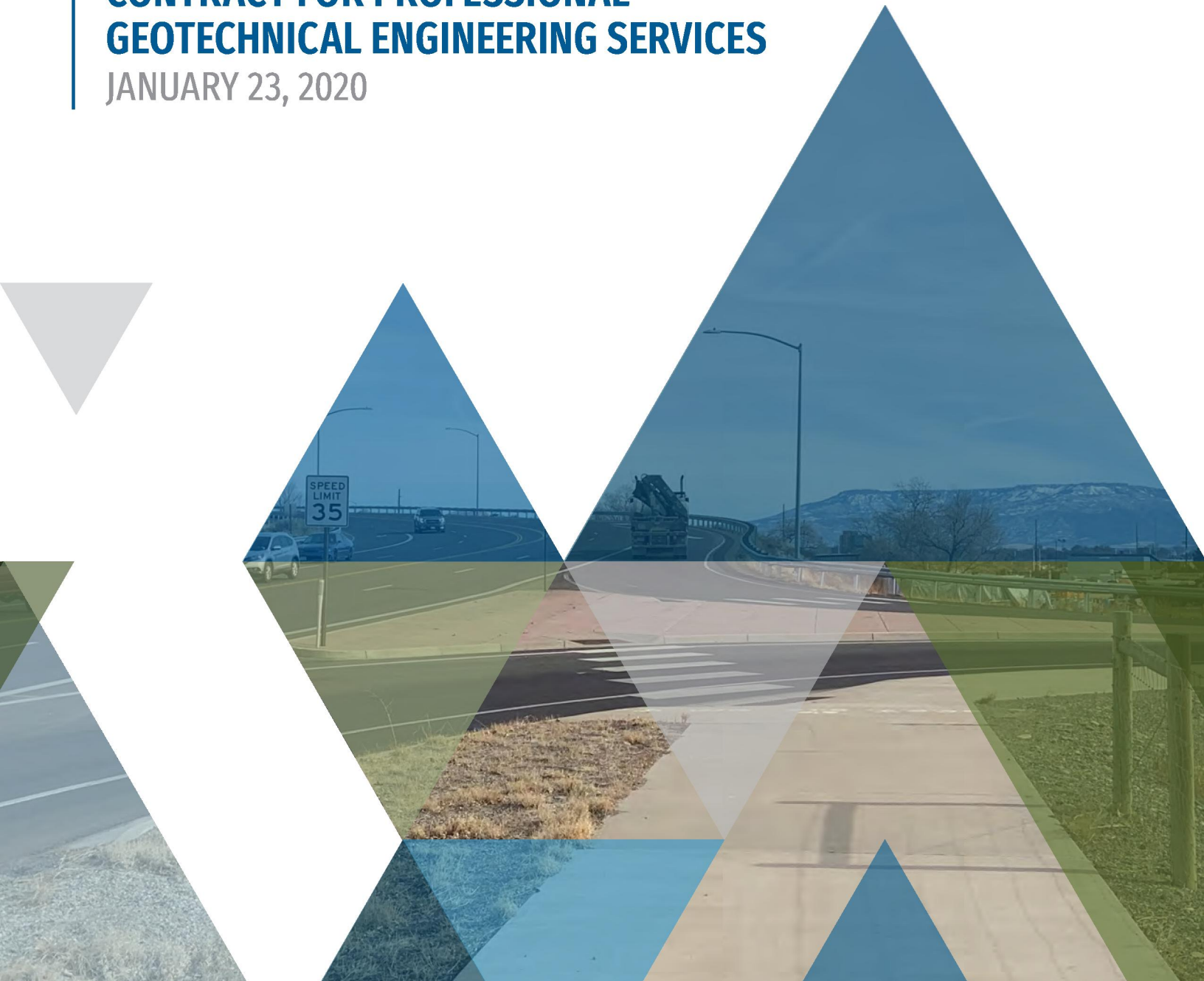


CITY OF GRAND JUNCTION

REQUEST FOR PROPOSAL: RFP-4739-20-DH

CONTRACT FOR PROFESSIONAL GEOTECHNICAL ENGINEERING SERVICES

JANUARY 23, 2020



January 23, 2020

Mr. Duane Hoff, Jr.
Senior Buyer
City of Grand Junction
250 North Fifth Street
Grand Junction, Colorado 81501

Subject: Professional Geotechnical Engineering Services
City of Grand Junction RFP-4739-20-DH

Dear Mr. Hoff and Selection Committee:

RockSol has assembled a full-service transportation engineering team to act as an extension of the City of Grand Junction staff for on-call materials testing services under the subject contract. RockSol has performed work on many projects in Western Colorado and understands Grand Junction's expectations for a consultant team. We are able to work efficiently as an integrated team as soon as a project is identified and work begins. We offer the City:

- ◆ **Highly qualified materials testing and inspection staff**
Our Consultant Project Manager, Dave Eller, is a former CDOT manager with decades of experience in all forms of materials testing, construction management, as well as contract administration. Our materials testers are all certified in field and lab testing procedures for concrete, asphalt, and soils, maintaining certifications to stay up to date with current industry standards.
- ◆ **Conveniently located laboratory**
RockSol offers a new and modern materials testing laboratory—located in Grand Junction—that will be certified in soil, aggregate, concrete, asphalt, and masonry testing. RockSol also offers full-service labs in Thornton, Loveland, and Monument that are certified by the ARML, CCRL, and US Army Corps of Engineers. RockSol is a leader in providing specialized materials testing for government agencies, including mix design verification and voids testing. Our location in Thornton allows for back up and additional testing as required.
- ◆ **Commitment to client satisfaction**
We are committed to providing superior performance and high-quality materials testing and inspection services to Mesa County. We understand the significance of quality materials in transportation projects. Each project receives focused attention and dedication, no matter how big or how small the scope of the work is. Each of our team members will ensure that all projects are delivered with complete client satisfaction. Additionally, our RockSol Quality Management System is focused on ensuring the very best deliverables at every stage of the project.

We appreciate the opportunity to provide this proposal. **The information contained in this proposal, including all attachments, is true and complete to the best of our knowledge. Please contact Dave Eller at 970.210.8098, by e-mail at eller@rocksol.com, or by fax at 303.962.9350, if we can be of any assistance.** We look forward to building our relationship with City of Grand Junction staff.

Sincerely,



Dave Eller, PE
Project Manager

SECTION 7.0: SOLICITATION RESPONSE FORM
RFP-4739-20-DH Contract for Professional Geotechnical Engineering Services

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 entire Request for Proposals and therefore 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 _____ days after the receipt of the invoice.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents. State number of Addenda received: 2

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

RockSol Consulting Group, Inc.
Company Name – (Typed or Printed)


Authorized Agent Signature

560 W. Crete Circle, Unit 2
Address of Offeror

Grand Junction, CO 80132
City, State, and Zip Code

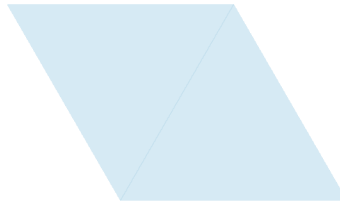
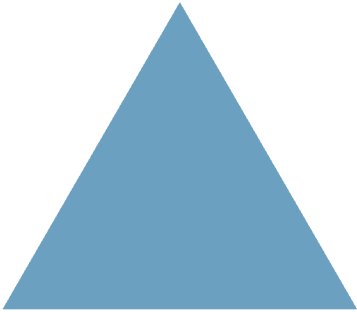
Dave Eller, PE
Authorized Agent – (Typed or Printed)

970.210.8098
Phone Number

eller@rocksol.com
E-mail Address of Agent

January 23, 2020
Date

QUALIFICATIONS, EXPERIENCE, AND CREDENTIALS



FIRM BACKGROUND

With a full service lab and office in Grand Junction, Colorado, RockSol Consulting Group, Inc. provides geotechnical engineering, construction management, inspection, and materials testing to owner agencies along with the analysis, design, and construction of roadways, bridges, structures, pavements, foundations, and other transportation-related features. RockSol works solely for project owners - never on behalf of contractors.

Our full capabilities include geotechnical, structural, environmental, traffic, and civil engineering; roadway design; and construction management, inspection, and materials testing. For over 20 years, **RockSol has built its reputation on providing top quality services to all of our clients. In addition to our familiarity with the City of Grand Junction, we have worked closely with many other local governments—**including the Town of Vail, the City of Steamboat Springs, the City and County of Denver, City of Westminster, the City of Thornton, Adams County, and Douglas County**—to provide engineering and construction services on transportation projects.** From past assignments with CDOT, FHWA, and other municipal agencies, including Mesa County, RockSol has proven its ability to provide project deliverables in a format consistent with any project requirements.

FIRM CAPABILITIES

Geotechnical Engineering

RockSol has experienced staff in geotechnical engineering, materials testing, pavement design, construction, and management that add value to all projects from the earliest stages of field investigation through the final construction of quality projects. As stated above, our policy of only representing owner-agencies (cities, counties, states, and federal agencies) ensures our focus is aligned with your mission to complete safe, budget-friendly, and long-lasting infrastructure projects.

The RockSol team has extensive pavement investigation experience for a variety of rural and urban corridors, large parking areas, and residential streets. Clients have included federal, state, county, and municipal agencies. The RockSol team has completed pavement investigations for new construction and rehabilitation, as well as forensic pavement analyses to determine the causes of roadway deterioration.

Our team employs state-of-the-art analysis methods for the evaluation of current pavement conditions as well as pavement design for new roads or reconstruction projects, including industry standard pavement design

principles to determine the distresses developed in the pavement structure due to traffic loading and environmental conditions. We can also use the AASHTO Guide for Design of Pavement Structures (latest edition) for design of flexible and rigid pavements. Our team can use pavement back-calculation programs to obtain estimated resilient modulus values of the pavement layers from falling weight deflectometer testing (FWD) for use in pavement design. We employ extensive experience in providing recommendations for roadway reconstruction, reclamation, recycling, resurfacing and preservation treatments. The design team will use a thorough approach to pavement investigations, including performing a full subsurface investigation and pavement distress analysis, followed by laboratory testing, and then pavement analysis and design according to City of Grand Junction requirements. Our seasoned staff members are capable of providing detailed geotechnical and pavement design recommendations, including drafting cost estimates.

RockSol is experienced in all standard methods of geotechnical sampling, testing, and analysis in support of designs for bridges, retaining walls, culverts, embankments, and other structures associated infrastructure improvements. We will conduct geotechnical lab testing in our AASHTO-accredited laboratory in Grand Junction. If necessary, RockSol will utilize our additional accredited front range labs, or third-party specialty labs to ensure timely testing and reporting on all City of Grand Junction work.

Quality Assurance/Materials Testing

RockSol has provided construction management, inspection, and materials testing on a wide variety of architectural and engineering projects to varied agencies: we have completed numerous quality projects with a range of complexity and environmental sensitivity, such as interstate highway construction, major arterials, rural roadways, city streets, forest roads, structures, bridges, light rail, buildings, retaining walls, underground excavations, and other earthen structures. Our construction services department employs over 230 professionals experienced in lab and field materials testing, inspection, and project management. We provide a full-range of construction-related services, including pre-construction reviews, construction management, scheduling, cost estimating, constructability reviews, inspection, and field and laboratory materials testing.

The RockSol construction materials testing capabilities include typical materials tests and other tests that might be needed to support civil construction. Materials testing

“The entire RockSol team went above and beyond to provide information and document the work in a timely and skilled manner and helped the whole team with a contractor that pushed production to an extremely fast pace. The project was completed ahead of schedule and under budget.”

– Grant Anderson, CDOT Region 3
Resident Engineer

services are performed to ensure that the materials and workmanship conform to the plans and specifications. **RockSol’s materials testing technicians are cross-trained in field and laboratory materials testing and have successfully completed assignments on numerous municipal agency and CDOT construction projects of all levels of complexity.**

Our technicians understand the importance of adhering to Quality Assurance/Quality Control programs and the accurate, timely documentation of all test results and related activity. All technicians assigned to projects are certified for soils, concrete, and asphalt testing (WAQTC, ACI, and LabCAT respectively). For more information about the certifications of our materials testing technicians, please refer to the employee resumes starting on page 3.

Our Grand Junction laboratory is accredited and supported by our primary materials lab, located in the City of Thornton. Our laboratories are certified by AMRL and CCRL (ASTM and AASHTO) and US Army Corps of Engineers and is capable of performing soils, aggregate, concrete, and asphalt testing. Laboratory testing is performed in accordance with required industry and regulatory standards and procedures, including ASTM, AASHTO, and ACI. If required, RockSol can provide full service construction management services in addition to materials testing.

NECESSARY RESOURCES

Staffing

The graph to the right illustrates our complete team’s available man-hour capacity over 2020 for Geotechnical Engineering (Geotech) services, with 1,000 man-hours (approximately two full-time equivalents) fully-available for 1st quarter and for Materials Testing (Testing) services, with 5,000 man-hours (approximately ten full-time equivalents) fully available for 1st quarter. Our capacity increases each quarter after the first. RockSol has ample staffing to tackle any assignment under this on-call contract, with available staff ready to meet the needs of any project, including those running concurrently.

Software

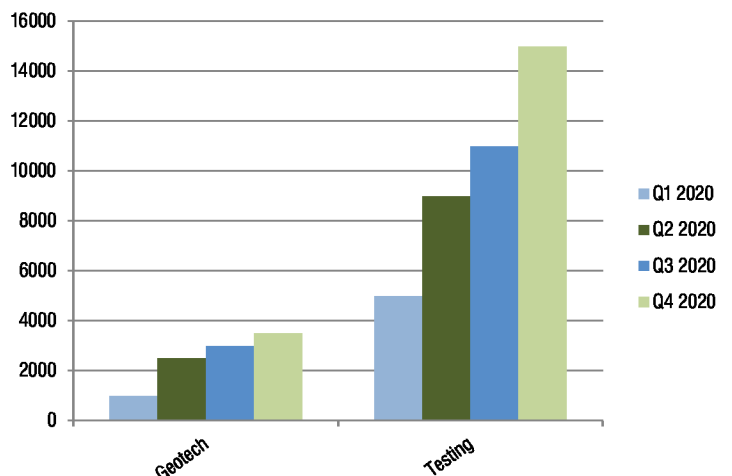
From past assignments with numerous local agencies, CDOT, and FHWA, RockSol has proven its ability to provide project deliverables in formats consistent with agency requirements. Our computer capabilities include a variety of software packages consistent with project needs, including:

We take pride in ensuring our clients that our staff members are always equipped with the necessary tools to complete their work effectively and efficiently, including sending staff

| RockSol Software | |
|--|--|
| Scheduling: Primavera, MS Project | Drafting: AutoCAD Civil 3D, AutoTURN, MicroStation, InRoads |
| Seepage: GeoStudio SEEP | Road Geometric Design: AutoCAD Civil 3D, InRoads, GeoPak |
| Stress: GeoStudio SIGMA/W, SoilWorks | Logs & Test Results: gINT |
| MSE Wall Analysis: MSEW 3.0, SoilWorks | Pile Driving Wave Equation Analysis: GRLWEAP, v. 2010-3 |

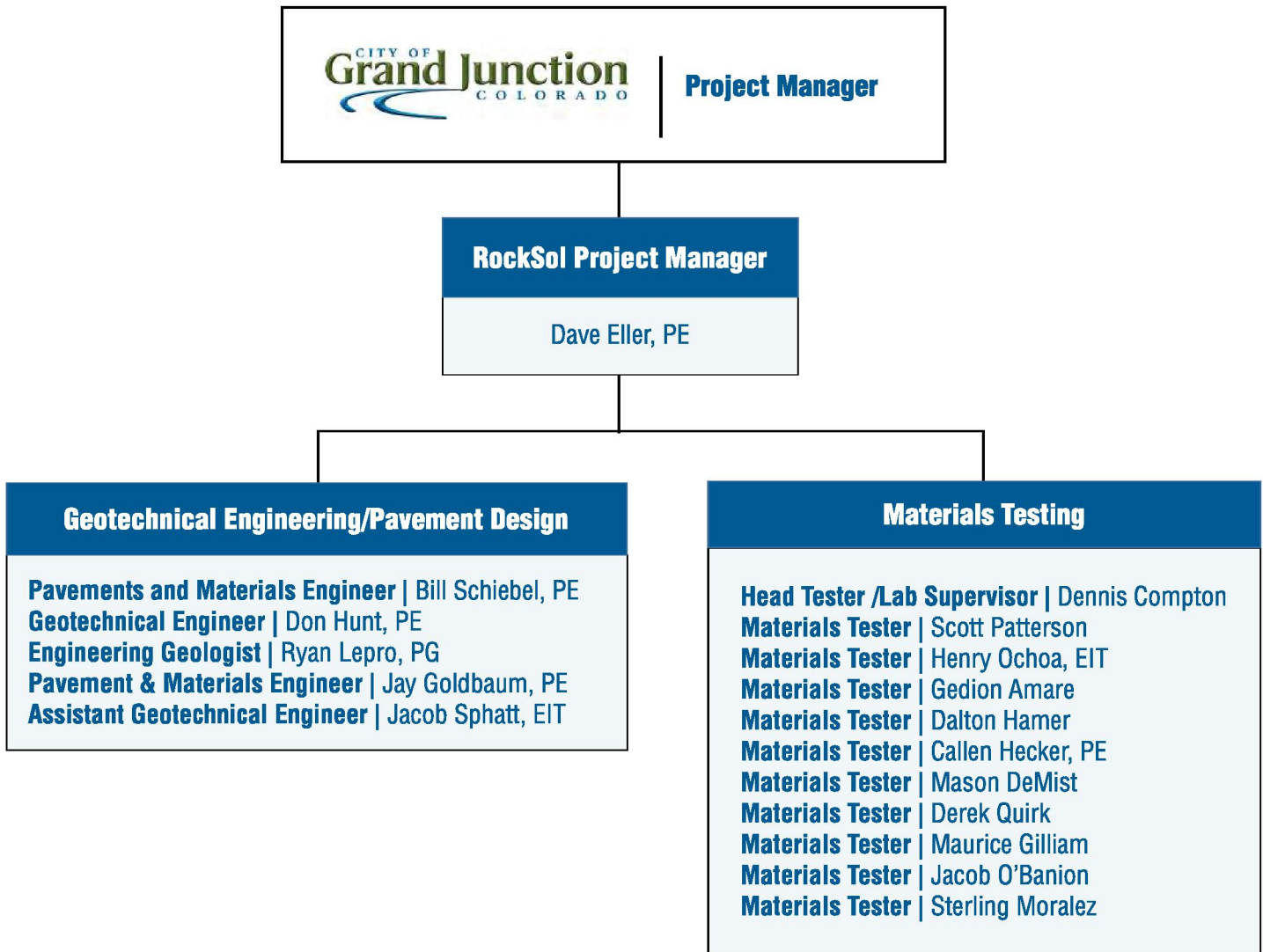
to additional training to learn how to more effectively use the latest software in the industry. Our flexibility with software tools allows our clients to feel at ease.

Available Man-Hours



ORGANIZATIONAL CHART

RockSol has hand-selected a small, experienced team to provide on call geotechnical engineering services and quality assurance construction materials testing and inspection services to the City of Grand Junction. Our project manager is Dave Eller, who manages the RockSol Grand Junction office and laboratory. Dave has served in the transportation industry in Mesa County for over 29 years, 28 of those during his tenure with CDOT Region 3. All of our testers and inspectors will be based out of our Grand Junction office and supplemented by our primary Thornton laboratory. Our geotechnical engineers are located in our Thornton office, and they can quickly travel to Grand Junction.





DAVE ELLER, PE
Project Manager

Years of Experience

Total: 29

With RockSol: >1

Education:

BS, Civil Engineering,
Colorado State University

Registrations:

Professional Engineer:
Colorado

Dave is a registered professional engineer with 29 years of experience in civil engineering. He has managed project planning, design, materials testing, and construction while working in various positions for Colorado Department of Transportation Region 3. This experience includes working with local planning partners in 15 counties in northwest Colorado. As a regional director and program manager at CDOT, he has developed numerous partnerships with local governments to deliver transportation projects ranging in scope from new trails to new interchanges. He has extensive knowledge of state and federal policies, such as NEPA and the Uniform Relocations and Real Property Policy Act of 1970 (Uniform Act), as well as state and federal requirements for contracting documents, civil rights programs, fair labor standards, emergency contracting, and FHWA/CDOT Stewardship Agreements for Quality Assurance and Independent Assurance Testing Programs. Dave has excellent interpersonal and communication skills, honed throughout years of supervising and managing project teams.

22 Road - J.9 Road Bridge Replacement | Mesa County

RockSol is providing inspection and testing services for Mesa County on this bridge replacement over the Highline Canal at 22 Road and J.9 Road. Work included roadway reconstruction and widening, utility relocates, retaining walls, and replacing the existing structure with a concrete box culvert.

US 6, Loma to Mack | CDOT Region 3

This project consisted of full width 2-inch HMA overlay, milling, leveling, shouldering, pothole repair, guardrail, ADA ramps, and striping from Milepost 11 to Milepost 20 in Mesa County.

A key challenge for this project was that top mat mix ST (75) failed compaction testing which caused paving operations to be suspended. The mix was reviewed and changed to top mat mix SX (75). Moistures from cold feeds were low. Additionally, three compaction test sections failed within one week and new compaction test section failed due to low voids/high densities.

RockSol provided construction inspection and materials testing services for this project, including additional support to help troubleshoot the HMA mix problems on the project.

I-70 Diverging Diamond Interchange Upgrades | CDOT Region 3

This project made modifications to the DDI Interchange I-70 (MM 25.5) and US 6 in Grand Junction to allow for continuous traffic flows and safer turning movements. The project added westbound turn lanes, concrete pavement, curb and gutter, overhead sign bridge, and signal upgrades. RockSol provided quality assurance testing and documentation on this project as well as provided on the job training for new CDOT testing staff assigned to the project.



BILL SCHIBEL, PE

Materials Engineer

Years of Experience

Total: 29

With RockSol: 2

Education:

BS, Civil Engineering,
University of Wisconsin

Registrations:

Professional Engineer:
Colorado

Bill joined RockSol from CDOT after 27 years of experience in transportation, engineering, and management with the agency where he focused on pavement materials design properties and specification and the delivery of regional and statewide roadway pavement construction projects. He has experience with project and employee management, and he has coordinated project scoping guidelines, pavement design requirements, technical materials research, innovative treatment specifications, and performance tracking to set direction for new statewide practices on the treatment and management of state highway pavements. Bill has extensive experience leading and coordinating exchanges of technical information with numerous and varied stakeholders.

Pavement and Materials Engineering/Design

- I-25 South Gap Project | Monument to Castle Rock | CDOT Region 1 | Senior Pavement Engineer
- Old Mine Road | Delaware Water Gap | National Park Service | Senior Pavement Engineer
- Morgan County Road Pavement Standards | Morgan County | Senior Pavement Engineer
- Boston Harbor Urban Heat Island Project | National Park Service | Senior Pavement Engineer

Materials Engineering (Previous Experience)

- CDOT Headquarters | Materials and Geotechnical Branch Manager
 - As the State Materials and Geotechnical Engineer, Bill improved the technical growth and statewide leadership of the Department's Materials and Geotechnical Branch and its six technical materials programs, staff of 50, and annual \$6M personnel and operating budget. As Chairman of the Materials Advisory Committee, Bill led technical direction for statewide practices in asphalt, concrete, soils, pavement design, pavement management, geohazard and geotechnical engineering, materials testing, and statewide accreditation programs. He also directed and promoted the redesign of statewide pavement management processes, network-wide pavement treatment selection, and constituent communications to promote the growth of CDOT's Surface Treatment budget by 60%.
- CDOT Region 1 | Materials Engineer
 - Bill consistently improved Regional pavement condition by effective Surface Treatment Program planning, project design, and delivery with a budget of \$25 million annually. He also developed and implemented cost-effective and innovative rehabilitation and recycling methods for regional and statewide use such as: cold In-place recycling with thin overlays, roller compacted concrete, warm mix asphalt, GlasGrid pavement crack mitigation, thin HMA, and SMA preventive maintenance.
- CDOT Headquarters | Asphalt Program Manager and Standards Engineer
 - Bill set direction for the statewide use of asphalt materials, including asphalt materials design, testing, and construction troubleshooting.
- CDOT Regions 3 & 5 | Roadway Design Engineer
 - Bill managed and designed complex, simultaneous, highway design projects including pedestrian structures, lighting, irrigation, and new highway alignments.



DON HUNT, PE
Geotechnical Engineer

Years of Experience

Total: 31

With RockSol: 11

Education:

BS, Civil Engineering,
University of Colorado

BS, Chemistry, Rocky
Mountain College

Registrations:

Professional Engineer:
Colorado

Don's diverse geotechnical background includes providing field, laboratory, and technical evaluation for various public agency geotechnical engineering projects throughout Colorado, Wyoming, Montana, and Utah. As Senior Geotechnical Engineer, Don has participated in all phases of geotechnical investigations, from fieldwork through report completion, and has reviewed reports prepared by junior staff for accuracy, quality, and consistency with company practice and standards. He has supervised materials testing technicians on a variety of projects. Don has participated in geotechnical evaluations for design and construction of roadways, bridges, and retaining wall structures.

Pavement Design

- Erie Parkway over Coal Creek Bridge Replacement | Erie | Town of Erie | Senior Geotechnical Engineer
- York Street, 78th to 88th Avenue | Welby | Adams County | Senior Geotechnical Engineer
- Brighton Boulevard Improvements, 31st Street to 44th Street | Denver | City and County of Denver | Senior Geotechnical Engineer
- Brighton Boulevard Improvements, East 47th Avenue to Race Court | Denver | City and County of Denver | Senior Geotechnical Engineer
- I-25 PEL | Monument to Castle Rock | CDOT Region 1 | Senior Geotechnical Engineer
- I-25 North, SH 392 to SH 14 | Fort Collins to Loveland | CDOT Region 4 | Senior Geotechnical Engineer
- I-25 North, SH 402 to Crossroads Boulevard | Loveland | CDOT Region 4 | Senior Geotechnical Engineer
- Horsetooth Road/College Avenue Intersection Improvements | Fort Collins | City of Fort Collins | Senior Geotechnical Engineer
- US 85 Resurfacing | Greeley to Ault | CDOT Region 4 | Senior Geotechnical Engineer

Retaining/Sound Walls

- I-25/Arapahoe Road Interchange Reconstruction | Centennial | CDOT Region 1 | Senior Geotechnical Engineer
- US 85, Louviers to MP 191.75 | Douglas County | CDOT Region 1 | Senior Geotechnical Engineer
- Peoria Street Railroad Grade Separation | Denver | City and County of Denver | Senior Geotechnical Engineer
- SH 93 Shoulder Widening, SH 128 to SH 170 | Boulder County | Boulder County | Senior Geotechnical Engineer

Foundation Recommendations

- Airport Road over Plum Creek Bridge Replacement | Douglas County | Douglas County | Senior Geotechnical Engineer
- Moraine Avenue Bridge Replacement | Estes Park | Town of Estes Park | Senior Geotechnical Engineer
- Dakan Road over West Plum Creek Bridge Replacement | Douglas County | Douglas County | Senior Geotechnical Engineer



RYAN LEPRO, PG (CO)

Engineering Geologist

Years of Experience

Total: 17

With RockSol: 9

Education:

BS, Geological Engineering, emphasis in Groundwater Engineering, Colorado School of Mines

Registrations:

Professional Geologist:
Colorado

Ryan's project experience includes performing geotechnical, geological, and geophysical site investigations for various projects throughout Colorado. Ryan has participated in all phases of the investigations from field exploration through report completion. His project experience includes slope stability analyses, soil nail wall design, mine subsidence analyses, seismic site class analyses through refraction microtremor testing, pavement thickness design recommendations, and foundation design recommendations for public roadways, structures, and infrastructure projects. Since joining RockSol in 2009, Ryan has been working on transportation and transit projects supporting a wide range of transportation modes.

Pavement Design

- Erie Parkway over Coal Creek Bridge Replacement | Erie | Town of Erie | Engineering Geologist
- York Street, 78th to 88th Avenue | Welby | Adams County | Engineering Geologist
- I-25 PEL | Monument to Castle Rock | CDOT Region 1 | Engineering Geologist
- I-25 North, SH 392 to SH 14 | Fort Collins to Loveland | CDOT Region 4 | Engineering Geologist
- I-25 North, SH 402 to Crossroads Boulevard | Loveland | CDOT Region 4 | Senior Geotechnical Engineer
- Horsetooth Road/College Avenue Intersection Improvements | Fort Collins | City of Fort Collins | Engineering Geologist
- US 85 Resurfacing | Greeley to Ault | CDOT Region 4 | Engineering Geologist
- Brighton Boulevard Design, East 47th Avenue to Race Court | Denver | City and County of Denver | Engineering Geologist
- Weld County Road 23 / SH 392 Improvements | Windsor & Severance | Weld County | Engineering Geologist

Retaining/Sound Walls

- I-25/Arapahoe Road Interchange Reconstruction | Centennial | CDOT Region 1 | Engineering Geologist
- US 85, Louviers to MP 191.75 | Douglas County | CDOT Region 1 | Engineering Geologist
- Peoria Street Railroad Grade Separation | Denver | City and County of Denver | Engineering Geologist
- SH 93 Shoulder Widening, SH 128 to SH 170 | Boulder County | Boulder County | Engineering Geologist

Foundation Recommendations

- Airport Road over Plum Creek Bridge Replacement | Douglas County | Douglas County | Engineering Geologist
- Moraine Avenue Bridge Replacement | Estes Park | Town of Estes Park | Engineering Geologist
- Dakan Road over West Plum Creek Bridge Replacement | Douglas County | Douglas County | Engineering Geologist



JAY GOLDBAUM, PE

Pavement and Materials Engineer

Years of Experience

Total: 36
With RockSol: 1

Education:

BS, Civil Engineering,
Colorado State University

Registrations:

Professional Engineer:
Colorado

Jay came to RockSol after a 30-year career with the Colorado Department of Transportation (CDOT). The last 8 years of that tenure was spent serving as the Manager of the Pavement Design & Documentation Program, which included administering the proper use of the Pavement M-E Design process for all CDOT projects. He is part of a national team of experts on M-E Design software. Jay's work included reviewing and updating the CDOT Field Materials Manual for use on CDOT projects. During this time, he also served as the Project Manager to help develop the SiteManager/LIMS software which is now standard for all materials documentation on CDOT projects. Jay is an expert in pavements and pavement design software, applying his knowledge for use on both design and field materials testing.

Pavement and Materials Engineering/Design

- I-70 Reconstruction Value Engineering Study | CDOT | Senior Materials Engineer
- I-25 North Segments 5 & 6 | CDOT Region 4 | Senior Materials Engineer
- I-25 North Segments 7 & 8 | CDOT Region 4 | Senior Materials Engineer

Materials Engineering (Previous Experience)

CDOT Staff Materials and Geotechnical Branch | Pavement Design & Documentation Program Manager

- As the Manager for the Design Program, Jay administered the proper use of the Pavement M-E Design process for all CDOT Projects. He organized and managed a 5-state and international group of 21 experts to develop guidelines for designing pavements with geosynthetics using Pavement M-E Design. He facilitated meetings between the Colorado Asphalt Pavement Association and the American Concrete Paving Association to build consensus for updates to the CDOT Pavement Design Manual, including new cost-effective pavement rehabilitation methods for statewide pavement management. He also participated in the Pavement Type Selection Committee for alternate bids when required. As part of this role, Jay implemented CDOT's use of AASHTOWare's SiteManager Materials and the Laboratory Information Materials System (SMM/LIMS).

CDOT Region 1 | Professional Engineer

- Jay managed the regional laboratory and oversaw staffing and maintaining quality control. He managed two engineering technicians for the materials laboratory. In this role, Jay also managed project development, pavement thickness design, and type selection of concrete or asphalt pavement construction. This pavement design included utilizing the current version of DARWin along with continued adherence for improvements to pavement design with guidance from NCHRP, FHWA, and LTPP. He provided direction and advice for resident engineers, project engineers, field testers, consultant engineers, and contractors as related to materials used in construction. Jay was consulted on project final acceptance in all matters related to materials and pavements. As a materials engineer, his responsibilities were wide ranging — involving such items as; preliminary soil surveys, designing pavements, writing and administration of task orders, facilitating or participating on task forces or quick action teams, preventing contractor claims, and writing new statewide policy and specifications.



JACOB SPHATT, EIT

Assistant Geotechnical Engineer

Years of Experience

Total: 3
With RockSol: 3

Education:

B.S., Civil Engineering
Colorado State University

Registrations:

Engineer-in-Training:
Colorado

Training/Skills:

10-Hour Road Construction

Concrete Pavement
Inspector

EBBT

Nuclear Gauge Safety +
HAZMAT

Traffic Safety Control

Transportation Erosion
Control Supervisor

Jacob graduated from Colorado State University, where he majored in Civil Engineering and minored in Geology. Prior to joining RockSol, he spent time studying modern oil and gas, pipeline hydraulics and engineering, and slope stability and seepage. He also researched the Soldier Canyon Dam at Horsetooth Reservoir to develop a preliminary dam design to be numerically modeled. In addition to this, he also constructed a physical model to demonstrate dam failure modes. Jacob is an effective communicator and able to solve problems quickly and efficiently. He understands the importance of personal responsibility and timeliness and is eager to learn.

Geotechnical Engineering and Pavement Design

- I-25 PEL | Monument to Castle Rock | CDOT Region 1 | Assistant Geotechnical Engineer
- I-25 North, SH 66 to SH 402 | Loveland | CDOT Region 4 | Assistant Geotechnical Engineer
- Horsetooth Road/College Avenue Intersection Improvements | Fort Collins | City of Fort Collins | Assistant Geotechnical Engineer
- 37th Street and 47th Avenue Widening Design | Evans | City of Evans | Assistant Geotechnical Engineer
- Coal Creek Park Improvements | Erie | Town of Erie | Assistant Geotechnical Engineer
- 280 Linden Avenue | Boulder | City of Boulder | Assistant Geotechnical Engineer
- I-25 Butte Creek | Huerfano County | CDOT Region 2 | Assistant Geotechnical Engineer
- Chambers Road, Lincoln to Main | Douglas County | Douglas County | Assistant Geotechnical Engineer
- Foothills Pedestrian Underpass | Boulder | City of Boulder | Assistant Geotechnical Engineer
- Jackson Creek Road over West Plum Creek | Douglas County | Douglas County | Assistant Geotechnical Engineer
- Sterling S-Curve | Sterling | CDOT Region 4 | Assistant Geotechnical Engineer
- SH 133 Emergency Repair | Paonia | CDOT Region 3 | Assistant Geotechnical Engineer
- Dakan Road Bridge Replacement | Douglas County | Douglas County | Assistant Geotechnical Engineer
- 47th Avenue and York Street Bicycle Pedestrian Bridge | Denver | City and County of Denver | Assistant Geotechnical Engineer

Construction Phase

Yellowstone Grand Loop Road, Norris to Golden Gate, Phase 2 | Wyoming | FHWA CFL | Construction Inspector



DENNIS COMPTON

Head Tester

Years of Experience

Total: 32

With RockSol: 2

Recertifying in Process:

CDOT Basic Highway Math,
Plan Reading, and Survey

Colorado Certified Asphalt
Level A Laydown

Colorado Certified Asphalt
Level B Materials Control

Colorado Certified Asphalt
Level C Volume & Stability

Colorado Certified Asphalt
Level E Aggregate

Colorado Certified Asphalt
Inspector Level I

ACI Concrete Field Testing
Technician Grade I

ACI Concrete Strength
Testing Technician

WAQTC Technician

CDOT Soils Inspector

CDOT TETP Materials
Technician Certification

CDOT LIMS/SiteManager
for Testers

Dennis is a highly experience materials tester who has over 31 years of materials engineering experience working with Colorado Department of Transportation. He lives in Grand Junction and is dedicated to working solely in Mesa County. He retired from CDOT as an Engineer Technician III and is currently working as a construction manager overseeing project managers, inspectors, and field testers. Dennis has been involved in material specification committees to help write specifications for highway projects, overseen material testers on construction projects for CDOT and has managed the CDOT Region Material Labs. Dennis gained valuable managerial experience as project manager on various CDOT projects, where he was responsible for holding staff meetings with project and materials personnel and reviewing plans, specifications, and the upcoming workload for the project. He is also a skilled problem solver, after finding solutions and handling materials issues on many projects.

US 50, West of Delta Resurfacing | CDOT Region 3

Materials Tester/Construction Inspector

This project included full-depth reclamation, asphalt mill and fill, leveling and asphalt overlay for six miles of US 50 between Mileposts 62.5 and 68.5. Dennis served as the head testing technician on this project and overseen other project staff for all materials quality control and documentation.

I-70 East of Edwards | CDOT Region 3

Materials Tester/Construction Inspector

This paving project included a rehabilitation of the existing pavement. Dennis provided as needed materials oversight as workload demanded, and finals documentation review for the project.

SH 131 South of Steamboat | CDOT Region 3

Materials Tester/Construction Inspector

This paving project included a full reconstruction of the existing pavement and 8' shoulders. Dennis provided as needed materials oversight as workload demanded, and finals documentation review for the project.

I-70 Fruita to Clifton | CDOT Region 3

Materials Tester/Construction Inspector

This paving project included a four-inch cold-in-place recycle and overlay of the existing pavement. Dennis provided as needed materials oversight as workload demanded, and finals documentation review for the project.



SCOTT PATTERSON

Materials Tester

Years of Experience

Total: 18

With RockSol: 3

Certifications:

CDOT Basic Highway Math,
Plan Reading, and Survey

Colorado Certified Asphalt
Level A Laydown

Colorado Certified Asphalt
Level B Materials Control

Colorado Certified Asphalt
Inspector Level I

ACI Concrete Field Testing
Technician Grade I

ACI Concrete Strength
Testing Technician

Concrete Pavement
Inspector

Traffic Control Supervisor

Transportation Erosion
Control Supervisor

WAQTC Technician

CDOT Soils Inspector

CDOT LIMS/SiteManager
for Testers

CDOT SiteManager for PEs

Scott has experience in performing numerous roles related to civil construction. He has experience in coordinating and managing the activities of many major construction projects and capital improvements programs as well as performing both materials testing and inspection duties on highway and airport projects. In addition to his knowledge and familiarity with construction processes, Scott is also highly familiar with project estimation, CDOT SiteManager, and the oversight and management of testers and inspectors.

SH 13 over Yampa River Bridge Repair | CDOT Region 3

Construction Inspector

This \$2.9 million project included repair of the bridge structure C-06-D over the Yampa River. The work included bridge joint replacement, bridge rail replacement, new column and caps and guide bank reconstruction to direct water away from the south abutment. The bridge was transferred from a shallow to a deep foundation. Concrete caissons and columns were built to support new pier caps, and after the load was transferred to the new pier caps the existing piers and footers were removed. The project was completed ahead of schedule. Scott provided testing and inspection services for this project, including daily report and finals documentation.

SH 9 Iron Springs Alignment | CDOT Region 3

Construction Inspector

A 1.3-mile stretch of SH 9 was realigned, shortening the roadway by approximately 0.4 mile. Also, within the scope of the project, a portion of the existing Blue River 14 Bikeway was also realigned, by moving it to the SH 9 alignment. The realigned bikeway is approximately 0.4 mile longer than the previously existing one, but is at a much gentler grade than the old alignment. In addition, the existing Dickey Day Use Parking Lot was moved west to a proposed new parking lot, allowing for safer access through an existing signalized intersection (at SH 9 and Recreation Way). The project also improved water quality protection by realigning SH 9 away from Dillon Reservoir. Scott served as the inspector for this project, overseeing all construction activities in accordance with CDOT plans and specifications.

US 40 Elk Springs Resurfacing-|CDOT Region 3

Materials Tester

This project completed resurfacing of US 40 from MM 31- MM 37in Moffat County. Work included an HMA leveling course, HMA overlay, guardrail, shouldering, signing and striping. RockSol provided full consultant CM for the project including the project engineer, inspector and quality acceptance testing services.



HENRY OCHOA, EIT

Materials Tester

Years of Experience

Total: 20

With RockSol: 11

Certifications:

CDOT Basic Highway Math,
Plan Reading, and Survey

Colorado Certified Asphalt
Level A Laydown

Colorado Certified Asphalt
Level B Materials Control

Colorado Certified Asphalt
Level C Volume & Stability

Colorado Certified Asphalt
Level E Aggregate

Colorado Certified Asphalt
Inspector Level I

ACI Concrete Field Testing
Technician Grade I

ACI Concrete Strength Testing
Technician

ACI Laboratory Testing
Technician Level I

ACI Aggregate Technician
Level II

Concrete Pavement Inspector

Traffic Control Supervisor

Transportation Erosion Control
Supervisor

WAQTC Technician

CDOT Soils Inspector

Henry has 20 years of experience in the construction engineering field. Using his diverse experience in all types of transportation projects, he provides construction management support and materials testing services. Henry's construction-phase experience includes performing materials testing and observation in a quality assurance role to verify materials meet contract specifications. He has performed testing for a variety of projects, including bridge replacements and repairs and highway and interstate resurfacing and reconstruction projects. He has a firm understanding of Colorado Department of Transportation (CDOT) specifications, manuals, forms, documentation and quality assurance materials testing requirements. Henry has experience in field and laboratory materials testing of soils, concrete, and asphalt. He is experienced in asphalt mix design (Superpave and Marshall), soil and asphalt density tests, concrete testing, Hveem stability, and R-values. He has also performed drilled caisson inspection and steel inspection for major bridge structures on CDOT projects.

Redlands Roundabout, Grand Junction | CDOT Region 3

Head Tester

The SH 340 (Broadway) & Redlands Parkway Roundabout project was created to improve the safety of the SH 340 and Redlands Parkway intersection, where 28 accidents occurred from 2010 to 2015, the vast majority of which involved rear-end and left-turning crashes. Improving the safety of the CO 340 and Redlands Parkway intersection was the top goal for the project, in addition to enhancing aesthetics of the intersection and addressing future projected traffic volumes. This \$5 million project includes converting the existing signalized intersection at SH 340 and Redlands Parkway to a roundabout, roadway resurfacing, pavement reconstruction, guardrail improvements, drainage improvements, sidewalk construction, ADA improvements, and signing and striping. Henry oversaw the construction inspection and materials testing services, ensuring prompt delivery and high quality.

US 6, Mack to Fruita | CDOT Region 3

Head Tester

This project consisted of full width, two-inch HMA overlay, milling, leveling, shouldering, pothole repair, guardrail, ADA ramps, and striping from Milepost 11 to Milepost 20 in Mesa County. RockSol provided construction inspection and materials testing services for this project.

Stephen D. Hogan Parkway | City of Aurora

Head Tester

This project involved the construction of a new roadway and utilities which tie into the existing 6th Avenue on the west end and extending east to the existing 6th Avenue/E-470 interchange. This project also included four spurs along the proposed road to connect arterials as well as a new 684-foot by 67-foot, 5 span, BT-72 girder bridge over Sand Creek. Project work included building a two-lane roadway, shoulders, and structures that will not preclude the future widening of the typical section to meet the six-lane arterial requirements including geometric design. This project had several environmental aspects which required monitoring, including active eagle nests, prairie dog remediation, waterways, wetlands, and SB-40 tree disturbance and replacement. RockSol provided construction management, inspection, and materials testing for this project.



GEDION AMARE

Materials Tester/
Construction Inspector

Years of Experience

Total: 5
With RockSol: 3

Certifications:

CDOT Basic Highway Math,
Plan Reading, and Survey

Colorado Certified Asphalt
Level A Laydown

Colorado Certified Asphalt
Level B Materials Control

Colorado Certified Asphalt
Level C Volume & Stability

Colorado Certified Asphalt
Level E Aggregate

Colorado Certified Asphalt
Level I Inspection

ACI Concrete Field Testing
Technician Grade I

ACI Concrete Strength Testing
Technician

ACI Aggregate Testing
Technician Level I

ACI Aggregate Testing
Technician Level II

WAQTC Technician

CDOT Soils Inspector

Gedion brings experience creating and working with mix designs for asphalt and concrete using geotechnical codes and specifications for different construction companies. He also has experience with field testing, quality control, and quality assurance for projects falling under the jurisdiction of CDOT, Federal, residential, and private. Mr. Amare is experienced in Microsoft Office, Visual Basic, C++, PLC, Wireshark, Matlab, Multisim, and working with electronic circuits. He is also bilingual in Amharic and English.

SH 133 Bowie Resurfacing | CDOT Region 3

Materials Tester/Construction Inspector

This project consisted of cold bituminous pavement (recycled), hot mix asphalt pavement, guardrail, structure improvements, temporary and final striping, and rumblestrips. RockSol provided project management, testing, and inspection services for this project. Gedion assisted with the testing of construction materials to ensure that they complied with CDOT plans and specifications.

SH 149 Spring Creek Pass | CDOT Region 3

Materials Tester/Construction Inspector

This project improved the riding surface of the highway on Spring Creek Pass (south of Gunnison near Lake City). The existing pavement was resurfaced and included cold-in-place recycle (CIP), hot mix asphalt (HMA) overlay, epoxy pavement marking, and bridge deck rehabilitation. A bridge deck was also repaired by using super-strength concrete to repair damaged areas in the bridge surface. In addition, the project also involved guardrail replacement, shouldering, and delineator work. RockSol provided construction management, inspection, and materials testing support on behalf of CDOT. RockSol provided an assistant project engineer, inspector and materials tester. Our construction management responsibilities included project administration of CDOT plans, specifications, and contract compliance. Gedion assisted with the testing of construction materials to ensure that they complied with CDOT plans and specifications.

SH 13 over Yampa River Bridge | CDOT Region 3

Materials Tester/Construction Inspector

The project involved the repair of the foundation of the existing bridge. Concrete caissons and columns were built to support new pier caps on three existing piers. New pier caps will be built and tied in to the existing caps. After the load was transferred to the new caps, the existing piers and the footers were removed from under the new pier caps. An extensive new guide bank was built on one of the upstream sides of the river to direct the water away from the south abutment. RockSol provided construction management, inspection, and materials testing services for this project. Gedion assisted with the testing of construction materials to ensure that they complied with CDOT plans and specifications.



CALLEN HECKER, PE

Materials Tester

Years of Experience

Total: 4

With RockSol: 4

Education:

BS, Civil Engineering,
Colorado State University

Certifications:

CDOT Basic Highway Math,
Plan Reading, and Survey

CAPA Level A Laydown
CAPA Level B Materials
Control

CAPA Level E Aggregates
CAPA Level I Materials
Inspector

ACI Concrete Field Testing
Technician Grade I

ACI Laboratory Testing
Technician Level 1

ACI Aggregate Testing
Technician Level 1

WAQTC Technician

CDOT Soils Inspector

Traffic Control Supervisor

Transportation Erosion

Control Supervisor

OSHA 10-Hour Road

Callen joined RockSol after graduating from Colorado State University in Fort Collins, Colorado. Callen has performed soil gradations, surveying, and quantity takeoffs and elevated cost estimates with HeavyBid software. He is familiar with Bluebeam, HeavyBid, AutoCAD, HEC-RAS, RSMean, MathCAD, and Microsoft Office. Callen has developed into a versatile staff member, able to provide both materials testing services and construction inspection. He is also proficient in Spanish.

22 Road - J.9 Road Bridge Replacement | Mesa County

Materials Tester/Construction Inspector

Rocksol provided inspection and testing services for Mesa County on this bridge replacement over the Highline Canal at 22 Road and J.9 Road. Work included roadway reconstruction and widening, utility relocates, retaining walls, and replacing the existing structure with a concrete box culvert. This off-system project required inspection and materials documentation in accordance with the CDOT Local Agency Program. Callen provided all quality assurance inspection and materials testing on this project.

Hanapepe River Bridge Replacement | HDOT

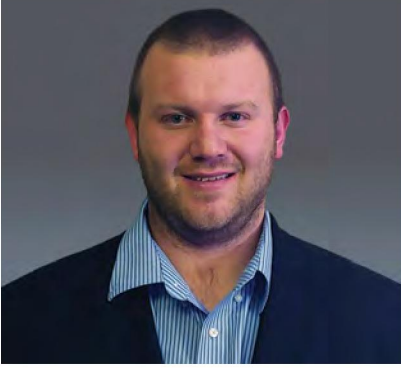
Materials Tester/Construction Inspector

The purpose of this project was to increase bridge capacity and safety for the traveling public accessing the Kaunualii Highway. This project replaced the existing two-cell box culvert with a single-cell box culvert. The new bridge is wider, allowing for two 12-foot-wide travel lanes, two 8-foot-wide shoulders, and two 2-foot-wide bridge rail segments that meet current safety standards. This project also addressed existing structural and maintenance issues by utilizing a deeper and stronger foundation, updating the design of the bridge approach and deck, and upgrading bridge rails to meet new design standards. Callen assisted with quality assurance materials testing as well as construction inspection on this project.

US 34 Big Thompson Canyon | CDOT Region 4

Construction Inspector

This CM/GC project completed the permanent repairs to the US 34 through the Big Thompson Canyon. During the flood in 2013, major portions of the roadway were completely washed away along with the access bridges and retaining walls in the canyon. In other areas, the roadway and grade were undermined, with pavement washed out from below, exposing the walls and support systems. The permanent repairs included removing and replacing a significant portion to the temporary asphalt, embankment fill, and temporary channel protection. RockSol provided full construction management, inspection of roadway and river work, and quality assurance testing services for the project. Callen performed construction inspection services on this project with special emphasis on inspecting the matrix rip rap that was installed.



DALTON HAMER

Materials Tester/
Construction Inspector

Years of Experience

Total: 2
With RockSol: >1

Education:

BS, Mechanical Engineering,
Colorado Mesa University

Certifications:

CDOT Basic Highway Math,
Plan Reading, and Survey

Colorado Certified Asphalt
Level A Laydown

Colorado Certified Asphalt
Level B Materials Control

Colorado Certified Asphalt
Level C Volume & Stability

ACI Concrete Field Testing
Technician Grade I

WAQTC Technician

CDOT Soils Inspector

Dalton lives in Grand Junction and is a mechanical engineering graduate with a background in the construction and automotive industry. Since joining RockSol, he has been working under the guidance of senior engineers and testers and has begun providing testing and inspection services. In his brief time with RockSol, Dalton has attained all his certifications on an accelerated schedule, and exceeded all expectations. Dalton also has experience with numerous software packages and computer based project approaches including CAD, ladder logic programs, and the Microsoft Office suite.

Redlands Roundabout | CDOT Region 3

Materials Tester/Construction Inspector

The SH 340 & Redlands Pkwy Roundabout project was created to improve the safety of the SH 340 & Redlands Parkway intersection, which experienced 28 accidents from 2010 to 2015, the vast majority of which involved rear-end and left-turning accidents. Improving the safety of the CO 340 and Redlands Parkway intersection is the project's top goal, in addition to enhancing aesthetics of the intersection and addressing future projected traffic volumes. This \$5 million project includes converting the existing signalized intersection at SH 340 (Broadway) and Redlands Parkway to a roundabout, roadway resurfacing, pavement reconstruction, guardrail improvements, drainage improvements, sidewalk construction, ADA improvements, and signing and striping. As a subconsultant to Ulteig, RockSol provided construction inspection and materials testing services.

US 6 Mack to Fruita | CDOT Region 3

Materials Tester/Construction Inspector

This resurfacing project is located on Highway 6 in Mesa County. The project begins at Milepost 11.08 and proceeds east to Milepost 20.25. The work consists of a full width 2" HMA overlay, shoulder, a 1" HMA leveling mat, and guardrail and ramp upgrades. RockSol is providing quality assurance materials testing.

I-70 Diverging Diamond Interchange Upgrades | CDOT Region 3

Materials Tester/Construction Inspector

This project made modifications to the diverging diamond interchange on I-70 (Milepost 25.5) and US 6. The project added westbound turn lanes, concrete pavement, curb and gutter, overhead sign bridge, and signal upgrades. Dalton completed testing and inspection duties on this project and was responsible for all quality assurance testing and documentation.

“Dalton typically puts in more time than expected. He does this with a good attitude and in a positive manner. He was very good about communication and working with others, no matter who it was.”

– Trevor Woolley, CDOT R3
Project Manager



DEREK QUIRK

Materials Tester

Years of Experience

Total: 6

With RockSol: 2

Education:

Red Rocks Community College

Certifications:

CDOT Basic Highway Math, Reading, and Surveying
 CDOT LIMS/SiteManager for Testers
 CAPA Level A Laydown
 CAPA Level B Materials Control
 CAPA Level E Aggregates
 CAPA Level I Materials Inspector
 ACI Concrete Field Testing Technician Grade I
 ACI Concrete Strength Testing Technician
 Concrete Pavement Inspector
 Traffic Control Supervisor
 WAQTC Embankment & Base Testing Technician
 WAQTC Soil Inspector
 OSHA 10-Hour Road

Derek joined RockSol two years ago with five years of transportation experience as an Engineering/Physical Science Assistant I with CDOT 1 and, more recently, as a construction inspector. He is well versed in reading, analyzing, and interpreting project plans and special provisions, as well as inspecting and monitoring contractor work to ensure conformation to the plans and specifications.

I-25 North Express Lanes, Sections 7 & 8 | CDOT Region 4

Materials Tester/Construction Inspector

This project involves reconstruction of the I-25 corridor from SH 66 to SH 56. It is part of a larger initiative to improve the North I-25 corridor from Denver to the Wyoming border. The purposes of the project are increased capacity and improved safety and mobility. The scope of work includes widening over seven miles of I-25 from four to six general-purpose lanes and adding a managed lane/tolled express lane in each direction. Derek performed in-field density testing of soils and asphalt pavement and in-field concrete testing for structural concretes and PCCP. His responsibilities also included physical and chemical testing of soils and asphalt at RockSol's Loveland lab, IAT testing (field and lab) for soils, and soils identification testing.

US-36 Emergency Rebuild | CDOT Region 1

Materials Tester/Construction Inspector

A section of US 36 eastbound (500 to 700 feet long) between Wadsworth Boulevard and Church Ranch Road cracked and shifted due to a sinkhole. CDOT engaged David Evans and Kraemer North America as the contractors to perform the repairs, which consisted of the placement of over 6,000 geofoam blocks. RockSol provided consulting inspection, documentation, and testing services for this project.

Derek's responsibilities included daily inspection, documentation, and coordinating traffic control activities and maintenance. He performed all in-field sampling and testing of soils, aggregates, and concrete, lab (physical and chemical) testing of soils, aggregates, and concrete, and documentation of all materials-related work. He coordinated contractor materials documentation as required by CDOT Form 250 and the Field Materials Manual.

I-25 South Gap | CDOT Region 1

Materials Tester/Construction Inspector

This project is constructing improvements to the I-25 Corridor from Monument to C-470. As part of the project, the portion from Monument to Castle Rock will be improved with addition of a managed lane in each direction, widening to the middle and at the shoulder in some locations, new bridge structures and upgraded interchanges at some locations, wild life crossings, and various other safety-related improvements.

Derek's responsibilities on this project include: identifying each location to be drilled through GPS and field inspection; observing/inspecting each sample during and after drilling; collecting and documenting samples and transport them to the RockSol Thornton lab to be analyzed by the materials engineer; coordinating lane closure times and locations between the core drilling contractor and traffic control contractor; and sending weekly lane closure reports to CDOT oversight staff.



MASON DEMIST

Materials Tester

Years of Experience

Total: 4

With RockSol: 3.5

Education:

BS, Geology
Colorado State University

Certifications:

CDOT Basic Highway Math,
Reading, and Surveying
CDOT LIMS/SiteManager for
Testers
CDOT Soils Inspector
ACI Concrete Field Testing
Technician
ACI Concrete Strength Testing
Technician
WAQTC Technician
Traffic Control Supervisor

Mason has experience in testing and inspection on local agency, CDOT, and Federal Highway Administration projects.

Various Locations CDOT Region 5

Materials Tester/Construction Inspector

This contract was for testing services at three locations in Southwest Colorado. US 550 Durango Curb Ramps, US160/US 550 Signal Operation Upgrades, and US 145 Deep Creek Passing Lanes. Work included new concrete ADA ramps, curb and gutter, new signals and mast arms, signal cabinet and hardware upgrades, drainage improvements, roadway widening, concrete paving asphalt paving, retaining walls, signing and stripping. RockSol provided quality assurance materials testing on these multiple projects that had simultaneous construction activities.

US 160 Culvert Rehabilitations CDOT Region 5

Materials Tester/Construction Inspector

This project was located on US 160 at four locations between Milepost 43.18 – Milepost 168.07. Work consisted of lining three culverts and concrete repair on a box culvert. Project work included installation of HPDE culvert lining, grout, concrete head walls, concrete in place spin casting, concrete epoxy patching, seeding and mulching, and wetland remediation. RockSol provided full-service project management including project engineer, inspector and tester.

I-25 North Express Lanes, Sections 7 & 8 | CDOT Region 4

Materials Tester/Construction Inspector

This project involves reconstruction of the I-25 corridor from SH 66 to SH 56. It is part of a larger initiative to improve the North I-25 corridor from Denver to the Wyoming border. The purposes of the project are increased capacity and improved safety and mobility. The scope of work includes widening over seven miles of I-25 from four to six general-purpose lanes and adding a managed lane/tolled express lane in each direction. RockSol is providing geotechnical engineering, structural engineering, and public and stakeholder involvement services as a subconsultant to Muller on this project. Mason is assisting the geotechnical engineering staff with laboratory testing and drilling operations.

US 6, Loveland Pass | CDOT Region 1

Materials Tester/Construction Inspector

This project consisted of milling and paving US6, Loveland Pass, and included inlets and culvert installation, grading, subgrade preparation, base course placement, asphalt pavement removal (milling), asphalt paving, traffic control and other activities. Mason performed quality assurance materials testing on this project to ensure all material incorporated in the project met standards.



JACOB O'BANION

Materials Tester

Years of Experience

Total: 1

With RockSol: 1

Education:

Major: Civil Engineering
University of Colorado

Jacob is a promising intern who is in his senior year of civil engineering at the University of Colorado. Jacob works part-time in the RockSol Thornton laboratory, assisting the Geotechnical Unit and works summers in Grand Junction as a field testing technician.

City of Grand Junction

Materials Tester

Prior to his work at RockSol, Jacob served as a regional transportation assistant for the City of Grand Junction Transportation Engineering. His responsibilities included collecting data for analysis, creating traffic data reports, and assisting with City transportation projects.

US 40 Elk Springs Resurfacing | CDOT Region 3

Materials Tester

This project completed resurfacing of US 40 from MM 31- MM 37in Moffat County. Work included an HMA leveling course, HMA overlay, guardrail, shouldering, signing and striping. RockSol provided full consultant CM for the project including the project engineer, inspector and quality acceptance testing services.

Certifications: CDOT Basic Highway Math, Reading, and Surveying; CAPA Level A Laydown, CAPA Level B Materials Control, CDOT TETP Materials Technician Certification, CDOT LIMS/SiteManager for Testers



STERLING MORALES

Materials Tester

Years of Experience

Total: 1

With RockSol: 1

Education:

Construction Management
Colorado Mesa University

Sterling is in his junior year of construction management at Colorado Mesa University and works out of the Grand Junction office.

US 50, West of Delta Resurfacing | CDOT Region 3

Materials Tester

This project included full-depth reclamation, asphalt mill and fill, leveling and asphalt overlay for six miles of US 50 between Mileposts 62.5 and 68.5. Sterling performed testing and inspection duties on this project, including testing of HMA and full-depth reclamation material.

22 Road - J.9 Road Bridge Replacement | Mesa County

Materials Tester

Rocksol provided inspection and testing services for Mesa County on this bridge replacement over the Highline Canal at 22 Road and J.9 Road. Work included roadway reconstruction and widening, utility relocates, retaining walls, and replacing the existing structure with a concrete box culvert. Sterling performed earthwork and concrete testing.

Certifications: CDOT Basic Highway Math, Reading, and Surveying; CAPA Level A Laydown, CAPA Level B Materials Control, ACI Concrete Field Testing Technician, WAQTC Soil Inspector, Transportation Erosion Control Supervisor

MESA COUNTY 22-J.9 ROAD BRIDGE REPLACEMENT

Laura Page, Construction Group Manager
970.255.5031 | laura.page@mesacounty.us

This project involved removing the bridge carrying 22 Road over the Grand Valley Irrigation Canal and replacing it with a new concrete box culvert. The work also included reconstruction of 22 Road from the intersection of K Road to approximately 1300 feet to the south, including vertical alignment improvements and widening to include four-foot paved shoulders. The project constructed new MSE walls, installed various drainage and irrigation improvements, and modified several local access roads through the project limits. The project team followed the CDOT Local Agency process.



REDLANDS PARKWAY ROUNDABOUT

CDOT REGION 3

Rob Beck, PE, Grand Junction Resident Engineer
970.986.9355 | rob.beck@state.co.us

The purpose of this project was to improve the safety of the SH 340 & Redlands Parkway intersection, where 28 accidents occurred from 2010 to 2015. The project also enhanced the aesthetics of the intersection and addressed future projected traffic volumes. The \$5 million project involved converting the signalized intersection at SH 340 (Broadway) and Redlands Parkway to a roundabout, roadway resurfacing, pavement reconstruction, guardrail improvements, drainage improvements, sidewalk construction, ADA improvements, and signing and striping. As a subconsultant to Ulteig, RockSol provided construction inspection and materials testing services.



I-70 DIVERGING DIAMOND INTERCHANGE

CDOT REGION 3

Trevor Woolley, Project Manager
970.683.6356 | trevor.woolley@state.co.us

This project made modifications to the DDI Interchange on I-70 (MM 25.5) and US 6 to allow for continuous traffic flows and safer turning movements. The project added westbound turn lanes, concrete pavement, curb and gutter, overhead sign bridge, and signal upgrades. RockSol provided quality assurance testing and documentation on this project as well as provided on the job training for new CDOT testing staff assigned to the project.



CITY OF THORNTON ON-CALL SERVICES

Keith Griess | Contract Administrator
City of Thornton | 303.538.7643

RockSol is providing engineering, materials testing, and inspection services for area improvements, city parks, and transportation projects for the City of Thornton. RockSol performs various geotechnical services, including rebar inspection, laboratory materials testing, soils testing, concrete testing, asphalt testing, and masonry testing. Projects have included:

Riverdale Ballfields Testing - This project consisted of construction of a lighted, four-field complex and associated fencing, irrigation, landscaping, paving, and other community level park amenities to be used primarily as a baseball and softball complex.

Eastlake Station Area Improvements: This project constructed Eastlake Station Area Improvements between 124th Avenue and Birch Avenue. RockSol provided on call quality assurance materials testing for the project.



CITY OF BOULDER ON-CALL GEOTECHNICAL SERVICES

John Mellblom, Project Manager
303.660.7490 | mellblomj@bouldercolorado.gov

RockSol has successfully provided engineering, materials testing, and inspection services for arterial and collector street improvements, utility improvements, water treatment plants, city parks, and urban building projects for the City of Boulder since 2001. We have performed projects for the City, including work on city facilities, waterline replacements, and numerous roadway improvement projects. RockSol performed drilled caisson inspection, rebar inspection, laboratory materials testing, soils testing, concrete testing, asphalt testing, and masonry testing on the Boulder Fire Training Center. Some of the projects have included: Valmont and 29th Street Intersection, Old Tale Road and Baseline Road Waterline Replacement, Flatirons Golf Course, 2016 Waterline Replacement, Foothills and Valmont Operational Improvements, and Pleasantview Park.



LOCAL AGENCY SUPPORT, REGIONS 2, 3, 4

CDOT REGION 3

Peter Lombardi, PE, R3 Resident Engineer
970.328.9962 | peter.lombardi@state.co.us

RockSol is providing Local Agency Support for numerous CDOT Local Agency projects located in Regions 2, 3, and 4. Our work has included making regular site visits to local agency projects, reviewing and coordinating contract modifications orders with the agency and the CDOT Resident Engineer, and serving as the CDOT Residency Local Agency Project Manager. Work also includes communicating closely with the CDOT Resident Engineer to stay abreast of project status and ensure the Local Agency is complying with necessary requirements.



SH 133 SLOPE STABILIZATION - PAONIA

CDOT REGION 3

Jason Smith, PE, West Program Engineer
970.683.6208 | jasonc.smith@state.co.us

Working as sub-consultant to Golder Associates, RockSol provided geotechnical support services to CDOT for evaluating a slope failure along SH133 at Mile Post 15.3. Seven boreholes were drilled and sampled, as well as installing five inclinometers and two piezometers. Scope of work also included structural design of slope mitigation alternatives and preparing draft and final reports and design plans/drawings.

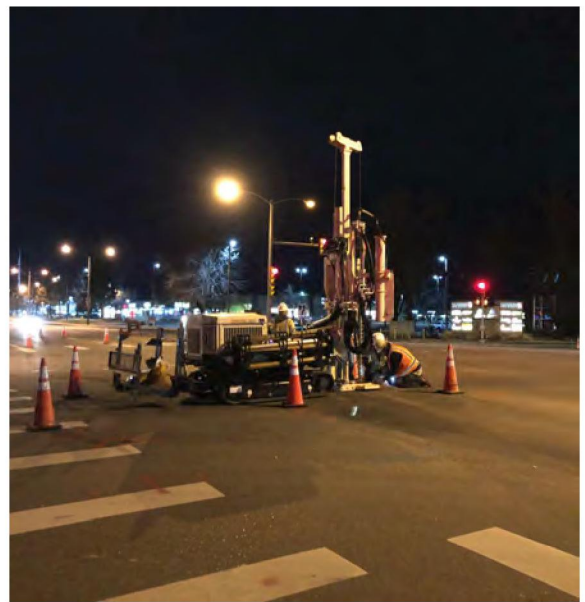


HORSETOOTH ROAD/COLLEGE AVENUE

CITY OF FT. COLLINS

Dan Woodward, Project Engineer
970.416.4203 | dwoodward@fcgov.com

RockSol was contracted to provide a geotechnical report to assist with a project to improve safety and reduce congestion at the intersection of Horsetooth Road and College Avenue. The project involved the replacement of the roadway bridge carrying West Horsetooth Road over the Larimer County Canal #2 and the addition of new turn lanes to reduce congestion. Project work consisted of a geotechnical subsurface investigation of three bridge boreholes, three pavement boreholes, and four pavement cores. This investigation assisted with the identification and implementation of an alternative to the current pedestrian bridge on the west side of College Avenue south of Horsetooth Road.



NORTH MEADOWS AVENUE

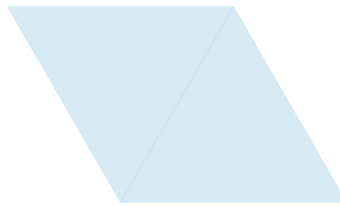
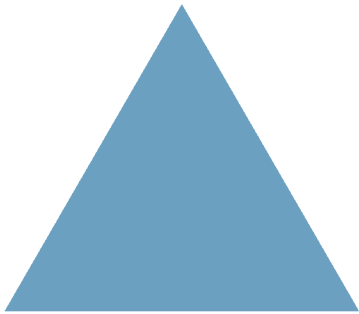
TOWN OF CASTLE ROCK

Dan Sailer, Project Manager
720.733.2470 | dsailer@crgov.com

The purpose of this project was to design an extension of North Meadows Drive from Meadows Boulevard to I-25, including the construction of a new bridge and underpass structures. New roadways were planned for future access to adjacent commercial properties. The plans also included a new tight diamond interchange at US 85 and the existing Castlegate Drive North, the reconstruction the Castlegate West intersection, a new roundabout west of the I-25, construction of a loop interchange at I-25, and pedestrian and bicycle improvements. In addition to the bridge and the underpass structures, the North Meadows alignment required retained earth fills and retained earth cuts, sloped embankments, and sloped cuts to achieve grade for the proposed roadway extension. RockSol provide engineering services for this project, including drilling, sampling, and testing 99 boreholes.



| STRATEGY & IMPLEMENTATION PLAN



UNDERSTANDING OBJECTIVES

The City of Grand Junction is seeking provision of geotechnical engineering and materials testing services on an as-needed basis. RockSol is prepared and fully-capable of responding immediately, and quickly providing geotechnical engineering and materials testing services for the City, often within hours. We understand the importance of accurate and timely testing and documentation, and RockSol commits to submitting reports to the City within 24 hours of obtaining test results.

Grand Junction voters approved a 2019 ballot initiative, Measure 2A, that allocates \$70 million to focus on road and infrastructure improvements. This funding will be used to make capital improvements to address capacity and safety issues at several locations, including projects such as expanding 24 Road from three lanes to five lanes between Patterson and I-70 and other similar work.

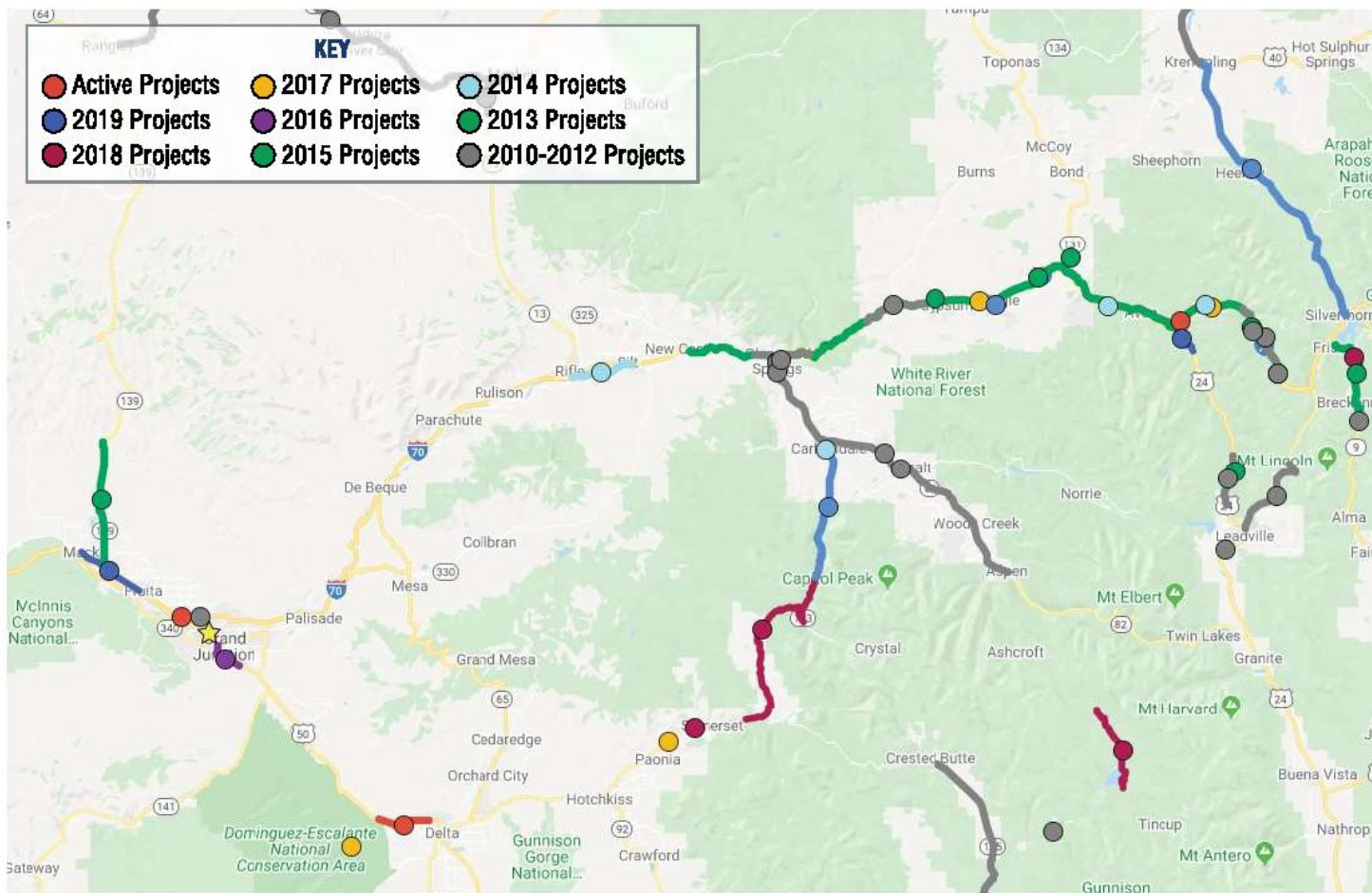
RockSol is able and excited to help the City's engineering team to complete the geotechnical engineering, pavement design, and materials testing necessary to prepare projects for construction to deliver the City's goals and objectives over the initiative's five year plan.

Understanding project objectives begins with understanding the project area.

RockSol's Project Manager, Dave Eller, was a regional director and program manager with CDOT in Region 3, and has developed excellent working relationships with many throughout the area, having managed and overseen numerous projects.

Furthermore, RockSol has completed numerous quality assurance material testing on-call and project specific contracts throughout Colorado, as well as in Mesa County and the surrounding area, demonstrating our understanding of the project area, including local construction practices. RockSol understands the requirements of an on-call contract, and are fully capable to provide the City of Grand Junction with superior responsiveness, quality, and capacity.

The map below indicates a sampling of projects completed on the West Slope in recent years. RockSol is able to manage simultaneous projects in different areas efficiently and effectively, and we respond very quickly to on-call projects.



PROPOSED STRATEGY

RockSol's project approach is focused on providing our clients with responsive, high-quality services. We are committed to excellence in quality and in client services. We are capable of providing very quick responses, within hours, if necessary, as we have done in the past on other on-call service contracts. We have qualified and experienced personnel to provide all services required under this contract. **Every project will be managed and supervised by a Professional Engineer, and all the personnel assigned to the projects will be experienced, qualified, and certified in their field.**

Scoping and Staffing

Our Project Manager—Dave—will manage each project and act as the primary point of contact to provide coordination between the City of Grand Junction staff and RockSol project personnel. For each project, Dave will work closely with City personnel to develop an in-depth understanding of the project and the requested services, and to establish a regular meeting schedule to assess current and emerging needs, required resources, budgets, and schedules. He will then communicate these expectations to the project team. We take pride in our commitment to completing each project efficiently, accurately, and with the highest quality. Dave will directly oversee the geotechnical investigations and quality assurance materials testing services.

Rapid Response to Project Requests

We are committed to superior client service and able to respond rapidly to projects. As an example of our ability to respond quickly, our team has consistently replied within a day—and in many cases a few hours—to task order requests from many of our clients, including City of Boulder, City of Thornton, Adams County, and CDOT. We have provided testing and inspection on two hours notice for several agencies on numerous occasions. We commit to delivering the same responsiveness to the City of Grand Junction on this new contract to accommodate urgent and unscheduled project developments. Furthermore, our Grand Junction laboratory is located in the heart of the city, enabling our team to respond quickly to any project requests.

Geotechnical Engineering & Pavement Design

Our approach to geotechnical engineering and quality assurance materials testing is designed to ensure the City of Grand Junction's needs are always met. Assigned staff members are always fully committed to their project assignment.

RockSol is experienced in and knowledgeable about all types of field procedures to characterize subsurface conditions, ranging from conventional methods, such as drilling and sampling, to geologic mapping and geophysical testing.

Providing services for all phases of civil engineering projects, we perform geotechnical studies including site investigations, geologic mapping, and field and laboratory materials testing. Our personnel provide preliminary and final design services for shallow and deep foundations, retaining walls, slope stability, soil improvement methods, geotextiles and geogrids, soil nailing, and pavement design.

In the last five years, RockSol has conducted numerous geotechnical investigations, including foundation investigations and pavement design recommendations — many in environmentally-sensitive areas — for Adams County, the City of Evans, Boulder County, Douglas County, the City of Fort Collins, the Town of Superior, RTD, CDOT, and many other agencies.

In the last year, RockSol geotechnical engineers have drilled and logged over 300 boreholes as part of various geotechnical investigations. **Field investigations** are conducted by drilling with continuous flight augers, hollow stem augers, rotary and diamond coring, and percussion drilling techniques. Samples are obtained by standard-split spoon, California ring sampler, Shelby tube, coring, and other methods. During investigations the team can install monitoring instrumentation (e.g., inclinometers, piezometers, and settlement plates).

The RockSol team has extensive **pavement investigation** experience for low-volume to high-volume roadways, haul roads, truck routes, large parking areas, and subdivisions. The RockSol team has completed pavement design investigations for new construction and rehabilitation, as well as to determine the causes of roadway pavement and subgrade deterioration.

Our team employs state-of-the-art analysis methods for the **evaluation of current pavement conditions** as well as **pavement design** for new roads or reconstruction projects, including mechanistic pavement design principles to predict the distresses that will develop in the pavement structure due to traffic loading and environmental conditions.

RockSol typically begins a **field investigation** with a visual geotechnical reconnaissance of the site geology, topography, and surface drainage as it relates to the geotechnical issues. The field investigation usually includes subsurface investigation. The **subsurface investigation** will

Below are the typical steps taken for development of an On-Call Workplan for geotechnical services.

- Discuss project scope with the City and identify geotechnical requirements.
- Prepare a program to perform a subsurface investigation to obtain information on the subsurface soil, groundwater, and bedrock conditions for proposed structures, retaining walls, embankment, and new pavement construction and implementing the program to collect soil samples for laboratory testing. Sampling is typically accomplished with geotechnical drill rigs or with test pits.
- Field mark proposed borehole or test pit locations, schedule utility clearances for sample locations, develop traffic control plans, and obtain necessary right-of-way or right-of-entry permits for the sampling program.
- Perform geotechnical field investigation, soil laboratory tests and analyze the data collected.
- Evaluate geotechnical conditions encountered.
- Coordinate with structural team members to provide foundation recommendations and alternatives for bridge and retaining wall designs.
- Conduct pavement thickness design analyses, including alternative pavement sections.
- Produce reports presenting project information, a summary of field and laboratory data, descriptions of geological hazards, recommendations for geological hazard mitigation, geotechnical recommendations for proposed elements which could include structure foundations, retaining walls, embankment construction, utility construction, and pavement design.

include drilling boreholes within the project limits that will extend through the pavement or existing grade, upper fill soils, underlying colluvium and alluvium materials, and underlying bedrock materials, if encountered.

RockSol typically performs **penetration resistance tests** in the subgrade soils and obtains both disturbed and relatively undisturbed samples, where possible, as drilling progresses. Our team will prepare logs of the subsurface conditions and note the depth to groundwater, if groundwater is encountered. After completing subgrade sampling, we will backfill boreholes and patch with asphalt patch or concrete material to match the existing pavement section if within paved areas.

We will test selected subsurface samples from each borehole for pertinent engineering properties. Our tests include, but will not be limited to, moisture content and dry density, Atterberg Limits, grain size (sieve) analysis, swell (percent), and water-soluble sulfate content. Subgrade soil samples will be classified per the American Association of Highway and Transportation Officials (AASHTO) soil classification methods. Subgrade support will be evaluated with R-Value (Hveem Stabilometer) tests. All tests except for R-Values will be performed in our certified laboratory in Grand Junction. R-Value tests are sent to an outside

laboratory for completion.

RockSol also has extensive experience evaluating subsurface conditions, providing geotechnical foundation recommendations to assist with design and construction of foundations, including footings, drilled caissons, and driven piles. **RockSol engineers are extremely familiar with the local geology, local soil types and behavior, and geological hazards, as related to the performance of foundations and pavements.** Our experienced staff are able to review design assumptions for foundations based on geotechnical evaluations performed by others and to observe and confirm bearing strata support during construction. RockSol staff is familiar with AASHTO and CDOT geotechnical design methodology, as well as local geotechnical design practices for commercial and public sector facilities.

If Subsurface Utility Engineering (SUE) level mapping becomes necessary for underground utilities, RockSol looks forward to utilizing Horrocks Engineers on an as-needed basis. Horrocks is a full-service civil engineering and professional services firm, and their SUE staff provides all quality levels of SUE, mapping, Light Detection and Ranging, survey, and testholes to obtain accurate subsurface utility data.

On-Call Quality Assurance and Materials Testing

Our approach to construction inspection and quality assurance materials testing is designed to ensure the City of Grand Junction's needs are always met. Assigned staff members are always fully committed to their project assignment. RockSol follows a basic 3-step path to guarantee success for all of our construction management projects.

RockSol 3-Step Path to a Successful Project

- 1 Review Plans and Specifications
- 2 Coordinate with City Staff and Stakeholders
- 3 Participate in Preconstruction Activities and Attend Progress Meetings with City Staff, Contractor, Subcontractors, and Other Project Stakeholders

1. Reviewing Plans and Specifications

The RockSol team understands the importance of reviewing plans prior to beginning various operations to garner a thorough knowledge of the upcoming work. This review also helps to identify where key challenges may occur, preventing critical issues from developing into major problems.

2. Coordinate with City Staff and Stakeholders

After the initial review, our team will meet with the City of Grand Junction project manager to coordinate and schedule the required work. Our ultimate goal is to serve as an extension of the City, and, if requested, we can facilitate coordination with other City staff members, including the traffic, engineering, and environmental disciplines. This potential facilitation includes meeting with City staff to resolve any problems or questions resulting from the review of the project plans and establishing expectations to ensure all City department voices are heard. We also have extensive experience meeting with stakeholders, including other affected municipalities, utilities, adjacent businesses, and residents, to ensure project communication is disseminated in the most effective way possible.

3. Participate in Preconstruction Activities and Attend Progress Meetings

Our assigned testing staff members will attend the preconstruction, pre-paving, and all other pre-work meetings along with progress meetings and any other key meetings. We understand that the City of Grand

Junction businesses and residents require a high level of transparency regarding transportation and utilities projects and are prepared to provide superb public outreach, as we have done on past projects.

Most importantly, RockSol is committed to maintaining continuity on each project by keeping the same personnel and the same testing equipment on the job from start to final acceptance. Utilizing the same equipment throughout the entire job ensures consistency in test results from start to finish. Maintaining consistency in staff develops long-term relationships with the City of Grand Junction staff and contractors, allowing enhanced project coordination and continuity.

All of our materials testers have extensive experience with a wide range of transportation projects. Our personnel are highly familiar with a variety of agency processes, procedures, and requirements, and will work to ensure conformity with plans and specifications for all construction elements. Our testing personnel have served on numerous projects and their materials books have been audited by CDOT and FHWA, earning commendations for their accuracy and thoroughness.

Our Head Tester, Dennis Compton, will conduct final reviews of materials books on projects to ensure that all work meets the City of Grand Junction's standards.



Below are the typical steps taken for development of an On-Call Workplan for testing. This is a process that RockSol has used successfully on past projects, but we understand that the City of Grand Junction's policies and procedures take precedence, and we will follow whatever process is used by the City.

- The City of Grand Junction contacts RockSol with a request for services on an upcoming project
- The PM will review the Plans, Specifications, and Summary of Approximate Quantities to familiarize himself with the scope of work needed
- Dave will develop a testing and inspection schedule and frequency based on the project quantities. This will typically follow the CDOT Field Materials Manual or Local Agency Schedule for random sampling.
- The PM will complete the testing schedule in a format similar to CDOT Form 250 or equivalent as directed. All testing will be in accordance with CDOT, ASTM and AASHTO standards.
- The PM will develop a draft cost work sheet with expected time commitments to meet the testing frequency and provide that to the City of Grand Junction for review and acceptance.
- A tester will be assigned to the project to complete the tasks assigned. Our tester will attend all requested meetings such as project pre-construction meetings, daily or weekly project briefings, safety meetings, etc.
- The assigned tester will provide all forms, summary sheets, source documentation, project diaries and test results daily, as well as all hourly timesheets weekly to the project engineer.
- Project Personnel will report any materials found to be out of compliance with the specifications on a CDOT Form 626, or appropriate City of Grand Junction transmittal form, and distribute the form to the Project Engineer and contractor immediately and followup within 12 hours of the failing result.
- If the project is CDOT or FHWA funded, with associated oversight, the tester will schedule and document all required Independent Assurance Tests for projects in accordance with Form 379.
- All required certificates of compliance (COCs), certified test reports (CTRs), approved products listings (APLs), and pre-inspection items will be documented in the project materials books before the item is paid on the monthly estimates.
- All testing documentation will be summarized and provided in accordance with AASHTO, or if applicable, City of Grand Junction standards and procedures. Typically, testing and inspection reports are provided daily for acceptance purposes, but all final project documentation will be categorized and provided in a summary format and kept up to date and available for review at any time during the project.
- If requested the head tester will perform interim reviews of all documentation to assure the schedule is being met and any changed conditions or requirements are being properly addressed, as recommended by our Quality Assurance process.
- Typically, the final project documentation is completed and submitted to Mesa County within 10 days of the project acceptance. This final documentation will be stamped and sealed by the professional engineer, Dave Eller.

Project Controls

RockSol believes that project success begins with having excellent controls in place to manage schedules, costs, and quality. Over the years, our team has developed tools and methods to ensure seamless delivery of our projects.

Schedule Management

Project Schedule | Meeting and exceeding project schedules is paramount to delivering a successful project. Dave will manage the project schedule, ensuring milestones are met and tasks are delivered on time. He will work to deliver tasks ahead of schedule whenever possible. Dave will assign the appropriate people to each task.

Personnel Resources | The combined resources of the RockSol team allow us to assign sufficient staff to meet the project schedule. Dave will work closely with the City of Grand Junction to accommodate changing project developments. Our staff is flexible and able to adapt to shifting schedules, especially in order to meet accelerated design time frames.

Cost Control Management

Budget Management | RockSol is committed to providing clients with superior quality projects—under budget and on schedule—through the use of effective communication of costs spent to date. We work closely with our clients early in the scoping process to develop a budget that reflects a clear understanding of the project.

Controlling Consultant Costs | Dave is adept at tracking and controlling costs on transportation projects, and he is dedicated to ensuring all RockSol costs are justified. Our Project Management System is designed to track individual task orders. Each month, invoices and progress reports will be provided to the City's project manager. If requested, we can also provide a Cost Projection Worksheet, as we have on other projects. A sample of this is shown below, taken from the US 6, Mack to Fruita project.

Quality Controls

As a quality-conscious organization, RockSol strives to provide the highest quality service to all clients. We are committed to excellence with an emphasis in quality assurance for all disciplines of service offered to the City of Grand Junction. Our reputation is built on our dedication to exceeding our client's expectations.

- We strive to understand each individual project goal, and clearly define the budget, scope, and schedule.
- We staff qualified, experienced individuals who are thoroughly familiar with the specific design elements of the project and the client processes.

- We provide effective project management, including tracking progress against schedule and budget, and responding rapidly to client needs.
- We endeavor to communicate regularly and effectively with clients and staff to control consultant costs.
- We use our Quality Management System to ensure high-quality services that conform to contract specifications

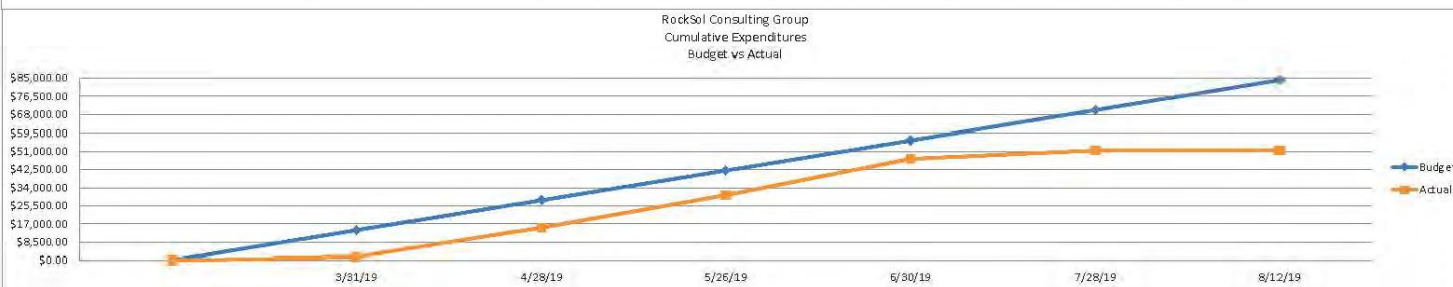
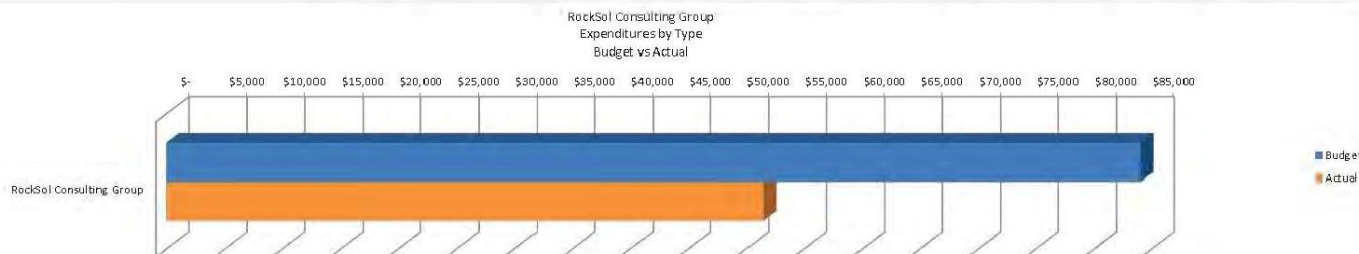
We have earned ISO 9001:2015 certification, demonstrating our commitment to quality.

Quality Management System (QMS) | RockSol utilizes a comprehensive QMS to ensure that our services meet or exceed client expectations and that our work is completed correctly the first time. To ensure work is performed in a cost-effective, documented, and controlled manner, the QMS incorporates our Quality Assurance/Quality Control (QA/QC) program with a focused look at customer satisfaction, planning, and integration into our work processes.

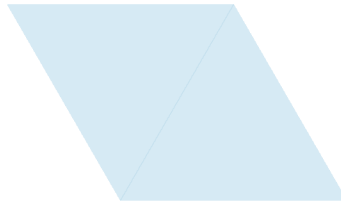
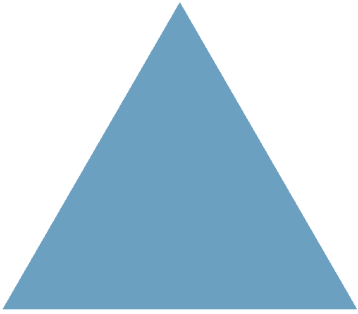
RockSol has established checking procedures to ensure multiple people review and edit all deliverables, including geotechnical reports as well as materials documentation. Having these established procedures allows for the delivery of superior quality products to our clients.

RockSol Consulting Group - Construction Inspection and Materials Testing Services
NHPP 006A-064 (21926) - US 6 Mack to Fruita
Cost Projections
Final as of August 12, 2019

| Name | Budget | | 3/31/19 | 4/28/19 | 5/26/19 | 6/30/19 | 7/28/19 | 8/12/19 | Total to Date thru 8/12/2019 | Variance % | % Complete |
|--------------------------|-----------|-----------------|-----------|-----------|-----------|-----------|-----------|-----------|------------------------------|------------|------------|
| RockSol Consulting Group | \$ 84,073 | Original Budget | \$ 14,012 | \$ 14,012 | \$ 14,012 | \$ 14,012 | \$ 14,012 | \$ 14,012 | \$ 84,073 | | |
| | | Actual Charges | \$ 1,643 | \$ 13,566 | \$ 15,278 | \$ 16,969 | \$ 3,969 | \$ 84 | \$ 51,509 | 38.73% | 100.00% |



| REFERENCES



REFERENCES

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Rob Beck, PE

CDOT Region 3
Grand Junction Resident Engineer
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robert.beck@state.co.us

Greg Muhonen, PE

Town of Estes Park
Director of Public Works
970.577.3581
gmuhonen@estes.org

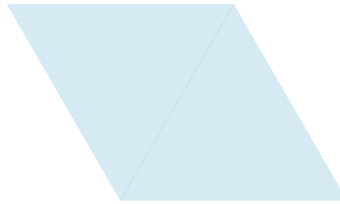
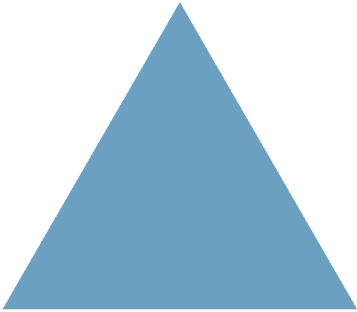
Dan Woodward

City of Fort Collins
Project Manager
970.416.4203
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Gerrit Slatter, PE

City of Boulder
Principal Transportation Engineer
303.441.1978
SlatterG@bouldercolorado.gov

| FEE PROPOSAL



HOURLY RATE SHEET



RockSol's Schedule of Hourly Rates
For January 1 to December 31, 2020

RockSol Standard Fee Schedule
for City of Grand Junction

| <i>Employee Classification/Years of Experience</i> | <i>Hourly Rate*</i> |
|--|---------------------|
| Senior Project Manager | \$197.00 |
| Senior Geotechnical Engineer | \$159.00 |
| Senior Geological Engineer | \$118.00 |
| Staff Engineer and Engineer-in-Training | \$96.00 |
| Technician III (Lab or Field Manager) | \$89.50 |
| Technician II (2 to 15 years) | \$77.00 |
| Technician I (Less than 2 yrs) | \$67.00 |
| Drafting Technician | \$92.00 |
| Project Control and Admin | \$79.00 |

**Note: rates are subject to escalation for subsequent calendar years*

- | | |
|--|-------------------------|
| • Mileage | Federal Government Rate |
| • Travel | At Cost |
| • Drilling | At Cost |
| • Outside Services | At Cost |
| • Public Involvement Supplies/Mailings | At Cost |



Standard Procedures for Soil Tests

| Title Description | Test Method | | Price per Test |
|---|-------------|-------|----------------------|
| | AASHTO | ASTM | |
| Particle Size Analysis of Soils | T88 | D422 | \$246.00 |
| Liquid Limit / Plastic Limit and Plasticity Index of Soils | T89 & T90 | D4318 | \$95.00 |
| The Moisture-Density Relations of Soils Using a 5.5 lb [2.5 kg] Rammer and a 12 in. [305 mm] Drop | T99 | D698 | \$150.00 |
| Specific Gravity of Soil Solids by Water Pycnometer | T100 | D854 | \$75.00 |
| Plastic Fines in Graded Aggregates & Soils by Use of the Sand Equivalent Test | T176 | D2419 | \$125.00 |
| Moisture-Density Relations of Soils Using a 10 lb [4.54 kg] Rammer and an 18 in. [457 mm] Drop | T180 | D1557 | \$170.00 |
| Unconfined Compressive Strength of Cohesive Soils | T208 | D2166 | \$95.00 |
| One-Dimensional Consolidation Properties of Soils Using Incremental Loading | T216 | D2435 | \$480.00 |
| One-Dimensional Swell or Settlement Potential of Cohesive Soils | - | D4546 | \$140.00 |
| Determination of Moisture Content of Soils | T265 | D2216 | \$17.00 |
| In-Place Density and Moisture Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth) | T310 | D6938 | \$83 per hourly rate |
| Amount of Material in Soils Finer than the No 200 (75mm) Sieve | - | D1140 | \$65.00 |
| pH of Soils | - | D4972 | \$38.00 |
| Compressive Strength of Elastic Moduli of Intact Rock Core Specimens | - | D7012 | \$193.00 |
| Measurement of Soil Resistivity Using the Two-Electrode Soil Box Method | - | G187 | \$150.00 |
| Water Soluble Sulfate (CP-L 2103) | - | - | \$60.00 |

Standard Procedures for Aggregate Tests

| Title Description | Test Method | | Price per Test |
|--|-------------|-------------|----------------|
| | AASHTO | ASTM | |
| Sieve Analysis of Fine and Coarse Aggregates (including materials finer than No. 200 sieve by washing) | T11 & T27 | C117 & C136 | \$95.00 |
| Bulk Density "Unit Weight" & Voids in Aggregate | T19 | C29 | \$63.00 |
| Organic Impurities in Fine Aggregates for Concrete | T21 | C40 | \$94.00 |
| Test Method for Determining the Percentage of Fractured Particles in Coarse Aggregate | TP61 | D5821 | \$99.00 |
| Specific Gravity and Absorption of Fine Aggregate | T84 | C128 | \$94.00 |
| Specific Gravity and Absorption of Coarse Aggregate | T85 | C127 | \$81.00 |
| Plastic Fines in Graded Aggregates & Soils by Use of the Sand Equivalent Test | T176 | D2419 | \$125.00 |
| Total Moisture Content of Aggregate by Drying | T255 | C566 | \$17.00 |
| Uncompacted Void Content of Fine Aggregate | T304 | C1252 | \$129.00 |

Standard Procedures for Concrete Tests

| Title Description | Test Method | | Price per Test |
|--|-------------|-------|----------------------|
| | AASHTO | ASTM | |
| Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens | T22 | C39 | \$27.00 |
| Standard Test Method for Compressive Strength of Hydraulic Cement Mortar (Using 50mm or 2" Cube Specimens) | T106 | C109 | \$35.00 |
| Standard Test Method for Slump of Hydraulic Cement Concrete | T119 | C143 | \$83 per hourly rate |
| Test Method for Density "Unit Weight", Yield, & Air Content (Gravimetric) of Concrete | T121 | C138 | \$83 per hourly rate |
| Standard Practice for Making and Curing Concrete Test Specimens in the Field | T23 | C31 | \$83 per hourly rate |
| Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method | T152 | C231 | \$83 per hourly rate |
| Standard Test Method for Temperature of Freshly Mixed Portland Cement Concrete | - | C1064 | \$83 per hourly rate |
| Flexural Strength of Concrete (Using Simple Beam with Third Point Loading) | T97 | C78 | \$70.00 |
| Standard Test Method for Measuring Thickness of Concrete Elements Using Drilled Concrete Cores | T148 | C174 | \$65.00 |

Standard Procedures for Concrete Masonry Units Tests

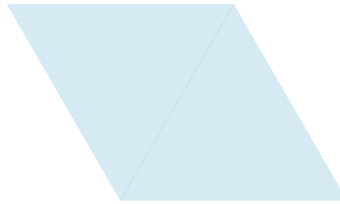
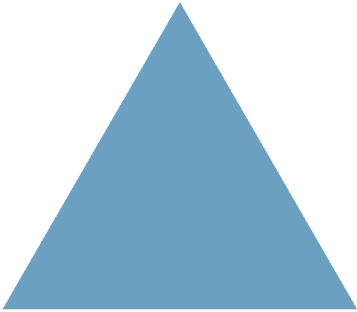
| Title Description | Test Method | | Price per Test |
|--|-------------|---------------|----------------|
| | AASHTO | ASTM | |
| Standard Test Method for Sampling and Testing Concrete Masonry Units (including capping) | - | C140 & C1552 | \$171.00 |
| Standard Test Method for Sampling and Testing Grout | - | C1019 | \$73.00 |
| Standard Test Method for Compressive Strength of Masonry Prisms (including capping) | - | C1314 & C1552 | \$171.00 |

Standard Procedures for Hot Mix Asphalt Tests

| Title Description | Test Method | | Price per Test |
|--|-------------|-------|----------------------|
| | AASHTO | ASTM | |
| Mechanical Analysis of Extracted Aggregate | T30 | D5444 | \$95.00 |
| Bulk Specific Gravity of Compacted Asphalt Mixtures Using Saturated Surface-Dry Specimens | T166 | D2726 | \$39.00 |
| Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures | T209 | D2041 | \$129.00 |
| Stability and Flow by Marshall Method | T245 | D6927 | \$203.00 |
| Resistance to Deformation and Cohesion of Bituminous Mixtures by Means of Hveem Apparatus | - | D1560 | \$325.00 |
| Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures | T269 | D3203 | \$449.00 |
| Effect of Moisture on Asphalt Concrete Paving Mixtures (Lottman) | T283 | D4867 | \$502.00 |
| Asphalt Cement Content of Asphalt Concrete Mixtures by the Nuclear Method | T287 | D4125 | \$106.00 |
| Correction Factor for Asphalt Cement Content of Asphalt Concrete Mixtures by the Nuclear Method | - | - | \$426.00 |
| Determining the Asphalt Binder Content of Hot Mix Asphalt by the Ignition Method | T308 | D6307 | \$149.00 |
| Correction Factor for Determining the Asphalt Binder Content of Hot Mix Asphalt by the Ignition Method | - | - | \$385.00 |
| In-Place Density and Moisture Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth) | T310 | D2950 | \$83 per hourly rate |

Revision Date: 1/23/2019

| LEGAL PROCEEDINGS



LEGAL STATEMENT

Neither RockSol Consulting Group, Inc. (RockSol) nor any of its principals have been named in any claim or lawsuit related to RockSol's services.



DENVER METRO OFFICE (HQ)

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WESTERN SLOPE OFFICE

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DESCRIPTIONS (Continued from Page 1)

The General Liability, Automobile Liability, Umbrella/Excess insurance applies on a primary and non contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation. The Umbrella / Excess Liability policy provides excess coverage over the General Liability, Automobile Liability and Employers Liability.

Please note that Additional Insured status does not apply to Professional Liability or Workers' Compensation.

RE: Job #RFP-4739-20-DH.

Additional Insured Includes: City of Grand Junction (Owner), it's officers and employees.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|--|
| <p>A. Non-Owned Watercraft – 75 Feet Long Or Less</p> <p>B. Who Is An Insured – Unnamed Subsidiaries</p> <p>C. Who Is An Insured – Retired Partners, Members, Directors And Employees</p> <p>D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees</p> <p>E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies</p> <p>F. Blanket Additional Insured – Controlling Interest</p> <p>G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers</p> | <p>H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises</p> <p>I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</p> <p>J. Incidental Medical Malpractice</p> <p>K. Medical Payments – Increased Limit</p> <p>L. Amendment Of Excess Insurance Condition – Professional Liability</p> <p>M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement</p> <p>N. Contractual Liability – Railroads</p> |
|--|--|

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

- (2) A watercraft you do not own that is:
- (a) 75 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:

- e. Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

COMMERCIAL GENERAL LIABILITY

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

- (1) "Bodily injury":
 - (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
 - (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

- (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

- (a) Owned, occupied or used by; or
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
- you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of SECTION II – WHO IS AN INSURED:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

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subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE:**

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c.** Any easement or license agreement;
2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle a claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

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- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that

- is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;
- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) 50 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

- (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or

(6) An aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity

i. War

"Bodily injury" or "property damage" arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and

accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

- (1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

COMMERCIAL GENERAL LIABILITY

(2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph (1) above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

t. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the

employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

Exclusions c. through n. do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

- (1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or
- (2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party

against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

- (1) Copyright;
- (2) Patent;
- (3) Trade dress;
- (4) Trade name;
- (5) Trademark;
- (6) Trade secret; or
- (7) Other intellectual property rights or laws.

This exclusion does not apply to:

- (1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or
- (2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

- (1) Advertising, "broadcasting" or publishing;

(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a.(1), (2) and (3) of the definition of "personal injury".

For the purposes of this exclusion:

(1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

(2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or

neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

(1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.

(2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph (1) above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or

assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal injury" to:

(1) A person arising out of any:

- (a) Refusal to employ that person;
- (b) Termination of that person's employment; or
- (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph (a) , (b) , or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or

(3) Because of your operations; provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

- a. **Any Insured**
To any insured, except "volunteer workers".
- b. **Hired Person**
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. **Injury On Normally Occupied Premises**
To a person injured on that part of premises you own or rent that the person normally occupies.
- d. **Workers' Compensation And Similar Laws**
To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. **Athletics Activities**
To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.
- f. **Products-Completed Operations Hazard**
Included within the "products-completed operations hazard".
- g. **Coverage A Exclusions**
Excluded under Coverage A .

SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been

assumed by the insured in the same "insured contract";

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverages – Coverage A – Bodily Injury And Property Damage Liability or Paragraph 2.e. of Section I – Coverages – Coverage B – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

- 2. Each of the following is also an insured:
 - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer

workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a) , (b) , (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- (2) "Property damage" to property:
 - (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
 - you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.

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- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:
 - (1) 50 feet long or less; and
 - (2) Not being used to carry any person or property for a charge.
- 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. An organization, other than a partnership, joint venture or limited liability company; or
- b. A trust;
as indicated in its name or the documents that govern its structure.
- 4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:
 - a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.
- 5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:
 - a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
 - b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint

venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II – Who Is An Insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C ;
 - b. Damages under Coverage A , except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B .
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A ; and
 - b. Medical expenses under Coverage C ; because of all "bodily injury" and "property damage" arising out of any one "occurrence".

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
 - b. \$300,000 if no amount is shown for the "Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**
Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.
2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**
 - a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

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- (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- e. The following provisions apply to Paragraph a. above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:
- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.
 - (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
 - (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;
 - (ii) A manager of any limited liability company;
 - (iii) An executive officer or director of any other organization; or
 - (iv) A trustee of any trust;that is your partner, joint venture member, manager or trustee; or
 - (b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph e.(1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.
- However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.
- ### 3. Legal Action Against Us
- No person or organization has a right under this Coverage Part:
- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
 - b. To sue us on this Coverage Part unless all of its terms have been fully complied with.
- A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;
- (iii) Any risk retention group; or
- (iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

- (ii) That is insurance for "premises damage";
- (iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;
- (iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies; or
- (v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":
- a. Means injury caused by one or more of the following offenses:
 - (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
 - (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light; or
 - (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
 - b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.
3. "Auto" means:
- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.
- However, "auto" does not include "mobile equipment".
4. "Bodily injury" means:
- a. Physical harm, including sickness or disease, sustained by a person; or
 - b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
5. "Broadcasting" means transmitting any audio or visual material for any purpose:
- a. By radio or television; or
 - b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
 - (1) Radio or television programming being transmitted;
 - (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
 - (3) Advertising transmitted with any of such programming.
6. "Coverage territory" means:
- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;
- provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph a. above, or in a settlement we agree to.
7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

COMMERCIAL GENERAL LIABILITY

- 10.** "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.
- 11.** "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.
- 12.** "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.
- 13.** "Insured contract" means:
- A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";
 - A sidetrack agreement;
 - Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - An elevator maintenance agreement;
 - That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- Paragraph f. does not include that part of any contract or agreement:
- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
 - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection, architectural or engineering activities.
- 14.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- 15.** "Loading or unloading" means the handling of property:
- After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - While it is in or on an aircraft, watercraft or "auto"; or
 - While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
- 16.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - Vehicles maintained for use solely on or next to premises you own or rent;
 - Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- (1) Power cranes, shovels, loaders, diggers or drills; or
- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- (2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

17. "Occurrence" means:

a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

- (1) False arrest, detention or imprisonment;
- (2) Malicious prosecution;
- (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
- (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

- (a) Appropriates a person's name, voice, photograph or likeness; or
- (b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

20. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

COMMERCIAL GENERAL LIABILITY

21. "Premises damage" means:

- a. With respect to the first paragraph of the exceptions in Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or
- b. With respect to the exception to Exclusions **c.** through **n.** in the last paragraph of Paragraph **2.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:
 - (1) Fire;
 - (2) Explosion;
 - (3) Lightning;
 - (4) Smoke resulting from fire, explosion or lightning; or
 - (5) Water.

But "premises damage" under this Paragraph **b.** does not include "property damage" to any premises caused by:

- (1) Rupture, bursting, or operation of pressure relief devices;
- (2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or
- (3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

22. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your

contract calls for work at more than one job site.

- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

23. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

24. "Slogan":

- a. Means a phrase that others use for the purpose of attracting attention in their advertising.
- b. Does not include a phrase used as, or in, the name of:
 - (1) Any person or organization, other than you; or
 - (2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

- 25.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 26.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 27.** "Title" means a name of a literary or artistic work.
- 28.** "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.
- 29.** "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 30.** "Your product":
- a.** Means:
 - (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
 - (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b.** Includes:
 - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2)** The providing of or failure to provide warnings or instructions.
 - c.** Does not include vending machines or other property rented to or located for the use of others but not sold.
- 31.** "Your work":
- a.** Means:
 - (1)** Work or operations performed by you or on your behalf; and
 - (2)** Materials, parts or equipment furnished in connection with such work or operations.
 - b.** Includes:
 - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2)** The providing of or failure to provide warnings or instructions.

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GENERAL PURPOSE ENDORSEMENT
OFFICE PAC

POLICY NUMBER: 6806H281978
ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CG2037 (07-04) - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAMES OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the products-completed operations hazard, provided that such contract was signed and executed by you before, and is in effect when, the "bodily injury or "property damage" occurs.

LOCATION AND DESCRIPTION OF COMPLETED OPERATIONS:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

(INFORMATION REQUIRED TO COMPLETE THIS SCHEDULE, IF NOT SHOWN ABOVE, WILL BE SHOWN IN THE DECLARATIONS.)

A. SECTION II - WHO IS AN INSURED IS AMENDED TO INCLUDE AS AN ADDITIONAL INSURED THE PERSON(S) OR ORGANIZATION(S) SHOWN IN THE SCHEDULE, BUT ONLY WITH RESPECT TO LIABILITY FOR "BODILY INJURY", "PROPERTY DAMAGE" CAUSED, IN WHOLE OR IN PART, BY "YOUR WORK" AT THE LOCATION DESIGNATED AND DESCRIBED IN THE SCHEDULE OF THIS ENDORSEMENT PERFORMED FOR THAT ADDITIONAL INSURED AND INCLUDED IN THE "PRODUCTS-COMPLETED OPERATIONS HAZARD".

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GENERAL PURPOSE ENDORSEMENT
OFFICE PAC

POLICY NUMBER: 6806H281978
ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CGD361 (03-05) - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAMES OF ADDITIONAL INSURED PERSON(S) Or ORGANIZATION(S): Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed and executed by you before, and is in effect when, the bodily injury or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

LOCATION OF COVERED OPERATIONS:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies

(INFORMATION REQUIRED TO COMPLETE THIS SCHEDULE, IF NOT SHOWN ABOVE, WILL BE SHOWN IN THE DECLARATIONS.)

A. SECTION II - WHO IS AN INSURED IS AMENDED TO INCLUDE AS AN ADDITIONAL INSURED THE PERSON(S) OR ORGANIZATION(S) SHOWN IN THE SCHEDULE, BUT ONLY WITH RESPECT TO LIABILITY FOR "BODILY INJURY", "PROPERTY DAMAGE", "PERSONAL INJURY" OR "ADVERTISING INJURY" CAUSED, IN WHOLE OR IN PART, BY:

**1. YOUR ACTS OR OMISSIONS; OR
2. THE ACTS OR OMISSIONS OF THOSE ACTING ON YOUR BEHALF; IN THE PERFORMANCE OF YOUR ONGOING OPERATIONS FOR THE ADDITIONAL INSURED(S) AT THE LOCATION(S) DESIGNATED ABOVE.**

B. WITH RESPECT TO THE INSURANCE AFFORDED TO THESE ADDITIONAL INSURED, THE FOLLOWING ADDITIONAL EXCLUSIONS APPLY;

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an

GENERAL PURPOSE ENDORSEMENT
OFFICE PAC

POLICY NUMBER:

ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CGD361 (03-05) - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

offense committed, after:

1. ALL WORK, INCLUDING MATERIALS, PARTS OR EQUIPMENT FURNISHED IN CONNECTION WITH SUCH WORK, ON THE PROJECT (OTHER THAN SERVICE, MAINTENANCE OR REPAIRS) TO BE PERFORMED BY OR ON BEHALF OF THE ADDITIONAL INSURED(S) AT THE LOCATION OF THE COVERED OPERATIONS HAS BEEN COMPLETED;
OR
2. THAT PORTION OF "YOUR WORK" OUT OF WHICH THE INJURY OR DAMAGE ARISES HAS BEEN PUT TO ITS INTENDED USE BY ANY PERSON OR ORGANIZATION OTHER THAN ANOTHER CONTRACTOR OR SUBCONTRACTOR ENGAGED IN PERFORMING OPERATIONS FOR A PRINCIPAL AS A PART OF THE SAME PROJECT.

CGD361 0305

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Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BLANKET ADDITIONAL INSURED B. EMPLOYEE HIRED AUTO C. EMPLOYEES AS INSURED D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS E. TRAILERS – INCREASED LOAD CAPACITY F. HIRED AUTO PHYSICAL DAMAGE G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | <ul style="list-style-type: none"> H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT I. WAIVER OF DEDUCTIBLE – GLASS J. PERSONAL PROPERTY K. AIRBAGS L. AUTO LOAN LEASE GAP M. BLANKET WAIVER OF SUBROGATION |
|---|---|

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, *but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.*

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while

performing duties related to the conduct of *your business*.

2. The following replaces Paragraph b. in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:



COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4) of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of SECTION I – COVERED AUTOS:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

(a) \$50,000;

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph C.1.b. of SECTION III – PHYSICAL DAMAGE COVERAGE is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Property Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



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**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 13 (00) - 01**

POLICY NUMBER:

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS
COMPLETED A WRITTEN AGREEMENT TO PROVIDE THIS WAIVER.**

DATE OF ISSUE:

ST ASSIGN:

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