



Purchasing Division

CONTRACT AMENDMENT NO. 1

DATE: June 30, 2021
FROM: City of Grand Junction Purchasing Division
TO: AARC Consultants, LLC
RE: Professional Consulting Services for America’s Water Infrastructure Act (AWIA) Risk and Resilience Assessment RFP-4859-21-DH

The above referenced contract shall be clarified, modified, superseded and supplemented as to this date as hereinafter described.

Section 2.15 of the contract documents shall be modified as follows:

2.15 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. Such information includes, but is not limited to, any and all specifications, operating data, pricing, costs, scientific or technical information, design, process, procedure, formula, improvement, technology or method as well as concepts, reports, know-how, works-in-progress, development tools, specifications, computer software, source and object codes, databases, inventions and materials or information in connection therewith, and the information contained therein, are proprietary and confidential information of the Owner. Such materials and information may be considered trade secrets of Owner and any unlawful disclosure of such materials or information will result in damages to the disclosing party. The receiving party will hold in confidence all such materials and information; however, the receiving party may disclose such materials and information to the party's employees for the purpose of performing the receiving party's obligations under the Contract Documents and any addendum hereto.

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

All other conditions remain the same.

CITY OF GRAND JUNCTION/MESA COUNTY, COLORADO

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

6/30/2021 | 14:36 MDT

Date

AARC Consultants, LLC

DocuSigned by:
By: Scott Thomas - Vice President, AARC Consultants, LLC
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Scott Thomas - Vice President, AARC Consultants, LLC

6/30/2021 | 12:45 MDT

Date



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this 18th day of March, 2021 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 AARC Consultants, LLC 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, services, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as Professional Consulting Services for America's Water Infrastructure Act (AWIA) Risk and Resilience Assessment RFP-4859-21-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;

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

ARTICLE 1

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

The order of contract document governance shall be as follows:

- a. The body of this contract agreement;
- b. Solicitation Documents for the Project; **Professional Consulting Services for America's Water Infrastructure Act (AWIA) Risk and Resilience Assessment**;
- c. Firms Response to the Solicitation, including Pricing Proposal Responses;
- d. Services Change Requests (directing that changed Services be performed);

e. Change Orders.

ARTICLE 2

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

ARTICLE 3

Contract 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 not to exceed cost of **Ninety Thousand Nine Hundred Ninety-Five and 00/100 Dollars (\$90,995.00)**. If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional 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* 3/23/2021 | 17:19 MDT
9F799E7958F448C...
Duane Hoff Jr., Senior Buyer- City of Grand Junction Date

AARC Consultants, LLC

DocuSigned by:
By: *Scott Thomas - Vice President, AARC Consultants, LLC* 3/23/2021 | 17:16 MDT
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Scott Thomas - Vice President, AARC Consultants, LLC Date



**Request for Proposal
RFP-4859-21-DH**

**Professional Consulting Services for America's Water
Infrastructure Act (AWIA) Risk and Resilience
Assessment**

RESPONSES DUE:

January 27, 2021 prior to 3:00 PM

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)

IMPORTANT NOTICE:

Due to the recent developments with increased COVID-19 cases in Mesa County, public in-person bid openings are temporarily being suspended. Bid openings will still take place on their designated date and time virtually, and bid tabulations will still be posted for public view/access. Once the crisis has passed, public in-person bid openings will resume as normal. Attached is the virtual link and information to attend the bid opening. Public may addend through the link, or via phone.

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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Section

- 1.0 Administrative Information and Conditions for Submittal**
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- 6.0 Evaluation Criteria and Factors**
- 7.0 Solicitation Response Form**

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 consulting/analysis firms to provide a risk and resilience assessment for the America's Water Infrastructure Act (AWIA) for the City of Grand Junction Water System.
- 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 Non-Mandatory Pre-Proposal Meeting:** **Prospective Offerors are encouraged to attend a non-mandatory pre-proposal meeting on January 6, 2021 at 10:00 am. This meeting will be held virtually through GoToMeeting Connect, link and information below.** The purpose of this visit will be to inspect and to clarify the contents of this Statement of Qualifications (SOQ), and provide a tour of the Hallenbeck Ranch property.

Please join Pre-Proposal Meeting - Professional Consulting Services for America's Water Infrastructure Act (AWIA) Risk and Resilience Assessment on GoToConnect from your computer using the Chrome browser.

<https://my.jive.com/meet/630693397>

You can also dial in using your phone.

US: (646) 749-3129

Access Code: 630-693-397

- 1.5 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.
- 1.6 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.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/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**).

Please join Solicitation Opening, RFP-485-21-DH, Professional Consulting Services for America's Water Infrastructure Act (AWIA) Risk and Resilience Assessment on GoToConnect from your computer using the Chrome browser.
<https://my.jive.com/meet/211969613>

You can also dial in using your phone.
US: (571) 317-3116

Access Code: 211-969-613

- 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 is 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. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Firm for the performance of the services under the Contract Documents. Upon receipt of written notice that the services is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when they find the services acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Firm, of the value of services performed and materials placed in accordance with the Contract Documents. The services performed by Firm shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of services in the applicable community. The services and services to be performed by

Firm hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

- 2.6. Protection of Persons & Property:** The Firm shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Firm shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Firm in the execution of the services, or in consequence of the non-execution thereof by the Firm, they shall restore, at their own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.7. 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.
- 2.8. 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.
- 2.9. 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.
- 2.10. 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.
- 2.11. 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.
- 2.12. 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.

- 2.13. 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.
- 2.14. 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.
- 2.15. 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.
- 2.16. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.17. 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.
- 2.18. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the services proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.
- 2.19. 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.
- 2.20. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.20.1. 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.

- 2.20.2. 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.
- 2.20.3. 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.

- 2.21. 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 services 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).
- 2.22. 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.
- 2.23. 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.
- 2.24. 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.
- 2.25. 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.
- 2.26. Indemnification:** Offeror shall defend, indemnify and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, sub-contractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.27. 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 Workers' Compensation, normally provided by the Owner for its employees.

- 2.28. 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.
- 2.29. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.30. 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.
- 2.31. 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.
- 2.32. 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.
- 2.33. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and can not be charged to the Owner.
- 2.34. 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.
- 2.35. 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.
- 2.36. 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.
- 2.37. 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.

- 2.38. 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.
- 2.39. 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.
- 2.40. 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.
- 2.41. 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.
- 2.42. 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.
- 2.43. Definitions:**
- 2.43.1. "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.
 - 2.43.2. The term "Services" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
 - 2.43.3. "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.

2.43.4. "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.

2.44. 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: Firm 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 paragraphs (b), and (c) 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/Background:** The City Grand Junction (City) is soliciting proposals from qualified consultants to complete a Risk and Resilience Assessment (RRA) and an update or rewrite of the existing Emergency Response Plan (ERP) in accordance with the America's Water Infrastructure Act (AWIA) (S. 3021, Pub. Law 115-270). Per Section 2013 of Title II, the AWIA requires utilities to conduct an RRA of their community water systems and to develop an ERP.

The City of Grand Junction Water System serves just over 29,000 customers with 9800 taps. The service area encompasses 9.5 square miles with 307 miles of water mains located in the central area of the Grand Junction City limits. The WTP is a 16 MGD direct filtration plant built in 1969, that had a major filter upgrade and SCADA system installation commence in 2016. The distribution system is all gravity-fed with 2- 4 MG storage tanks located within the WTP compound; there is a booster pump station located at the outer edge of the distribution system to maintain adequate pressure for fire flows. The City's watershed is located 20 miles to the east on top of the Grand Mesa, reaching up to 11,000' in elevation. Water is diverted from Kannah Creek into Juniata Reservoir, which serves as primary storage. There's a 17-mile pipeline that runs from Juniata Reservoir to the WTP as well as a 20 mile-long pipeline running from the Kannah Creek diversion all the way to the City WTP which serves as a backup supply. IT support, which integrates the latest in cybersecurity technology, is provided by the City's in-house IT Department.



Junjata Reservoir

4.2. Special Conditions/Provisions:

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

Provide a not to exceed cost using Solicitation Response Form found in Section 7, accompanied by a complete list of costs breakdown and rates sheets.

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

4.2.2 Non-Mandatory Pre-Proposal Meeting: Prospective Offerors are encouraged to attend a non-mandatory pre-proposal meeting on January 6, 2021 at 10:00 am. This meeting will be held virtually through GoToMeeting Connect, link and information below. The purpose of this visit will be to inspect and to clarify the contents of this Statement of Qualifications (SOQ), and provide a tour of the Hallenbeck Ranch property.

Please join Pre-Proposal Meeting - Professional Consulting Services for America's Water Infrastructure Act (AWIA) Risk and Resilience Assessment on GoToConnect from your computer using the Chrome browser.
<https://my.jvive.com/meet/630693397>

You can also dial in using your phone.
US: (646) 749-3129

Access Code: 630-693-397

4.3. Specifications/Scope of Services:

Project Overview, Required Proposal Elements, and Scope of Services

I. PROJECT OVERVIEW

The City of Grand Junction is soliciting proposals from qualified engineering and environmental consultants to provide a complete solution to the City's obligations

under the American Water Infrastructure Act (AWIA) (S. 3021, Pub. Law 115-270). The complete requirements of the services required to be provided under this contract may be reviewed at the EPA's website at:

<https://www.epa.gov/waterresilience/americas-water-infrastructure-act-risk-assessments-andemergency-response-plans>

The consultant shall prepare the assessment, emergency response plan, and any other submittals required under the act. The City shall provide data on existing infrastructure as needed for the consultant to complete the assessment. The consultant shall submit all required materials to the EPA or other agencies, or shall assist the City in making the submittal. The Consultant shall submit a complete proposal for the above-mentioned services as described in more detail below.

II. PROPOSAL REQUIREMENTS

Each of the required services shall be itemized and specifically addressed in the proposal. The proposal is not intended to be an expansive or elaborate document, but it should be thoughtfully composed and easy to understand. The proposal shall include a table of contents. The body of the proposal shall be no longer than fifteen (15) pages, not including the cover letter and appendices such as a current rate sheet, resumes, and other supporting documentation. The City will award the requested engineering services based on the clarity and responsiveness of the proposal, Consultant's experience with similar projects, and the Consultant's approach to due diligence and commitment to managing costs effectively. The City may, at its discretion, invite a shortlist of consultants to interview as part of the selection process. The proposal shall include the following items:

1. Project Team and Executive Summary – Identify all members of the engineering team assigned to this project. Delineate the time commitment and specific role for both the Principal-in-Charge and the Project Manager as they relate to successful completion of this project. Summarize your firm's area of expertise and experience on similar projects.
2. Project Management – Provide a methodology/work plan to meet the requirements of the scope of services. Include a critical path schedule identifying major phases in the scope of services, suggested workshop dates with City staff/representatives, and deliverables. Explain how your firm will coordinate and communicate with City staff/representatives. Identify your firm's protocol for managing budget.
3. Project Descriptions and References – Provide a detailed description of at least two (2) but not more than five (5) similar reports or assessments, for which your firm acted as lead consultant or design engineer of record. Reference projects may be AWIA reports, master planning reports, or other applicable studies or assessments. Provide the original contract price and final contract price, and explain any differences. Identify the rated capacity of the plant for which the report was prepared. Summarize your firm's accomplishments on each project, and provide a client reference and contact information.

4. Proposal Fee, Scope of Services, and Rates – The Consultant, at a minimum, shall include a detailed fee estimate in tabular format encompassing all charges (project team members, subconsultants, materials, overhead, and markup) to accomplish the scope of services described herein. At the Consultant’s discretion, value added services may be included in the proposal. If additional services are included in the proposal, the Consultant shall clearly separate those additional services. Include a current 2020-2021 standard hourly rate sheet in an appendix of the proposal.

III. SCOPE OF SERVICES

Services to be performed under this task shall include:

A. Risk and Resiliency Assessment and Emergency Response Plan The prospective consultant is encouraged to review the requirements and typical sections of the Risk and Resilience Assessment and Emergency Response Plan at the following website:

<https://www.epa.gov/waterresilience/americas-water-infrastructure-act-risk-assessments-andemergency-response-plans>

The scope of this project shall include the complete R&R Assessment and Emergency Response Plan. The specific subsections and unique aspects of the City of Grand Junction Water System will be discussed with the successful consultant after award of this work. The consultant shall also be responsible for submitting the above to the EPA, or assisting the City in its submission. The services procured under this RFP shall completely satisfy the requirements of the American Water Infrastructure Act. The final submission to the EPA must occur before June 30, 2021 (as required for municipalities servicing 3,301 to 49,999 people).

IV. PROJECT ADMINISTRATION

A. Consultant Expectations

- The Consultant shall participate in bi-weekly conference calls with the City to discuss project status, schedule, and budget. The Consultant shall prepare and submit a brief project summary with key performance/progress metrics prior to the conference call.
- The Consultant shall submit monthly billing statements identifying the work being performed under each category in the scope of services. The statements must be supported by daily work annotation and time commitment of each project team member.
- The Consultant shall collect and review existing water treatment plant as-built drawings and records, and shall meet with the Water Treatment and IT staff to gather further information. Promptly advise the City in the event that additional information on existing facilities is required.

B. Deliverables

- Risk and Resilience Assessment for City of Grand Junction WTP – 3 sets of the document, plus electronic submittal.

4.4. RFP Tentative Time Schedule:

- Request for Proposal available December 14, 2020
- Pre-Proposal Meeting January 6, 2021
- Inquiry deadline, no questions after this date January 13, 2021
- Addendum issued, if needed January 20, 2021
- Submittal deadline for proposals January 27, 2021
- City evaluation of proposals January 28 – February 4, 2021
- Interviews, if needed February 11-12, 2021
- Final selection February 17, 2021
- Contract execution week of February 22, 2021
- Project Kick-Off Meeting/Work Begins March 1, 2021
- On-Site Visit March 2021
- Final Submission to EPA June, 20 2021

4.5. Questions Regarding Scope of Services:

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

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.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/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 F**:

- 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 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. Include a **time schedule** for completion of your firm’s implementation plan and an estimate of time commitments from Owner staff.
- 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 not to exceed cost using Solicitation Response Form found in Section 7, accompanied by a complete list of costs breakdown and rates sheet.
- F. 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
- Understanding of the project and the objectives
- Experience/Demonstrated capability
- Strategy & Implementation Plan
- Fees

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 (if required):** The Owner reserves the right to invite the most qualified rated proposer(s) to participate in oral interviews, if needed.
- 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-4859-21-DH Professional Consulting Services for America's Water Infrastructure Act (AWIA) Risk and Resilience Assessment

Offeror must submit entire Form completed, dated and signed.

1) Not to exceed cost to provide professional consulting services for risk and resilience assessment for City of Grand Junction water system:

NOT TO EXCEED COST \$ _____

WRITTEN: _____ dollars.

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 Firm 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: January 7, 2021
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Professional Consulting Services for America's Water Infrastructure Act (AWIA) Risk and Resilience Assessment RFP-4859-21-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. Is the goal to integrate ERP with this project?

A. Yes, both the Risk Assessment (RA) and Emergency Response Plan (ERP) are part of this project.

2. Q. Does the City also want the ERP submitted by June 30, 2021?

A. Not necessarily, so long as the successful bidder is able to keep the City compliant with the certification deadlines, the ERP can be submitted after June 30, 2021 in accordance with the table below:

Certification Deadlines

Population Served	Risk and Resilience Assessment	Next 5-Year Cycle Submission Date
≥100,000	March 31, 2020	March 31, 2025
50,000-99,999	December 31, 2020	December 31, 2025
3,301-49,999	June 30, 2021	June 30, 2026
Population Served	Emergency Response Plan*	Next 5-Year Cycle Submission Date*
≥100,000	September 30, 2020	September 30, 2025
50,000-99,999	June 30, 2021	June 30, 2026
3,301-49,999	December 31, 2021	December 31, 2026

*Emergency response plan certifications are due six months from the date of the risk assessment certification. The dates shown above are certification dates based on a utility submitting a risk assessment on the final due date.

3. Q. When was the City's SWAP developed and by whom?

A. The City's SWAP was generated by CDPHE beginning in 2004; the website to access it is:
<https://cdphe.colorado.gov/swap-assessment-phase>

Our PWSID is CO-0139321

4. Q. What is The City looking to get out of this project looking forward?

A. Improvements that can increase security of our physical assets as well as IT.

5. Q. Who will be the main point of contact(s)?

- A. Mark Ritterbush – Project Manager
- B. Andy Thatchder – Water Treatment
- C. Richard White - IT

6. Q. What is the budget?

A. The budget amount is not being released for this project.

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

All other conditions of subject remain the same.

Respectfully,



Duane Hoff Jr., Senior Buyer
City of Grand Junction, Colorado



Purchasing Division

ADDENDUM NO. 2

DATE: January 14, 2021
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Professional Consulting Services for America's Water Infrastructure Act (AWIA) Risk and Resilience Assessment RFP-4859-21-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. Can you please confirm that the table of contents, covers, and solicitation response form are excluded from the page count?
 - A. Yes, those items are exempt from the solicitation response page count.
2. Q. Can you please confirm that the 15-page limit of the proposal applies to what is to be included in sections A-D of the proposal response as outlined in section 5.0 of the RFP?
 - A. Per Section 4.3 Specifications/Scope of Services, Item II Proposal Requirements, first paragraph, "...The bod of the proposal shall be no longer than fifteen (15) pages, not including the cover letter and appendices such as a current rate sheet, resumes, and other supporting documentation." As such, the 15 page limit pertains to Item B Qualifications/Experience/Credentials (not including resumes), and Item C Strategy and Implementation Plan.
3. Q. The instructions in the RFP regarding the Past Experience section ask us to "Identify the rated capacity of the plant for which the report was prepared." This is not germane to the past similar projects we have worked on. Can this be disregarded, or how should this be addressed?
 - A. If prior projects such as these did not involve a WTP per se, the rated treatment capacity of the facility can be disregarded. Providing that information does enable the City to better evaluate the firm's capability to address issues specific to our system size.
4. Q. I have a question regarding proposal organization and information. In the RFP, there are two different outlines included, as noted below. Is there a format that the City prefers? We will include all of the required information, but wanted to make sure we comply with City preference when considering the outline/format.

- In Section 4.3 II (Proposal Requirements):
 - Project Team and Exec. Summary
 - Project Management Methodology
 - Project Descriptions/References
 - Proposal Fee, Scope of Services, and Rates
- In Section 5 (Preparation and Submittal of Proposals):
 - Cover Letter
 - Quals/Experience/Credentials
 - Strategy and Implementation Plan
 - References
 - Fee
 - Additional Data

A. The requirements of Section 4.3 should be included in the items of Section 5 of the Firm's proposal response.

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

All other conditions of subject remain the same.

Respectfully,



Duane Hoff Jr., Senior Buyer
City of Grand Junction, Colorado



CITY OF GRAND JUNCTION, COLORADO



PROPOSAL FOR RISK & RESILIENCE ASSESSMENT AND EMERGENCY RESPONSE PLAN

January 27, 2021

**AARC Consultants
1700 Lincoln Street, 17th Floor
Denver, Colorado 80203**

Tel: (720) 575-7236 · Fax: (833) 771-AARC

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Regional Office:

1700 Lincoln Street, 17th Floor, Denver, CO. 80203 · Tel: (720) 575-7236 · Fax: (833) 771-AARC

Corporate Headquarters:

2000 W Sam Houston Parkway S, Ste. 850, Houston, TX 77042 · Tel: (713) 974-AARC · Fax: (713) 339-AARC



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(720) 575-7236

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(225) 406-7400

Bethesda, MD
(240) 479-4717

Buffalo, NY
(716) 800-2272

Charlotte, NC
(704) 972-2272

Chicago, IL
(312) 210-7264

Cincinnati, OH
(513) 589-2272

Lansing, MI
(517) 657-5666

Lexington KY
(859) 407-5990

Philadelphia, PA
(267) 996-3577

Phoenix, AZ
480-631-7770

Portland, ME
(207) 888-4773

Portland, OR
(971) 339-4555

Wichita, KS
(316) 618-9130

Escondido, CA
(442) 237-4906

Los Angeles, CA
(213) 553-9309

Sacramento, CA
(916) 822-6823

Tallahassee, FL
(850) 297-2272

Tampa, FL
(813) 249-2272

Brownsville, TX
(956) 338-2070

Dallas, TX
(214) 388-2272

McAllen, TX
(956) 682-6898

San Antonio, TX
(210) 444-2272

January 27, 2021

Duane Hoff Jr., Senior Buyer
City of Grand Junction
250 North 5th Street
Grand Junction, Colorado 81501

RE: RFP-4859-21-DH - Professional Consulting Services for America's Water Infrastructure Act (AWIA) Risk and Resilience Assessment

Mr. Hoff:

The AARC Consultants multi-disciplinary team stands ready to support the City of Grand Junction (the City) as it conducts a Risk & Resilience Assessment (RRA) and prepares an Emergency Response Plan (ERP). This proposal will demonstrate that AARC is uniquely qualified to complete your project, including:

Necessary Experience and Technical Skills:

- AARC has completed or is currently engaged upon **25** RRA and ERP projects serving a combined population of **4.3** million people nationwide. AARC team members have direct experience in hazard and risk evaluation of sensitive infrastructure, including municipal facilities. AARC has completed **50+** Vulnerability Assessments, **130+** Risk Assessments, **25+** Marine Port Security Plans, and **50+** Chemical Facility Anti-Terrorism Plans.
- AARC has completed an RRA and is currently preparing an ERP for the Parker Water & Sanitation District in Parker Colorado, just south of Denver, and is in contract negotiations with another Colorado AWIA client

Unique Qualifications for Project Work:

- AARC Principal Scientist Dr. Scott Thomas has performed 13 risk analyses of military installations, focusing upon impacts to water supplies and infrastructure, including potential effects of drought and changing climate. He is also an adjunct professor at the University of Denver teaching graduate courses in Environmental Management, Water Sustainability, Leadership, and Environmental Economics.
- Project Manager Jeff Cooley has more than **28** years of experience in emergency and disaster response, as well as hazard mitigation for water utilities. He has served as Project Manager for numerous multi-million-dollar Capital Improvement Projects. He also has major incident management experience from his service with CalFire, including Logistics and Planning roles for major wildfires.
- Lead Physical Security Specialist Robert Kaminky retired from the Colorado Highway Patrol after **23** years of dedicated service. He has an extensive stakeholder resource network for Emergency Services in Colorado.
- Senior Planner and Advisor Dr. Stephen Baruch has more than **20** years of experience as a public and private sector expert in Crisis Communications, Emergency Response Preparedness, and Business Continuity Planning.

Please contact me at 720-575-7236 if you have any questions or need any additional information during your review of our proposal.

Scott Thomas, PhD, Principal Scientist
Vice President, Resiliency, Sustainability, and Emergency Response Planning

Regional Office:

1700 Lincoln Street, 17th Floor, Denver, CO. 80203 · Tel: (720) 575-7236 · Fax: (833) 771-AARC

Corporate Headquarters:

2000 W Sam Houston Parkway S, Ste. 850, Houston, TX 77042 · Tel: (713) 974-AARC · Fax: (713) 339-AARC

B. QUALIFICATIONS / EXPERIENCE / CREDENTIALS

AARC Environmental Inc. has been in business for 26 years. AARC Consultants, LLC (AARC) emerged from the parent company in 2012 as a Woman-Owned and Minority-Owned Small Business Enterprise (MBE/WBE).

AARC offers 100% MBE/WBE participation on this project. Certification Number 12742.

Federal Employment Identification (FEIN) Number: 46-2542494.

Dun & Bradstreet (D&B DUNS) Number: 142546394.

AARC's mission is to assist communities and organizations to become more sustainable over the long term, build resilience to disruption into their systems, mitigate potential hazards, and respond to emergency events. Services include risk and resilience assessment; emergency planning; disaster preparedness and business continuity planning; 3rd party auditing; hazard mitigation assessment and planning; risk management consulting; utility engineering; physical and cybersecurity consulting; regulatory compliance; and related planning support for cities, municipalities, counties, and other public and private entities.

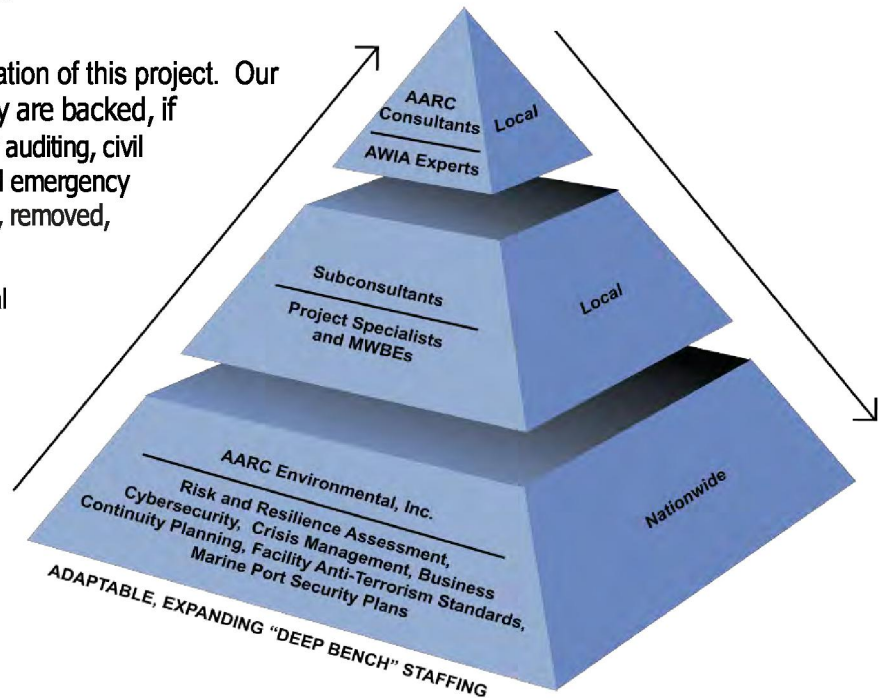
AARC will document all the insurance requirements for this project. AARC is not party to any pending or current litigation which might adversely affect performance on this project. No City officials or employees are related to any AARC personnel or have any ownership interest in the firm. AARC has not terminated any client contracts in its history.

AARC's key personnel are committed for the duration of this project. Our "Deep Bench" staffing strategy ensures that they are backed, if necessary, local and nationwide specialists in facility auditing, civil engineering, risk assessment, resilience analysis, and emergency response planning. Team members will not be added, removed, or substituted without prior approval by the City.

AARC's point of contact is Dr. Scott Thomas, Principal Scientist, who can be reached at our Denver office:

1700 Lincoln Street, 17th Floor
 Denver, Colorado 80203
 Tel: (720) 575-7236
 Fax: (833) 771-2272
sthomas@aarccgroup.com

► Full Team resumes appear in the Appendix.



Your Partner in Managing Risk, Resilience, and Emergency Response

PRIOR EXPERIENCE WITH SIMILAR PROJECTS

AARC has completed or is currently engaged upon 25 AWIA RRA and ERP projects for Cities, Counties, Water Districts, and other public entities in Colorado and across the nation. All projects have been or are being completed on time and within budget. To meet client needs, several projects were completed successfully on very accelerated schedules.



CASE STUDY – PARKER, COLORADO PARKER WATER & SANITATION DISTRICT

RISK & RESILIENCE ASSESSMENT and EMERGENCY RESPONSE PLAN

Background:

The District provides water service to more than 50,000 residents in the Town of Parker, Colorado, as well as areas of Lone Tree, Castle Pines, and parts of Douglas County, Colorado. The District owns and operates a large high-hazard dam, a surface water diversion dam on Cherry Creek, a small reservoir, 19 well facilities including 53 deep aquifer wells, and a 10 MGD Water Purification Facility. As part of the distribution system, the District owns five 5-million-gallon storage tanks, five booster pump stations, and 334 miles of distribution pipes.

Methods:

The AARC Team conducted a two-day site visit to the District to assess facilities and perform workshops and interviews. A Threat-Asset Workshop determined pairing of critical and representative assets with designated threats. This was followed by a Consequence-Vulnerability-Threat Workshop which characterized likely outcomes. The AARC team and District staff participated in water facility site visits to evaluate physical security and operational strategies. Interviews were conducted in order to better understand policies and operations. An Out-Brief with District staff was held to review preliminary findings.

AARC employed the AARC Risk and Resilience Tool (ARRT[®]) to analyze data and develop risk equations for all Threat-Asset Pairs. AARC produced an RRA with specific findings and recommendations for courses of action.

City staff were involved in all stages of the planning and review processes, and complete review cycles were performed before the required RRA certification was presented to the EPA. Work on the District's ERP commenced in January, 2021.

Benefits:

AARC efficiently responded to the District's request for an accelerated schedule. AARC also adjusted the manner of conducting workshops and facility assessments to accommodate COVID-19 conditions while preserving District review needs. Risk Mitigation measures include Capital Improvement Projects as well as actions that can be taken immediately to reduce utility risk and enhance resilience to system disruption.

Cost: \$87,070

Contact: Jarod Baylie, Engineering Supervisor: 720-842-4262; jbaylie@pwsd.org

ParkerWater
& SANITATION DISTRICT





CASE STUDY: CITY OF LAREDO, TEXAS

“The only city in Texas to live under seven flags”

RISK & RESILIENCE ASSESSMENT AND EMERGENCY RESPONSE PLAN

Background:

The City of Laredo provides water service to more than 260,000 residents on the Texas / Mexico border, drawing surface water from the Rio Grande River. The City also provides water to downstream retail agencies. Facilities include two water treatment plants, two pump stations, seven elevated tanks, one reservoir (Lake Casa Blanca), six wastewater treatment plants, and 70 lift stations in one interconnected system. The City selected AARC as a consultant familiar with local, regional, and state water environments, system risks and constraints, options available to build a resilient water system future, as well as a responsive plan for contingencies and emergencies.

Methods:

The City's stakeholder engagement began with a Kick-Off Meeting which assured a shared understanding of project objectives, constraints, milestones, and deadlines for deliverables. AARC typically performs a three-day site visit to conduct a physical security assessment of critical assets. However, this assessment was not conducted in-person due to the COVID-19 outbreak. The first team meeting was a Threat-Asset Workshop, conducted via Microsoft® Teams, which discussed pairing of critical and representative assets with designated threats. This was followed by online, multi-session Consequence-Vulnerability-Threat Analysis workshops.

AARC employed the AARC Risk and Resilience Tool (ARRT®) to develop risk equations for all Threat-Asset Pairs. This analytic tool is more efficient and effective than the commonly-used tools VSAT or PARRE.

Benefits:

- AARC produced an **RRA** with more than 50 specific findings. City staff were involved in all stages of the planning processes, and review cycles were performed before the required certifications were presented to the EPA.
- The AARC analytic tool (ARRT®) provided unique graphics capability to assist in City presentations and support decision-making.
- AARC produced an **ERP** that included extensive plans for Natural and Manmade Hazards including: Wind, Fire, Earthquake, Drought, Flood, Hail, Subsidence, Environmental Contamination, Pandemics, Mass Vehicular Accidents, Terrorism, Mass Fatality Incidents, Vandalism, Theft, and Cyber Attack. The ERP included actions to mitigate these contingencies, integrated with the City's existing planning framework by incorporation by reference and directing readers to appropriate documentation in existing plans.
- AARC adjusted the manner of conducting workshops and facility assessments to accommodate COVID-19 conditions while preserving City review needs.
- Risk mitigation measures were developed that could be taken immediately to reduce utility risk and enhance resilience to system disruption.

Cost: \$169,897

Contact: Arturo Garcia, Jr., PE: 956-721-2000; agarcia10@ci.laredo.tx.us



City of Orem, Utah (2020-2021)

Project Description: RRA and ERP for more than 97,000 residents - nine deep wells, two mountain springs, seven water storage facilities, and 375 miles of distribution lines.

Cost: \$115,295

Contact: Neil Winterton, Water Resources Manager: 801-229-7510; rwinterton@orem.org



City of Wichita, Kansas (Completed 2020)

Project Description: RRA and ERP for more than 500,000 residents, with some facilities constructed circa 1940. Brought together utility IT and OT personnel who had not previously met to jointly address key cybersecurity issues and potential vulnerabilities related to system interface.

Cost: \$132,348

Contact: Laura Quick, Compliance Manager: 316-942-4482; lquick@wichita.gov



Cleveland County Water, Lawndale, North Carolina (2020-2021)

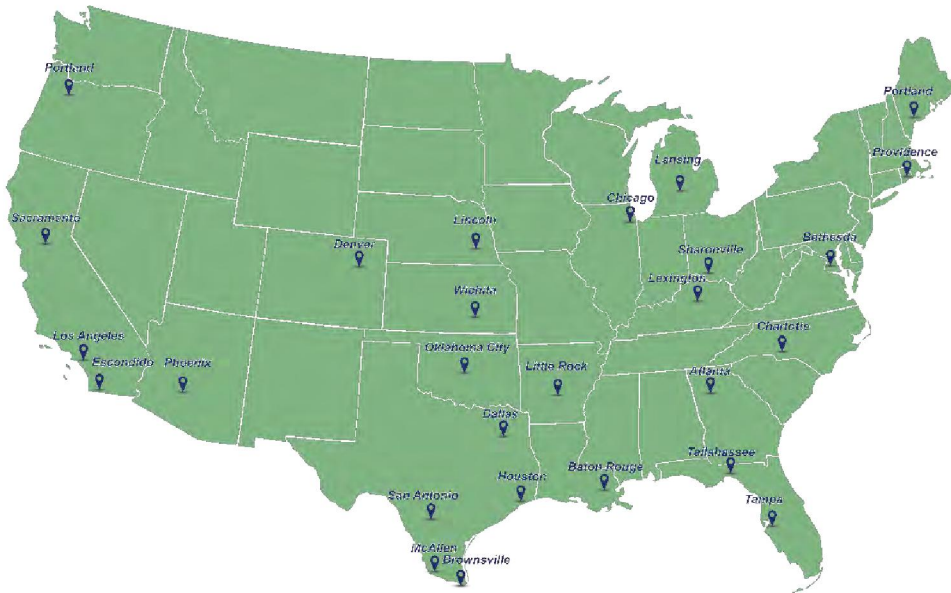
Project Description: RRA and ERP for more than 52,700 residents - water treatment plant capacity of 8 MGD and approximately 2,000 miles of water line.

Cost: \$99,830

Contact: Jeff Earl, Operations Director: 704-538-8033; jearl@clevelandcountywater.com



► In addition to the projects above, AARC has completed or is currently engaged upon 20 other AWIA projects in Texas and California. Full details are available upon request.



AARC Office Locations

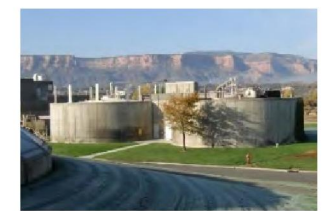
C. STRATEGY AND IMPLEMENTATION PLAN

The AARC Team recognizes that the City of Grand Junction (the City) maintains a water system that serves more than 29,000 customers with 9,800 taps. The service area encompasses 9.5 square miles with 307 miles of water mains. The WTP is a 16 MGD direct filtration Water Treatment Plant was built in 1969 and had a major filter upgrade and SCADA system installation in 2016. The distribution system is all gravity-fed with 2-4 MG storage tanks located within the WTP compound. A booster pump station is located at the outer edge of the distribution system to maintain adequate pressure for fire flows.

The City's watershed is located 20 miles to the east on top of the Grand Mesa, reaching up to 11,000' in elevation. Water is diverted from Kannah Creek into Juniata Reservoir. A 17-mile pipeline runs from Juniata Reservoir to the WTP and a 20-mile pipeline runs from the Kannah Creek diversion to the City WTP as a backup supply. IT support, which integrates the latest in cybersecurity technology, is provided by the City's in-house IT Department.

Conducting a comprehensive Risk and Resilience Analysis (RRA) and integrating the results into an updated Emergency Response Plan (ERP) are critical to ensuring a safe and reliable drinking water supply for the City's customers. The EPA requires certification from the City stating that an RRA is completed by June 30, 2021 and an ERP update is completed no more than six months later. A project schedule reflecting these EPA deadlines is included in this proposal.

AARC's experience with preparing thorough-going RRAs and ERPs for large and small communities nationwide will enable us to meet the City's goals and help to instill community confidence in the City's proactive policies and procedures.



PROJECT METHODOLOGY / WORK PLAN

AARC will conduct the RRA and update the ERP using the following industry standards and reference materials:

EPA Guidelines	<ul style="list-style-type: none"> • EPA 817-K-19-001. Baseline Information on Malevolent Acts for Community Water Systems. 2019. • EPA 810-F-03-007 Emergency Response Plan Guidance for Large Community Water Systems. 2003. • EPA 816-R-04-002. Emergency Response Plan Guidance for Small and Medium Community Water Systems. 2004.
American Water Works Association (AWWA) Guidelines	<ul style="list-style-type: none"> • AWWA Water Sector Cybersecurity Risk and Management Guidance. 2019. • AWWA M19. Emergency Planning for Water and Wastewater Utilities, 5th Ed. Denver, CO. 2018. • AWWA. Process Control System Security Guidance for the Water Sector. 2017. • AWWA J100-10 (R13). Risk and Resilience Management of Water and Wastewater Systems (RAMCAP). Denver, CO. 2013. • AWWA G430-14. Security Practices for Operation and Management. Denver, CO. 2014. • AWWA Water Sector Resource Typing Guidance. 2019. • AWWA. Utilities Helping Utilities: An Action Plan for Mutual Aid and Assistance Networks for Water and Wastewater Utilities. 2014.
National Institute of Standards and Technology (NIST) Guidelines	<ul style="list-style-type: none"> • NIST Framework for Improving Critical Infrastructure Cyber security. 2018. • NIST SP 800-82 Rev 2, Guide to Industrial Control Systems (ICS) Security, May 2015. • NIST SP 800-53 Rev 4, Recommended Security and Privacy Controls for Federal Information Systems and Organizations, April 2013. • NIST SP 800-184, Guide for Cybersecurity Event Recovery, December 2016.
Federal Emergency Management Agency	<ul style="list-style-type: none"> • FEMA Local Mitigation Planning Handbook. 2013. • FEMA Comprehensive Preparedness Guide (CPG) 101. 2010 • FEMA P-64 Federal Guidelines for Emergency Action Planning for Dams.
ANSI Guidelines	<ul style="list-style-type: none"> • ANSI/AWWA G440-17. Emergency Preparedness Practices. Denver, CO. 2017. • ANSI/ISA-62443-2-1 Security for Industrial Automation and Control Systems: Establishing an Industrial Automation and Control Systems Security Program.

TASK 1 – COMMUNICATION AND COORDINATION WITH THE CITY

AARC will request from the City any existing data and information necessary to perform the RRA and develop the ERP, which may include the following:

Vulnerability Assessments (physical and/or cyber)	Programs/Emergency Response Contract Plans
Standard Operating Procedures (SOPs)	Hazard Mitigation Plans
Emergency Operations Plan (EOP) and/or Continuity of Operations Plans (COOP)	Emergency Operation Center Procedures and Building Evacuation and Damage Assessment Procedures
Water Master Plans; Water Reliability Studies	Water Outage Emergency Drinking Water Plans
Capital Improvement Plans	DHS Protected Critical Infrastructure Information Audits
Financial and Administrative Policies	Existing Emergency Response Plan

AARC will review the documentation requested above. AARC will hold a Kick-Off Meeting with City staff to discuss scope, schedule, and project details. The Kick-Off Meeting will ensure that the City’s goals and objectives are clearly understood. Progress meetings and invoicing will be scheduled. Our senior technical experts are involved in the process early to evaluate budget, staffing, and time constraints.

Working relationship between AARC and City Staff:

The Project Manager will conduct periodic meetings with City staff (in-person and conference call or webinar) to review project status, discuss analysis results, and plan next steps. The Project Manager will review draft deliverables with the City to ensure that the City’s comments are incorporated in all final deliverables.

AARC will continuously check in with the US EPA for any AWIA requirement updates and will utilize any such information to complete the RRA and the ERP. Overall project management will ensure tasks are fully completed and within the allocated budget and timeframe.

Project Data Security:

AARC’s computing infrastructure is geared towards Security as the core of its operations, utilizing a full spread of System-level, Network-level, and Organization-level planned and managed enterprise-class software and hardware solutions. Cybersecurity is built from the ground up with anti-virus, encrypted firewalls and VPNs, well-defined password policies, and security training. Project-level IT security requires a greater focus upon data and hardware used in the field by our professionals and partners. These are the measures taken for the hardware and software levels:

- All hardware is tightly controlled with remote monitoring and system wipe implementations as needed. Project laptops and desktops have Multi-Factor Authentication utilizing a complex password, pushed authentication to mobile devices, and Biometric Authentication. These methods secure data beyond the simple password layer.
- Project data are provisioned on the Microsoft SharePoint Online platform. Client data can only be accessed via a secured terminal server within an isolated Microsoft Azure environment, ensuring confidentiality.



During Task 1, AARC can also obtain preliminary input from the Local Emergency Planning Committee (LEPC), as well as other agencies and stakeholders, to gain their perspectives on key issues for assessment.

The Risk and Resilience Team will prepare a Preliminary List of Critical Assets used to focus the field work and analysis in Task 2.

- **Task 1 Deliverables: Kickoff Meeting; Project Schedule; Schedule of Periodic Update Meetings; Preliminary List of Critical Assets.**

TASK 2 – RISK & RESILIENCE ASSESSMENT

The RRA will address all elements required by the AWIA, including:

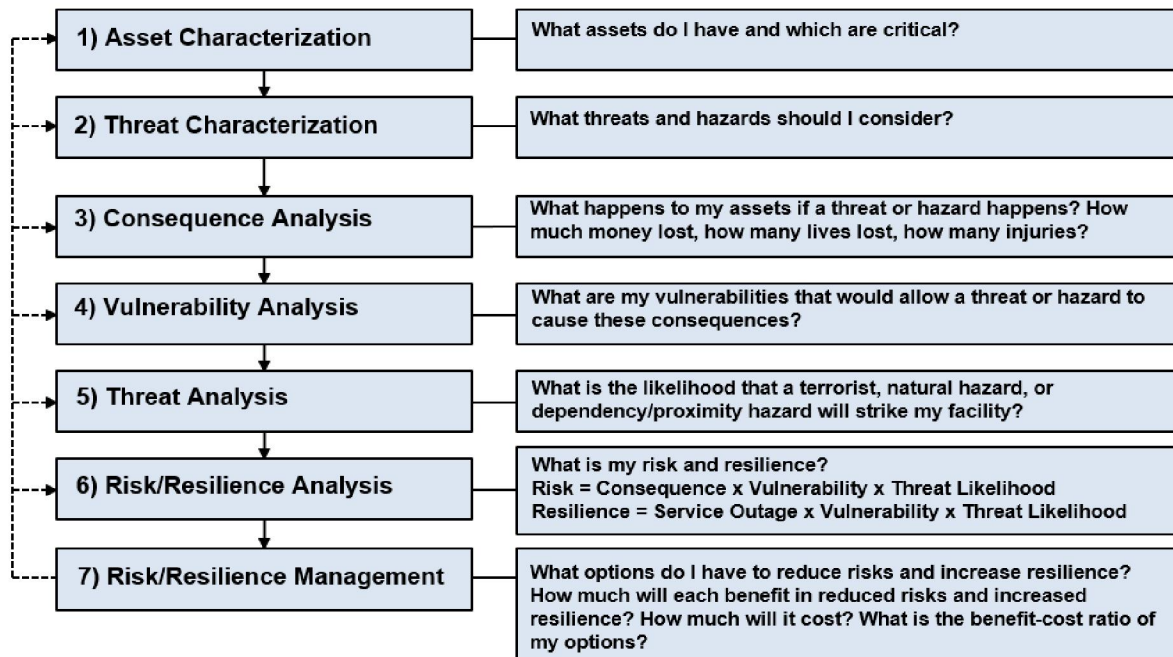
- | | |
|---|---|
| <ul style="list-style-type: none"> • Risk to the system from malevolent acts, including physical and cyber intrusion. • Risk to the system from natural hazards. • Dependency hazards, including utility interruptions (power outages, communications outages), supply chain, employee staffing issues (illness, strike), customers, transportation, proximity, etc. • Risk to the system from unintentional human-caused risks, (hazardous chemical spills, incorrect system operation, network security gaps or failures, critical component failure) • The resilience of the SCADA system and all automated systems (including cyber security). | <ul style="list-style-type: none"> • Resilience of the pipes and constructed conveyances, physical barriers, source water, water collection and intake, pretreatment, treatment, storage and distribution facilities, electronic, computer, or other automated systems (including system security). • Monitoring practices of the potable water system. • Financial infrastructure assessment. • The use, storage, or handling of various chemicals by the system. • Operation and maintenance of the systems. • Sufficiency of Monitoring practices. |
|---|---|

AARC will closely follow the ANSI/AWWA J100-10 (R13) Methodology for Risk Analysis and Management for Critical Asset Protection (RAMCAP) Standard for Risk and Resilience Management of Water and Wastewater Systems, originally authored by AARC's Dr. Jerry Brashear.

The seven-step J100 process is designed to efficiently focus on what is most important for the City to manage. After initial steps to understand the City's assets, identify those most critical, and characterize the threats faced by these most critical assets, the process undertakes a screening whereby the City and AARC will rank and screen the highest priority threat-assets pairs to focus the RRA on the most significant threat-asset combinations. AARC will work with City to identify and quantify the worst reasonable consequences that can be caused by specific threats on the assets identified and carried forward for analysis.

In the Vulnerability Analysis, AARC will evaluate how well each critical asset (and its protective systems) withstands each specified threat. In the Threat Analysis, AARC will perform an estimate of the likelihood (and frequency) that the hazards, whether human or natural, will occur. The Risk Analysis is performed to calculate the level of risk in clearly quantified terms where **Risk = Consequences x Vulnerability x Threat Likelihood**. The Resilience Analysis is performed to calculate how resilient the utility is systemically and how resilient select assets are to specified threats.

The Seven-Step J100 Process



AARC will interview City staff and conduct several meetings and workshops. These tasks can be performed online if necessary, depending upon current COVID-19 Social Distancing requirements.

- **In-person field assessments of City facilities will observe health guidelines implemented by the Centers for Disease Control and Prevention (CDC) and local health departments.**

The AARC Team will also lead Threat-Asset and Consequence-Vulnerability Workshops during this period as part of the J100 process and will provide an out-brief to management to present a summary of preliminary findings and discuss next steps. These workshops will be held online if necessary.

AARC employs a number of tools for performing the RRA analysis. The AARC Team has experience with the non-proprietary, USEPA-developed Vulnerability Self-Assessment Tool (**VSAT**), the proprietary Program to Assist Risk and Resilience Examination (**PARRE**), and AARC's own Risk and Resilience Analytic Tool (**ARRT**®). **ARRT**® is more flexible, customized, and client-oriented than either VSAT and PARRE. **ARRT**'s graphics capability, absent from the other platforms, is designed to assist in presentations and support decision-making. This self-developed, in-house tool has provided many benefits to our completed and current AWIA projects, and it differentiates AARC from all of our competitors. AARC recommends this option.

Enhanced Water System Cybersecurity

Large and small municipalities are experiencing increasing cyber-attacks. Smaller communities are particularly vulnerable to Ransomware attacks.

A small City in Colorado recently had no option other than to pay \$45,000 to cyber-criminals in order to rapidly un-encrypt and restore their systems.

If deemed appropriate by the City, during Tasks 1, 2, and 3, AARC's Cybersecurity experts will evaluate the City's IT/OT-SCADA systems as applicable and appropriate to the Water systems, including:

- Policy and procedures; alignment to standards; monitoring and reporting.
- Network and server architecture.
- Management of and effectiveness of security layers.
- Access controls; firewall configuration assessment.
- Wireless assessment; mobile and VPN assessment.
- Social Engineering / Human Factors testing.

The AARC Team will write the Draft RRA. Risk mitigation measures will be developed for all high-risk Threat- Asset Pairs. Progress updates will be conducted to discuss interim risk analysis results, consequence analysis, preliminary data reports, and findings and recommendations as the Draft RRA is being developed. The Draft RRA will be transmitted securely to the City for review and comment. A Review Meeting will be conducted to present the Draft RRA and address questions and comments.

The AARC Team will prepare written responses to all reviewer comments on the Draft RRA and will not incorporate our responses into the Final RRA unless the City has indicated that our response is acceptable and appropriately addresses the review comments.

- **Task 2 Deliverables: Site Visits and Interviews; Threat-Asset and Consequence-Vulnerability Workshops; Management Out-Briefing; Draft RRA; Review Meeting and Presentation; Response to Comments; Final RRA.**

TASK 3 – EMERGENCY RESPONSE PLAN

AARC will review the City's existing ERP, including strategies and resources for emergency preparedness, response and recovery policies, plans and procedures, as well as training and exercise plans. AARC will clearly identify any additional information or documentation needed from the City in connection with preparation of the ERP.

AARC will conduct a workshop to provide an overview of the requirements for complying with the ERP provisions of AWIA, present enhancements needed to the existing ERP (based on a gap analysis), and solicit input to the ERP through an interactive discussion.



The benefits and costs for recommended risk mitigation measures from the RRA will be analyzed to develop a matrix of recommended solution sets for risk reduction and emergency preparedness, aligned according to EPA recommendations:

- Utility Information - Utility overview, personnel, components, surrounding industry of concern, response resources, key local services.
- Resilience Strategies - Emergency response roles, ICS, internal and external communication, media outreach and public notification.
- Emergency Plans & Procedures - Core and incident-specific procedures, plans and equipment used in response to an incident.
- Mitigation Actions - Actions, procedures, and equipment which can obviate or lessen the impact of a threat, including alternative source water or facility improvements.
- Detection Strategies - Strategies for detecting threats, physical and cyber, incorporating findings from the RRA.

AARC will develop and/or update an ERP for the City, following the general format of the EPA-developed ERP template, which may include:

- Plans and procedures that can be implemented, and identification of equipment that can be utilized, in the event of a malevolent act, proximity hazard or natural hazard that threatens the ability of the City to deliver safe drinking water.
- Actions, procedures and equipment which can obviate or significantly lessen the impact of a malevolent act, proximity hazard or natural hazard on the public health and the safety and supply of drinking water provided to communities and individuals, including the development of alternative source water options and relocation of water intakes, and construction of flood protection barriers.
- Strategies that can be used to aid in the detection of malevolent acts, proximity hazards, or natural hazards that threaten the security or resilience of the systems.

The City will review and comment on the Draft ERP. The AARC Team will make requested changes and edits to address comments and produce the Final ERP. The AARC Team will prepare written responses to all reviewer comments and will incorporate our responses into the Final ERP when the City has indicated that our response is acceptable and appropriately addresses the review comments.

- ▶ **Task 3 Deliverables: Interviews and Workshops; Matrix of Recommended Risk Mitigation Solution Sets; Draft Updated ERP; Review Meeting; Response to Comments; Final ERP; Certification to EPA.**

QUALITY ASSURANCE / QUALITY CONTROL

The AARC Project Manager and Principal in Charge will ensure that stringent quality procedures are performed. QA/QC also incorporates a general review of personnel to ensure an acceptable level of expertise is maintained for quality products. Deliverables prepared under this contract will be subjected to three levels of review:

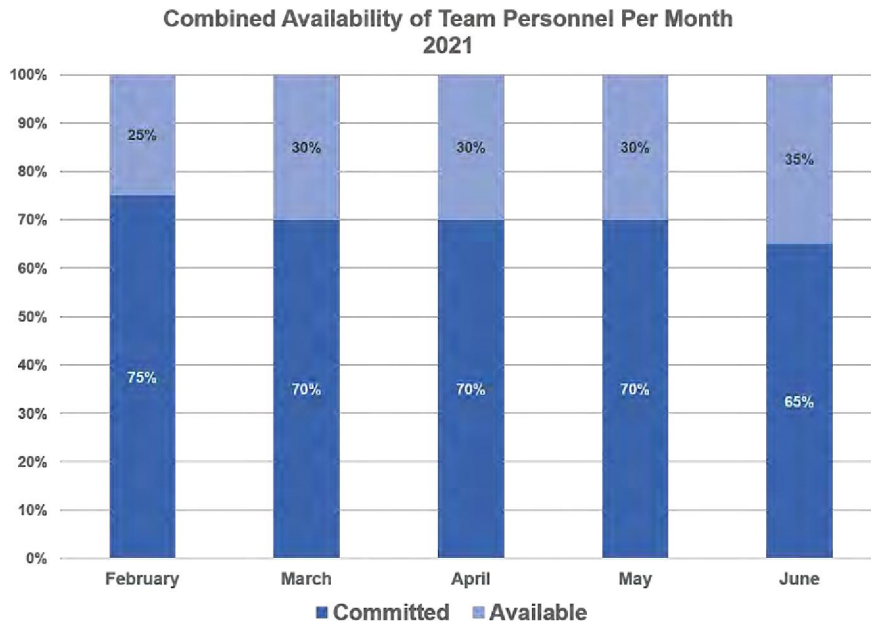
- Level 1: Deliverables will undergo a detailed review by the PM and Technical Leads to ensure that the documents are technically accurate, consistent, clear, and actionable.
- Level 2: Deliverables will be reviewed by the Technical Editor for grammar, clarity, and formatting.
- Level 3: Deliverables will be reviewed by the Principal in Charge for overall quality and responsiveness to client objectives prior to submission.

PROJECT SCHEDULE

The following proposed schedule is included as a guideline and will be adjusted in coordination with City staff and current or emerging COVID-19 restrictions.

Phase / Task	Milestones/Deliverables	Deadline
<i>Task 1 – Project Management</i>		
Anticipated Notice to Proceed Kickoff Meeting Schedule of Project Update Meetings Data Review Preliminary List of Critical Assets		February 2021 February 2021 February 2021 February 2021 – March 2021 March 2021
<i>Task 2 – Risk and Resilience Assessment</i>		
Site Visit and Interviews Threat-Asset and Consequence-Vulnerability Workshop Draft RRA Review Meeting and Presentation Response to Comments Final RRA Final Certification to EPA		March 2021 March 2021 April 2021 Late April 2021 May 2021 Late May 2021 No Later Than June 30, 2021
<i>Task 3 – Develop and/or Update Emergency Response Plan</i>		
Meetings / Workshops with City staff and stakeholders Draft Emergency Response Plan Review Meeting and Response to Comments Final Emergency Response Plan Final Certification to EPA		May - July 2021 August 2021 September 2021 October 2021 No Later Than December 31, 2021

STAFF TIME COMMITMENT



D. REFERENCES

► Complete Reference contact information is included in Section B of this proposal.

E. FEE PROPOSAL

The AARC Consultants cost for performing an RRA and developing/updating an ERP for the City of Grand Junction is **\$90,995**. This cost is based on policy and guidance as currently published by the US EPA and standards development bodies such as the American Water Works Association (AWWA) and the American National Standards Institute (ANSI).

The City's required Solicitation Response Form is included on the following page.

AARC is able to offer a five-year service agreement that finances the entire project over 60 months. This service includes the RRA, the ERP, and maintenance visits twice per year, allowing for seamless recertification required after five years. This approach can provide bridge financing until full funding sources are secured. It can also be customized to include any training or update tasks needed by the City.

AARC Consultants Detailed Fee Proposal Calculation

\$90,995

1/27/2021

City of Grand Junction CA Cost - AWIA RRA and ERP

Tasks	Billing Rate \$/hour	AARC Consultants							Subtotal
		Principal Scientist	Project Manager	Assistant PM / Lead Engineer	Lead Cybersecurity	Lead Physical Security Specialist	Senior Emergency Response Planner	Administrative	
Task 1 Communication and Coordination with the City		\$225	\$195	\$160	\$195	\$150	\$180	\$85	
Kickoff Meeting (Virtual)		1	2	1	1	1			\$1,120
Project Management		3	16	2					\$4,115
Data Collection and Review			8	6	6	6			\$4,590
Preliminary List of Critical Assets			1						\$195
Expenses									\$0
Subtotal		4	27	9	7	7	0	0	\$10,020
Task 2 Risk and Resilience Assessment									
Asset Inspections			10			10			\$3,450
Staff Interviews/Workshops			10	8	8	8			\$5,990
J-100 Analysis		2	16	2	3				\$4,475
Develop Draft RRA		3	36	8	16			8	\$12,775
Review Meeting and Presentation (Virtual)		1	3		1				\$1,005
Review and Respond to Comments on Draft RRA		2	10	4	4				\$3,820
Develop Final RRA		2	12	6	4			8	\$5,210
Travel and Other Expenses									\$1,600
Subtotal		10	97	28	36	18	0	16	\$38,325
Task 3 Emergency Response Plan									
Project Management		3	10						\$2,625
Data Collection and Review			6		3		16		\$4,635
Net Benefit Analysis for Risk Reduction Measures		2	3	16	5				\$4,570
Interviews			6				10		\$2,970
Meetings and Planning Workshop (Virtual)			8			2	10		\$3,660
Develop Draft ERP		3	16		6		36	10	\$12,295
Review Meeting and Presentation (Virtual)		1	4				3		\$1,545
Review and Respond to Comments on Draft ERP		1	10	2	2		10		\$4,685
Develop Final ERP		2	10		3		10	8	\$5,465
Travel and Other Expenses									\$200
Subtotal		12	73	18	19	2	95	18	\$42,650
Total Labor Hours / Cost:	496	26	197	55	62	27	95	34	\$89,195
TOTAL COST									\$90,995
billing rates		\$225	\$195	\$160	\$195	\$150	\$180	\$85	
total hours		26	197	55	62	27	95	34	
Labor cost		\$5,850	\$38,415	\$8,800	\$12,090	\$4,050	\$17,100	\$2,890	\$89,195

This cost proposal is for the City's drinking water system. If inclusion of a wastewater system is also desired, AARC will work with the City to define the additional level of effort required.



Your Partner in Managing Risk, Resilience, and Emergency Response

SECTION 7.0: SOLICITATION RESPONSE FORM

RFP-4859-21-DH Professional Consulting Services for America's Water Infrastructure Act (AWIA) Risk and Resilience Assessment

Offeror must submit entire Form completed, dated and signed.

1) Not to exceed cost to provide professional consulting services for risk and resilience assessment for City of Grand Junction water system:

NOT TO EXCEED COST \$ 90,995

WRITTEN: Ninety thousand nine hundred and ninety-five **dollars.**

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 2 percent of the net dollar will be offered to the Owner if the invoice is paid within 10 days after the receipt of the invoice.

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

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

AARC Consultants, LLC
Company Name – (Typed or Printed)


Authorized Agent Signature

1700 Lincoln Street, 17th Floor, Denver, CO 80203
Address of Offeror

City, State, and Zip Code

Scott Thomas
Authorized Agent – (Typed or Printed)

720-575-7236
Phone Number

sthomas@aarccgroup.com
E-mail Address of Agent

1-25-2021
Date

F. ADDITIONAL INFORMATION

ADDITIONAL AND OPTIONAL VALUE-ADDED SERVICES

AARC offers online or in-person training sessions to relevant City employees, with participation from local emergency planning agencies and other stakeholders, as deemed appropriate by the City, concerning RRA updates (required every five years) and local ERP operations. This can include table-top exercises and functional exercises in the field.

AARC's Dr. Stephen Baruch, DEnv, has more than 20 years of experience as a private and public sector expert, including training programs, table-top exercises, and field exercises, for severe weather evacuation plans, wildfire response plans, cyber-system attacks, acts of vandalism or terrorism, earthquakes, and susceptibility to pandemics.

The experience and expertise of Dr. Stephen Baruch are value-added differentiating features that position the AARC Team far ahead of our competitors.

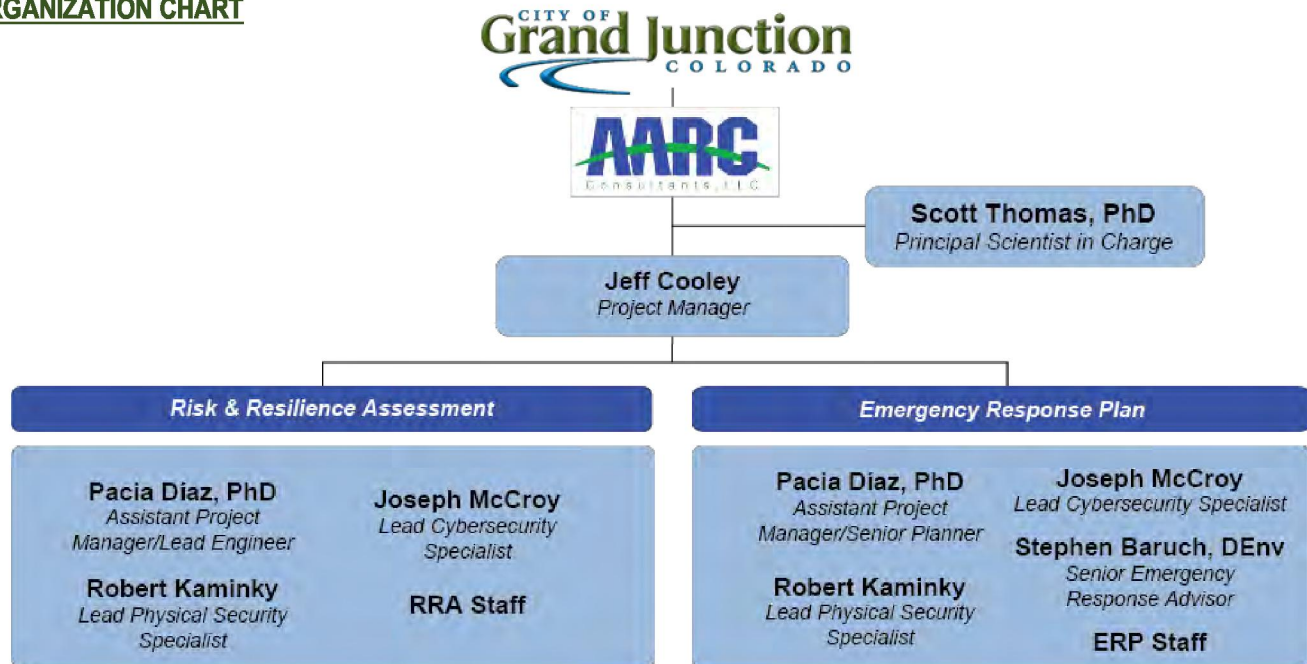
- ▶ **Pandemic Response Planning, as well as subsequent Return-to-Work Planning, is becoming increasingly important, and AARC offers comprehensive plans to meet these needs for large and small communities.**
- ▶ **AARC is able to offer additional security, environmental, and regulatory compliance consulting services to meet any emerging needs for the City of Grand Junction.**

APPENDIX

TEAM ORGANIZATION AND RESUMES

AARC's carefully selected team of professionals includes a unique range of backgrounds and experience relevant to achieving AWIA compliance, with demonstrated expertise in water infrastructure, civil engineering, physical security and cybersecurity, and emergency response planning.

ORGANIZATION CHART



RESUMES

Scott Thomas, PhD – Principal in Charge



Dr. Scott Thomas has more than 27 years of experience in critical infrastructure and natural resource management sectors, including 13 years of experience performing resiliency assessments for utilities and critical infrastructure. He was an officer in the United States Marine Corps for 20 years, retiring as a Lieutenant Colonel. He served as Director of Water Resources for four years at Marine Corps Base Camp Pendleton and as Environmental Officer for nine years at three military bases. He has planning experience in support of projects at Federal and local levels, serving in various roles as Director, Project Manager, Group Facilitator, Technical Advisory Committees, Watershed Coordinator, and Grant Support.

Education:

- PhD, Environmental Science and Public Policy, George Mason University.
- MA, Business and Management, Webster University.
- BA, History, Hampden-Sydney College.

Specialized Training and Certifications:

- AWWA Utility Risk and Resilience Certificate.
- FEMA IS-393b Hazard Mitigation.
- Health and Environmental Risk Communication.
- Multi-Factor Evaluation for Decision Support.
- EPA Hazardous Materials Incident Management Response Operations.

Relevant Experience Highlights:

- Principal in Charge for 25 AWIA projects – Colorado and nationwide.
- Resilience planning support to six million customers of Santa Ana Watershed Project Authority in California.

- Developed innovative methodology to assess water & energy resilience of Army combat outposts in Afghanistan.
- Performed water resource resilience and sustainability evaluation of five military bases for US EPA and DoD.
- As Chairman of Board of Commissioners for Diamondhead Water and Sewer District in Mississippi, directed planning and development of \$100+ M Sewage Treatment Plant during recovery following Hurricane Katrina.
- Participated in Hurricane Katrina response and recovery operations including debris removal, emergency protective measures and public services, and security and repair of damaged public property.
- Member of Planning Team for coastal community resilience planning in Hancock County, MS under NOAA.
- Committee Member, Gulf of Mexico Alliance Priority Issue Team on Coastal Resilience.
- As Director of Water Resources for Marine Corps Base Camp Pendleton:
 - Directed safety evaluation of two dams and a levee.
 - Represented installation in watershed planning initiatives.
 - Directed water policies, plans, and programs relating to surface and groundwater supply, source water supply, monitoring and modeling for water quality, quantity, and flood protection.
 - Developed and directed water conservation and recycling programs and watershed planning.
 - Project Manager for planning \$100 million conjunctive use water project.
 - Chair of Base Water Steering Committee. Established metrics and benchmarks for water management and built these into an installation water resources plan.

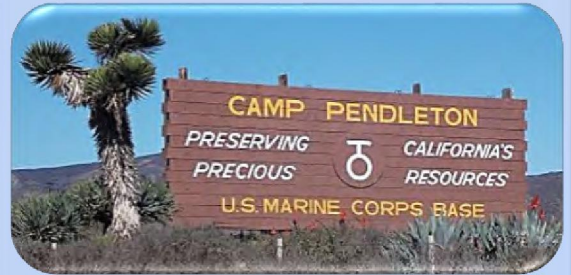
Awards

- Secretary of Defense Environmental Security Award – Citation for Meritorious Achievement (Installation) (2001); Secretary of Defense Environmental Security Award – Honorable Mention (Installation) (2000); Secretary of the Navy Pollution Prevention Award – Citation for Superior Achievement (Installation) (1999).
- Awarded Meritorious Service Medal and Navy and Marine Corps Commendation Medal. Marine Corps nominee to serve as General Tommy Franks' Aide at CENTCOM.

Selected Publications and Conferences

- Thomas, S. and D. Kerner. 2019. Compounding Disruptions and Cascading Failures: A Framework for Assessing and Enhancing Resilience. Challenges of Natural Resource Economics and Policy 6th National Forum on Socioeconomic Research in Coastal Systems. May 22. New Orleans, LA.
- Thomas, J. S. and D. A. Kerner. 2015. Measuring Water Resource Resilience. The Water Report #132.
- Thomas, S., C. Cantu, L. McKenney, and D. Kerner. 2015. Developing Water Resource Metrics Based on Resilience Attributes: A Case Study in the Santa Ana River Watershed. American Water Resources Association Spring Specialty Conference. March 30-April 1, CA.
- Thomas, J. S. and D. A. Kerner. 2014. Attributes of Resilience in Coastal Systems. Bays and Bayous Symposium. Dec 2, 2014. Mobile, AL.
- Kerner, D. A. and J. S. Thomas. 2014. Resilience attributes of social-ecological systems: framing metrics for management. Resources Journal; 3 672-702.
- Thomas J.S. 2008. Graphical tools to clarify planning decisions. The Water Report. No. 51.

Regional Security Review and Synthesis Report for Marine Corps Installations West (MCIWEST)



Naval Warfare Information Center Pacific: San Diego, California

Background: Dr. Scott Thomas supported the Naval Warfare Information Center to study the vulnerability and resilience of infrastructure for eight Marine Corps installations. Department of Defense directives called for enhancing sustainability and resiliency while recognizing that climate change may potentially undermine installation capacity to support military training activities. The issue of resilient installation infrastructure and overall security is especially acute in California, Arizona and Nevada.

Methods: Dr. Thomas coordinated with Climate Scientists from the Scripps Institution of Oceanography regarding the impacts of Climate Change on regional hydrology. He authored and employed an innovative asset-based *Resilience Assessment Framework* to characterize vulnerability and evaluate levels of risk.

Benefits: Regional climate change was assessed, enabling the team to evaluate how the broader effects of climate change across the region would relate to resource resiliency and security at the installations.

Contact: Dr. Kara Sorensen, Research Director Energy and Environmental Sciences Group (619) 553-1340.

Jeff Cooley – Project Manager

Jeff Cooley has more than 28 years of experience in the direction, operations, and management of water and wastewater utilities, utility projects, and staff, including emergency and disaster response, as well as hazard mitigation. He has wide-ranging knowledge of current and proposed EPA regulations and permitting processes. He has served as project manager/liaison for numerous utility Capital Improvement Projects and has managed multi-million-dollar utility budgets. He has experience in strategic planning, capacity development, SCADA master planning, and long-term CIP planning. His ability to interpret and implement operational analysis solutions enables him to assist

utilities in achieving permit compliance and meeting or exceeding drinking water standards. He also has major incident management experience from his service with CalFire, including Logistics and Planning roles for major wildfires.

Education:

- BS, Environmental Resource Management, California State University, Bakersfield
- Bachelor of Accounting and Finance, Delta State University
- AA, Business Administration and Management, Mississippi Gulf Coast Community College

Specialized Training and Certifications:

- Wastewater Treatment Plant Operator Grade IV
- Water Treatment Operator Grade III
- Water Distribution Grade II
- Incident Command System (ICS) Level 500
- Trainer of Security and Emergency Response
- AWWA Risk and Resiliency Certificate
- Associate Water Asset Manager (AWAM)
- HAZWOPER 40 Hour Certified

Relevant Experience Highlights:

- Project Manager or Assistant Project Manager for 16 AWIA projects – Colorado and nationwide.
- Disaster Responder and FEMA Recovery Coordinator after Hurricane Katrina on Mississippi Gulf Coast.
- Utility Manager – City of Vacaville CA – Managed \$50+ million Utilities Department budgets. Project Manager for SCADA Master Plan, Groundwater Management Plan, \$150 Million Tertiary Wastewater Plant Project.
- Security assessments for California Department of Corrections (CDC) water systems at major prison facilities.
- State Coordinator-Rural Community Assistance Partnership (RCAP), developing rate analysis, feasibility studies, long range planning and regulatory compliance reports including training to local officials on financial and budgetary management.
- Environmental Resource Manager, California Department of Forestry and Fire Protection (CalFire). Managed environmental programs for CalFire's conservation camp program. Involved with numerous major wildfire response efforts within California serving as Logistics and Planning sections lead. Trained as a First Responder and Logistical Support.

Professional Affiliations:

- EPA Water Security Working Group
- EPA National Drinking Water Advisory Council,
- EPA Climate Ready Water Utilities Working Group,
- CREAT 1.0 and 2.0 (Climate Resilience Evaluation and Awareness Tool) Working Group
- California / Nevada AWWA Security and Emergency Planning Committee
- Office of the Secretary of Defense – Employer Support of the Guard and Reserve Patriotic Employer Award
- Security and Emergency Response Incident Commander, for development, oversight, and updating of Emergency Response Plan and HAZWOPER Plan, City of Vacaville, California.
- Gulf Coast Regional Emergency Response Team.
- National Drinking Water Advisory Council - advised EPA Administrator on water regulations/issues.
- Water Security Working Group - advised EPA on active and effective water security programs.

Pacia Díaz, PhD – Assistant Project Manager / Senior Engineer / Senior Planner

Dr. Pacia Díaz is an Environmental Engineer with more than 20 years of experience with specializing training in Resilience, Vulnerability Assessments, Hazard Mitigation Strategies, and Emergency Response Plans for cities. She participated in several European Union projects which critically assessed community resilience, working with stakeholders from Portugal, Spain, and India. She currently prepares All-Hazards Risk & Resilience Assessments and Emergency Response Plans throughout the United States.

Education

- PhD, Environmental Engineering, University of South Florida (USF).
- Master Civil Engineering, University of South Florida.
- BS, Civil Engineering, University of South Florida.
- Diplomate, Urban Management Tools for Climate Change, Erasmus University, Rotterdam.
- Fulbright Scholarship Recipient, Institute of Environmental Science and Technology, Autonomous University of Barcelona, Spain.
- Fully bilingual in English and Spanish.

Specialized Training and Certifications

- AWWA Utility Risk and Resilience Certificate.
- AWWA Security Practices for Operations and Management
- LEED AP BD+C (Leadership in Energy & Environmental Design).
- Graduate Certificate, Community Development, USF.
- Graduate Certificate, Water, Health and Sustainability, USF.
- FEMA Disaster Management for Water & Wastewater Utilities (Mgt-343).
- FEMA IS-00235b Emergency Planning.
- FEMA IS-00139 Exercise Design.
- FEMA IS-00393a Introduction to Hazard Mitigation.
- FEMA IS-00547a Introduction to Continuity of Operations.

Relevant Experience Highlights

- Assistant Project Manager and Senior Engineer for 20 AWIA projects – Colorado and nationwide.
- Doctoral researcher for EU project IMPRESSIONS to help decision-makers apply integrated adaptation and mitigation strategies within two river basins at high risk to climate change impacts in Iberia.
- Co-instructor for a study abroad (southern Spain) for an architectural studio; delivered lectures on environmental/sustainability aspects to be incorporated in proposed interventions in the community.
- Graduate researcher investigating the challenges and response strategies by water managers in highly urbanized and water scarce region in southern Spain.
- Graduate student cohort studying comparative water law and visited key Dutch water infrastructure interventions and strategies throughout the Netherlands.

Selected Publications:

Pursuing Resilience of Coastal Communities through Sustainable and Integrated Urban Water Management (December 2018). Doctoral Dissertation.

Díaz, P., Stanek, P., Frantzeskaki, N., & Yeh, D. H. (2016). Shifting Paradigms, Changing Waters: Transitioning to Integrated Urban Water Management in the Coastal City of Dunedin, USA. *Sustainable Cities and Society* 26 (October 2016): 555-567.

Díaz, P., Morley, K., and Yeh, D. H. (2017). *Resilient Urban Water Supply: Preparing for the Slow-Moving Consequences of Climate Change*. *IWA Water Practice and Technology*, 12 (1): 123-138.

Díaz, P., and Yeh, D. (2014). *Adaptation to Climate Change for Water Utilities*. In S. Ahuja, *Water Reclamation and Sustainability*. Elsevier.

Robert Kaminky – Lead Physical Security Specialist

Robert Kaminky retired from the Colorado State Patrol after 23 years of dedicated service. He also served for five years in the US Air Force. He has extensive knowledge of the Incident Command System, Emergency Planning, FMCSA, HAZMAT CFR Title 49, HAZMAT spill response, accident investigation, and incident management. He also has an extensive stakeholder resource network for Emergency Services in Colorado.

Specialized Training and Certifications:

- HAZMAT Chemistry and Classification
- Title 49 Federal HAZMAT Regulations
- Federal Motor Carrier Safety Administration Inspector / Trainer
- Radiation Specialist
- FBI Interview, Interrogation and Hostage Negotiation
- Background Investigator

Relevant Experience Highlights:

- Physical Security and Emergency Response Planner on seven AWIA projects – Colorado and nationwide.
- Colorado State Patrol:
 - Level VI WIPP Instructor.
 - Full Skills Instructor Driving, Police Officer Standards and Training (P.O.S.T.)
 - HAZMAT Technician/Specialist, Division of Fire Safety.
 - HAMAT Operations, Division of Fire Safety.
 - Driving Instructor, P.O.S.T.
 - Gang Resistance Education and Training.
 - Tactical Road Block/Vehicle Assault, CSP.
 - Field Training Officer, CSP.
 - Introduction to Instruction, P.O.S.T.

Joseph McCroy – Lead Cybersecurity Specialist

Joseph McCroy is a retired Army Reserve Major with experience in Cyber Threat Intelligence and Supervisory Control and Data Acquisition (SCADA) system components, Industrial Control Systems (ICS), and US Critical Infrastructure. He has two decades of experience in the IC community, including nine years specializing in Military Intelligence training and doctrine; eight years involvement as an MI Staff Officer responsible for strategic communications, curriculum development, policy writing, and enforcement.

Education:

- MS, Military Intelligence, Command Control and Information Operations, American Military University.
- BS, Criminal Justice, Chapman University.

Specialized Training and Certifications:

- AWWA Utility Risk and Resilience Certificate.
- Certified SCADA Network Security Architect (CSSA).
- Active Top Secret (TS) with Sensitive Compartmented Information (SCI) with Counterintelligence Polygraph; trained in OSI model and underlying network protocols (e.g., TCP/IP).

Relevant Experience Highlights:

- Assistant Project Manager or Senior Cybersecurity Specialist for 25 Risk & Resilience Assessments in California, Texas, Utah, Colorado, Kansas, and North Carolina.
- Knowledge of SCADA-ICS and OT systems across several critical infrastructure industries and public utilities which includes water and wastewater treatment plants, oil and gas refineries and power transmission system.
- Applied comprehension of tactical to strategic level intelligence analysis of cyber threats, vectors, and actors to support cyber defense and computer network operations.

- Advise the Army and Air Force on understanding network vulnerability, and malware analysis that can be conducted to identify Indicators of Compromise (IOC) in ICS-SCADA systems like utilities, water and wastewater treatment plants; oil and gas refineries and power transmission system.
- Consulted the Army and Air Force on the uses of forensics, network vulnerability, and malware analysis to conduct both technical analysis of cyber threats and events as well as all-source analysis of cyber threats and their vectors and capabilities; helped clients understand a cyber-mission environment.
- Used open-source data and classified reporting to analyze and document the political, economic, social, and behavioral aspects of malicious cyber activity. Provide situational awareness of local, regional, and international cyber threats, including attribution analysis of cyber organizations, programs, capabilities, motivations, and intent to conduct cyberspace operations.
- Facilitated understanding of cyber-attack stages (e.g., reconnaissance, scanning, enumeration, gaining access, escalation of privileges, maintaining access, network exploitation, covering tracks) commonly used on ICS-SCADA and OT systems used in water and wastewater treatments plants and utilities.
- Assessed the physical security of base critical infrastructure.
- Provided situational awareness of local, regional, and international operational and strategic threats, including attribution analysis of enemy forces, programs, capabilities, motivations, and intent to conduct kinetic, non-kinetic and cyber space operations against U.S. and Allied Forces.

Stephen Baruch, D Env, MBCI, CBCP – Senior Emergency Response Advisor



Dr. Stephen Baruch has more than 20 years of experience as a private and public sector expert in Emergency Preparedness and Business Continuity. He designed and implemented Genentech's BCP Program. His past clients include the Rock Church, Stanford University's Office of Real Estate, Jazz Pharmaceuticals, and the San Jose California Water Company. He also developed BCP and ERP plans for MetricStream, Stanford Management Company, Facebook, D.W. Morgan, Netflix, Celera, and the Office of Emergency Services in San Mateo, California.

Education:

- D Env, Environmental Science and Engineering, UCLA.
- MS, Public Health, Yale University.
- MS, Public Administration, University of Southern California.
- BA, Brooklyn College.

Specialized Training and Certifications:

- AWWA Utility Risk and Resilience Certificate.
- Vice Chair, AWWA Security and Emergency Planning Committee, California-Nevada Section.
- Certified Business Continuity Professional (CBCP).
- Member Business Continuity Institute (BCI).
- Carlsbad California Emergency Response Team (CERT).

Relevant Experience Highlights:

- Lead Emergency Response Planner / Senior Emergency Response Advisor for 25 AWIA projects – Colorado and nationwide.
- Business Continuity Consultant – San Jose Water Company (SJWC), California. Implemented improvements to company documentation of life safety, Emergency Response and Business Continuity programs. Proposed recommendations for integrating existing approaches into a best-practice Business Continuity Management program.
- 21 Business Continuity Plans – Enhanced public and private organizational capabilities for more effective recovery from disasters and emergencies, including:
 - Prioritized recovery of mission-critical functions using business impact analysis techniques.
 - Alignment with ISO 22301 requirements.
 - Improved Emergency Operations Center procedures.
 - Improved Crisis Communication plans.
 - Pandemic Plans.
 - Processes for post-disaster damage assessment and reimbursement.

TEAM COLLABORATION

	Scott Thomas, PhD	Jeff Codey	Pacia Diaz, PhD	Robert Kamirky	Joseph McCroy	Stephen Bauch, DEnv
Brownsville Public Utilities, TX	●		●		●	●
Burlingame, CA	●	●	●	●	●	●
Cleveland County Water, NC	●		●		●	●
Contra Costa Water District, CA	●	●	●		●	●
Del Rio, TX	●				●	●
Fresno, CA	●	●			●	●
Gilroy, CA	●	●			●	●
Laredo, TX	●		●		●	●
Lompoc CA	●		●		●	●
Merced, CA	●	●	●	●	●	●
Orem, UT	●	●	●	●	●	●
Parker Water District, CO	●	●	●	●	●	●
Poway, CA	●	●	●		●	●
Rancho Water District, CA	●	●	●		●	●
Redwood City, CA	●	●	●	●	●	●
Rialto, CA	●	●	●	●	●	●
Rohnert Park, CA	●	●	●		●	●
San Juan, TX	●				●	●
San Patricio Water District, TX	●		●		●	●
Santa Clara, CA	●	●	●	●	●	●
South Gate, CA	●	●	●		●	●
Sweetwater Authority, CA	●	●	●		●	●
Western Municipal Water District, CA	●	●	●		●	●
Wichita, KS	●		●		●	●

Years of Relevant Experience	27	28	21	23	20	21
AWWA Risk & Resilience Certification	●	●	●	●	●	●



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/7/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with 2 main columns: PRODUCER (Smith Brothers Insurance, LLC) and CONTACT NAME (Erin Senay). Includes sub-rows for INSURER A (Crum & Forster), INSURER B (Chubb National), and INSURER C through F.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: 1

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

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, Pollution liability, and Professional Liab.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Grand Junction is included as additional insured under the general liability, per the policy terms and conditions.

CERTIFICATE HOLDER CANCELLATION

Table with 2 columns: CERTIFICATE HOLDER (City of Grand Junction) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Includes signature of Kimberley S. Connolly).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured.

SECTION III – WHO IS AN INSURED within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability caused, in whole or in part, by “your work” for that insured which is performed by you or by those acting on your behalf.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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

Name of Additional Person(s) or Organization(s):	Location And Description Of Completed Operations
Blanket when specifically required in a written contract with the named insured.	Blanket when specifically required in a written contract with the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section III – Who Is An Insured within the Common Provisions is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury” or “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”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED WITH WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured.

- A. **SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to “claims” caused in whole or in part, by “your work” for that person or organization performed by you, or by those acting on your behalf.

This insurance shall be primary and non-contributory, but only in the event of a named insured’s sole negligence.

- B. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for “damages” arising out of “your work” performed under a designated project or contract with that person(s) or organization(s).
- C. This Endorsement does not reinstate or increase the Limits of Insurance applicable to any “claim” to which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

ENVIRONMENTAL EXCESS LIABILITY POLICY

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 stated in Item 1. of the Declarations. The term Insured means any person or organization qualifying as an insured in the "controlling underlying insurance". The words "we", "us" and "our" refer to the Company stated on the Declarations providing this insurance. Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION III DEFINITIONS** and other provisions of this policy for such meanings.

I. INSURING AGREEMENT

We will pay on behalf of the Insured the "ultimate net loss":

1. In excess of all "underlying insurance",
2. Provided the injury or offense takes place during the Policy Period of this policy, and
3. Only after all "underlying insurance" has been exhausted by the payments of the limits of such insurance for losses arising out of "occurrences", "pollution conditions" or "wrongful acts" insured by all of the policies designated in the Declarations as "underlying insurance".

If any "underlying insurance" does not pay a loss for reasons other than the exhaustion of an aggregate limit of insurance, then we shall not pay such loss.

We have no obligation under this insurance with respect to any claim or suit settled without our consent.

The amount we pay is limited as described in **SECTION IV. LIMIT OF LIABILITY**.

If we are prevented by law from paying on behalf of the Insured for coverage provided under this insurance, then we will indemnify the Insured.

The Agreements, Definitions, Terms, Conditions, and Exclusions of the "controlling underlying insurance" scheduled in Item 5. of the Declarations, in effect at the inception date of this policy, apply to this coverage unless:

1. They are inconsistent with provisions of this policy; or
2. There are provisions in this policy for which a similar provision is not contained in the "controlling underlying insurance"; or
3. They relate to premium, subrogation, any obligation to defend, the payment of expenses, Limits of Insurance, cancellation or any renewal agreement.

With respect to the exceptions described in 1., 2. or 3. above, the provisions of this policy will apply.

II. DEFENSE PROVISIONS AND SUPPLEMENTAL PAYMENTS

A. DEFENSE PROVISIONS

We shall not be called upon to assume charge of the investigation, settlement or defense of any claim made or suit brought against the Insured, but we shall have the right and be given the opportunity to be associated in the defense and trial of any claims or suits relative to any "occurrence", "pollution condition" or "wrongful act" which, in our opinion, may create liability on the part of us under the terms of this policy.

If we assume such right and opportunity, we shall not be obligated to defend any suit after the

applicable limits of this policy have been exhausted by payment of the "ultimate net loss".

B. SUPPLEMENTAL PAYMENTS

The only supplemental payments and expense that we shall pay under this policy are as follows:

1. All expenses incurred by us and solely at our discretion;
2. All interest on that part of any judgment which accrues after entry of the judgment and before we have paid, offered to pay, or deposited into court that part of the judgment, payable under this policy, which does not exceed the Limits of Insurance, and to which this policy applies;
3. If all "underlying insurance" pays pre-judgment interest, then we will pay related pre-judgment interest awarded against the Insured on the part of the judgment we pay. If we make an offer to pay the applicable Limits of Insurance, we will not pay any pre-judgment interest based on that period of time after the offer.

C. DEFENSE AND SUPPLEMENTAL PAYMENTS CONDITION

Defense provisions and supplemental payments are subject to all of the foregoing and:

1. If defense and/or supplemental payment expenses are included within the limit of insurance of any "underlying insurance", then any such expense payment we make shall reduce the Limits of Insurance of this policy.
2. If none of the policies of "underlying insurance" includes defense and/or supplemental payment expenses within the limit of insurance of the "underlying insurance", then any such expense payment we make shall not reduce the Limits of Insurance of this policy.

III. DEFINITIONS

- A. "Controlling underlying insurance" means the policy or policies of insurance as stated in Item 5. of the Declarations.
- B. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- C. "Pollution condition" means the discharge, dispersal, seepage, migration, release, escape, presence or movement of "pollutants". Two or more "pollution conditions" arising out of the same or related acts of discharge, dispersal, seepage, migration, release, escape or movement of "pollutants" shall be deemed to be a single "pollution condition".
- D. "Ultimate net loss" means the amount of the principal sum, award or verdict actually paid or payable in cash in the settlement or satisfaction of claims for which the insured is liable, either by adjudication or compromise with the written consent of us, after making proper deduction for all recoveries and salvages.

Defense and supplemental expense payments shall be included within the "ultimate net loss", provided that such expense payments are included within the agreements, terms, conditions, and limits of insurance of any "underlying insurance" in accordance with **SECTION II., Paragraph C. DEFENSE AND SUPPLEMENTAL PAYMENTS CONDITION.**

- E. "Underlying insurance" means the policy or policies of insurance as described in Item 5. of the Declarations, including "controlling underlying insurance".
- F. "Wrongful act" means an act, error or omission in the rendering or failure to render "professional services" by any insured covered under an underlying Errors and Omissions policy.

IV. LIMIT OF LIABILITY

The Limit of Liability stated in the Declarations as applicable to Each Occurrence shall be the total limit of our liability for all loss sustained as the result of any one "occurrence", "pollution condition" or "wrongful act". If a deductible amount is stated in Item 4. of the Declarations, our liability for loss sustained as the result of any one "occurrence", "pollution condition" or "wrongful act" shall be limited to amounts in excess of that deductible.

The Limit of Liability stated in the Declarations as "aggregate" shall be the total limit of our liability for all losses sustained during each annual period of this policy except for losses covered in the "underlying insurance" to which no underlying aggregate limit applies and for which any "underlying insurance" provides coverage that is subject to an aggregate limit.

This policy shall apply in excess of the "underlying insurance" limits shown in the Declarations. However, if the "underlying insurance" limit has been reduced or exhausted solely by reason of losses paid thereunder arising out of "occurrences", "pollution conditions" or "wrongful acts" which take place during the policy period of this policy, then this policy shall:

1. In the event of reduction, pay the excess of the reduced underlying limit;
2. In the event of exhaustion, continue in force as "underlying insurance".

However, when 1. or 2. above apply, we will not pay that portion of a loss that is within the underlying limits of insurance which you have agreed to fund by self-insurance or means other than insurance.

The Limit of Liability of this policy shall apply to the entire policy period and will not reinstate annually if the policy period is greater than twelve months. If the Policy Period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the Limit of Liability.

V. EXCLUSIONS

This insurance does not apply to:

A. ASBESTOS AND LEAD

Any liability arising out of or in any way related to:

1. Asbestos, asbestos fibers, or any product containing asbestos or asbestos fibers; or
2. The actual, alleged, or threatened exposure to lead or any substance containing lead.

This policy does not apply to Economic Loss, Diminution of Property, Abatement Costs, or any other loss, cost, or expense including Equitable Relief, in any way or to any extent arising out of or involving:

1. Asbestos, asbestos fibers or any product containing asbestos, or asbestos fibers; or
2. Lead or any substance containing lead.

This policy provides no coverage for any fees, costs, or expenses of any nature whatsoever in the investigation or defense of any claim or suit arising out of or involving:

1. Asbestos, asbestos fibers, or any product containing asbestos or asbestos fibers; or
2. Lead or any substance containing lead.

As used in this exclusion:

Abatement Costs means any actual or potential damages, costs, fees, or expenses, including

the costs of inspection, removal, or replacement.

Diminution of Property means the diminishing or lessening in value of property.

Economic Loss means any actual or potential damages, costs, fees, expenses, or lost profits arising out of or involving the manufacture or utilization of a good or product.

Equitable Relief means any remedy of relief, including restitution or injunctive relief, sought in a court with equitable powers.

B. POLLUTION

1. Any liability arising directly or indirectly out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.
2. Any loss, cost or expense arising out of any:
 - a. Request, demand or order that you 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 a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effect of pollutants.

Pollutants means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

C. CONTROLLING UNDERLYING INSURANCE

Any liability excluded by "controlling underlying insurance".

D. NUCLEAR ENERGY

1. Under any Liability Coverage to injury, sickness, disease, death or destruction.
 - a. With respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limits of liability; or
 - b. Resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization.
2. Under any Medical Payments coverage or under any Supplementary Payments provision relating to immediate medical or surgical relief to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear facility by any person or organization.
3. Under any Liability coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - a. The nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of an Insured or (2) has been discharged or dispersed there from;
 - b. The nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported, or disposed of by or on behalf of an Insured; or

- c. The injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

4. As used in this policy:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear or by-product material;

"source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel," means any fuel element or fuel component, solid or liquid which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing by-product material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facilities under paragraph (a) or (b) thereof;

"nuclear facility" means:

- a. any nuclear reactor;
- b. any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste;
- c. any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- d. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operation;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

"Property damage" includes all forms of radioactive contamination of property.

E. E.R.I.S.A

Any obligation or liability for which the Insured or any of its insurers may be held liable under the Employees' Retirement Income Security Act of 1974 (E.R.I.S.A.), and any amendments thereto or any similar federal, state, local, or foreign law.

F. PUNITIVE OR EXEMPLARY DAMAGES

Punitive or exemplary damages, fines or penalties.

G. COMPUTER-RELATED AND OTHER ELECTRONIC PROBLEMS

Liability arising directly or indirectly out of:

1. Any actual or alleged failure, malfunction or inadequacy of:
 - a. Any of the following, whether belonging to Insured or to others:
 - (1) Computer hardware, including microprocessors;
 - (2) Computer application software;
 - (3) Computer operating systems and related software;
 - (4) Computer networks;
 - (5) Microprocessors (computer chips) not part of any computer system; or
 - (6) Any other computerized or electronic equipment or components; or
 - b. Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in paragraph **a.** above
- due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times, including the year 2000 and beyond.
2. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by the Insured or for the Insured to determine, rectify or test for, any potential or actual problems described in paragraph **1.** above.

H. INFRINGEMENT OF COPYRIGHT, PATENT, TRADEMARK OR TRADE SECRET

“Personal and advertising injury” arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your “advertisement” of copyright, trade dress or slogan.

VI. CONDITIONS

A. APPEALS

If you or any of your underlying insurers elect not to appeal a judgment in excess of the limits of liability afforded by the “underlying insurance”, we may elect to appeal. Our Limits of Insurance shall not be increased because of the appeal, except that we will make the appeal at our cost and expense.

B. ASSIGNMENT

Your interest in this policy may not be transferred to another, except by an endorsement issued by us which gives our consent. If you are bankrupt or insolvent or if you die, this policy shall cover your legal representative(s), but only while acting within the scope of their duties as such.

C. AUDIT OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during this policy period and within three (3) years after the final termination of this policy.

D. BANKRUPTCY OR INSOLVENCY

Bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this policy.

E. BANKRUPTCY OR INSOLVENCY OF UNDERLYING INSURER

For all purposes of this policy, if any “underlying insurance” is not available or collectible

because of:

1. The bankruptcy or insolvency of the underlying insurer(s) providing such "underlying insurance"; or
2. The inability or failure for any other reason of such underlying insurer(s) to comply with any of the obligations of its policy;

then this policy shall apply as if "underlying insurance" were available and collectible.

F. CANCELLATION OR NON-RENEWAL

1. The First Named Insured, as stated in Item 1. of the Declarations, may cancel this policy by mailing or delivering to us this policy or written notice of cancellation, stating when thereafter the cancellation is to be effective.
2. We may cancel or non-renew this policy by mailing or delivering to the First Named Insured written notice at least:
 - a. 10 days before the effective date of cancellation, if we cancel for nonpayment of Premium as stated in Item 6. of the Declarations; or
 - b. 20 days before the effective date of cancellation or non-renewal, if we cancel for any other reason, or non-renew.
3. We will mail or deliver our notice to the First Named Insured's last mailing address known to us.
4. Notice of cancellation or non-renewal will state the effective date of cancellation or non-renewal and will be effective for all Insureds. The Policy Period will end on that date.
5. If this policy is canceled, we will send the First Named Insured any Premium refund due. If we cancel, return Premium will be pro rata, subject to a minimum premium earned by us of 25% of the Premium stated in Item 6. of the Declarations. If cancellation is at the request of the First Named Insured, return Premium will be computed at 90% of pro rata unless prohibited by law or statute. Any cancellation by the First Named Insured is subject to the Minimum Earned Premium stated in Item 6. of the Declarations.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

G. CHANGES

This policy (including the Declarations and any schedules and endorsements attached) contains all the agreements between you and us concerning this insurance. You are authorized to make changes in the terms of this policy, with our consent.

This policy's terms and conditions can be amended or waived only by written endorsement issued by us and made a part of this policy.

H. DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT

1. You must see to it that we are notified as soon as possible of an "occurrence", "pollution condition" or "wrongful act" which may result in a claim or suit under this policy. To the extent possible notice should include:
 - a. How, when and where the "occurrence", "pollution condition" or "wrongful act" took place;
 - b. The names and addresses of any injured persons and witnesses; and
 - c. The nature and location of any injury or damage arising out of the "occurrence", "pollution condition" or "wrongful act".
2. If a claim is made or suit is brought against any Insured that is likely to involve this policy, you must see to it that we receive prompt written notice of the claim or suit.

3. You and any other involved Insured must:
 - a. Immediately send us copies of any demands, notices, summons, or legal papers received in connection with the claim or suit;
 - b. Authorize us to obtain records and other information;
 - c. Cooperate with us in the investigation, settlement or defense of the claim or suit;
 - d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to any Insured because of injury or damage to which this policy may also apply;
4. You shall not make or authorize an admission of liability, attempt to settle, incur any expense, make any payment other than for first aid, or otherwise dispose of any claim or suit without our written consent.
5. You must see to it that we are notified promptly of any "occurrence", "pollution condition" or "wrongful act" which involves any of the following injuries or events:
 - a. Any brain damage;
 - b. Spinal cord injury with paralysis;
 - c. Severe burns resulting in disfigurement;
 - d. Amputations and/or multiple fractures;
 - e. Fatal injuries;
 - f. Permanent disabilities; sexual molestation and/or rape;
 - g. Massive internal injuries;
 - h. Any coverage issue which may trigger a reservation of rights or coverage declination; or
 - i. Any claim with an incurred exposure of \$250,000 or above.

You will also promptly advise us of the estimated amount of loss and of adjustment expenses in connection with each claim or loss and of any subsequent changes to those estimates.

I. INSPECTION AND SURVEYS

We have the right, but are not obligated, to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the Premiums to be charged. We do not:

1. Make safety inspections;
2. Undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public; or
3. Warrant that conditions are safe or healthful or comply with laws, regulations, codes or standards.

This condition applies not only to us but also to any rating service or similar organization that makes insurance inspections, surveys, reports or recommendations.

J. LEGAL ACTION AGAINST US

No person or organization has a right under this policy to:

1. Join us as a party or otherwise bring us into a suit asking for damages from you;
2. Sue us, unless all of the terms of this policy have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against you obtained after trial. We will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of this policy. An agreed settlement means a settlement and release of liability signed by us, you, and the claimant or the claimant's legal representative.

K. MAINTENANCE OF UNDERLYING INSURANCE

The policy or policies referred to in the Declarations and Schedule of "Underlying Insurance" or renewals or replacements thereof not more restrictive in coverage shall be maintained in full effect during this policy period, except for any reduction in the aggregate limits solely by payment of claims and/or claims expense.

If such "underlying insurance" is not maintained in full effect by you, if there is any material change in the coverage of any "underlying insurance", or if any limits of liability of "underlying insurance" are:

1. Less than as stated in the Schedule of "Underlying Insurance";
2. Unavailable to you due to bankruptcy or insolvency of an underlying insurer; or

then the insurance afforded by this policy shall apply in the same manner as if such "underlying insurance" and limits of liability had been in effect, available, so maintained unchanged and collectible.

L. OTHER INSURANCE

If other insurance (whether such insurance is stated to be primary, contributing, excess or contingent) collectable or not, is available to you covering a loss also covered by this policy, other than a policy that is specifically written to apply in excess of this policy, the insurance afforded by this policy shall apply in excess of and shall not contribute with such other insurance.

However, if a written contract between you and an additional insured specifically requires that this insurance be primary, then this insurance will be primary to and noncontributing with other insurance maintained by the additional insured; however this primary and noncontributing coverage is limited to the amount of insurance required as specified in the contract.

M. PREMIUM

The First Named Insured is responsible for the payment of all Premiums. All other Insureds are contingently liable for payment of Premium if the First Named Insured fails to do so.

The Premium for this policy, as stated in Item **6.** of the Declarations, is a flat Premium. It is not subject to an adjustment unless stated in the Declarations or an endorsement attached to this policy.

N. REPRESENTATIONS, FRAUD, OR CONCEALMENT

By accepting this policy, you agree that:

1. The statements in the Declarations, Schedule of "Underlying Insurance", and Application for this policy are accurate and complete;
2. Those statements are based upon representations you made to us;
3. This policy has been issued in reliance upon your representations; and

4. This policy is void in any case of fraud by you or if you intentionally conceal or misrepresent any material fact as it relates to this policy or any claim under this policy.

O. SEPARATION OF INSURED

Except with respect to the Limits of Insurance, this policy applies:

1. As if each Insured were the only Insured;
2. Separately to each Insured against whom claim is made or suit brought.

P. SUBROGATION

In the event of any payment under this policy by us, we shall be subrogated to all of your rights of recovery against any person or organization, and you shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. You shall do nothing after loss to prejudice such rights.

The amount recovered as subrogation shall be apportioned in the inverse order of payment of the "ultimate net loss" to the extent of the actual payment. The expenses of all recovery proceedings shall be apportioned in the ratio of respective recoveries.

We have no duty to provide coverage under this policy unless you and any other involved insured have fully complied with the conditions of this policy.

However, if a written contract between you and an additional insured specifically requires it, we will waive any right of recovery we may have against that person or organization because of payments we make for injury or damage arising out of your work performed for that person or organization under such written contract, but only if the injury or damage does not result from the sole negligence of that person or organization.

Q. TITLES OR CAPTIONS OF POLICY PROVISIONS

The title or caption of the sections and paragraphs of this policy and any attached endorsements are solely for convenience or reference. They do not affect the provisions to which they relate.

R. SERVICE OF SUIT

It is agreed that service of process in any suit on this policy against us may be made upon the highest one in authority bearing the title of commissioner, director or superintendent of insurance of the state or commonwealth wherein this policy is delivered or issued. The one in authority bearing the title commissioner, director, or superintendent of insurance of the state or commonwealth where this policy is delivered is hereby authorized and directed to accept service of process on behalf of this Company in any such suit; provided such commissioner, director, or superintendent has a procedure for forwarding suits to insurance companies by registered or certified mail and agrees to abide by such procedure by mailing via certified mail all documents so served to Crum and Forster Specialty Insurance Company, Attention: Claims, 305 Madison Avenue, Morristown, NJ 07960.

It is further agreed that the Insured shall, by registered mail, send to Crum and Forster Specialty Insurance Company, Attention: Claims, 305 Madison Avenue, Morristown, NJ 07962 a copy of all documents relating to the service of process and suit as the Insured has delivered to the highest one in authority of the insurance department of the state in which the suit has been instituted.