



**Purchase Order
No. 2024-00000443**

DATE 08/16/2024

Ph. (970) 244-1513

Fax

Ship To
City of Grand Junction
Community Development
250 N. 5th St., Suite 142
GRAND JUNCTION, CO 81501

Bill To
City of Grand Junction
Community Development
250 N. 5th St., Suite 142
GRAND JUNCTION, CO 81501

Vendor
VENDOR NO. 10711
Baker Tilly Advisory Group, LP
PO Box 7398
Madison, WI 53707-7398
Phone: (608) 240-2305

PAGE 1 of 1
SHIP VIA
DELIVER BY
FREIGHT TERMS
Payment Terms: Net 30 Days
Buyer Name: Kathleen Franklin
Buyer Email: kathleenf@gjcity.org

Award for RFP-5452-24-KF

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Lump Sum	CONTRACT SERVICES 100-310-010.7410_07 - Contract Svcs_Consultant 49,990.00 ZDOLA-LPC24	49,990.0000	\$49,990.00
PURCHASE ORDER TOTAL				\$49,990.00

Special Instructions: PURCHASE ORDER No. MUST APPEAR ON ALL INVOICES, SHIPPERS, PACKAGES, CORRESPONDENCE
Tax Exempt No. 98-03544

By: 



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT was made and entered into this 16th day of August, 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 Baker Tilly Advisory Group, LP, hereinafter in the Contract Documents referred to as the "Firm."

WITNESSETH:

WHEREAS the Owner advertised that sealed Proposals would be received for furnishing all that is required for the provision of the Service(s) required for the Project described by the Contract Documents and known as the Professional Services Consultant to Evaluate the Development Review Process to Provide Expedited Review for Affordable Housing RFP-5254-24-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 Service(s) specified under the 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, and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the "Contract," and all of said instruments, and documents taken together as a whole constitute the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

The hierarchy of contract document governance shall be as follows:

- a. The body of this Contract Agreement;
b. Negotiated Terms and Conditions/Scope of Service(s);
c. Solicitation Documents for the Project, including all Addenda: Professional Services Consultant to Evaluate the Development Review Process to Provide Expedited Review for Affordable Housing (RFP-5452-24-KF);
d. Firm's Response to the Solicitation;

- e. Service Change Requests (directing changes to the service(s) to be performed);
- f. Change Orders;
- g. 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 Service(s): The Firm agrees to furnish all professional fees, administration, labor costs, support, targeted outreach, interviews, meetings, travel, reports, technology usage, data collection, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Service(s) described, set forth, shown, and included in the Contract Documents as indicated in the Solicitation Documents.

ARTICLE 4

Contract Time: Time is of the essence for this Contract. The Firm hereby agrees to commence Service(s) under this Contract on the date this Contract is fully executed and to achieve completion of the Project within the time or times specified in the Firm's proposal.

ARTICLE 5

Contract Price and Payment Procedures: The Firm shall accept as full and complete compensation for the performance and completion of all the Service(s) specified in the Contract Documents, the Not-to-Exceed amount of **Forty-Nine Thousand Nine Hundred Ninety and 00/100 Dollars (\$49,990.00)**. 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 Service(s) to be performed, which will cause the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides the Firm written assurance that lawful appropriations to cover the costs of the additional service(s) have been made.

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

ARTICLE 6

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 7

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.
9F789E7D50F14BC...

Duane Hoff Jr., Contract Administrator

8/19/2024

Date

Baker Tilly Advisory Group, LP

Signed by:
By: Caitlin Humrickhouse
100EE1A31D5A420...

Caitlin Humrickhouse, Principal

8/19/2024

Date



Negotiated Terms and Conditions

- 2.10. Assignment:** The Firm shall not sell, assign, transfer, or convey the Contract resulting from this RFP, in whole or in part, without obtaining prior written approval from the Owner. Approval will only be granted if the subsequent Firm can provide the same Services, maintaining the agreed-upon contract price, quality of work, and timeline for completion. Additionally, the Firm must communicate any such changes to the Owner to ensure continuity and adherence to the original contract terms.
- 2.13. Confidentiality:** Except to the extent required by law or any legal or regulatory authority of competent jurisdiction, neither Party shall at any time disclose confidential information relating to either Party or make any use of such information other than to the extent necessary for exercising or performing its rights and obligations under this agreement. Any information that the Offeror and/or Firm deems necessary to disclose to third parties must receive prior approval from the Owner.
- 2.25. Indemnification:** The Firm shall defend, indemnify, and hold harmless the Owner and its employees or authorized representatives from and against all third-party liability, suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses caused by any negligence or willful misconduct of the Firm, its employees, authorized representatives, or anyone acting under the direction or control or on its behalf in the execution of, or performance under, the Contract.

Notwithstanding the foregoing, the Owner hereby releases the Firm, its subsidiaries, and its present or former partners, principals, employees, officers, and agents from, and acknowledges that such parties shall not be required to indemnify the Owner and its employees or authorized representatives against, any costs, fees, expenses, damages, and liabilities (including attorneys' fees and all defense costs) relating to or arising as a result of the acts or omissions of Owner or any and its employees or authorized representatives.

- 2.26. Ownership:** All documents, plans, concepts, and work prepared under the Contract, created by the Firm for this Service, shall become the property of the Owner. All information furnished by the Owner is and shall remain the Owner's property. Exempt from this is the "Firm's Knowledge" which is defined as the Firm's proprietary programs, modules, products, inventions, and all copyright, patent, trademark, and other intellectual property rights related thereto.

Strategy and implementation plan

We blend our experience and understanding of the development review process and affordable housing with technology to deliver quality and insights. Our development review methods unravel the complexities of public sector regulations and procedures to reveal opportunities for increased organizational effectiveness.

Development review process

The development review process is a highly visible and complex function of a city. The significant resources the private sector devotes to develop property requires a particular sensitivity to the time and quality of the city's review work for both residential and commercial developments. Finding a balance between the public policy and legal requirements of such work, and the need for frequent users of the development review process to feel they are well-served by it, is the challenge faced by cities across the country.

Baker Tilly has extensive experience assisting local governments in optimizing their development review processes. We are focused on results and have a bias for action. This focus is especially important when reviewing the components of a business process as complex as development review, with its many discrete functions in different city departments.

We propose to conduct a comprehensive review of development-related processes from pre-application to final approval using a proven methodology to address issues throughout the distinct phases of the process, including pre-application, intake and customer service, plans review, permitting, and project close out. Our approach goes beyond diagnosis and study to include a focused decision-making and implementation process, so the desired improvements become part of the city's adopted business procedures.

The scope and pace of development requires a system for review that meets the needs of developers, protects the interests of residents and engages employees from multiple divisions and departments in efficient workflow and communication procedures. Additionally, the City has a goal of creating a review process that ensures an expedited review and adherence to established review timelines associated with the production of affordable housing in the City. Baker Tilly has prepared the following scope of work to achieve the objectives of involving internal and external review agencies, examine staffing levels, assess application submittal quality and identify an approach to expedite permits and inspection that will support the development of new rental and for sale affordable housing units.

Proposed work plan

Activity 1 — Project initiation

Baker Tilly begins this project by meeting with the key staff to finalize our proposed scope of work and schedule. During this initial meeting we will want to discuss the business concerns giving rise to the project. In this way, the work plan and schedule can be tailored, applying sensitivity to City staff's needs and circumstances.

STRATEGY AND IMPLEMENTATION PLAN

The project startup activity forms the foundation of our relationship with the City and provides a setting for Grand Junction's project team and Baker Tilly's team members to meet and discuss relevant background information about the project. We will confirm the project activities, staff and stakeholder interview schedule and locations, project deliverables and due dates to ensure the project is completed on time and on budget.

We understand that the work associated with this project is in addition to the normal work of the City in general and the staff who carry out development-related activities. Our goal is to integrate our work activities in a manner that is thoughtful, thereby minimizing disruption to the divisions that are the focus of this effort.

Activity 2 — Gather data, begin analysis and create process maps

We begin by learning how the City currently operates and understanding the history and nature of the work arrangements in place. We will conduct interviews with key leaders in the planning department, as well as public works, redevelopment, utilities and any others, as designated by the project manager. We usually also interview the City Manager and other executives to understand their views about what is working well and improvements that they think are necessary. The purpose of the interviews is to:

- Learn about the structure, staffing and work systems
- Understand strengths and weaknesses of each department in the development processes
- Hear feedback about existing technology
- Understand the current culture surrounding development services
- Hear ideas for improving communication and service integration and ways to eliminate redundancy and unnecessary process steps

We will also interview City staff members who provide support to the development review process in areas such as information technology and geographic information systems. The interviews help our team members understand what is working well and what could be improved.

We will supplement information gathered during staff interviews by reviewing workflow and workload data as available to identify redundancies, process flow bottlenecks, inefficiencies in communication and the use of staff, technology and other resources key to completing the review. We will review the City's development codes, forms, process documents, policies and procedures, and reports. We will assess the organizational structure to look for opportunities to improve efficiency. Additionally, we will supplement our analysis with applicable industry best practices based on our expertise and knowledge as a national firm.

Baker Tilly will develop two workflow maps of the business process for development projects with and without a land subdivision request. We will involve representatives from the various departments and divisions to get a complete picture of how work is done. Doing so will provide useful insight about staff functions, tasks and relationships used in the processes and will identify redundancies, workflow bottlenecks, inefficiencies in communication and how staff, technology and other resources are used to assist development review customers. We will provide drafts of the process maps to City staff for feedback and validation. We will be interested in hearing about adjustments to ensure they reflect current processes.

As we develop the maps, we will also discuss existing tools and technology used in customer service functions and intra-department interfaces. We will also take time to explore and attempt to identify the root causes of specific issues of concern/pain points to better understand key observations that emerge from the interviews.

STRATEGY AND IMPLEMENTATION PLAN

Activity 3 — Conduct interviews with development process applicants and stakeholders

Since a large part of development review is customer service work, we will want to meet individually with a representative sampling of the local developer community who fit one or more of the following characteristics to learn their perceptions about what they see as opportunities for improvement:

- Large developer/contractor
- Small developer/contractor
- First time applicant/contractor
- Architect/engineer
- Experienced residential developer/contractor
- Experienced commercial developer/contractor/permit expediter

We will solicit their input about aspects of the process that work well, communication and areas for improvement. While the interviews are confidential, we will prepare a summary of the key themes and opportunities for improvement at the conclusion of this activity for review with you.

We will compare and analyze the information from Activities 2 and 3 and conduct the appropriate follow-up to gather additional information and resolve conflicting information, as needed. During Activity 4, the Baker Tilly team will begin the process of identifying significant issues and opportunities for improvement.

Activity 4 — Conduct analysis and report results

Baker Tilly team members will analyze the information collected during the previous activities. We will assess the issues and themes identified from our interviews with Grand Junction staff and stakeholders, and compare current operations, workflow and the use of technology with best practices and the City's goal of an expedited approach for new developments that meet the affordable housing definition and thresholds polices included in Resolutions 48-22 and 97-22.

As we examine what we have learned and documented through the process maps, we will identify the elements of an improved development review business process, including effective communications and use of technology. We will outline a detailed draft approach for expediting application submission and intake, plans review, and permitting for eligible affordable housing projects.

Baker Tilly will prepare a comprehensive draft report containing our observations and preliminary recommendations to include the following:

- Analysis of current development review processes and process maps
- Analysis of technology and software used to support existing review, permitting, inspection and payment functions
- Analysis of current organization and staffing for development review intake and processing
- Recommendations for improvements
 - Overall development process enhancements
 - Draft expedited review process for applications meeting the affordable housing threshold
 - Proposed organization chart and staffing for expedited affordable housing review

We will review the draft report with the project team for feedback on the recommendations and to identify any potential barriers to implementation. The completed project report will be presented to City employees, stakeholders and Planning Commission (if requested by the project manager) via Microsoft Teams or Zoom.

STRATEGY AND IMPLEMENTATION PLAN

Activity 5 — Assist with implementation

Baker Tilly will prepare a draft implementation action plan. The draft implementation action plan will include suggested priorities and assigned responsibility for each of the recommendations. The action plan is designed to be an executable plan of work that is used to track the specific recommendations identified in the project report.

Optional activity — Conduct post-plan progress checkup

In a perfect world, City staff could devote all their time to making the process improvements contained in the implementation action plan. But as consultants who have worked in local government for many years, we understand the many responsibilities competing for the time and attention of your staff.

We also want to make sure that this project leads to real change and actualized benefit. Therefore, we can plan a structured process checkup six months after the action plan is finalized to assess how implementation is proceeding and whether fine-tuning adjustments to the plan are needed. This will enable us to address any of the more complex implementation issues encountered and to support the manager’s work in driving implementation.

Timing is everything, and we will work with Grand Junction to ensure deadlines are met

Our commitment to you is to support your goals by adhering to the agreed upon project schedule and delivering services on time or ahead of time.

The chart below represents our customized approach to deliver development review services to the City of Grand Junction on time. We will collaborate closely with you to finalize a client service plan that meets all your needs.

ACTIVITY	AUG	SEP	OCT	NOV	DEC	JAN
Activity 1 — Kick off meeting	█	█				
Activity 2 — Gather information and create process maps		█	█	█		
Activity 3 — Conduct analysis and prepare observations and preliminary recommendations			█	█	█	
Activity 4 — Deliver project report				█	█	█
Activity 5 — Prepare implementation action plan						█

OUR COMMITMENT TO THE CITY OF GRAND JUNCTION

Working closely with you and your team, we will co-develop a timeline to deliver on time or ahead of schedule.

Prioritizing the team and the time your project deserves

We have assembled the ideal team and plan to serve you. One question remains: How much time will each team member devote to your project? While team members’ hours may vary slightly, this estimate below outlines the time we expect to spend on the engagement.

STRATEGY AND IMPLEMENTATION PLAN

HOURS ESTIMATE FOR THE PROJECT TEAM	
Staff member	Hours
Jacquelyn McCray, Director	8
Kristian Vaughn, Manager	41
Elaine Costello, Special Advisor	47
Marvalette Hunter, Director	13
Sarona Vivanco, Special Advisor	33
Ashley Bertholf, Senior Consultant	83
Peer review and production	11

BEING THERE FOR THE CITY OF GRAND JUNCTION WITH AN ACCESSIBLE AND CONSISTENT TEAM

Our team members stand ready to complete the City's project on time and on budget.



**Request for Proposal
RFP-5452-24-KF**

Professional Services Consultant to Evaluate the
Development Review Process to Provide Expedited
Review for Affordable Housing

RESPONSES DUE:

June 28, 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 1.9.**

Purchasing Agent:

Kathleen Franklin

kathleenf@gjcity.org

970-244-1513

REQUEST FOR PROPOSAL

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Appendices

** if the link is not functioning, please try an alternate browser and refresh the page*

Appendix 1 – [Expedited Review Policy](#)

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 (RFP).
- 1.3. **Issuing Office:** This RFP is issued by the City of Grand Junction, Colorado (hereafter "City"). The Purchasing Agent responsible for this procurement is:

Kathleen Franklin
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 of Grand Junction, Colorado (City) is soliciting proposals from qualified and experienced professional consultants or consulting firms to conduct a comprehensive evaluation of current development review processes, engaging internal and external review agencies, and identifying process improvements to implement, at a minimum, the City's [expedited review policy](#), and advance affordable housing goals in Grand Junction, Colorado. The Offeror selected, if any, will provide Services under the terms and conditions of this RFP.
- 1.5. **Non-Mandatory Pre-Proposal Meeting:** Prospective Offerors are strongly encouraged to attend a non-mandatory pre-proposal meeting **via Microsoft Teams on June 5, 2024, at 10:30 a.m. Mountain Time**. The purpose of this meeting is to clarify the contents of this RFP. *It is important to note that nothing stated during the meeting will modify the solicitation. Any modifications to the RFP will be communicated exclusively through addenda.*

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 246 761 258 051

Passcode: GMPZKg

- 1.6. **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.
- 1.7. **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.
- 1.8. **Procurement Process:** The 2023 version of the City [Procurement Policy](#) applies to this Solicitation.
- 1.9. **Submission:** Please refer to section 5.0 of this Solicitation for the Preparation and Submittal Terms. Proposals must adhere to the formatting guidelines outlined in Section 5. Failure to comply with the specified format may result in proposals being deemed non-responsive. To participate in the solicitation opening, please use the provided information and link below:

Solicitation Opening,

Professional Services Consultant to Evaluate the Development Review Process to provide Expedited Review for Affordable Housing, RFP-5452-24-KF

June 28, 2024, 1:00 – 1:30 PM (America/Denver)

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

<https://meet.goto.com/210553485>

Dial in using a phone.

Access Code: 210-553-485

United States: [+1 \(872\) 240-3412](tel:+18722403412)

Join from a video-conferencing room or system.

Meeting ID: 210-553-485

Dial in or type: 67.217.95.2 or inroomlink.goto.com

Or dial directly: 210553485@67.217.95.2 or 67.217.95.2##210553485

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

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

- 1.10. **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.

- 1.11. Altering Proposals:** Any alteration(s) made before the opening date and time, must be initiated by the Offeror. Proposals may not be altered or amended after the submission deadline.
- 1.12. 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.
- 1.13. Acceptance of Proposal Content:** The Proposal selected by the Owner, if any, 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.”
- 1.14. Addenda:** 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 BidNet Direct Rocky Mountain E-Purchasing System website at <https://www.bidnetdirect.com/colorado/city-of-grand-junction>. An Offeror(s) must acknowledge receipt of all addenda in the proposal(s).
- 1.15. 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.
- 1.16. Confidential Material:** All materials submitted in response to this RFP will ultimately become public records 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(s) 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.
- 1.17. 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.

- 1.18. Minimal Standards for Responsible Prospective Offerors:** The Offeror must affirmatively demonstrate its responsibility. A prospective Offeror must meet the following minimum requirements:
- Be able to comply with the 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.
- 1.19. Taxes:** The Owner is exempt from State, County, and Municipal Taxes; and Federal Excise Tax. Therefore, all fees shall not include taxes.
- 1.20. Federal Taxpayer Identification Certificate (W-9):** Successful Offerors new to conducting business with the City must furnish a completed standard "Federal Taxpayer Identification Certificate (W-9)" before the Contract is executed. Additionally, the City reserves the right to request a current W-9 from established business relationships as necessary.
- 1.21. 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 Documents 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. **Responsibility for those Performing the Services:** The Firm shall be responsible to the Owner for the acts and omissions of its employee(s) and all other person(s) performing any of the Services under the Contract.
- 2.4. **Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Firm for the performance of the 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 Documents. Partial payments will be based upon estimates prepared by the Firm, of the value of Service(s) performed under the Contract Documents. The Service(s) performed by the Firm shall follow the 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.
- 2.5. **Changes in the Services:** The Owner, without invalidating the Contract, may order changes in the Services within the general scope of the Contract consisting of additions, deletions, or other revisions. All such changes in the Services shall be authorized by Change Order/Amendment and shall be executed under the applicable conditions of the Contract. A Change Order/Amendment is a written order to the Firm signed by the Contract Administrator issued after the execution of the Contract, authorizing a change in the Services or an adjustment in the Contract sum or the Contract time.
- 2.6. **Minor Changes in the Services:** The Owner shall have 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.
- 2.7. **Correction of Services:** All Services/Deliverables shall meet a standard comparable to the prevailing skill and expertise in the relevant market or industry. If any Services/Deliverables provided by the Firm are found by the Owner to be non-conforming to the terms of the Contract, the Firm shall promptly correct its work. The Firm shall bear all expenses associated with the correction of the rejected Services, including any additional Services required by the Owner as a result thereof, at no additional cost to the Owner.
- 2.8. **Acceptance Not Waiver:** The Owner's acceptance 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.

- 2.9. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the Contract. All amendments to the Contract shall be made in writing by the Contract Administrator.
- 2.10. Assignment:** The Firm shall not sell, assign, transfer, or convey the Contract resulting from this RFP, in whole or in part, without prior written approval from the Owner.
- 2.11. Compliance with Laws:** Proposals must comply with all Federal, State, County, and local laws governing the Service and the fulfillment of the Service(s) for and on behalf of the public. The Firm hereby warrants that it is qualified to assume the responsibilities and render the Services described herein and has all requisite corporate authority and professional licenses in good standing as required by law.
- 2.12. Debarment/Suspension:** The Firm hereby certifies that the Firm is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental department or agency.
- 2.13. Confidentiality:** All information disclosed by the Owner to the Offeror and/or the Firm for the Services to be performed or information that comes to the attention of the Firm during the course of performing such Services is to be kept strictly confidential.
- 2.14. Conflict of Interest:** No public official and/or Owner employee shall have interest in the Contract resulting from this RFP.
- 2.15. Cancellation of Solicitation:** Any solicitation may be canceled by the Owner or any solicitation response by an Agency may be rejected in whole or in part when it is in the best interest of the City.
- 2.16. 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.
- 2.17. 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.
- 2.18. Contract Termination:** The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Services; (3) final acceptance of Services; or (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.19. Employment Discrimination:** During the performance of any Services, the Firm agrees to:

- 2.19.1.** 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.
- 2.19.2.** 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.
- 2.19.3.** Notices, advertisements, and solicitations placed following federal law, rule, or regulation shall be deemed sufficient for meeting the requirements of this section.
- 2.20. 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 services or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or law regulating immigration compliance.
- 2.21. 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.
- 2.22. Failure to Deliver:** In the event of failure of the Firm to perform under the Contract, the Owner, after due oral or written notice, may procure Services from other sources and hold the Firm responsible for any and all 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.
- 2.23. 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.
- 2.24. 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.
- 2.25. 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.

- 2.26. Independent Firm:** The Firm shall be legally considered an independent entity 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.
- 2.27. Ownership:** All documents, plans, concepts, and work prepared under the Contact, *etc.*, created by the Firm for this Service, shall become the property of the Owner. All information furnished by the Owner is and shall remain the Owner's property.
- 2.28. Patents/Copyrights:** The Firm agrees to indemnify and hold harmless the Owner from any claims, including but not limited to those related to patents, copyrights, trademarks, or any other form of intellectual property rights infringement. In no event shall the Owner be held liable to the Firm for any damages, awards, costs of defense, or other expenses arising from allegations of intellectual property infringement. Any agreement resulting from the response to this Solicitation shall be rendered null and void in the event of patent, copyright, or other intellectual property infringement. This includes but is not limited to the creation of derivative works based on the intellectual property of others.
- 2.29. 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 this Solicitation and/or Contract shall be in District Court 21st Judicial District, Mesa County, Colorado.
- 2.30. 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.
- 2.31. Sovereign Immunity:** The Owner specifically reserves and asserts its rights under Colorado law and the cases applying and construing the same, including but not limited to the Colorado Governmental Immunity Act, 24-10-101 C.R.S *et seq.*
- 2.32. 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.
- 2.33. 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.

- 2.34. Gratuities:** The Firm certifies and agrees that no gratuities or kickbacks were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Firm breaches or violates this warranty, the Owner may, at its discretion, terminate the Contract without liability to the Owner.
- 2.35. Performance of the Contract:** The Owner reserves the right to enforce the performance of the Contract in any manner prescribed by law or 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.
- 2.36. Default:** The Owner reserves the right to terminate the Contract in the event the Firm fails to meet delivery or completion schedules, or otherwise perform 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.
- 2.37. 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.

2.38. Definitions:

- 2.38.1.** "City" or "Owner" is the City of Grand Junction, Colorado, and is referred to throughout the Contract Documents.
- 2.38.2.** "Consultant" or "Firm" is the person, organization, entity, or consultant identified as such in the proposal and throughout the Contract. The term encompasses the Consultant, Firm, or its authorized representative(s).
- 2.38.3.** "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.
- 2.38.4.** "Key Personnel" designate 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.

- 2.38.5. "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.
 - 2.38.6. "Project" or "Work" refers to the endeavor outlined in this solicitation to create the product, service, or deliverable.
 - 2.38.7. "Services" includes all labor, materials, equipment, and/or professional skills necessary to produce the Work and meet the requirements of the Contract Documents.
 - 2.38.8. "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.
- 2.39. **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 insurers 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) **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

Concerning 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:

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

TWO MILLION DOLLARS (\$2,000,000) per job 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.

- (e) Technology-related errors and omissions liability and cyber-liability coverage with limits of:

TWO MILLION (\$2,000,000) for each occurrence and

TWO MILLION (\$2,000,000) aggregate

- 3.2. Additional Insured Endorsement:** The policies required by paragraphs (b), (c), and (e) 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: Scope of Services

- 4.1. Background/General:** The Project consists of evaluating current development review processes, engaging internal and external review agencies, and identifying process improvements to implement at a minimum the timelines adopted in the City's [expedited review policy](#), and advance affordable housing goals in Grand Junction, Colorado.
- 4.2. Project Overview:** The City is soliciting proposals to evaluate its development review process for housing, with a primary focus on affordable housing. This study will involve engagement with both its internal and external review agencies, examine staff levels, review applicant submittal quality, and make recommendations for improvement(s). The

goal of the Services will be the identification of opportunities for efficiencies to expedite review processes and recommend necessary modifications. The Services must support a process that expedites any development project or subdivision that allocates 10% of its units for sale at 100% AMI or for rent at 60% AMI, in alignment with Resolution 97-22 and Resolution 65-23. This will also ensure compliance with Proposition 123 requirements for expediting affordable housing initiatives.

- 4.3. Project Goals:** Currently, the agencies and organizations within the City deliver approximately 35 units of affordable housing annually. The City's goal is to support increased production by over 200%, or 125 units each year. The implementation of a fast-track process may be important to achieve the production goals. By identifying opportunities for efficiencies in the development review process, targeted recommendations will be developed to improve processes for a smoother and faster review process from concept to construction. The evaluation should include a review of staffing for city departments instrumental in the development review process. The City will apply the findings of the evaluation and recommendations to attainable housing projects (rentals from 80-100% AMI and homeownership rates from 100-140% AMI) as well.
- 4.4. Scope of Services:** Recognizing the critical need for a more efficient and effective review system, the City is requesting that the Offeror provide a thorough evaluation of the City's current development review processes. The analysis is intended to identify bottlenecks within the current system, while also taking a deep dive at review steps, stakeholder engagement, and the overall staffing framework that underpins the City's ability to facilitate development reviews. The selected Offeror will conduct necessary interviews and/or focus groups with the internal departments and external review agencies as well as applicants using the process.
- 4.5. Deliverables:** The final work product will be a set of actionable recommendations for process improvements and efficiency and effectiveness measures. The evaluation should outline staffing adjustments, if any, required to support an optimized review process and create an implementation plan for the systematic adoption of proposed changes across the review process.
- 4.6. Project Schedule:** Offeror shall include a project schedule, delineating the calendar of events proposed to meet the projected deadline of 6 months after contract execution.
- 4.7. Special Conditions & Provisions:**
- 4.7.1. Non-Mandatory Pre-Proposal Meeting:** Prospective Offerors are strongly encouraged to attend a non-mandatory pre-proposal meeting **via Microsoft Teams on June 5, 2024, at 10:30 a.m. Mountain Time.** The purpose of this meeting is to clarify the contents of this RFP. *It is important to note that nothing stated during the meeting will modify the solicitation. Any modifications to the RFP will be communicated exclusively through addenda.*

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 246 761 258 051

Passcode: GMPZKg

4.7.2. Grant Funds: The Project is funded through the Local Planning Capacity (LPC) grants, administered by the Division of Local Government (DLG) within the Department of Local Affairs (DOLA). The Firm/Consultant is responsible for conducting the assessment, preparing the report, as well as assisting with any necessary documentation to meet the reporting obligations of the grant.

4.7.3. Budget: The project budget shall not exceed \$50,000.

4.7.4. Price/Fees: Pricing shall be established as all-inclusive, encompassing all aspects of the project as outlined in the solicitation. This includes but is not limited to, outreach, interviews, meetings, calls, reports, data collection, technology usage, planning, report preparation, administration, labor, travel, mobilization, fuel, setup and takedown costs, and any other expenses necessary for the successful completion of the project.

The Consultant/Firm is required to submit a **not-to-exceed** cost utilizing the attached form in Section 7.0., Solicitation Response Form. Additionally, a comprehensive breakdown of costs and rate sheets applicable to providing services for the project must be included.

The Owner shall not incur or be responsible for any additional costs beyond those outlined in the proposal, including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

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

4.7.5. 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.

4.7.6. Contract: A binding Contract shall consist of (1) the RFP and any Addendum(s) thereto, (2) the Offeror's response (Proposal) to the RFP, (3) 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.

4.7.7. Project Manager/Administrator: will promptly make decisions concerning services or work proposed or carried out by the Firm within the defined scope. The Project Manager holds the responsibility for approving and accepting all services and work performed under the Contract. Throughout the Contract period, all notices, letters, submittals, and other communications intended for the City should be directed to:

Niki Galehouse, Planning Supervisor
City of Grand Junction, Community Development Department
250 N 5th St
Grand Junction, CO 81501

4.7.8. Contract Administrator: The designated Contract Administrator for the City is Duane Hoff, Jr., CPPB. Any inquiries, issues, change orders, amendments, or communications about the contract throughout the project phase should be directed to:

Duane Hoff, Jr., Contract Administrator
duaneh@gjcity.org
(970) 244-1545

4.8. Attached Documents:

Appendices

** if the link is not functioning, please try an alternate browser and refresh the page*

Appendix 1 – [Expedited Review Policy](#)

4.9. RFP Tentative Time Schedule:

- Request for Proposal available May 28, 2024
- Non-mandatory pre-proposal meeting June 5, 2024, 10:30 a.m.
- Inquiry deadline, no questions after this date June 17, 2024
- Final Addendum Posted June 21, 2024
- Submittal deadline for proposals June 28, 2024, before 1:00 p.m.
- Owner evaluation of proposals June 28 - July 10, 2024
- Interviews, *if required* July 15-17, 2024
- Final Selection July 22, 2024
- Contract execution July 25, 2024

4.10. Questions Regarding Scope of Services:

Kathleen Franklin, Purchasing Agent
kathleenf@gjcity.org

Section 5.0: Preparation and Submittal of Proposals

Submission: Each proposal shall be submitted in electronic format only, 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:

Proposals are requested to not exceed

- 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, and email of the person designated as the Firm’s principal contact person. Furthermore, it shall identify individual(s) authorized to make presentations and commitments on behalf of the Firm. The cover letter shall bear the signature of the person having the proper authority to make formal commitments on behalf of the Firm, stating the individual(s) role and signature authority. By submitting a response to this Solicitation, the Offeror agrees to all requirements herein.
- B. Qualifications/Experience/Credentials/Capacity:** Offerors must present its qualifications, relevant experience, credentials, and the Firm’s capacity for consideration as a City contract provider. The proposal should feature resumes of Key Personnel, highlighting qualifications, experience, and office locations. Emphasis should be placed on a proven track record in managing similar projects, meeting deadlines, and adhering to budgetary constraints. The project team’s ability to provide highly experienced and qualified key personnel to effectively address the demands of the project.
- C. Strategy and Implementation Plan:** The Offeror is expected to provide a detailed description of its interpretation of the Owner’s objectives outlined in this RFP. Describe the proposed strategy or plan for achieving the objectives of this RFP. 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 accomplished. Specifically, a detailed project approach, timeline, and budget. describe program evaluation activities and how those will be used to address

partner goals around carshare and equity. Additionally, include a **schedule** for completion of the Offeror's implementation for the **Project** and an estimate of time commitments from the Owner personnel.

- D. References:** Provide a minimum of three (3) references capable of attesting to the Firm's experience in relevant projects similar scope and size outlined in 4.4. Scope of Services. Each reference should include a summary of the project completed, including the client's name, address, point of contact person, telephone number, and email address. Additionally, include the assigned Key Personnel and its role in the project, project dates, a detailed project description, the original project budget, the final project cost, an explanation of variation from the original budget to the final project cost, *etc.*
- E. Solicitation Response Form:** The Offeror shall complete and submit the attached Solicitation Response Form with its Proposal.
- F. Fee Proposal:** Provide the fee proposal, as stated in Section 4.7.4. Pricing, using the Solicitation Response Form found in Section 7.0.
- G. Legal Proceedings/Lawsuits:** Provide a comprehensive list of any legal proceedings or lawsuits involving the Firm, employees, or subcontractors of the Firm who may be providing Services to the City. The list shall include current litigation and the status, and any matter(s) filed, settled, and/or otherwise adjudicated in the last five years. For each instance describe the underlying reason or cause of action, as well as the outcome or current status.
- H. Additional Data (optional):** Furnish any additional pertinent information that is directly related to the qualifications and capabilities of the Consultant/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 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, the submitted proposal must indicate the Offeror's ability to provide the services described herein.
- 6.3. Evaluation Summary:** Proposals will be prioritized based on the criteria categories and values described below. The City reserves the right to reject any 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) %**
Evaluation of how well the proposal addresses and conforms to all aspects of the RFP, including completeness, accuracy, and adherence to preparation and submittal instructions.
- **Understanding of the Project and Objectives twenty (20) %**
Assessment of the Offeror's demonstrated understanding of the City's specific goals and objectives for the project, including its ability to articulate how its proposed approach aligns with the objectives.
- **Qualifications, Experience, and Capability thirty (30) %**
Evaluation of the Offeror's past performance and expertise in completing similar projects, including relevant certifications, qualifications, and skill sets as outlined in Section 5.0.
- **Strategy & Implementation twenty (30) %**
The 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) %**

- 6.4. Shortlist 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 reserves the right to negotiate with the highest-rated Offeror(s) and will not engage in negotiations with lower-rated Offeror(s) unless negotiations with higher-rated Offeror(s) have been unsuccessful and are subsequently terminated. The selected Agency may submit revisions to its proposal, including but not limited to adjustments to price, best and final offer, and technical aspects, because of negotiations, if deemed in the best interest of the City.

6.6. Interview(s): The Owner reserves the right to invite the highest ranked Offeror(s) to participate in a virtual, or in-person interview(s) if needed. Shortlisted Offeror(s) will be notified of the interview process, including format, duration, and location, following the RFP shortlist selection process.

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 of the information submitted and/or presentations, if required, in selecting the Project Consultant/Firm.

Section 7.0. Solicitation Response Form

RFP-5452-24-KF “Professional Services Consultant to Evaluate the Development Review Process to Provide Expedited Review for Affordable Housing”

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

1) Total Cost for Services as Described, Not-to-Exceed: \$ _____

Total Not-to-Exceed Cost Written:

_____ **dollars.**

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

The undersigned has thoroughly examined the entire Request for 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 provider 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 Consultant to submit a proposal to restrict competition.
- The person(s) signing the Proposal certifies that it is a legal agent of the Consultant/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 have been received and acknowledged.

Please provide 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 must also furnish a current completed W-9 form.

Company Name – (Typed or Printed)

Authorized Agent, Title – (Typed or Printed)

Authorized Agent Signature

Telephone Number

Address of Offeror

Email Address of Agent

City, State, and Zip Code

Date

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

<u>Name & address of Subcontractor (Name, City, State)</u>	<u>Description of Service(s) to be performed</u>	<u>Est. Value of Service(s)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

By submission of the Proposal, each Offeror certifies, and in the case of a joint 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.



ADDENDUM NO. 1

Date: June 24, 2024
From: City of Grand Junction Purchasing Division
To: All Offerors
RE: Professional Services Consultant to Evaluate the Development Review Process to Provide Expedited Review for Affordable Housing, RFP-5452-24-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:** The City recently completed a Housing Needs Assessment in May 2021, is there an update planned??
A: The city is currently working with Root Policy Research to update the City's Housing Strategy. As part of this effort, a limited data update will be completed.
2. **Q:** Does the City have an existing Housing Strategic Plan?
A: Yes. <https://www.gjcity.org/DocumentCenter/View/4541/Grand-Junction-Housing-Strategy-PDF>.
3. **Q:** Has the City partnered with the Grand Junction Public Housing Authority on a RAD project(s)?
A: This question seems unrelated to the RFP topic and will remain unanswered without further information on the relevance of this inquiry.
4. **Q:** Does the City own surplus land that it would like to develop for Housing, and would it be interested in having a project feasibility analysis conducted?
A: The city has conducted a city land inventory and has several city properties that may be available to develop housing. The second part of the question seems unrelated to the RFP topic and will remain unanswered without further information on the relevance of this inquiry.
5. **Q:** Is the City interested in having a review of its housing incentive policies to maximize development opportunities?
A: This question seems unrelated to the RFP topic and will remain unanswered without further information on the relevance of this inquiry.

No Further questions will be accepted.

The original solicitation for the project services noted above is amended as indicated. Please acknowledge receipt of this addendum on the Solicitation Response Form signature page of the proposal documents.

All other conditions of the subject remain unchanged.

Respectfully,

A handwritten signature in blue ink, appearing to read "K. Franklin", written in a cursive style.

Kathleen Franklin, Senior Buyer
City of Grand Junction, Colorado



June 28, 2024

City of Grand Junction

RFP-5452-24-KF

Professional services consultant to evaluate the development review process to provide expedited review for affordable housing

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We really appreciate your support through our journey and ALL that we were able to learn with you coaching and guiding us.

Vice president | Baker Tilly client



The information provided here is of a general nature and is not intended to address the specific circumstances of any individual or entity. In specific circumstances, the services of a professional should be sought.

Baker Tilly US, LLP and Baker Tilly Advisory Group, LP and its subsidiary entities provide professional services through an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable laws, regulations and professional standards. Baker Tilly US, LLP is a licensed independent CPA firm that provides attest services to clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and business advisory services to their clients. Baker Tilly Advisory Group, LP and its subsidiary entities are not licensed CPA firms.

Baker Tilly Advisory Group, LP and Baker Tilly US, LLP, trading as Baker Tilly, are independent members of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity, and each describes itself as such. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP are not Baker Tilly International's agent and do not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Advisory Group, LP, Baker Tilly US, LLP nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.



Cover letter

Kathleen Franklin, Purchasing Agent
The City of Grand Junction
Delivered electronically

Baker Tilly US, LLP
4601 DTC Blvd
Suite 810
Denver, CO 80237
T: +1 (303) 721 8898
bakertilly.com

Dear Ms. Franklin:

We understand Grand Junction is seeking a consultant to streamline and re-engineer the current development review and permitting process to meet the expedited time standards for applications that satisfy the requirements of Resolution 97-22. This proposal is the starting point — our vision of how we propose to partner with City leaders and internal and external stakeholders to achieve your immediate goals to:

- Evaluate the current development review process and identify opportunities for efficiencies from concept to construction and project completion
- Assess process steps, workload and staffing
- Identify bottlenecks
- Design an expedited review process that will assist with meeting affordable housing production goals of the City
- Recommend staffing and organizational adjustments to improve overall workflow and accomplish expedited reviews for projects with affordable housing

For a thriving and rapidly growing municipality like Grand Junction, an expedited review process will ensure that the gap between the supply and demand of affordable and workforce housing within Grand Junction is reduced and ultimately eliminated. Our team has extensive experience in business process improvement and organizational analysis. We are dedicated to applying our knowledge and skills to support the City in achieving service excellence and compliance with Proposition 123 and Resolutions 48-22 and 97-22. We are deeply committed to meeting the needs of your community by helping to shape an accessible and sustainable housing market for the future.

Your Baker Tilly team will support you through every step of the journey of analyzing the current intake, review and permitting process, inspection and final approvals process after construction, and assisting with development of an implementation action plan to support staff in initiating recommendations resulting from the assessment.

The City of Grand Junction will be a valued client of Baker Tilly, and we look forward to forging a productive and meaningful partnership with the City from project planning through completion. We look forward to discussing our proposal with you soon.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Caitlin Humrickhouse'.

Caitlin Humrickhouse, MPA, SWP, Principal
+1 1 (312) 729 8098 | caitlin.humrickhouse@bakertilly.com

Qualifications/experience/credentials/capacity

As your guide, we champion your goals, anticipate your challenges and pioneer new territory together.

Delivering specialized expertise to our public sector clients

Unlike many other firms, Baker Tilly is organized by industry, not service line. What does this mean for the City of Grand Junction? It means you will be served by a carefully selected team that blends our government-focused professionals with experienced specialists in the activities of the City. Grand Junction will work with a knowledgeable team that understands your specific challenges and provides innovative solutions to help you overcome them.



Local government is a complex, unique environment shaped by fiscal, regulatory and operational considerations not found in other industries.

Recognizing this complexity and being eager to serve as a true valued advisor to the public sector, Baker Tilly formalized a dedicated public sector specialization more than 50 years ago. **Today, over 350 Baker Tilly professionals — including nearly 30 principals —** focus directly on serving governments and provide hundreds of thousands of client service hours annually to organizations like Grand Junction.

Nationwide, our public sector practice currently serves nearly 4,000 state and local governmental entities, including municipalities, counties, school districts, utilities, transit organizations, airports and special authorities. Several of these client groups are now served by dedicated specialists in distinct sub-practices.

Public sector: Experience that matters

4,000 public sector clients	90+ years of industry experience	Serving clients nationwide

COMMITMENT TO THE PUBLIC SECTOR

Baker Tilly has been in business for more than 90 years, and public sector entities were some of our first clients.

**QUALIFICATIONS/EXPERIENCE/CREDENTIALS/
CAPACITY**

Leading the City's evaluation of the development review process and uncovering opportunities along the way

Meet the development review team we've assembled to achieve everything you envision. Selected intentionally for your goals and backed by our specialized resources, these individuals are collaborative and multidisciplinary. Their passion for the public sector, industry experience, and track record of success will make them an unstoppable force on your behalf. You will find their bios below and complete resumes in **Appendix A**.

OUR TEAM TO ACHIEVE GRAND JUNCTION'S GOALS

Your engagement leadership team orchestrates our services to bring the right people with the right experience together to move you forward



Caitlin Humrickhouse, MPA, SWP — Principal in charge

Caitlin Humrickhouse is a principal with Baker Tilly and oversees the public sector advisory team management consulting services with a focus on assisting governmental entities in their efforts to ensure the resources available (people, processes and technology) are utilized in the most efficient manner and support strategy. She serves in a leadership capacity in Baker Tilly's public sector advisory team, ensuring that clients receive high quality deliverables from a team of dynamic and professional consultants. She is ultimately responsible for the City's satisfaction with Baker Tilly's services.



Jacquelyn McCray, PhD — Director

Jacquelyn has been a key project director and staff member on a myriad of projects creating strategic plans, facilitating community engagement and analyzing development review processes, performance measurement and organizational review. She is particularly adept at strategic planning, process improvement, benchmarking, performance management, training and development and focus group facilitation. She is a skilled civic engagement and group process facilitator and has served various civic and professional groups in this capacity. Jacquelyn has successfully assisted nearly 20 jurisdictions improve and streamline development permitting functions and processes.

Jacquelyn has more than 25 years of experience in local government management. Nine of those years were with the City of Cincinnati, where she was a project manager, land-use planner and budget analyst. She is a member of the American Planning Association and the International City/County Management Association.



Kristian Vaughn, EDFP, ENV SP — Project manager

Kristian is an experienced economic development strategist, urban science researcher and project manager with 10 years of experience in community economics, land use management and public policy in the governmental, private consulting and non-profit sectors. Specialties include financial structuring of high-impact, community-based real estate, engaging stakeholders in facilitated discussions and focus group sessions and supporting municipal staff and neighborhood organizations in the development and implementation of economic strategies to catalyze reinvestment in commercial corridors and residential neighborhoods. Additional experience in data-driven strategies includes assessing neighborhood economic performance, local market changes and public policy impacts through the development of data dashboards, 2D mapping and digital twins.

**QUALIFICATIONS/EXPERIENCE/CREDENTIALS/
CAPACITY**

OUR TEAM TO ACHIEVE GRAND JUNCTION'S GOALS

Your engagement leadership team orchestrates our services to bring the right people with the right experience together to move you forward



Elaine Costello, FAICP — Planning, land use, community development and process improvement subject matter specialist

Elaine has more than 25 years of experience at the executive level in local government, having served as director of community development in Mountain View, South San Francisco and Belmont, California. She has also worked as a consultant for 8 years. Elaine has focused on helping communities create innovative and effective solutions to challenging community development issues. During her tenure in Mountain View, she streamlined the development review process, focusing on making development decisions timely, predictable and fair, while also producing built projects of award-winning design and planning quality. This approach facilitated a major business expansion, including the planning and design for the Google, Microsoft, Alza, Verisign and Symantec campuses. Since leaving Mountain View, Elaine has been a professional consultant, providing high caliber professional services. In addition to organizational development and management, process improvement and re-engineering of local government development review processes, economic development, organizational development and negotiation expertise, Elaine's areas of experience include facilitation, leadership development, training and community outreach.



Marvalette Hunter — Affordable housing subject matter specialist

Marvalette has more than 30 years of experience in the areas of local government administration, affordable housing and economic development. She works collaboratively with clients in our public sector advisory and development consulting advisory on various strategic and process improvement initiatives. In her most recent role Marvalette served for 8 years as the Chief of Staff to Houston Mayor Sylvester Turner where she was responsible for strategic and budgetary alignment of the city's 23 departments representing 21,000 employees. She also served as Chief Development Officer for Harris County Housing Authority, where she developed the agency's strategic plan and led a professional team in the development of a multi-family portfolio of tax credit and bond financed transactions. Marvalette's additional experience includes roles as Executive Director of the Third Ward Redevelopment Council and Project Manager for the City of Houston Housing and Community Development Department where she led the development of the City's Comprehensive Housing Affordability Strategy and Consolidated Plan.

QUALIFICATIONS/EXPERIENCE/CREDENTIALS/ CAPACITY

OUR TEAM TO ACHIEVE GRAND JUNCTION'S GOALS

Your engagement leadership team orchestrates our services to bring the right people with the right experience together to move you forward



Sarona Vivanco — Community development and public works subject matter specialist

Sarona Vivanco joined Baker Tilly in 2023 after 31 years in local government. She spent most of her career in various roles in the City of Santa Clarita, California, assisting that organization as it grew from a newly incorporated city into the third-largest city in Los Angeles County. A strong generalist, Sarona worked in every line department at Santa Clarita including Public Works, Community Development, Parks and Recreation, Neighborhood Services, Administrative Services and the City Manager's Office. Sarona has extensive experience in strategic planning, project management, organizational review, goal setting, performance measurement and budget preparation. She served as a department budget officer for many years and was the City's budget coordinator for two fiscal year budget cycles. Sarona created and facilitated coursework in fiscal policies, budget tracking and budget preparation for Santa Clarita's employee training program, sharing her expertise with hundreds of City employees. In her various roles, she worked extensively with City Councils, City Council Committees, City Commissions and community groups.

Sarona's passion for local government extends to professional organizations. She is a past president of the Municipal Management Association of Southern California, and for many years, assisted the California City Management Foundation with the planning and implementation of its annual New and Future City Managers Seminar. Sarona is a founding member and past president of Women Leading Government and served on the California WLG Board for 17 years.



Ashley Bertholf — Project analyst

Ashley brings a wealth of experience in local government as a public sector management senior consultant. Ashley has worked with a variety of cities and counties across the west coast, delivering services for Offices of the City Manager, Information Technology, Parks and Recreation, and Transportation Departments. Her areas of expertise include business process improvement, customer experience transformation, workforce analysis and organizational change management.

AN INTEGRATED TEAM WORKING TOGETHER FOR SUCCESS

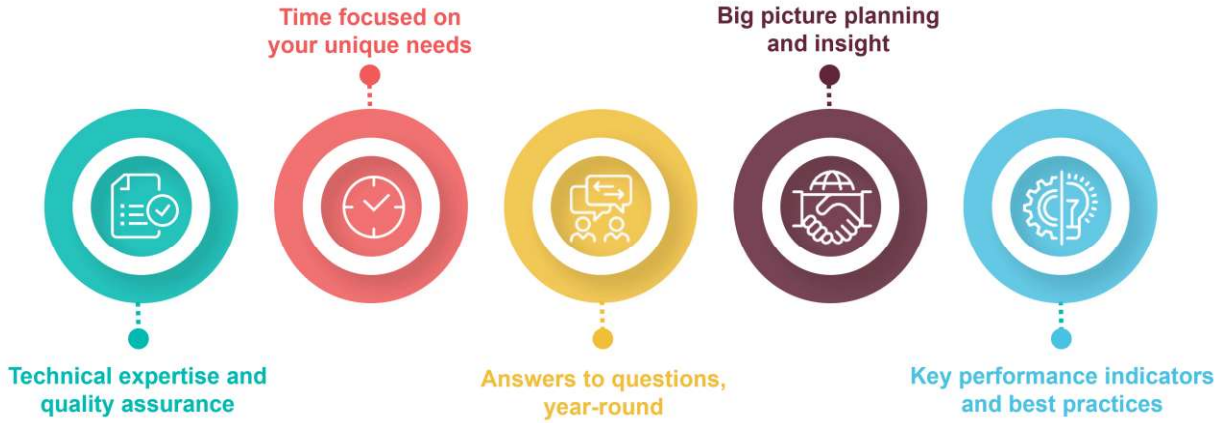
Each professional on your team was selected for a reason, but it's our collective brainpower and collaboration that will ultimately make a difference for the City of Grand Junction.

Building trust and maximizing value with significant team member involvement

Your experienced engagement team members will be responsive to your needs, quickly resolve challenges and build trust. You can expect to receive technical insights and an approach customized to your unique structure, culture, timing and strategic goals.

We are ready to serve you when you need us, where you need us and for as long as you need us. Whether it is an early-morning phone call or late-night email, we are here to give you peace of mind when it comes to your desired outcomes. The graphic below details how we will build trust and maximize value with the City.

QUALIFICATIONS/EXPERIENCE/CREDENTIALS/ CAPACITY



COLLABORATING WITH YOU AS YOUR TRUSTED VALUE ARCHITECT™

Your principals and managers will be deeply involved in the engagement to give them an in-depth working knowledge of your organization and processes to deliver value throughout the year.

Strategy and implementation plan

We blend our experience and understanding of the development review process and affordable housing with technology to deliver quality and insights. Our development review methods unravel the complexities of public sector regulations and procedures to reveal opportunities for increased organizational effectiveness.

Development review process

The development review process is a highly visible and complex function of a city. The significant resources the private sector devotes to develop property requires a particular sensitivity to the time and quality of the city's review work for both residential and commercial developments. Finding a balance between the public policy and legal requirements of such work, and the need for frequent users of the development review process to feel they are well-served by it, is the challenge faced by cities across the country.

Baker Tilly has extensive experience assisting local governments in optimizing their development review processes. We are focused on results and have a bias for action. This focus is especially important when reviewing the components of a business process as complex as development review, with its many discrete functions in different city departments.

We propose to conduct a comprehensive review of development-related processes from pre-application to final approval using a proven methodology to address issues throughout the distinct phases of the process, including pre-application, intake and customer service, plans review, permitting, construction inspections and project completion certificates. Our approach goes beyond diagnosis and study to include a focused decision-making and implementation process, so the desired improvements become part of the city's adopted business procedures.

The scope and pace of development requires a system for review that meets the needs of developers, protects the interests of residents and engages employees from multiple divisions and departments in efficient workflow and communication procedures. Additionally, the City has a goal of creating a review process that ensures an expedited review and adherence to established review timelines associated with the production of affordable housing in the City. Baker Tilly has prepared the following scope of work to achieve the objectives of involving internal and external review agencies, examine staffing levels, assess application submittal quality and identify an approach to expedite permits and inspection that will support the development of new rental and for sale affordable housing units.

Proposed work plan

Activity 1 — Project initiation

Baker Tilly begins this project by meeting with the key staff to finalize our proposed scope of work and schedule. During this initial meeting we will want to discuss the business concerns giving rise to the project. In this way, the work plan and schedule can be tailored, applying sensitivity to City staff's needs and circumstances.

STRATEGY AND IMPLEMENTATION PLAN

The project startup activity forms the foundation of our relationship with the City and provides a setting for Grand Junction's project team and Baker Tilly's team members to meet and discuss relevant background information about the project. We will confirm the project activities, staff and stakeholder interview schedule and locations, project deliverables and due dates to ensure the project is completed on time and on budget.

We understand that the work associated with this project is in addition to the normal work of the City in general and the staff who carry out development-related activities. Our goal is to integrate our work activities in a manner that is thoughtful, thereby minimizing disruption to the divisions that are the focus of this effort.

Activity 2 — Gather data, begin analysis and create process maps

We begin by learning how the City currently operates and understanding the history and nature of the work arrangements in place. We will conduct interviews with key leaders in the planning department, as well as public works, building, redevelopment, utilities and any others, as designated by the project manager. We usually also interview the City Manager and other executives to understand their views about what is working well and improvements that they think are necessary. The purpose of the interviews is to:

- Learn about the structure, staffing and work systems
- Understand strengths and weaknesses of each department in the development processes
- Hear feedback about existing technology
- Understand the current culture surrounding development services
- Hear ideas for improving communication and service integration and ways to eliminate redundancy and unnecessary process steps

We will also interview City staff members who provide support to the development review process in areas such as information technology and geographic information systems. The interviews help our team members understand what is working well and what could be improved.

We will supplement information gathered during staff interviews by reviewing workflow and workload data as available to identify redundancies, process flow bottlenecks, inefficiencies in communication and the use of staff, technology and other resources key to completing the review. We will review the City's development codes, forms, process documents, policies and procedures, and reports. We will assess the organizational structure to look for opportunities to improve efficiency. Additionally, we will supplement our analysis with applicable industry best practices based on our expertise and knowledge as a national firm.

Baker Tilly will develop two workflow maps of the business process for development projects with and without a land subdivision request. We will involve representatives from the various departments and divisions to get a complete picture of how work is done. Doing so will provide useful insight about staff functions, tasks and relationships used in the processes and will identify redundancies, workflow bottlenecks, inefficiencies in communication and how staff, technology and other resources are used to assist development review customers. We will provide drafts of the process maps to City staff for feedback and validation. We will be interested in hearing about adjustments to ensure they reflect current processes.

As we develop the maps, we will also discuss existing tools and technology used in customer service functions and intra-department interfaces. We will also take time to explore and attempt to identify the root causes of specific issues of concern/pain points to better understand key observations that emerge from the interviews.

STRATEGY AND IMPLEMENTATION PLAN

Activity 3 — Conduct interviews with development process applicants and stakeholders

Since a large part of development review is customer service work, we will want to meet individually with a representative sampling of the local developer community who fit one or more of the following characteristics to learn their perceptions about what they see as opportunities for improvement:

- Large developer/contractor
- Small developer/contractor
- First time applicant/contractor
- Architect/engineer
- Experienced residential developer/contractor
- Experienced commercial developer/contractor/permit expediter

We will solicit their input about aspects of the process that work well, communication and areas for improvement. While the interviews are confidential, we will prepare a summary of the key themes and opportunities for improvement at the conclusion of this activity for review with you.

We will compare and analyze the information from Activities 2 and 3 and conduct the appropriate follow-up to gather additional information and resolve conflicting information, as needed. During Activity 4, the Baker Tilly team will begin the process of identifying significant issues and opportunities for improvement.

Activity 4 — Conduct analysis and report results

Baker Tilly team members will analyze the information collected during the previous activities. We will assess the issues and themes identified from our interviews with Grand Junction staff and stakeholders, and compare current operations, workflow and the use of technology with best practices and the City's goal of an expedited approach for new developments that meet the affordable housing definition and thresholds polices included in Resolutions 48-22 and 97-22.

As we examine what we have learned and documented through the process maps, we will identify the elements of an improved development review business process, including effective communications and use of technology. We will outline a detailed draft approach for expediting application submission and intake, plans review, permitting and inspections for eligible affordable housing projects.

Baker Tilly will prepare a comprehensive draft report containing our observations and preliminary recommendations to include the following:

- Analysis of current development review processes and process maps
- Analysis of technology and software used to support existing review, permitting, inspection and payment functions
- Analysis of current organization and staffing for development review intake and processing
- Recommendations for improvements
 - Overall development process enhancements
 - Draft expedited review process for applications meeting the affordable housing threshold
 - Proposed organization chart and staffing for expedited affordable housing review

We will review the draft report with the project team for feedback on the recommendations and to identify any potential barriers to implementation.

STRATEGY AND IMPLEMENTATION PLAN

Activity 5 — Assist with implementation

Baker Tilly will prepare a draft implementation action plan. The draft implementation action plan will include suggested priorities and assigned responsibility for each of the recommendations. The action plan is designed to be an executable plan of work that is used to track the specific recommendations identified in the project report.

Optional activity — Conduct post-plan progress checkup

In a perfect world, City staff could devote all their time to making the process improvements contained in the implementation action plan. But as consultants who have worked in local government for many years, we understand the many responsibilities competing for the time and attention of your staff.

We also want to make sure that this project leads to real change and actualized benefit. Therefore, we can plan a structured process checkup six months after the action plan is finalized to assess how implementation is proceeding and whether fine-tuning adjustments to the plan are needed. This will enable us to address any of the more complex implementation issues encountered and to support the manager's work in driving implementation.

Timing is everything, and we will work with Grand Junction to ensure deadlines are met

Our commitment to you is to support your goals by adhering to the agreed upon project schedule and delivering services on time or ahead of time.

The chart below represents our customized approach to deliver development review services to the City of Grand Junction on time. We will collaborate closely with you to finalize a client service plan that meets all your needs.

ACTIVITY	AUG	SEP	OCT	NOV	DEC	JAN
Activity 1 — Kick off meeting						
Activity 2 — Gather information and create process maps						
Activity 3 — Conduct analysis and prepare observations and preliminary recommendations						
Activity 4 — Deliver project report						
Activity 5 — Prepare implementation action plan						

OUR COMMITMENT TO THE CITY OF GRAND JUNCTION

Working closely with you and your team, we will co-develop a timeline to deliver on time or ahead of schedule.

Prioritizing the team and the time your project deserves

We have assembled the ideal team and plan to serve you. One question remains: How much time will each team member devote to your project? While team members' hours may vary slightly, this estimate below outlines the time we expect to spend on the engagement.

STRATEGY AND IMPLEMENTATION PLAN

HOURS ESTIMATE FOR THE PROJECT TEAM	
Staff member	Hours
Jacquelyn McCray, Director	8
Kristian Vaughn, Manager	41
Elaine Costello, Special Advisor	47
Marvalette Hunter, Director	13
Sarona Vivanco, Special Advisor	33
Ashley Bertholf, Senior Consultant	83
Peer review and production	11

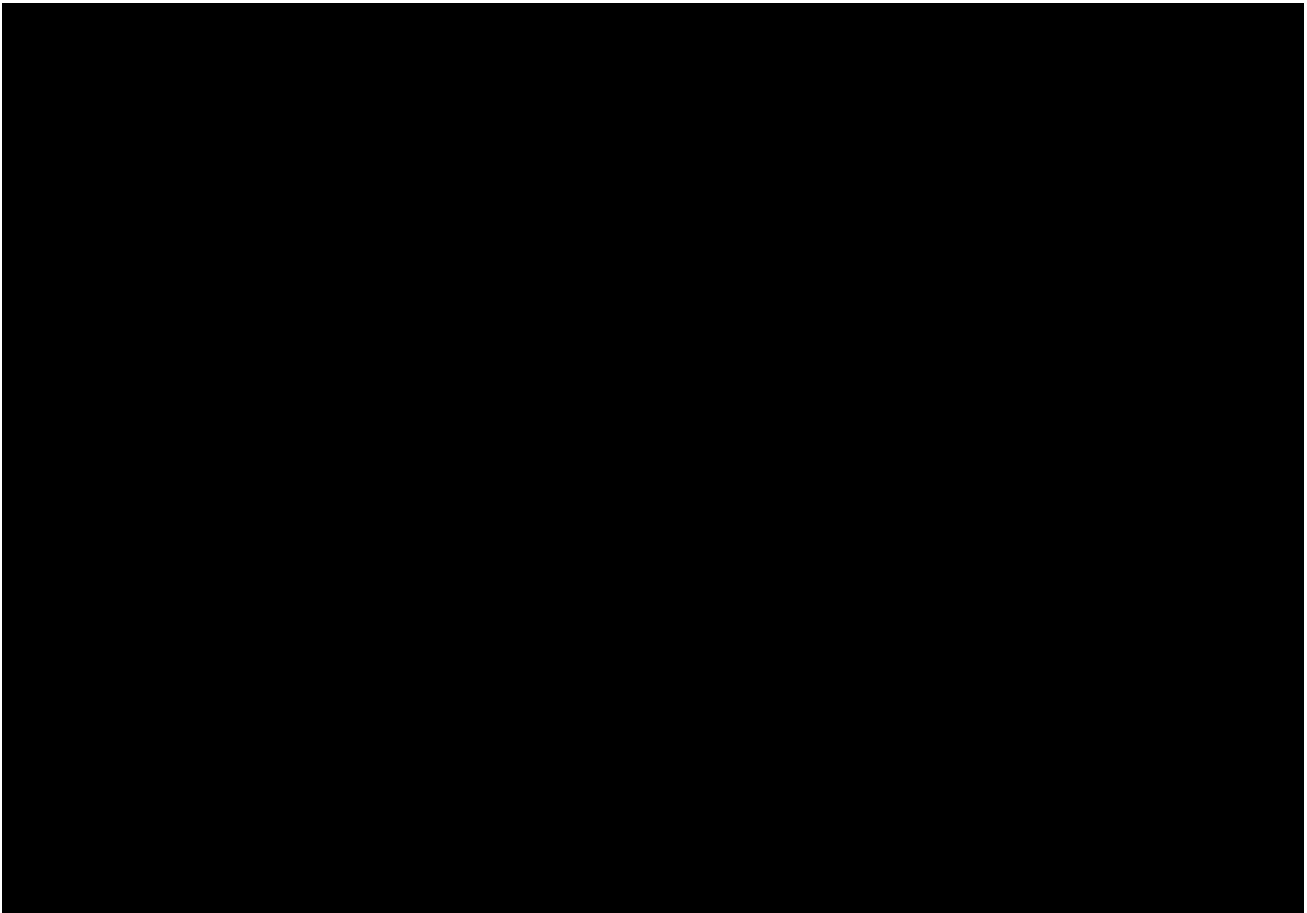
BEING THERE FOR THE CITY OF GRAND JUNCTION WITH AN ACCESSIBLE AND CONSISTENT TEAM
Our team members stand ready to complete the City's project on time and on budget.

References

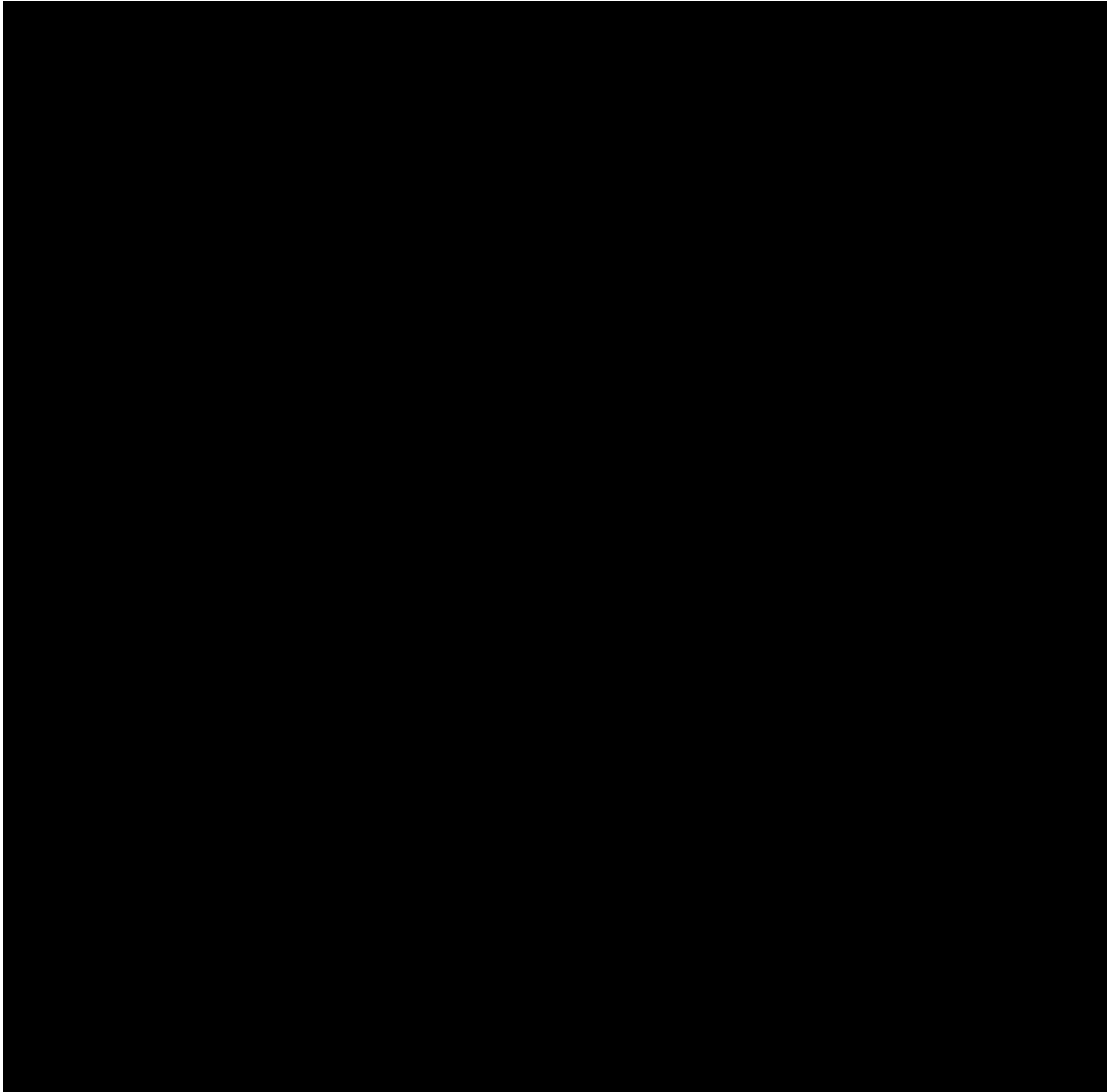
We are always happy to provide references because it is important for you to talk with the organizations we have served. Our extensive base of client references equals experience-derived insights for the City of Grand Junction.

Demonstrating our experience

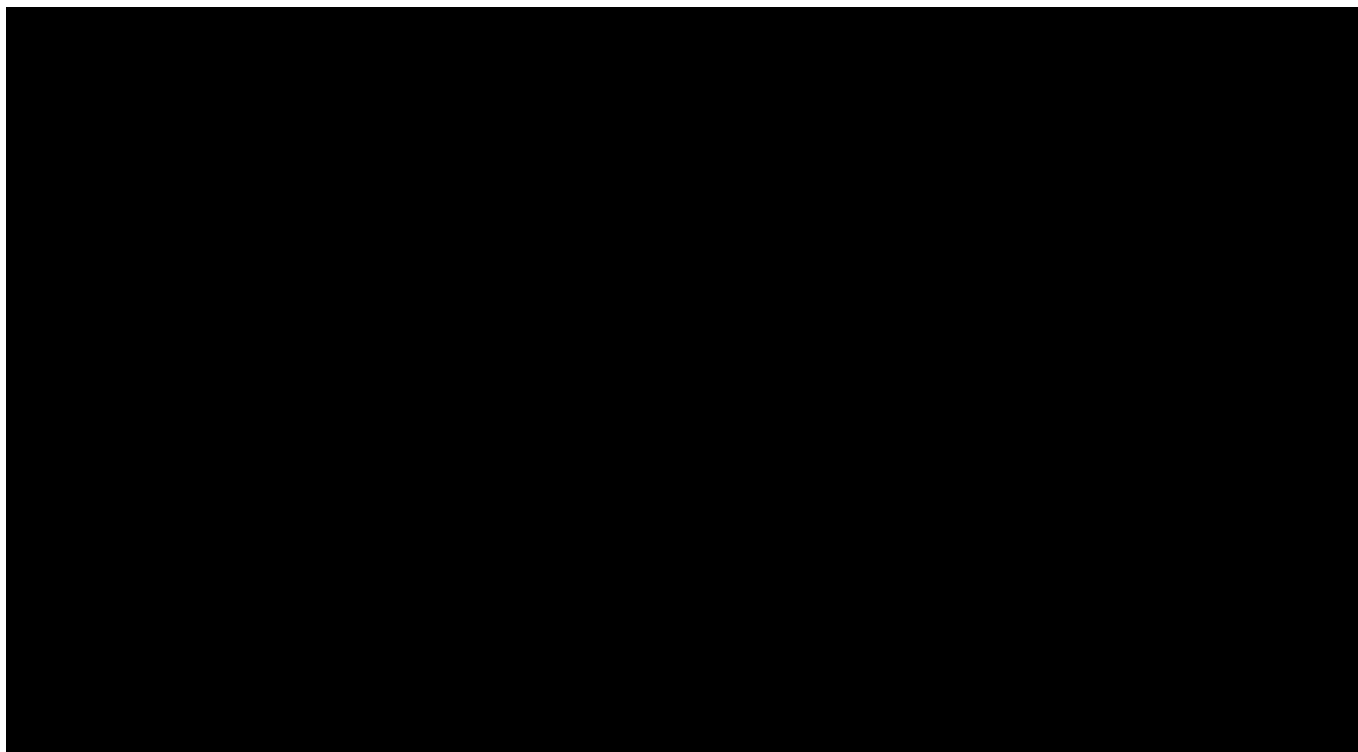
The experiences of our clients speak more to Baker Tilly's capabilities than any proposal ever could. That is why we encourage you to talk with our clients.



REFERENCES



REFERENCES



EXPERIENCE MATTERS. ESPECIALLY THE EXPERIENCE OUR CLIENTS RECEIVE
Connect with our clients to learn more. Additional references are available by request.

Solicitation response form

Section 7.0. Solicitation Response Form

RFP-5452-24-KF “Professional Services Consultant to Evaluate the Development Review Process to Provide Expedited Review for Affordable Housing”

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

1) Total Cost for Services as Described, Not-to-Exceed: \$ 49,990

Total Not-to-Exceed Cost Written:

Forty nine thousand nine hundred and ninety dollars.

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

The undersigned has thoroughly examined the entire Request for 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.

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- 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 Consultant to submit a proposal to restrict competition.
- The person(s) signing the Proposal certifies that it is a legal agent of the Consultant/Firm, authorized to represent the Firm, and is legally responsible for the offer concerning supporting documentation and prices provided.

SOLICITATION RESPONSE FORM

- 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: 1

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

Please provide 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 must also furnish a current completed W-9 form.

Baker Tilly Advisory Group, LP
Company Name – (Typed or Printed)


Authorized Agent Signature

4601 DTC Blvd, Suite 810
Address of Offeror

Denver, CO 80237
City, State, and Zip Code

Caitlin Humrickhouse
Authorized Agent, Title – (Typed or Printed)

+1 (312) 729 8098
Telephone Number

caitlin.humrickhouse@bakertilly.com
Email Address of Agent

June 28, 2024
Date

SOLICITATION RESPONSE FORM

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 of Service(s)
Not applicable		

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.

Fee proposal

Our value to you means achieving your objectives and imagining new ones. We will share industry insights and appropriate best practices to gain process efficiencies by directing our best resources to the City of Grand Junction.

A transparent fee estimate

We are excited about the opportunity to work with Grand Junction and have prepared the fee estimate below to meet the City's needs and objectives. Our fees allow for thorough and insightful advice from experienced professionals without unnecessary add-on charges.

SERVICES FOR THE CITY	FEES*
Activity 1 — Kick off meeting to confirm activities and timeline	\$3,670
Activity 2 — Gather information and create process maps	\$15,935
Activity 3 — Conduct analysis and prepare observations and preliminary recommendations	\$11,385
Activity 4 — Deliver project report	\$16,125
Activity 5 — Prepare implementation action plan	\$2,875
TOTAL FOR ALL SERVICES	\$49,990

OUR TRANSPARENT, FAIR FEE ESTIMATE

The City of Grand Junction can expect a competitive fee arrangement and continuous value.

No unnecessary charges

You won't see add-on charges for routine calls, emails or quick consultations. They are included in our fees quoted above. If your need is out of scope, we will never perform additional work unless you give us the go-ahead. Our final billing will always be based on the value we deliver to you.

Key assumptions

We based our fee estimate on your needs as stated in the RFP. If any of the assumptions below change, we will share new requirements, budgetary considerations and options.

ASSUMPTIONS	
<ul style="list-style-type: none"> Adequate support, preparedness, cooperation and feedback from management The City will provide resources to assist with coordination activities such as scheduling, gathering contact information and securing project team space Appropriate staff will be available per the agreed-to schedules 	<ul style="list-style-type: none"> Baker Tilly will have access to, and be provided with, electronic or other readily available data, without the need to conduct data extraction Information will be provided within the specified timeframes and format No significant changes in scope

Delivering services above the standard — at standard hourly rates

When we are here to help, even outside the scope of our engagement. If the service you need is out of scope, we will promptly communicate with the project manager. We will provide a fee estimate in advance of completing additional services to outline the time and expense we believe are needed to complete additional work that is outside of the scope.

Any fees will be based on our standard rates shown below. Before we send a final invoice, we confirm that you have received the value you deserve.











STANDARD HOURLY RATES	
STAFF LEVEL	HOURLY RATES
Principal	\$475
Director	\$380
Manager	\$236
Senior consultant	\$184
Peer review, proofing and production	\$184

DELIVERING BEYOND THE STANDARD

When the City of Grand Junction needs additional services, we're flexible and accessible, standing ready to serve your needs beyond the scope of our engagement.

Affirming our commitment to the City of Grand Junction

Our team will always look for a better way to help you stay ahead of every curve on our journey together

 <p>A team that knows your landscape</p> <p>Your team has worked with similar clients and will hit the ground running</p>	 <p>Eyes on the horizon</p> <p>We will share proactive ideas, industry insights and educational opportunities</p>	 <p>Commitment to cost control</p> <p>We won't send surprise bills or add unnecessary charges</p>	 <p>Staff continuity</p> <p>Our commitment to our people ensures you'll have a consistent team with consistent knowledge of your needs</p>	 <p>Ahead of the curve</p> <p>Our innovative technology keeps you at the forefront of communication, efficiency and compliance</p>
 <p>Resources around the globe</p> <p>You'll have access to specialists across the nation and around the world</p>	 <p>Wide-open communication</p> <p>Expect frequent check-ins and prompt responses to your questions</p>	 <p>Solutions scaled for you</p> <p>Our service plans are flexible and collaborative, crafted for your unique needs</p>	 <p>Principal support</p> <p>You'll always work with experienced team members who bring big-picture perspectives</p>	 <p>Unlimited potential</p> <p>Our services grow with your needs and evolve as you do</p>

ABOVE ALL, OFFERING INFINITE POTENTIAL

Going above and beyond to exceed the City's expectations is important to us.

Legal proceedings/lawsuits

This is more than a proposal. It's a promise. A promise to serve as your sounding board, your navigator and your second set of eyes on the horizon and beyond.

Standing strong, with a positive reputation for more than 90 years

Along the course traveled by any large business, litigation is a fact of life. Allegations of various common law and statutory violations are regularly made against large accounting and advisory firms like Baker Tilly. Baker Tilly does not disclose or discuss its litigation, which is generally disposed of in the normal course of business and under any applicable professional indemnity insurance policy.

We expect to resolve any pending matters without material detrimental impact on the firm. We enjoy the benefits of the positive reputation we've built and upheld for more than 90 years.

Exceptions

Per RFP Section 1.15, we hereby take exception to the provisions detailed in the attached exceptions table. If selected, we will require the ability to propose additional terms and negotiate mutually acceptable revisions to these sections prior to executing a final contract.

Page No.	Section/ Paragraph No.	Proposed Revision
9	2.10	<p>We propose to revise this section as follows:</p> <p>Assignment: The Firm shall not sell, assign, transfer, or convey the Contract resulting from this RFP, in whole or in part, without prior written approval from the Owner. <u>The Firm may assign and transfer this Agreement and any Statement of Work to any successor that acquires all or substantially all of the business or assets of the Firm by way of merger, consolidation, other business reorganization, or the sale of interests or assets.</u></p>
9	2.13	<p>We propose to revise this section as follows:</p> <p>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 course of performing such Services is to be kept strictly confidential. <u>This section shall not apply to information which is (A) publicly known, (B) already known to the recipient; (C) disclosed to a third party without restriction; (D) independently developed; or (E) disclosed pursuant to legal requirement or order, or as is required by regulations or professional standards governing the Services performed. Subject to the foregoing, the Firm may disclose Owner's Confidential Information to its subcontractors and subsidiaries.</u></p>
10	2.25	<p>We propose to revise this section as follows:</p> <p>Indemnification: The Firm shall defend, indemnify, and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool (<u>each a "Covered Person"</u>), from and against all <u>third party</u> liability, suits, actions, or other claims of any character, name, and description <u>to the extent such claim is finally determined to be</u> brought for or on account of any <u>bodily injuries</u> or damages received or sustained by any person, persons, or <u>personal tangible</u> 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. <u>Notwithstanding the foregoing, Owner hereby releases the Firm, its subsidiaries and their present or former partners, principals, employees, officers and agents from, and acknowledges that such parties shall not be required to indemnify Owner or any Covered Person against, any costs, fees, expenses, damages and liabilities (including attorneys' fees and all defense costs) relating to or arising as a result of the acts or omissions of Owner or any Covered Person. Furthermore, because of the importance of the information that Owner provides to the Firm with respect to the Firm's ability to perform the services, Owner hereby releases the Firm and its present and former partners,</u></p>

EXCEPTIONS

		<p><u>principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services that arise from or relate to any information, including representations by management, provided by Owner, its personnel or agents, that is not complete, accurate or current.</u></p> <p><u>The liability (including attorney's fees and all other costs) of the Firm and its present or former partners, principals, agents or employees related to any claim for damages relating to the services performed under this Contract shall not exceed the fees paid to the Firm for the portion of the work to which the claim relates, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of the Firm relating to such services. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays, interruptions, or viruses arising out of or related to this Contract even if the other party has been advised of the possibility of such damages.</u></p>
11	2.27	<p>We propose to revise this section as follows:</p> <p>Ownership: <u>Subject to the Firm's rights in "the Firm's Knowledge" (as defined below), All documents, plans, concepts, and work prepared under the Contact, etc., created by the Firm for this Service, shall become the property of the Owner. All information furnished by the Owner is and shall remain the Owner's property. Notwithstanding the foregoing, the Firm will maintain all ownership right, title and interest to all of the Firm's Knowledge. For purposes of this Agreement "the Firm's Knowledge" means the Firm's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by the Firm prior to the Effective Date of this Contract ("the Firm's Preexisting Knowledge") (2) developed or obtained by the Firm after the Effective Date, including during the course of providing services under this Contract, but: (i) which are developed or obtained without using the Owner's Confidential Information, or (ii) which the Owner has not paid for such development; and (3) extensions, enhancements, or modifications of the Firm's Preexisting Knowledge which do not include or incorporate the Owner's Confidential Information. To the extent that any the Firm's Knowledge is incorporated into the Deliverables, the Firm grants to the Owner a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Firm Knowledge in connection with the deliverables, and for no other purpose without the prior written consent of the Firm.</u></p>



Appendix A: Resumes

PRINCIPAL**Caitlin M. Humrickhouse, MPA, SWP**

Caitlin Humrickhouse is a principal with Baker Tilly's public sector advisory practice.

**Baker Tilly Advisory Group, LP**

400 North Ashley Drive
Suite 1600
Tampa, FL 33602
United States

T: +1 (312) 729 8098

caitlin.humrickhouse@bakertilly.com

bakertilly.com

Education

Master of Public Administration with
a concentration in financial
management
University of Illinois at Chicago

Bachelor of International Business
Bachelor of Spanish
University of Illinois at Urbana-
Champaign

Caitlin is a strategic workforce planner with a deep understanding of succession planning and strategic human capital management. Caitlin's other areas of expertise include benchmarking, organizational redesign and system needs assessment and selection. Prior to joining the firm, she worked at the University of Illinois at Chicago performing program and market analyses for an online education unit.

Specific experience

- Provides management consulting services with a focus on resource optimization, assisting governmental entities in their efforts to ensure the resources available (people, processes and technology) are utilized in the most efficient manner
- Reviews and redesigns core business processes to enhance internal controls, align with industry best practices, leverage available technology and create efficiencies
- Performs organizational structure analyses for local governments, examining the current state versus the future optimal state of job functions and departments
- Offers technology needs assessment and system selection services to help organizations achieve strategic goals by leveraging technology
- Prepares organizations to be sustainable and resilient in the face of workforce challenges and fiscal pressure through the application of operational and organizational reviews, succession planning and technology implementation

Industry involvement

- Illinois Association of Municipal Management Assistants
- Illinois City/County Management Association (ILCMA)
- Institute of Internal Auditors (IIA)
- International City/County Management Association (ICMA)

Community involvement

- Step Up
- Chicago Chapter of the U.S. National Committee for United Nations Women

PRINCIPAL

Caitlin M. Humrickhouse, MPA, SWP

Page 2

Thought leadership

- Environmental, social and governance, presenter, October 2023
- [Environmental, social and governance - a public sector webinar series](#), presenter, February 2023
- [“Workforce and succession planning – part 3: training and competitiveness,”](#) author, November 2022
- [“Workforce and succession planning – part 2: core competencies and top talent,”](#) author, November 2022
- [“Workforce and succession planning – part 1: getting started,”](#) author, October 2022
- [“The strategies and challenges of managing an evolving workforce,”](#) author, July 2022
- [“Strategic talent management,”](#) author, July 2022
- [“Recession proofing: six actions governments and not-for-profits should take to prepare for revenue shortages,”](#) author, April 2020

Continuing professional education

- Strategic Workforce Planner, Human Capital Institute

DIRECTOR**Jacquelyn McCray, Ph.D.**

Jacquelyn McCray is a director with Baker Tilly's public sector advisory practice.

**Baker Tilly Advisory Group, LP**

1730 Madison Rd
Cincinnati, OH 45206
United States

T: +1 (513) 861 5400

jacquelyn.mccray@bakertilly.com

bakertilly.com

Education

Doctor of Philosophy in leadership
and change
Antioch University

Master of Public Administration
Bachelor of Urban Planning
University of Cincinnati

Jacquelyn is a professional urban planner. She has worked on numerous projects involving development review, organizational and workflow analyses, performance measurement, strategic benchmarking and planning, and service sharing. Jacquelyn has experience in process improvement and re-engineering of local government development review processes involving multiple departments and agencies.

She also has excellent interview and facilitation skills and frequently conducts leadership, employee and stakeholder focus group meetings. She is a skilled civic engagement and group process facilitator and has served various civic and professional groups in this capacity.

Jacquelyn previously held positions as a budget analyst, project manager and land-use manager with the City of Cincinnati. After concluding her tenure with Cincinnati, she served as vice chairperson and member of the Cincinnati City Planning Commission for nine years.

Specific experience

- Extensive experience helping local governments create strategic plans and community visions, reform and improve development review processes, analyze organizations and workflows, develop performance measures, and analyze peer benchmarking data
- Designed and facilitated strategic planning and goal-setting workshops for municipalities and organizations across the U.S.
- Performed organization and operations analysis for municipalities and organizations across the U.S.
- Refined experience in analyzing organizational operations, conducting development review process analyses and identifying improvement projects for planning and land use management organizations

Industry involvement

- American Planning Association
- International City County Management Association

MANAGER

Kristian Vaughn, EDFP, ENV SP

Kristian is a manager with Baker Tilly's public sector advisory practice.



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Suite, 2000
Milwaukee, WI 53202
United States

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kristian.vaughn@bakertilly.com

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Education

Doctor of Philosophy in
architecture
Master's degree in urban planning
Bachelor's degree in history and
Spanish
University of Wisconsin –
Milwaukee

Kristian is an experienced and well-connected economic development strategist, urban science researcher and project manager with 10 years of experience in community economics, land use management and public policy in the governmental, private consulting and not-for-profit sectors.

Specialties include financial structuring of complex, multimillion dollar transactions, supporting municipal staff in the development and implementation of economic strategies to catalyze reinvestment in commercial corridors, and assessing neighborhood economic performance, local market changes, and public policy impacts through the development of data dashboards, 2D mapping and digital twins.

Specific experience

- Responsible for deal origination, client relationship management and project contracting for Wisconsin's Business Development Tax Credit (BTC) program in southeastern Wisconsin. Served as the manager for deals from initial concept to application, underwriting, contract execution and servicing. Coordinated client management with regional and county economic development organizations (EDOs) to structure transactions with multiple financing sources, including tax credits, loans, tax increment finance and grants
- Conducted economic development analyses to support comprehensive and master planning, strategic planning for business improvement districts and revitalization schemes for dormant marketplaces

Continuing professional education

- Economic Development Finance Professional (EDFP)
- Envision Sustainability Professional (ENV SP)

Awards and recognition

- Graduate of the Last Decade (GOLD) Award
- American Institute of Certified Planners (AICP) Outstanding Student Award

SPECIAL ADVISOR

Elaine Costello

Elaine Costello is a special advisor for Baker Tilly's public sector advisory team.



Baker Tilly Advisory Group, LP

50 Fremont St
40th Floor
San Francisco, CA 94105
United States

T: +1 (415) 781 2500

elaine.costello@bakertilly.com

bakertilly.com

Education

Master's degree in city planning
Columbia University
(New York, NY)

Bachelor's degree, summa cum
laude
Vassar College
(Poughkeepsie, NY)

Elaine has more than 25 years of experience at the executive level in local government, having served as director of community development in Mountain View, South San Francisco and Belmont. She has also worked as a consultant for 8 years. Elaine has focused on helping communities create innovative and effective solutions to challenging community development issues. During her tenure in Mountain View, she streamlined the development review process, focusing on making development decisions timely, predictable and fair, while also producing built projects of award-winning design and planning quality. This approach facilitated a major business expansion, including the planning and design for the Google, Microsoft, Alza, Verisign and Symantec campuses. Since leaving Mountain View, Elaine has been a professional consultant, providing high caliber professional services. In addition to organizational development and management, process improvement and re-engineering of local government development review processes, economic development, organizational development and negotiation expertise, Elaine's areas of experience include facilitation, leadership development, training and community outreach.

Specific experience

- Started her career in private practice with an engineering firm
- Independent consultant for local governments
- Community development director for the City of Belmont
- Community development director in Mountain View for 15 years

Industry involvement

- California Planning Roundtable
- Fellow by the American Institute of Certified Planners

Awards and recognition

- American Planning Association National Planning Award for Implementation (Mountain View's Transit Oriented Development)
- California Chapter Award for Implementation (Mountain View Rowhouse Guidelines)
- PEN award by California Chapter of APA

DIRECTOR**Marvalette Hunter**

Marvalette Hunter is a director with Baker Tilly's public sector advisory practice.

**Baker Tilly Advisory Group, LP**

11750 Katy Freeway
Suite 1100
Houston, TX 77079
United States

T: +1 (346) 327 6943

marvalette.hunter@bakertilly.com

bakertilly.com

Education

Master of Regional Planning
Cornell University
(Ithaca, New York)

Bachelor of Architecture
Florida A&M University

Marvalette works collaboratively with clients on a wide range of strategic initiatives, including affordable housing, economic development, strategic planning, real estate development and finance, debt structuring, community planning, transportation and infrastructure.

Specific experience

- Architecture and urban design, city and regional planning, real estate development, multifamily tax credit and tax-exempt bond financing, public housing authority RAD conversions, HUD consolidated Plans (CDBG, HOME, HOPWA, ESG), tax increment finance districts, management districts, enterprise zones, tax abatements and public/private partnerships (P3)
- Served eight years as chief of staff for Houston Mayor Sylvester Turner
- Former chief development officer, Harris County Housing Authority
- Former VP of community lending, for a Seattle based American savings bank holding company
- Executive director of a not-for-profit development corporation and dominion CDC

Industry involvement

- American Leadership Forum, LV
- Texas Affordable Housing Task Force
- Texas Commission on Jail Standards
- Near Northwest Management District, board member

Community involvement

- Holocaust Museum Houston, trustee
- Rockwell Fund, trustee
- NHS Jack and Jill of America, Inc., past president and national legislative chair

Thought leadership

- "Faith-Based Affordable Housing Development and Resource Guide", co-author, Fannie Mae Foundation, September 2005

Awards and recognition

- Top 30 Most Influential Women in Houston, 2018

SENIOR CONSULTANT

Sarona Vivanco

Sarona Vivanco is a senior consultant with Baker Tilly's public service group.



Baker Tilly Advisory Group, LP

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Suite 600
Los Angeles, CA 90025
United States

T: +1 (818) 536 6645

sarona.vivanco@bakertilly.com

bakertilly.com

Education

Master's degree in public
administration
University of Southern California

Bachelor's degree in political
science with an emphasis in state
and local government
California State University,
Northridge

Sarona Vivanco joined Baker Tilly in 2023 after 31 years in local government. She spent the bulk of her career in a variety of roles at the City of Santa Clarita, California, assisting that organization as it grew from a newly incorporated city into the third largest city in Los Angeles County. A strong generalist, Sarona worked in every line department at Santa Clarita including Public Works, Community Development, Parks and Recreation, Neighborhood Services, Administrative Services and the City Manager's Office. Sarona has extensive experience in strategic planning, project management, organizational review, goal setting, performance measurement and budget preparation.

Specific experience

- Led a team to facilitate a comprehensive audit of City Commissions and Committees. Made numerous recommendations designed to enhance the use and effectiveness of advisory boards.
- Represented the Department on a variety of projects including the roll-out of employee survey results, an update of the City's Dress Code, and a revision of the City's employee benefit structure to ensure sustainability.
- Prepared and submitted grant applications which received funding for historic preservation efforts, recreation programming and public safety enhancements.
- Performed a management audit of an operational department, conducted confidential interviews and formulated recommendations for implementation, resulting in staff rotations and realignment of workloads.
- Created and facilitated a comprehensive capital asset identification, evaluation and replacement plan, designed to assist with long-term budget planning and asset replacement.
- Served on the Hazard Mitigation Plan Steering Committee and drafted the City's first Hazard Mitigation Plan.
- Evaluated space needs at the 90,000 square foot City Hall facility and assisted with the formulation of a long-term space allocation plan.
- Developed a new philosophy for cost recovery in recreation programs. Served as department coordinator of comprehensive fee studies conducted every three years, and managed minor annual adjustments to fee schedule.

Awards and recognition

- Past president of the Municipal Management Association of Southern California
- Assisted the California City Management Foundation with the planning and implementation of its annual New and Future City Managers Seminar
- Founding member and past president of Women Leading Government and served on the California WLG Board for 17 years

SENIOR CONSULTANT

Ashley Bertholf

Ashley Bertholf is a senior consultant with Baker Tilly's public sector advisory practice.



Baker Tilly Advisory Group, LP

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Irvine, CA 92612
United States

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ashley.bertholf@bakertilly.com

bakertilly.com

Education

Master of Science in international
public policy
University College
(London, England)

Bachelor of Arts in geography
University of California, Los
Angeles

Ashley brings a wealth of experience in local government as a public sector management senior consultant. She has worked with a variety of cities and counties across the west coast, delivering services for Offices of the City Manager, Parks and Recreation, Transportation, and Information Technology Departments. Her areas of expertise include customer experience transformation, workforce analysis, business process improvement and organizational change management.

Specific experience

- Conducted a county-wide organizational assessment and a workload analysis identifying key staffing and workload gaps, documenting 15 departments' key workload drivers, skill gaps and historic workload changes
- Worked on a human-centered design communication transformation project focusing on system outages
- Worked on a Customer Experience Vision and Standards project, which worked to improve customer experience across all divisions and departments of the city to improve residents' interaction with city government
- Supported the Department of Parks, Recreation and Neighborhood Services to design a new model for neighborhood engagement
- Supported the Workday Implementation Organizational Change Management workstream



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/23/2024

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).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C. No. Ext): (312) 381-1000 FAX (A/C. No.): (312) 381-7007		
	E-MAIL ADDRESS:		
INSURED Baker Tilly US, LLP & Baker Tilly Advisory Group, LP P.O. Box 7398 4807 Innovate Lane Madison WI 53707-7398 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: National Fire Ins. Co. of Hartford		20478
	INSURER B: The Continental Insurance Company		35289
	INSURER C: American Casualty Co. of Reading PA		20427
	INSURER D: Continental Casualty Company		20443
	INSURER E: Lloyd's Syndicate No. 1686		AA1120156
INSURER F:			


COVERAGES	CERTIFICATE NUMBER: 570107779485	REVISION NUMBER:
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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. Limits shown are as requested

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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			C6016751638 General Liability	01/01/2024	01/01/2025	EACH OCCURRENCE	\$1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000					
		MED EXP (Any one person)	\$5,000					
		PERSONAL & ADV INJURY	\$1,000,000					
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BUA 6016751641 Auto	01/01/2024	01/01/2025	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 <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			CUE6016723001 Umbrella	01/01/2024	01/01/2025	EACH OCCURRENCE	\$5,000,000
		AGGREGATE	\$5,000,000					
B C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	N/A	WC616751624	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
				WC623746823	01/01/2024	01/01/2025	E.L. EACH ACCIDENT	\$1,000,000
				WC643413436	01/01/2024	01/01/2025	E.L. DISEASE-EA EMPLOYEE	\$1,000,000
				Workers Compensation			E.L. DISEASE-POLICY LIMIT	\$1,000,000
E	Cyber Liability			PSAC22400011 Network&Privacy	06/01/2024	06/01/2025	Limit Deductible	\$2,000,000 \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Contract RFP-5452-24-KF
 City of Grand Junction, its elected and appointed Officials, employees, and volunteers are added as Additional Insured as respects the General Liability and Automobile Liability as required per written contract. Umbrella is a follow form. Notice of cancellation will be provided in accordance with the policy provisions. General Liability is primary and non-contributory to other insurance available to the certificate holder, but only to the extent required by written contract with the insured. A waiver of subrogation in favor of Additional Insured as respect the General Liability, Auto Liability and Workers Compensation pursuant to a written contract.

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

Holder Identifier :

Certificate No : 570107779485





General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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General Liability Extension Endorsement**1. ADDITIONAL INSURED**

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **K.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **K.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Grantor of Franchise

Any person or organization that has granted a franchise to a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** as grantor of a franchise to the **Named Insured**.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

General Liability Extension Endorsement**E. Lessor of Land**

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway 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; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

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General Liability Extension Endorsement**I. Trade Show Event Lessor**

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:
 - a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury or property damage included within the products-completed operations hazard**.

J. Vendor

Any person or organization but only with respect to such person or organization's liability for **bodily injury or property damage** arising out of **your products** which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:
 - a. **bodily injury or property damage** for which such person or organization is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;
 - b. any express warranty unauthorized by the **Named Insured**;
 - c. any physical or chemical change in any product made intentionally by such person or organization;
 - d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. demonstration, installation, servicing or repair operations, except such operations performed at the such person or organization's premises in connection with the sale of a product;
 - g. products which, after distribution or sale by the **Named Insured**, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or
 - h. **bodily injury or property damage** arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) the exceptions contained in Subparagraphs **d.** or **f.** above; or
 - (2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the **Named Insured** to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This Paragraph **J.** does not apply to any insured person or organization, from whom the **Named Insured** has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.

General Liability Extension Endorsement

- 3. This Paragraph **J.** also does not apply:
 - a. to any vendor specifically scheduled as an additional insured by endorsement to this **Coverage Part**;
 - b. to any of **your products** for which coverage is excluded by endorsement to this **Coverage Part**; nor
 - c. if **bodily injury** or **property damage** included within the **products-completed operations hazard** is excluded by endorsement to this **Coverage Part**.

K. Other Person Or Organization

Any person or organization who is not an additional insured under Paragraphs **A.** through **J.** above. Such additional insured is an **Insured** solely for **bodily injury, property damage** or **personal and advertising injury** for which such additional insured is liable because of the **Named Insured's** acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

- 1. for **bodily injury, property damage, or personal and advertising injury** arising out of the rendering or failure to render any professional service;
- 2. for **bodily injury or property damage** included within the **products-completed operations hazard**; nor
- 3. who is specifically scheduled as an additional insured on another endorsement to this **Coverage Part**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

- A.** The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured.

- B.** With respect to persons or organizations that qualify as additional insureds pursuant to paragraph **1.K.** of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS** the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence, offense or claim** only when the **occurrence, offense or claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

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General Liability Extension Endorsement

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

- a.** on the effective date of this **Coverage Part**; or
- b.** by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a)** any partnership, limited liability company or joint venture; or
- (b)** any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

- A.** owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
 - B.** having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
- 4.** With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:
- a.** **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
 - b.** **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
- 5.** The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.



General Liability Extension Endorsement

not be deemed to be damages for personal and advertising injury and will not reduce the limits of insurance.

- D. This PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY Provision does not apply if Coverage B -Personal and Advertising Injury Liability is excluded by another endorsement attached to this Coverage Part.

17. PROPERTY DAMAGE – ELEVATORS

- A. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended such that the Damage to Your Product Exclusion and subparagraphs (3), (4) and (6) of the Damage to Property Exclusion do not apply to property damage that results from the use of elevators.
B. Solely for the purpose of the coverage provided by this PROPERTY DAMAGE – ELEVATORS Provision, the Other Insurance conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

18. SUPPLEMENTARY PAYMENTS

The section entitled SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

19. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the Named Insured unintentionally fails to disclose all existing hazards at the inception date of the Named Insured's Coverage Part, the Insurer will not deny coverage under this Coverage Part because of such failure.

20. WAIVER OF SUBROGATION - BLANKET

Under CONDITIONS, the Transfer Of Rights Of Recovery Against Others To Us Condition is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

- 1. the Named Insured's ongoing operations; or
2. your work included in the products-completed operations hazard.

However, this waiver applies only when the Named Insured has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

- 1. is in effect or becomes effective during the term of this Coverage Part; and
2. was executed prior to the bodily injury, property damage or personal and advertising injury giving rise to the claim.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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EXTENDED COVERAGE - BA PLUS - FOR HIRED AND NON-OWNED AUTOS

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

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A.	Broadened Bodily Injury

I. AMENDMENTS TO LIABILITY COVERAGE

A. Amendments to Who Is An Insured

Under **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, the paragraph entitled **Who Is An Insured** is amended to add the following:

1. Majority Owned Corporations

Any incorporated entity in which you own a majority of the voting stock on the inception date of this Coverage Form is an **insured**, but only if such entity is not an **insured** under any other liability “policy” that provides **auto** coverage.

2. Newly Acquired Organizations

Form No: CNA83700XX (10-2015)

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Any organization you newly acquire or form during the policy period, other than a limited liability company, partnership or joint venture, and in which you maintain majority ownership interest is an **insured**, but only if such organization is not an **insured** under any other liability "policy" that provides **auto** coverage. The insurance afforded by this provision:

- a. Is effective on the date of acquisition or formation of the organization, and applies until:
 - (1) The end of the policy period of this Coverage Form; or
 - (2) The next anniversary of this Coverage Form's inception date, whichever is earlier; and
- b. Does not apply to **bodily injury** or **property damage** caused by an **accident** that occurred before you acquired or formed the organization.

3. Additional Insureds Required By Written Contract

Any person or organization that you are required by written contract to make an additional insured under this insurance is an **insured**, but only with respect to that person or organization's legal liability for acts or omissions of a person who qualifies as an **insured** for Liability Coverage under **SECTION II - WHO IS AN INSURED** of this Coverage Form.

4. Employee-Hired Autos

Any **employee** of yours is an **insured** while operating with your permission an **auto** hired or rented under a contract in that **employee's** name, while performing duties related to the conduct of your business.

With respect to provisions **A.1.** and **A.2.** above, "policy" includes those policies that were in force on the inception date of this Coverage Form, but:

- i. Which are no longer in force; or
- ii. Whose limits have been exhausted.

B. Increased Loss of Earnings Allowance

Under **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, the paragraph entitled **Coverage Extensions** is amended under **Supplementary Payment** subparagraph **(4)** to delete the \$250. a day limit for loss of earnings and replace it with a \$500. a day limit.

C. Fellow Employee Coverage

Under **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Fellow Employee**.

II. AMENDMENTS TO PHYSICAL DAMAGE COVERAGE

A. Increased Loss of Use Expense

Under **SECTION III – PHYSICAL DAMAGE COVERAGE**, the paragraph entitled **Coverage Extensions** is amended under **Loss of Use Expenses** to delete the maximum of \$600., and replace it with a maximum of \$800.

B. Broadened Electronic Equipment Coverage

Under **SECTION III – PHYSICAL DAMAGE COVERAGE**, the paragraph entitled **Exclusions** is amended to delete paragraphs **5.a** through **5.d.** in their entirety, and replace them with the following:

- 5. Exclusions **4.c.** and **4.d.** above do not apply to **loss** to any electronic equipment that at the time of **loss** is:

Form No: CNA83700XX (10-2015)

Endorsement Effective Date:

Endorsement No: 14; Page: 2 of 4

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

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- a. Permanently installed in or upon a covered **auto**, nor to such equipment's antennas or other accessories used with such equipment. A \$100 deductible applies to this provision, and supersedes any otherwise applicable deductible; or
- b. Designed to be operated solely by use of the power from the **auto's** electrical system and is:
 - (1) Removable from a housing unit which is permanently installed in or upon the covered **auto**;
 - (2) An integral part of the same unit housing any electronic equipment described in paragraphs a. or b.(1) above; or
 - (3) Necessary for the normal operation of the covered **auto** or the monitoring of the covered **auto's** operating system.

III. AMENDMENTS TO BUSINESS AUTO CONDITIONS

A. Knowledge of Accident or Loss

Under **BUSINESS AUTO CONDITIONS**, the **Loss Condition** entitled **Duties In the Event of Accident, Claims, Suit, or Loss** is amended to add the following subparagraph a.(4):

- (4) If your **employees** know of an **accident** or **loss**, this will not mean that you have such knowledge until such **accident** or **loss** is known to a natural person Named Insured, to a partner, executive officer, manager or member of a Named Insured, or to an **employee** designated by any of the above to be your insurance manager.

B. Knowledge of Documents

Under **BUSINESS AUTO CONDITIONS**, the **Loss Condition** entitled **Duties In the Event of Accident, Claims, Suit, or Loss** is amended to add the following subparagraph b.(6):

- (6) If your **employees** know of documents concerning a claim or **suit**, this will not mean that you have such knowledge until such documents are known to a natural person Named Insured, to a partner, executive officer, manager or member of a Named Insured, or to an **employee** designated by any of the above to be your insurance manager.

C. Waiver of Subrogation

Under **BUSINESS AUTO CONDITIONS**, the **Loss Condition** entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

D. Unintentional Failure To Disclose Hazards

Under **BUSINESS AUTO CONDITIONS**, the **General Condition** entitled **Concealment, Misrepresentation or Fraud** is amended to add the following:

Your failure to disclose all hazards existing on the inception date of this Coverage Form shall not prejudice you with respect to the coverage provided by this insurance, provided such failure or omission is not intentional.

E. Primary and Non-Contributory When Required By Contract

Under **BUSINESS AUTO CONDITIONS**, the **General Condition** entitled **Other Insurance** is amended to add the following:

Form No: CNA83700XX (10-2015)

Endorsement Effective Date:

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Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL
60606



Notwithstanding provisions **5.a.** through **5.d.** above, the coverage provided by this Coverage Form shall be on a primary and non-contributory basis when required to be so by a written contract entered into prior to **accident** or **loss**.

IV. AMENDMENTS TO DEFINITIONS

A. Broadened Bodily Injury

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, mental anguish or mental injury sustained by that person which results as a consequence of the physical injury, sickness or disease.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA83700XX (10-2015)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 14; Page: 4 of 4

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL
60606

Policy No: BUA 6016751641

Policy Effective Date: 01/01/2024

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement No: 17; Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: WC 6016751624

Policy Effective Date: 01/01/2024

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