



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this **13th day of April 2023** 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 **Design Workshop, Inc.** hereinafter in the Contract Documents referred to as the "Firm."

WITNESSETH:

WHEREAS, the Owner shall furnish all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as **Development of a Resiliency and Sustainability Plan for the City of Grand Junction RFP-5199-23-DD.**

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. Owner's Terms and Conditions
- c. Firm's Proposal
- d. Work Change Requests (directing that changed work be performed);
- e. Change Orders.

ARTICLE 2

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.

ARTICLE 3

Contract Time: Time is of the essence with respect to this Contract. The Firm hereby agrees to commence Service under the Contract on the date this Contract is fully executed, and to achieve Substantial Completion and Final Completion of the Services within the time or times specified in the Firm's Proposal.

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 Work specified in the Contract Documents, the sum of **One Hundred, Seventy Thousand and 00/100 Dollars (\$170,000.00)**. 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 Proposal. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Firm written assurance that lawful appropriations to cover the costs of the additional work have been made.

ARTICLE 5

Contract Binding: The Owner and the Firm each bind 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 affected thereby and all other parts, portions and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, City of Grand Junction, Colorado, has caused this Contract to be subscribed and sealed and attested in its behalf; and the Firm has signed this Contract the day and the year first mentioned herein.

The Contract is executed in two counterparts.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:
By: Duane Hoff Jr. 4/17/2023
Duane Hoff Jr., Contract Administrator Date

Design Workshop, Inc.

DocuSigned by:
By: Anna Laybourn 4/13/2023
Anna Laybourn Date
Principal-In-Charge



NOTICE OF AWARD

Date: April 13, 2023
Company: Design Workshop, Inc
Project: Development of a Resiliency and Sustainability Plan RFP-5199-23-DD

You have been awarded the City of Grand Junction Contract for the Development of a Resiliency and Sustainability Plan (RFP-5199-23-DD) for a lump sum fee of **\$170,000.00**.

Please notify Jennifer Nitzky, Sustainability Coordinator at 970-256-4059 or jennifern@gjcity.org for project scheduling and return to the City Purchasing Division an acknowledged copy of this Notice of Award, signed Contract and Insurance Certificate, as per the contract documents.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:

Duane Hoff Jr.

9F789E7D50E44BC...
Duane Hoff, Jr. Contracts Administrator

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Notice to Award is hereby acknowledged:

Company: Design workshop

By: DocuSigned by:
Anna Laybourn

Title: Principal

Date: 4/13/2023



**Request for Proposal
RFP-5199-23-DD**

**Development of a Resiliency and
Sustainability Plan for the City of Grand
Junction**

RESPONSES DUE:

March 17, 2023, prior to 2:00 PM

Accepting Electronic Responses Only

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

www.bidnetdirect.com/colorado

(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)

NOTE: All City solicitation openings will continue to be held virtually.

PURCHASING REPRESENTATIVE:

Dolly Daniels, Senior Buyer

dollyd@gjcity.org

970-256-4048

REQUEST FOR PROPOSAL

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Section

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- 6.0 Evaluation Criteria and Factors**
- 7.0 Solicitation Response Form**

Attachments (Links Accessible in Section 4.6)

- 1. City of Grand Junction 2020 Comprehensive Plan**
- 2. City of Grand Junction Strategic Plan**
- 3. City of Grand Junction Urban Forestry Management Plan**
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- 5. City of Grand Junction Shared Micromobility Pilot Program**
- 6. Grand Valley Regional Water Conservation Plan**
- 7. Mesa County Community Health Needs Assessment**
- 8. Grand Junction Housing Needs Assessment**
- 9. Parks, Recreation, and Open Space Plan**
- 10. Mesa County Hazard Mitigation Plan**
- 11. State of Colorado GHG Pollution Reduction Roadmap**

REQUEST FOR PROPOSAL

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

NOTE: It is the Consultant's responsibility to read and review all solicitation documentation in its entirety, and to ensure that it has a clear and complete understanding of not only the scope, specifications, project requirements, etc., but also all other requirements, instructions, rules, regulations, laws, conditions, statements, procurement policies, etc. that are associated with the solicitation process and project/services being solicited.

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

Dolly Daniels, Senior Buyer
dollyd@gjcity.org

With the exception of Pre-Bid or Site Visit Meeting(s), all questions, inquiries, comments, or communication pertaining to this solicitation (whether process, specifications, scope, etc.) must be directed (in writing) to the Purchasing Agent. Other communication may result in disqualification.

- 1.2 Purpose:** The purpose of this RFP is to obtain proposals from qualified and professional Consultants ("Consultant") to facilitate a planning process that culminates in the development of a comprehensive resiliency and sustainability plan ("Resiliency and Sustainability Plan") by the Consultant for use by the City and community partners.
- 1.3 Pre-Bid Meeting:** There is no pre-bid meeting to be held for this Project.
- 1.4 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 its authorized representative.
- 1.5 Compliance:** All Offerors submitting a proposal agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Agent prior to the submittal deadline.
- 1.6 Procurement Process:** The most current version of the [City of Grand Junction Purchasing Manual](#) is contracting.
- 1.7 Submission:** See section 5.0 for Preparation and Submittal Terms. Proposals shall be formatted as directed in Section 5. Submittals that fail to follow this format may be ruled non-responsive.

Solicitation Opening Development of a Resiliency and Sustainability Plan RFP-5199-23-DD

Mar 17, 2023, 2:00 – 2:30 PM (America/Denver)

Please join my meeting from your computer, tablet, or smartphone.

<https://meet.goto.com/719079581>

You can also dial in using your phone.

Access Code:

719-079-581

United States:

[+1 \(224\) 501-3412](tel:+12245013412)

Join from a video-conferencing room or system.

Meeting ID:

719-079-581

Dial in or type:

67.217.95.2 or inroomlink.goto.com

Or dial directly:

719079581@67.217.95.2 or 67.217.95.2##719079581

Get the app now and be ready when your first meeting starts:

<https://meet.goto.com/install>

- 1.8 Altering Proposals:** Any alterations made prior to opening date and time must be initiated by the Offeror. Proposals may not be altered or amended after submission deadline.
- 1.9 Withdrawal of Proposal:** A proposal must be Consultant 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.
- 1.10 Acceptance of Proposal Content:** The selected proposal shall become Contract Documents. 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. When a Contract is executed by and between the Offeror and the City, the Offeror may be referred to as the Consultant of Consultant.
- 1.11 Addenda:** All questions shall be submitted in writing to the Purchasing Agent. 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 Purchasing Agent. Sole authority to authorize addenda shall be vested in the Purchasing Agent. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at www.bidnetdirect.com/colorado. Offerors shall acknowledge receipt of all addenda in their proposal.
- 1.12 Exceptions and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. An Offeror taking exception to the specifications does so at the Offeror's 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 any exception(s) in the section to which the exception(s) pertain. Exception/substitution, if accepted, must meet, or exceed the stated intent and/or specifications. The absence of stated exception(s) indicates 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 the proposal and contract documents.

- 1.13 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 may establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a written explanation for the request. Consistent with CORA, the request shall be reviewed and decided by the Owner. If denied, the Offeror shall have the opportunity to withdraw its proposal, or to remove the confidential or proprietary information. Neither cost nor pricing information nor the entire proposal may be claimed as confidential or proprietary.
- 1.14 Response Material Ownership:** All proposals become the property of the Owner upon receipt and may only be returned to the Offeror 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 the City’s right.
- 1.15 Minimal Standards for Responsible Prospective Offerors:** The Offeror must affirmatively demonstrate its responsibility. A prospective Offeror must meet the following requirements.
- 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.
- 1.16 Open Records:** Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, its representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. All proposals shall be open for public inspection after the Contract is awarded.
- 1.17 Sales Tax:** The Owner is exempt from the State, County, and Municipal Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.
- 1.18 Public Opening:** Proposals shall be opened in a virtual meeting immediately following the proposal deadline. Offerors, its representatives and interested persons may be present. Only the name(s) and business address of the proposing Offerors 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 which shall be acknowledged by the Offeror on the Letter of Interest or

Cover Letter. The Offeror must be legally authorized to execute a Letter of Interest or Cover Letter together with contractual obligations. By submitting a proposal, the Offeror accepts all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so may be deemed a waiver or any right(s) to subsequently modify the term(s) of performance, except as specified in the RFP.

- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and Consultant. By executing the Contract, the Consultant represents that it has familiarized itself with the local conditions under which the Services is to be performed and correlated its observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone, shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment, services, and other items necessary for the proper execution and completion of the Scope of Services as defined in the technical specifications and/or drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. The Contract Documents are not to be used on any other project.
- 2.3. Permits, Fees, & Notices:** The Consultant shall secure and pay for all permits, governmental fees, and licenses necessary for the proper execution and completion of the Services. The Consultant shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority, including the City, bearing on the performance of the Services. If the Consultant observes that any of the Contract Documents are at variance in any respect, it shall promptly notify the Purchasing Agent in writing, and any necessary changes shall be adjusted. If the Consultant performs any Services knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Owner, it shall assume full responsibility and shall bear all costs attributable to the non-conforming Services.
- 2.4. Responsibility for those Performing the Services:** The Consultant shall be responsible to the Owner for the acts and omissions of all its employees and all other persons performing any of the Services under a Contract with the Consultant.
- 2.5. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Consultant for the performance of the Service(s) under the Contract Documents. Upon receipt of written notice that the Service(s) is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when the Owner finds the Service(s) 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 Consultant, of the value of Service(s) performed in accordance with the Contract Documents. The Service(s) performed by the Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional Consultants in the same or similar type of Service(s) in the applicable community. The Service(s) to be performed by the Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.

- 2.6. Liquidated Damages for Failure to Meet Project Completion Schedule:** If the Consultant does not achieve Final Completion by the required date, whether by neglect or refusal, the parties agree and stipulate that the Contractor shall pay liquidated damages to the City for each such day that final completion is late. As provided elsewhere, this provision does not apply for delays caused by the City. The date for Final Completion may be extended in writing by the Owner.

The Consultant agrees that as a part of the consideration for the City's awarding of this Contract liquidated damages in the daily amount of **\$250.00** is reasonable and necessary to pay for the actual damages resulting from such delay. The parties agree that the real costs and injury to the City for such delay include hard to quantify items such as: additional engineering, inspection and oversight by the City and its agents; additional contract administration; inability to apply the efforts of those employees to the other Service of the City; perceived inefficiency of the City; citizens having to deal with the construction and the Service, rather than having the benefit of a completed Service on time; inconvenience to the public; loss of reputation and community standing for the City during times when such things are very important and very difficult to maintain.

The Consultant must complete the Service(s) and achieve final completion included under the Bid Schedule in the number of consecutive calendar days after the City gives its written Notice to Proceed. When the Consultant considers the entire Service ready for its intended use, Consultant shall certify in writing that the Service is substantially complete. In addition to the Service being substantially complete, Final Completion date is the date by which the Contractor shall have fully completed the Scope of Service.

Liquidated damages as provided do not include any sums to reimburse the City for extra costs which the City may become obligated to pay on other contracts which were delayed or extended because of the Consultant's failure to complete the Service within the Contract time.

The Consultant agrees that the City may use its own forces or hire other parties to obtain Substantial or Final Completion of the Services if the time of completion has elapsed and the Contractor is not diligently pursuing completion. In addition to the Liquidated Damages provided for, the Consultant agrees to reimburse the City for reasonable expenses incurred to the extent caused by the Consultant.

- 2.7. Protection of Persons & Property:** The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect it from damage, injury, or loss. Consultant 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 Consultant in the execution of the services, or in consequence of the non-execution thereof by the Consultant, it shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.

- 2.8. 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 Consultant signed by the Purchasing Agent issued after the execution of the contract, authorizing a change in the Services or an adjustment in the Contract sum or the Contract time.
- 2.9. 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.
- 2.10. Uncovering & Correction of Services:** The Consultant shall promptly correct all Services found by the Owner as defective or as failing to conform to the Contract Documents. The Consultant 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 discovery 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.
- 2.11. Acceptance Not Waiver:** The Owner's acceptance or approval of any services furnished hereunder shall not in any way relieve the Offeror of its present responsibility to maintain the high quality, integrity, and timeliness of its 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.
- 2.12. 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 City Contract Administrator.
- 2.13. Assignment:** The Consultant shall not sell, assign, transfer or convey the Contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 2.14. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing the Service and the fulfillment of the Service(s) for and on behalf of the public. The Consultant 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.
- 2.15. Debarment/Suspension:** The Consultant hereby certifies that the Consultant is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 2.16. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the Services to be performed or information that comes to the attention of the Offeror during the course of performing such Services is to be kept strictly confidential.

- 2.17. Conflict of Interest:** No public official and/or Owner employee shall have interest in the Contract resulting from this Request For Proposal.
- 2.18. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute an enforceable agreement equally binding between the Owner and Consultant. The Contract represents the entire and integrated agreement between the City and the Consultant 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.
- 2.19. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the Services proposed and/or performed by the Consultant. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.
- 2.20. Contract Termination:** The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Services; (3) final acceptance of Services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.21. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Consultant agrees to:
- 2.21.1.** 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 Consultant. The Consultant agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2.21.2.** In all solicitations or advertisements for employees placed by or on behalf of the Consultant, shall state that such Consultant is an Equal Opportunity Employer.
 - 2.21.3.** 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.
- 2.22. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Consultant certifies that it does not and will not during the performance of the Contract employ personnel without authorization services or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or law regulating immigration compliance.
- 2.23. Ethics:** The Consultant shall not accept or offer gifts or anything of value and/or enter into any business arrangement with any employee, official, or agent of the Owner.

- 2.24. Failure to Deliver:** In the event of failure of the Consultant to perform in accordance with the Contract Documents, the Owner, after due oral or written notice, may procure Services from other sources and hold the Consultant responsible for reasonable costs resulting in the purchase of additional Services and materials necessary to perform the Service(s) to the extent caused by the Consultant. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.25. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Contract or any part thereof or the right of the Owner to enforce any provision of the Contract Documents at any time in accordance with the terms thereof.
- 2.26. Force Majeure:** The Consultant 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 Consultant, unless otherwise specified in the Contract.
- 2.27. Indemnification:** Consultant shall 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 to the extent caused by the Consultant, or of any Consultant's agent, employee, Sub-Consultant or supplier in the execution of, or performance under, any Contract which may result from proposal award. Consultant shall pay any judgment with costs which may be obtained by and/or against the Owner arising out of or under the performance to the extent caused by the Consultant.
- 2.28. Independent Consultant:** The Consultant shall be legally considered an independent Consultant and neither the Consultant 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 Consultant, its servants, or agents. The Owner shall not withhold from the Contract, payments to the Consultant any federal or state unemployment taxes, federal or state income taxes, Social Security, or any other amounts for benefits to the Consultant. Further, the Owner shall not provide to the Consultant any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.29. 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.
- 2.30. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.

- 2.31. 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.
- 2.32. Patents/Copyrights:** The Consultant 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 Consultant 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 Request For Proposal.
- 2.33. Governing Law:** Any agreement as a result of responding to this Request For Proposal 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.
- 2.34. Expenses:** Expenses incurred in preparation, submission, and presentation to this Request For Proposal are the responsibility of the Consultant and cannot be charged to the Owner.
- 2.35. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado Law as a defense to any action arising out of or under a Contract.
- 2.36. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council for the stated fiscal year only. Colorado law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. The Contract will be subject to and provide a non-appropriation of funds clause.
- 2.37. 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 its discretion, accept future proposals for the same service or commodities for participants in such collusion.
- 2.38. Gratuities:** The Consultant 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 Consultant breaches or violates this warranty, the Owner may, at its discretion, terminate the Contract without liability to the Owner.
- 2.39. Performance of the Contract:** The Owner reserves the right to enforce the performance of the Contract in any manner prescribed by law or equity as deemed by the Owner to be in the best interest of the Owner (in the event of breach or default) of resulting Contract award.
- 2.40. Benefit Claims:** The Owner shall not provide to the Consultant any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.

- 2.41. Default:** The Owner reserves the right to terminate the Contract in the event the Consultant fails to meet delivery or completion schedules, or otherwise perform in accordance with the Contract. Breach of Contract or default authorizes the Owner to purchase like services elsewhere and charge the full cost to the defaulting Consultant.
- 2.42. Multiple Offers:** If an Offeror submits more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Offer". The Owner reserves the right to make award in the best interest of the Owner.
- 2.43. 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 Offeror and the participating Consultants. 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 its jurisdiction. Other participating entities will place its own awards on its respective Purchase Orders through its purchasing office or use its 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 its solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate its specific delivery and invoicing instructions.
- 2.44. Definitions:**
- 2.44.1.** "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.
- 2.44.2.** The term "Services" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
- 2.44.3.** "City" is the City of Grand Junction, Colorado and is referred to throughout the Contract Documents. The term City means the City or its authorized representative(s). Based on such observations and the Consultant's Application for payment, the City will determine the amounts owing to the Consultant and will issue Certificates for Payment in such amounts, as provided in the Contract. The City will have authority to reject Service(s) which does not conform to the Contract Documents. Whenever, in its reasonable opinion, it considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, it will have authority to require the Consultant to stop the Service(s) or any portion, or to require special inspection or testing of the Service(s), whether or not such Service(s) can then be fabricated, installed, or completed. The City will not be responsible for the acts or omissions of the Consultant and/or Sub-Consultant, or any of its agents or employees, or any other persons performing any of the Service(s).
- 2.44.4.** "Consultant" is the person, organization, or Consultant identified as such in the Agreement and is referred to throughout the Contract Documents. The term Consultant means the Consultant or its authorized representative. The Consultant shall carefully study and compare the General Contract Conditions of the Contract, Specifications and Drawings, Scope of Services, Addenda, and Modifications and shall at once report to the Owner any error, inconsistency, or

omission it may discover. Consultant shall not be liable to the Owner for any damage resulting from such errors, inconsistencies, or omissions. The Consultant shall not commence services without clarifying Drawings, Specifications, or Interpretations.

2.44.5. “Sub-Contractor is a person or organization who has a direct contract with the Consultant 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 its authorized representative.

2.45. Public Disclosure Record: If the Offeror has knowledge of its employee(s) or sub-contractors having an immediate family relationship with an Owner employee or elected official, the Offeror must provide the Purchasing Agent with the name(s) of the individuals. The individuals are required to file a “Public Disclosure Record”, and/or a statement of financial interest, before conducting business with the Owner.

SECTION 3.0: INSURANCE REQUIREMENTS

3.1 Insurance Requirements: The selected Consultant 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 Consultant pursuant to the Contract. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Contract by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Consultant shall procure and maintain and, if applicable, shall cause any Sub-Contractor of the Consultant to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Consultant pursuant to the Contract. 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:** Consultant 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 interest 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 City 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 hired or non-owned vehicles assigned to be used in performance of the Services. The policy shall contain a severability of interest provision.

- 3.2 Additional Insured Endorsement:** The policies required by paragraphs (b), and (c) above shall be endorsed to include the Grand Junction, its Elected and Appointed Officials, Employees are included as Additional Insured. Every required policy 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 Consultant. The Consultant shall be solely responsible for any deductible losses under any policy required above.

SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

- 4.1. General/Background:** In 2020, the City of Grand Junction community members came forward to express support for resource stewardship and sustainability during the Comprehensive Plan planning process. It was made clear that the City should "Develop and implement a comprehensive sustainability plan that addresses, among other topics, climate change."

The City must take action to decrease greenhouse gases (GHG) and increase the health of our residents and the natural environment. In support of effective environmental and economic policy and infrastructure decisions, a Resiliency and Sustainability Plan will allow for the City to properly identify and prioritize the required initiatives, educational outreach, and policy framework needed to meet its desired outcomes.

The City seeks to develop a community Resiliency and Sustainability Plan that functions as a roadmap to improve Grand Junction as a socially fair, economically strong, and environmentally healthy place to live, work, and play. The community Resiliency and Sustainability Plan will aim to guide the City's sustainability efforts through 2035 and will be developed through extensive stakeholder outreach to help the community realize its collective sustainability goals. The Grand Junction Resiliency and Sustainability Plan will balance the community's environmental, economic, social, and cultural interests with the following objectives:

- Public engagement and education

- Offering opportunities for input and education to all community members, businesses, interest groups, relevant units of government, and other parties to participate in a meaningful way throughout the entire planning process.
- Plan integration
 - Linking sustainability to land use, transportation, housing, economic development, water supply, and other planning goals and objectives.
- Alignment of internal operations
 - In the Comprehensive Plan, Plan Principle 11 emphasizes the importance of transparent government operations. A government operation baseline and action-oriented goals should be outlined in a separate section of this plan. This will help ensure that City policies, regulations, purchasing practices, and internal programs are compatible with sustainability goals.

4.2. Purpose: The purpose of this RFP is to obtain competitive proposals from qualified and professional Consultants to facilitate a planning process that culminates in the development of a comprehensive Resiliency and Sustainability Plan by the Consultant for use by the City of Grand Junction and community partners.

4.3. Plans & Specifications. In order to understand the City, the Consultant will need to review and coordinate external best practices, policies, and sustainability, resiliency, and/or climate action plans, as well as to review internal plans and goals, for its alignment and incorporation into the Resiliency and Sustainability Plan. This may include but is not limited to:

- City of Grand Junction 2020 Comprehensive Plan
- City of Grand Junction EV Readiness Plan (upon completion)
- City of Grand Junction Strategic Priorities Matrix
- City of Grand Junction Urban Forestry Management Plan
- City of Grand Junction Pedestrian and Bicycle Plan
- City of Grand Junction Shared Micromobility Pilot Program
- Grand Valley Regional Water Conservation Plan
- Mesa County Community Health Needs Assessment
- Grand Junction Housing Needs Assessment
- Parks, Recreation, and Open Space Plan
- Grand Junction Hazards Mitigation Plan
- State of Colorado GHG Pollution Reduction Roadmap

A strong relationship with open communication must be built between the Project Management team and the Consultants. Regular meeting will be held to remain up to date on progress and upcoming events. The Project Management team will serve as the point of contact between the Consultant and the steering committee, as well as between the Consultant and the general public.

4.4. Special Conditions & Provisions:

4.4.1 Pre-Bid Meeting: There is no pre-bid meeting to be held for this Project.

4.4.2 Freight/Shipping: All freight/shipping shall be F.O.B. Destination – Freight Pre-paid and allowed.

4.4.3 Price: Pricing shall be established as **“a lump sum”** and shall be all inclusive to include but not be limited to: all remaining design and contract administration, labor, travel, meetings, conference calls, mobilization costs, fuel, set-up and take down costs, and full-time inspection costs, and all other costs related to the successful completion of the project.

The Owner shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

Contractor shall submit its pricing utilizing the attached form in Section 7.0 Solicitation Response Form.

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

4.4.4 Laws, Codes, Rules, and Regulations: Contractor shall ensure that all Services provided meet all Federal, State, County, and City laws, codes, rules, regulations, and requirements for providing such Services.

4.4.5 Project Schedule: Offeror shall include a project schedule, delineating the calendar of events proposed to meet the projected deadline of May 31, 2024.

4.4.6 Contract: A binding Contract shall consist of: (1) the RFP and any Addendum(s) thereto, (2) the Offeror’s response (proposal) to the RFP, (3) clarification of the proposal, if any, and (4) the City’s Purchasing Department’s acceptance of the proposal by “Notice of Award”. All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

A. The Contract expresses the complete agreement of the parties and, performance shall be governed solely by the specifications and requirements contained therein.

B. Any change to the Contract, whether by modification and/or supplementation, must be accomplished by a formal Contract Amendment signed and approved by and between the duly authorized representative of the Offeror and the Purchasing Agent or by a modified Purchase Order/Contract prior to the effective date of such modification. The Offeror expressly and explicitly understands and agrees that no other method and/or no other document, including acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the Contract.

4.4.7 City Point of Contact: The Point of Contact for this Project is Jennifer Nitzky. During the planning process, all notices, letters, submittals, and other communications directed to the City shall be addressed and mailed or delivered to:

City of Grand Junction
Department of Community Development
Attn: Jennifer Nitzky, Sustainability Coordinator
jennifern@gjcity.org

250 N. 5th St.
Grand Junction, CO 81501

4.4.8 Contract Administrator: The Contract Administrator for the Project is Duane Hoff, Jr., who can be reached at (970) 244-1545. During the scope of the Project, Contract related inquiries, issues, and other communications shall be directed to:

Duane Hoff, Jr., Contract Administrator
duaneh@gjcity.org

4.5 Scope of Services:

The Consultant will assist in determining the final scope of the Resiliency and Sustainability Plan via a collaborative planning process involving City staff, a council-appointed steering committee, and general community members in iterative workshops and other forms of public engagement. The final report should focus on four to six community focused sustainability categories. The following priorities were determined in the 2020 Comprehensive Plan regarding Resource Stewardship:

1. Promote water conservation and protect water quality.
2. Promote the use of sustainable development and waste reduction practices.
3. Refocus conservation and sustainability efforts to achieve improved public and environmental health.
4. Preserve unique assets, such as scenic, riparian, recreation areas, and wildlife habitat.
5. Manage the City's urban forest and water wise landscaping within the City.

This shall serve as a starting point for determining which focus areas are prioritized. Consultants will assist in determining where community priorities currently lie. The above priorities may remain of the utmost interest but may also be replaced by other categories. In addition to those listed above, other categories may be considered and may include but are not limited to:

- Energy use reduction
- Renewable energy use
- Waste reduction/diversion
- Water conservation
- Alternative transportation
- Local food systems
- Green infrastructure and green buildings
- Urban Tree Canopy cover
- Recreation and open space
- Affordable housing
- Sustainable economic development
- Improved air and water quality
- Sustainable land use and urban design

Additionally, the Consultant will collect, analyze, and/or appropriately format data for relevant and prioritized climate resilience initiatives, which may include:

- Community Vulnerability

- Include identities such as race, ethnicity, nationality, sex, gender, sexual orientation, socio-economic status, ability, faith, and age. Include other indicators such as public health/healthcare, food access, transportation access, housing conditions and access, mental health vulnerabilities, waste/land conditions, internet connectivity, jobs, and utility services.
- Environmental Conditions
 - Soil, air, and water quality, water supply, tree canopy coverage, stormwater quality, biodiversity, wetlands, and heat.
- City-wide Asset Data
 - Stormwater, wastewater, roadway, sidewalk, building, and emergency response.

Deliverables in the resiliency component should include:

- Community maps
- Vulnerability assessments
- Risk analysis
- Summary reports and
- Actionable goals

4.5.1 Deliverables

The chosen Consultant will provide the following deliverable, in the sequence given:

1. A report on best practices from similar municipalities (i.e., towns of similar size, climate, and/or economic profile).
2. A report on the challenges to sustainability and resiliency for the City of Grand Junction.
3. An assessment and recommendation for the focus(es) of Grand Junction's Resiliency and Sustainability Plan.
4. A preliminary (draft), action-oriented plan with extensive stakeholder engagement to be revised before bringing to City Council.
5. A final plan for City Council adoption.

Consultants shall meet at a minimum with the steering committee at least eight times throughout the year and shall attend council workshops at least four times to provide project updates. Consultants may be asked to conduct in-person, virtual, or hybrid meetings.

Components of the final Grand Junction Resiliency and Sustainability Plan will include:

1. A community vision statement reflecting the shared values of the community.
2. An integration of the 2021 GHG emissions inventory and identified high-impact actions.
3. An outline of the City's sustainability priorities and goals.
4. Community resilience status and initiatives.
5. A review of the Grand Junction Municipal Code to account for any regulatory impediments to the plan's sustainability goals.
6. Specific benchmarks, targets, and timelines to achieve sustainability and resilience.
7. An implementation plan to designate responsibilities, track progress, and evaluate outcomes.

4.5.2 Visioning, Alternatives, & Final Plan Development

Through community-led visioning and planning, and based on data analysis, internal and external resource review, and strategies prioritized by the community, a comprehensive Resiliency and Sustainability Plan for the community shall be developed. This phase incorporates the information (qualitative and quantitative) from all other tasks and synthesizes it into one final deliverable. The final deliverable must:

- Prioritize actions, plans, policies, or other efforts to build the overall level of resilience and sustainability for the organization and community.
- Outline partnerships and collaborative opportunities for collective action.
- Identify costs, funding sources, and other methods of securing appropriate funding through grants and/or partners for future efforts undertaken by the organization and community.
- Establish key performance indicators and outcome-based metrics.
- Provide set(s) of sustainability, resilience, and equity data that may include building data connections with external partners.
- Identify community and data-driven decision-making frameworks to assist in future planning efforts.
- Include a “Plan Launch” in which the Consultant assists the organization in determining priority actions to launch first, including prioritized actions that focus on communities and populations with the greatest vulnerability.

4.5.3 Minimum Consultant Requirements:

- At least five years in the industry with experience directly related to Resilience and Sustainability Plan development.
- Successfully completed three (3) similar projects of scope and size within the last seven (7) years.
- Each Consultant must show:
 - a) Complete disclosure of any incidents or default on projects where the Consultant or related entity acted as project sponsor and the current status of such incidents.
 - b) Complete disclosure of any liabilities, contingent liabilities, obligations, charges and liens, covenants, pending legal action or other matters that might prevent the Consultant from performing the Services.

4.6 Attached Documents: Click Links for Access

1. City of Grand Junction 2020 Comprehensive Plan
[Grand Junction Comprehensive Plan RFP-5199-23-DD.pdf](#)
2. City of Grand Junction Strategic Plan
[Strategic Plan RFP-5199-23-DD.html](#)
3. City of Grand Junction Urban Forestry Management Plan
[Forestry Plan RFP-5199-23-DD](#)
4. City of Grand Junction Pedestrian and Bicycle Plan (Draft)
[Pedestrian and Bicycle Plan RFP-5199-23-DD](#)
5. City of Grand Junction Shared Micromobility Pilot Program

[Shared Micromobility Pilot Program RFP-5199-23-DD](#)

6. Grand Valley Regional Water Conservation Plan
[Grand Valley Regional Water Conservation Plan RFP-5199-23-DD](#)

7. Mesa County Community Health Needs Assessment
[Mesa County Community Health Needs Assessment RFP-5199-23-DD.pdf](#)

8. Grand Junction Housing Needs Assessment
[Grand Junction Housing Needs Assessment RFP-5199-23-DD](#)

9. Parks, Recreation, and Open Space Plan
[Parks, Recreation, and Open Space Plan RFP-5199-23-DD.pdf](#)

10. Mesa County Hazard Mitigation Plan
[Mesa County Hazard Mitigation Plan RFP-5199-23-DD](#)

11. State of Colorado GHG Pollution Reduction Roadmap
[State of Colorado GHG Pollution Reduction Roadmap RFP-5199-23-DD.pdf](#)

4.6 RFP Tentative Time Schedule:

- Request for Proposal available: February 16, 2023
- Inquiry deadline, no questions after this date: March 1, 2023
- Addendum Posted: March 3, 2023
- Submittal deadline for proposals: March 17, 2023
- Owner evaluation of proposals: Mar 20 - 24, 2023
- Interviews (If Required) March 29 - 30 2023
- Final selection: March 31, 2023
- City Council Approval (If Required) April 19, 2023
- Contract execution: April 21, 2023
- Services begins no later than Upon Notice to Proceed
- Completion May 31, 2024

4.7 Questions Regarding Scope of Services:

Dolly Daniels, Senior Buyer
dollyd@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 (www.bidnetdirect.com/colorado).

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 <https://co-grandjunction.civicplus.com/501/Purchasing-Bids> 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 its interest in this Project, show its specific experience and address its 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 I**:

- A. Cover Letter:** Cover letter shall be provided which explains the Consultant’s interest in the project. The letter shall contain the name/address/phone number/email of the person who will serve as the Consultant’s principal contact person and shall identify individual(s) who will be authorized to make presentations on behalf of the Consultant. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the Consultant. By submitting a response to this solicitation, the Consultant agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Offerors shall provide its qualifications for consideration as a Consultant/Services provider to the City of Grand Junction and include prior experience in similar projects. In addition to Section 4.5 Scope of Services, Offerors shall also provide the following information with its proposal submittal:

Development of a Resiliency and Sustainability Plan

Note: Key personnel will be committed to this project in the contract and can only be changed by approval of the City.

Provide a summary of key personnel experience information. List the most recent projects first. Include project owner and contact reference, project location, scope of project, project duration and completion date. Additional discussion of Key Personnel experience can be provided as a narrative in the RFP.

Higher ratings will be given to experience with similar projects. The RFP response must include the following information, which will be used to rate the Offeror’s proposal.

- a. Discuss experience of the key personnel working together on past similar projects. List previous projects and roles of the key personnel. Provide client references and resumes of key personnel.
 - b. Discuss goals and challenges on previous projects that the team was involved in and how goals were met and challenges were addressed by key personnel.
- C. Strategy and Implementation Plan:** Describe the Consultant’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 Consultant may utilize a written narrative or any other printed technique to demonstrate its 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 the Consultant's plan and an estimate of time commitments from Owner staff.

- D. **References:** Provide references per Section 4.5 Scope of Services with name, address, telephone number, and email address that can attest to the Consultant's experience in projects of similar scope and size.
- E. **Solicitation Response Form:** Offeror shall complete and submit the attached Solicitation Response Form with its proposal.
- F. **Fee Proposal:** Provide your fee proposal, as stated in Section 4.4.3 Pricing, using the Solicitation Response Form found in Section 7.
- G. **Additional Data (optional):** Provide any additional information that will aid in evaluation of the Consultant's qualifications with respect to this project.

SECTION 6.0: EVALUATION CRITERIA AND FACTORS

- 6.1 **Evaluation:** An evaluation team will review all responses and select the proposal(s) that best demonstrate the capability in all aspects to perform the Scope of Services and possess the integrity and reliability that will ensure full faith and full performance.
- 6.2 **Intent:** Only Offerors who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the Consultant's ability to provide the Services.

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 (**with weighted values**):

The following collective criteria shall be worth 90%
<ul style="list-style-type: none"> • Responsiveness of Submittal to the RFP (20) (Consultant has submitted a proposal that is fully comprehensive, inclusive, and conforms in all respects to the Request for Proposals (RFP) and all of its requirements, including all forms and substance.) • Understanding of the Project and Objectives (20) (Consultant's ability to demonstrate a thorough understanding of the City's goals pertaining to this specific project.) • Experience (20) (Consultant's proven proficiency in the successful completion of similar projects.) • Strategy & Implementation Plan (30) (Consultant has provided a clear interpretation of the City's objectives in regard to the project, and a fully comprehensive plan to achieve successful completion. See Section 5.0 Item C. – Strategy and Implementation Plan for details.)

The following criteria shall be worth 10%
* Fees (10)

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

The Owner may undertake negotiations with the top-rated Consultant and will not negotiate with lower rated Consultants unless negotiations with higher rated Consultants have been unsuccessful and terminated.

6.3 Oral Interviews: The Owner reserves the right to invite the most qualified rated Offeror(s) to participate in oral interviews, if needed.

6.4 Award: Consultants 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 Consultant.

SECTION 7.0: SOLICITATION RESPONSE FORM

RFP-5199-23-DD

“Development of a Resiliency and Sustainability Plan for the City of Grand Junction”

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

1) **Lump Sum Pricing:** \$ _____

LUMP SUM WRITTEN: _____ **Dollars.**

The Owner reserves the right to accept any portion of the Services to be performed at its discretion. Depending on budget, Task 1, or any other component for that matter, may only be performed at this point in time.

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 Consultant 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 Consultant to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies it is 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. 98-03544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of _____ percent of the net dollar will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice.

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

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

Company Name – (Typed or Printed)

Authorized Agent – (Typed or Printed)

Authorized Agent Signature

Phone Number

Address of Offeror

E-mail Address of Agent

City, State, and Zip Code

Date

The undersigned Offeror proposes to subcontract the following portion of Services:

<u>Name & address of Sub-Contractor</u>	<u>Description of Service to be performed</u>	<u>% of Contract</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned Offeror acknowledges the right of the City to reject any and all Offers submitted and to waive informalities and irregularities therein in the City's sole discretion.

By submission of the Proposal, each Offeror certifies, and in the case of a joint Offer each party thereto certifies as to its own organization, that this Offer has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to this Offer with any other Offeror or with any competitor.



Purchasing Division

ADDENDUM NO. 1

DATE: February 17, 2023, 2023
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: RFP-5199-23-DD Development of a Resiliency and Sustainability Plan for the City of Grand Junction

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. Please make note of the additional requirements to the Scope of Services:

The Consultant will provide Spanish-language translation of key public-facing plan deliverables already described in the Scope of Services. In addition, the Consultant will facilitate Spanish-language content within the community outreach and engagement aspects of the plan, in order to incorporate the largest possible scale of community input.

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

All other conditions of subject remain the same.

Respectfully,

A handwritten signature in blue ink that reads "Dolly Daniels". The signature is written in a cursive, flowing style.

Dolly Daniels, Senior Buyer
City of Grand Junction, Colorado



Purchasing Division

ADDENDUM NO. 2

DATE: February 28, 2023
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: RFP-5199-23-DD Development of a Resiliency and Sustainability Plan for the City of Grand Junction

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. **Question:** Are you able to extend the proposal deadline?
Answer: The proposal deadline is extended by one week to March 27, 2023. Please see the revised tentative timeline.

RFP Revised Tentative Time Schedule:

	Original Dates	Revised Dates
• Request for Proposal available:	February 16, 2023	February 16, 2023
• Inquiry deadline, no questions after this date:	March 1, 2023	March 6, 2023
• Addendum Posted:	March 3, 2023	March 7, 2023
• Submittal deadline for proposals:	March 17, 2023	March 27, 2023
• Owner evaluation of proposals:	Mar 20 – 24, 2023	Mar 28 – Mar 30, 2023
• Interviews (If Required)	March 29 – 30 2023	April 3 – April 4, 2023
• Final selection:	March 31, 2023	April 5, 2023
• City Council Approval (If Required)	April 19, 2023	April 19, 2023
• Contract execution:	April 21, 2023	April 21, 2023
• Services begins no later than	Upon NTP	Upon NTP
• Completion	May 31, 2024	May 31, 2024

- 2. **Question:** Are you able to share any information regarding the budget?
Answer: The City does not publish the budget in the RFP. Once an award is made, the budget amount can be released to the successful Offeror.

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

All other conditions of subject remain the same.

Respectfully,

A handwritten signature in blue ink that reads "Dolly Daniels". The signature is written in a cursive style with a blue ink color.

Dolly Daniels, Senior Buyer
City of Grand Junction, Colorado



Purchasing Division

ADDENDUM NO. 3

DATE: February 28, 2023
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: RFP-5199-23-DD Development of a Resiliency and Sustainability Plan for the City of Grand Junction

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. Revised Virtual Go-To Meeting for Solicitation Opening March 27, 2023 @ 2:00 pm MST

Solicitation Opening Development of a Resiliency and Sustainability Plan
Mar 27, 2023, 2:00 – 2:30 PM (America/Denver)

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/680288317>

You can also dial in using your phone.

Access Code:

680-288-317

United States:

[+1 \(669\) 224-3412](tel:+16692243412)

Join from a video-conferencing room or system.

Meeting ID:

680-288-317

Dial in or type:

67.217.95.2 or inroomlink.goto.com

Or dial directly:

680288317@67.217.95.2 or 67.217.95.2##680288317

Get the app now and be ready when your first meeting starts:

<https://meet.goto.com/install>

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

All other conditions of subject remain the same.

Respectfully,

A handwritten signature in blue ink that reads "Dolly Daniels". The signature is written in a cursive style with a small horizontal line above the "i" in "Daniels".

Dolly Daniels, Senior Buyer
City of Grand Junction, Colorado



Purchasing Division

ADDENDUM NO. 4

DATE: March 2, 2023
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: RFP-5199-23-DD Development of a Resiliency and Sustainability Plan for the City of Grand Junction

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. Question:** To what extent do you envision the consultant being onsite in Grand Junction for meetings, workshops, and other work? The RFP has specific minimums for meetings and workshops, but does not specify if there are absolute minimums for them to be in person.

Answer: We encourage the consultants to be in person as much as they feel would serve the planning process well. Proposals should spell out the communication and engagement plan that the consultants deem appropriate to obtain adequate community input. At a very minimum, a large public-facing event during each phase of the process should be attended by the consultants in-person.
- 2. Question:** Will City Council be the target audience for the best practices and challenges reports? If not, who would be?

Answer: The audience will be City Council in addition to Sustainability Staff who will serve as project manager(s) for the project and the council-appointed steering committee. The council should be made aware of the challenges and current standings before the formalized planning process begins.
- 3. Question:** Are there criteria for women business enterprises?

Answer: There are no criteria for women business enterprises.
- 4. Question:** Does the City have data for environmental conditions? If so, what are the metrics that are already collected?

Answer: The City does have some data for environmental conditions. We collect monthly water levels from our reservoirs (acre-feet), recycled material in city limits (tons), greenhouse gas emissions in city limits (MT CO₂e), urban tree canopy cover in the city limits (%), Vehicle Miles Traveled, and we are working on solidifying how many

kWh are offset from solar on city facilities and from off-site solar gardens. Mesa County measures Air Quality Index. Other conditions may be reported as well.

5. **Question:** Will the Cover, Back Cover, table of Contents and Resumes count towards the 30 total pages?
Answer: Yes
6. **Question:** Is an 11" X 17" size paper acceptable for the schedule and dies this count as 1 page?
Answer: Yes
7. **Question:** Approximately how many public outreach events/public meetings/public open houses should be assumed in the process?
Answer: Proposals should spell out the communication and engagement plan that the consultants deem appropriate to obtain adequate community input. At a very minimum, a large public-facing event during each phase of the process should be attended by the consultants in-person.
8. **Question:** Section 4.5 states: "The Consultant will assist in determining the final scope of Resiliency and Sustainability Plan via a collaborative planning process..." How will this process affect the Lump Sum fee that needs to be submitted with the proposal?
Answer: The Lump Sum may be adjusted either by being increases or decreased depending on the final scope of the plan. This will be done via a Change Order to the Contract when final determination is made.

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

All other conditions of subject remain the same.

Respectfully,

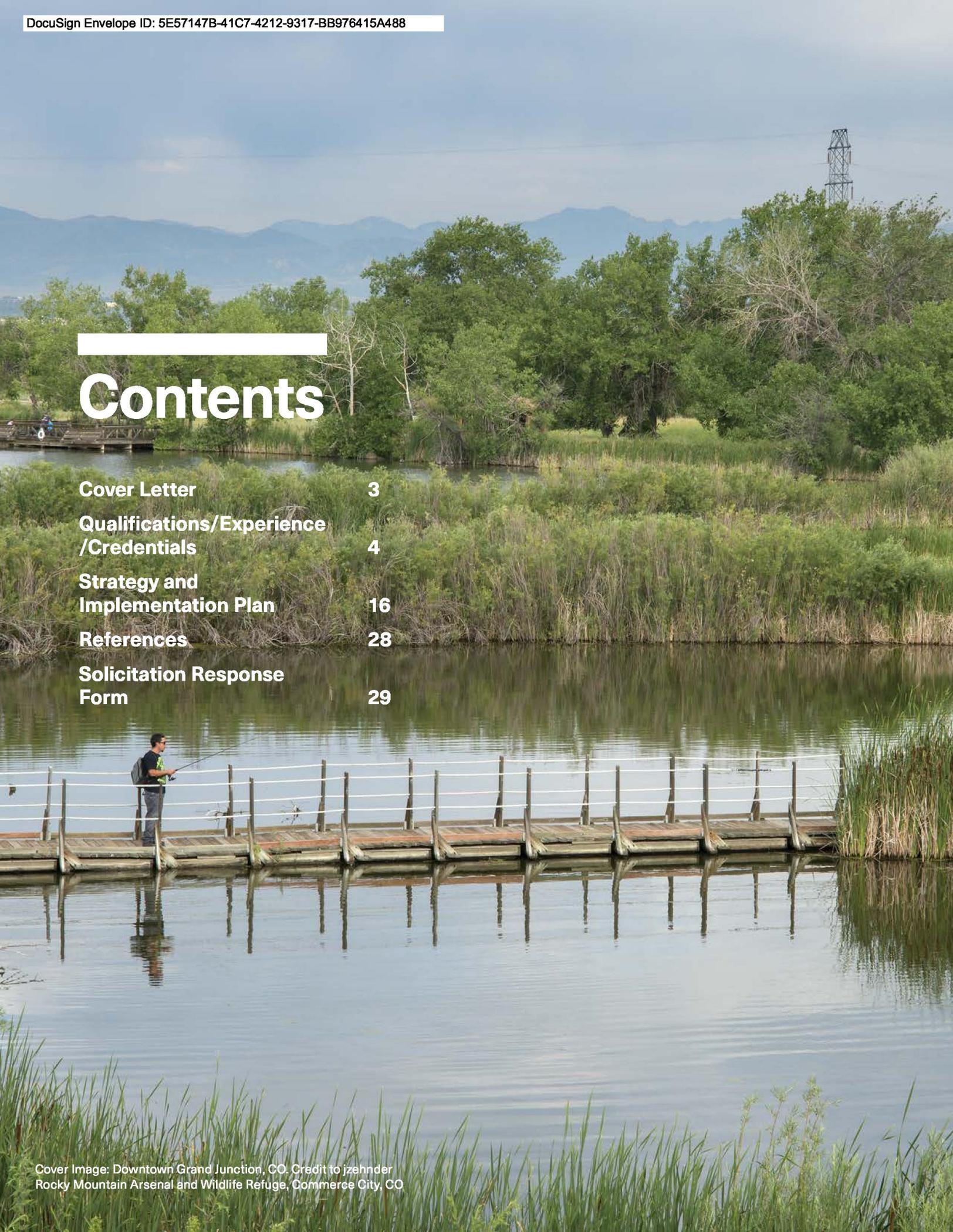


Dolly Daniels, Senior Buyer
City of Grand Junction, Colorado

RESILIENCY AND SUSTAINABILITY PLAN

PREPARED FOR THE CITY OF GRAND JUNCTION
RFP-5199-23-DD
MARCH 27, 2023

DESIGNWORKSHOP



Contents

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Design Workshop, Inc.

Landscape Architecture
Planning
Urban Design
Strategic Services
Environmental
Graphic Design
Public Engagement

Dolly Daniels,
Senior Buyer
250 North 5th Street
Grand Junction, CO 81501

120 East Main Street
Suite 100
Aspen, CO 81611
970.925.8354

designworkshop.com

March 27, 2023

The City of Grand Junction has the opportunity to be a leader in sustainability along the Western Slope. As neighboring residents, we love working and playing in the Grand Valley and are drawn to this opportunity in its commitment to conserve the stunning natural setting and to meet the needs of the community without compromising the ability of future generations to live prosperously. From our recent work leading the Mesa Together Master Plan and Strategic Plan we have learned about the City's strategic priorities to integrate sustainable practices and improve the quality of life. The recent curbside recycling programs, EV readiness plan, urban forestry program, housing needs assessment, and greenhouse gas inventory set a strong foundation for this effort and demonstrate the City's vision to serve as leader in resource management and sustainability.

We appreciate your Comprehensive Plan principle for resource stewardship establishes this community-supported direction for addressing climate change and comprehensive sustainability for a healthy and prosperous future. It will take a coordinated effort and partnerships to achieve such a goal. Our team provides diverse skillsets you desire to augment the team at the City of Grand Junction, including community visioning, sustainability factors data collection and analysis, stakeholder facilitation, public engagement and graphic communications, multi-disciplinary topic integration, climate change policy and project action plan creation. We share with you a commitment to providing leadership in community sustainability and innovation in climate adaptation and resiliency planning. Our work throughout the country, and particularly Colorado mountain communities, has led us to a wide-array of applicable approaches to better sustain livability.

Design Workshop practices at a national scale, and we have included our qualifications from throughout the country including Mariposa Recreation and Resiliency Plan (CA), and the Provo Conservation and Resilience Plan (UT) our team members previously completed. We are aligned with your priorities for addressing environmental, social, public health, and economic sustainability. We believe strongly in the importance of these plans to focus on equity to benefit all which requires meaningfully engaging community members in planning for their future. Our experiences also demonstrate tactical and considerate approaches to engaging traditionally underrepresented groups such as youth, minorities, and vulnerable populations.

Our partners, Spirit Environmental is bringing a deep practical knowledge of sustainability plan implementation and data-driven success metrics. Spirit's team members consist of sustainability planners, natural resource specialists, energy and environmental consultants that provide the robust support needed. Having worked in sustainability and energy planning in Mesa County and across the state of Colorado and in neighboring states, Spirit team members have relevant experience with finding funding and partnership success. The Design Workshop and Spirit Environmental teams have proven experience working together on sustainability projects including the Provo Conservation and Resilience Plan, BYU Sustainability Plan, Advancing Adams County plans, and other collaborations.

We are excited by the prospect of working with staff, leadership, and stakeholders to identify the core issues and create measurable actions that solve complex challenges. Our approach offers the following benefits:

- Leading edge visioning methods;
- Regional understanding;
- Data-driven evidence and monitoring;
- Sustainability benchmarking database and resources knowledge;
- Collaborative approach, facilitation skillsets and collective action capacity building;
- Triple bottom line assessment of equitable community, economic, and environmental outcomes;
- Commitment to your community and finding tailored approaches; and
- A focus on implementation success.

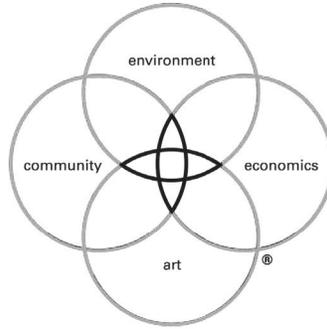
Thank you for considering Design Workshop for this important project. Please feel free to contact me on my cellphone: 970.399.1408 or email alaybourn@designworkshop.com with questions or to request additional information.

Sincerely,



Anna Laybourn, Principal-in-Charge

DESIGNWORKSHOP

Qualifications/Experience/Credentials**Design Workshop**

**Sustainability Planning,
Community and Stakeholder
Engagement, Document
Creation**

For the past 50 years, Design Workshop has been assisting communities of all sizes to strategically leverage their assets and resources to support vibrant futures of our shared places. Our firm offers a broad set of experience including planning, public engagement, landscape architecture, urban design, GIS analysis, graphic design, and strategic services which we leverage to provide excellence to our clients. Design Workshop practices at a national scale. We are aligned with the priorities for addressing environmental and public health, meaningfully engaging citizens in planning for their future, grounding in economic realities, and equitably providing consideration for vulnerable and minority populations.

Design Workshop has a sustainable philosophy that impacts our project programming, our project design and our own daily lives in the office. Indeed it is a core value of our "Legacy Design" mission, which strives for a seamless melding of the environment with art, community and economic well-being—and results in the highly sustainable projects for which Design Workshop is known.

Spirit Environmental

**Sustainability Expert, Data
Collection, Data Analysis,
Data Documentation**

As environmental consultants, Spirit Environmental navigates their client-partners through complex environmental programs and regulations but pride themselves on so much more than just the basics. Their focus on providing industry leading consulting solutions is driven by a team who forms meaningful relationships with everyone they encounter.

Sustainability has gone from buzzword to mainstream in the past 30 years. Spirit delivers high performance solutions and long-term value, whether using the most appropriate of the many options for new construction certifications, optimizing existing buildings, or guiding clients to develop their own definition of sustainability. Using a business-centric strategic planning approach, they support ongoing reporting and evaluation to continue to drive improvement.



Design Workshop

Education

Master of Urban and Regional Planning, Ohio State University

Bachelor of Science in Environmental Design, University of Minnesota

Licensure and Certifications

American Institute of Certified Planners (AICP)

The Effective Facilitator

National Charrette Institute

Professional Affiliations

APA Small Town and Rural Area Division Vice-Chair

YEP! Youth Engagement Planning Board Member

Recent Awards and Honors

APA Economic Development Award, Los Alamos Strategic Tourism Plan

APA Small Town Rural Areas Honor Award, Carbondale Parks, Recreation and Trails Master Plan

ASLA National Honor Award for Communications, Wildfire Resilience Visual Resources Library

Colorado Biz Magazine Sustainable Community Design Award, Avon West Town Center Redevelopment

Hermes Creative Awards Platinum Award for Communications and Marketing, Boulder Open Space and Mountain Parks Master Plan

Anna Laybourn AICP

PRINCIPAL-IN-CHARGE

Anna's diverse experiences in community, regional, and land planning are united by a focus on people and planet. Much of her work has focused on creating more sustainable, resilient and equitable communities in the inter-mountain west. She specializes in establishing innovative processes for public engagement and has a reputation for building equity for underserved populations through participatory design. Her projects have been honored by more than 40 professional awards.

Selected Project Experience

Salt Lake City Public Lands Master Plan: Reimagine Nature – Salt Lake City, UT

Anna was the Principal-in-Charge for the city's first public lands master plan focused on an ambitious vision for the evolution of natural lands, trails, urban forest, and city parks to a future focused on equity, livability and sustainability.

Seven Greenways Vision Plan – Salt Lake County, UT

Anna was the Principal-in-Charge on this Plan, a collaborative planning process to align values and identify possibilities for the restoration and daylighting of the seven major creeks. The plan gives focus to resiliency and climate change issues as well as public health benefits of trails and natural areas stewardship.

Mesa County Master Plan – Mesa County, CO

Anna is the Principal in charge for this county-wide public engagement process and land use plan. This plan considers the diversity of landscapes and communities in providing tailored guidance and recommendations for sustainable development patterns..

Mill Street Neighborhood Plan – Colorado Springs, CO

Anna was the Principal-in-Charge for this historic downtown plan for a more resilient and sustainable neighborhood to benefit from economic development opportunities.

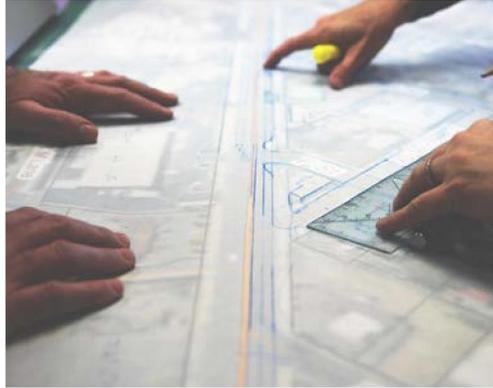
Advancing Adams County - Adams County, CO

Anna led the 2012 Open Space plan that initiated the County's local food system plan, and also the 2022 Transportation, Parks, and Comprehensive Plans.

Wildfire Resilience Visual Resources Library – National

Anna was the Principal in charge for this national award winning project that communicates community-scale wildfire mitigation strategies.

Qualifications/Experience/Credentials



Design Workshop

Education

Bachelor of Arts in Landscape Architecture, University of Illinois

Masters of Urban Design, University of Colorado

Licensure and Certifications

Professional Landscape Architect: CO

American Institute of Certified Planners (AICP)

LEED® Green Associate™

International Association of Facilitators (IaF) Endorsed Facilitator

Professional Affiliations

American Planning Association, Colorado Chapter

Town of New Castle Planning and Zoning Commission - Vice Chair

Recent Awards and Honors

APA Colorado Merit Award, General Planning: Vibrant Together

APA Small Town Rural Area Division Merit Award, Telluride Community Vision Plan

APA Utah Merit Award in Regional Planning, Seven Greenways Vision Plan

**Denotes work done with a previous employer*

Alison Bourquin PLA, AICP, LEED® GA™ PROJECT MANAGER

Alison is driven from the belief that designers have a social responsibility to influence the dynamic between space and people as a way of creating more livable communities and has dedicated her practice towards bringing people together to celebrate the places they love. She works at a range of scales, from managing award-winning community planning projects to detailed design of social spaces. In every effort, she applies her broad understanding of place to creatively build relationships, understand the issues and offer solutions that align with community values.

Select Project Experience

Vibrant Together: A Downtown Initiative – Grand Junction, CO*

As a growing community with a 39-year old Plan of Development, the Downtown Partnership did not have a guide that reflected community values or current market demands. This project worked with the Grand Junction Downtown Development Authority to identify shared values for the future of the downtown.

Conservation and Resilience Plan – Provo, UT

Alison led the coordination and development of this Plan to align the objectives for the City General Plan with a core community value to take action in issues surrounding a more sustainable future. This plan identifies baselines and targets for 10 key elements for the City to focus efforts in the coming decade.

Mesa County Master Plan – Mesa County, CO

Alison is the project manager for this county-wide public engagement process and land use plan. This plan considers the diversity of landscapes and communities in providing tailored guidance.

BYU Sustainability Plan – Provo, UT

Alison project managed this effort to align the University and City of Provo on mutual goals for a more sustainable Provo including increasing tree canopy, shared energy plans and water management best practices.

Mesa County Strategic Plan – Mesa County, CO

Alison led County electeds and key department leadership through facilitated discussions to define the mission and vision, core values, and strategic initiatives to support future efforts for Mesa County. These initiatives were tied to specific performance measure for budgeting and action planning.



Emily Burrowes

Planner

Design Workshop

Education

Master of Urban Regional Planning,
University of Michigan

Bachelor of Arts, Miami University

Licensure and Certifications

Licensed Broker: CO

Emily is a Planner in the Denver office. Projects she is currently working on at Design Workshop include real estate development, master planning, sustainability and resiliency planning and community engagement. From her work experience, Emily is knowledgeable in design, policy and finance when it comes to urban planning and design. Emily is a graduate with a Master's degree in Urban and Regional Planning from the University of Michigan and a Bachelor's degree in Architecture from Miami University.

Select Project Experience

Mesa County Master Plan – Mesa County, CO

Mesa County Strategic Plan – Mesa County, CO

Holly Springs Village District Area Plan – Holly Springs, NC

Boulder Parks and Recreation Master Plan Update – Boulder, CO



Sara Bonacquist

PLA

Urban Forester

Design Workshop

Education

Bachelor of Landscape Architecture,
SUNY College of Environmental
Science and Forestry

Licensure and Certifications

Professional Landscape Architect: CO

Sara has over five years of experience in project management and every stage of the design process, from schematic design to construction documents and administration. Her work focuses on strengthening and enriching communities; whether it be streetscapes, green infrastructure, plazas, parks, or schools. She firmly believes in the simple premise that everybody deserves access to beautiful and clean outdoor spaces—and that those spaces can connect people, inspire people, stimulate communities, and improve overall quality of life.

Select Project Experience

Denver Urban Forestry Strategic Plan –Denver, CO

Alberta St. Blue Green System and Columbia Park Renewal Master Plan and Design – Vancouver, Canada

Pioneer Park – Salt Lake City, UT



Conor Merrigan

AICP, LEED® AP BD+C

Sustainability Program
Coordinator

Spirit Environmental

Education

Master of Urban And Regional Planning
and Urban Design, University of
Colorado Denver

Bachelor of Science, Oregon
State University

Licensure and Certifications

Certified Energy Manager

Envision Sustainability Professional

LEED® Accredited Professional BD+C

Conor has provided a broad spectrum of sustainability solutions throughout his career ranging from green neighborhood certifications to city sustainability plans and BMP advising. Building on a background in urban planning and construction, Conor has provided support for various certifications, frameworks, protocols, and custom efforts to identify the highest value for clients and help them meet their ambitiously practical goals. He works at scales ranging from individual building components to large portfolios and cities while bringing a strong knowledge of best practices and technical details to lead an innovative team of sustainability professionals at Spirit Environmental.

Select Project Experience

Santa Fe Sustainability Plan – Santa Fe, NM

Longmont Sustainability Plan – Longmont, CO

Longmont Sustainability Evaluation System – Longmont, CO

Mesa County Master Plan – Mesa County, CO

Mesa County Strategic Plan –Mesa County, CO

Finish Line Boulder Office Sustainability Plan – Boulder, CO

Qualifications/Experience/Credentials



Provo Conservation and Resilience Plan

Provo, Utah

Design Workshop

It is critical to act today to ensure a healthy and prosperous future for the next generation of Provo residents. Provo's conservation and Resilience Plan represents ways to meet the needs of people today without compromising the ability of future generations to live prosperously.

Design Workshop was hired by the City to update the General Plan. Early on in the process, it became evident that conservation and resiliency are core values of the Provo community. This separate, stand-alone plan would allow for specific measures and targets to make a meaningful impact and align with the goals and policy of the General Plan. This integrated effort to align community input with

the vision, values and priorities of the Provo community, a sustainable future is integral to all aspects of social, economic and environmental decision making and planning in Provo. The Plan is organized around eight elements that contribute to conservation and resiliency. Each element has a specific target to measure performance followed by strategies, actions and a clear plan for implementation.

Project Owner & Contact Reference:

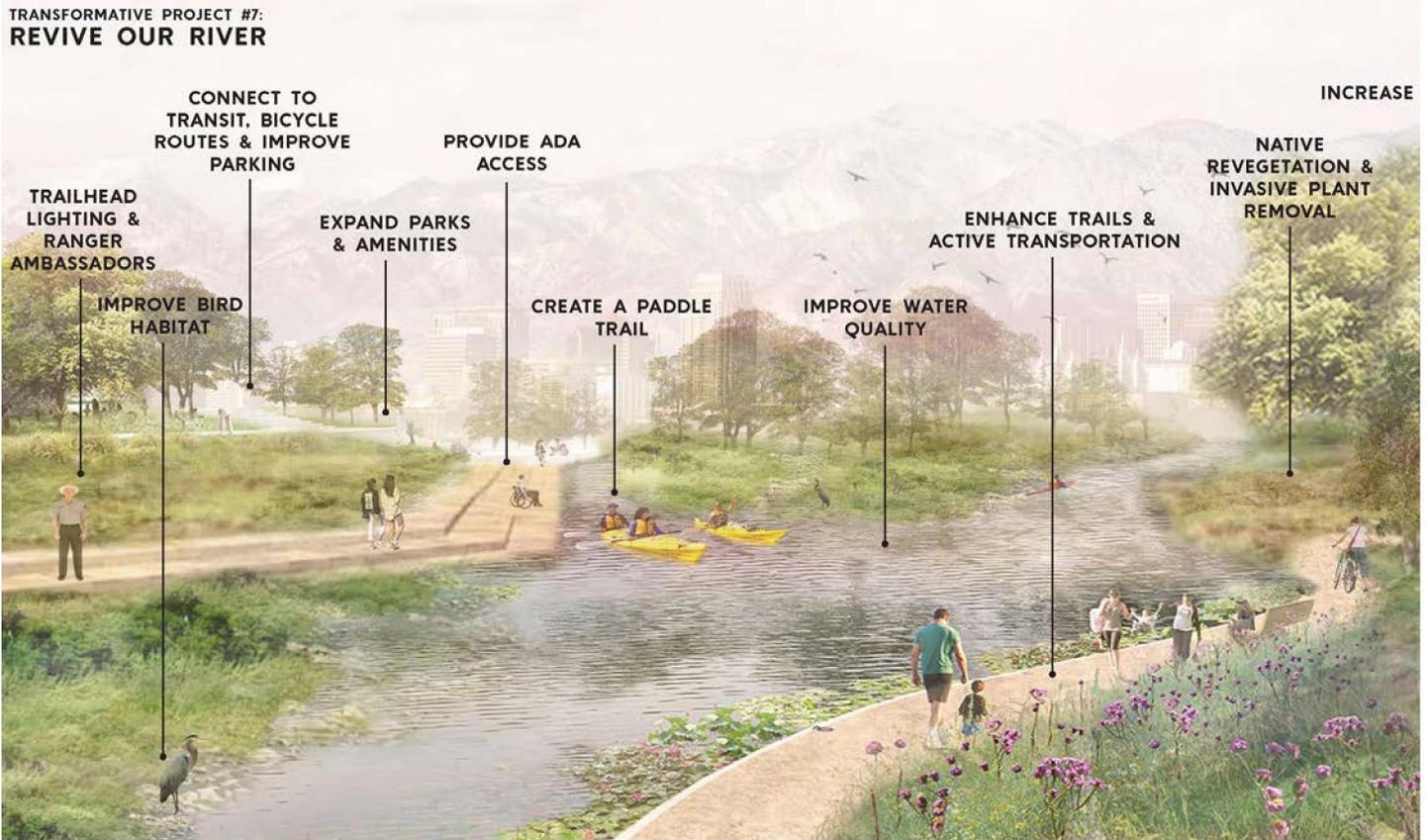
Hannah Salzl, Sustainability Coordinator/Planner,
City of Provo
hsalzl@provo.org, 801.852.6423

Scope of Project: Sustainability Planning,
Public Facilitation, Comprehensive Planning,
Documentation Creation

Project Duration: 17 months

Completion Date: March 2022

Key Personnel: Alison Bourquin (PM)



Reimagine Nature: Salt Lake City Public Lands Master Plan

Salt Lake City, Utah

Design Workshop

As the City's first public lands master plan in nearly 30 years, this was the opportunity for citizens to chart a future for their 83 parks, 70-miles of trails, 1,700-acres of natural lands, 108 holes of golf, and 86,500 urban trees. Reimagine Nature delivers a transformative vision for the next 20 years and is informed by over 12,000 community members who shared hopes and dreams for nature in the city. Community input expressed a heightened awareness that many complex factors impact planning for public lands: homelessness, climate resiliency, racial justice, urban tree

health, food deserts, ecological balance and population increases. These topics have broad implications for the city and could have been dismissed as outside the parks department's influence. Instead, the master plan became a champion for these topics, forming solutions to improve the city's equity, livability and stewardship through five tangible goals and ten transformative projects. Design Workshop's leadership in crafting this plan included using compelling graphic design and story-telling, data-driven assessment and performance metrics, compelling a legion of local ambassadors and an action plan that speak both to technocrats and community members.

Project Owner & Contact Reference:

Nancy Monteith, Public Lands Project Manager, Salt Lake City Corporation
nancy.monteith@slc.gov, 801.535.6234

Scope of Project: Master Planning, Public Engagement, Public Policy Planning, GIS Analysis, Document Creation, Project Branding, Website

Project Duration:
28 months

Completion Date:
June 2022

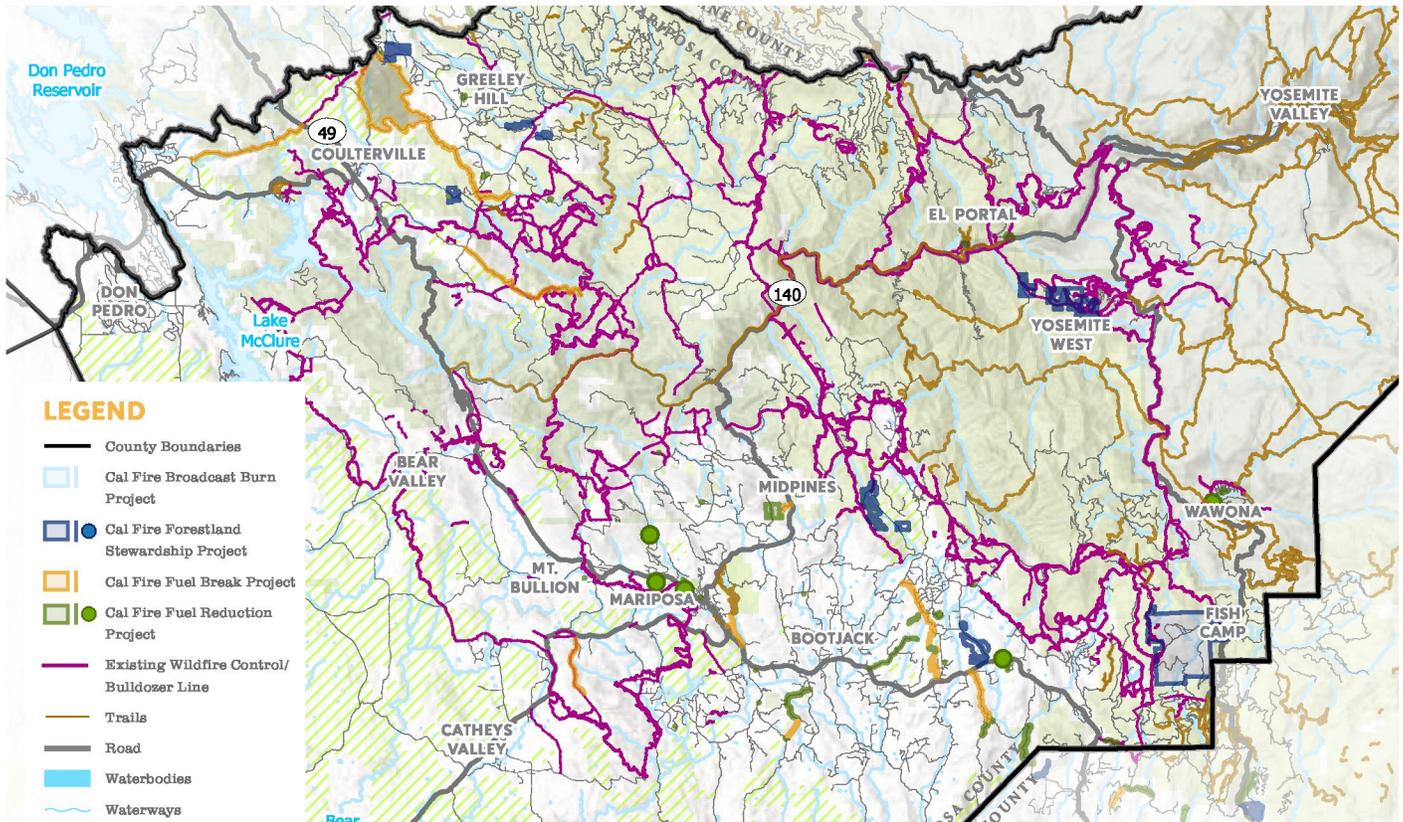
Key Personnel:
Anna Laybourn (PIC)

**APA UTAH
HIGH
ACHIEVEMENT
AWARD FOR
PUBLIC
ENGAGEMENT**

**ASLA NATIONAL
HONOR AWARD
FOR ANALYSIS
& PLANNING**

Qualifications/Experience/Credentials

WILDFIRE RISK REDUCTION PROJECTS



Mariposa Recreation and Resiliency Plan

Mariposa County, California

Design Workshop

In the past twenty years, every community in Mariposa County has been threatened by major wildland fires. Preparing to embark on their first countywide parks and recreation plan, the County's visionary leaders knew that effective planning for parks, trails and open space must also address wildfire risk and climate change.

Design Workshop was charged with developing a multi-layered plan to improve countywide recreation amenities while advancing social, economic and environmental resilience to climate change. Leading a team that included Wildfire Planning International and the Sierra

Business Council, planning began with baseline analyses to identify opportunities and benchmarks to measure future performance.

The groundbreaking 20-year plan establishes clear goals and strategies to improve parks and recreation services while preparing residents and natural systems to adapt to climate change, and respond and recover from disruptive events like wildfires. The plan is a game changer, establishing Mariposa County as a resiliency leader and a great place to live.

Project Owner & Contact Reference:

Mikey Goralnik, Community Design and Development Planner, Mariposa County
mgoralnik@mariposacounty.org, 209.742.1222

Services Provided: Land Use Planning, Recreation Planning, Trail Planning, Master Planning, Public Facilitation, GIS Mapping Analysis, Resiliency Planning, Wildfire Planning

Project Duration: 12 months

Completion Date:

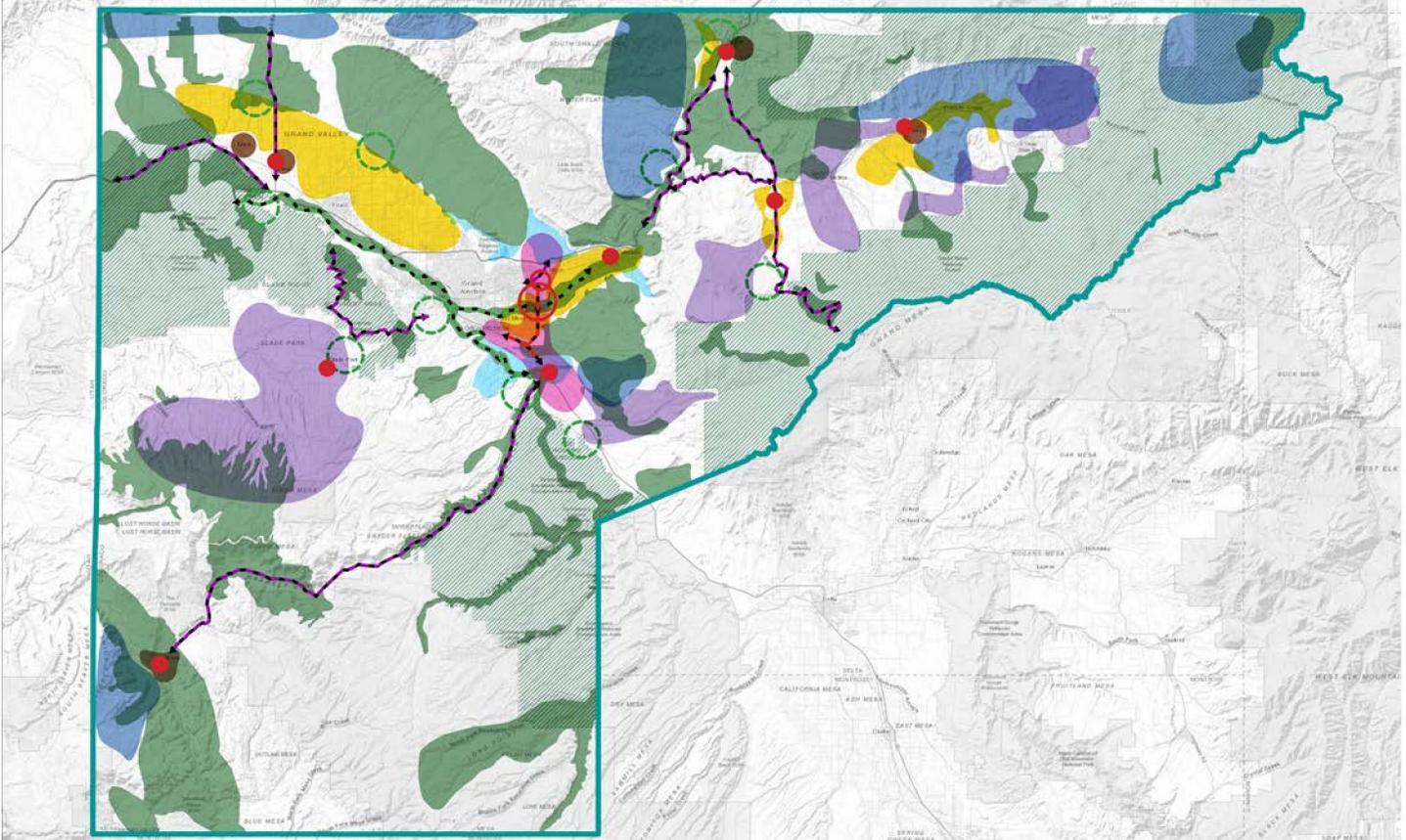
February 2021

Key Personnel:

Anna Laybourn
(Project Advisor)

**ASLA NATIONAL
HONOR AWARD
IN ANALYSIS
& PLANNING**

**APA CALIFORNIA
MERIT AWARD
FOR BEST
PRACTICES**



Mesa County Master Plan

Mesa County, Colorado

Design Workshop and Spirit Environmental

Over the past 25 years, Mesa County has transformed over time including an influx of new residents, dynamic shifts within the energy industry, expanding economic and business development and development pressures on agricultural lands. These changes present the need to create a new plan through coordinated efforts that reflects the vision of today's Mesa County community and lays the foundation for tomorrow's development. Informed through community engagement, the Plan acts as a strategic guidebook to help guide policy decisions and priorities towards a shared goal over the next 20-years. It offers direction for factors including land use patterns, increases in population, economic factors, and environmental considerations.

Design Workshop was retained to provide planning and engagement through document production. Stakeholders and the community were heavily involved throughout the master process. The plan provides a framework for sustainable development patterns that consider natural resources conservation, diverse housing needs, environmental and public health, water supply and delivery, multi-modal transportation, and renewable energy sources.

Project Owner & Contact Reference:

Greg Moberg, Director of Community Development, Mesa County
greg.moberg@mesacounty.us, 970.244.1650

Scope of Services: Master Planning, Community Engagement, Environmental Analysis, Scenario Planning

Project Duration:

Ongoing (Start Date: 8/11/2021)

Completion Date:

Anticipated
 May 2023

Key Personnel:

Anna Laybourn (PIC), Alison Bourquin (PM), Emily Burrowes (Planner), Conor Merrigan (Sustainability Program Coordinator)

Qualifications/Experience/Credentials

Advancing Adams

Adams County, Colorado

Design Workshop and Spirit Environmental

Adams County embarked on a journey of making the County the most innovative and inclusive County in America. Advancing Adams: Planning for a Shared Future was the planning effort that Design Workshop led which aimed to update three of the County's plans simultaneously: the Comprehensive Plan; Transportation Master Plan; and Parks, Open Space & Trails Master Plan.

Design Workshop led the analysis, writing, and engagement for this planning effort. Phase 1 of the project consisted of existing conditions analysis, and Phase 2 focused on engaging the community, scenario planning, implementation, and final document drafting.

The Advancing Adams process provided a broadly implementable vision for the County, focused on preservation of housing and the natural environment, supporting sustainable economic development in industries ranging from aerospace to agriculture, and bringing



additional transportation and natural connections with access to open space and recreation to residents.

Project Owner & Contact Reference: Byron Fanning, Director of Parks, Open Space and Cultural Arts, Adams County Government
bfanning@adcogov.org, 303.637.8006

Scope of Project: Public Engagement, Parks and Open Space Analysis and Master Planning, GIS Analysis, Equity Study, Sustainability Study

Project Duration: 24 Months

Completion Date: June 2022

Key Personnel: Anna Laybourn (PIC), Conor Merrigan (Sustainability Program Coordinator)

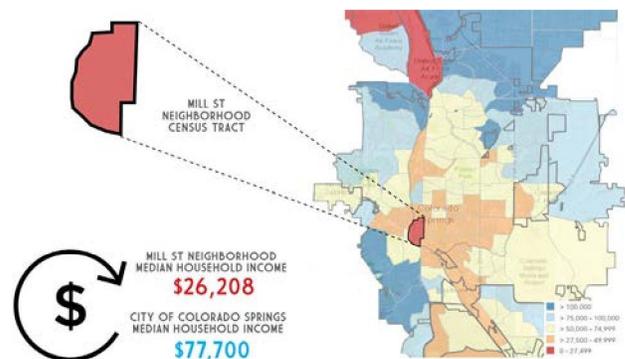
Mill Street Neighborhood Plan

Colorado Springs, Colorado

Design Workshop

Design Workshop led the equitable community engagement and plan creation with a focus on resiliency planning and improving quality of life. The plan focused on economic, environmental, and social resilience.

Community outreach was tailored for those that have experienced the decades of neglect and broken promises that had caused disenfranchisement. Starting with small listening sessions and door-to-door outreach had a snowball effect resulting in 500% increase in engagement in city planning. Innovative engagement strategies led to a successful outcome where more than 30% of residents and 50% of business owners provided input for the plan, along with dozens of other key stakeholders. Their reaction to presented future land use and investment scenarios provided clear choices for them to collectively direct neighborhood change and resilience.



Project Owner & Contact Reference: Catherine Duarte, Community Development Senior Analyst, City of Colorado Springs, catherine.duarte@coloradosprings.gov, 719.385.5266

Scope of Project: Small Area Planning, Economic Analysis and Redevelopment Planning, Public Involvement and Facilitation, Policy Writing and Land Use Planning, Historic Preservation Policy

Project Duration: 18 Months

Completion Date: June 2019

Key Personnel: Anna Laybourn (PIC)

2019 APA CO AWARD
COMMUNITY RESILIENCY

Fontana Urban Greening Master Plan

Fontana, California

Design Workshop

Landlocked within California's semi-arid Inland Empire, residents of Fontana are exposed to air quality that is worse than 95% of census tracts in California. Its urban forest—a mere 0.36% coverage—is distinctly less than other communities in Los Angeles Basin. This statistic, when considered with the influence of major transportation corridors, notable industrial hubs, frequent regional wildfires, and projected population growth, is at further risk as outdated and unconsolidated landscape regulations face increased development pressures.

Design Workshop applied scientific methodologies to explore various dimensions of air quality and develop an Urban Greening Master Plan. The plan creates a multi-scalar, green infrastructure vision that influences development patterns, improves individual health, and creates a resilient future for Fontana. The plan prompted an immediate policy change with its ambitious, long-term goal of increasing tree canopy coverage to 5% by 2050.



Project Owner & Contact Reference: City of Fontana, Contact Reference has retired

Scope of Services: Master Planning, Public Engagement, Urban Design

Project Duration: 14 months

Completion Date: November 2019

**ASLA NATIONAL
HONOR AWARD IN ANALYSIS
& PLANNING**

**WORLD LANDSCAPE ARCHITECTURE
ANALYSIS & PLANNING AWARD, HONORABLE
MENTION**

Winter Park Downtown Plan

Winter Park, Colorado

Design Workshop

Design Workshop led a team in Winter Park to envision the future of Downtown Winter Park. They focused on Main Street and adjacent side streets in order to increase mobility, stimulate the economy, and encourage sustainability.

The plan was guided by four principles that aligned with community values and the recently adopted Comprehensive Plan. The design guidelines and streetscape design options in the plan offer recommendations to guide development aligned with the Town's vision for the overall corridor, as well as specific districts within the corridor. They provide clear instructions to Town Council, Planning Commission, Town staff, citizens and potential developers on public and private improvements that meet the Town's goals. This actionable



document was created to be referenced as new areas come online along the corridor.

Project Owner & Contact Reference: James Shockey, Community Development Director, Town of Winter Park jshockey@wpgov.com, 970.726.8081

Scope of Project: Strategic Development Planning, Public Facilitation & Outreach, Mobility Planning, Document Production

Project Duration: 12 Months

Completion Date: May 2020

Qualifications/Experience/Credentials

Nevada County Recreation and Resiliency Master Plan

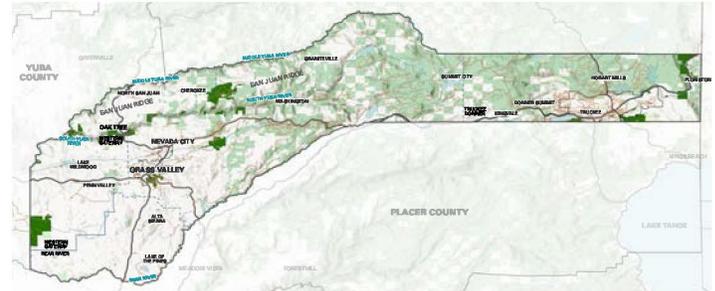
Nevada County, California

Design Workshop

Design Workshop is leading the development of a county-wide Recreation and Resiliency Master Plan for Nevada County to comprehensively integrate resiliency adaptation measures as part of planning for parks, trails, and open spaces.

In addition to identifying outdoor recreation needs and articulating a long-term vision for managing open spaces and recreation resources, this plan's recommendation and projects will integrate strategies to reduce the risk of natural disasters, provide support for state and federal first responders in the event of a disaster, and establish compelling public places that contribute to the county's economy and sense of place.

The plan will identify specific project recommendations along with funding sources and strategies to implement them. Partnerships with tribal interests, recreation districts,



Tahoe National Forest, California State Parks, BLM, Nevada Irrigation District, land trusts, and non-profit organizations engaged in local recreation, arts, health and wellness, conservation, forest health, and management of open space and trails will be developed and leveraged to move projects forward.

Project Owner & Contact Reference: Erika Seward, Senior Administrative Analyst, Nevada County, erika.seward@nevadacounty.gov, 303.265.1572

Services Provided: Recreation Planning, Trail Planning, Master Planning, Public Facilitation

Project Duration: 12 months

Completion Date: Anticipated September 2023

Longmont Sustainability Plan

Longmont, Colorado

Spirit Environmental

The plan was developed in concert with Envision Longmont, the City's Comprehensive plan, and included extensive overlap and integration of land uses and redevelopment potential. The plan identified specific strategies around integrating infill and redevelopment to focus on preserving and developing livable centers, corridors and neighborhoods. The development of this plan included analysis of existing conditions and strategy development with a wide variety of stakeholders to identify the nexus of desired outcomes and potential sustainability impacts which helped inform goal development and targets. The plan resulted in the development of the longmontindicators.com



**THRIVE
TODAY AND
TOMORROW**

CREATING A SUSTAINABLE LONGMONT

project to track and share goals for both the comprehensive plan and sustainability plan that remains in use today.

Project Owner & Contact Reference: Lisa Knoblauch Sustainability Program Manager, City of Longmont lisa.knoblauch@longmontcolorado.gov, 303.651.8403

Scope of Project: Sustainability Planning

Project Duration: 24 months

Completion Date: July 2018



STRATEGY & IMPLEMENTATION PLAN

Strategy & Implementation Plan

Project Understanding

The Resiliency and Sustainability Plan for the City of Grand Junction will provide a unifying guide and foundation for near-term actions and long-term planning. As the population center of the region, it is significant for the City to be a leader in addressing resource conservation and stewardship, hazard mitigation, integration of nature in the city, smart land uses, buildings and systems and technology to ensure a healthy future for everyone in the community. The process will include discovery of innovative solutions tailored to the community, its values and opportunities. The plan will direct action to decrease greenhouse gases and carbon emissions, with a lens of the long-term for equity and a focus on economic and environmental resiliency.

While this is not the City of Grand Junction 2020 Comprehensive Plan, this plan is intended to think holistically about how sustainability and resiliency will balance the community environmental, economic, social and cultural perspectives.

From our extensive experience crafting community-supported long-range plans for places similar to Grand Junction, we understand the importance of combining technical analysis and communication of data for decision-making along with connecting to stories of impact and benefit to community members. For example, in our projects for the cities of Salt Lake; Utah, Fontana; California, and Colorado Springs; Colorado, air quality data along with stories from vulnerable populations about how they were impacted both brought weight to the prioritization of actions and community buy-in for the plan. To craft a plan unique to Grand Junction it will be essential to engage the community in conversation on what of sustainability and resiliency means to them.

Our experiences planning and implementing resilience and sustainability plans has made us aware of innovations and successful outcomes. We have found that a common element for success is alignment with community values and sensitivity to the different perspectives of community members and leadership regarding climate change imperatives and equity. We know from our recent planning work in Grand Junction and Mesa County that surveys indicate there is a strong shared appreciation for the natural beauty of this place and concern about economic and housing security within the region. We believe these common values can be leveraged to bring about transformation for Grand Junction with actions for human and environmental health.

The following description is our understanding and approach to the project's key objectives.

Water Conservation and Water Quality

Located at the confluence of the Colorado River and Gunnison River, water is a valued resource for its scenic quality, recreation opportunities, resource for agricultural industry, and quality of life. In addition to water courses, ditches, and water bodies, stormwater and drinking water services are important to the water sustainability portfolio in this arid and drought-prone climate. The 2012 Grand Valley Regional Water Conservation Plan identifies the mission "to promote water conservation by example, education, and innovation for the purpose of securing the future water needs of the Grand Valley." The Resiliency and Sustainability Plan will coordinate current water conservation efforts between the City of Grand Junction, Clifton Water District, and the Ute Water Conservation District. Education in the community and

industries about codes and ordinances that promote effective water use and xeric landscapes best practices will contribute to water conservation. Opportunities to address improving water quality may include researching wildlife, fish species, and effective stormwater management practices to help reduce risk of flooding and impaired water quality.

Sustainable Development and Waste Management

As the concept of sustainability evolves, there is a need to explore aspects of effective waste management. A better understanding of where things are coming from, how they can be used and re-used, and to what extent they are disposed of or recycled can lead toward more balanced systems and less waste overall. The same type of analysis can be applied to other resources such as energy, carbon, water, or habitat to indicate how to balance or make an impact of the future. The existing City of Grand Junction EV Readiness Plan sets a foundation for investment in alternative fuels, providing elective vehicle chargers and wastewater-derived biofuel facilities. The Resilience and Sustainability Plan will look at current programs such as on-site solar and the Curbside Recycling Indefinitely program in Grand Junction. With our work in the Mesa County Master Plan, we have gone further to analyze future land use based on factors like land ownership, zoning, hazards, etc. to understand where future land development was viable for economic growth. The Mesa County Master Plan also looked at areas for future energy use and renewable energy.

Public and Environmental Health

Education is key to encourage everyone in Grand Junction to take part in protecting the future of our shared places. From learning about methods

of energy use reduction to local food systems, residents of Grand Junction can learn about sustainability from both an environmental and economic view. The benefits of implementing sustainable practices often have high upfront costs, but long-term returns for the overall health of both people and place will positively impact air pollution, safety, fuel conservation and reducing overhead costs. Some aspects of sustainability can shift the economic forces within a community such as a drive for more locally grown food supporting small farmers, the creation of new technologies that creates temporary and long-term local jobs.

Preservation and Enhancement of the Environment

Over the past few years, the population within Mesa County has increased significantly, with the City of Grand Junction seeing some of the highest growth rates in the region along with increased visitation. The consumptive nature of increased use places additional stress on natural resource protection, air quality, and increased use of water and energy resources. This sustained growth and increased demand in the region puts pressure on its communities when it comes to land use, transportation, housing, economic development and water supply. The natural environment surrounding and including Grand Junction is one of the areas strongest attributes, with robust populations of both flora and fauna that attract hunters, tourists, and residents alike. Maintaining connectivity, supporting habitats along the rivers and prime natural areas, and seeking to develop selectively can all be means to preserve these resources and add natural value to Grand Junction. Our work in the Mesa County Master Plan has addressed conservation and resiliency, with highlights the importance of the wide array of issues that need supported by the



Story Mill Community Park, Bozeman, MT

towns future planning and policy and recommendations. Design Workshop is also known for our open space, parks, and recreation plans that protect and enhance the natural environment and implement sustainable design and management.

Urban Forestry

Grand Junction's urban forest is celebrated for its many environmental and social benefits, but faces many threats and limitations in resources to expand the impact of urban trees. The current City of Grand Junction Urban Forestry Management Plan will provide a basis for this part of the study, to be integrated with related topics of stormwater management and water conservation, air quality improvements, carbon sequestration, city beautification, urban heat, parks and open space. The Sustainability and Resilience Plan is an exciting opportunity to integrate green infrastructure as a strategy for advancing urban forestry goals and initiatives.

Resiliency and Hazard Mitigation

Climate change, resiliency and emergency preparedness is critical to reducing environmental and human-

made hazards. Natural hazards such as landslides, flooding, and wildfires all have significant risks to both public safety as well as to the protection of wildlife habitats. From the small things, like Japanese beetles killing resident's gardens to drought conditions creating hazardous risk for fire, they highlight the importance of incorporating resiliency into long range planning. Our work focused addressing resiliency for areas such as the Mariposa Resiliency Plan and the Salt Lake City Public Lands demonstrate our understanding of the significant impacts from sharing our sacred spaces with people when it comes natural lands management, impacts to the landscape, and the need to address land use, transportation needs to balance recreation and tourism to protect natural assets.

Preparedness is key, and thinking about how to respond to both acute and persistent risks posed by natural and man-made hazards will pay dividends when and if those hazards occur. Thinking about drought planning, micro-grids for energy resiliency, and mitigating fire risk will all help preserve Grand Junction when conditions warrant.

Strategy & Implementation Plan

Social Equity

Equity is the right for all people to an acceptable quality of life that is socially fair, economically strong, and in an environmentally healthy place. Equity is linked to many aspects of sustainability and resiliency, including access to transportation, housing affordability, child care opportunities, health and wellness, safe living conditions, food access, parks and recreation, and mobility. Issues like housing affordability are essential to address in future land use to provide attainable, accessible, and equitable options for the people living and working in the Grand Junction community. Historically underserved, minority, and underrepresented populations often receive unbalanced access to basic provisions and are disproportionately negatively impacted by climate change and environmental risks. Therefore, robust participation from the diverse perspectives will be required to ensure all voices are heard. Equity mapping is one tool Design Workshop has been leading innovation for identifying gaps in equitable service and prioritizing investments. Equitable access to future opportunities will be woven through both the process and in all

elements of the plan recommendations for the Resiliency and Sustainability Plan for the City of Grand Junction. Targeted efforts to engage traditionally underrepresented populations and lived-experiences is integral to our community engagement strategies.

Community Engagement

We position community and stakeholder engagement at the center of every project because we know that projects have a much greater chance for implementation and success if the stakeholders who will ultimately shepherd them forward are invested from the beginning and help define the project vision. Utilizing multiple methods for such engagement is essential to facilitate deep listening and to synthesize ideas that emerge.

The voices of the residents of Grand Junction are an important part of the words, ideas, and suggestions to craft an actionable and attainable plan. The focus for this effort will be on the collaboration of key stakeholders and partners including local utilities, departments and local leaders. For this effort we propose a two-pronged approach to stakeholder engagement.

The first with an internal working group of department representatives who will ultimately lead efforts to implement actions and monitor progress which could include parks and recreation, the municipal utility, public works, council representatives, and other City stewards of plan actions. The second is with an external working group of stakeholders who will be essential partners in plan execution and future partners in initiating the plan recommendations such as waste and sanitation providers, community nonprofits, water providers, land conservation groups and local businesses. The City's knowledge of these groups will be essential in determining the composition of any external supports, as will the timing to bring in stakeholders that are more apt to provide the type of early input that can be more abstract without plans and strategies to react to. We propose formal meetings with these groups three times throughout the process, to listen and learn, to gather feedback and refine plan ideas and (3) to confirm implementation steps and actions. In addition, we will share regular updates and progress checks through email communication.

It is important to right size engagement to enable broad participation from the community. We are committed to developing a plan that reflects them, their varying perspectives and community values. The voices of the community - from town Council to small-business owners to the visitors - are an essential piece of the story. While the focus of our approach to community engagement is to work closely with stakeholders, we also propose some light touch engagement to meet the broader community. It is important to right size engagement to enable broad participation from the community. We are committed to developing a plan that reflects them, their varying perspectives, and community values by



Mesa County Strategic Plan, Mesa County, CO

meeting them where they already are, from local events, walking tours and coffee talks - we make it fun and easy for people to participate.

Typically underrepresented in public engagement for this region are segments of the community that are Spanish speaking, Hispanic/Latino, youth, low-income, lower educational levels, racial minorities, disabled, unhoused, and newer residents. We will work with your team to identify engagement goals and deploy strategies for engagement of targeted populations. Our team offers Spanish translation, and also sensitivity to cultural and logistic challenges people experience to engagement in civic projects.

Internal Support and Buy-In

For this or any sustainability plan to truly succeed, there needs to be an understanding of and commitment to success as framed in the plan internally. Whether through alignment with budgeting cycles, vesting sufficient authority in staff to hold departments responsible, or additional hiring of dedicated resources, sustainability work takes commitments. The challenge of the plan is to make that case successfully, and to demonstrate that value in order for the City and the decision makers to eventually accept that need. Once the cycles of the plan are aligned with budgeting, and regular updates are being provided by all involved staff, sustainability becomes very substantive and integral to how things are done. Whether through current staff or additional targeted resources, specific elements of the plan can develop fully, and the foci identified in the plan can be nurtured to create the types of successes needed to maintain momentum and demonstrate the ongoing value of these efforts. Sustainability will and should stand on its merits, but it also should be given fair and robust chances to do so.

Balancing Practical and the Visionary

Due to the holistic nature of sustainability, there is an inherent challenge to be able to demonstrably indicate that the various concerns and interests will be adequately addressed, which can sometime be a challenge with the diverse interests and passions in the wide realm of sustainability. Finding the space for the full range of topics is ambitious and can lead to the dilution of actionable items and overwhelm. However, narrowing in on only the top-most prioritized strategies risks alienating citizens with their own definition(s) of sustainability and potentially excluding more marginalized populations.

Short-Term Actions and Long-term Value

Some of the value from sustainability is hard to capture on short-term balance sheets. When an organization has the ability to look into the future and compare outcomes based on more or less sustainable actions, the real value of moving forward with sustainability initiatives can be realized. Since the City as an organization has the ability and onus of curating the long-term value of the City as a functional ecosystem, incorporating sustainability into the calculus makes sense. In addition, since federal and state agencies likewise have the ability to take long views, it would make sense that increasing the integration of sustainability into community functions would align with funding opportunities and targets set by these agencies. Long term value will be considered in selecting which elements to prioritize.

It is critical to act today to ensure a healthy and prosperous future for the next generation. It will take a coordinated effort by many to achieve such a goal.

Proposal Details

Design Workshop has teamed in a collaborative partnership with Spirit Environmental and Perks Deconstruction to effectively deliver the Grand Junction Resiliency and Sustainability Plan. The following narrative describes services required to complete a complete the plan. However, our team is flexible to make adjustments in responsibilities and will leverage city resources to efficiently complete the project. While the following scope is organized in a linear manner, many of the tasks may proceed concurrently. These phases build on one another and ensure a solid understanding of data and input to craft strategies and an action-oriented plan for the future. The project will be organized into the following phases:

- **PHASE 1: Understanding:** This phase of work focuses on setting up the plan for success.
- **PHASE 2: Initiate & Describe:** This phase of work focused on an assessment of the current efforts related to the plan elements.
- **PHASE 3: Evaluate & Target:** This phase of work inventory of data with an overall assessment and recommendations and will define implementation in response to the draft actions and performance measures.
- **PHASE 4: Prioritize, Implement & Communicate:** This phase of work focuses on the development and approval of the final document and key next steps for the Plan.
- **PHASE 5: Project Management:** This phase is integrated throughout the duration of the project and includes ongoing project management to ensure clear communication, coordination of tasks and successful project outcomes.

Strategy & Implementation Plan

PHASE 1: Understanding

Task 1.1: Strategic Kick Off

The project will begin with a Strategic Kick Off (SKO) workshop with the consultant team and city staff to review the scope of work and available data. It will lay the foundation for a clear and inclusive process and will clarify roles, approach, project goals, and community engagement opportunities. We will define a mission statement and guiding principles to effectively launch the project. Items to be covered during the SKO Workshop include:

- Project Management: Confirm a detailed project schedule, document review process, define roles and responsibilities, and communication procedures.
- Critical Success Factors: Discuss accomplishments of current efforts, accomplishments and ways to incorporate previous planning efforts, and establish project goals and desired outcomes.
- Stakeholder Engagement: Determine make-up of the internal and external stakeholder working groups and determine the role of the City Team Green.
- Data Collection: Identify additional documents and resources that may be useful to the plan creation process and identify any topics for additional research and evaluation.
- Previous Plan Review: Get clear direction on what is driving this plan. What has worked with the previous plan? What has struggled and where can this update support future action?

Task 1.2: Existing Document Review

Using directives and outcomes from the Strategic Kick-Off, Design Workshop and teammates will conduct a high-level review of previous reports, studies and plans to ensure previous

priorities and plans are reflected in the Grand Junction Resiliency and Sustainability Plan. This synthesis of past planning efforts is intended to recognize the significant work already completed and to align visions from the existing efforts. We will evaluate the consistency of documents including the Grand Junction Comprehensive Plan, EV Readiness Plan, Strategic Priorities Urban Forestry Management Plan, Pedestrian and Bicycle Plan, Shared Micro mobility Pilot Program, Regional Water Conservation Plan, Community Health Needs Assessment, Housing Needs Assessment, Hazard Mitigation Plan, and GHG Pollution Reduction Roadmap, in addition to other documents identified by the city as key to understanding current initiatives. We will determine what information is relevant, outdated, or out of compliance, in addition to a preliminary evaluation of what new information is needed. This will include a focused conversation on gap analysis from prior plan implementation review that can be used to "Highlight the City's sustainability initiatives."

Task 1.3 Public Engagement and Communication Plan

We anticipate that stakeholders will play a significant role in the formation of the Resiliency and Sustainability Plan, and to a lesser degree the broader public. Design Workshop will develop a Stakeholder Engagement and Communication Plan that includes detailed guidance on engagement goals and objectives, strategies and approached for public outreach, engagement tools and methods, and the preparation of a stakeholder analysis matrix. We will work with City staff to categorize the groups and individuals that will be identified as key stakeholders and traditionally underrepresented populations for targeted engagement. and be formalized including the contact information, engagement timelines,

scheduled meeting dates and lead times, information distribution methods, and responsibilities of city staff and the consultant team.

Phase 1 Deliverables:

- Half-day facilitated SKO Workshop
- Existing Document Review Summary and (1) Meeting to Review
- Community Engagement and Communications Plan

PHASE 2: Initiate & Describe

Task 2.1 Stakeholder Conversations Listen & Learn

We propose a series of stakeholder conversations to understand the important issues for the plan to address. These meeting will focus on gathering data needed for the baseline assessment, understanding successes and challenges of current efforts, and issues and opportunities around sustainability in Grand Junction. The makeup of these groups would be identified in Task 1.3.

Task 2.2 Internal and External Working Groups

We anticipate two Working Groups to support throughout the planning process. This includes (1) External Stakeholder Work Group that will be collaborators and regional partners, local citizens and businesses for the Plan and (2) Internal Department Work Group who will be responsible for implementing outcomes. It is anticipated we would continue to meet with these groups and share regular updates throughout the planning process. The makeup of these groups would be identified in Task 1.3.

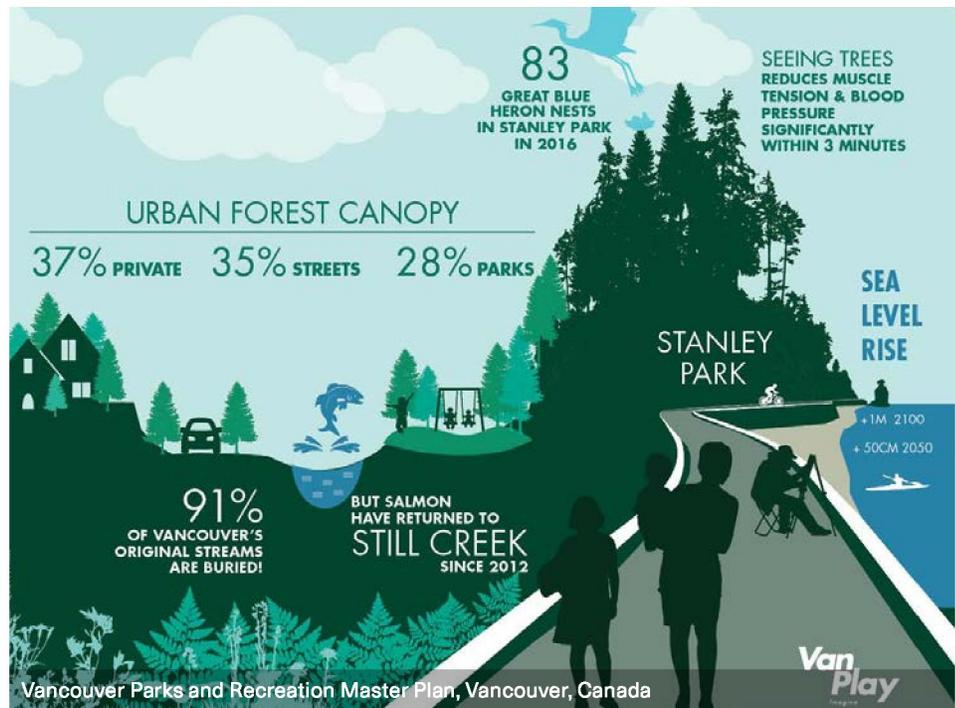
Task 2.3 Baseline Assessment

A baseline assessment of current conditions is the foundation for defining targets for the future. The baseline

assessment for Grand Junction will be an iterative process, with an initial data discovery period followed by subsequent prioritization and more intensive data collection as needed. By looking at the relative value of collecting information, identifying topics where local data collection efforts may yield more actionable data than current data sets, and identifying alternative sources in conjunction with city staff, time will be spent effectively in collecting data that is useful and not simply to insert values. In addition, data collection will be largely dependent on the quality and timeliness of the data provided, and alternative data sources will be explored as necessary. We will presentation of initial findings and direction in a meeting to city staff and based on direction complete data collection assessment.

This task will include Initial Data Discovery including data needs request and interviews with city and utility staff. Our team will create a data request and rely on support from city staff to ensure effective responses from city departments and community partners. This assessment will include quantitative data and current initiatives relating to identified elements, with an anticipated initial focus on the following (potential resources):

- **Local Food Systems:** Community and neighborhood supported agriculture, Community and urban gardening (non-profits), Farmer's markets (City permits), Food deserts (Mapping, Farming and ranching economy (USDA)
- **Natural Environment, Recreation and Open Space:** Ecological health (TBD), Land use (Planning), Riparian zones (Various mapping), Habitat (CPW mapping), Plants (Various mapping), City parks and open space mapping
- **Water Conservation:** Use and conservation (Utility and water plans), Delivery system (Utility,



Water management (Watershed planning, Utility), Storm drainage (Public Works, Planning)

- **Air Quality:** Vehicle emissions (Google EIE, DRCOG), Indoor health (TBD), Industry (EPA, CDPHE), Dust and particulates (CDPHE), Pesticide and herbicide use (TBD)
- **Land Use, Urban Design and Affordable Housing:** Land use codes (Planning), Green infrastructure (Planning/Public Works/Private), New development forecasts and impact (Economic Development)
- **Renewable Energy Use and Reduction:** Carbon footprint reduction, Energy efficient facilities (Utility), Greenhouse gas emissions (Google EIE, Utility, Public Works, Transportation)
- **Materials Management including Waste Reduction and Diversion:** Recycling (TBD, Public Works), Composting (TBD), Hazardous waste collection (TBD), Construction and demolition (TBD), Electronic waste (TBD),

City procurement processes (Procurement)

- **Alternative Transportation:** Transit, Vehicle use (DrCOG, Google EIE)
- **Economic Development:** Training and education programs (Economic Development), Industry retention (Economic Development), Local business (Economic Development)
- **Urban Forestry and Green Infrastructure:** The city's urban tree canopy data as well as national land cover data will be used to map and describe the vegetative properties within the city.
- **Public Health and Vulnerable Populations:** CDC and Census datasets will be mined to create composite maps of factors of human health and demographics important to equity prioritization mapping.

Task 2.4 Benchmarking and Best Practices

Benchmarking is the process of measuring key metrics and practices

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and comparing them to industry peers or other cities across the county. This helps to understand how and where changes need to be made to improve performance. We propose up to three cities will be selected by the working groups as an additional service to support in the development of targets. In order to aid with selection, Spirit will provide a first pass data survey of up to 10 staff identified communities, knowing that there may be additional communities selected by the working group. Once the three communities are identified, Spirit will collect key sustainability metrics from similar source, relying where possible on sustainability plans and publicly available data. This data will be integrated into the prioritization matrix and presented to the city to help identify which characteristics of each peer they would most like to focus on. To draft effective targets, Spirit will look to the peer communities, baseline data, and stakeholder preference to identify Key Performance Indicators.

Task 2.5 Community Conversation- Listen & Learn

This phase of engagement is intended to learn the about the stories for today and hopes of the future from the broader community. This will drive the framework of the Grand Junction Resiliency and Sustainability Plan and provide an opportunity to gather feedback around values and priorities for the plan to address. The appropriate methods will include one-day of in-person engagement and may include an open house, survey or pop up events and will be determined at the SKO with the city's project management team.

Task 2.6 Current Conditions Snapshot

We will complete a 'Current Snapshot of Sustainability' as summary of the baseline assessment addressing the challenges to sustainability and resiliency for the City. We will incorporate findings from the completion of existing documents, data collection and baseline assessment, and community conversation efforts,

to provide both qualitative and quantitative data and analysis as a framework for the next phases of work.

Phase 2 Deliverables:

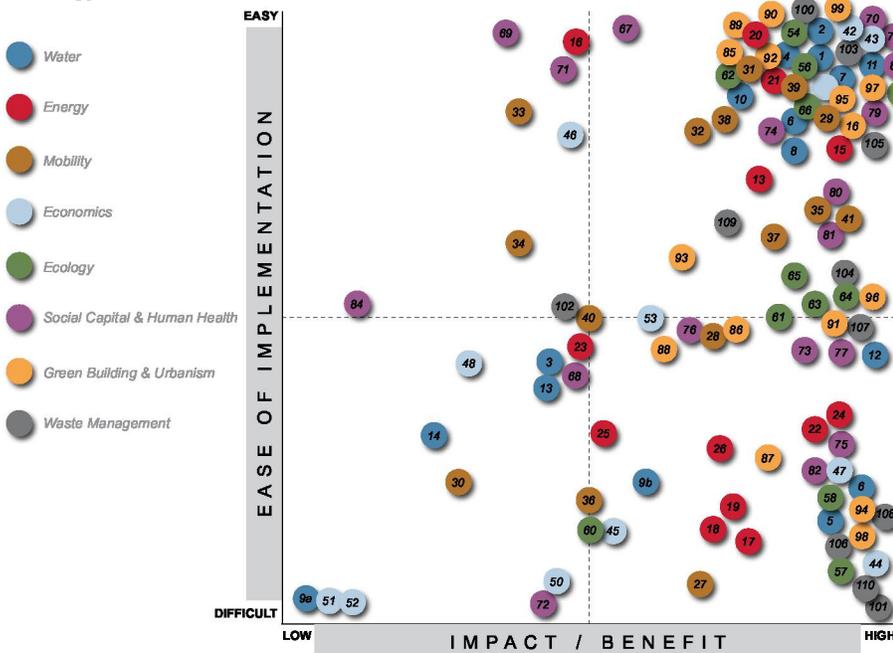
- Up to 6 Working Group/roundtable discussions, meeting facilitation worksheet, meeting agendas and meeting summary
- Memo of Previous Plans (Up to 10 Relevant Documents)
- Baseline Assessment and Benchmarking Memos
- Up to 8 GIS analysis maps including environmental, resource inventory, community maps, vulnerability assessment and risk assessment.
- Engagement Materials Engagement Planning Worksheets for Stakeholder and Community Conversations, Draft and Final Engagement Materials, Engagement Summary #1
- Current Conditions Snapshot Memo (Up to 20 Pages)

PHASE 3: Evaluate & Target

Task 3.1: Plan Framework

Using the background information we will outline a framework of the Grand Junction Resiliency and Sustainability Plan. Our team will provide a document outline and graphic template for city staff for approval. This outline will include organizing concepts by plan elements and an initial list of topics to be covered in the final plan and provide detailed direction on the initial vision statement, goals, and objectives. This Plan will provide a clear path to improve sustainability actions in the city around plan elements for future generations.

Strategy Prioritization



Task 3.2: Draft Strategies and Performance Measures

Preliminary targets in each functional area of the Grand Junction Resiliency and Sustainability Plan will be informed by baseline conditions and the desire to maintain or improve them, benchmarks, technical feasibility, determination of ambitious or conservative approach, short and long-term efforts, and prioritized action items. Rather than developing individual targets for every topic area, these KPIs will be designed to act as umbrella indicators inclusive of the efforts being made across topic areas. By focusing on high level KPIs, the stage will be set for communicating progress at a level that is more likely to resonate with stakeholders than providing an exhaustive list of targets and will be a more effective use of the first-year budget. Spirit would anticipate no more than one (1) KPI per major plan area. In order to demonstrate and track progress on other metrics that don't quite fit as KPIs, Spirit will also develop a subset of Supportive Performance Measures (SPMs) that take strong data sources that the city wishes to track and include those in the tracking tool. These will be primarily internal, though can be published and shared as desired.

Task 3.3 Stakeholder Conversations: Feedback & Refinement

We will reconvene with the internal and external working groups to gather feedback on the plan elements actions, draft performance measures and draft Plan framework to confirm and refine plan direction.

Phase 3 Deliverables:

- Plan framework including draft plan outline organized by plan element, graphic template of final plan document.
- Delineation of KPIs, short and long-term targets for all plan elements.

- Two (2) 90-minute stakeholder discussions, meeting facilitation worksheet, meeting agendas and meeting summary.

PHASE 4: Prioritize, Implement & Communicate:

Task 4.1: Draft Plan (70%)

Based on work to date, our team will draft a 70% formatted document. We anticipate staff will review the draft document and collate all comments. This draft will include strategies, initiatives, policies, actions, and performance measures. We will create graphically engaging document that is clear, concise, and easy to understand that can be delivered to a variety of audiences in an accessible way. This draft will provide a framework for a clear path forward. Each of the following themes will include the following.

- Element: Elements are key opportunities to achieving a more resilient future.
- Baseline: A baseline is the current measure of a performance metric.
- Target: Targets provide a precise, measurable, and time-oriented performance metric for achieving the objective of each element.
- Strategy: Strategies are recommended approaches to achieving the targets.
- Action: Actions are the steps needed to implement the strategy through programs, initiatives, policies, projects, or tasks.

Task 4.2: Implementation Workshop

Effective implementation requires coordination and buy-in from various departments and stakeholders. We suggest an in-person, half day workshop to meet jointly with the internal and external stakeholder

groups to determine appropriate leadership, timing, and funding considerations for recommended actions. Prioritization will account for impacts relative to the themes, practical components such as availability of resources, and desires from key stakeholders.

Using the implementation tool developed using the baseline assessment and KPI and SPM development, Spirit will continue to build out a prioritization matrix to enable key internal stakeholders to make informed decisions and include their choices for final prioritization. This tool will include metrics on synergies, impact, value, resource availability, and other criteria as determined with the City, and be replicable for different audiences. As desired, city staff can weight the categories and criteria more or less heavily and will effectively use the tool to identify top-ranking strategies for consideration. The use of such a tool is not intended to exclude topics from consideration but to provide a first cut at that effort and require any additional topics to have stronger support from stakeholder groups to bring up to full implementation status. This tool will be used when meeting with different internal stakeholders and all participants will be given the chance to prioritize the various strategies within the plan. Scores will be averaged at the conclusion of these meetings and the final prioritized list will be published in the plan.

Task 4.3: Action Steps to Implementation

Following this meeting, strategies and action will be organized into a final implementation matrix utilizing the established plan elements, strategies, and actions. Implementation details will be provided for each high priority recommendation (projects and programs) and may include a narrative, summary of benefits, benchmark

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and metrics, cost, responsible entity, potential partners and funding opportunities, phasing priority, etc. We anticipate the City may wish lead one-on-one conversations with departments and stakeholders to conclude the resolution of outstanding actions prior to final documentation.

Task 4.4: Final Plan (95% and Final)

Based on all feedback to date, and staff input Design Workshop will refine the draft plan. We anticipate city staff will review the draft document after refinement and collate all comments and input. This draft will include an Action Plan and Implementation Matrix from the workshops provides a guide for short, medium, and long-term implementation. Following the presentation to Council, and receiving final comments from city staff, we will complete the final Grand Junction Resiliency and Sustainability Plan.

Task 4.6: Project Launch

We understand this will be a living plan that will continued to be tracked and updated over time. Our team will work with staff to determine the type of dashboard and internal monitoring that will best support the project to support ongoing community communication and education and opportunities for funding through measuring performance and outcomes.

Phase 4 Deliverables:

- One (1) in-person implementation workshop with the stakeholders and city staff.
- Implementation matrix for projects, including impacts, resource availability, and suggested timelines.
- 70% Draft, 95% Draft and Final Plan in pdf format and InDesign format; text can be provided in a separate Word document. One (1) digital copy of Final Plan document and appendices for adoption

- Metrics and protocols for monitoring, dashboard, implementation schedule, data and tracking.

PHASE 5: Project Management

Design Workshop brings value to clients through its commitment to project management, expertise in planning and built work, and proven success with public engagement. Our team has extensive experience in leading, managing, and implementing complex projects. Our project management approach is to anticipate issues that may arise throughout the planning and engagement process. This allows us to thoughtfully address political, environmental, social, and design challenges and opportunities in real time to better serve your needs and deliver the highest quality product.

Task 5.1. Project Management

Design Workshop's project manager and principal-in-charge will work closely with city staff and project manager to track project progress and keep a tight rein on the project budget and schedule. To aid in a thorough but streamlined experience, we have developed a project management toolkit that address key components such as client vision, critical success factors, stakeholder engagement plan, a quality assurance plan, communications plan, and key milestones and deliverables. We will review these as part of an overall Strategic Kick-Off (SKO) Meeting and Task 1.1.

Task 5.2 Bi-weekly Calls and Monthly Reporting

Every phase will involve project management from the project team. Design Workshop strives to ensure quality through clear communication and dialogue with our clients and amongst our team. To facilitate efficient

communication, we are anticipating time for monthly or bi-weekly (every two weeks) virtual progress meetings with the city project manager. The specific schedule will be determined at the SKO described in Task 1.1.

Task 5.3 Materials for Briefing Presentation

Throughout the process, we anticipate updates to the City Council and City Green Team on project progress. Three presentations at the completion of each phase of work will ensure the project is progressing appropriately and to provide the opportunity to provide key direction. Design Workshop will prepare presentations and talking points to present at 1 meeting for each of the major project milestones. Anticipated Meetings area as follows:

- Initiate and Describe: Existing Conditions
- Evaluate & Target: Plan Elements, Strategies and Actions
- Draft Document and Implementation Steps

Phase 5 Deliverables:

- Project Management Plans (PMP), including detailed project work plan and schedule, Client Vision and Critical Success Factors (CSFs), Roles and Responsibilities, Internal and External Communications Plan, Risk Management Plan, and Quality Management Plan.
- Bi-weekly calls with City's Project Manager, including meeting agendas, and notes with action items (16 1-hour Calls)
- Percentage complete project report by task and monthly invoices (10 Total)
- Meeting materials and presentations for Briefing Presentations (3 Total)

Schedule

	Month	1	2	3	4	5	6	7	8	9	10	11	12
Phase 1: Project Understanding													
Task 1.1 Strategic Kick Off		○											
Task 1.2 Existing Document Review													
Task 1.3 Public Engagement And Communication Plan													
Phase 2: Initiative & Describe													
Task 2.1 Stakeholder Conservations: Listen & Learn				○									
Task 2.2 Internal and External Working Groups													
Task 2.3 Baseline Assessment													
Task 2.4 Benchmarking													
Task 2.5 Community Conservation: Listen & Learn					○								
Task 2.6 Current Conditions Snapshot													
Phase 3: Evaluate & Target													
Task 3.1 Plan Framework													
Task 3.2 Draft Strategies and Performance Measures													
Task 3.3 Stakeholder Conservations: Feedback & Refinement								○					
Phase 4: Prioritize, Implement & Communicate													
Task 4.1 Draft Plan (70%)													
Task 4.2 Implementation Workshop													
Task 4.3 Action Steps to Implementation													
Task 4.4 Final Plan (95% and Final)													
Task 4.5 Project Launch													
Phase 5: Project Management													
Task 5.1 Project Management													
Task 5.2 Bi-weekly Calls and Monthly Reporting		○	○	○	○	○	○	○	○	○	○	○	○
Task 5.3 Materials for Briefing Presentation													

○ Meetings



SAN GABRIEL MOUNTAINS

Santa Ana winds

I-10

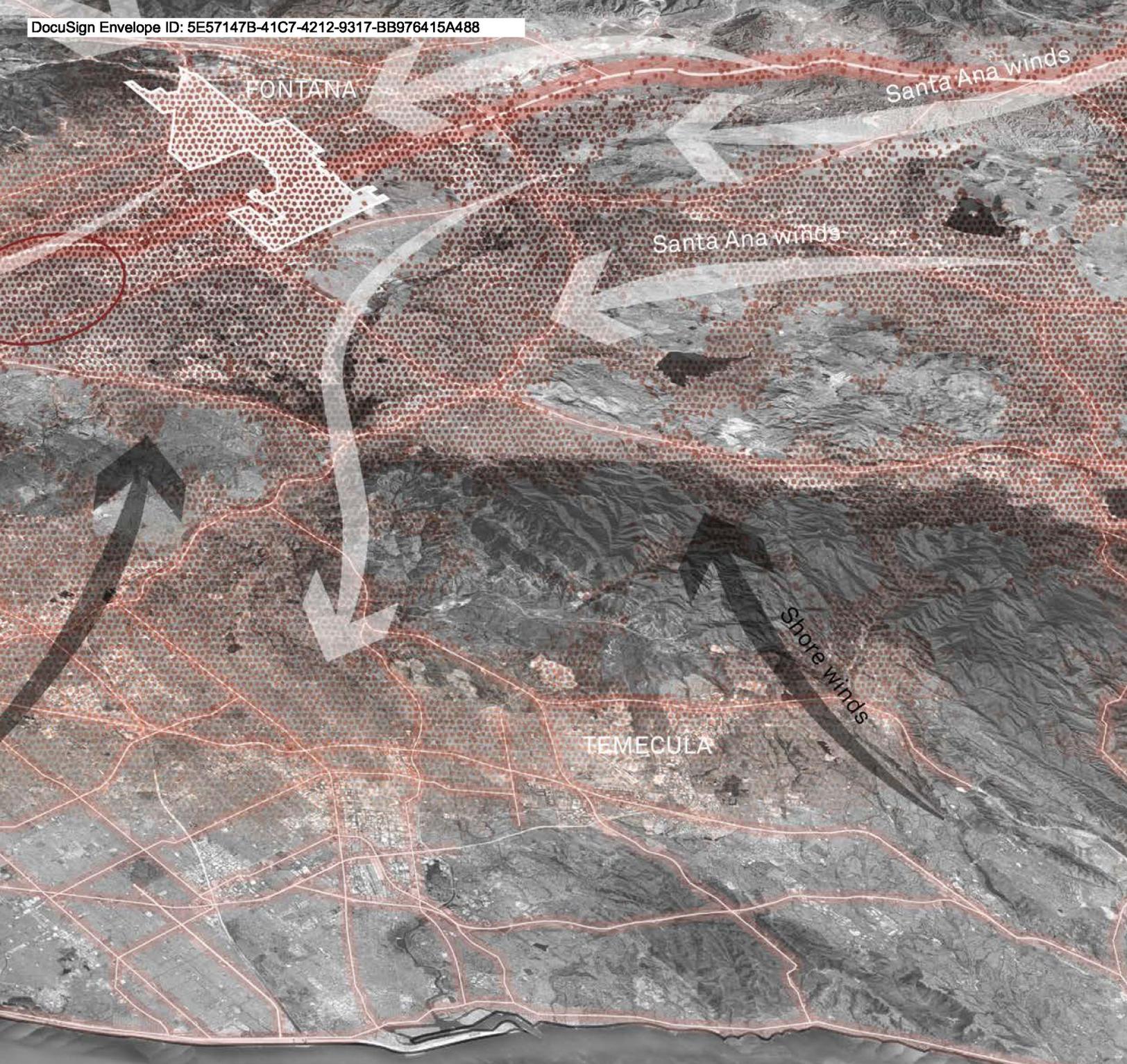
LOS ANGELES

SANTA ANA

Shore winds

Shore winds

LONG BEACH



FONTANA

Santa Ana winds

Santa Ana winds

Shore winds

TEMECULA

PACIFIC OCEAN

REFERENCES, SOLICITATION RESPONSE FORM, & **FEE PROPOSAL**



Industrial C

References, Solicitation Response Form, & Fee Proposal

References

Design Workshop

Greg Moberg

Mesa County

Director of Community
Development

greg.moberg@mesacounty.us
970.244.1650

Project: Mesa County Master Plan

Services Provided: Master
Planning, Community Engagement,
Environmental Analysis,
Scenario Planning

Nancy Monteith

Salt Lake City Corporation

Public Lands Project Manager

nancy.monteith@slc.gov
801.535.6234

Project: Salt Lake City Public Lands
Master Plan

Services Provided: Master
Planning, Public Engagement,
Public Policy Planning, GIS Analysis,
Document Creation, Project
Branding, Website

Hannah Salzl

City of Provo

Sustainability Coordinator/Planner

hsalzl@provo.org
801.852.6423

Project: Provo Conservation and
Resilience Plan

Services Provided: Sustainability
Planning, Public Facilitation,
Comprehensive Planning,
Documentation Creation

Spirit Environmental

Lisa Knoblauch

City of Longmont

Sustainability Program Manager

lisa.knoblauch@longmontcolorado.gov
303.651.8403

Project: Longmont Sustainability Plan

Services Provided: Sustainability
Planning, Environmental Planning,
Comprehensive Planning

**SECTION 7.0: SOLICITATION RESPONSE FORM
RFP-5199-23-DD**

“Development of a Resiliency and Sustainability Plan for the City of Grand Junction”
Offeror must submit entire Form completed, dated, and signed.

1) **Lump Sum Pricing:** \$ 170,690

LUMP SUM WRITTEN: One Hundred Seventy Thousand Six Hundred and Ninety **Dollars.**

The Owner reserves the right to accept any portion of the Services to be performed at its discretion. Depending on budget, Task 1, or any other component for that matter, may only be performed at this point in time.

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 Consultant 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 Consultant to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies it is 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. 98-03544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of 0 percent of the net dollar will be offered to the Owner if the invoice is paid within N/A days after the receipt of the invoice. *DW does not offer payment discounts*

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents. State number of Addenda received: 4.

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

Design Workshop, Inc.

 Company Name – (Typed or Printed)


 Authorized Agent Signature
 120 East Main Street, Suite 100

 Address of Offeror
 Aspen, CO 81611

 City, State, and Zip Code

Anna Laybourn

 Authorized Agent – (Typed or Printed)
 970.399.1408

 Phone Number
 alaybourn@designworkshop.com

 E-mail Address of Agent
 3/29/2023

 Date

References, Solicitation Response Form, & Fee Proposal

The undersigned Offeror proposes to subcontract the following portion of Services:

<u>Name & address of Sub-Contractor</u>	<u>Description of Service to be performed</u>	<u>% of Contract</u>
Spirit Environmental 1536 Wynkoop Street, Suite B200 Denver, CO 80202	Sustainability Expert, Data Collection, Data Analysis, Data Documentation	36%
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned Offeror acknowledges the right of the City to reject any and all Offers submitted and to waive informalities and irregularities therein in the City's sole discretion.

By submission of the Proposal, each Offeror certifies, and in the case of a joint Offer each party thereto certifies as to its own organization, that this Offer has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to this Offer with any other Offeror or with any competitor.

DESCRIPTIONS (Continued from Page 1)

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

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

RE: Development of A resiliency and Sustainability Plan for the City of Grand Junction
Additional Insured: The Grand Junction, its Elected and Appointed Officials, Employees

BUSINESS LIABILITY COVERAGE FORM

**QUICK REFERENCE
BUSINESS LIABILITY COVERAGE FORM
READ YOUR POLICY CAREFULLY**

BUSINESS LIABILITY COVERAGE FORM	Beginning on Page
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BUSINESS LIABILITY COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

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

Other words and phrases that appear in quotation marks have special meaning. Refer to Section G. - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section D. - Liability And Medical Expenses Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

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

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (b) The "bodily injury" or "property damage" occurs during the policy period; and

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

- (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

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

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

BUSINESS LIABILITY COVERAGE FORM

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- e. **Incidental Medical Malpractice**
- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
 - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
 - (b) You are not engaged in the business or occupation of providing such services.
 - (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:
- (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

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

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

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

- a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:
- (1) All expenses we incur.
 - (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
 - (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - (5) All costs taxed against the insured in the "suit".
 - (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the limits of insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph 1.b.(b) of Section B. – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

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

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

BUSINESS LIABILITY COVERAGE FORM

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
- (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

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

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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

f. Pollution

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of 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 effects of, "pollutants".
- However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

BUSINESS LIABILITY COVERAGE FORM

g. Aircraft, Auto Or Watercraft

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

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

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

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

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

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

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Services in the practice of pharmacy; and
- (11) Computer consulting, design or programming services, including web site design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

k. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section D. - Limits Of Insurance.

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

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

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

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

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

l. Damage To Your Product

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

m. Damage To Your Work

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

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

n. Damage To Impaired Property Or Property Not Physically Injured

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

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

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

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o. Recall Of Products, Work Or Impaired Property

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

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

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

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

- (8) Arising out of an offense committed by an insured whose business is:
 - (a) Advertising, broadcasting, publishing or telecasting;
 - (b) Designing or determining content of web sites for others; or
 - (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. under the definition of "personal and advertising injury" in Section G. – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

- (12) Arising out of:
 - (a) An "advertisement" for others on your web site;
 - (b) Placing a link to a web site of others on your web site;
 - (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
 - (d) Computer code, software or programming used to enable:
 - (i) Your web site; or
 - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

- (13) Arising out of a violation of any anti-trust law;
- (14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
- (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

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

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:

- (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section D. - Liability And Medical Expenses Limits Of Insurance.

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2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

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

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

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contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to 2.a. or 2.b. above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

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

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

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This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

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

5. Separation Of Insureds

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

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

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

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

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

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

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

c. Method Of Sharing

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision – Permits

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- b. The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) This insurance does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.

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This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations for the additional insured(s); or
- (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

- 7. "Electronic data" means information, facts or programs:
 - a. Stored as or on;
 - b. Created or used on; or
 - c. Transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- 8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section D. – Liability and Medical Expenses Limits of Insurance.
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

BUSINESS LIABILITY COVERAGE FORM

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
- (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written or electronic publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
- 18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.**
- 19. "Products-completed operations hazard";**
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 20. "Property damage" means:**
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
- 21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:**
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.**
- 23. "Volunteer worker" means a person who:**
- a. Is not your "employee";

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- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NON-OWNED AUTO

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

This coverage is subject to all provisions in the **BUSINESS LIABILITY COVERAGE FORM** not expressly modified herein:

A. Amended Coverage:

Coverage is extended to "bodily injury" and "property damage" arising out of the use of a "hired auto" and "non-owned auto".

B. Paragraph B. EXCLUSIONS is amended as follows:

1. Exclusion **g. Aircraft, Auto or Watercraft** does not apply to a "hired auto" or a "non-owned auto".

2. Exclusion **e. Employers Liability** does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract".

3. Exclusion **f. Pollution** is replaced by the following:

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured"; or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto".

b. Before the "pollutants" or any property in which the "pollutants" are contained are

moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive, or dispose of such "pollutants"; and

(2) The "bodily injury" and "property damage" does not arise out of the operation of any equipment listed in paragraphs **15.b.** and **15.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage as a result of the maintenance or use of a covered "auto".
4. With respect to this coverage, the following additional exclusions apply:
- a. **Fellow employee**
- Coverage does not apply to "bodily injury" to any fellow "employee" of the "insured" arising out of the operation of an "auto" owned by the "insured" in the course of the fellow "employee's" employment.
- b. **Care, custody or control**
- Coverage does not apply to "property damage" involving property owned or transported by the "insured" or in the "insured's" care, custody or control.
- C. With respect to "hired auto" and "non-owned auto" coverage, Paragraph C. **WHO IS AN INSURED** is deleted and replaced by the following:
- The following are "insureds":
- a. You.
- b. Your "employee" while using with your permission:
- (1) An "auto" you hire or borrow; or
- (2) An "auto" you don't own, hire or borrow in your business or personal affairs; or
- (3) An "auto" hired or rented by your "employee" on your behalf and at your direction.
- c. Anyone else while using a "hired auto" or "non-owned auto" with your permission except:
- (1) The owner or anyone else from whom you hire or borrow an "auto".
- (2) Someone using an auto while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (3) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from an "auto".
- (4) A partner (if you are a partnership), or a member (if you are a limited liability

company) for an "auto" owned by him or her or a member of his or her household.

- d. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

- D. With respect to the operation of a "hired auto" and "non-owned auto", the following additional conditions apply:

1. OTHER INSURANCE

- a. Except for any liability assumed under an "insured contract" the insurance provided by this Coverage Form is excess over any other collectible insurance.

However, if your business is the selling, servicing, repairing, parking or storage of "autos", the insurance provided by this endorsement is primary when covered "bodily injury" or "property damage" arises out of the operation of a customer's "auto" by you or your "employee".

- b. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

2. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

If the Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

- E. The following definitions are added:

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS:

1. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow from any of your "employees", your partners (if you are a partnership), members (if you are a limited liability company),

or your "executive officers" or members of their households.

This does not include a long-term leased "auto" that you insure as an owned "auto" under any other auto liability insurance policy or a temporary substitute for an "auto" you own that is out of service because of its breakdown, repair, servicing or destruction.

2. "Non-owned auto " means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes:
 - a. "Autos" owned by your "employees" your partners (if you are a partnership), members (if you are a limited liability company), or your "executive officers", or members of their households, but only while used in your business or your personal affairs.
 - b. Customer's "auto" that is in your care, custody or control for service.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WORKERS' COMPENSATION BROAD FORM ENDORSEMENT
EXTENDED OPTIONS**

Policy Number:

Endorsement Number:

Effective Date:

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address:

Section I of this endorsement expands coverage provided under WC 00 00 00.

Section II of this endorsement provides additional coverage usually only provided by endorsement.

Section III of this endorsement is a Schedule of Covered States.

You may use the index to locate these coverage features quickly:

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SECTION I

PARTS ONE and TWO

1. WE WILL ALSO PAY

D. **We Will Also Pay** of Part One (WORKERS' COMPENSATION INSURANCE); and

E. **We Will Also Pay** of Part Two (EMPLOYERS' LIABILITY INSURANCE) is replaced by the following:

We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. reasonable expenses incurred at our request, **INCLUDING** loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this law; and
5. expenses we incur.

PART THREE

2. How This Insurance Applies

Paragraph 4. of A. **How This Insurance Applies** of Part 3 (Other States Insurance) is replaced by the following:

4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within **sixty** days.

PART SIX

3. Transfer Of Your Rights and Duties

C. **Transfer Of Your Rights and Duties of Part 6** (Conditions) is replaced by the following:

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within **sixty** days after your death, we will cover your legal representative as insured.

4. Liberalization

If we adopt a change in this form that would broaden the coverage of this form without extra charge, the broader coverage will apply to this policy. It will apply when the change becomes effective in your state.

SECTION II

VOLUNTARY COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE

5. Voluntary Compensation Insurance

A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by any officer or employee not subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page.
2. The bodily injury must arise out of and in the course of employment or incidental to work in a state shown in Item 3.A. of the Information Page.

3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen, or otherwise legal resident, and legally employed, in the United States or Canada and temporarily away from those places.

4. Bodily injury by accident must occur during the policy period.

5. Bodily injury by disease must be caused or aggravated by the conditions of the

officer's or employee's employment. The officer's or employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay an amount equal to the benefits that would be required of you as if you and your employees were subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page. We will pay those amounts to the persons who would be entitled to them under the law.

C. Exclusion

This insurance does not cover:

1. any obligation imposed by workers' compensation or occupational disease law or any similar law.
2. bodily injury intentionally caused or aggravated by you.
3. officers or employees who have elected not to be subject to the state workers' compensation law.
4. partners or sole proprietors not covered under the Standard Sole Proprietors, Partners, Officers and Others Coverage Endorsement.

D. Before We Pay

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it.

If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

F. Employers' Liability Insurance

Part Two (Employers' Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment was shown in Item 3.A. of the Information Page.

This provision 5. does not apply in New Jersey or Wisconsin.

EMPLOYERS' LIABILITY STOP GAP COVERAGE

6. Employers' Liability Stop Gap Coverage

- A. This coverage only applies in Montana, North Dakota, Ohio, Washington, West Virginia and Wyoming.
- B. Part One (Workers' Compensation Insurance) does not apply to work in states shown in Paragraph A above.
- C. Part Two (Employers' Liability Insurance) applies in the states, shown in Paragraph A., as though they were shown in Item 3.A. of the Information Page.
- D. Part Two, Section C. **Exclusions** is changed by adding these exclusions.

This insurance does not cover;

5. bodily injury intentionally caused or aggravated by you or in Ohio bodily injury resulting from an act which is determined by an Ohio court of law to have been committed by you with the belief that an injury is substantially certain to occur. However, the cost of defending such claims or suits in Ohio is covered.
 13. bodily injury sustained by any member of the flying crew of any aircraft.
 14. any claim for bodily injury with respect to which you are deprived of any defense or defenses or are otherwise subject to penalty because of default in premium under the provisions of the workers' compensation law or laws of a state shown in Paragraph A.
- E. This insurance applies to damages for which you are liable under West Virginia Code Annot. S 23-4-2.

EXTENDED OPTIONS

1. Employers' Liability Insurance

Item 3.B. of the Information Page is replaced by the following:

B. Employers' Liability Insurance:

1. **Part Two** of the policy applies to work in each state listed in Item 3.A.

The Limits of Liability under Part Two are the higher of:

Bodily Injury by Accident	\$500,000	Each Accident
Bodily Injury by Disease	\$500,000	Policy Limit
Bodily Injury by Disease	\$500,000	Each Employee

OR

2. The amount shown in the Information Page.

This provision 1 of **EXTENDED OPTIONS** does not apply in New York because the Limits Of Our Liability are unlimited.

In this provision the limits are changed from **\$500,000** to **\$1,000,000** in California.

2. Unintentional Failure to Disclose Hazards

If you unintentionally should fail to disclose all existing hazards at the inception date of your policy, we shall not deny coverage under this policy because of such failure.

3. Waiver of Our Right To Recover From Others

- A. We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the agreement.

- B. This provision 3. does not apply in the states of Pennsylvania and Utah.

4. Foreign Voluntary Compensation and Employers' Liability Reimbursement

A. How This Reimbursement Applies

This reimbursement provision applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an officer or employee.
2. The bodily injury must occur in the course of employment necessary or incidental to work in a country not listed in Exclusion C.1. of this provision.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The officer or employee's last exposure to those conditions of your employment must occur during the policy period.

B. We Will Reimburse

We will reimburse you for all amounts paid by you whether such amounts are:

1. voluntary payments for the benefits that would be required of you if you and your officers or employees were subject to any workers' compensation law of the state of hire of the individual employee.
2. sums to which Part Two (Employers' Liability Insurance) would apply if the Country of Employment were shown in Item 3.A. of the Information Page.

C. Exclusions

This insurance does not cover:

1. any occurrences in the United States, Canada, and any country or jurisdiction which is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America in effect as of the inception date of this policy.
2. any obligation imposed by a workers' compensation or occupational disease law, or similar law.
3. bodily injury intentionally caused or aggravated by you.

4. liability for any consequence, whether direct or indirect, of war, invasion, act of Foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power. No endorsement now or subsequently attached to this policy shall be construed as overriding or waiving this limitation unless specific reference is made thereto.

D. Before We Pay

Before we reimburse you for the benefits to the persons entitled to them, you must have them:

1. release you and us, in writing, of all responsibility for the injury or death,
2. transfer to us their right to recover from others who may be responsible for their injury or death,
3. cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits paid fail to do these things, our duty to reimburse ends at once. If they claim damages from us for the injury or death, our duty to reimburse ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we reimbursed. We will pay the balance to the persons entitled to it. If persons entitled to the benefits make a recovery from others, they must repay us for the amounts that we have reimbursed you.

F. Reimbursement for Actual Loss Sustained

This endorsement provides only for reimbursement for the loss you actually sustain. In order for you to recover loss or expenses under this reimbursement you must:

1. actually sustain and pay the loss or expense in money after trial, or
2. secure our consent for the payment of the loss or expense.

G. Repatriation

Our reimbursement includes the additional expenses of repatriation to the United States

of America necessarily incurred as a direct result of bodily injury.

Our reimbursement shall be limited as follows:

1. to the amount by which such expenses exceed the normal cost of returning the officer or employee if in good health, or
2. in the event of death, to the amount by which such expenses exceed the normal cost of returning the officer or employee if alive and in good health.

In no event shall our reimbursement exceed the bodily injury by accident limit shown in Item 3.B. of the Information Page as respects any one such officer or employee whether dead or alive.

H. Endemic Disease

The word "disease" includes any endemic diseases.

The coverage applies as if endemic diseases were included in the provisions of the workers' compensation law.

5. Longshore and Harbor Workers' Compensation Act Coverage

General Section C. Workers' Compensation Law is replaced by the following:

C. Workers' Compensation Law

Workers' Compensation Law means the workers or workers' compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workers' compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers' Liability Insurance), C. Exclusions, exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This coverage does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

SECTION III

1. SCHEDULE OF COVERED STATES

A. This endorsement only applies in the states listed in this Schedule of Covered States.

B. If a state, shown in Item 3.A. of the Information Page, approves this endorsement after the effective date of this policy, this endorsement will apply to this policy. The coverage will apply in the new state on the effective date of the state approval.

C. Schedule of Covered States:

CO

Countersigned by _____
Authorized Representative