

CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this <u>5th</u> day of <u>December 2017</u> by and between the <u>City of Grand Junction</u>, Colorado, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and <u>Ciavonne Robberts & Associates, Inc.</u> hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Contractor furnish all labor, services, supplies, materials, drawings, scope, and everything necessary and required for the Project described by the Contract Documents and known as <u>Professional Landscape Architectural Services for Final</u> <u>Design of the Riverfront at Las Colonias Park Area 4430-17-DH</u>.

WHEREAS, the Contract has been awarded to the above named Contractor by the Owner, and said Contractor is now ready, willing and able to perform the services specified in accordance with the Contract Documents;

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

ARTICLE 1

<u>Contract Documents</u>: 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. Negotiated Terms and Conditions/Scope of Services, Pricing, etc., per the Contractor's proposal;
- c. Solicitation Documents for the Project; **Professional Landscape Architectural Services for Final Design of the Riverfront a Las Colonias Park Area;**

- d. Contractors e-mail scope clarifications;
- e. Services Change Requests (directing that changed services be performed);
- f. Change Orders.

ARTICLE 2

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

ARTICLE 3

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

ARTICLE 4

<u>Contract Time</u>: Time is of the essence with respect to this Contract. The Contractor hereby agrees to commence Services under the Contract on or before the date specified in the Solicitation from the Owner, and to achieve Substantial Completion and Final Completion of the Services within the time or times specified in the Solicitation.

ARTICLE 5

<u>Contract Price and Payment Procedures:</u> The Contractor shall accept as full and complete compensation for the performance and completion of all of services specified in the Contract Documents, the guaranteed maximum price of **Forty Nine Thousand Eight Hundred Fifty Five and 00/100 (\$49,855.00).** 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 Contractor 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 Contractor and approved by the Owner in accordance with the Solicitation.

ARTICLE 7

<u>Contract Binding</u>: The Owner and the Contractor 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 Contractor and may only be altered, amended or repealed by a duly executed written instrument. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents and specifically, the Contractor shall not assign any moneys due or to become due without the prior written consent of the Owner.

ARTICLE 8

<u>Severability:</u> 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 Contractor has signed this Contract the day and the year first mentioned herein.

The Contract is executed in two counterparts.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by: Duane Hof Bv Duane Hoff Jr., Senior Buver

12/8/2017 | 11:27 MST Date

Ciavonne Roberts & Associates, Inc.

By: Ted Ciavonne, Pld, Ciavonne Roberts & Associates, Inc. 12/6/2017 | 11:09 MST

Ted Ciavonne, PLA, Ciavonne Roberts & Associates, Dante.



-4430-17-DH

PROFESSIONAL LANDSCAPE ARCHITECTURAL SERVICES FOR FINAL DESIGN OF THE RIVERFRONT AT LAS COLONIAS PARK AREA

PURCHASING REPRESENTATIVE:

Duane Hoff Jr., Senior Buyer duaneh@gjcity.org 970-244-1545

This solicitation has been developed specifically for a 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.

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SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

1.1 Issuing Office: This () is issued by the City of Grand Junction. All contact regarding this is directed to:

QUESTIONS:

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

- **1.2 Purpose:** The purpose of this is to obtain proposals from qualified professional firms to provide landscape architectural services for the Riverfront at Las Colonias Park area.
- **1.3 The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- **1.4 Compliance:** All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this 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 .
- 1.5 Submission: Please refer to section 5.0 for what is to be included. Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (https://www.rockymountainbidsystem.com/default.asp). This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.) Please view our "Electronic Vendor Registration Guide" at http://www.gicity.org/business-and-economicdevelopment/bids/ for details. For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 "Preparation and Submittal of Proposals." Submittals received that fail to follow this format may be ruled non-responsive. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor MUST contact RMEPS to resolve issue prior to the response deadline. 800-835-4603).
- **1.6** 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.
- **1.7 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.

- **1.8** 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.
- **1.9** 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 or extensions to the opening/receipt date shall be made by a written Addendum to the 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 <u>www.rockymountainbidsystem.com</u>. Offerors shall acknowledge receipt of all addenda in their proposal.
- **1.10** Exceptions and Substitutions: All proposals meeting the intent of this 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.
- 1.11 Confidential Material: All materials submitted in response to this 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.
- **1.12 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 , subject to limitations outlined in the entitled "Confidential Material". Disqualification of a proposal does not eliminate this right.
- **1.13 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.
- **1.14 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.
- **1.15** Sales Tax: The Owner is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.
- **1.16 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 Terms: A proposal submitted in response to this 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 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 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 .
- 2.2. Execution, Correlation, Intent, and Interpretations: The Contract Documents shall be signed by the Owner and Contractor. By executing the contract, the Contractor represents that 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 Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the services. The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor.
- 2.5. Payment & Completion: The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the 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 Contract Documents. The services performed and materials placed 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 Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.
- 2.6. Protection of Persons & Property: The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the services, or in consequence of the non-execution thereof by the Contractor, 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 Contractor 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 Contractor shall promptly correct all services found by the Owner as defective or as failing to conform to the contract documents. The Contractor 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, 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. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- **2.14. Debarment/Suspension:** The Contractor herby certifies that the Contractor 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 .
- 2.17. Contract: This, 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 servicesers 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, subcontractor 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 Servicesers' 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 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.
- **2.32.** Venue: Any agreement as a result of responding to this 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 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 Contractor certifies and agrees that no gratuities or kickbacks were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the Contractor breaches or violates this warranty, the Owner may, at 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 Serviceser'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 Contractor 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 .
- 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. "Contractor" is the person, organization, firm or consultant identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor 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. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor 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 Contractor 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 subproposers 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 Subcontractor of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to The Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain

such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

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

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

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

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

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

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

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

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

This policy shall provide coverage to protect the contractor 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 Contractor. The Contractor shall be solely responsible for any deductible losses under any policy required above.

SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

4.1. General/Background: Las Colonias Park is 123 acres and sits adjacent to downtown Grand Junction along the banks of the Colorado River. The park offers easy access to recreational amenities and active transportation commuter routes along the river, as well as convenient access to shopping and businesses. It also functions as a gateway into

downtown from Highway 50. It has a diverse and rich history, as it is situated just upstream from the namesake of the community, the confluence of the Gunnison and Colorado Rivers, and has strong connections to the rest of the community along an existing and expanding Riverfront Trail system. The park was formerly used as migrant farm housing then a uranium mill which produced 2.2 million tons of radioactive tailings. The western end of the park includes the 15 acre Watson Island. Not unlike other Western Slope riverfront communities, this island and surrounding area was used as a junkyard until the 1980's. Thanks to strong civic leadership, the island was cleaned up, cleared of invasive weed species and was developed as an 18 hole disc golf course. The overall vision for Las Colonias Park is to restore and revitalize 123 acres on the banks of the Colorado River. The most recent phase completed the amphitheater in the summer of 2017. This phase includes buildout of the balance of the park including the boat launch, dog park, festival area, Butterfly Lake, "Google-like" campus area, various commercial pad sites, landscape areas within the parking areas, and a zipline. The master plan, revised in 2017 can be found on Attachment #1.

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, drawings, engineering work, shipping/freight, licenses, permits, fees, etc.

All fees will be considered by the Owner to be <u>negotiable</u>. The fee proposals will not be opened by the Owner until a prospective awarded firm has been determined. Then, only the fee proposal of the successful preferred proposer will be opened. However, the Owner reserves the right to open competing fee proposals and consider their contents if a contract agreement cannot be negotiated with the number one selected firm or if it is considered in the best interest of the Owner to do so.

4.2.2 Codes: Contractor shall ensure that project design, scope, and specifications meets all Federal, State, County, and City Codes.

4.3. Specifications/Scope of Services:

4.3.1. **Landscape Design.** The general scope of services requires a contract with a landscape architectural firm. The landscape architect will be responsible for working closely with the Owner to develop all final design and construction documents for the outdoor amenities including the landscaping, fencing, bridges, and hardscape.

NOTE: All recommended Landscape materials to include but not limited to, tree/shrub size and species, top soil composition, soil amendments, all irrigation components, fencing type and size, turf type and species and hardscape recommendations shall be submitted to the Owner for review and approval before being placed on the final plans.

The areas described below are graphically depicted on Attachment #2 and areas to be landscape are detailed on Attachment #3.

<u>**Park Areas**</u> – Landscape architect will be responsible for development of final plans for all landscaping within these park areas.

Festival Area – Gently sloped lawn of approximately 3.0 acres is proposed as an open expanse of grass that can be used for unstructured play. This area will likely host a variety of events with a majority of the expected use for small to medium sized community events during the warmer months of April through October. Crowd size is anticipated to be from 500 to 1,000.

Dog Park and Stormwater Quality Basin Area – approximately 2.5 acres. Proposed as a blue grass facility with a lake in the shape of a dog bone. Fencing will also be required. This area just east of the dog park will treat the stormwater from the western portion of the development

Riverfront Trail – the trail will remain in its existing location.

Trail Restroom/Shelter – Stand-alone restroom/shelters are proposed at the following locations:

- 1. West side of the dog park
- 2. Northwest corner of the festival area
- 3. Southeast of Butterfly Lake

The restroom/shelters will be similar in size and design to the one that was constructed in 2014 just east of the Botanical Gardens.

<u>Streetscape Areas</u> – Landscape architect will be responsible for development of final plans for all landscaping within these streetscape areas.

Phase 1 – Main Road and West road – Main entrance off of Riverside Parkway and secondary road along west side of park.

Phase 1a – West road along west side of park to west park entrance

Phase 2 – Main Road to 27 ½ Road

Phase 3 – Secondary road from Main Road to boat ramp

Lease Areas - These areas will be leased to the Las Colonias Development Corporation for subleasing to individual business interests. The landscape architect will be responsible for the following:

Lease Parcel #1 Final design for elements around butterfly lake and along the ponds including bridge structures over outfalls of each pond.

Lease Parcel #2: Conceptual design for irrigation supply

Lease Parcel #3: Conceptual design for irrigation supply

Lease Parcel #4: Final design for elements north of parking lot and for plaza area including provisions for planters, outdoor lighting, and eventual water interactive water feature..

4.3.2 Irrigation: Related to this project (but designed and constructed by others) is a pressurized raw water line (RWL) that will generally loop around the entire project area. This RWL is part of a bigger project that delivers water from a City Water Plant to numerous areas, including Las Colonias Park. Irrigation Design for this project is to assume the presence of a 6 inch looped main, pressurized to around 90 PSI, as the source for all landscape water for the park space, streetscape, common

areas as well as individual Building Pad sites. The irrigation design Scope shall include:

- Designing all irrigation for the common areas including maintained turf areas, shrub bed areas, separate tree planting irrigation, and possibly annual/perennial planting areas;
- Identifying and designing for 'stub line connections' from the RWL to the necessary valve locations within the common areas, and to each of the building pad sites;
- Designing for the necessary number of irrigation zones for the common areas, and separating the zones for maintained turf areas, shrub bed areas, separate tree planting irrigation, and possibly annual/perennial planting areas;
- Designing for matched precipitation within each zone;
- Designing for a two wire control system for the common areas, and consideration for the future building pad sites;
- Designing for City of Grand Junction Central Control System, including all necessary controls, controllers, and systems to complete a functioning system;
- Designing all irrigation using products and techniques that are common and established with the City Parks Maintenance Department.
- **4.3.3** <u>Phasing</u> It is anticipated the project scope will require phasing. The fill for the festival area and other building pads will be excavated materials from the ponds and Butterfly Lake as well as material previously excavated from the riparian area and stockpiled on-site. The anticipated phasing is shown on Attachment #2 and described here:

Phase I Streetscape 1 and 1A

Phase II All remaining elements except Lease Area 2 and Lease Area 3

Schedule for the above phases are identified in section 4.5 below. The consultant shall ensure that Phase I streetscape and lease area 1 (west side) irrigation elements are designed by Friday February 2, 2018 for inclusion in addendum to Phase I. Final design landscape plans will be part of Phase II.

The balance of the irrigation design shall be available March 23, 2018 for inclusion in the Phase II plan set.

4.4. Tentative Time Schedule:

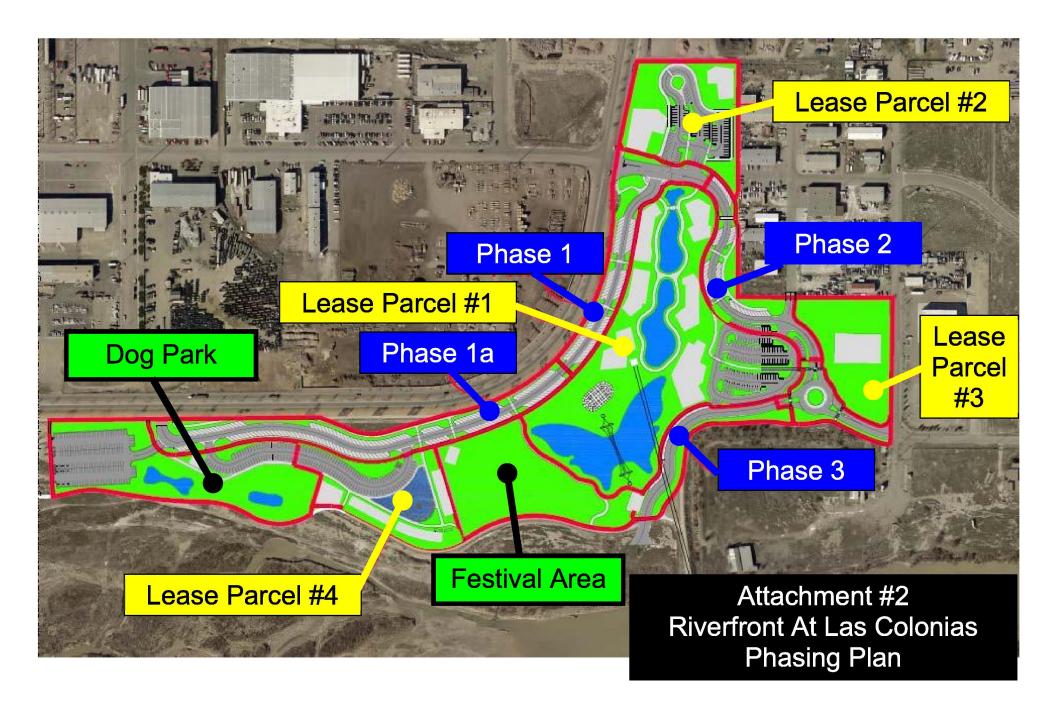
- Contract execution
- Phase I advertise for bids
- Phase I award construction contract
- Phase I construction
- Phase II Advertise for bids
- Phase II Award construction contract
- Phase II Construction

4.5. Questions Regarding Scope of Services:

January 5, 2018 January 28, Feb 5,11,2018 March 7, 2018 late March – June 2018 April 8, 15, 22, 2018 May 16, 2018 June 2018- April 2019 Duane Hoff Jr., Senior Buyer duaneh@gjcity.org



Attachment #1 Riverfront At Las Colonias Las Colonias Park Master Plan Revised 2017



Subject: Landscape Area Breakdown			
PARKS AREAS			
DESCRIPTION	AREA (SF)	AREA (SY)	AREA (AC
Festival Area	130,000	14,444	2.98
Parking Perimeter, Dog Bone Pond and Water Quality Basin Area	108,500	12,056	2.49
PARKS AREAS	238,500	26,500	5.48
STREETSCAPE AREAS			
DESCRIPTION	AREA (SF)	AREA (SY)	AREA (AC
Phase 1 Main Entrance and West Road	20,550	2,283	0.47
Phase 1a West Road	33,260	3,696	0.76
Phase 2 Main Road to Roundabout	22,500	2,500	0.52
Phase 2 Roundabout and east to 27 1/2 Rd	12,350	1,372	0.28
Phase 3 Boat Ramp Rd to Existing trail	15,500	1,722	0.36
STREETSCAPE AREAS	104,160	11,573	2.39
COMMON AREAS			
DESCRIPTION	AREA (SF)	AREA (SY)	AREA (AC
Lease Parcel No. 1	180,900	20,100	4.15
Lease Parcel No. 2	59,750	6,639	1.37
Lease Parcel No. 3	85,500	9,500	1.96
Lease Parcel No. 4	40,400	4,489	0.93
COMMON AREAS	366,550	40,728	8.41
Total All Areas	709,210	78,801	16.28

Attachment #3 Riverfront At Las Colonias Landscape Area Breakdown

Final of Landscape Arch Services for Las Colonias

Ted <ted@ciavonne.com>

Tue 11/28/2017 12:27 PM

To:Duane Hoff Jr. <duaneh@gjcity.org>;

1 attachments (34 KB)

LCBP Final Scope and Fee.pdf;

Duane,

Thank you for this opportunity. Per discussions, the attached is a 'Final' that incorporates some additional tasks that were deemed important.

The red numbers along the left margin reference back to your RFP tasks ... the black numbers next to these are my in-house billing codes (Schematic, Preliminary, Final, Bid Admin, Site Obs.). I have adjusted the tasks accordingly. I have also inserted a "%" column; note that you still need to 'add' together 'landscape' and 'irrigation' within the specific breakdowns of Schematic, Preliminary, and Final for the accurate % value.

As I went through the RFP, Scope, and Fee Proposal the following assumptions became integral to the Scope and Fee:

- Complete Surveys and Engineering Drawings will be provided in AutoCAD format ... possibly with sheet setups we can adopt;
- Restroom Building footprints can be provided;
- City Submittal Processes, if any, will be handled by City Staff, understanding that this Scope provides the necessary Landscape Plan submittals;
- This is a good opportunity to design for Landscape / Reclamation and Irrigation on the river side of existing trail, and have included this in our services;
- We have included some Grading Review at Schematic;
- It appears in the graphic that there is a suspension bridge over the Butterfly lake. Our fee does not include a bridge over the Butterfly Lake;
- Our fee assumes that bridges over the pond outlets are 'simple' or pre-fab, and do not include structural or geotechnical input;
- We assume that all transformer and electrical design are by others (for irrigation controllers, future interactive fountain, Italian Lights, parking, buildings etc.).

Please let me know if you need anything else from us.

Ted Ciavonne, PLA

Ciavonne Roberts & Associates, Inc. *LAND PLANNING AND LANDSCAPE ARCHITECTURE* 222 N. 7th-Street *Grand Junction, CO* 81501 *Ph* (970) 241-0745

CIAVO	NNE ROBERTS & ASSOCIATES, INC.	11/28/2017	
4.3	Scope of Services - Riverfront at Las Colonias Park Area	TASK FEE	%
4.3.1	 0.1 Project Start Up Project Start-up Meeting Review CURRENT Concepts and Masterplan Confirm No Submittals (assume in-house reviews) Parks Staff on Landscape Desires (Program) Parks Staff on Irrigation Desires (Program) Document and follow-up Base sheet set-up (All areas on Attchmnt. 2 - Est. 36 Sheets) Consideration to Phasing 	\$3,105	6%
4.3.1	0.2 Schem. Landscape Design (assume no signif. changes to Att. 2) Landscape: Massing Plan (Canopy, Shrub, Turf) Park Areas Festival Area Dog Park and Storm Water Quality Basin Restroom Surrounds Streetscape Areas Phase 1 Phase 1a Phase 2 Phase 3 Lease Areas Parcel 1 - Butterfly Lake and All Ponds surrounds Parcel 2 - Conceptual only for irrigation determination Parcel 3 - Conceptual only for irrigation determination Parcel 4 - N. of Parking and Plaza Area Planter Plantings Other Areas / Tasks Bridge Structures at all outfalls Planter Design Outdoor Lighting Pavements Future Interactive Water Feature (Program) Input on Grading - ID areas for fine tuning Pond Liner discussions River Side of Existing Trail Schematic Cost Guesstimate	\$5,813	12%
4.3.2	Schematic Irrigation Design Irrigation: Broad Zones / Products, Mainline Options Park Areas Festival Area Dog Park and Storm Water Quality Basin Restroom Surrounds Streetscape Areas Phase 1	\$2,750	6%
	Phase 1a		

	Phase 2		
	Phase 3		
	Lease Areas		
	Parcel 1 - Butterfly Lake and All Ponds surrounds		
	Parcel 2 - Conceptual only for irrigation determination		
	Parcel 3 - Conceptual only for irrigation determination		
	Parcel 4 - N. of Parking and Plaza Area		
	Planters		
	Future Interactive Water Feature (power and water drops))		
	Other Areas / Tasks		
	Initial Consideration to Raw Water Line Alignment		
	Initial Consideration to Sleeving for Mainline		
	Aeration Considerations (All Ponds)		
	South Side of Existing Trail Review Meeting / Redlines / Input		
4.3.1	0.3 Prelim. Landscape Design (assume no signif. changes to Schm.)	\$11,563	23%
	ModSs Relative to Schem. Changes; Plant Placement and Size		
	Park Areas		
	Festival Area		
	Dog Park and Storm Water Quality Basin		
	Restroom Surrounds		
	Streetscape Areas		
	Phase 1		
	Phase 1a		
	Phase 2		
	Phase 3		
	Lease Areas		
	Parcel 1 - Butterfly Lake and All Ponds surrounds		
	Parcel 4 - N. of Parking and Plaza Area		
	Planters Other Areas / Tasks		
	Bridge Structure designs at all outfalls Planter Design		
	Outdoor Lighting design INPUT		
	Pavement Score Design		
	Future Interactive Water Feature		
	Pond Liner design		
	Pond Edge Protection design		
	South Side of Existing Trail Planting		
	Preliminary Specifications		
	Preliminary Cost Guesstimate		
4.3.2	Preliminary Irrigation Design	\$5,938	12%
4.3.2	Modifications Relateive to Schematic Changes	ψ0,000	12/0
	Park Areas		
	Streetscape Areas		
	Lease Areas		
	Parcel 1 - Butterfly Lake and All Ponds surrounds		
	Parcel 4 - N. of Parking and Plaza Area Planters		
	Future Interactive Water Feature (Supply and Sleeving)		
	Sleeving - including future projects		

Phase 2 Phase 3 Lease Areas

Planters

Other Areas / Tasks

Parcel 1 - Butterfly Lake and All Ponds surrounds

Final Sleeving and Taps for Raw Water Line Alignment

Parcel 4 - N. of Parking and Plaza Area

Future Interactive Water Feature

Other Areas / Tasks Confirm Raw Water Line Alignment Modifications to Sleeving for Mainline Aeration Design Preliminary Specifications South Side of Existing Trail Irrigation Review Meeting / Redlines / Input

0.4 Final Landscape Design (assume no signif changes to Prelim) \$11,188 4.3.1 22% Plant Lables and Chart Park Areas **Festival Area** Dog Park and Storm Water Quality Basin Restroom Surrounds Streetscape Areas Phase 1 Phase 1a Phase 2 Phase 3 Lease Areas Parcel 1 - Butterfly Lake and All Ponds surrounds Parcel 4 - N. of Parking and Plaza Area Planters Other Areas / Tasks Bridge Structures at all outfalls **Planter Design** Outdoor Lighting Pavements **Future Interactive Water Feature** Pond Liner Detailing Pond Edge Protection Detailing South Side of Existing Trail Planting **Final Specifications Final Cost Estimate** 4.3.2 **Final Irrigation Design** \$7,000 14% Irrigation Head Layout, Zoning Park Areas Festival Area Dog Park and Storm Water Quality Basin **Restroom Surrounds Streetscape Areas** Phase 1 Phase 1a

	TOTAL FEE FOR ABOVE SCOPE OF SERVICES	\$49,855	
0.6	Site Observation Not Included	\$0	
0.5	Bid Administration and Input <i>Bid Form Descriptions and Quants; Spec Ref.; Addenda</i> Lump sum	\$2,500	5%
	Final Sleeving for Mainline and Laterals Aeration Details South Side of Existing Trail Irrigation Final Specifications Final Cost Estimate Review Meeting / Redlines / Input		

ted@ciavonne.com www.ciavonne.com



VEHICLE OR EQUIPMENT CERTIFICATE OF INSURANCE

DATE (MM/DD/YYYY)

12/06/2017

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

This form is used to report coverages provided to a single specific vehicle or equipment. Do not use this form to report liability coverage	
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ACORD DATE (MM/DD/YYYY) VEHICLE OR EQUIPMENT CERTIFICATE OF INSURANCE 12/06/2017 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. This form is used to report coverages provided to a single specific vehicle or equipment. Do not use this form to report liability coverage provided to multiple vehicles under a single policy. Use ACORD 25 for that purpose. PRODUCER Marissa Treto PHONE (A/C, No, Ext): 9 E-MAIL ADDRESS: 10 PRODUCER CUSTOMER ID #: FAX (A/C, No): Paul Bird Ins Agency Inc 970-683-5479 125 Grand Avenue, #B marissa@paulbirdinsurance.com CO 81501 Grand Junction **INSURER(S) AFFORDING COVERAGE** NAIC # INSURED INSURER A: MILBANK INS CO 41653

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CE	DICATED. NOTWITHSTANDING ANY RI RTIFICATE MAY BE ISSUED OR MAY CLUSIONS AND CONDITIONS OF SUCH	PERT	TAIN, ICIES.	THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	ED BY	THE POLICIE	S DESCRIBE	D HEREIN IS SUBJECT T		
insr Ltr	TYPE OF INSURANCE	ADDI	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	rs	
								EACH OCCURRENCE	\$	
	COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
	CLAIMS-MADE OCCUR							MED EXP (Any one person)	\$	
		1						PERSONAL & ADV INJURY	\$	
		(GENERAL AGGREGATE	\$	
ŀ	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$ \$	
								COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO							BODILY INJURY (Per person)	\$	
-	ALL OWNED AUTOS							BODILY INJURY (Per accident)	\$	
ł	SCHEDULED AUTOS HIRED AUTOS							PROPERTY DAMAGE (Per accident)	\$	
-	NON-OWNED AUTOS								\$	
_		 							\$	
ŀ	EXCESS LIAB OCCUR							EACH OCCURRENCE	\$ \$	
ŀ	DEDUCTIBLE	1							\$	
	RETENTION \$								\$	
		Γ						WC STATU- TORY LIMITS ER		
	AND EMPLOYER'S LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	\$	
	(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	\$	
~	DESCRIPTION OF OPERATIONS below Professional Liab	—		105454365		06/08/2017	06/08/2019	E.L. DISEASE - POLICY LIMIT	\$	1,000,00
A						00/00/2017	magement approximate to the content			
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	Attach .	ACORD 101, Additional Remarks :	Scheduk	e, if more space is		Aggregate		1,000,0
CEF	TIFICATE HOLDER				CAN	CELLATION				
	City of Junction City 250 N. 5th Street			СІТҮО-З	THI AC	E EXPIRATIO	N DATE THI TH THE POLIC	ESCRIBED POLICIES BE C EREOF, NOTICE WILL Y PROVISIONS.		
	Junction City, KS 81501				house the dependent	Panal		dustage		

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/06/2017

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

MPORTANT: 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 ar
conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:						
Julian Henao(0750289)	PHONE						
2718 Patterson Rd	(A/C, NO, EXT): 970-243-1200	(A/C, NO): 970-241	-2387				
Grand Junction CO 81506-4031	E-MAIL ADDRESS: jhenao@farmersagent.c						
	INSURER(S) AFFORDIN	NAIC #					
INSURED	INSURER A: Truck Insurance Excha	nge	21709				
CIAVONNE DOBERTS &	INSURER B: Farmers Insurance Exc	21652					
CIAVONNE, ROBERTS & 222 N 7TH ST	INSURER C: Mid Century Insurance	INSURER C: Mid Century Insurance Company					
222 N / TH ST	INSURER D:	INSURER D:					
GRAND JUNCTION CO 81501	INSURER E:	INSURER E:					
CO 81501	INSURER F:						

COVERAGES

REVISION NUMBER:

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

CERTIFICATE NUMBER:

INSR LTR		TYPE OF INSURANCE		ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
	X	COMMERCIAL GE	NERAI	LLIABILITY						EACH OCCURRENCE	\$	2,000,000
		CLAIMS-MAE	DE [DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$	75,000
										MED EXP (Any one person)	\$	5,000
Ą					Y	Y	605898563	03/05/2017	03/05/2018	PERSONAL & ADV INJURY	\$	2,000,000
	GE	N'L AGGREGATE LIN	AIT API	PLIES PER:						GENERAL AGGREGATE	\$	4,000,000
	Х	POLICY PRO	DJECT	LOC						PRODUCTS - COMP/OP AGG	\$	2,000,000
		OTHER:									\$	
	AU	TOMOBILE LIABILIT	Y							COMBINED SINGLE LIMIT (Ea accident)	\$	2,000,000
		ANY AUTO								BODILY INJURY (Per person)	\$	
A		OWNED AUTOS SCHEDULED ONLY AUTOS					605898563	03/05/2017	03/05/2018	BODILY INJURY (Per accident)	\$	
	X	HIRED AUTOSNON-OWNEDONLYAUTOS ONLY					PROPERTY DAMAGE (Per accident)			\$		
											\$	
		UMBRELLA LIAB		OCCUR						EACH OCCURRENCE	\$	
		EXCESS LIAB		CLAIMS-MADE						AGGREGATE	\$	
		DED RETENTION \$									\$	
		DRKERS COMPENSA D EMPLOYERS ' LIA								PER STATUTE OTHER	\$	
	ANY PROPRIETOR/PARTNER/ Y/N			N/A					E.L. EACH ACCIDENT	\$		
	EXC	EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)								E.L. DISEASE - EA EMPLOYEE	49	
	If yes, describe under DESCRIPTION OF OPERATIONS below									E.L. DISEASE - POLICY LIMIT	\$	
								-				
DESC 22 N	7Th	ON OF OPERATION: ST, GRAND J	S/LOC	TION, CO 815	es (acord 01	0 101, Add	litional Remarks Schedule, may be	attached if more spa	ice is required)			
										31 21		
					2207.00 8 .270.275							Control (No. 1997)
ERTI	FICAT	TE HOLDEP		0 1	v		CANCELL	ATION				

City of Grand Junction 250 N Sth Street Grand Junction Co, 81501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED MACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/06/2017

REVISION NUMBER:

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

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

PRODUCER		CONTACT NAME:					
HENAO JULIA 2718 PATTERSON RD	N(0750289)	PHONE (A/C, NO, EXT): 970-243-1200	1-2387				
GRAND JUNCTION	CO 81506	E-MAIL ADDRESS: jhenao@farmersagent.com					
ORAND JONOTION	00 01000	INSURER(S) AFFORD	NAIC#				
INSURED		INSURER A: Truck Insurance Excha	21709				
		INSURER B: Farmers Insurance Ex	21652				
CIAVONNE, ROBERTS	S & ASSOC INC	INSURER C: Mid Century Insurance Company 21					
222 N 7TH ST		INSURER D: Fire Insurance Exchan	21660				
ODAND IOT	00 04504 0405	INSURER E:					
GRAND JCT	CO 81501-3425	INSURER F:					

COVERAGES

CERTIFICATE NUMBER:

A EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate holder is listed as Additional insured on the named Insured's general liability policy. Waiver of Subrogation applies in favor of the certificate holder on the workers compensation policy.	INSR LTR		TYPE	OF INSURA	NCE	ADDTL SUBR POLICY NU		POLICY NUMBER	JMBER POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
CLAIMS-MADE OCCUR PREMISES (Ea) Occurrence \$ MED EXP (Any one person) \$ GEN!L AGGREGATE LIMIT APPLIES PER: PROJECT LOC POLCY PROJECT LOC OTHER: COMEINED SINCLE LIMIT \$ AUTOMOBILE LABILITY \$ \$ ANY ONDOBILE LIMBLITY \$ \$ ONLY AUTOS NUMPO AUTOS SCHEDULED ONLY AUTOS NUMPORED \$ UMBRELIALIAB OCCUR \$ DED NON-OWNED AUTOS ONLY AUTOROPENSATION AUTOS ONLY \$ ANY PROPRIETOR/PARTNER/ V/N \$ ANY PROPRIETOR/PARTNER/ V/N \$ ANY PROPRIETOR/PARTNER/ N/N AO4077296 01/01/2018 01/01/2019 \$ EACH OCCURRENCE \$ 1.000 \$ \$ \$ \$ ANY PROPRIETOR/PARTNER/ V/N NA N A04077296 01/01/2018 01/01/2019 \$ \$ \$ DESCRUPTION OF OPERATIONS/LOCATIONS/LOCATIONS/VEHICLES (ACODD 101, Additional Remarkes Schedule, may be attached ifmore space is required)			COMMERCIA	GENERAL	LIABILITY						EACH OCCURRENCE	\$	
GENIL AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC OTHER: COMBINED SINGLE LABUITY SCHEDULED SCHEDULED ANYONOBILE LIABILITY SCHEDULED SCHEDULED SCHEDULED OWNY NON-OWNED AUTOS ONLY SCHEDULED OWNY NON-OWNED AUTOS ONLY SCHEDULED UMBRELLA LIAB OCCUR SCHEDULED Excess LAB CLAIMS-MADE SCHEDULED MY PROPRIETOR/PARTNER/ VN N/A ANY ROPONEDOR/PARTNER/ VN ANY ROPONEDOR/PARTNER/ VN ANY PROPRIETOR/PARTNER/ VN <td></td> <td colspan="3">CLAIMS-MADE OCCUR</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>1</td> <td>\$</td>		CLAIMS-MADE OCCUR								1	\$		
GEN'L AGGREGATE LIMIT APPLIES PER: IOC IOC PRODUCY PRODUCY PRODUCY PRODUCY SCHEDULED SCHEDULED<											MED EXP (Any one person)	\$	
AUTOMOBILE LABILITY AUTOO OVINED AUTOS OVINED AUTOS OVINED AUTOS OVINY AUTOS O											PERSONAL & ADV INJURY	\$	
A ATOMOBILE LIABILITY ANY AUTO ONNED AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS NON-OWNED AUTOS NON-OWNED AUTOS NON-OWNED AUTOS NON-OWNED AUTOS ONLY AUTOS ONLY AUTOS NON-OWNED AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS OCCUR CLAIMS-MADE EXCESS LIAB CLAIMS-MADE DED RETENTION S DED RETENTION S DED NETERTION S DED NETERTION S DED NNA NA A04077296 01/01/2018 01/01/2019 EL DISEASE-EAEMPLOYEE \$ 1,00 EL DISEASE-EAEMPLOYEE \$ 1,00 EL DISEASE-EAEMPLOYEE \$ 1,00 EL DISEASE-EAEMPLOYEE \$ 1,00 EL DISEASE-POLICY LIMIT \$ 1,00 DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACODP 101, Additional Remarks Schedule, may be attached if more space is required) Certificate holder is listed as Additional insured on the named Insured's general liability policy. Waiver of Subrogation applies in favor of the certificate holder on the workers compensation policy.		GEN	V'L AGGREGAT	E LIMIT API	PLIES PER:						GENERAL AGGREGATE	\$	
AUTOMOBILE LIABILITY ANY AUTO ONNY AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS			POLICY	PROJECT	LOC						PRODUCTS - COMP/OP AGG	\$	
ATOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY V MARGE CLAIMS-MADE E CLAIMS-MADE			OTHER:									\$	
OWNED AUTOS SCHEDULED ONLY AUTOS HIRED AUTOS NON-OWNED ONLY NON-OWNED HIRED AUTOS NON-OWNED ONLY NON-OWNED AUTOS ONLY NON-OWNED DED RETENTION \$ AND EMPLOYERS' LUBBLITY AUAGRE AND PROPRETOR/PARTNER/ Y/N AN YPROPRIETOR/PARTNER/ Y/N EXECUTIVE OFFICER/MEMBER N/A NY PROPRIETOR/PARTNER/ Y/N EXECUTIVE OFFICER/MEMBER N/A NON-OWNED 01/01/2018 OTHER SCHEDULES DED RETENTION \$ NY PROPRIETOR/PARTNER/ Y/N EXECUTIVE OFFICER/MEMBER N/A NA POLY 01/01/2018 01/01/2019 EL.L EACH ACCIDENT \$ 1,000 EL.L DISEASE - POLICY LIMIT 1,000 DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate holder is listed as Additional insured on the named insured's general liability policy. Waiver of Subrogation applies in favor of the certificate holder on the workers compensation policy.		AUT	TOMOBILE LIA	BILITY								\$	
AUTOS NILY AUTOS NON-OWNED AUTOS NON-OWNED AUTOS ONLY A		ANY AUTO									BODILY INJURY (Per person)	\$	
ONLY AUTOS ONLY Image: Construction of the certificate holder on the workers compensation policy. Image: Construction of the certificate holder on the workers compensation policy. Image: Construction of the certificate holder on the workers compensation policy. Image: Construction of the certificate holder on the workers compensation policy. Image: Construction of the certificate holder on the workers compensation policy. Image: Construction of the certificate holder on the workers compensation policy. Image: Construction of the certificate holder on the workers compensation policy. Image: Construction of the certificate holder on the workers compensation policy. Image: Construction of the certificate holder on the workers compensation policy. Image: Construction of the certificate holder on the workers compensation policy. Image: Construction of the certificate holder on the workers compensation policy. Image: Construction of the certificate holder on the workers compensation policy. Image: Construction of the certificate holder on the workers compensation policy. Image: Construction of the certificate holder on the workers compensation policy. Image: Construction of the certificate holder on the workers compensation policy. Image: Construction of the certificate holder on the workers compensation policy. Image: Construction of the certificate holder on the workers compensation policy. Image: Construction of the certificate holder on the workers compensation policy.								el:			BODILY INJURY (Per accident)	\$	
A UMBRELLA LIAB OCCUR CLAIMS-MADE \$ AGGREGATE \$ DED RETENTION \$ CLAIMS-MADE \$<									and the second	\$			
EXCESS LIAB CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION \$ AND EMPLOYERS' LIABILITY \$ AND EMPLOYERS' LIABILITY N/A ANY PROPRIETOR/PARTNER/ Y/N PECCUTIVE OFFICER/MEMBER N/A EXCLUDED? (Mandatory in NH) N If yes, describe under DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate holder is listed as Additional insured on the named insured's general liability policy. Waiver of Subrogation applies in favor of the certificate holder on the workers compensation policy.					-							\$	
AND END IN STATUTE Image: Statute in the i		UMBRELLA LIAB OCCUR									EACH OCCURRENCE	\$	
WORKERS COMPENSATION WORKERS COMPENSATION PER OTHER AND EMPLOYERS' LIABILITY ANY PROPRETOR/PARTNER/ Y/N N/A N A04077296 01/01/2018 01/01/2019 E.L. EACH ACCIDENT \$ 1,000 EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below N/A N A04077296 01/01/2018 01/01/2019 E.L. DISEASE - EA EMPLOYEE \$ 1,000 DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Image: Comparison of the certificate holder on the workers compensation policy. Image: Comparison of the certificate holder on the workers compensation policy.		EXCESS LIAB CLAIMS-MADE								AGGREGATE	\$		
AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ V/N ANY PROPRIETOR/PARTNER/ V/N EXECUTIVE OFFICER/MEMBER EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate holder is listed as Additional insured on the named Insured's general liability policy. Waiver of Subrogation applies in favor of the certificate holder on the workers compensation policy.		DED RETENTION \$										\$	
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A EXECUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate holder is listed as Additional insured on the named Insured's general liability policy. Waiver of Subrogation applies in favor of the certificate holder on the workers compensation policy.						N/A	515	A04077296	01/01/2018	01/01/2019	E.L. EACH ACCIDENT	\$ 1,000,000	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate holder is listed as Additional insured on the named Insured's general liability policy. Waiver of Subrogation applies in favor of the certificate holder on the workers compensation policy.	А					N	E.L. DISEASE - EA EMPLOYEE				\$ 1,000,000		
Waiver of Subrogation applies in favor of the certificate holder on the workers compensation policy.					IPTION OF						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
Waiver of Subrogation applies in favor of the certificate holder on the workers compensation policy.									Least the sheet 16 mg				
	DESCF Certifi Waive	r of	holder is lis Subrogatior	applies	ditional insure in favor of the	ed on the	e named	Information in Remarks schedule, may I Insured's general liability r on the workers compension of the workers compension of the workers compension of the workers compension of the workers are also be also b	policy. ation policy.	ace is required)			
CERTIFICATE HOLDER CANCELLATION	CERTIF	ICAT	E HOLDER					CANCE		are to the order of the second second			

	CANCELLATION
250 N Sth St	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Grand Junction CO &	31501 AUTHORIZED REPRESENTATIVE
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