



CITY OF GRAND JUNCTION, COLORADO

\*\*\*\*\*

CONTRACT

This CONTRACT was made and entered into this 6<sup>th</sup> day of June 2024, by and between the City of Grand Junction, Colorado, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and River City Consultants, Inc. hereinafter in the Contract Documents referred to as the "Firm."

WITNESSETH:

WHEREAS the Owner advertised that sealed Proposals would be received for furnishing all labor, materials, equipment, and professional skills necessary to produce the requirements of the Contract Documents known as the Design of Sewer Improvement Districts RFP-5425-24-KF.

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 following Contract Documents.

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

ARTICLE 1

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

The order of contract document governance shall be as follows:

- a. The body of this Contract Agreement;
- b. Solicitation Documents for the Project including all Addenda: Design of Sewer Improvement Districts RFP-5346-24-KF;
- c. Firm's Response to the Solicitation;
- d. Service Change Requests (directing changed Services to be performed);
- e. Change Orders;
- f. Amendments.

## ARTICLE 2

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

## ARTICLE 3

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

## ARTICLE 4

Contract Price and Payment Procedures: The Firm shall accept as full and complete compensation for the performance and completion of all of the Services specified in the Contract Documents, the rate amounts as stated in the Firm's submitted proposal. If this Contract contains unit price pay items, the Contract price shall be adjusted by the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. The Contract Price shall not be modified except by Amendment or another written directive of the Owner. The Owner shall not issue an Amendment or other written directive that requires additional Services to be performed, which Services cause the aggregate amount payable under this Contract to exceed the amount appropriated for this Work, unless and until the Owner provides the Firm written assurance that lawful appropriations to cover the costs of the additional work have been made.

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

## 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 of 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 money 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 on 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.  
9F789E7D30F14BC...  
Duane Hoff Jr., Contract Administrator

6/7/2024  
Date

**River City Consultants, Inc.**

DocuSigned by:  
By: Jeffrey W Mace  
5933BE9D9B3F4DA...  
Jeffrey W. Mace, President

6/6/2024  
Date



## **Request for Proposal RFP-5425-24-KF**

### **Design of Sewer Improvement Districts**

#### **RESPONSES DUE:**

April 30, 2024, before 1:00 p.m. (Mountain Time)

**Accepting Electronic Responses Only**

**Submitted Through the**

**Rocky Mountain E-Purchasing System (RMEPS)**

**<https://www.bidnetdirect.com/colorado/city-of-grand-junction>**

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

***NOTE: All City solicitation openings will be held virtually,  
information is in Section 1.8.***

#### **Purchasing Agent:**

Kathleen Franklin

**[kathleenf@gjcity.org](mailto:kathleenf@gjcity.org)**

970-244-1513



# **REQUEST FOR PROPOSAL**

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## REQUEST FOR PROPOSAL

### **Section 1.0: Administrative Information & Conditions for Submittal**

- 1.1. Americans with Disability Act (ADA) Compliance Mandate:** Following HB21-1110, all documents produced and submitted in response to this solicitation must adhere to the provisions outlined in §§24-85-101, C.R.S., and subsequent sections, as well as the Accessibility Standards for Individuals with a Disability, as established by the Office of Information Technology under section §24-85-103 (2.5), C.R.S. Additionally, all documents must align with the State of Colorado's technology standards related to accessibility, including Level A.A. conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG) as integrated within the State of Colorado's technology standards.
- 1.2. Required Review:** The Offeror is responsible for thoroughly reviewing all solicitation documentation to gain a comprehensive understanding of the scope, specifications, project requirements, and all associated rules, regulations, laws, conditions, instructions, and procurement policies related to the solicitation process and the Project or Work outlined in this Request for Proposal.
- 1.3. Issuing Office:** The Request for Proposal (RFP) is issued by the City of Grand Junction (City). The Purchasing Agent responsible for the conduct of this procurement is:  
  
Kathleen Franklin  
[kathleenf@gjcity.org](mailto:kathleenf@gjcity.org)  
  
Except for pre-bid or site visit meeting(s) all inquiries, concerns, clarifications, or communication about this solicitation, including process, specifications, and project scope, must be in writing to the Purchasing Agent. Other communication may result in disqualification.
- 1.4. Purpose:** The City is requesting proposals from qualified professional civil engineering Firms to provide services on an 'as-needed' basis for the survey and/or design of Sewer Improvement Districts. Services shall include but are not limited to stamped survey, base map, initial design, final design, construction documents, and engineer's estimate. Services shall be provided under the terms and conditions of this RFP.
- 1.5. The Owner:** The City is the "Owner" which will act by and through its authorized representative(s); "Owner" or "City" may be used interchangeably throughout this Solicitation.
- 1.6. Compliance:** All Offerors, by submitting a proposal, commit to adhere to all conditions, requirements, and instructions in this RFP as stated or implied herein or modified by addenda. Should the Owner omit anything necessary to the clear understanding of the requirements, or should it appear that various instructions conflict, the Offeror(s) shall secure instructions from the Purchasing Agent before the submittal deadline.

- 1.7. Procurement Process:** The 2023 version of the City [Procurement Policy](#) applies to this Solicitation.
- 1.8. Submission:** See section 5.0 of this Solicitation for Preparation and Submittal Terms. Proposals shall be formatted as directed in Section 5. Proposals that fail to follow the format may be found non-responsive. To participate in the solicitation opening, please utilize the following information and link:

**Solicitation Opening, Design of Sewer Improvement Districts, RFP-5425-24-KF  
April 30, 2024, 1:00 – 1:30 PM (America/Denver)**

**Please join the meeting from a computer, tablet, or smartphone.**

<https://meet.goto.com/975459445>

**Dial in using a phone.**

Access Code: 975-459-445

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

**Join from a video-conferencing room or system.**

Meeting ID: 975-459-445

Dial in or type: 67.217.95.2 or [inroomlink.goto.com](https://inroomlink.goto.com)

Or dial directly: 975459445@67.217.95.2 or 67.217.95.2##975459445

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

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

- 1.9. Public Disclosure:** Under the Colorado Open Records Act (CORA), all information within any bid or proposal is subject to public disclosure. Upon the issuance of an award, both the solicitation file and the proposal(s) contained therein are subject to a [CORA request](#). In instances of Solicitation or Project cancellation, public disclosure is contingent upon adherence to pertinent laws.
- 1.10. Altering Proposals:** Any alterations made before the opening date and time must be initiated by the Offeror. Proposals may not be altered or amended after the submission deadline.
- 1.11. Withdraw of Proposals:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline date, and only before award.
- 1.12. Acceptance of Proposal Content:** The Proposal selected by the Owner shall become a part of the Contract Documents. Failure of the successful Offeror to accept the obligations in the Contract shall result in cancellation of the award and such Offeror 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” or “Firm.”
- 1.13. Addendum:** Official response to questions, interpretations, corrections, and changes to this solicitation or extensions to the opening/receipt date will be made by the Purchasing Agent by a written Addendum to the solicitation. The sole authority to

authorize addenda shall be vested in the Purchasing Division. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at <https://www.bidnetdirect.com/colorado/city-of-grand-junction>. An Offeror(s) must acknowledge receipt of all addenda in the proposals.

- 1.14. Exceptions and Substitutions:** All proposals meeting the intent of this RFP will 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, the Offeror must state any exception(s) in the section to which the exception(s) pertain(s). Exception/substitution, if accepted, must meet, or exceed the stated intent and/or specification(s). The absence of stated exception(s) indicates that the Offeror has not taken exception(s), and if awarded a Contract, shall hold the Offeror responsible for performing in strict accordance with the Contract Documents.
- 1.15. Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after the 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 identified with the words **"Confidential Disclosure"** and uploaded as a separate document may establish the information as confidential or proprietary. Any material the Offeror intends to be treated as confidential or proprietary in nature must include a written explanation for the request. Consistent with the Colorado Open Records Act (CORA), the request shall be reviewed and decided by the Owner. If denied, the Offeror will 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.
- 1.16. 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 in the materials marked as "Confidential Material." Disqualification of a proposal does not eliminate the City's right.
- 1.17. Minimal Standards for Responsible Prospective Offerors:** The Offeror must affirmatively demonstrate its responsibility. A prospective Offeror must meet the following minimum requirements:
- Have adequate financial resources or the ability to obtain such resources as required.
  - Be able to comply with the required or proposed schedule.
  - Have a satisfactory record of performance of projects of similar scope and size.
  - 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.

- 1.18. Sales Tax:** The Owner is exempt from State, County, and Municipal Taxes and Federal Excise Tax; therefore, all fees shall not include taxes.
- 1.19. Public Opening:** The opening of the Proposal(s) shall be conducted publicly in a virtual meeting following the proposal deadline. Offerors, representatives, and interested persons may be present. Proposals shall be received and acknowledged to maintain transparency in the process. As per the nature of an RFP, only the company name(s) and the business location of the proposing Offeror(s) 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/the Contract Documents. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's requirements. Failure to do so may be deemed a waiver of any right(s) to subsequently modify the term(s) of performance, except as specified in the RFP. 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 before a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Document(s) shall be signed by the Owner and the Firm. By executing the Contract, the Firm represents that it has familiarized itself with the conditions under which the Services are 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 Contract Documents intend 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 contained herein.
- 2.3. Permits, Fees, & Notices:** The Firm shall secure and pay for all permits, governmental fees, and licenses necessary for the proper execution and completion of the Services. The Firm shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority, including the City, bearing on the performance of the Service(s). If the Firm observes that any of the Contract Documents are at variance in any respect, it shall promptly notify the Purchasing Agent in writing, and necessary changes will be made to reconcile the variation as determined to be in the best interest of the City. If the Firm performs any Services knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Owner, 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 Firm shall be responsible to the Owner for the acts and omissions of all its employees and all other persons performing any of the Service(s) under the Contract.
- 2.5. Payment & Completion:** The Contract Sum as stated in the Contract is the total amount payable by the Owner to the Firm for the performance of the Service(s) under the Contract. Upon receipt of written notice that the deliverable(s) is ready for final inspection and acceptance and upon receipt of the payment application, the Owner's Project Manager will promptly make such inspection and, when the Owner finds the Service(s) acceptable under the Contract and the Contract fully completed, the Owner shall make payment in the manner provided in the Contract Document(s). Partial payments will be based upon estimates prepared by the Firm of the value of Service(s) performed following the Contract Documents. The Service(s) performed by the Firm shall follow generally accepted professional practices and the level of competency presently maintained by other practicing professional Firms in the same or similar type of Service(s) in the community. The Service(s) to be performed by the Firm hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.
- 2.6. Protection of Persons and Property:** The Firm shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect it from damage, injury, or loss. The Firm shall erect and maintain, as required by existing safeguards for safety and protection, all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations, and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Firm in the execution of the services, or in consequence of the non-execution thereof by the Firm, they shall restore, at their own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury acceptably.
- 2.7. Changes in the Services:** The Owner, without invalidating the Contract, may order changes in the Services within the general scope of the Contract consisting of additions, deletions, or other revisions. All such changes in the Services shall be authorized by Change Order/Amendment and shall be executed under the applicable conditions of the Contract. A Change Order/Amendment is a written order to the Firm 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.
- 2.8. Minor Changes in the Services:** The Owner shall have the 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.
- 2.9. Correction of Services:** The Firm shall promptly correct all Services found by the Owner as defective or as failing to conform to the Contract. The Firm shall bear all costs of correcting such rejected Services, including the cost of the Owner's additional Services thereby made necessary. The Owner shall give such notice promptly after discovery of the 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 without cost to the Owner.

- 2.10. Acceptance Not Waiver:** The Owner's acceptance of or approval of Service(s) furnished hereunder shall not in any way relieve the Firm of its 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 right(s) under the Contract, or of any cause of action arising out of performance under this Contract.
- 2.11. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the Contract. All amendments to the Contract shall be made in writing by the City Contract Administrator.
- 2.12. Assignment:** The Firm 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.
- 2.13. Compliance with Laws:** Proposals must comply with all Federal, State, County, and local laws governing the Services and the fulfillment of the Service(s) for and on behalf of the public. The Firm hereby warrants that it is qualified to assume the responsibilities and render the Services described herein and has all requisite corporate authority, skills, credentials, experience, and professional licenses in good standing as required by law.
- 2.14. Debarment/Suspension:** The Firm hereby certifies that the Firm is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental department or agency.
- 2.15. Confidentiality:** All information disclosed by the Owner to the Offeror and/or the Firm for the Services to be performed or information that comes to the attention of the Firm during the performing of such Services is to be kept strictly confidential.
- 2.16. Conflict of Interest:** No public official and/or Owner employee shall have interest in the Contract resulting from this RFP.
- 2.17. Contract:** This solicitation, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute an enforceable agreement equally binding between the Owner and the Firm. The Contract represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations, or agreements, either written or oral, including the solicitation documents. The Contract may be amended or modified only with Amendment.
- 2.18. Cancellation of Solicitation:** Any solicitation may be canceled by the Owner or any solicitation response by a Firm may be rejected in whole or in part when it is in the best interest of the City.
- 2.19. Contract Termination:** The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Service(s); (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.

**2.20. Employment Discrimination:** During the performance of any Services, the Firm agrees to:

**2.20.1.** 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 Firm. The Firm agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

**2.20.2.** In all solicitations or advertisements for employees placed by or on behalf of the Firm, shall state that such Firm is an Equal Opportunity Employer.

**2.20.3.** Notices, advertisements, and solicitations placed per federal law, rule, or regulation shall be deemed sufficient for meeting the requirements of this section.

**2.21. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Firm certifies that it does not and will not during the performance of the Contract employ personnel without authorization or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or law regulating immigration compliance.

**2.22. Ethics:** The Firm 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.

**2.23. Failure to Deliver:** In the event of failure of the Firm to perform following the Contract, the Owner, after due oral or written notice, may procure Services from other sources and hold the Firm responsible for any costs resulting in the purchase of additional Services and materials necessary to perform the Service(s). This remedy shall be in addition to any other remedies that the Owner may have.

**2.24. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Contract or any part thereof, or the right of the Owner to enforce any provision of the Contract at any time under the terms thereof.

**2.25. Force Majeure:** The Firm shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Firm unless otherwise specified in the Contract.

**2.26. Indemnification:** The Firm shall defend, indemnify, and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all



liability, suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Firm, or of any Firm's agent, employee, subcontractor or supplier in the execution of, or performance under, the Contract which may result from proposal award. The Firm shall pay any judgment with costs which may be obtained by and/or against the Owner arising out of or under the performance or non-performance.

- 2.27. Independent Firm:** The Firm shall be legally considered an independent firm and neither the Firm nor its employees shall, under any circumstances, be considered servants, or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the Contract, payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security, or any other amounts for benefit(s) to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner to its employees.
- 2.28. Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The City reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal before a determination by the City of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.29. Ownership:** All documents, plans, prints, designs, concepts, and work prepared under the Contract, *etc.*, created by the Firm for the Service(s), shall become the property of the Owner. All information furnished by the Owner is and shall remain the Owner's property.
- 2.30. Patents/Copyrights:** The Firm agrees to protect the Owner from any claims involving infringements of patent(s) and/or copyright(s) and/or other intellectual property protection. In no event shall the Owner be liable to the Firm for any claims, damages, awards, and/or costs of defense arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this Solicitation.
- 2.31. Governing Law:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted by, the laws of the City of Grand Junction, Mesa County, Colorado. Any action arising out of or under the Contract shall be in District Court 21<sup>st</sup> Judicial District, Mesa County, Colorado.
- 2.32. Expenses:** Expenses incurred in the preparation, submission, and presentation of a proposal in response to this solicitation are the responsibility of the Firm and shall not be charged to the Owner.
- 2.33. Sovereign Immunity:** The Owner specifically reserves and asserts its rights to sovereign immunity according to Colorado Law.

- 2.34. 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 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 under Colorado law.
- 2.35. Collusion Clause:** Each Offeror, by submitting a proposal, certifies that it is not involved in any collusive action(s) or activity(ies) that may violate applicable federal or state antitrust laws, rules, and/or regulations. Any proposal(s) found to have evidence or reasonable belief of collusion among the Offerors will be rejected. The Owner reserves the right, at its discretion, to accept future proposals for the same service(s) or work from participants identified in such collusion.
- 2.36. Gratuities:** The Firm certifies and agrees that no gratuities or kickbacks were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Firm breaches or violates this warranty, the Owner may, at its discretion, terminate the Contract without liability to the Owner.
- 2.37. 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.
- 2.38. Benefit Claims:** The Owner shall not provide the Firm any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.39. Default:** The Owner reserves the right to terminate the Contract in the event the Firm fails to meet delivery or completion schedules, or otherwise performs under the Contract. Breach of Contract or default authorizes the Owner to purchase like services elsewhere and charge the full cost to the defaulting Firm.
- 2.40. Multiple Offers:** If an Offeror submits more than one proposal, THE ALTERNATE PROPOSAL must be marked "Alternate PROPOSAL". The Owner reserves the right to make the award in the best interest of the Owner.
- 2.41. 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 Firms. All participating entities will be required to abide by the specifications, terms, conditions, and prices 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 offices or use its purchasing cards 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 “piggyback” on the solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate its specific delivery and invoicing instructions.

## **2.42. Definitions:**

- 2.42.1.** “City” or “Owner” is the City of Grand Junction, Colorado, and is referred to throughout the Contract Documents.
- 2.42.2.** “Consultant” or “Firm” is the person, organization, entity, or consultant identified as such in the proposal and is referred to throughout the Contract. The term Firm means the Firm or its authorized representative(s).
- 2.42.3.** “Deliverable” refers to any tangible or intangible work product, report, document, presentation, or other output produced by the Consultant as part of the Service(s). All deliverables must comply with the Americans with Disabilities Act (ADA) and HB21-1110, which mandates adherence to the provisions outlined in §§24-85-101, C.R.S., and subsequent sections, as well as the Accessibility Standards for Individuals with a Disability established by the Office of Information Technology under section §24-85-103(2.5), C.R.S. Additionally, all documents must align with the State of Colorado's technology standards related to accessibility, including Level A.A. conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG) as integrated within the State of Colorado's technology standards.
- 2.42.4.** “Key Personnel” designates the crucial individual(s) from the Firm essential for the successful execution and completion of the Project. The individual(s) will possess specialized skills, knowledge, or experience required for the Project's specific scope of work.
- 2.42.5.** “Offeror” refers to the person(s) legally authorized by the Firm to make an offer and/or submit a response fee proposal in response to the RFP.
- 2.42.6.** “Project” or “Work” refers to the endeavor outlined in this solicitation to create the product, service, or deliverables and outcome.
- 2.42.7.** “Service(s)” includes all labor, materials, equipment, and/or professional skills necessary to produce the requirements of the Contract Documents.
- 2.42.8.** “Subcontractor is a person(s) or organization that has a direct contract with the Firm to perform any of the service(s). The term subcontractor is referred to throughout the Contract and means the subcontractor or its authorized representative.

- 2.43. Public Disclosure Record:** If the Offeror knows its employee(s) or subcontractors 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 Firm agrees to procure and maintain, at its own cost, policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm under the Contract. Such insurance shall be in addition to any other insurance requirements imposed by the Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed under the Contract because it failed to procure or maintain insurance in sufficient amounts, durations, or types.

The Firm shall procure and maintain and, if applicable, shall cause any subcontractor of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurance acceptable to the Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm under 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:** The Firm shall comply with all State of Colorado Regulations concerning Workers' Compensation and other statutory insurances as required.

(b) **Commercial General Liability insurance** with minimum combined single limits of:  
 ONE MILLION DOLLARS (\$1,000,000) for each occurrence and  
 TWO MILLION DOLLARS (\$2,000,000) per job aggregate.

The policy shall apply 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 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) for each occurrence and  
 ONE MILLION DOLLARS (\$1,000,000) aggregate

For each of the Firm's owned, hired, or non-owned vehicles assigned to be used in the performance of the Services/Work.

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

TWO MILLION DOLLARS (\$1,000,000) per claim and  
 TWO MILLION DOLLARS (\$1,000,000) aggregate

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

- 3.2. Additional Insured Endorsement:** The policies required by paragraphs (b), and (c) above shall be endorsed to include the City of Grand Junction, its elected and appointed Officials, employees, and volunteers as Additional Insureds. 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 the Firm. The Firm shall be solely responsible for any deductible losses under any policy required above.

## Section 4.0: Specifications/Scope of Services

- 4.1. General/Background:** In 2000, the City and the County passed a joint resolution establishing the septic system elimination program to provide incentives to property owners to eliminate septic systems. There are still approximately 1,555 septic systems within the Persigo 201 sewer boundary, which defines the area that generates wastewater needing to be transported to the Persigo Wastewater Treatment Plant (WWTP). The City continues to work with residents to improve our collection services by targeting the completion of existing and new Sewer Improvement Districts (SID) by 2041, as recommended in the 2020 Wastewater Basin Study Update, which will provide connections for, approximately, 1,046 septic systems currently in SID. The objective is to provide the best possible service for the community, which includes extending sanitary sewer main lines within the 201 Boundary.

The table below represents the Total Sewer Improvement District Program Budget over the next four years. However, the City anticipates approximately \$760,000.00 of survey and design work for 2024-2027.

Project	2024 Budget	2025 Anticipated	2026 Anticipated	2027 Anticipated
Sewer Improvement Districts	\$800,000	\$1,000,000	\$1,000,000	\$1,000,000

- 4.2. Specifications/Scope of Service:** The City seeks to team with a professional civil engineering firm on an as-needed basis for the survey and design of SID. These services are intended to facilitate the extension of existing sanitary sewer main lines, thereby integrating residences currently reliant on septic systems into the public sanitary sewer infrastructure network. Services are intended to supplement the expertise and capacity of the City Engineering Division and may include land surveying, preliminary design, final design, construction documents, and cost estimating services.

*Project Management and Coordination:*

The City aims to collaborate closely with the selected Consultant to prioritize the tasks outlined in this RFP using available resources and to achieve the desired

project objectives. Continuous and open communication between the City and the Consultant will be essential, with regular updates exchanged to ensure project alignment. Project Work Group Meetings will be scheduled either in person or via virtual conference calls, with participation from the Consultant Project Manager, City Project Manager, and other relevant stakeholders as identified throughout the design process. These meetings will serve as platforms for coordinating work efforts and addressing any outstanding issues or challenges. The agenda of these meetings will encompass Deliverables, Project Schedule, Timeline, and Project Management.

- 4.2.1. Codes:** Firm shall ensure that project design, scope, and specifications meet all Federal, State, County, and City Codes.
- 4.2.2. Project Locations and Limits:** The City currently has four (4) SID in various phases of planning or design and varies in size from serving 9 properties to 94 properties. The potential SID are at various locations throughout the 201-service area that could be inside or outside the city limits.

The first Sewer Improvement District (SID) that the City anticipates awarding to the selected Firm is located along South Redlands Rd and Rosevale Rd that could provide sewer service for up to 105 properties currently on septic systems. This is one of the larger SID anticipated in the near term with a conceptual map included in Attachment A reflecting the area and potential sewer alignments. The timeline of this, and many of the other, SID is largely dependent on the support of the property owners, which may necessitate the formation of this SID in phases.

**4.2.3. Project Resources:**

*Surveying:* The City Engineering Division typically performs land surveying for SID projects; however, it desires to contract survey services for on-call/as-needed assistance with the SID projects identified in 4.2.2. It is anticipated that any survey work will be split on a SID project basis. Survey work that has been or will be performed by the City will be provided to the selected Firm. All survey work, whether conducted by the City or the selected Firm, shall include a licensed Colorado PLS stamped survey, along with base map drawings that are compatible with AutoCAD Civil 3D. Local MCLCS-GV coordinate system and City of Grand Junction survey codes shall be used.

*Right-of-Way:* All Right-of-Way acquisitions will be performed by the City and work will be permitted and performed by the awarded Contractor during the construction phase.

*Geotechnical Investigation:* The Geotechnical Investigation of each Sewer Improvement District will be completed through a consultant contracted separately with the City and will be provided to the design consultant on a per-project basis.

*Engineering Design Services:* The City seeks a Firm that can provide on-call/as-needed professional engineering design services for SID projects. The

Firm must have a licensed Colorado PE and the flexibility to work collaboratively with the City's internal resources on a project-by-project basis.

*Construction Management:* The City expects to perform all construction procurement, inspection, and construction administration services and does not anticipate engaging the engineering Firm to provide construction management services. The Firm may be required to provide consultation and support to the City during construction regarding alternative materials, constructability/unforeseen conditions, and/or design interpretation, intent, fieldwork, change order(s), etc.

**4.2.4. Project Schedule:** The Consultant shall initiate Project activities upon written Notice to Proceed by the City Project Manager.

### **4.3. Special Conditions & Provisions:**

**4.3.1. Fee/Price Proposal:** Pricing for the services shall be all-inclusive, including, but not limited to labor, materials, equipment, travel, design, drawings, documentation, work, shipping/freight, licenses, permits, fees, and any related costs, etc.

Provide a comprehensive rate fee schedule listing all direct charges, potential costs, and associated service fees related to civil engineering services. This list should include a detailed breakdown for employee and subcontractor classification with experience and state hourly rates, and any miscellaneous fees, standard procedures, and flat-rate fees, where applicable, along with a description of the services associated with each cost or fee.

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

All fees and pricing will be subject to negotiation by the Owner.

**4.3.2. Award:** The City retains the discretion to make a single Contract award or, as deemed suitable, designate a primary and a secondary service provider, with a strong emphasis on time adherence and availability throughout the project lifecycles.

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

**4.3.4. 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) any clarification of the Proposal, if applicable, and (4) the City's Purchasing Department's acceptance of the proposal through a "Notice of Award." All Exhibits and Attachments within the RFP are 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 and other laws as applicable.
- 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 Contract Administrator or by a modified Purchase Order/Contract before 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.

**4.3.5. City Project Manager/Administrator:** Project Manager/Administrator: The Project Manager, representing the Owner, will promptly make decisions regarding services proposed or performed by the Firm. The Project Manager is responsible for approving and accepting all services within the performance of the Contract. During the performance of the Contract, all notices, letters, submittals, and other communications directed to the City shall be delivered to

Rachel Wall, Engineering Specialist  
City of Grand Junction, Engineering and Transportation  
244 7<sup>th</sup> St.  
Grand Junction, CO 81501

**4.3.6. Contract Administrator:** The Contract Administrator for the City is Duane Hoff, Jr., reachable at (970) 244-1545. All inquiries, issues, and communications during the Contract period should be directed to:

Duane Hoff, Jr., Contract Administrator  
[duaneh@gjcity.org](mailto:duaneh@gjcity.org)

**4.4. Contract Term:** The Contract will be effective from the date of execution by the Parties, with Services to be provided through December 31, 2024. Upon successful contract performance, the awarded Firm and Owner may mutually agree to renew the Contract for up to three (3) additional one-year periods, subject to the City Council's allocation of the fiscal year funding. Any renewal shall maintain the original Contract terms and conditions and fees/rates.

**4.5. Attached Documents:**

**Appendices**

**Appendix 1 – Preliminary Sewer Outline**

**4.6. RFP Tentative Time Schedule:**

- Request for Proposal available March 29, 2024
- Inquiry deadline, no questions after this date April 19, 2024



- Final Addendum Posted April 23, 2024
- Submittal deadline for proposals April 30, 2024
- Owner evaluation of proposals April 30-May 7, 2024
- Interviews, *if required* May 17, 2024
- Final Selection May 15, 2024
- City Council Approval, *if required* June 5, 2024
- Contract execution June 7, 2024

**4.7. Questions Regarding Scope of Services:**

Kathleen Franklin, Purchasing Agent  
[kathleenf@gjcity.org](mailto:kathleenf@gjcity.org)

## Section 5.0: Preparation and Submittal of Proposals

**Submission:** *Each proposal shall be submitted in electronic format only, adhering to HB21-1110 and only through BidNet Direct Rocky Mountain E-Purchasing System website link: (<https://www.bidnetdirect.com/colorado/city-of-grand-jefferson>). This site offers both “free” and “paying” registration options which allow for full access to the City’s documents and electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.)* Please view the **“Electronic Vendor Registration Guide”** at <https://www.gjcity.org/501/Purchasing-Bids> for details. (Purchasing Agent does not have access or control of the Vendor side of RMEPS. If there are website or other problems that arise during response submission, the Offeror **MUST** contact RMEPS to resolve the issue before the response deadline **800-835-4603**).

To ensure accurate comparison and evaluation, proposals must adhere to the format outlined in Section 5.0 “Preparation and Submittal of Proposals.” The uploaded response to this RFP must be a **single PDF document** containing all necessary information. Offerors must demonstrate interest in this Project, highlight relevant experience, and address its capability to fulfill the Scope of Service(s) stated herein. Proposals must follow the specified formatting from **A** to **H** as required by the Owner for proper comparison and evaluation:

- A. Cover Letter:** A cover letter shall be provided that explains the Offeror’s interest in the Project. The letter shall contain the name/address/phone number/email of the person who will serve as the Offeror’s principal contact person and shall identify individual(s) who will be authorized to make presentations on behalf of the Firm. The statement shall bear the signature of the person having the proper authority to make formal commitments on behalf of the Firm. By submitting a response to this Solicitation, the Offeror agrees to all requirements herein.
- B. Solicitation Response Form:** the Offeror shall complete and submit the attached Solicitation Response Form with the proposal.
- C. Qualifications/Experience/Credentials:** Offeror(s) are required to present its qualifications and demonstrate relevant experience and credentials for consideration as a contract provider to the City. The proposal should highlight a proven track record in successfully managing projects of a similar nature, and consistently meeting deadlines and budgetary constraints. Emphasis should be placed on the ability of the project team to provide highly experienced and qualified key personnel, capable of effectively responding to the demands of the work at hand.
- D. Strategy and Implementation Plan:** The Offeror is expected to provide a detailed description of its understanding of the project, and interpretation of the Owner’s objectives outlined in this RFP. Describe the proposed technical approach and strategy or plan for achieving these objectives. The Offeror has the flexibility to use a written narrative or any other appropriate format to demonstrate its capability to fulfill the Scope of Services. The narrative should present a logical progression of tasks and efforts, commencing with the initial steps or tasks and extending to a complete description of all proposed tasks, demonstrating how the RFP objectives

will be met. Additionally, the proposal should include a quality assurance and performance plan outlining the measures to ensure the delivery of high-quality Deliverables.

- E. References:** Provide a minimum of three (3) government and/or municipal references that can attest to the Firm's experience in projects of similar scope and size. **Include a summary of the project completed with** the client's name, address, point of contact person, telephone number, email address, project dates, project description, original project budget, final project cost, explanation of variation from original budget to final project cost, pictures, *etc.*
- F. Fee/Price Proposal:** Provide a comprehensive rate fee schedule listing all direct charges, potential costs, and associated service fees related to civil engineering services. This list should include a detailed breakdown for employee and subcontractor classification with experience and state hourly rates, and any miscellaneous fees, standard procedures, and flat-rate fees, where applicable, along with a description of the services associated with each cost or fee.
- G. Legal Proceedings/Lawsuits:** Provide a comprehensive overview of any legal proceedings or lawsuits involving the Firm within the last five years, those currently ongoing, or any with pending status. For each instance, describe the underlying reason or cause, as well as the outcome or status. This information will be crucial in assessing the legal background of the Firm.
- H. Additional Data:** Furnish any additional pertinent information that is directly related to the qualifications and capabilities of the Firm. This may include details about specific expertise, innovative technologies, approaches, or any other information that will enhance the evaluation of the Firm's suitability to provide the services outlined in this RFP.

## Section 6.0. Evaluation Criteria and Factors

- 6.1. Overview:** An evaluation committee, appointed by the City, will assess all qualified responses. Proposal(s) will be selected based on the ability to clearly demonstrate the necessary expertise and capability essential for delivering the scope of services. Additionally, the committee will consider the integrity and reliability of the proposals, to ensure the highest degree of confidence in full faith and performance.
- 6.2. Intent:** Only Respondents who meet the qualification criteria will be considered. Therefore, it is imperative the submitted proposal clearly indicates the Offeror's ability to provide the services described herein.
- 6.3. Evaluation Summary:** Proposals will be prioritized based on the criteria, and values described below. The City reserves the right to reject any and all portions of proposals and take into consideration past performance of previous awards and contracts with the Owner of any Offeror, or service provider in determining a final award(s), if any.

### *Evaluation Criteria and Weighted Values shall be worth ninety (90) %*

- **Responsiveness of Submittal to the RFP ten (10) %**  
(The Offeror has submitted a proposal that is fully comprehensive, inclusive, and conforms in all respects to the RFP and all of its requirements, including all forms and substance.)
- **Understanding of the Project and Objectives twenty (20) %**  
(The Offeror's ability to demonstrate a thorough understanding of the City's goals on this specific Service.)
- **Experience thirty (30) %**  
(Offeror's proven proficiency in the successful completion of similar projects.)
- **Strategy & Implementation thirty (30) %**  
(Offeror has provided a clear interpretation of the City's objectives regarding the required Services, 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 ten (10) %*

- **Fees ten (10) %**  
(All fees associated with the Services are provided and are complete and comprehensive.)

- 6.4. Shortlisting Offerors:** The City expects to follow the process below to shortlist proposals. The City reserves the right to modify this process if it is in the best interest of the City.
- All proposals will be reviewed for compliance with mandatory requirements as outlined in this RFP. Proposals deemed non-responsive will be eliminated from

consideration. The Purchasing Agent may contact Offerors for clarification of its proposal.

- Committee members will independently evaluate and score proposals and submit scores back to the Purchasing Agent. Scores will be entered into an Evaluation Matrix to assist in analyzing and prioritizing the responsive Proposals.

**6.5. Negotiations:** The City may undertake negotiations with the top-rated Offeror(s) and will not negotiate with lower-rated Offeror(s) unless negotiations with higher-rated Offeror(s) have been unsuccessful and terminated.

**6.6. Interview(s):** The Owner reserves the right to invite the most qualified rated Offeror(s) to participate in a virtual, or in-person interview(s) if needed.

**6.7. Award:** Offeror(s) shall be ranked based on the criteria listed in Section 6.3. The City reserves the right to consider all the information submitted and/or presentations, if required, in selecting the Firm.

## Section 7.0. Solicitation Response Form

### RFP-5425-24-KF “Design of Sewer Improvement Districts”

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

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*The City reserves the right to accept any portion of the services to be performed at its discretion.*

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

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

The undersigned Offeror accepts and agrees, under the *terms and conditions contained in this Request for Proposal*, that it is prepared, ready, and willing to perform and provide services as described in the attached Proposal if the same is accepted by the City.

The undersigned Offeror acknowledges the right of the City to reject any Proposal(s) submitted and to waive any informality(ies) and irregularity(ies) therein in the City's sole discretion.

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

Prices in the Proposal have not knowingly been disclosed with another Offeror and will not be before award.

- Prices in the Proposal have been arrived at independently, without consultation, communication, or agreement to restrict competition.
- No attempt has been made nor will be to induce any other person or Firm to submit a proposal to restrict competition.
- The individual signing the Proposal certifies that it is a legal agent of the Firm, authorized to represent the Firm, and is legally responsible for the offer concerning supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax-exempt from Colorado Sales or Use Tax. Tax-exempt No. 98-903544. The undersigned certifies that no Federal, State, County, or Municipal tax will be added to the above-quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of \_\_\_\_\_ percent of the net dollar will be offered, to the

Owner if the invoice is paid within \_\_\_\_\_ days after the receipt of the invoice.

**RECEIPT OF ADDENDA:** The undersigned Firm acknowledges receipt of the Addenda to the Solicitation, Specifications, and other Contract Documents.

**State number of Addenda received:** \_\_\_\_\_

It is the responsibility of the Offeror to ensure all Addenda has been received and acknowledged.

Submit a letter signed by the entity Owner or a Statement of Authority delegating authority to act on behalf of the Offeror. Before executing a Contract, the Offeror is required to furnish a completed W-9 form.

\_\_\_\_\_  
Company Name – (Typed or Printed)

\_\_\_\_\_  
Authorized Agent, Title – (Typed or Printed)

\_\_\_\_\_  
Authorized Agent Signature

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Address of Offeror

\_\_\_\_\_  
E-mail Address of Agent

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
Date

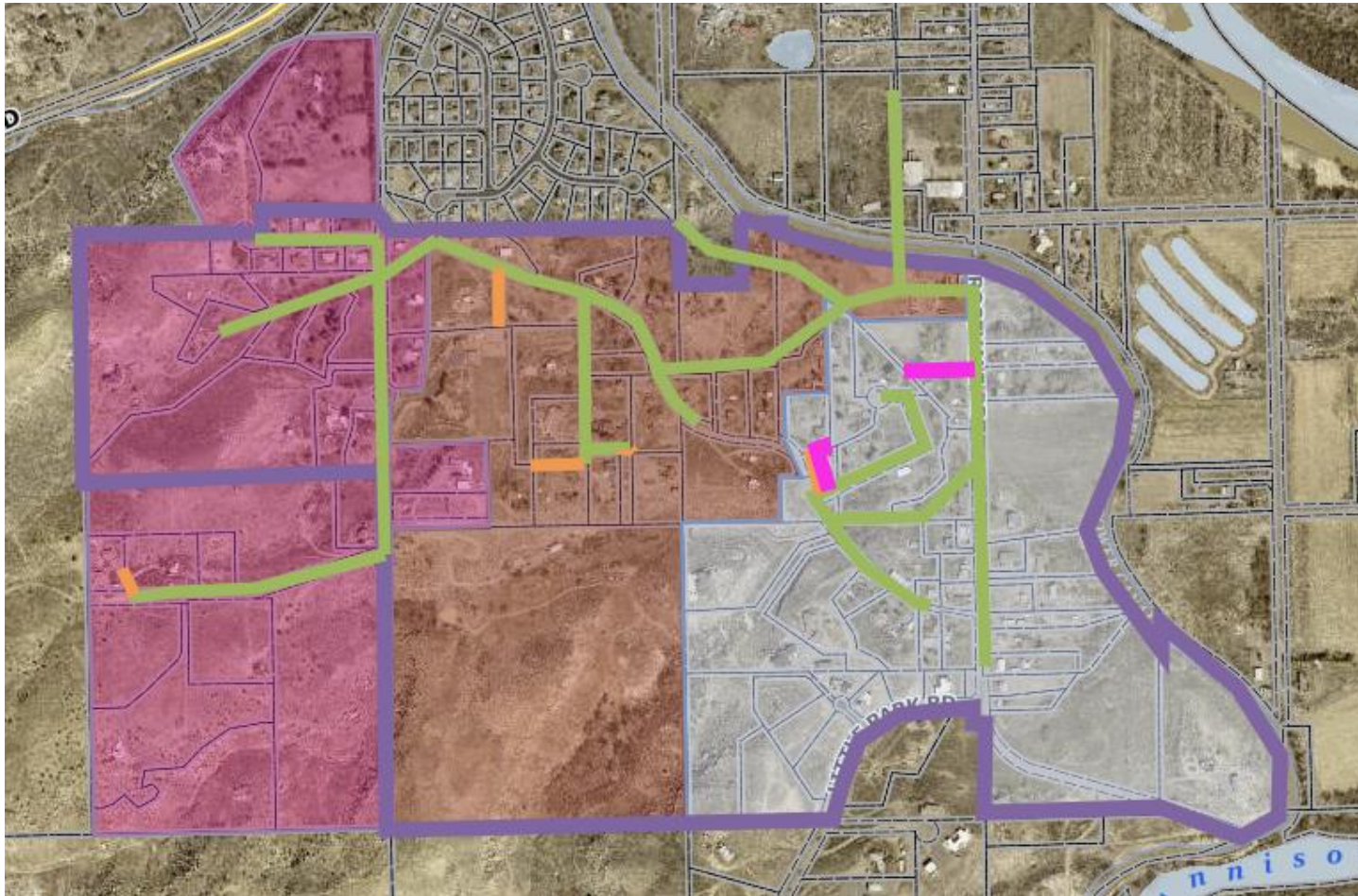
The undersigned Offeror proposes to subcontract the following portion of Services:

Name & address of Subcontractor (Name, City, State)	Description of Service(s) to be performed	Est. Value and % of Service(s)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 Proposal 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 Proposal with any other Offeror or with any competitor.





Purple Outline: Original Sewer Improvement District Boundary (Extended to Include Properties within 201 Service Area Boundary)

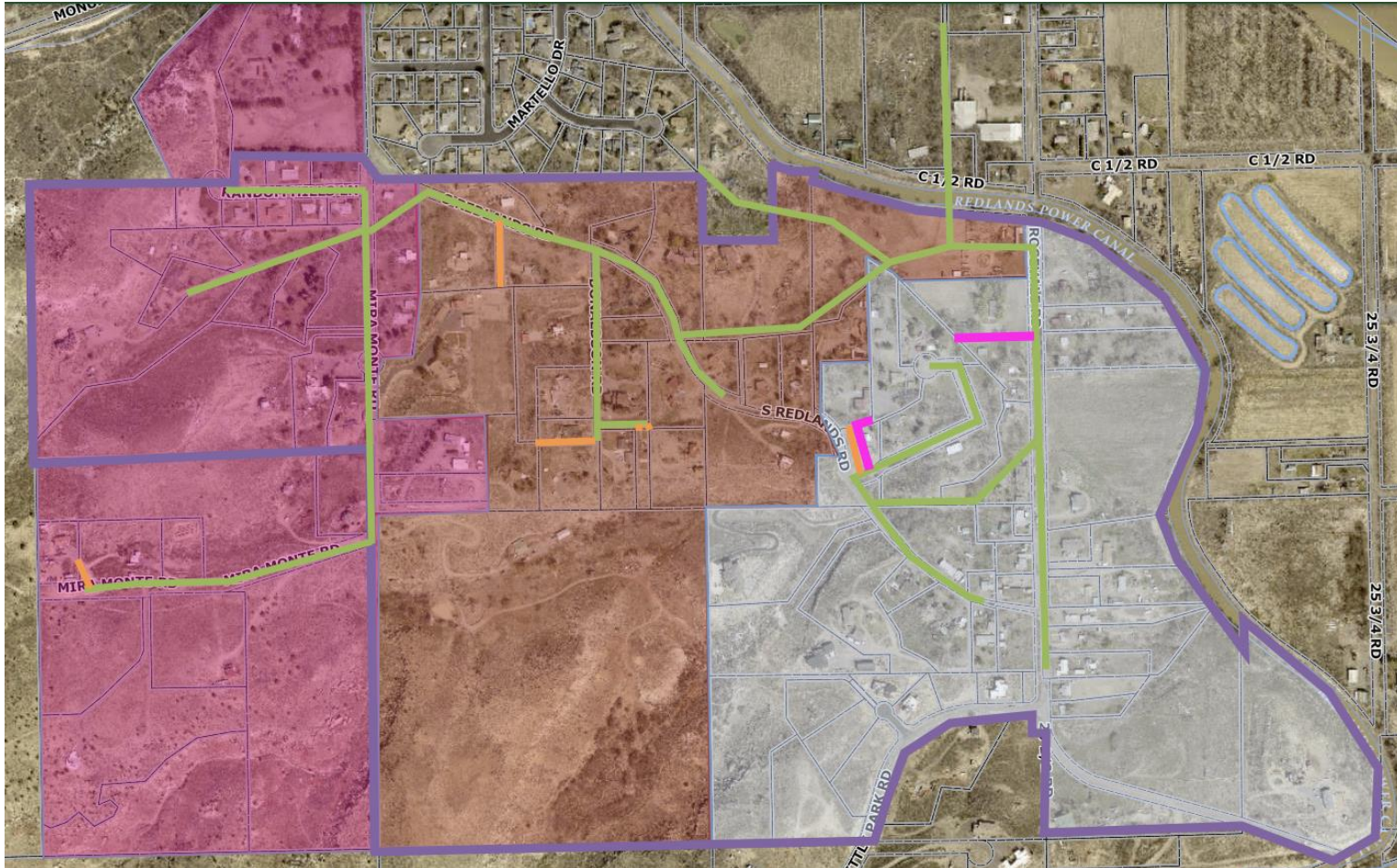
Green: Preliminary Sewer Layout

Orange: Easements Needed for Service Connections

Pink Lines: Potential Alternative Service Connection Easements

3 Subdistricts: Pink, Red, Blue





Purple Outline: Original Sewer Improvement District Boundary (Extended to Include Properties within 201 Service Area Boundary)

Green: Preliminary Sewer Layout

Orange: Easements Needed for Service Connections

Pink Lines: Potential Alternative Service Connection Easements

3 Subdistricts: Pink, Red, Blue



**ADDENDUM NO. 1**

**Date:** April 24, 2024  
**From:** City of Grand Junction Purchasing Division  
**To:** All Offerors  
**RE:** Design of Sewer Improvement Districts, IFB-5425-24-KF

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

Please make note of the following clarifications:

1. **Q:** We have reviewed the Contract Terms provided in the RFP which include the following: Contract for up to three (3) additional one-year periods, subject to the City Council's allocation of the fiscal year funding. Any renewal shall maintain the original Contract terms and conditions and fees/rates. Will it be acceptable to provide a table of rates for 2024 and the potential 3 additional one-year periods (2025, 2026, 2027)? The table of rates would then be part of the original contract.

**A:** Firms should provide comprehensive rates, which may be categorized by position (e.g., Design Engineer I, II, III, IV). These rates will be applied uniformly throughout the contract. Any renewal option must adhere to the original contract terms, conditions, and rates. Should the awarded firm be unable to maintain rates, the City would then solicit services allowing all firms an opportunity to provide a proposal.

2. **Q:** Page 3, Section 1.0: Administrative Information & Conditions for Submittal, 1.1 ADA Compliance Mandate requires responses to follow Colorado HB21-1110, including Level A.A. conformity. Could you provide a reference document or link to the instructions?

**A:** Ensuring compliance with HB21-1110, Colorado Law for Persons with Disabilities [<https://leg.colorado.gov/bills/hb21-1110>] and its accessibility requirements is crucial for all proposals and deliverables. There are several online resources available to guide Colorado's accessibility laws and standards. Utilizing the Accessibility Checker in Microsoft Word is one example of ensuring accessibility.

Here are some useful links for reference:

- Colorado Governor's Office of Information Technology, Accessibility Law for Colorado State and Local Government [<https://oit.colorado.gov/accessibility-law>] has great information.

- Accessible PDFs and Documents  
[\[https://oit.colorado.gov/standards-policies-guides/guide-to-accessible-web-services/accessible-pdfs-and-documents\]](https://oit.colorado.gov/standards-policies-guides/guide-to-accessible-web-services/accessible-pdfs-and-documents)

3. **Q:** Page 6, Section 2.0: General Contract Terms and Conditions, 2.3 Permits, Fees, & Notices states the Firm shall secure and pay for all permits, governmental fees, and licenses necessary for the proper execution and completion of the Services. Can you clarify what fees the design Firm may expect to secure/pay for as part of these services?

**A:** The Firm will be expected to secure and pay for all costs associated with all items related to survey and design. This includes but is not limited to fees for licensed surveyors, drone licenses, records research, etc.

4. **Q:** Page 14: Section 4.0: Specifications/Scope of Services, 4.1 General Background references the 2020 Wastewater Basin Study Update. Could you provide this document?

**A:** Certainly, please access the following link, [[2020 Comprehensive Wastewater Basin Study Update](#)].

5. **Q:** What is the expected level of coordination effort with private homeowners?

**A:** The Firm will be expected to coordinate all Permission to Enter Property Forms.

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

All other conditions of the subject remain the same.

Respectfully,



Kathleen Franklin, Senior Buyer  
City of Grand Junction, Colorado

# Professional Civil Engineering Services for Design of Sewer Improvement Districts RFP-5425-24-KF

Response to Request for Proposal  
April 30<sup>th</sup>, 2024

Prepared for:



250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501  
Kathleen Franklin, Purchasing Agent  
[kathleenf@gjcity.org](mailto:kathleenf@gjcity.org)

Prepared by:



215 Pitkin, Unit 201  
Grand Junction, CO 81501  
Phone: (970) 241-4722  
[info@rccwest.com](mailto:info@rccwest.com)





April 30<sup>th</sup>, 2024

Kathleen Franklin, Purchasing Agent  
City of Grand Junction  
250 North 5<sup>th</sup> Street  
Grand Junction, Colorado 81501

RE: Response to the City of Grand Junction's Request for Proposal RFP-5425-24-KF  
Professional Civil Engineering Services: Design of Sewer Improvement Districts

Dear Ms. Franklin and Selection Committee Members,

River City Consultants (RCC) is pleased to submit the following response to your request for proposal to provide Professional Civil Design services associated with the Design of Sewer Improvement Districts as outlined in the RFP.

RCC is a local consulting firm offering all aspects of civil engineering and land surveying services. We have years of experience in the management and completion of projects requiring utility replacement, upgrades, and extension. We have reviewed the Scope of Work as presented in the RFP and believe we can provide the required services to the City in a timely and cost-efficient manner. We are very familiar with the City and other local/State agency requirements and with the local community. This knowledge will allow us to quickly assess project constraints and address them as appropriate.

RCC certifies (a) that this submittal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (b) that RCC has not directly or indirectly induced or solicited any other Offeror to put in a false or sham bid; (c) that RCC has not solicited or induced any other person, firm, or corporation from submitting a Statement of Qualifications; and (d) that RCC has not sought by collusion to obtain any advantage over any other Offerors or over the City of Grand Junction.

If you have any questions regarding this submittal, please contact me by phone (970) 241-4722 or by email at [jmace@rccwest.com](mailto:jmace@rccwest.com). We really look forward to this opportunity to expand our existing relationship with the City of Grand Junction.

Sincerely,

A handwritten signature in blue ink, appearing to read "J.W. Mace", is written over a light blue horizontal line.

Jeffrey W. Mace, P.E.  
President  
[jmace@rccwest.com](mailto:jmace@rccwest.com)

Attachments

## Section 7.0. Solicitation Response Form

### RFP-5425-24-KF “Design of Sewer Improvement Districts”

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

---

*The City reserves the right to accept any portion of the services to be performed at its discretion.*

---

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

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

The undersigned Offeror accepts and agrees, under the *terms and conditions contained in this Request for Proposal*, that it is prepared, ready, and willing to perform and provide services as described in the attached Proposal if the same is accepted by the City.

The undersigned Offeror acknowledges the right of the City to reject any Proposal(s) submitted and to waive any informality(ies) and irregularity(ies) therein in the City's sole discretion.

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

Prices in the Proposal have not knowingly been disclosed with another Offeror and will not be before award.

- Prices in the Proposal have been arrived at independently, without consultation, communication, or agreement to restrict competition.
- No attempt has been made nor will be to induce any other person or Firm to submit a proposal to restrict competition.
- The individual signing the Proposal certifies that it is a legal agent of the Firm, authorized to represent the Firm, and is legally responsible for the offer concerning supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax-exempt from Colorado Sales or Use Tax. Tax-exempt No. 98-903544. The undersigned certifies that no Federal, State, County, or Municipal tax will be added to the above-quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of N/A 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.

**RECEIPT OF ADDENDA:** The undersigned Firm acknowledges receipt of the Addenda to the Solicitation, Specifications, and other Contract Documents.

**State number of Addenda received:** 01

It is the responsibility of the Offeror to ensure all Addenda has been received and acknowledged.

Submit a letter signed by the entity Owner or a Statement of Authority delegating authority to act on behalf of the Offeror. Before executing a Contract, the Offeror is required to furnish a completed W-9 form.

River City Consultants, Inc.  
Company Name – (Typed or Printed)

Jeffrey W. Mace, President  
Authorized Agent, Title – (Typed or Printed)

  
Authorized Agent Signature

970-241-4722  
Telephone Number

215 Pitkin Ave. #201  
Address of Offeror

jmace@rccwest.com  
E-mail Address of Agent

Grand Junction, CO 81501  
City, State, and Zip Code

April 30, 2024  
Date



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

Name & address of Subcontractor (Name, City, State)	Description of Service(s) to be performed	Est. Value and % of Service(s)
N/A		

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 Proposal 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 Proposal with any other Offeror or with any competitor.

**C – QUALIFICATIONS/EXPERIENCE/CREDENTIALS****Introduction**

River City Consultants, rooted in the foundation of our community, has been serving Western Colorado and the City of Grand Junction for numerous years. Our continuing presence has allowed us to thoroughly understand the unique characteristics and challenges inherent to this region.

Over the years, we have cultivated an impressive portfolio of utility projects, demonstrating our commitment to enhancing the infrastructure that is vital to our city. Our dedicated team possesses a wealth of expertise, reinforced by strong relationships with local agencies and utility providers, ensuring our ability to execute the tasks outlined in the RFP with precision and efficiency.

At River City Consultants, we offer a comprehensive collection of services encompassing civil engineering, land surveying, project coordination, and utility locating. Our engineers and surveyors have over 100 years of collective consulting experience, we bring unmatched insight to every project.

With a dedicated commitment to excellence and innovation, River City Consultants stands ready to collaborate with the City of Grand Junction in advancing its sewer improvement districts to meet the evolving needs of our community.

**Qualifications of Our Team**

As a team, we have reviewed the responsibilities outlined in the RFP and understand the importance of each aspect in ensuring the success of the sewer improvement districts project. With our collective experience and expertise in civil engineering, land surveying, project coordination, and utility design, we are well-prepared to undertake this project. From initial planning and assessment to design, implementation, and ongoing maintenance considerations, we have successfully navigated similar challenges in the past. Our team's comprehensive understanding of local regulations, codes, and best practices enables us to anticipate potential hurdles and proactively address them, minimizing delays and ensuring efficient project delivery. Furthermore, our track record of completing projects on time and within budget underscores our commitment to excellence and our ability to meet the expectations from the RFP as outlined below:

- *Conduct detailed surveys to capture topographic information critical for safety, drainage, elevations, right-of-way delineation, and accurate utility mapping.*
- *Execute Subsurface Utility Engineering (S.U.E.) Level of Detail assessments for existing utilities, collaborating closely with City staff to accurately locate utilities through potholing as necessary.*
- *Conduct a comprehensive inventory of existing conveyance features and structures to inform design decisions.*
- *Identify and mitigate potential conflicts with utilities, irrigation systems, and other infrastructure elements.*



**PROFESSIONAL CIVIL ENGINEERING SERVICES FOR DESIGN OF SEWER  
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**C – QUALIFICATIONS/EXPERIENCE/CREDENTIALS**

- *Evaluate various alignment options and construction methods, offering recommendations for preferred alternatives based on feasibility and efficiency.*
- *Develop engineering designs to a finalized level, including a Construction Documents and an Engineers Opinion of Probable Cost (EOPC) as well as a detailed bid schedule.*
- *Implement thorough Quality Assurance Reviews throughout the design process, ensuring accuracy and compliance before submitting for City review, accompanied by comprehensive internal design review memoranda.*

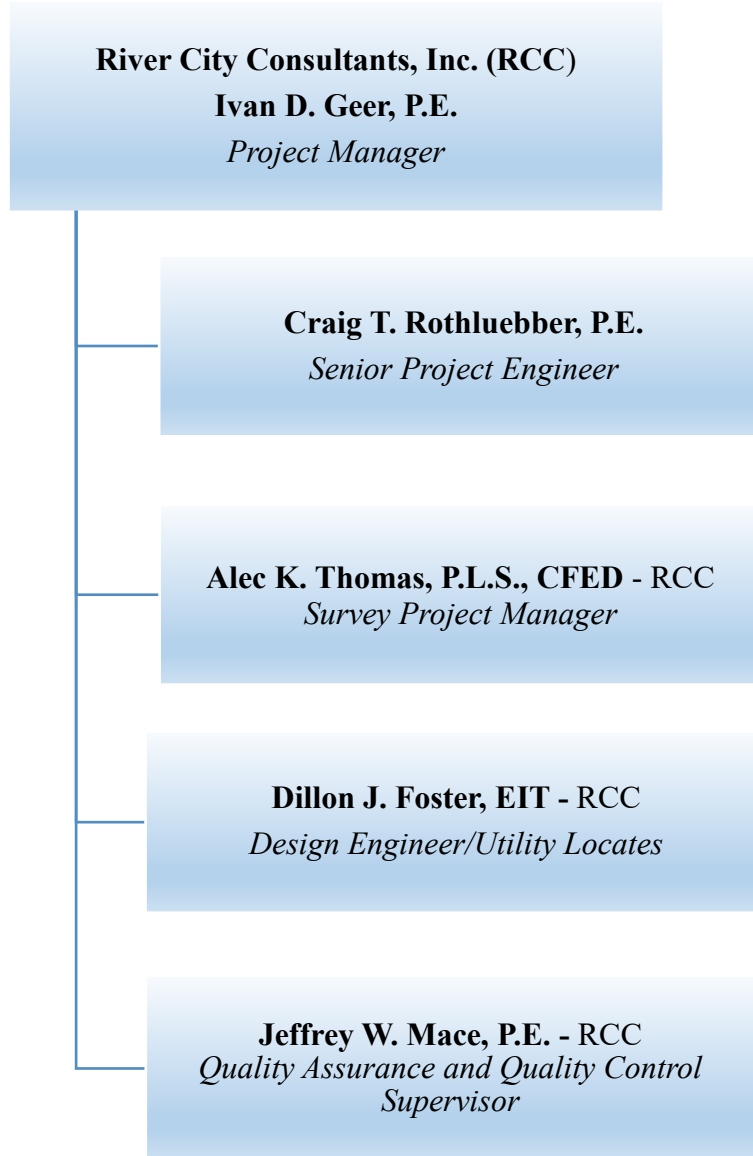
In summary, our team at River City Consultants is highly qualified and excited about the opportunity to collaborate with the City of Grand Junction on this project. With our extensive experience and expertise, we are fully prepared to take on the challenges outlined in the RFP and deliver outstanding results. Our past successes in projects of similar scope and nature serve as a testament to our capabilities and readiness to undertake this effort.

We understand the importance of this project to the community and are committed to ensuring its success. We are dedicated to leveraging our knowledge of the local landscape, regulations, and best practices to deliver solutions that meet and exceed the City's expectations. We look forward to the opportunity to work together with the City of Grand Junction and contribute to the development of its infrastructure for the benefit of the community.

The following information provides a more detailed explanation of your team's qualifications and readiness to work together with the City of Grand Junction, emphasizing past successes, commitment to excellence, and dedication to the project's success.



**Organization Chart**



**C – QUALIFICATIONS/EXPERIENCE/CREDENTIALS****Identification of Key Personnel and Functions****River City Consultants, Inc.**

- Ivan D. Geer, P.E. – Mr. Geer, as the Project Manager, will oversee all aspects of the project, ensuring its smooth execution from start to finish. In addition to his role as Project Manager, Mr. Geer will take charge of coordination with utilities and engaging stakeholders impacted by the project. Mr. Geer has experience that includes a collection of projects successfully completed in alignment with the City of Grand Junction's format and requirements.
- Craig Rothluebber, P.E. – Mr. Craig Rothluebber will be the Senior Project Engineer for the Design Phase. He has extensive experience in Public Improvement projects and will take the lead on engineering design. He is an experienced project manager and designer of numerous public infrastructure projects. Mr. Craig Rothluebber brings over 14 years of experience designing solutions for public and private projects.
- Alec Thomas, P.L.S., CFED – Mr. Thomas will be the Survey Project Manager for this project, bringing a wealth of expertise and experience in land surveying to the project. As a registered Professional Land Surveyor in Colorado since 2011, Mr. Thomas possesses a deep understanding of the local terrain, regulations, and surveying standards crucial for the successful performance of this project. With Mr. Thomas as Survey Project Manager, our team can rely on his extensive knowledge and leadership to ensure the accuracy and precision of surveying activities throughout the project lifecycle. His attention to detail, coupled with his ability to leverage advanced surveying technologies, will play a pivotal role in delivering high-quality survey data essential for informed decision-making and project success.
- Dillon Foster, EIT – Mr. Foster undertakes the role of Design Engineer within our team, bringing forth a wealth of expertise and dedication to the project. With a solid foundation in civil engineering, utility locating, and a passion for innovative design solutions, Dillon is prepared to make contributions toward the success of the project. Mr. Foster has applied his skills through years of experience in the field, demonstrating a keen understanding of engineering principles and best practices. His commitment to excellence is evident in his track record of delivering high-quality designs that meet and exceed client expectations. Dillon is also a trained utility locator and will provide utility locating services on this project.
- Jeffrey W. Mace, P.E. – Mr. Mace will be providing Quality Assurance and Quality Control (QA/QC) for this project, highlighting his commitment to ensuring the highest standards of excellence and precision throughout every phase of the project. With a wealth of experience as both a project manager and a designer of numerous utility projects, Mr. Mace brings a unique perspective and depth of knowledge to the QA/QC process. With Mr. Mace leading our QA/QC efforts, our team can proceed with confidence, knowing that every aspect of the project will undergo thorough examination and approval.



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**C – QUALIFICATIONS/EXPERIENCE/CREDENTIALS**

**Resumes**

**Ivan D. Geer, P.E.  
Principal/Professional Engineer**



*Mr. Geer is one of the principals of River City Consultants. Mr. Geer has experience in engineering consulting (wastewater, water, infrastructure, and construction management), design/build, construction materials production, environmental compliance, mining, reclamation, land development, and operations management. In his career he has managed projects for clients and aggregate companies that have required working with numerous the governmental agencies in Western Colorado, including Mesa County and Colorado Department of Transportation, Grand Valley Rural Power, CenturyLink, and many others. More recently, Mr. Geer has managed several engineering design projects for public improvements for various public agencies including Mesa County, the City of Grand Junction, and Clifton Water. Relevant project experience includes:*

- **City of Grand Junction Sewer Improvement** – Project Manager. This project provided approximately ¼ mile of sewer to a development within city limits, providing 9 residents with city sewer connections. Existing utilities were analyzed and proposed sewer was routed/aligned to create a clear, concise, and constructable plan set for contractors.
- **E Road Phase 2A and 2B** – Project Manager/Construction Oversight and Client Contact for design of approximately one mile of safety improvements to E Road between Agape Way and 31 Road, including sidewalk. Mesa County Project
- **Cameo Roadway Improvements** – Assumed Project Manager/Construction Manager for Mesa County Road and Bridge upgrade project after retirement of previous principal. Project completed on time and on budget, including a road realignment and bridge crossing upgrade.
- **Fremont Street Multimodal Design Project** – RCC project manager providing drainage engineering and survey services for this project in the City of Fruita as a member of a Kimley-Horn consulting team. The project consisted of a new access located at Highway 6&50 for a future transportation capacity upgrade heading north.
- **Various Clifton Water Projects** – Project manager or principal-in-charge for several waterline upgrade projects including E Road, Front Street, Yolande Steet, Whitewater, and Holland Street.
- **Lorey Drive Upgrade** – Project manager for upgrade of existing City of Grand Junction Lorey Drive to address new development connecting to existing road and infrastructure. The design had significant challenges given the ad-hoc nature of old infrastructure, requiring creative grading solutions to accommodate safe travel of the existing roadway and access to new businesses.
- **Colorado Mesa University (CMU) Texas and Bunting Parking Lots** – Project Manager, Grand Junction, Colorado. Project manager and client contact for design of civil improvements on fast-track design and construction schedule to be completed before commencement of school.

Registrations: Professional Engineer – Colorado #35518

Education: Bachelor of Science *cum laude*–Civil Engineering, 1994, University of Notre Dame, South Bend, Indiana  
Post Graduate Studies, Environmental Engineering, Marquette University, Milwaukee, Wisconsin



**Craig T. Rothluebber, P.E.**  
**Sr. Project Engineer**



*Mr. Rothluebber is a Senior Project Engineer of River City Consultants. He has been a lead engineer on a wide variety of projects throughout Colorado as well as nationwide. Mr. Rothluebber has compiled a multidisciplined engineering history including land development, site design, railway design, and hydrologic and hydraulic analysis/design. Selected relevant projects include:*

- **Canyon Creek Road Structure Replacement, Mesa County/Grand Junction, Colorado** – Design for approximately 0.4 miles of roadway to a standard Mesa County rural road paved prism section, refining the traffic movements at the three existing Cameo shooting range entrances and improving one atypical roadway intersection. A watershed and hydraulic analysis for replacing four 48-inch diameter CMP's will be required for this 0.4 mile section of roadway.
- **Great Western Industrial Park, Weld County, Windsor, Colorado** – due diligence reports, master plans, stormwater management, floodplain analysis and site development to assist in the marketing and development of the undeveloped areas of the industrial park. Floodplain Modification of the John Law Ditch – A Conditional Letter of Map Revision application for the lower John Law Ditch from Eastman Park Drive to the Cache La Poudre River based on new topography.
- **Union Pacific Railroad Milam to Gibbon, Second Main Track, Oregon** – Design of 2.5 miles of new track including a new 120-foot, single-span, through-plate girder (TPG) bridge and replacement of the existing mainline track bridge. The existing low-clearance bridge was located over a sensitive salmon breeding habitat that did not meet hydraulic criteria. A hydraulic analysis was completed using HEC-RAS to determine the replacement bridge and new 120-foot single-span bridge.
- **Hydrologic and Hydraulic Evaluation for Union Pacific Railroad, Second Main Track, Oregon** – open-ended contract with Union Pacific Railroad Company to provide hydrologic and hydraulic evaluations and environmental permitting assistance throughout the Central and Western United States. Each year we were tasked with 50-100 structure replacements throughout the region that required analysis and design of replacement structures due to aging infrastructure and emergency services.

Registrations: Professional Engineer – Colorado #51352

Education: Bachelor of Science in Civil Engineering, 2010, University of Nebraska, Omaha, Nebraska.





**Alec K. Thomas, P.L.S., CFED**  
**Professional Land Surveyor**



*Mr. Thomas, a Professional Land Surveyor, has nearly eighteen years of surveying experience. Licensed since 2011 Mr. Thomas is knowledgeable and skilled in boundary, design, and construction surveys, and has completed a variety of survey projects throughout Colorado. Alec is a Certified Federal Surveyor (CFedS), which is a designation he earned through a licensing program created by the federal government to assure cadastral boundary surveys are performed in accordance with Bureau of Land Management standards. Recent projects include:*

- **City of Grand Junction Sewer Improvement** – Survey Manager. This project provided approximately ¼ mile of sewer to a development within city limits, providing 9 residents with city sewer connections. Existing utilities were analyzed and proposed sewer was routed/aligned to create a clear, concise, and constructable plan set for contractors.
- **Grand Junction Regional Airport, The City of Grand Junction, CO** – Project surveyor for site design surveys on eight acres of existing airport buildings and paved ramps for an airport improvement project. This project included the establishment of a control network for future construction projects.
- **Xcel Energy Right-of-Way and Easement Surveys, Various Locations, Western CO** – Project surveyor for design surveys, alignment and corridor staking, ownership research, and preparation of right-of-way and easement documents for numerous and varied projects in Western Colorado including new and existing high-pressure gas lines, gas and electric distribution lines, and facilities and residential service easements.
- **Oil and Gas Survey Operations, Various Locations, Piceance and D.J. Basins** – Performed project coordination for Marathon Oil Co. on pipeline route surveys, cadastral boundary surveys for drill pad placement and construction. Facilitate data processing from field to finish per client specifications.
- **Bureau of Land Management, Western U.S.** – Survey technician on federal cadastral projects including resurveys to establish and subdivide townships and sections, original subdivisions of townships in the State of Alaska, Tribal land surveys for land exchanges.
- **Dependent Resurvey** – 3,000-acre ranch within State and federal lands to put forth by the Bureau of Land Management.

Registrations: Professional Land Surveyor – Colorado #38274; New Mexico #24164; Utah #11646904-2201  
Certified Federal Surveyor (CFedS) #1718

Education: Bachelor of Science in Surveying and Mapping (with a Minor in Mathematics), 2010, Metropolitan State College of Denver

Associations: Professional Land Surveyors of Colorado,  
Western Colorado Land Surveyors, a chapter of PLSC,  
National Society of Professional Surveyors





**Dillon Foster, E.I.T.**  
**Design Engineer**



*Mr. Foster is a design engineer for River City Consultants. He has been a design engineer and project manager on a variety of projects on the western slope of Colorado within the three years he has worked with River City Consultants. Mr. Foster has compiled a multidisciplined engineering history including land development, site design, roadway design, and hydrology and hydraulic design. Selected relevant projects include:*

- **Rocky Mountain Elementary Sidewalk Project** – Lead Design Engineer, developing construction plans for a new sidewalk and intersection ramps adjacent to existing roadways along a commonly used corridor for students at Rocky Mountain Elementary School. Assisted in coordinating with contractors and other stakeholders throughout the project.
- **Grand Junction Colorado LDS Temple** – Lead Design Engineer, developing construction plans for all trails, sidewalks, and parking lots. Design of all underground utilities including hydraulic design of two underground storage systems working in tandem to capture developed runoff. Assistance in construction observation working directly with project managers and contractors.
- **Bella Mesa at Redlands Mesa Filing II** – Project Manager/Lead Design Engineer. This project encompassed the design of a cul-de-sac road, loop road, golf cart path, additional sidewalk and trails, underground utilities, and hydrologic/hydraulic analysis comparing existing and developed drainage.
- **Cofferdam at Eleven Mile State Park** – Cad Technician. This project was to design and create construction plans for a cofferdam around the boat ramp for Colorado Parks and Wildlife. The purpose of the project was to create a design where a contractor could pump lake water out of the boat ramp area for removal and replacement of ramp.
- **Redlands 360 Filing 1**– Design Engineer/Construction Oversight. This project is the first filing of Redlands 360 which consisted of assisting in preparing construction plans for roads, utilities, over-lot grading, and drainage. Master utility plans were evaluated throughout the process in preparation for future filings and development. Construction oversight throughout the construction is ongoing and weekly inspections and reports are provided.
- **City of Grand Junction Sewer Improvement** – Assistant Project Manager/Lead Design Engineer. This project provided approximately ¼ mile of sewer to a development within city limits, providing 9 residents with city sewer connections. Existing utilities were analyzed and proposed sewer was routed/aligned to create a clear, concise, and constructable plan set for contractors.

Registrations: Engineer in Training

Education: Bachelor of Science in Civil Engineering, 2021, University of Colorado in Partnership with Colorado Mesa University, Grand Junction, Colorado



**PROFESSIONAL CIVIL ENGINEERING SERVICES FOR DESIGN OF SEWER  
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**C – QUALIFICATIONS/EXPERIENCE/CREDENTIALS**

**Jeffrey W. Mace, P.E.**  
**Principal/Professional Engineer**



*Mr. Mace is a principal and one of the founders of River City Consultants. He has been project manager and/or lead engineer on a wide variety of projects throughout Western Colorado as well as the Denver Metro area. Mr. Mace has compiled a multi-discipline engineering history including land development, site design, roadway design, hydrologic and hydraulic analysis/design, and structural design and evaluation. Selected relevant projects include:*

- **City of Grand Junction Sewer Improvement** – Quality Control Supervisor. This project provided approximately ¼ mile of sewer to a development within city limits, providing 9 residents with city sewer connections. Existing utilities were analyzed and proposed sewer was routed/aligned to create a clear, concise, and constructable plan set for contractors.
- **Lower Little Salt Wash Riverfront Trail Connection, Mesa County/Fruita, CO** – Project Manager for design services of a one-mile section of the City of Grand Junction Riverfront Trail System along Little Salt Wash. Developed horizontal and vertical alignments with crossings at I-70, the railroad, HWY 6 & 50, and the North Young Drain. Alignment challenges included following serpentine wash while maintaining safe travel and sight distance. Federal funding required CDOT review and coordination.
- **Highway 340 Sidewalk Improvements – Phase I, Mesa County, CO** – Project Engineer-QA/QC. The design for this project was initially awarded to another consulting firm that did not fulfill their obligation. RCC was retained to complete this project and provided survey and design services to improve the pedestrian corridor along the north side of State Highway 340 from approximately mile point 6.9 to 8.6 and mile point 9.5 to 10.8. The project was contained entirely within the CDOT right of way. Included were design services for the construction of curb, gutter, sidewalk and/or path, storm drainage system, and right of way plans. The right of way plans were produced in accordance with the CDOT survey manual. Construction of the project was partially funded with a State Grant. RCC performed construction management services in coordination with the local CDOT agency and CDOT requirements. Challenges included right of way constraints, grade issues, utility/irrigation constraints, and drainage considerations.
- **J.3 Road Improvements, Fruita, Mesa County, CO** – Project Manager. As a result of frequent pedestrian/auto conflicts in the vicinity of Fruita 8-9 and High Schools, we evaluated pedestrian movements and proposed alignments in order to maintain pedestrian safety while limiting impact on adjacent property owners, including drainage. The solution resulted in 2,200 LF of attached and detached pathway along with pedestrian crossings, signage, lighting, and drainage facilities. The attached portion required redesign of the existing street section. The detached portion was more advantageous with regards to cost, drainage, and separation of vehicular and pedestrian traffic. Surveying included design and control survey and base map preparation, ownership research, and assistance with right-of-way issues.

Registrations: Professional Engineer – Colorado #37343

Education: Bachelor of Science with Honors in Civil Engineering, 1996, University of Colorado, Denver, Colorado; Haestad Methods Certified Modeler for: *Water Surface Profiles, Detention Pond Systems*; Workshop on NFIP Community Rating System. Certified in HEC-RAS 2D Modeling



River City Consultants (RCC) has a long-standing presence in the City of Grand Junction, giving us a comprehensive understanding of its wastewater pipeline design and construction standards. This familiarity allows us to efficiently assess project needs and streamline the design process to meet the city's objectives while minimizing costs. Our flexible project approach ensures tasks are tailored to each project's requirements, guaranteeing success within the city's regulatory framework. With RCC, clients can expect projects to be completed on time, within budget, and in accordance with the city's standards, contributing to the community's advancement. Our project approach will include the following tasks on as-needed basis for specific projects:

1. Pre-design Field Review: For each project, we will conduct a preliminary field review to identify site constraints and evaluate potential solutions. Following this assessment, a concise memorandum containing site visit notes will be promptly submitted to the City.
2. Pre-design Meeting: Arrange a meeting with the City to discuss project requirements, potential options, specific constraints, and to identify stakeholders involved in design decisions. Following this discussion, submit a fee proposal for approval by the City.
3. Right of Entry and Property Owner Coordination: RCC has extensive experience coordinating right-of-entry, conducting public meetings, and working with landowners to communicate technical aspects of public improvements and associated benefits. These services will be scoped and provided if required on any task order/project.
4. Field Survey: If necessary, conduct a field survey to assess existing conditions within the project area, including utility locations and depths, and create a base map for design purposes. Alternatively, accept survey data from the City in AutoCAD compatible format.
5. Potholing/SUE: When required, we will collaborate with the City to conduct utility potholing, facilitating RCC's development of the SUE plan. This investigation is essential for engineering design and minimizing construction change orders.
6. Right-of-Way Survey: If needed, RCC has the capability to conduct a thorough right-of-way survey and prepare detailed exhibits for any necessary easements. This service ensures compliance with legal requirements and facilitates the establishment of clear boundaries, contributing to the smooth progression of the project.
7. Conceptual Design: In the event that the City has not finalized conceptual design plans, RCC will take the initiative to develop conceptual design plans for review and discussion. This crucial task aims to address any unresolved design considerations and establish a solid design foundation for the project.
8. Design Plans and Opinion of Costs: RCC will prepare design plan and profile sheets, complete with associated covers, notes, and detail sheets, adhering to City Standards. We will thoroughly compile and present a 30% and 90% plan set to the City for review,

**PROFESSIONAL CIVIL ENGINEERING SERVICES FOR DESIGN OF SEWER  
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**D – STRATEGY AND IMPLEMENTATION PLAN**

ensuring transparency and alignment with project objectives. These submissions will include a comprehensive quantity take-off and an Engineer's Opinion of Cost, derived from current award pricing provided by the City.

9. Contract Documents: Upon completion of the engineering process, RCC will furnish the City with a comprehensive final engineering plan set and bid tab, accompanied by an Opinion of Cost, all accurately formatted to meet the requirements for competitive bidding. These documents will be thoroughly prepared to ensure clarity, accuracy, and compliance with relevant standards and regulations. Our goal is to equip the City with the necessary tools to facilitate a seamless bidding process and secure the most valuable outcomes for the project.
10. Bid Assistance: RCC offers extensive bid assistance services to support the procurement process effectively. This includes conducting pre-bid site walk-throughs, actively participating in meetings, promptly addressing Requests for Information (RFIs), and issuing addenda as necessary to uphold the bid schedule. Our commitment to proactive engagement ensures that potential bidders are equipped with the information they need to submit competitive and accurate bids. We prioritize clear communication and responsiveness throughout the bidding phase to facilitate a streamlined and efficient process.
11. Quality Assurance/Control: RCC is committed to upholding the highest standards of quality in every aspect of our work. To ensure precision and reliability, we conduct thorough in-house quality checks on each task before delivering the final product to the City. This process serves as a safeguard, allowing us to identify and address any potential issues or discrepancies proactively. Bluebeam sessions will be utilized for both internal and external reviews to document the quality control progression. By prioritizing quality at every stage of the project, we strive to deliver outcomes that not only meet but exceed the expectations of the City to ensure the long-term success of the project. A copy of our detailed Quality Management Plan can be provided upon request.



## References

Please contact the following agency personnel for Professional references associated with numerous projects. See following page for project specific experience and associated references:

Kevin King, P.E.  
Mesa County Project Engineer  
200 S. Spruce Street  
Grand Junction, CO 81501  
970 244-1765  
[Kevin.king@mesacounty.us](mailto:Kevin.king@mesacounty.us)

Scott Mai, P.E.  
Mesa County Public Works Director  
200 S. Spruce Street  
Grand Junction, CO 81501  
970 244-1765  
[scott.mai@mesacounty.us](mailto:scott.mai@mesacounty.us)

Ken Haley  
Engineering Manager  
250 N. 5<sup>th</sup> Street  
Grand Junction CO 81501  
970-244-1506  
[kennethh@gjcity.com](mailto:kennethh@gjcity.com)

Sam Atkins  
Engineering Manager  
City of Fruita  
325 E. Aspen Ave  
Fruita, CO 81521  
[satkins@fruita.org](mailto:satkins@fruita.org)

**Additional references available on request.**

**River City has successfully completed numerous water and sewer line design projects, encompassing replacements and upgrades, in collaboration with both municipal agencies and private developers.**

**Additionally, our partnership with Mesa County, Ute Water, Clifton Water and Sanitation, positions us strategically in addressing adjacent or conflicting utilities. Below, we present samples of four projects. Further details regarding our project experience are available upon request.**





## Previous Project Experience

### Skyline Drive Sewer Main

The project consisted of the design of approximately 1,300 lineal feet of 8" sanitary sewer, 4 manholes, and 9 sanitary sewer service lateral connections for the City of Grand Junction. Project challenges included: working within existing easements and rights-of-way, working with numerous impacted property owners, working with numerous entities, utility conflicts, designing for minimal utility service outages.

**References:** **Ken Haley**, City of Grand Junction Public Works, 244 North 7<sup>th</sup> Street, Grand Junction, CO 81501 (970) 244-7147, [kenhaley@gjcity.com](mailto:kenhaley@gjcity.com)



### E Road Improvements 31 Road to Agape Way

The project was approximately one mile of street upgrade to a collector section, sidewalks, drainage, water, sewer and other improvements. The project included upgrade and replacement of water and sanitary sewer pipelines for Clifton Water District, Clifton Sanitation District and City of Grand Junction. Project challenges included: working within existing easements and rights-of-way, working with numerous impacted property owners, working with numerous entities, utility conflicts, designing for minimal utility service outages.

**References:** **Kevin King**, Mesa County, 200 S. Spruce Street, Grand Junction, CO 81501 (970) 244-7147, [kevin.king@mesacounty.us](mailto:kevin.king@mesacounty.us)

**David Reinertsen**, Clifton Water District, 510 34 Rd, Clifton, CO 81520 (970) 434-7328, [dreinertsen@cliftonwaterdistrict.org](mailto:dreinertsen@cliftonwaterdistrict.org)



### Clifton Water District Holland Street Watermain Upgrade Project 2022-007 (Holland and Steven Street, Dennis and Olga Avenue Watermain Upgrade)

The project included design plans and contract documents in accordance with Clifton Water District's (District) standards. Scope included approximately two thousand (2,000) feet of water line plan and profile, approximately 30 services, and three fire hydrants.

**Client:** **David Reinertsen**, Clifton Water District, 510 34 Rd, Clifton, CO 81520 (970) 434-7328, [dreinertsen@cliftonwaterdistrict.org](mailto:dreinertsen@cliftonwaterdistrict.org)

### Whitewater Transmission Line 2021

River City Consultants provided topographic surveying, geotechnical and utility investigations, professional engineering and design for 7,100 feet of 12" water transmission line and associated fittings, hydrants, and connections.

**Client:** **David Reinertsen**, Clifton Water District, 510 34 Rd, Clifton, CO 81520 (970) 434-7328, [dreinertsen@cliftonwaterdistrict.org](mailto:dreinertsen@cliftonwaterdistrict.org)



### **Brookfield Off-site Sewer and Water Upgrades**

River City provided survey, design and contract documents for approximately ½ mile of sewer and water main upgrades for the Brookfield Development on 21.5 Road. Water system upgrade was in accordance with Ute Water requirements and sewer main upgrade was in accordance with City of Grand Junction requirements. Challenges included a congested utility corridor, coordination with existing residences, working with various entities.

**Client:** **Darin Carei**, Synergy Builders LLC, 1111 S. 7<sup>th</sup> Street, Grand Junction, CO 81501, (970) 234-0708, [dcarei@senergybuilders.com](mailto:dcarei@senergybuilders.com)





## FEE SCHEDULE

### LABOR

Principal	\$185.00/hr
Principal-Expert Witness	\$285.00/hr
Senior Professional Engineer	\$160.00/hr
Senior Professional Land Surveyor	\$165.00/hr
Design Engineer/Technical Lead	\$135.00/hr
Professional Land Surveyor	\$140.00/hr
Senior CADD/GIS Technician	\$103.00/hr
CADD Technician	\$93.00/hr
Project Coordinator / Planner	\$83.00/hr
Field Surveyor Boundary/Topo	\$150.00/hr
Field Surveyor Construction Staking	\$160.00/hr
Field Technician	\$93.00/hr
Utility Locator	\$98.00/hr
Engineering/Survey Intern	\$63.00/hr
Clerical	\$47.00/hr

### MISCELLANEOUS

Reproduction	
Paper	\$0.25/sf
Mylar	\$15.00/sheet
Vehicle mileage (based on current IRS Mileage Rate)	
Recorded Document Research	Cost
Materials	Cost + 10%
Rental equipment	Cost + 10%

Third party charges will be passed through to the client at invoice plus 10% for handling.

A late charge of 1.5% per month (18% annual) will be added to any unpaid invoice after 30 days.





**Legal Proceedings/Lawsuits:**

River City Consultants LLC has not had any involvement in legal proceedings, and or lawsuits, in the last 3 years.

River City Consultants LLC has no current or pending legal proceedings, and or lawsuits.



ADDENDUM NO. 1

**Date:** April 24, 2024  
**From:** City of Grand Junction Purchasing Division  
**To:** All Offerors  
**RE:** Design of Sewer Improvement Districts, IFB-5425-24-KF

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

Please make note of the following clarifications:

1. **Q:** We have reviewed the Contract Terms provided in the RFP which include the following: Contract for up to three (3) additional one-year periods, subject to the City Council's allocation of the fiscal year funding. Any renewal shall maintain the original Contract terms and conditions and fees/rates. Will it be acceptable to provide a table of rates for 2024 and the potential 3 additional one-year periods (2025, 2026, 2027)? The table of rates would then be part of the original contract.

**A:** Firms should provide comprehensive rates, which may be categorized by position (e.g., Design Engineer I, II, III, IV). These rates will be applied uniformly throughout the contract. Any renewal option must adhere to the original contract terms, conditions, and rates. Should the awarded firm be unable to maintain rates, the City would then solicit services allowing all firms an opportunity to provide a proposal.

2. **Q:** Page 3, Section 1.0: Administrative Information & Conditions for Submittal, 1.1 ADA Compliance Mandate requires responses to follow Colorado HB21-1110, including Level A.A. conformity. Could you provide a reference document or link to the instructions?

**A:** Ensuring compliance with HB21-1110, Colorado Law for Persons with Disabilities [<https://leg.colorado.gov/bills/hb21-1110>] and its accessibility requirements is crucial for all proposals and deliverables. There are several online resources available to guide Colorado's accessibility laws and standards. Utilizing the Accessibility Checker in Microsoft Word is one example of ensuring accessibility.

Here are some useful links for reference:

- Colorado Governor's Office of Information Technology, Accessibility Law for Colorado State and Local Government [<https://oit.colorado.gov/accessibility-law>] has great information.

*awm*

- Accessible PDFs and Documents  
[\[https://oit.colorado.gov/standards-policies-guides/guide-to-accessible-web-services/accessible-pdfs-and-documents\]](https://oit.colorado.gov/standards-policies-guides/guide-to-accessible-web-services/accessible-pdfs-and-documents)

3. **Q:** Page 6, Section 2.0: General Contract Terms and Conditions, 2.3 Permits, Fees, & Notices states the Firm shall secure and pay for all permits, governmental fees, and licenses necessary for the proper execution and completion of the Services. Can you clarify what fees the design Firm may expect to secure/pay for as part of these services?

**A:** The Firm will be expected to secure and pay for all costs associated with all items related to survey and design. This includes but is not limited to fees for licensed surveyors, drone licenses, records research, etc.

4. **Q:** Page 14: Section 4.0: Specifications/Scope of Services, 4.1 General Background references the 2020 Wastewater Basin Study Update. Could you provide this document?

**A:** Certainly, please access the following link, [\[2020 Comprehensive Wastewater Basin Study Update\]](#).

5. **Q:** What is the expected level of coordination effort with private homeowners?

**A:** The Firm will be expected to coordinate all Permission to Enter Property Forms.

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

All other conditions of the subject remain the same.

Respectfully,



Kathleen Franklin, Senior Buyer  
City of Grand Junction, Colorado



## Request for Proposal RFP-5425-24-KF

### Design of Sewer Improvement Districts

#### **RESPONSES DUE:**

April 30, 2024, before 1:00 p.m. (Mountain Time)

**Accepting Electronic Responses Only**

**Submitted Through the**

**Rocky Mountain E-Purchasing System (RMEPS)**

<https://www.bidnetdirect.com/colorado/city-of-grand-junction>

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

**NOTE: All City solicitation openings will be held virtually,  
information is in Section 1.8.**

#### **Purchasing Agent:**

Kathleen Franklin

[kathleenf@gjcity.org](mailto:kathleenf@gjcity.org)

970-244-1513

# **REQUEST FOR PROPOSAL**

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# REQUEST FOR PROPOSAL

## **Section 1.0: Administrative Information & Conditions for Submittal**

- 1.1. Americans with Disability Act (ADA) Compliance Mandate:** Following HB21-1110, all documents produced and submitted in response to this solicitation must adhere to the provisions outlined in §§24-85-101, C.R.S., and subsequent sections, as well as the Accessibility Standards for Individuals with a Disability, as established by the Office of Information Technology under section §24-85-103 (2.5), C.R.S. Additionally, all documents must align with the State of Colorado's technology standards related to accessibility, including Level A.A. conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG) as integrated within the State of Colorado's technology standards.
- 1.2. Required Review:** The Offeror is responsible for thoroughly reviewing all solicitation documentation to gain a comprehensive understanding of the scope, specifications, project requirements, and all associated rules, regulations, laws, conditions, instructions, and procurement policies related to the solicitation process and the Project or Work outlined in this Request for Proposal.
- 1.3. Issuing Office:** The Request for Proposal (RFP) is issued by the City of Grand Junction (City). The Purchasing Agent responsible for the conduct of this procurement is:  
  
Kathleen Franklin  
[kathleenf@gjcity.org](mailto:kathleenf@gjcity.org)  
  
Except for pre-bid or site visit meeting(s) all inquiries, concerns, clarifications, or communication about this solicitation, including process, specifications, and project scope, must be in writing to the Purchasing Agent. Other communication may result in disqualification.
- 1.4. Purpose:** The City is requesting proposals from qualified professional civil engineering Firms to provide services on an 'as-needed' basis for the survey and/or design of Sewer Improvement Districts. Services shall include but are not limited to stamped survey, base map, initial design, final design, construction documents, and engineer's estimate. Services shall be provided under the terms and conditions of this RFP.
- 1.5. The Owner:** The City is the "Owner" which will act by and through its authorized representative(s); "Owner" or "City" may be used interchangeably throughout this Solicitation.
- 1.6. Compliance:** All Offerors, by submitting a proposal, commit to adhere to all conditions, requirements, and instructions in this RFP as stated or implied herein or modified by addenda. Should the Owner omit anything necessary to the clear understanding of the requirements, or should it appear that various instructions conflict, the Offeror(s) shall secure instructions from the Purchasing Agent before the submittal deadline.



- 1.7. **Procurement Process:** The 2023 version of the City [Procurement Policy](#) applies to this Solicitation.
- 1.8. **Submission:** See section 5.0 of this Solicitation for Preparation and Submittal Terms. Proposals shall be formatted as directed in Section 5. Proposals that fail to follow the format may be found non-responsive. To participate in the solicitation opening, please utilize the following information and link:

**Solicitation Opening, Design of Sewer Improvement Districts, RFP-5425-24-KF  
April 30, 2024, 1:00 – 1:30 PM (America/Denver)**

**Please join the meeting from a computer, tablet, or smartphone.**

<https://meet.goto.com/975459445>

**Dial in using a phone.**

Access Code: 975-459-445

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

**Join from a video-conferencing room or system.**

Meeting ID: 975-459-445

Dial in or type: 67.217.95.2 or [inroomlink.goto.com](https://inroomlink.goto.com)

Or dial directly: 975459445@67.217.95.2 or 67.217.95.2##975459445

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

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

- 1.9. **Public Disclosure:** Under the Colorado Open Records Act (CORA), all information within any bid or proposal is subject to public disclosure. Upon the issuance of an award, both the solicitation file and the proposal(s) contained therein are subject to a [CORA request](#). In instances of Solicitation or Project cancellation, public disclosure is contingent upon adherence to pertinent laws.
- 1.10. **Altering Proposals:** Any alterations made before the opening date and time must be initiated by the Offeror. Proposals may not be altered or amended after the submission deadline.
- 1.11. **Withdraw of Proposals:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline date, and only before award.
- 1.12. **Acceptance of Proposal Content:** The Proposal selected by the Owner shall become a part of the Contract Documents. Failure of the successful Offeror to accept the obligations in the Contract shall result in cancellation of the award and such Offeror 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” or “Firm.”
- 1.13. **Addendum:** Official response to questions, interpretations, corrections, and changes to this solicitation or extensions to the opening/receipt date will be made by the Purchasing Agent by a written Addendum to the solicitation. The sole authority to

authorize addenda shall be vested in the Purchasing Division. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at <https://www.bidnetdirect.com/colorado/city-of-grand-jefferson>. An Offeror(s) must acknowledge receipt of all addenda in the proposals.

- 1.14. Exceptions and Substitutions:** All proposals meeting the intent of this RFP will 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, the Offeror must state any exception(s) in the section to which the exception(s) pertain(s). Exception/substitution, if accepted, must meet, or exceed the stated intent and/or specification(s). The absence of stated exception(s) indicates that the Offeror has not taken exception(s), and if awarded a Contract, shall hold the Offeror responsible for performing in strict accordance with the Contract Documents.
- 1.15. Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after the 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 identified with the words **"Confidential Disclosure"** and uploaded as a separate document may establish the information as confidential or proprietary. Any material the Offeror intends to be treated as confidential or proprietary in nature must include a written explanation for the request. Consistent with the Colorado Open Records Act (CORA), the request shall be reviewed and decided by the Owner. If denied, the Offeror will 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.
- 1.16. 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 in the materials marked as "Confidential Material." Disqualification of a proposal does not eliminate the City's right.
- 1.17. Minimal Standards for Responsible Prospective Offerors:** The Offeror must affirmatively demonstrate its responsibility. A prospective Offeror must meet the following minimum requirements:
- Have adequate financial resources or the ability to obtain such resources as required.
  - Be able to comply with the required or proposed schedule.
  - Have a satisfactory record of performance of projects of similar scope and size.
  - 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.



- 1.18. Sales Tax:** The Owner is exempt from State, County, and Municipal Taxes and Federal Excise Tax; therefore, all fees shall not include taxes.
- 1.19. Public Opening:** The opening of the Proposal(s) shall be conducted publicly in a virtual meeting following the proposal deadline. Offerors, representatives, and interested persons may be present. Proposals shall be received and acknowledged to maintain transparency in the process. As per the nature of an RFP, only the company name(s) and the business location of the proposing Offeror(s) 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/the Contract Documents. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's requirements. Failure to do so may be deemed a waiver of any right(s) to subsequently modify the term(s) of performance, except as specified in the RFP. 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 before a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Document(s) shall be signed by the Owner and the Firm. By executing the Contract, the Firm represents that it has familiarized itself with the conditions under which the Services are 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 Contract Documents intend 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 contained herein.
- 2.3. Permits, Fees, & Notices:** The Firm shall secure and pay for all permits, governmental fees, and licenses necessary for the proper execution and completion of the Services. The Firm shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority, including the City, bearing on the performance of the Service(s). If the Firm observes that any of the Contract Documents are at variance in any respect, it shall promptly notify the Purchasing Agent in writing, and necessary changes will be made to reconcile the variation as determined to be in the best interest of the City. If the Firm performs any Services knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Owner, 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 Firm shall be responsible to the Owner for the acts and omissions of all its employees and all other persons performing any of the Service(s) under the Contract.
- 2.5. Payment & Completion:** The Contract Sum as stated in the Contract is the total amount payable by the Owner to the Firm for the performance of the Service(s) under the Contract. Upon receipt of written notice that the deliverable(s) is ready for final inspection and acceptance and upon receipt of the payment application, the Owner's Project Manager will promptly make such inspection and, when the Owner finds the Service(s) acceptable under the Contract and the Contract fully completed, the Owner shall make payment in the manner provided in the Contract Document(s). Partial payments will be based upon estimates prepared by the Firm of the value of Service(s) performed following the Contract Documents. The Service(s) performed by the Firm shall follow generally accepted professional practices and the level of competency presently maintained by other practicing professional Firms in the same or similar type of Service(s) in the community. The Service(s) to be performed by the Firm hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.
- 2.6. Protection of Persons and Property:** The Firm shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect it from damage, injury, or loss. The Firm shall erect and maintain, as required by existing safeguards for safety and protection, all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations, and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Firm in the execution of the services, or in consequence of the non-execution thereof by the Firm, they shall restore, at their own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury acceptably.
- 2.7. Changes in the Services:** The Owner, without invalidating the Contract, may order changes in the Services within the general scope of the Contract consisting of additions, deletions, or other revisions. All such changes in the Services shall be authorized by Change Order/Amendment and shall be executed under the applicable conditions of the Contract. A Change Order/Amendment is a written order to the Firm 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.
- 2.8. Minor Changes in the Services:** The Owner shall have the 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.
- 2.9. Correction of Services:** The Firm shall promptly correct all Services found by the Owner as defective or as failing to conform to the Contract. The Firm shall bear all costs of correcting such rejected Services, including the cost of the Owner's additional Services thereby made necessary. The Owner shall give such notice promptly after discovery of the 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 without cost to the Owner.

- 2.10. Acceptance Not Waiver:** The Owner's acceptance of or approval of Service(s) furnished hereunder shall not in any way relieve the Firm of its 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 right(s) under the Contract, or of any cause of action arising out of performance under this Contract.
- 2.11. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the Contract. All amendments to the Contract shall be made in writing by the City Contract Administrator.
- 2.12. Assignment:** The Firm 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.
- 2.13. Compliance with Laws:** Proposals must comply with all Federal, State, County, and local laws governing the Services and the fulfillment of the Service(s) for and on behalf of the public. The Firm hereby warrants that it is qualified to assume the responsibilities and render the Services described herein and has all requisite corporate authority, skills, credentials, experience, and professional licenses in good standing as required by law.
- 2.14. Debarment/Suspension:** The Firm hereby certifies that the Firm is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental department or agency.
- 2.15. Confidentiality:** All information disclosed by the Owner to the Offeror and/or the Firm for the Services to be performed or information that comes to the attention of the Firm during the performing of such Services is to be kept strictly confidential.
- 2.16. Conflict of Interest:** No public official and/or Owner employee shall have interest in the Contract resulting from this RFP.
- 2.17. Contract:** This solicitation, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute an enforceable agreement equally binding between the Owner and the Firm. The Contract represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations, or agreements, either written or oral, including the solicitation documents. The Contract may be amended or modified only with Amendment.
- 2.18. Cancellation of Solicitation:** Any solicitation may be canceled by the Owner or any solicitation response by a Firm may be rejected in whole or in part when it is in the best interest of the City.
- 2.19. Contract Termination:** The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Service(s); (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.

**2.20. Employment Discrimination:** During the performance of any Services, the Firm agrees to:

**2.20.1.** 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 Firm. The Firm agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

**2.20.2.** In all solicitations or advertisements for employees placed by or on behalf of the Firm, shall state that such Firm is an Equal Opportunity Employer.

**2.20.3.** Notices, advertisements, and solicitations placed per federal law, rule, or regulation shall be deemed sufficient for meeting the requirements of this section.

**2.21. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Firm certifies that it does not and will not during the performance of the Contract employ personnel without authorization or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or law regulating immigration compliance.

**2.22. Ethics:** The Firm 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.

**2.23. Failure to Deliver:** In the event of failure of the Firm to perform following the Contract, the Owner, after due oral or written notice, may procure Services from other sources and hold the Firm responsible for any costs resulting in the purchase of additional Services and materials necessary to perform the Service(s). This remedy shall be in addition to any other remedies that the Owner may have.

**2.24. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Contract or any part thereof, or the right of the Owner to enforce any provision of the Contract at any time under the terms thereof.

**2.25. Force Majeure:** The Firm shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Firm unless otherwise specified in the Contract.

**2.26. Indemnification:** The Firm shall defend, indemnify, and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all

liability, suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Firm, or of any Firm's agent, employee, subcontractor or supplier in the execution of, or performance under, the Contract which may result from proposal award. The Firm shall pay any judgment with costs which may be obtained by and/or against the Owner arising out of or under the performance or non-performance.

- 2.27. Independent Firm:** The Firm shall be legally considered an independent firm and neither the Firm nor its employees shall, under any circumstances, be considered servants, or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the Contract, payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security, or any other amounts for benefit(s) to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner to its employees.
- 2.28. Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The City reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal before a determination by the City of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.29. Ownership:** All documents, plans, prints, designs, concepts, and work prepared under the Contract, *etc.*, created by the Firm for the Service(s), shall become the property of the Owner. All information furnished by the Owner is and shall remain the Owner's property.
- 2.30. Patents/Copyrights:** The Firm agrees to protect the Owner from any claims involving infringements of patent(s) and/or copyright(s) and/or other intellectual property protection. In no event shall the Owner be liable to the Firm for any claims, damages, awards, and/or costs of defense arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this Solicitation.
- 2.31. Governing Law:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted by, the laws of the City of Grand Junction, Mesa County, Colorado. Any action arising out of or under the Contract shall be in District Court 21<sup>st</sup> Judicial District, Mesa County, Colorado.
- 2.32. Expenses:** Expenses incurred in the preparation, submission, and presentation of a proposal in response to this solicitation are the responsibility of the Firm and shall not be charged to the Owner.
- 2.33. Sovereign Immunity:** The Owner specifically reserves and asserts its rights to sovereign immunity according to Colorado Law.

- 2.34. 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 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 under Colorado law.
- 2.35. Collusion Clause:** Each Offeror, by submitting a proposal, certifies that it is not involved in any collusive action(s) or activity(ies) that may violate applicable federal or state antitrust laws, rules, and/or regulations. Any proposal(s) found to have evidence or reasonable belief of collusion among the Offerors will be rejected. The Owner reserves the right, at its discretion, to accept future proposals for the same service(s) or work from participants identified in such collusion.
- 2.36. Gratuities:** The Firm certifies and agrees that no gratuities or kickbacks were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Firm breaches or violates this warranty, the Owner may, at its discretion, terminate the Contract without liability to the Owner.
- 2.37. 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.
- 2.38. Benefit Claims:** The Owner shall not provide the Firm any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.39. Default:** The Owner reserves the right to terminate the Contract in the event the Firm fails to meet delivery or completion schedules, or otherwise performs under the Contract. Breach of Contract or default authorizes the Owner to purchase like services elsewhere and charge the full cost to the defaulting Firm.
- 2.40. Multiple Offers:** If an Offeror submits more than one proposal, THE ALTERNATE PROPOSAL must be marked "Alternate PROPOSAL". The Owner reserves the right to make the award in the best interest of the Owner.
- 2.41. 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 Firms. All participating entities will be required to abide by the specifications, terms, conditions, and prices 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 offices or use its purchasing cards 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 “piggyback” on the solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate its specific delivery and invoicing instructions.

## **2.42. Definitions:**

- 2.42.1.** “City” or “Owner” is the City of Grand Junction, Colorado, and is referred to throughout the Contract Documents.
- 2.42.2.** “Consultant” or “Firm” is the person, organization, entity, or consultant identified as such in the proposal and is referred to throughout the Contract. The term Firm means the Firm or its authorized representative(s).
- 2.42.3.** “Deliverable” refers to any tangible or intangible work product, report, document, presentation, or other output produced by the Consultant as part of the Service(s). All deliverables must comply with the Americans with Disabilities Act (ADA) and HB21-1110, which mandates adherence to the provisions outlined in §§24-85-101, C.R.S., and subsequent sections, as well as the Accessibility Standards for Individuals with a Disability established by the Office of Information Technology under section §24-85-103(2.5), C.R.S. Additionally, all documents must align with the State of Colorado's technology standards related to accessibility, including Level A.A. conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG) as integrated within the State of Colorado's technology standards.
- 2.42.4.** “Key Personnel” designates the crucial individual(s) from the Firm essential for the successful execution and completion of the Project. The individual(s) will possess specialized skills, knowledge, or experience required for the Project's specific scope of work.
- 2.42.5.** “Offeror” refers to the person(s) legally authorized by the Firm to make an offer and/or submit a response fee proposal in response to the RFP.
- 2.42.6.** “Project” or “Work” refers to the endeavor outlined in this solicitation to create the product, service, or deliverables and outcome.
- 2.42.7.** “Service(s)” includes all labor, materials, equipment, and/or professional skills necessary to produce the requirements of the Contract Documents.
- 2.42.8.** “Subcontractor is a person(s) or organization that has a direct contract with the Firm to perform any of the service(s). The term subcontractor is referred to throughout the Contract and means the subcontractor or its authorized representative.

**2.43. Public Disclosure Record:** If the Offeror knows its employee(s) or subcontractors 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 Firm agrees to procure and maintain, at its own cost, policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm under the Contract. Such insurance shall be in addition to any other insurance requirements imposed by the Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed under the Contract because it failed to procure or maintain insurance in sufficient amounts, durations, or types.

The Firm shall procure and maintain and, if applicable, shall cause any subcontractor of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurance acceptable to the Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm under 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: The Firm shall comply with all State of Colorado Regulations concerning Workers' Compensation and other statutory insurances as required.

- (b) Commercial General Liability insurance with minimum combined single limits of:  
ONE MILLION DOLLARS (\$1,000,000) for each occurrence and  
TWO MILLION DOLLARS (\$2,000,000) per job aggregate.

The policy shall apply 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 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) for each occurrence and  
ONE MILLION DOLLARS (\$1,000,000) aggregate

For each of the Firm's owned, hired, or non-owned vehicles assigned to be used in the performance of the Services/Work.

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

TWO MILLION DOLLARS (\$1,000,000) per claim and  
TWO MILLION DOLLARS (\$1,000,000) aggregate



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

- 3.2. Additional Insured Endorsement:** The policies required by paragraphs (b), and (c) above shall be endorsed to include the City of Grand Junction, its elected and appointed Officials, employees, and volunteers as Additional Insureds. 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 the Firm. The Firm shall be solely responsible for any deductible losses under any policy required above.

## Section 4.0: Specifications/Scope of Services

- 4.1. General/Background:** In 2000, the City and the County passed a joint resolution establishing the septic system elimination program to provide incentives to property owners to eliminate septic systems. There are still approximately 1,555 septic systems within the Persigo 201 sewer boundary, which defines the area that generates wastewater needing to be transported to the Persigo Wastewater Treatment Plant (WWTP). The City continues to work with residents to improve our collection services by targeting the completion of existing and new Sewer Improvement Districts (SID) by 2041, as recommended in the 2020 Wastewater Basin Study Update, which will provide connections for, approximately, 1,046 septic systems currently in SID. The objective is to provide the best possible service for the community, which includes extending sanitary sewer main lines within the 201 Boundary.

The table below represents the Total Sewer Improvement District Program Budget over the next four years. However, the City anticipates approximately \$760,000.00 of survey and design work for 2024-2027.

Project	2024 Budget	2025 Anticipated	2026 Anticipated	2027 Anticipated
Sewer Improvement Districts	\$800,000	\$1,000,000	\$1,000,000	\$1,000,000

- 4.2. Specifications/Scope of Service:** The City seeks to team with a professional civil engineering firm on an as-needed basis for the survey and design of SID. These services are intended to facilitate the extension of existing sanitary sewer main lines, thereby integrating residences currently reliant on septic systems into the public sanitary sewer infrastructure network. Services are intended to supplement the expertise and capacity of the City Engineering Division and may include land surveying, preliminary design, final design, construction documents, and cost estimating services.

*Project Management and Coordination:*

The City aims to collaborate closely with the selected Consultant to prioritize the tasks outlined in this RFP using available resources and to achieve the desired

project objectives. Continuous and open communication between the City and the Consultant will be essential, with regular updates exchanged to ensure project alignment. Project Work Group Meetings will be scheduled either in person or via virtual conference calls, with participation from the Consultant Project Manager, City Project Manager, and other relevant stakeholders as identified throughout the design process. These meetings will serve as platforms for coordinating work efforts and addressing any outstanding issues or challenges. The agenda of these meetings will encompass Deliverables, Project Schedule, Timeline, and Project Management.

- 4.2.1. Codes:** Firm shall ensure that project design, scope, and specifications meet all Federal, State, County, and City Codes.
- 4.2.2. Project Locations and Limits:** The City currently has four (4) SID in various phases of planning or design and varies in size from serving 9 properties to 94 properties. The potential SID are at various locations throughout the 201-service area that could be inside or outside the city limits.

The first Sewer Improvement District (SID) that the City anticipates awarding to the selected Firm is located along South Redlands Rd and Rosevale Rd that could provide sewer service for up to 105 properties currently on septic systems. This is one of the larger SID anticipated in the near term with a conceptual map included in Attachment A reflecting the area and potential sewer alignments. The timeline of this, and many of the other, SID is largely dependent on the support of the property owners, which may necessitate the formation of this SID in phases.

**4.2.3. Project Resources:**

*Surveying:* The City Engineering Division typically performs land surveying for SID projects; however, it desires to contract survey services for on-call/as-needed assistance with the SID projects identified in 4.2.2. It is anticipated that any survey work will be split on a SID project basis. Survey work that has been or will be performed by the City will be provided to the selected Firm. All survey work, whether conducted by the City or the selected Firm, shall include a licensed Colorado PLS stamped survey, along with base map drawings that are compatible with AutoCAD Civil 3D. Local MCLCS-GV coordinate system and City of Grand Junction survey codes shall be used.

*Right-of-Way:* All Right-of-Way acquisitions will be performed by the City and work will be permitted and performed by the awarded Contractor during the construction phase.

*Geotechnical Investigation:* The Geotechnical Investigation of each Sewer Improvement District will be completed through a consultant contracted separately with the City and will be provided to the design consultant on a per-project basis.

*Engineering Design Services:* The City seeks a Firm that can provide on-call/as-needed professional engineering design services for SID projects. The

Firm must have a licensed Colorado PE and the flexibility to work collaboratively with the City's internal resources on a project-by-project basis.

*Construction Management:* The City expects to perform all construction procurement, inspection, and construction administration services and does not anticipate engaging the engineering Firm to provide construction management services. The Firm may be required to provide consultation and support to the City during construction regarding alternative materials, constructability/unforeseen conditions, and/or design interpretation, intent, fieldwork, change order(s), etc.

**4.2.4. Project Schedule:** The Consultant shall initiate Project activities upon written Notice to Proceed by the City Project Manager.

### **4.3. Special Conditions & Provisions:**

**4.3.1. Fee/Price Proposal:** Pricing for the services shall be all-inclusive, including, but not limited to labor, materials, equipment, travel, design, drawings, documentation, work, shipping/freight, licenses, permits, fees, and any related costs, etc.

Provide a comprehensive rate fee schedule listing all direct charges, potential costs, and associated service fees related to civil engineering services. This list should include a detailed breakdown for employee and subcontractor classification with experience and state hourly rates, and any miscellaneous fees, standard procedures, and flat-rate fees, where applicable, along with a description of the services associated with each cost or fee.

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

All fees and pricing will be subject to negotiation by the Owner.

**4.3.2. Award:** The City retains the discretion to make a single Contract award or, as deemed suitable, designate a primary and a secondary service provider, with a strong emphasis on time adherence and availability throughout the project lifecycles.

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

**4.3.4. 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) any clarification of the Proposal, if applicable, and (4) the City's Purchasing Department's acceptance of the proposal through a "Notice of Award." All Exhibits and Attachments within the RFP are 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 and other laws as applicable.
- 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 Contract Administrator or by a modified Purchase Order/Contract before 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.

**4.3.5. City Project Manager/Administrator:** Project Manager/Administrator: The Project Manager, representing the Owner, will promptly make decisions regarding services proposed or performed by the Firm. The Project Manager is responsible for approving and accepting all services within the performance of the Contract. During the performance of the Contract, all notices, letters, submittals, and other communications directed to the City shall be delivered to

Rachel Wall, Engineering Specialist  
City of Grand Junction, Engineering and Transportation  
244 7<sup>th</sup> St.  
Grand Junction, CO 81501

**4.3.6. Contract Administrator:** The Contract Administrator for the City is Duane Hoff, Jr., reachable at (970) 244-1545. All inquiries, issues, and communications during the Contract period should be directed to:

Duane Hoff, Jr., Contract Administrator  
[duaneh@gjcity.org](mailto:duaneh@gjcity.org)

**4.4. Contract Term:** The Contract will be effective from the date of execution by the Parties, with Services to be provided through December 31, 2024. Upon successful contract performance, the awarded Firm and Owner may mutually agree to renew the Contract for up to three (3) additional one-year periods, subject to the City Council's allocation of the fiscal year funding. Any renewal shall maintain the original Contract terms and conditions and fees/rates.

**4.5. Attached Documents:**

**Appendices**

**Appendix 1 – Preliminary Sewer Outline**

**4.6. RFP Tentative Time Schedule:**

- Request for Proposal available March 29, 2024
- Inquiry deadline, no questions after this date April 19, 2024

- Final Addendum Posted April 23, 2024
- Submittal deadline for proposals April 30, 2024
- Owner evaluation of proposals April 30-May 7, 2024
- Interviews, *if required* May 17, 2024
- Final Selection May 15, 2024
- City Council Approval, *if required* June 5, 2024
- Contract execution June 7, 2024

**4.7. Questions Regarding Scope of Services:**

Kathleen Franklin, Purchasing Agent  
[kathleenf@gjcity.org](mailto:kathleenf@gjcity.org)

## Section 5.0: Preparation and Submittal of Proposals

**Submission:** Each proposal shall be submitted in electronic format only, adhering to HB21-1110 and only through BidNet Direct Rocky Mountain E-Purchasing System website link: (<https://www.bidnetdirect.com/colorado/city-of-grand-jefferson>). This site offers both “free” and “paying” registration options which allow for full access to the City’s documents and electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) Please view the “**Electronic Vendor Registration Guide**” at <https://www.gjcity.org/501/Purchasing-Bids> for details. (Purchasing Agent does not have access or control of the Vendor side of RMEPS. If there are website or other problems that arise during response submission, the Offeror **MUST** contact RMEPS to resolve the issue before the response deadline **800-835-4603**).

To ensure accurate comparison and evaluation, proposals must adhere to the format outlined in Section 5.0 “Preparation and Submittal of Proposals.” The uploaded response to this RFP must be a **single PDF document** containing all necessary information. Offerors must demonstrate interest in this Project, highlight relevant experience, and address its capability to fulfill the Scope of Service(s) stated herein. Proposals must follow the specified formatting from **A** to **H** as required by the Owner for proper comparison and evaluation:

- A. Cover Letter:** A cover letter shall be provided that explains the Offeror’s interest in the Project. The letter shall contain the name/address/phone number/email of the person who will serve as the Offeror’s principal contact person and shall identify individual(s) who will be authorized to make presentations on behalf of the Firm. The statement shall bear the signature of the person having the proper authority to make formal commitments on behalf of the Firm. By submitting a response to this Solicitation, the Offeror agrees to all requirements herein.
- B. Solicitation Response Form:** the Offeror shall complete and submit the attached Solicitation Response Form with the proposal.
- C. Qualifications/Experience/Credentials:** Offeror(s) are required to present its qualifications and demonstrate relevant experience and credentials for consideration as a contract provider to the City. The proposal should highlight a proven track record in successfully managing projects of a similar nature, and consistently meeting deadlines and budgetary constraints. Emphasis should be placed on the ability of the project team to provide highly experienced and qualified key personnel, capable of effectively responding to the demands of the work at hand.
- D. Strategy and Implementation Plan:** The Offeror is expected to provide a detailed description of its understanding of the project, and interpretation of the Owner’s objectives outlined in this RFP. Describe the proposed technical approach and strategy or plan for achieving these objectives. The Offeror has the flexibility to use a written narrative or any other appropriate format to demonstrate its capability to fulfill the Scope of Services. The narrative should present a logical progression of tasks and efforts, commencing with the initial steps or tasks and extending to a complete description of all proposed tasks, demonstrating how the RFP objectives

will be met. Additionally, the proposal should include a quality assurance and performance plan outlining the measures to ensure the delivery of high-quality Deliverables.

- E. References:** Provide a minimum of three (3) government and/or municipal references that can attest to the Firm's experience in projects of similar scope and size. **Include a summary of the project completed with** the client's name, address, point of contact person, telephone number, email address, project dates, project description, original project budget, final project cost, explanation of variation from original budget to final project cost, pictures, *etc.*
- F. Fee/Price Proposal:** Provide a comprehensive rate fee schedule listing all direct charges, potential costs, and associated service fees related to civil engineering services. This list should include a detailed breakdown for employee and subcontractor classification with experience and state hourly rates, and any miscellaneous fees, standard procedures, and flat-rate fees, where applicable, along with a description of the services associated with each cost or fee.
- G. Legal Proceedings/Lawsuits:** Provide a comprehensive overview of any legal proceedings or lawsuits involving the Firm within the last five years, those currently ongoing, or any with pending status. For each instance, describe the underlying reason or cause, as well as the outcome or status. This information will be crucial in assessing the legal background of the Firm.
- H. Additional Data:** Furnish any additional pertinent information that is directly related to the qualifications and capabilities of the Firm. This may include details about specific expertise, innovative technologies, approaches, or any other information that will enhance the evaluation of the Firm's suitability to provide the services outlined in this RFP.

## Section 6.0. Evaluation Criteria and Factors

- 6.1. Overview:** An evaluation committee, appointed by the City, will assess all qualified responses. Proposal(s) will be selected based on the ability to clearly demonstrate the necessary expertise and capability essential for delivering the scope of services. Additionally, the committee will consider the integrity and reliability of the proposals, to ensure the highest degree of confidence in full faith and performance.
- 6.2. Intent:** Only Respondents who meet the qualification criteria will be considered. Therefore, it is imperative the submitted proposal clearly indicates the Offeror's ability to provide the services described herein.
- 6.3. Evaluation Summary:** Proposals will be prioritized based on the criteria, and values described below. The City reserves the right to reject any and all portions of proposals and take into consideration past performance of previous awards and contracts with the Owner of any Offeror, or service provider in determining a final award(s), if any.

### *Evaluation Criteria and Weighted Values shall be worth ninety (90) %*

- **Responsiveness of Submittal to the RFP ten (10) %**  
(The Offeror has submitted a proposal that is fully comprehensive, inclusive, and conforms in all respects to the RFP and all of its requirements, including all forms and substance.)
- **Understanding of the Project and Objectives twenty (20) %**  
(The Offeror's ability to demonstrate a thorough understanding of the City's goals on this specific Service.)
- **Experience thirty (30) %**  
(Offeror's proven proficiency in the successful completion of similar projects.)
- **Strategy & Implementation thirty (30) %**  
(Offeror has provided a clear interpretation of the City's objectives regarding the required Services, 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 ten (10) %*

- **Fees ten (10) %**  
(All fees associated with the Services are provided and are complete and comprehensive.)

- 6.4. Shortlisting Offerors:** The City expects to follow the process below to shortlist proposals. The City reserves the right to modify this process if it is in the best interest of the City.
- All proposals will be reviewed for compliance with mandatory requirements as outlined in this RFP. Proposals deemed non-responsive will be eliminated from



consideration. The Purchasing Agent may contact Offerors for clarification of its proposal.

- Committee members will independently evaluate and score proposals and submit scores back to the Purchasing Agent. Scores will be entered into an Evaluation Matrix to assist in analyzing and prioritizing the responsive Proposals.

**6.5. Negotiations:** The City may undertake negotiations with the top-rated Offeror(s) and will not negotiate with lower-rated Offeror(s) unless negotiations with higher-rated Offeror(s) have been unsuccessful and terminated.

**6.6. Interview(s):** The Owner reserves the right to invite the most qualified rated Offeror(s) to participate in a virtual, or in-person interview(s) if needed.

**6.7. Award:** Offeror(s) shall be ranked based on the criteria listed in Section 6.3. The City reserves the right to consider all the information submitted and/or presentations, if required, in selecting the Firm.

## Section 7.0. Solicitation Response Form

### RFP-5425-24-KF “Design of Sewer Improvement Districts”

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

---

*The City reserves the right to accept any portion of the services to be performed at its discretion.*

---

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

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

The undersigned Offeror accepts and agrees, under the *terms and conditions contained in this Request for Proposal*, that it is prepared, ready, and willing to perform and provide services as described in the attached Proposal if the same is accepted by the City.

The undersigned Offeror acknowledges the right of the City to reject any Proposal(s) submitted and to waive any informality(ies) and irregularity(ies) therein in the City's sole discretion.

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

Prices in the Proposal have not knowingly been disclosed with another Offeror and will not be before award.

- Prices in the Proposal have been arrived at independently, without consultation, communication, or agreement to restrict competition.
- No attempt has been made nor will be to induce any other person or Firm to submit a proposal to restrict competition.
- The individual signing the Proposal certifies that it is a legal agent of the Firm, authorized to represent the Firm, and is legally responsible for the offer concerning supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax-exempt from Colorado Sales or Use Tax. Tax-exempt No. 98-903544. The undersigned certifies that no Federal, State, County, or Municipal tax will be added to the above-quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of \_\_\_\_\_ percent of the net dollar will be offered, to the

Owner if the invoice is paid within \_\_\_\_\_ days after the receipt of the invoice.

**RECEIPT OF ADDENDA:** The undersigned Firm acknowledges receipt of the Addenda to the Solicitation, Specifications, and other Contract Documents.

**State number of Addenda received:** \_\_\_\_\_

It is the responsibility of the Offeror to ensure all Addenda has been received and acknowledged.

Submit a letter signed by the entity Owner or a Statement of Authority delegating authority to act on behalf of the Offeror. Before executing a Contract, the Offeror is required to furnish a completed W-9 form.

\_\_\_\_\_  
Company Name – (Typed or Printed)

\_\_\_\_\_  
Authorized Agent, Title – (Typed or Printed)

\_\_\_\_\_  
Authorized Agent Signature

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Address of Offeror

\_\_\_\_\_  
E-mail Address of Agent

\_\_\_\_\_  
City, State, and Zip Code

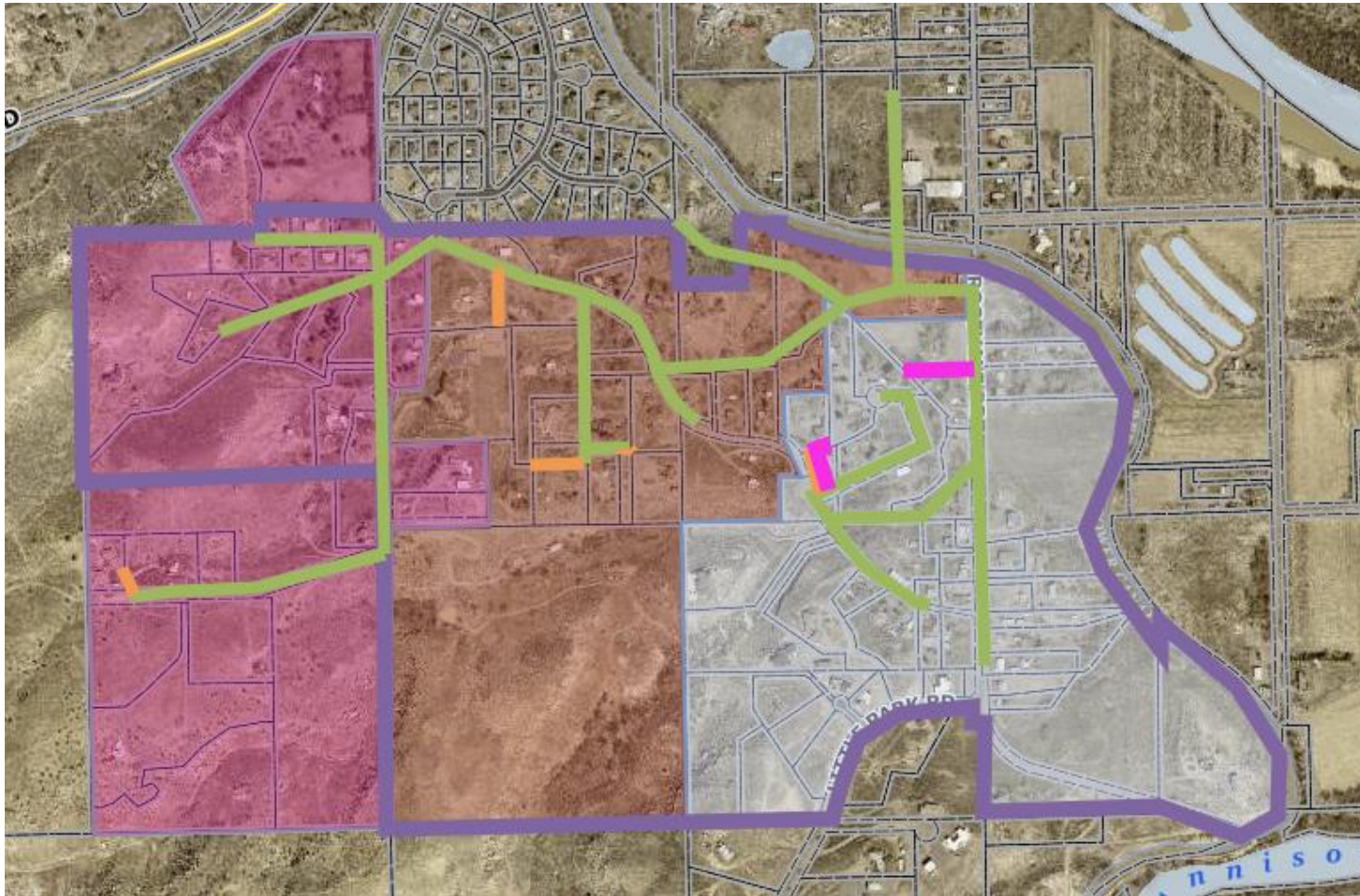
\_\_\_\_\_  
Date

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

Name & address of Subcontractor (Name, City, State)	Description of Service(s) to be performed	Est. Value and % of Service(s)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 Proposal 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 Proposal with any other Offeror or with any competitor.



Purple Outline: Original Sewer Improvement District Boundary (Extended to Include Properties within 201 Service Area Boundary)

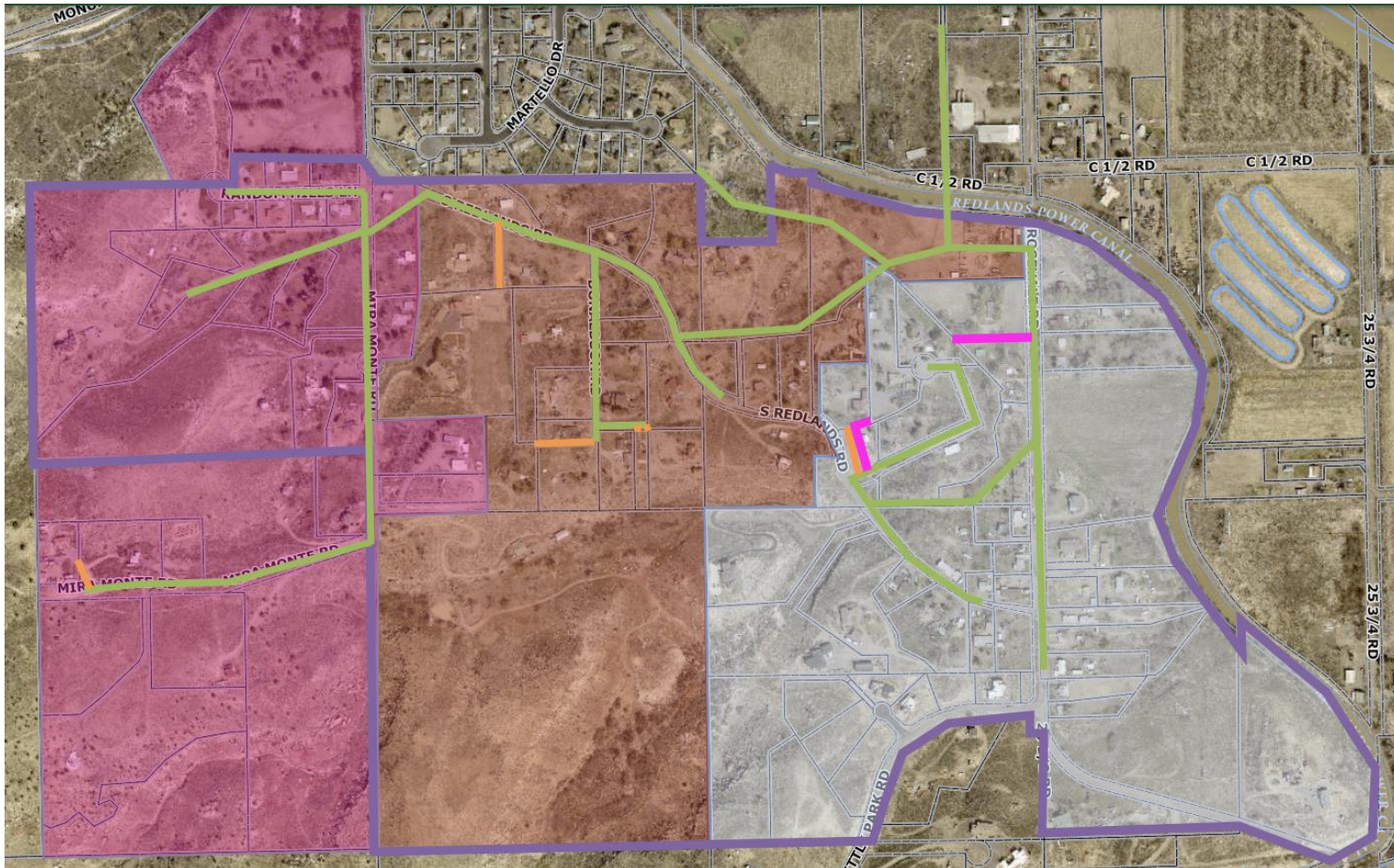
Green: Preliminary Sewer Layout

Orange: Easements Needed for Service Connections

Pink Lines: Potential Alternative Service Connection Easements

3 Subdistricts: Pink, Red, Blue





Purple Outline: Original Sewer Improvement District Boundary (Extended to Include Properties within 201 Service Area Boundary)

Green: Preliminary Sewer Layout

Orange: Easements Needed for Service Connections

Pink Lines: Potential Alternative Service Connection Easements

3 Subdistricts: Pink, Red, Blue



## ADDENDUM NO. 1

**Date:** April 24, 2024  
**From:** City of Grand Junction Purchasing Division  
**To:** All Offerors  
**RE:** Design of Sewer Improvement Districts, IFB-5425-24-KF

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

Please make note of the following clarifications:

1. **Q:** We have reviewed the Contract Terms provided in the RFP which include the following: Contract for up to three (3) additional one-year periods, subject to the City Council's allocation of the fiscal year funding. Any renewal shall maintain the original Contract terms and conditions and fees/rates. Will it be acceptable to provide a table of rates for 2024 and the potential 3 additional one-year periods (2025, 2026, 2027)? The table of rates would then be part of the original contract.

**A:** Firms should provide comprehensive rates, which may be categorized by position (e.g., Design Engineer I, II, III, IV). These rates will be applied uniformly throughout the contract. Any renewal option must adhere to the original contract terms, conditions, and rates. Should the awarded firm be unable to maintain rates, the City would then solicit services allowing all firms an opportunity to provide a proposal.

2. **Q:** Page 3, Section 1.0: Administrative Information & Conditions for Submittal, 1.1 ADA Compliance Mandate requires responses to follow Colorado HB21-1110, including Level A.A. conformity. Could you provide a reference document or link to the instructions?

**A:** Ensuring compliance with HB21-1110, Colorado Law for Persons with Disabilities [<https://leg.colorado.gov/bills/hb21-1110>] and its accessibility requirements is crucial for all proposals and deliverables. There are several online resources available to guide Colorado's accessibility laws and standards. Utilizing the Accessibility Checker in Microsoft Word is one example of ensuring accessibility.

Here are some useful links for reference:

- Colorado Governor's Office of Information Technology, Accessibility Law for Colorado State and Local Government [<https://oit.colorado.gov/accessibility-law>] has great information.



- Accessible PDFs and Documents  
[\[https://oit.colorado.gov/standards-policies-guides/guide-to-accessible-web-services/accessible-pdfs-and-documents\]](https://oit.colorado.gov/standards-policies-guides/guide-to-accessible-web-services/accessible-pdfs-and-documents)

3. **Q:** Page 6, Section 2.0: General Contract Terms and Conditions, 2.3 Permits, Fees, & Notices states the Firm shall secure and pay for all permits, governmental fees, and licenses necessary for the proper execution and completion of the Services. Can you clarify what fees the design Firm may expect to secure/pay for as part of these services?

**A:** The Firm will be expected to secure and pay for all costs associated with all items related to survey and design. This includes but is not limited to fees for licensed surveyors, drone licenses, records research, etc.

4. **Q:** Page 14: Section 4.0: Specifications/Scope of Services, 4.1 General Background references the 2020 Wastewater Basin Study Update. Could you provide this document?

**A:** Certainly, please access the following link, [[2020 Comprehensive Wastewater Basin Study Update](#)].

5. **Q:** What is the expected level of coordination effort with private homeowners?

**A:** The Firm will be expected to coordinate all Permission to Enter Property Forms.

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

All other conditions of the subject remain the same.

Respectfully,



Kathleen Franklin, Senior Buyer  
City of Grand Junction, Colorado

# Professional Civil Engineering Services for Design of Sewer Improvement Districts RFP-5425-24-KF

Response to Request for Proposal  
April 30<sup>th</sup>, 2024

Prepared for:



250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501  
Kathleen Franklin, Purchasing Agent  
[kathleenf@gjcity.org](mailto:kathleenf@gjcity.org)

Prepared by:



215 Pitkin, Unit 201  
Grand Junction, CO 81501  
Phone: (970) 241-4722  
[info@rccwest.com](mailto:info@rccwest.com)



April 30<sup>th</sup>, 2024

Kathleen Franklin, Purchasing Agent  
City of Grand Junction  
250 North 5<sup>th</sup> Street  
Grand Junction, Colorado 81501

RE: Response to the City of Grand Junction's Request for Proposal RFP-5425-24-KF  
Professional Civil Engineering Services: Design of Sewer Improvement Districts

Dear Ms. Franklin and Selection Committee Members,

River City Consultants (RCC) is pleased to submit the following response to your request for proposal to provide Professional Civil Design services associated with the Design of Sewer Improvement Districts as outlined in the RFP.

RCC is a local consulting firm offering all aspects of civil engineering and land surveying services. We have years of experience in the management and completion of projects requiring utility replacement, upgrades, and extension. We have reviewed the Scope of Work as presented in the RFP and believe we can provide the required services to the City in a timely and cost-efficient manner. We are very familiar with the City and other local/State agency requirements and with the local community. This knowledge will allow us to quickly assess project constraints and address them as appropriate.

RCC certifies (a) that this submittal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (b) that RCC has not directly or indirectly induced or solicited any other Offeror to put in a false or sham bid; (c) that RCC has not solicited or induced any other person, firm, or corporation from submitting a Statement of Qualifications; and (d) that RCC has not sought by collusion to obtain any advantage over any other Offerors or over the City of Grand Junction.

If you have any questions regarding this submittal, please contact me by phone (970) 241-4722 or by email at [jmace@rccwest.com](mailto:jmace@rccwest.com). We really look forward to this opportunity to expand our existing relationship with the City of Grand Junction.

Sincerely,

Jeffrey W. Mace, P.E.  
President  
[jmace@rccwest.com](mailto:jmace@rccwest.com)

Attachments

## Section 7.0. Solicitation Response Form

### RFP-5425-24-KF “Design of Sewer Improvement Districts”

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

---

*The City reserves the right to accept any portion of the services to be performed at its discretion.*

---

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

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

The undersigned Offeror accepts and agrees, under the *terms and conditions contained in this Request for Proposal*, that it is prepared, ready, and willing to perform and provide services as described in the attached Proposal if the same is accepted by the City.

The undersigned Offeror acknowledges the right of the City to reject any Proposal(s) submitted and to waive any informality(ies) and irregularity(ies) therein in the City’s sole discretion.

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

Prices in the Proposal have not knowingly been disclosed with another Offeror and will not be before award.

- Prices in the Proposal have been arrived at independently, without consultation, communication, or agreement to restrict competition.
- No attempt has been made nor will be to induce any other person or Firm to submit a proposal to restrict competition.
- The individual signing the Proposal certifies that it is a legal agent of the Firm, authorized to represent the Firm, and is legally responsible for the offer concerning supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax-exempt from Colorado Sales or Use Tax. Tax-exempt No. 98-903544. The undersigned certifies that no Federal, State, County, or Municipal tax will be added to the above-quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of N/A 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.

**RECEIPT OF ADDENDA:** The undersigned Firm acknowledges receipt of the Addenda to the Solicitation, Specifications, and other Contract Documents.

**State number of Addenda received:** 01

It is the responsibility of the Offeror to ensure all Addenda has been received and acknowledged.

Submit a letter signed by the entity Owner or a Statement of Authority delegating authority to act on behalf of the Offeror. Before executing a Contract, the Offeror is required to furnish a completed W-9 form.

River City Consultants, Inc.  
Company Name – (Typed or Printed)

  
Authorized Agent Signature

215 Pitkin Ave. #201  
Address of Offeror

Grand Junction, CO 81501  
City, State, and Zip Code

Jeffrey W. Mace, President  
Authorized Agent, Title – (Typed or Printed)

970-241-4722  
Telephone Number

jmace@rccwest.com  
E-mail Address of Agent

April 30, 2024  
Date

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

Name & address of Subcontractor (Name, City, State)	Description of Service(s) to be performed	Est. Value and % of Service(s)
N/A		

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 Proposal 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 Proposal with any other Offeror or with any competitor.



## C – QUALIFICATIONS/EXPERIENCE/CREDENTIALS

### Introduction

River City Consultants, rooted in the foundation of our community, has been serving Western Colorado and the City of Grand Junction for numerous years. Our continuing presence has allowed us to thoroughly understand the unique characteristics and challenges inherent to this region.

Over the years, we have cultivated an impressive portfolio of utility projects, demonstrating our commitment to enhancing the infrastructure that is vital to our city. Our dedicated team possesses a wealth of expertise, reinforced by strong relationships with local agencies and utility providers, ensuring our ability to execute the tasks outlined in the RFP with precision and efficiency.

At River City Consultants, we offer a comprehensive collection of services encompassing civil engineering, land surveying, project coordination, and utility locating. Our engineers and surveyors have over 100 years of collective consulting experience, we bring unmatched insight to every project.

With a dedicated commitment to excellence and innovation, River City Consultants stands ready to collaborate with the City of Grand Junction in advancing its sewer improvement districts to meet the evolving needs of our community.

### Qualifications of Our Team

As a team, we have reviewed the responsibilities outlined in the RFP and understand the importance of each aspect in ensuring the success of the sewer improvement districts project. With our collective experience and expertise in civil engineering, land surveying, project coordination, and utility design, we are well-prepared to undertake this project. From initial planning and assessment to design, implementation, and ongoing maintenance considerations, we have successfully navigated similar challenges in the past. Our team's comprehensive understanding of local regulations, codes, and best practices enables us to anticipate potential hurdles and proactively address them, minimizing delays and ensuring efficient project delivery. Furthermore, our track record of completing projects on time and within budget underscores our commitment to excellence and our ability to meet the expectations from the RFP as outlined below:

- *Conduct detailed surveys to capture topographic information critical for safety, drainage, elevations, right-of-way delineation, and accurate utility mapping.*
- *Execute Subsurface Utility Engineering (S.U.E.) Level of Detail assessments for existing utilities, collaborating closely with City staff to accurately locate utilities through potholing as necessary.*
- *Conduct a comprehensive inventory of existing conveyance features and structures to inform design decisions.*
- *Identify and mitigate potential conflicts with utilities, irrigation systems, and other infrastructure elements.*





### C – QUALIFICATIONS/EXPERIENCE/CREDENTIALS

- *Evaluate various alignment options and construction methods, offering recommendations for preferred alternatives based on feasibility and efficiency.*
- *Develop engineering designs to a finalized level, including a Construction Documents and an Engineers Opinion of Probable Cost (EOPC) as well as a detailed bid schedule.*
- *Implement thorough Quality Assurance Reviews throughout the design process, ensuring accuracy and compliance before submitting for City review, accompanied by comprehensive internal design review memoranda.*

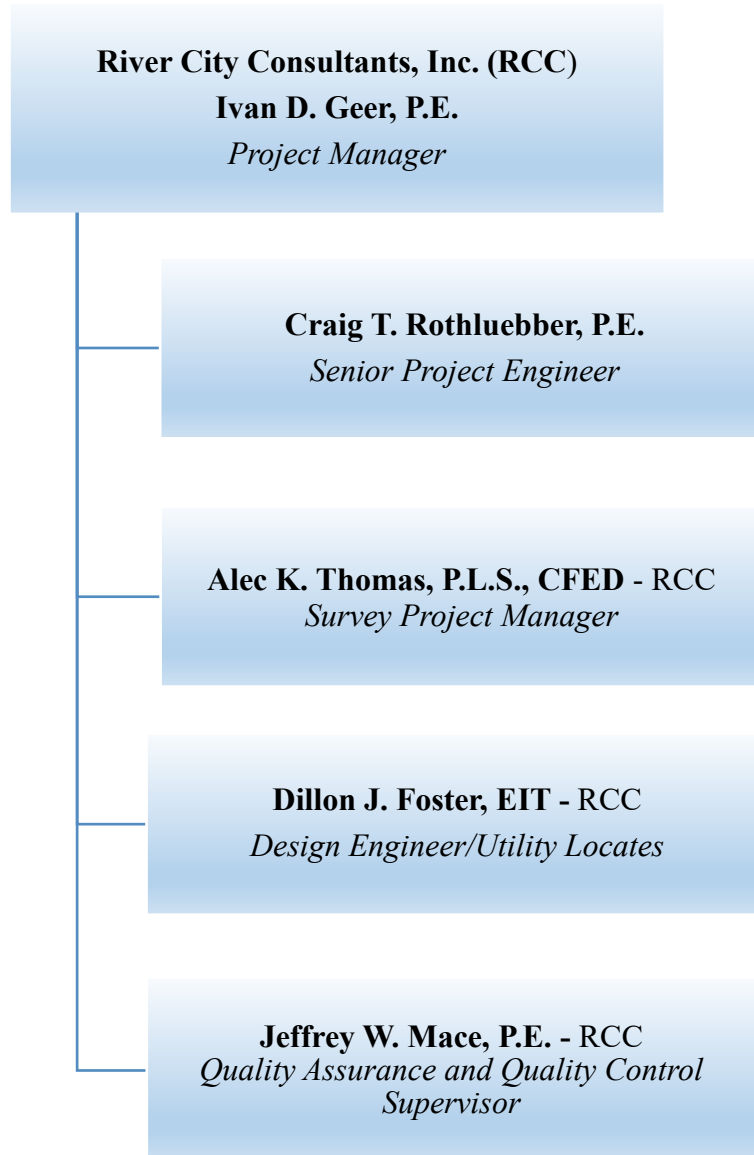
In summary, our team at River City Consultants is highly qualified and excited about the opportunity to collaborate with the City of Grand Junction on this project. With our extensive experience and expertise, we are fully prepared to take on the challenges outlined in the RFP and deliver outstanding results. Our past successes in projects of similar scope and nature serve as a testament to our capabilities and readiness to undertake this effort.

We understand the importance of this project to the community and are committed to ensuring its success. We are dedicated to leveraging our knowledge of the local landscape, regulations, and best practices to deliver solutions that meet and exceed the City's expectations. We look forward to the opportunity to work together with the City of Grand Junction and contribute to the development of its infrastructure for the benefit of the community.

The following information provides a more detailed explanation of your team's qualifications and readiness to work together with the City of Grand Junction, emphasizing past successes, commitment to excellence, and dedication to the project's success.



Organization Chart





## C – QUALIFICATIONS/EXPERIENCE/CREDENTIALS

### Identification of Key Personnel and Functions

#### River City Consultants, Inc.

- Ivan D. Geer, P.E. – Mr. Geer, as the Project Manager, will oversee all aspects of the project, ensuring its smooth execution from start to finish. In addition to his role as Project Manager, Mr. Geer will take charge of coordination with utilities and engaging stakeholders impacted by the project. Mr. Geer has experience that includes a collection of projects successfully completed in alignment with the City of Grand Junction's format and requirements.
- Craig Rothluebber, P.E. – Mr. Craig Rothluebber will be the Senior Project Engineer for the Design Phase. He has extensive experience in Public Improvement projects and will take the lead on engineering design. He is an experienced project manager and designer of numerous public infrastructure projects. Mr. Craig Rothluebber brings over 14 years of experience designing solutions for public and private projects.
- Alec Thomas, P.L.S., CFED – Mr. Thomas will be the Survey Project Manager for this project, bringing a wealth of expertise and experience in land surveying to the project. As a registered Professional Land Surveyor in Colorado since 2011, Mr. Thomas possesses a deep understanding of the local terrain, regulations, and surveying standards crucial for the successful performance of this project. With Mr. Thomas as Survey Project Manager, our team can rely on his extensive knowledge and leadership to ensure the accuracy and precision of surveying activities throughout the project lifecycle. His attention to detail, coupled with his ability to leverage advanced surveying technologies, will play a pivotal role in delivering high-quality survey data essential for informed decision-making and project success.
- Dillon Foster, EIT – Mr. Foster undertakes the role of Design Engineer within our team, bringing forth a wealth of expertise and dedication to the project. With a solid foundation in civil engineering, utility locating, and a passion for innovative design solutions, Dillon is prepared to make contributions toward the success of the project. Mr. Foster has applied his skills through years of experience in the field, demonstrating a keen understanding of engineering principles and best practices. His commitment to excellence is evident in his track record of delivering high-quality designs that meet and exceed client expectations. Dillon is also a trained utility locator and will provide utility locating services on this project.
- Jeffrey W. Mace, P.E. – Mr. Mace will be providing Quality Assurance and Quality Control (QA/QC) for this project, highlighting his commitment to ensuring the highest standards of excellence and precision throughout every phase of the project. With a wealth of experience as both a project manager and a designer of numerous utility projects, Mr. Mace brings a unique perspective and depth of knowledge to the QA/QC process. With Mr. Mace leading our QA/QC efforts, our team can proceed with confidence, knowing that every aspect of the project will undergo thorough examination and approval.



## Resumes

Ivan D. Geer, P.E.  
Principal/Professional Engineer



*Mr. Geer is one of the principals of River City Consultants. Mr. Geer has experience in engineering consulting (wastewater, water, infrastructure, and construction management), design/build, construction materials production, environmental compliance, mining, reclamation, land development, and operations management. In his career he has managed projects for clients and aggregate companies that have required working with numerous the governmental agencies in Western Colorado, including Mesa County and Colorado Department of Transportation, Grand Valley Rural Power, CenturyLink, and many others. More recently, Mr. Geer has managed several engineering design projects for public improvements for various public agencies including Mesa County, the City of Grand Junction, and Clifton Water. Relevant project experience includes:*

- **City of Grand Junction Sewer Improvement** – Project Manager. This project provided approximately ¼ mile of sewer to a development within city limits, providing 9 residents with city sewer connections. Existing utilities were analyzed and proposed sewer was routed/aligned to create a clear, concise, and constructable plan set for contractors.
- **E Road Phase 2A and 2B** – Project Manager/Construction Oversight and Client Contact for design of approximately one mile of safety improvements to E Road between Agape Way and 31 Road, including sidewalk. Mesa County Project
- **Cameo Roadway Improvements** – Assumed Project Manager/Construction Manager for Mesa County Road and Bridge upgrade project after retirement of previous principal. Project completed on time and on budget, including a road realignment and bridge crossing upgrade.
- **Fremont Street Multimodal Design Project** – RCC project manager providing drainage engineering and survey services for this project in the City of Fruita as a member of a Kimley-Horn consulting team. The project consisted of a new access located at Highway 6&50 for a future transportation capacity upgrade heading north.
- **Various Clifton Water Projects** – Project manager or principal-in-charge for several waterline upgrade projects including E Road, Front Street, Yolande Steet, Whitewater, and Holland Street.
- **Lorey Drive Upgrade** – Project manager for upgrade of existing City of Grand Junction Lorey Drive to address new development connecting to existing road and infrastructure. The design had significant challenges given the ad-hoc nature of old infrastructure, requiring creative grading solutions to accommodate safe travel of the existing roadway and access to new businesses.
- **Colorado Mesa University (CMU) Texas and Bunting Parking Lots** – Project Manager, Grand Junction, Colorado. Project manager and client contact for design of civil improvements on fast-track design and construction schedule to be completed before commencement of school.

Registrations: Professional Engineer – Colorado #35518

Education: Bachelor of Science *cum laude*–Civil Engineering, 1994, University of Notre Dame, South Bend, Indiana  
Post Graduate Studies, Environmental Engineering, Marquette University, Milwaukee, Wisconsin



**Craig T. Rothluebber, P.E.**  
**Sr. Project Engineer**

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*Mr. Rothluebber is a Senior Project Engineer of River City Consultants. He has been a lead engineer on a wide variety of projects throughout Colorado as well as nationwide. Mr. Rothluebber has compiled a multidisciplined engineering history including land development, site design, railway design, and hydrologic and hydraulic analysis/design. Selected relevant projects include:*

- **Canyon Creek Road Structure Replacement, Mesa County/Grand Junction, Colorado** – Design for approximately 0.4 miles of roadway to a standard Mesa County rural road paved prism section, refining the traffic movements at the three existing Cameo shooting range entrances and improving one atypical roadway intersection. A watershed and hydraulic analysis for replacing four 48-inch diameter CMP's will be required for this 0.4 mile section of roadway.
- **Great Western Industrial Park, Weld County, Windsor, Colorado** – due diligence reports, master plans, stormwater management, floodplain analysis and site development to assist in the marketing and development of the undeveloped areas of the industrial park. Floodplain Modification of the John Law Ditch – A Conditional Letter of Map Revision application for the lower John Law Ditch from Eastman Park Drive to the Cache La Poudre River based on new topography.
- **Union Pacific Railroad Milam to Gibbon, Second Main Track, Oregon** – Design of 2.5 miles of new track including a new 120-foot, single-span, through-plate girder (TPG) bridge and replacement of the existing mainline track bridge. The existing low-clearance bridge was located over a sensitive salmon breeding habitat that did not meet hydraulic criteria. A hydraulic analysis was completed using HEC-RAS to determine the replacement bridge and new 120-foot single-span bridge.
- **Hydrologic and Hydraulic Evaluation for Union Pacific Railroad, Second Main Track, Oregon** – open-ended contract with Union Pacific Railroad Company to provide hydrologic and hydraulic evaluations and environmental permitting assistance throughout the Central and Western United States. Each year we were tasked with 50-100 structure replacements throughout the region that required analysis and design of replacement structures due to aging infrastructure and emergency services.

Registrations: Professional Engineer – Colorado #51352

Education: Bachelor of Science in Civil Engineering, 2010, University of Nebraska, Omaha, Nebraska.



**Alec K. Thomas, P.L.S., CFED**  
**Professional Land Surveyor**



*Mr. Thomas, a Professional Land Surveyor, has nearly eighteen years of surveying experience. Licensed since 2011 Mr. Thomas is knowledgeable and skilled in boundary, design, and construction surveys, and has completed a variety of survey projects throughout Colorado. Alec is a Certified Federal Surveyor (CFedS), which is a designation he earned through a licensing program created by the federal government to assure cadastral boundary surveys are performed in accordance with Bureau of Land Management standards. Recent projects include:*

- **City of Grand Junction Sewer Improvement** – Survey Manager. This project provided approximately ¼ mile of sewer to a development within city limits, providing 9 residents with city sewer connections. Existing utilities were analyzed and proposed sewer was routed/aligned to create a clear, concise, and constructable plan set for contractors.
- **Grand Junction Regional Airport, The City of Grand Junction, CO** – Project surveyor for site design surveys on eight acres of existing airport buildings and paved ramps for an airport improvement project. This project included the establishment of a control network for future construction projects.
- **Xcel Energy Right-of-Way and Easement Surveys, Various Locations, Western CO** – Project surveyor for design surveys, alignment and corridor staking, ownership research, and preparation of right-of-way and easement documents for numerous and varied projects in Western Colorado including new and existing high-pressure gas lines, gas and electric distribution lines, and facilities and residential service easements.
- **Oil and Gas Survey Operations, Various Locations, Piceance and D.J. Basins** – Performed project coordination for Marathon Oil Co. on pipeline route surveys, cadastral boundary surveys for drill pad placement and construction. Facilitate data processing from field to finish per client specifications.
- **Bureau of Land Management, Western U.S.** – Survey technician on federal cadastral projects including resurveys to establish and subdivide townships and sections, original subdivisions of townships in the State of Alaska, Tribal land surveys for land exchanges.
- **Dependent Resurvey** – 3,000-acre ranch within State and federal lands to put forth by the Bureau of Land Management.

Registrations: Professional Land Surveyor – Colorado #38274; New Mexico #24164; Utah #11646904-2201  
Certified Federal Surveyor (CFedS) #1718

Education: Bachelor of Science in Surveying and Mapping (with a Minor in Mathematics), 2010, Metropolitan State College of Denver

Associations: Professional Land Surveyors of Colorado,  
Western Colorado Land Surveyors, a chapter of PLSC,  
National Society of Professional Surveyors





**Dillon Foster, E.I.T.**  
**Design Engineer**



*Mr. Foster is a design engineer for River City Consultants. He has been a design engineer and project manager on a variety of projects on the western slope of Colorado within the three years he has worked with River City Consultants. Mr. Foster has compiled a multidisciplinary engineering history including land development, site design, roadway design, and hydrology and hydraulic design. Selected relevant projects include:*

- **Rocky Mountain Elementary Sidewalk Project** – Lead Design Engineer, developing construction plans for a new sidewalk and intersection ramps adjacent to existing roadways along a commonly used corridor for students at Rocky Mountain Elementary School. Assisted in coordinating with contractors and other stakeholders throughout the project.
- **Grand Junction Colorado LDS Temple** – Lead Design Engineer, developing construction plans for all trails, sidewalks, and parking lots. Design of all underground utilities including hydraulic design of two underground storage systems working in tandem to capture developed runoff. Assistance in construction observation working directly with project managers and contractors.
- **Bella Mesa at Redlands Mesa Filing II** – Project Manager/Lead Design Engineer. This project encompassed the design of a cul-de-sac road, loop road, golf cart path, additional sidewalk and trails, underground utilities, and hydrologic/hydraulic analysis comparing existing and developed drainage.
- **Cofferdam at Eleven Mile State Park** – Cad Technician. This project was to design and create construction plans for a cofferdam around the boat ramp for Colorado Parks and Wildlife. The purpose of the project was to create a design where a contractor could pump lake water out of the boat ramp area for removal and replacement of ramp.
- **Redlands 360 Filing 1** – Design Engineer/Construction Oversight. This project is the first filing of Redlands 360 which consisted of assisting in preparing construction plans for roads, utilities, over-lot grading, and drainage. Master utility plans were evaluated throughout the process in preparation for future filings and development. Construction oversight throughout the construction is ongoing and weekly inspections and reports are provided.
- **City of Grand Junction Sewer Improvement** – Assistant Project Manager/Lead Design Engineer. This project provided approximately ¼ mile of sewer to a development within city limits, providing 9 residents with city sewer connections. Existing utilities were analyzed and proposed sewer was routed/aligned to create a clear, concise, and constructable plan set for contractors.

Registrations: Engineer in Training

Education: Bachelor of Science in Civil Engineering, 2021, University of Colorado in Partnership with Colorado Mesa University, Grand Junction, Colorado



**Jeffrey W. Mace, P.E.**  
**Principal/Professional Engineer**



*Mr. Mace is a principal and one of the founders of River City Consultants. He has been project manager and/or lead engineer on a wide variety of projects throughout Western Colorado as well as the Denver Metro area. Mr. Mace has compiled a multi-discipline engineering history including land development, site design, roadway design, hydrologic and hydraulic analysis/design, and structural design and evaluation. Selected relevant projects include:*

- **City of Grand Junction Sewer Improvement** – Quality Control Supervisor. This project provided approximately ¼ mile of sewer to a development within city limits, providing 9 residents with city sewer connections. Existing utilities were analyzed and proposed sewer was routed/aligned to create a clear, concise, and constructable plan set for contractors.
- **Lower Little Salt Wash Riverfront Trail Connection, Mesa County/Fruita, CO** – Project Manager for design services of a one-mile section of the City of Grand Junction Riverfront Trail System along Little Salt Wash. Developed horizontal and vertical alignments with crossings at I-70, the railroad, HWY 6 & 50, and the North Young Drain. Alignment challenges included following serpentine wash while maintaining safe travel and sight distance. Federal funding required CDOT review and coordination.
- **Highway 340 Sidewalk Improvements – Phase I, Mesa County, CO** – Project Engineer-QA/QC. The design for this project was initially awarded to another consulting firm that did not fulfill their obligation. RCC was retained to complete this project and provided survey and design services to improve the pedestrian corridor along the north side of State Highway 340 from approximately mile point 6.9 to 8.6 and mile point 9.5 to 10.8. The project was contained entirely within the CDOT right of way. Included were design services for the construction of curb, gutter, sidewalk and/or path, storm drainage system, and right of way plans. The right of way plans were produced in accordance with the CDOT survey manual. Construction of the project was partially funded with a State Grant. RCC performed construction management services in coordination with the local CDOT agency and CDOT requirements. Challenges included right of way constraints, grade issues, utility/irrigation constraints, and drainage considerations.
- **J.3 Road Improvements, Fruita, Mesa County, CO** – Project Manager. As a result of frequent pedestrian/auto conflicts in the vicinity of Fruita 8-9 and High Schools, we evaluated pedestrian movements and proposed alignments in order to maintain pedestrian safety while limiting impact on adjacent property owners, including drainage. The solution resulted in 2,200 LF of attached and detached pathway along with pedestrian crossings, signage, lighting, and drainage facilities. The attached portion required redesign of the existing street section. The detached portion was more advantageous with regards to cost, drainage, and separation of vehicular and pedestrian traffic. Surveying included design and control survey and base map preparation, ownership research, and assistance with right-of-way issues.

Registrations: Professional Engineer – Colorado #37343

Education: Bachelor of Science with Honors in Civil Engineering, 1996, University of Colorado, Denver, Colorado; Haestad Methods Certified Modeler for: *Water Surface Profiles, Detention Pond Systems*; Workshop on NFIP Community Rating System. Certified in HEC-RAS 2D Modeling





River City Consultants (RCC) has a long-standing presence in the City of Grand Junction, giving us a comprehensive understanding of its wastewater pipeline design and construction standards. This familiarity allows us to efficiently assess project needs and streamline the design process to meet the city's objectives while minimizing costs. Our flexible project approach ensures tasks are tailored to each project's requirements, guaranteeing success within the city's regulatory framework. With RCC, clients can expect projects to be completed on time, within budget, and in accordance with the city's standards, contributing to the community's advancement. Our project approach will include the following tasks on as-needed basis for specific projects:

1. Pre-design Field Review: For each project, we will conduct a preliminary field review to identify site constraints and evaluate potential solutions. Following this assessment, a concise memorandum containing site visit notes will be promptly submitted to the City.
2. Pre-design Meeting: Arrange a meeting with the City to discuss project requirements, potential options, specific constraints, and to identify stakeholders involved in design decisions. Following this discussion, submit a fee proposal for approval by the City.
3. Right of Entry and Property Owner Coordination: RCC has extensive experience coordinating right-of-entry, conducting public meetings, and working with landowners to communicate technical aspects of public improvements and associated benefits. These services will be scoped and provided if required on any task order/project.
4. Field Survey: If necessary, conduct a field survey to assess existing conditions within the project area, including utility locations and depths, and create a base map for design purposes. Alternatively, accept survey data from the City in AutoCAD compatible format.
5. Potholing/SUE: When required, we will collaborate with the City to conduct utility potholing, facilitating RCC's development of the SUE plan. This investigation is essential for engineering design and minimizing construction change orders.
6. Right-of-Way Survey: If needed, RCC has the capability to conduct a thorough right-of-way survey and prepare detailed exhibits for any necessary easements. This service ensures compliance with legal requirements and facilitates the establishment of clear boundaries, contributing to the smooth progression of the project.
7. Conceptual Design: In the event that the City has not finalized conceptual design plans, RCC will take the initiative to develop conceptual design plans for review and discussion. This crucial task aims to address any unresolved design considerations and establish a solid design foundation for the project.
8. Design Plans and Opinion of Costs: RCC will prepare design plan and profile sheets, complete with associated covers, notes, and detail sheets, adhering to City Standards. We will thoroughly compile and present a 30% and 90% plan set to the City for review,



**D – STRATEGY AND IMPLEMENTATION PLAN**

ensuring transparency and alignment with project objectives. These submissions will include a comprehensive quantity take-off and an Engineer's Opinion of Cost, derived from current award pricing provided by the City.

9. Contract Documents: Upon completion of the engineering process, RCC will furnish the City with a comprehensive final engineering plan set and bid tab, accompanied by an Opinion of Cost, all accurately formatted to meet the requirements for competitive bidding. These documents will be thoroughly prepared to ensure clarity, accuracy, and compliance with relevant standards and regulations. Our goal is to equip the City with the necessary tools to facilitate a seamless bidding process and secure the most valuable outcomes for the project.
10. Bid Assistance: RCC offers extensive bid assistance services to support the procurement process effectively. This includes conducting pre-bid site walk-throughs, actively participating in meetings, promptly addressing Requests for Information (RFIs), and issuing addenda as necessary to uphold the bid schedule. Our commitment to proactive engagement ensures that potential bidders are equipped with the information they need to submit competitive and accurate bids. We prioritize clear communication and responsiveness throughout the bidding phase to facilitate a streamlined and efficient process.
11. Quality Assurance/Control: RCC is committed to upholding the highest standards of quality in every aspect of our work. To ensure precision and reliability, we conduct thorough in-house quality checks on each task before delivering the final product to the City. This process serves as a safeguard, allowing us to identify and address any potential issues or discrepancies proactively. Bluebeam sessions will be utilized for both internal and external reviews to document the quality control progression. By prioritizing quality at every stage of the project, we strive to deliver outcomes that not only meet but exceed the expectations of the City to ensure the long-term success of the project. A copy of our detailed Quality Management Plan can be provided upon request.



## References

Please contact the following agency personnel for Professional references associated with numerous projects. See following page for project specific experience and associated references:

Kevin King, P.E.  
Mesa County Project Engineer  
200 S. Spruce Street  
Grand Junction, CO 81501  
970 244-1765  
[Kevin.king@mesacounty.us](mailto:Kevin.king@mesacounty.us)

Scott Mai, P.E.  
Mesa County Public Works Director  
200 S. Spruce Street  
Grand Junction, CO 81501  
970 244-1765  
[scott.mai@mesacounty.us](mailto:scott.mai@mesacounty.us)

Ken Haley  
Engineering Manager  
250 N. 5<sup>th</sup> Street  
Grand Junction CO 81501  
970-244-1506  
[kennethh@gjcity.com](mailto:kennethh@gjcity.com)

Sam Atkins  
Engineering Manager  
City of Fruita  
325 E. Aspen Ave  
Fruita, CO 81521  
[satkins@fruita.org](mailto:satkins@fruita.org)

**Additional references available on request.**

**River City has successfully completed numerous water and sewer line design projects, encompassing replacements and upgrades, in collaboration with both municipal agencies and private developers.**

**Additionally, our partnership with Mesa County, Ute Water, Clifton Water and Sanitation, positions us strategically in addressing adjacent or conflicting utilities. Below, we present samples of four projects. Further details regarding our project experience are available upon request.**



## Previous Project Experience

### Skyline Drive Sewer Main

The project consisted of the design of approximately 1,300 lineal feet of 8" sanitary sewer, 4 manholes, and 9 sanitary sewer service lateral connections for the City of Grand Junction. Project challenges included: working within existing easements and rights-of-way, working with numerous impacted property owners, working with numerous entities, utility conflicts, designing for minimal utility service outages.

**References:** **Ken Haley**, City of Grand Junction Public Works, 244 North 7<sup>th</sup> Street, Grand Junction, CO 81501 (970) 244-7147, [kenhaley@gjcity.com](mailto:kenhaley@gjcity.com)



### E Road Improvements 31 Road to Agape Way

The project was approximately one mile of street upgrade to a collector section, sidewalks, drainage, water, sewer and other improvements. The project included upgrade and replacement of water and sanitary sewer pipelines for Clifton Water District, Clifton Sanitation District and City of Grand Junction. Project challenges included: working within existing easements and rights-of-way, working with numerous impacted property owners, working with numerous entities, utility conflicts, designing for minimal utility service outages.

**References:** **Kevin King**, Mesa County, 200 S. Spruce Street, Grand Junction, CO 81501 (970) 244-7147, [kevin.king@mesacounty.us](mailto:kevin.king@mesacounty.us)

**David Reinertsen**, Clifton Water District, 510 34 Rd, Clifton, CO 81520 (970) 434-7328, [dreinertsen@cliftonwaterdistrict.org](mailto:dreinertsen@cliftonwaterdistrict.org)



### Clifton Water District Holland Street Watermain Upgrade Project 2022-007 (Holland and Steven Street, Dennis and Olga Avenue Watermain Upgrade)

The project included design plans and contract documents in accordance with Clifton Water District's (District) standards. Scope included approximately two thousand (2,000) feet of water line plan and profile, approximately 30 services, and three fire hydrants.

**Client:** **David Reinertsen**, Clifton Water District, 510 34 Rd, Clifton, CO 81520 (970) 434-7328, [dreinertsen@cliftonwaterdistrict.org](mailto:dreinertsen@cliftonwaterdistrict.org)

### Whitewater Transmission Line 2021

River City Consultants provided topographic surveying, geotechnical and utility investigations, professional engineering and design for 7,100 feet of 12" water transmission line and associated fittings, hydrants, and connections.

**Client:** **David Reinertsen**, Clifton Water District, 510 34 Rd, Clifton, CO 81520 (970) 434-7328, [dreinertsen@cliftonwaterdistrict.org](mailto:dreinertsen@cliftonwaterdistrict.org)



### Brookfield Off-site Sewer and Water Upgrades

River City provided survey, design and contract documents for approximately ½ mile of sewer and water main upgrades for the Brookfield Development on 21.5 Road. Water system upgrade was in accordance with Ute Water requirements and sewer main upgrade was in accordance with City of Grand junction requirements. Challenges included a congested utility corridor, coordination with existing residences, working with various entities.

**Client:** **Darin Carei**, Synergy Builders LLC, 1111 S. 7<sup>th</sup> Street, Grand Junction, CO 81501, (970) 234-0708, [dcarei@senergybuilders.com](mailto:dcarei@senergybuilders.com)







## FEE SCHEDULE

### LABOR

Principal	\$185.00/hr
Principal-Expert Witness	\$285.00/hr
Senior Professional Engineer	\$160.00/hr
Senior Professional Land Surveyor	\$165.00/hr
Design Engineer/Technical Lead	\$135.00/hr
Professional Land Surveyor	\$140.00/hr
Senior CADD/GIS Technician	\$103.00/hr
CADD Technician	\$93.00/hr
Project Coordinator / Planner	\$83.00/hr
Field Surveyor Boundary/Topo	\$150.00/hr
Field Surveyor Construction Staking	\$160.00/hr
Field Technician	\$93.00/hr
Utility Locator	\$98.00/hr
Engineering/Survey Intern	\$63.00/hr
Clerical	\$47.00/hr

### MISCELLANEOUS

Reproduction	
Paper	\$0.25/sf
Mylar	\$15.00/sheet
Vehicle mileage (based on current IRS Mileage Rate)	
Recorded Document Research	Cost
Materials	Cost + 10%
Rental equipment	Cost + 10%

Third party charges will be passed through to the client at invoice plus 10% for handling.

A late charge of 1.5% per month (18% annual) will be added to any unpaid invoice after 30 days.



**Legal Proceedings/Lawsuits:**

River City Consultants LLC has not had any involvement in legal proceedings, and or lawsuits, in the last 3 years.

River City Consultants LLC has no current or pending legal proceedings, and or lawsuits.



ADDENDUM NO. 1

**Date:** April 24, 2024  
**From:** City of Grand Junction Purchasing Division  
**To:** All Offerors  
**RE:** Design of Sewer Improvement Districts, IFB-5425-24-KF

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

Please make note of the following clarifications:

1. **Q:** We have reviewed the Contract Terms provided in the RFP which include the following: Contract for up to three (3) additional one-year periods, subject to the City Council's allocation of the fiscal year funding. Any renewal shall maintain the original Contract terms and conditions and fees/rates. Will it be acceptable to provide a table of rates for 2024 and the potential 3 additional one-year periods (2025, 2026, 2027)? The table of rates would then be part of the original contract.

**A:** Firms should provide comprehensive rates, which may be categorized by position (e.g., Design Engineer I, II, III, IV). These rates will be applied uniformly throughout the contract. Any renewal option must adhere to the original contract terms, conditions, and rates. Should the awarded firm be unable to maintain rates, the City would then solicit services allowing all firms an opportunity to provide a proposal.

2. **Q:** Page 3, Section 1.0: Administrative Information & Conditions for Submittal, 1.1 ADA Compliance Mandate requires responses to follow Colorado HB21-1110, including Level A.A. conformity. Could you provide a reference document or link to the instructions?

**A:** Ensuring compliance with HB21-1110, Colorado Law for Persons with Disabilities [<https://leg.colorado.gov/bills/hb21-1110>] and its accessibility requirements is crucial for all proposals and deliverables. There are several online resources available to guide Colorado's accessibility laws and standards. Utilizing the Accessibility Checker in Microsoft Word is one example of ensuring accessibility.

Here are some useful links for reference:

- Colorado Governor's Office of Information Technology, Accessibility Law for Colorado State and Local Government [<https://oit.colorado.gov/accessibility-law>] has great information.

*awm*



- Accessible PDFs and Documents

[\[https://oit.colorado.gov/standards-policies-guides/guide-to-accessible-web-services/accessible-pdfs-and-documents\]](https://oit.colorado.gov/standards-policies-guides/guide-to-accessible-web-services/accessible-pdfs-and-documents)

3. **Q:** Page 6, Section 2.0: General Contract Terms and Conditions, 2.3 Permits, Fees, & Notices states the Firm shall secure and pay for all permits, governmental fees, and licenses necessary for the proper execution and completion of the Services. Can you clarify what fees the design Firm may expect to secure/pay for as part of these services?

**A:** The Firm will be expected to secure and pay for all costs associated with all items related to survey and design. This includes but is not limited to fees for licensed surveyors, drone licenses, records research, etc.

4. **Q:** Page 14: Section 4.0: Specifications/Scope of Services, 4.1 General Background references the 2020 Wastewater Basin Study Update. Could you provide this document?

**A:** Certainly, please access the following link, [\[2020 Comprehensive Wastewater Basin Study Update\]](#).

5. **Q:** What is the expected level of coordination effort with private homeowners?

**A:** The Firm will be expected to coordinate all Permission to Enter Property Forms.

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

All other conditions of the subject remain the same.

Respectfully,



Kathleen Franklin, Senior Buyer  
City of Grand Junction, Colorado



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/10/2024

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

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

<b>PRODUCER</b> Home Loan & Investment Company 205 North 4th Street Grand Junction, CO 81501	<b>CONTACT NAME:</b> Katie Sweet <b>PHONE (A/C, No, Ext):</b> (970) 254-0864 <b>FAX (A/C, No):</b> (970) 243-3914 <b>E-MAIL ADDRESS:</b> katies@hlic.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b>  River City Consultants, Inc., dba American Utility Specialists 215 Pitkin Ave, Unit 201 Grand Junction, CO 81501	<b>INSURER A :</b> Ohio Security Insurance Company <b>NAIC #</b> 24082
	<b>INSURER B :</b> Ohio Casualty Group <b>24074</b>
	<b>INSURER C :</b> Pinnacol Assurance <b>41190</b>
	<b>INSURER D :</b> Lloyds of London Underwriters
	<b>INSURER E :</b> CFC Underwriting LTD
	<b>INSURER F :</b>


**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		BKS55519324	11/28/2023	11/28/2024	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		BAS55519324	11/28/2023	11/28/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO55519324	11/28/2023	11/28/2024	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
							\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below			4108904	10/1/2023	10/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab (C)			PLC0211001	11/28/2023	11/28/2024	Professional 2,000,000
E	Cyber Liability			ESM0039832756	12/5/2023	12/5/2024	Cyber 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Project: Design of Sewer Improvement Districts (RFP-5374-24-KF)

The City of Grand Junction, its elected and appointed Officials, employees, and volunteers are Additional Insureds with regard to General Liability and Auto Liability where required by written contract on a primary and noncontributory basis.

<b>CERTIFICATE HOLDER</b>  City of Grand Junction 250 N. 5th St. Grand Junction, CO 81501	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

If the policy to which this endorsement is attached also contains a Business Auto Coverage Enhancement Endorsement with a specific state named in the title, this endorsement does not apply to vehicles garaged in that specified state.

**COVERAGE INDEX**

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**SECTION I - COVERED AUTOS** is amended as follows:

**1. TRAILERS - INCREASED LOAD CAPACITY**

The following replaces Paragraph **C.1. Certain Trailers, Mobile Equipment And Temporary Substitute Autos** of **SECTION I - COVERED AUTOS**:

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

**SECTION II - LIABILITY COVERAGE** is amended as follows:

**2. NEWLY FORMED OR ACQUIRED SUBSIDIARIES**

**SECTION II - LIABILITY COVERAGE**, Paragraph **A.1. - Who Is An Insured** is amended to include the following as an "insured":

- d. Any legally incorporated subsidiary of which you own more than 50 percent interest during the policy period. Coverage is afforded only for 90 days from the date of acquisition or formation. However, "insured" does not include any organization that:
  - (1) Is a partnership or joint venture; or
  - (2) Is an "insured" under any other automobile policy except a policy written specifically to apply in excess of this policy; or
  - (3) Has exhausted its Limit of Insurance or had its policy terminated under any other automobile policy.

Coverage under this provision d. does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

**3. EMPLOYEES AS INSURED**

**SECTION II - LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** is amended to include the following as an "insured":

- e. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- f. Any "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

**4. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT**

**SECTION II - LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** is amended to include the following as an "insured":

- g. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, written agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or written agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit.

The "insured" is required to submit a claim to any other insurer to which coverage could apply for defense and indemnity. Unless the "insured" has agreed in writing to primary noncontributory wording per enhancement number 24, this policy is excess over any other collectible insurance.

**5. SUPPLEMENTARY PAYMENTS**

**SECTION II - LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments**, Paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations ) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

## 6. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow "employees" are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

**SECTION II - LIABILITY, Exclusion B.5. Fellow Employee** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire if you have workers compensation insurance in force for all of your "employees" at the time of "loss".

This coverage is excess over any other collectible insurance.

**SECTION III - PHYSICAL DAMAGE COVERAGE** is amended as follows:

## 7. HIRED AUTO PHYSICAL DAMAGE

Paragraph **A.4. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE**, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or
- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business, subject to the following limit and deductible:
  - a. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
    - (1) \$50,000; or
    - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
    - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
  - b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
  - c. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
  - d. Subject to a maximum of \$1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
  - e. This coverage extension does not apply to:
    - (1) Any "auto" that is hired, rented or borrowed with a driver; or
    - (2) Any "auto" that is hired, rented or borrowed from your "employee" or any member of your "employee's" household.

Coverage provided under this extension is excess over any other collectible insurance available at the time of "loss".

## 8. TOWING AND LABOR

**SECTION III - PHYSICAL DAMAGE COVERAGE**, Paragraph **A.2. Towing**, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$75 per disablement.
- b. For "light trucks", we will pay up to \$75 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.



## 9. PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph **A.4.a. Coverage Extensions, Transportation Expenses** of **SECTION III - PHYSICAL DAMAGE COVERAGE**, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500.

## 10. RENTAL REIMBURSEMENT

**SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage**, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement requires the rental of a comparable or lesser vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto". This limit is excess over any other collectible insurance.
- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph **4. Coverage Extension**.
- f. No deductible applies to this coverage.
- g. The insurance provided under this extension is excess over any other collectible insurance.

If this policy also provides Rental Reimbursement Coverage you purchased, the coverage provided by this Enhancement Endorsement is in addition to the coverage you purchased.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision **12.B**.

## 11. EXTRA EXPENSE - BROADENED COVERAGE

Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage**, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

## 12. PERSONAL EFFECTS COVERAGE

**A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage**, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

**B. SECTION V - DEFINITIONS** is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an "insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

## 13. ACCIDENTAL AIRBAG DEPLOYMENT

**SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions** is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

#### 14. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM

**SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible**, is amended by adding the following:

Any Comprehensive Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global position device and that device was the method of recovery of the vehicle.

#### 15. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

**SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions**, Paragraph **a.** of the exception to exclusions **4.c.** and **4.d.** is deleted and replaced with the following:

Exclusions **4.c.** and **4.d.** do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is:
  - (1) Permanently installed in the covered "auto" at the time of the "loss" or removable from a housing unit that is permanently installed in the covered "auto"; and
  - (2) Designed to be solely operated by use from the power from the "auto's" electrical system; and
  - (3) Physical damage coverages are provided for the covered "auto".

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

#### 16. LOAN / LEASE GAP COVERAGE (Not Applicable In New York)

**A. Paragraph C. Limit Of Insurance** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
  - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss";
  - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear;
  - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
  - d. Transfer or rollover balances from previous loans or leases;
  - e. Final payment due under a "Balloon Loan";
  - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto";
  - g. Security deposits not refunded by a lessor;
  - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto";
  - i. Any amount representing taxes;
  - j. Loan or lease termination fees; or
2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

#### **B. Additional Conditions**

This coverage applies only to the original loan for which the covered "auto" that incurred the "loss" serves as collateral, or lease written on the covered "auto" that incurred the "loss".



**C. SECTION V - DEFINITIONS** is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

**17. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Paragraph **D. Deductible** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**18. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)**

Paragraph **D. Deductible** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

**19. TWO OR MORE DEDUCTIBLES**

Under **SECTION III - PHYSICAL DAMAGE COVERAGE**, if two or more company policies or coverage forms apply to the same "accident", the following applies to Paragraph **D. Deductible**:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible, it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the "loss" involves two or more Business Auto coverage forms or policies, the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement, company means any company that is part of the Liberty Mutual Group.

**SECTION IV - BUSINESS AUTO CONDITIONS** is amended as follows:

**20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

**SECTION IV- BUSINESS AUTO CONDITIONS**, Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

**21. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS**

**SECTION IV - BUSINESS AUTO CONDITIONS**, Paragraph **A.2.a.** is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
- (1) You, if you are an individual;
  - (2) A partner, if you are a partnership;
  - (3) Member, if you are a limited liability company;
  - (4) An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (a) How, when and where the "accident" or "loss" took place;
- (b) The "insureds" name and address; and
- (c) The names and addresses of any injured persons and witnesses.

**22. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

**SECTION IV - BUSINESS AUTO CONDITIONS**, Paragraph **A.5. Transfer Of Rights Of Recovery Against Others To Us**, is amended by the addition of the following:

If the person or organization has in a written agreement waived those rights before an "accident" or "loss", our rights are waived also.

**23. HIRED AUTO COVERAGE TERRITORY**

**SECTION IV - BUSINESS AUTO CONDITIONS**, Paragraph **B.7. Policy Period, Coverage Territory**, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the "insured's" responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

**24. PRIMARY AND NON-CONTRIBUTING IF REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT**

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, General Conditions, B.5. Other Insurance** and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

**SECTION V - DEFINITIONS** is amended as follows:

**25. BODILY INJURY REDEFINED**

Under **SECTION V - DEFINITIONS**, Definition **C.** is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

#### A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

#### B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
  - (a) Less than 52 feet long; and
  - (b) Not being used to carry persons or property for a charge.

#### C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

#### D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:
  - a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

    - (i) Premises rented to you for a period of 7 or fewer consecutive days; or
    - (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance.**

2. Paragraph **6.** under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

- a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:

**9.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, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

#### **E. MEDICAL PAYMENTS EXTENSION**

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I - Coverage C - Medical Payments**, Subparagraph **(b)** of Paragraph **a.** is replaced by the following:

- (b)** The expenses are incurred and reported within three years of the date of the accident; and

#### **F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**

1. Under **Supplementary Payments - Coverages A and B**, Paragraph **1.b.** is replaced by the following:

- b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$500** a day because of time off from work.

#### **G. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT**

1. Paragraph **2.** under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

- a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
  - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
  - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
  - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
    - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
    - (b) The construction, erection, or removal of elevators; or
    - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions**.

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2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "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:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

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", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:
  - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. **Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.



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**b.** The following is added to Paragraph **b. Excess Insurance**:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

**I. ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

**1.** The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim or Suit**:

An additional insured under this endorsement will as soon as practicable:

- a.** Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b.** Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c.** Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d.** We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

**2.** The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE  
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph **2.a.(1)** of **Section II - Who Is An Insured** is replaced with the following:

**(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), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1) (a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1) (a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph **(d)**) does not apply.

Paragraphs **(a)** and **(b)** above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and

advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

**K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES**

Paragraph 3. of Section II - Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, 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 expiration of the policy period in which the entity was acquired or formed by you;
  - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
  - d. Records and descriptions of operations must be maintained by the first Named Insured.

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 or qualifies as an insured under this provision.

**L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES**

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 6. Representations:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

**M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 2. Duties In The Event of Occurrence, Offense, Claim Or Suit:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of Section II - Who Is An Insured or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

**N. LIBERALIZATION CLAUSE**

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

**O. BODILY INJURY REDEFINED**

Under Section V - Definitions, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.



**P. EXTENDED PROPERTY DAMAGE**

**Exclusion a. of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

**a. Expected Or Intended Injury**

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

**Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU**

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONSTRUCTION PROJECT(S) - GENERAL AGGREGATE LIMIT (PER PROJECT)

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

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- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A - Bodily Injury And Property Damage Liability**, and for all medical expenses caused by accidents under **Section I - Coverage C Medical Payments**, which can be attributed only to ongoing operations at a single construction project away from premises owned by or rented to you:
1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations .
  2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.
  4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A - Bodily Injury And Property Damage Liability**, and for all medical expenses caused by accidents under **Section I - Coverage C Medical Payments**, which cannot be attributed only to ongoing operations at a single construction project away from premises owned by or rented to you:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.
- D.** If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of **Section III - Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply.