



Please send the invoice for this order to the address shown. Failure to use our order number on any documentation pertaining to this order may result in return of shipment or delayed payment.

**Supplier:**

Wiss, Janney, Elstner Associates, Inc.  
P.O. Box 204645  
Dallas, TX 75320

**Ship To:**

333 West Avenue  
Building E  
GRAND JUNCTION, CO 81501  
UNITED STATES

**Bill To:**

City Hall  
250 N 5th Street  
GRAND JUNCTION, CO 81501  
UNITED STATES

SUPPLIER #: 11872  
FAX#:  
EMAIL: [accountsreceivable@wje.com](mailto:accountsreceivable@wje.com)

**Order Number**  
**GJPO100779**

**Order Date**  
**10/20/2025**

SOLICITATION #:  
NOTES: Contract #5747-25-KF

WTP CONTACT BASIN ASSESSMENT

<i>Tax Terms</i>		<i>For the tax-exempt purchase, Grand Junction's tax ID is 84-6000592</i>			
		<i>All Library Purchases are Tax Exempt - Tax ID 98-03544</i>			
Requestor <a href="mailto:amyb@gjcity.org">amyb@gjcity.org</a>		Phone 1-970-244-1574	Net Terms Net 30	Date Required 10/21/2025	
QUANTITY	UNIT	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
			WTP CONTACT BASIN ASSESSMENT		60,720.00
<b>Total</b>					60,720.00

Approved:



CITY OF GRAND JUNCTION, COLORADO

\*\*\*\*\*

**CONTRACT**

This Contract is made and entered into this 20<sup>th</sup> day of October 2025, 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 ("City"), and **Wiss, Janney, Elstner Associates, Inc.** ("Firm").

WITNESSETH:

WHEREAS the City received a comprehensive price proposal from the Firm encompassing all that is required for the provision of the Service(s) delineated within the Contract Documents, referred to herein as the **Water Treatment Plant Contact Basins Condition Assessment, 5747-25-KF**.

WHEREAS, the City has awarded the contract to the above-named Firm, and said Firm is now ready, willing, and able to provide 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 the 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 order of contract document governance shall be as follows:

- a. The body of this Contract Agreement
- b. The City's General Contract Terms and Conditions #5747-25-KF
- c. The Firm's Proposal
- d. Service Change Requests (directing changed service(s) to be performed)
- e. Change Orders
- f. Amendments

## ARTICLE 2

Definitions: The City's General Terms and Conditions apply to the terms used in the Contract and the Contract Documents.

## ARTICLE 3

Contract Service(s): The Firm shall provide all professional services and furnish all necessary labor, tools, materials, equipment, and incidental expenses required to perform the services and work described in the attached Proposal, dated October 3, 2025, including engineering evaluation, nondestructive testing, field sampling, laboratory analysis, and preparation of a sealed report of findings and recommendations.

All services shall be performed in accordance with the terms and conditions of the Contract Documents and in full compliance with the Proposal.

## ARTICLE 4

Contract Time: Adherence to the established timeline is imperative for the fulfillment of this Contract. The Firm shall commence performance of the Services upon full execution of this Contract and shall complete and deliver all required Services in accordance with the schedule outlined in the Firm's Proposal. Laboratory testing and report completion will occur within approximately six (6) weeks following the conclusion of field work.

## ARTICLE 5

Contract Price and Payment Procedures: The Firm shall accept, as full and complete compensation for the satisfactory performance and completion of all Services and Work specified in the Contract Documents, a **not-to-exceed** amount of **Sixty Thousand Seven Hundred Twenty Dollars and Zero Cents (\$60,720.00)** (the "Contract Price").

The Contract Price is all-inclusive and has been duly appropriated by the Grand Junction City Council for the use and benefit of this Project. No increase to the Contract Price shall be permitted except by a duly executed Change Order or other written directive issued by the City. The City shall not authorize or require the Firm to perform any additional services that would cause the total compensation under this Contract to exceed the appropriated amount, unless and until the City provides written assurance that additional lawful appropriations have been made to cover such costs.

The Contract Price represents a not-to-exceed, time-and-materials amount, inclusive of all labor, travel, testing, laboratory analysis, reporting, and incidental expenses necessary to complete the Services described in the Firm's Proposal.

## ARTICLE 6

Contract Binding: The City 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 City and Firm and may only be altered, amended, or repealed by a duly executed written instrument. Neither the City 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. Specifically, the Firm shall not assign any monies due or to become due without the prior written consent of the City.


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 on the day, and the year first mentioned herein.

The Contract is executed in two counterparts.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:  
  
9F709E7D30F148C...

By: \_\_\_\_\_


Duane Hoff Jr., Contract Administrator

10/20/2025

\_\_\_\_\_

Date

Wiss, Janney, Elstner Associates, Inc.

Signed by:  
  
42F021740B0E476...

By: \_\_\_\_\_

Terry McGovern, Associate Principal

10/20/2025

\_\_\_\_\_

Date





## Professional Services #5747-25-KF

### Section 1.0: General Contract Terms and Conditions

- 1.1. **Americans with Disability Act (ADA) Compliance Mandate:** Following HB21-1110, all documents produced, delivered, or exchanged under this Contract 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. compliance with the current version of the Web Content Accessibility Guidelines (WCAG) as incorporated into the State of Colorado's technology standards.
- 1.2. **The City:** The City will act by and through its authorized representative(s).
- 1.3. **Compliance:** By executing the Contract, the Firm acknowledges and agrees to comply with all applicable terms, conditions, and requirements set forth or incorporated by reference herein. In the event of any conflict, ambiguity, or omission in the City's Terms and Conditions or within the Contract documents that may affect the Firm's understanding of its obligations, it is the Firm's responsibility to seek clarification from the City prior to proceeding. Failure to request such clarification shall not relieve the Firm of its responsibility to perform in full compliance with the Contract.
- 1.4. **Controlling Authority:** The 2024 version of the City [Procurement Policy](#) is controlling.
- 1.5. **Public Disclosure Notice:** Pursuant to the Colorado Open Records Act (CORA), all materials submitted in response to the Contract shall be considered public records and may be subject to public disclosure, except for information specifically designated as confidential, proprietary, or trade secret by the Firm, and only to the extent permitted by law.

Upon award and execution of a contract, the Firm's proposal (Scope of Work) shall be available for public inspection in accordance with CORA and upon receipt of an [Open Records Request](#).

Public disclosure is also subject to the applicable provisions of CORA in the event the solicitation or resulting project is canceled.

- 1.6. **Public Disclosure Record:** If the Firm knows its employee(s) or subcontractors have an immediate family relationship with a City employee or elected official, the Firm must provide the Purchasing Division with the name(s) of that/those individual(s). The

individual(s) must file a "Public Disclosure Record" and/or a statement of financial interest before conducting business with the City.

- 1.7. Collusion Clause:** The Firm certifies that it has not been involved in any collusive action(s) or activity(ies) that violate applicable federal or state antitrust laws, rules, or regulations in connection with this Contract. If collusion is discovered at any performance stage, the City reserves the right to terminate this Contract immediately and pursue all available legal remedies. At its discretion, the City may disqualify the Firm from consideration for future contracts.
- 1.8. Gratuities and Kickbacks:** The Firm(s) certifies that no gratuities, kickbacks, or contingent fees have been or will be offered, solicited, or paid in connection with this Proposal or any resulting Contract. This includes, but is not limited to, the offering or payment of commissions, gifts, or other considerations contingent upon a Contract's award. If the Firm breaches this certification, the City reserves the right to terminate the Contract immediately without liability and may pursue all available legal remedies.
- 1.9. Ethics:** The Firm shall not offer, give, solicit, or accept gifts, favors, or anything of value to or from any employee, official, or agent of the City that could influence, or appear to influence, the procurement process. Additionally, the Firm(s) shall not enter into any business arrangement or financial relationship with any such individuals that may create a conflict of interest or undermine public trust. Any violation of this provision may result in disqualification from consideration, contract termination, and potential legal consequences.
- 1.10. Contract Documents:** The Contract Documents include the Firm's submitted proposal and supporting documents, and any negotiations when formally accepted by the City and memorialized by written agreement. These documents collectively constitute a binding and enforceable Agreement ("Contract") between the City and the Firm upon acceptance. The Contract represents the entire and integrated agreement between the City and the Firm ("Parties") and supersedes all prior negotiations, representations, or agreements, whether written or oral. Any modifications or amendments to this Contract must be made through a duly executed Change Order or Contract amendment.
- 1.11. Open Records and Confidential Material:** All materials submitted with the Firm's proposal shall become public records and, upon contract award, shall be subject to public inspection under the Colorado Open Records Act (CORA).

For the purposes of this provision, "**Proprietary or Confidential Information**" refers to information that is not generally known to competitors and provides a competitive advantage. The unrestricted disclosure of such information places it in the public domain and eliminates any claim of confidentiality.

Firm(s) seeking to designate specific information as confidential or proprietary must:

- 1.11.1. Clearly mark each page or section of the proposal containing such information with the words “**Confidential Disclosure.**”
- 1.11.2. Provide confidential information as a separate file; and
- 1.11.3. Provide a written explanation justifying the claim of confidentiality, specifying how disclosure would cause substantial harm to the Firm’s competitive position, consistent with CORA.

The City shall review all confidentiality requests. The final determination of whether materials qualify for confidential treatment rests solely with the City. If a confidentiality request is denied, the Firm(s) can withdraw its proposal or remove the contested confidential or proprietary information before the proposal is made publicly available.

Notwithstanding the foregoing, the following materials shall not be considered confidential or proprietary under any circumstances:

- Cost or pricing information.
- The entirety of a proposal submission.

Failure to comply with these requirements may result in the information being deemed public and subject to disclosure under CORA. The City assumes no responsibility for protecting information not properly designated and submitted under this section.

- 1.12. **Taxes:** The City is exempt from State, County, and Municipal Taxes and Federal Excise Taxes; therefore, all fees shall not include taxes.
- 1.13. **Sales and Use Taxes:** The Firm and all subcontractors must obtain exemption certificates from the Colorado Department of Revenue for sales and use taxes. Proposals shall reflect the removal of Sales and Use Tax on materials, fixtures, and equipment.
- 1.14. **Federal Taxpayer Identification Certificate:** Successful Firm(s) 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.
- 1.15. **Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be executed by the City and the Firm. By executing the Contract, the Firm represents that it has familiarized itself with the conditions under which the Services and Work will be performed, including field conditions at the City’s Drinking Water Treatment Facility, and has correlated its professional judgment and observations with the requirements of the Contract Documents.

The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. The intent of the Contract Documents is to include all professional labor, equipment, materials, tools, testing, analyses, and incidentals

necessary for the proper performance, completion, and delivery of the Services as described in the Firm's Proposal dated **October 3, 2025**, titled "*Proposal for Contact Basin Condition Assessment*."

The Firm acknowledges that the Services involve **engineering evaluation, nondestructive testing, field sampling, laboratory analysis, and preparation of a sealed report of findings and recommendations**. Accordingly, the Firm shall perform the Services in accordance with applicable professional engineering standards, the referenced ASTM testing methods, and all applicable federal, state, and local regulations.

In the event of any conflict or ambiguity between the City's Terms and Conditions and the technical methods or procedures set forth in the Firm's accepted Proposal, the **more stringent professional standards or regulatory requirements** shall govern, subject to clarification or direction by the City's Contract Administrator.

**1.16. Responsibility for those Performing the Services or Work:** The Firm is fully responsible for the actions and omissions of its/his/her employee(s), subcontractors, and any other individual(s) performing any of the Services or Work under the Contract.

**1.17. Payment & Completion:** As stated in the Contract, the Contract Sum represents the total amount payable by the City to the Firm for performing the Services/Work under the Contract. Upon completion of the required deliverables, the Firm shall submit a written notice confirming readiness for final inspection and a detailed invoice for payment. The City's Project Manager will promptly conduct an inspection, and when the Services/Work are found in compliance with the Contract and satisfactorily completed, payment shall be processed as outlined in the Contract Documents.

Partial payments may be issued based on the Firm's progress and completion of work, as documented in a detailed invoice. The invoice must accurately reflect the extent and cost of the Services/Work performed under the Contract.

All Services provided by the Firm shall adhere to generally accepted professional practices and maintain a level of competency consistent with industry standards for similar Services/Work. Additionally, all Services/Work must fully comply with applicable laws, ordinances, and regulations.

**1.18. Changes in the Services:** The City may request changes, additions, deletions, or other modifications to the Services within the general scope of this Contract. Such changes shall not invalidate the Contract but may require an adjustment to the **not-to-exceed amount**, schedule, or scope of professional effort.

No change shall be considered authorized, approved, or binding until both Parties fully execute a written Change Order or Contract Amendment. The Firm shall not proceed with any change affecting cost, schedule, or scope until the Change Order is fully executed.

All changes must be authorized through a written Change Order, signed by both Parties and executed under the applicable conditions of the Contract Documents. No Contract sum or Contract time adjustments shall be made except through an approved Change Order.

- 1.19. Minor Changes in the Services or Work:** The City may authorize minor adjustments or clarifications to the Services that do not alter the total not-to-exceed amount, materially change the scope of professional responsibilities, extend the overall Contract time, or conflict with the intent of the Contract Documents.
- 1.20. Correction of Services or Work:** The Firm shall perform all services and provide all Deliverables following the prevailing standard of care exercised by qualified engineering professionals performing similar services under comparable circumstances. All work shall conform to the requirements of the Contract Documents, applicable laws and regulations, and accepted industry practices consistent with the standard of care.

If, within one (1) year following the City's acceptance of the final report, any portion of the Firm's Services or Deliverables is found to be materially deficient, erroneous, or non-compliant with the Contract requirements and inconsistent with the standard of care, the Firm shall, at its own expense and without delay, re-perform or correct such portions of the Services as necessary to remedy the deficiency and achieve compliance with the Contract.

The Firm shall bear all costs associated with correcting non-conforming Services or Deliverables, including any additional Work required by the City as a direct result of the deficiencies that fail to meet the standard of care. If the Firm fails to remedy the non-conformance within a reasonable period after written notice, the City reserves the right to take corrective action and recover all reasonable related costs from the Firm

This correction obligation represents the Firm's sole warranty under this Contract and is in addition to, and not in limitation of, any other rights or remedies available to the City under law or equity.

- 1.21. Acceptance Not Waiver:** The City's review, acceptance, or approval of any Services, Deliverables, or reports provided under the Contract shall not relieve the Firm of its ongoing obligation to perform all Services in accordance with the prevailing professional standards of care and the requirements of the Contract Documents.

The City's acceptance of, or payment for, any Services or Work shall not be construed as a waiver of any rights or remedies the City may have under the Contract, nor shall it constitute a waiver of any claims arising from errors, omissions, or non-performance discovered after such acceptance or payment.

- 1.22. Change Order or Amendment:** No oral statement or representation by any individual shall modify, change, or affect the terms, conditions, or specifications of the Contract.

All amendments or change orders to the Contract must be executed in writing by the City's Contract Administrator. Such executed modifications are the sole method for altering the Contract and must comply with the City's established procedures.

**1.23. Assignment:** The Firm shall not sell, assign, transfer, or convey the Contract resulting from this Solicitation, in whole or in part, without the prior written approval of the City.

**1.24. Compliance with Laws:** The Firm shall comply with all applicable federal, state, county, and municipal laws, codes, regulations, ordinances, and requirements and ethical standards governing the Services performed under the Contract. To the extent involving professional services, such compliance shall be judged by the standard of care.

The Firm warrants that it is fully qualified to perform the required Services and possesses all necessary corporate authority, skills, credentials, experience, and professional licenses or certifications, which shall remain in good standing as required by law throughout the duration of the Contract.

**1.25. Debarment/Suspension:** The Firm hereby certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from providing Services.

**1.26. Confidentiality:** The Firm shall keep confidential all non-public, proprietary, or confidential information disclosed by the City or obtained in connection with the performance of the Services or Work, except as disclosure may be required by law or court order. The Firm shall not use such information for any purpose other than the performance of this Contract.

The Firm shall take all reasonable measures to safeguard confidential information and ensure compliance by its employees, subcontractors, and agents. All data, documents, drawings, reports, and other information provided by the City or prepared by the Firm in connection with this Contract shall be considered the property of the City and shall not be disclosed or reproduced without the City's prior written consent, except as required by law.

This obligation of confidentiality shall survive the termination or completion of the Contract and remain in effect to the extent permitted by law, including the Colorado Open Records Act.

**1.27. Conflict of Interest:** No officer, official, or employee of the City shall have any financial or personal interest, direct or indirect, in this Contract or its resulting services. The Firm shall disclose any actual or potential conflicts of interest that may arise in connection with this Contract. All such matters shall be addressed in accordance with applicable federal, state, and local laws, as well as the City's conflict of interest policies and procedures.

**1.28. 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.

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

**2.1.1.** The Firm shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations. The Firm agrees to post notices in conspicuous places, visible to employees and applicants for employment, setting forth the provisions of this nondiscrimination clause.

**2.1.2.** All solicitations or advertisements for employees placed by or on behalf of the Firm shall state that the Firm is an Equal Opportunity Employer.

**2.1.3.** Notices, advertisements, and solicitations placed following federal law, rules, or regulations shall be deemed sufficient for meeting the requirements of this section.

**1.30. Immigration Compliance:** The Firm certifies that it fully complies with the **Immigration Reform and Control Act of 1986** and all applicable federal, state, and local immigration laws. The Firm shall not employ or subcontract with any individuals who are unauthorized to work in the United States during the performance of the Contract. Any violation of this requirement may result in the termination of the Contract and potential legal consequences.

**1.31. Failure to Perform:** If the Firm fails to fulfill its obligations under the Contract—including, but not limited to, timely delivery of services, adherence to professional and technical standards, or compliance with reporting, coordination, or documentation requirements—the City may, after providing oral or written notice (with any oral notice documented in the contract file), procure substitute professional services, work, or materials from alternate sources. The Firm shall be liable for any additional costs or damages incurred by the City because of such failure.

In instances of nonperformance, the City may pursue progressive corrective actions, as appropriate to the circumstances. However, if the Firm's failure materially affects project outcomes, compromises the accuracy or integrity of professional Deliverables, threatens public safety, or disrupts the continuity of City operations, the City reserves the right to take immediate action, including suspension or termination of the Contract.

**1.32. Failure to Enforce:** The City's failure or delay in enforcing any provision, requirement, or right under the Contract at any time shall not constitute a waiver of

that provision or any other rights or remedy available to the City. Such non-enforcement shall not affect the validity or enforceability of the Contract or any part thereof, nor shall it preclude the City from enforcing any provision, requirement, or right at a later time in accordance with the terms of the Contract.

**1.33. Force Majeure:** The Firm shall not be held liable for failure to perform its contractual obligations due to events beyond its reasonable control, including but not limited to legal strikes, fires, riots, civil disturbances, acts of God, or other unforeseen circumstances. This exemption shall not apply if the Contract specifies otherwise. The Firm must provide prompt written notice to the City of any such event preventing performance and shall make all reasonable efforts to mitigate delays or disruptions caused by the force majeure event.

**1.34. Indemnification:** The Firm shall defend, indemnify, and hold harmless the City, along with its officers, employees, insurers, and self-insurance pool, from and against any and all liabilities, suits, actions, claims, demands, damages, losses, or expenses of any kind, including attorney's fees, arising out of or related to any injuries, damages, or losses to persons or property to the extent caused by the negligent act, error, omission, or fault of the Firm, its agents, employees, subcontractors, or suppliers in the execution or performance of the Contract.

The Firm shall be responsible for satisfying any judgment, settlement, or associated costs incurred by or awarded against the City due to such claims. This indemnification obligation shall survive the termination or expiration of the Contract.

**1.35. Independent Firm:** The Firm is and shall remain an independent firm in all respects under the Contract. Neither the Firm nor its employees, agents, or subcontractors shall be considered employees, representatives, or agents of the City for any purpose.

The City assumes no liability for any negligence, misconduct, or other wrongful acts committed by the Firm, its employees, agents, or subcontractors. The Firm is solely responsible for all applicable taxes, including federal and state income taxes, unemployment taxes, Social Security contributions, and any other required withholdings.

Additionally, the Firm is not entitled to any benefits the City provides to its employees, including but not limited to health insurance, retirement benefits, or Workers' Compensation coverage.

**1.36. Work Product and City Ownership:** All documents, drawings, plans, specifications, reports, concepts, designs, calculations, models, data, and any other materials or deliverables created, developed, or prepared by the Firm under this Contract shall become the sole property of the City upon creation. The Firm shall be entitled to retain copies for archival purposes. The City shall have full rights to use, reproduce, and distribute such materials for any public purpose related to City operations, including future maintenance, evaluation, or project development.



All information, data, and materials provided by the City to the Firm shall remain the exclusive property of the City. It may not be used, disclosed, or distributed by the Firm for any purpose outside the scope of this Contract without the City's prior written consent.

- 1.37. Patents and Copyrights:** The Firm agrees to defend, indemnify, and hold harmless the City, its officers, employees, and agents from and against any and all claims, demands, liabilities, damages, judgments, costs, or expenses, including but not limited to attorneys' fees, arising from actual or alleged infringement of any patent(s), copyright(s), trademark(s), trade secret(s), or other intellectual property right(s) in connection with the Firm's performance under this Contract. The City shall have no liability to the Firm for any such claims, damages, or costs incurred due to infringement by the Firm.

The Firm expressly warrants that the Services provided under this Contract do not and will not infringe upon any patent, copyright, trademark, trade secret, or other intellectual property right of any third party. In the event of any such infringement or alleged infringement, the Firm shall, at its sole expense, procure for the City the right to continue using the affected Services, replace or modify the infringing material to make it non-infringing, or provide a functionally equivalent alternative acceptable to the City.

Any determination that the Firm has engaged in patent(s), copyright(s), or intellectual property right(s) infringement shall render this Contract null and void. However, such nullification shall not affect the City's right to seek indemnification under **Section 1.34** and this provision.

- 1.38. Governing Law:** The Contract and/or any agreement(s) resulting from the Firm's proposal or scope of work 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 from or under this Contract shall be in the District Court 21<sup>st</sup> Judicial District, Mesa County, Colorado.
- 1.39. Expenses:** The City shall not reimburse, nor shall the Firm charge, any costs incurred in preparing, submitting, or presenting a proposal or scope of work.
- 1.40. Sovereign Immunity:** The City expressly reserves and asserts all rights, privileges, and defenses available under Colorado's Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, as well as all applicable case law interpreting and construing the same. Nothing in this solicitation or any resulting contract award shall be construed as a waiver of the City's sovereign immunity.
- 1.41. Public Funds and Non-Appropriation of Funds:** Payment for services under this Contract is contingent upon funds appropriated by the City's approved budget for the applicable fiscal year. Under Colorado law, public funds cannot be obligated or expended beyond the fiscal year for which a budget has been approved.

Accordingly, any contractual commitments extending beyond the fiscal year are subject to future budget approvals. This Contract shall include a non-appropriation of funds clause, ensuring compliance with Colorado law. If funds are not appropriated for subsequent fiscal years, the City reserves the right to terminate the Contract without penalty or liability.

**1.42. Performance of the Contract:** In the event of a breach or default, the City reserves the right to enforce the terms of the Contract through any legal or equitable means deemed in the City's best interest. The City may pursue all available remedies as prescribed by law to ensure compliance with the contractual obligations.

**1.43. Default:** The City reserves the right to terminate the Contract if the Firm materially breaches any of its obligations, including failure to perform services in a timely, competent, or professional manner; failure to comply with project requirements, administrative procedures, or reporting obligations; or violation of applicable laws, regulations, or contract terms.

Prior to termination, the City will provide written notice of the default and allow the Firm a reasonable opportunity to cure the issue, unless the breach presents an immediate risk to public health, safety, or the City's operations.

If the Firm fails to cure the default within the time specified in the notice, the City may take appropriate corrective action, including procuring substitute services from another provider, and may hold the Firm responsible for any resulting costs, damages, or losses.

This remedy is in addition to, and does not limit, any other rights or remedies available to the City under this Contract, at law, or in equity.

**1.44. Definitions:** Unless otherwise stated, the following definitions shall apply throughout this solicitation and any resulting Contract. Additional terms may be defined within specific sections or added as necessary to clarify intent and ensure consistency in interpretation.

**1.44.1.** "Agency," "Consultant," "Contractor," or "Firm" refers to the individual, organization, business entity, or other legal entity identified in the proposal and throughout the Contract. This term includes the Firm's authorized representatives, employees, subcontractors, and agents responsible for fulfilling the obligations of the Contract.

**1.44.2.** "Change Order" is a formal written directive issued after Contract execution that authorizes a modification to the Services, Contract sum, or Contract time

**1.44.3.** "City" means and refers to the City of Grand Junction, Colorado, including its departments, officials, employees, and authorized representatives.

**1.44.4.** The "Contract Sum" refers to the total amount payable by the City to the Firm for the full and satisfactory completion of the required Services. This sum

5747-25-KF

includes all materials, labor, equipment, services, and any other obligations specified in the Contract Documents.

The Contract Sum may be structured as a Fixed Lump Sum, Guaranteed Maximum Price (GMP), or a Not-to-Exceed amount, as defined in the Contract Documents. Any modifications to the Contract Sum shall be made under the provisions of the Contract and must be duly authorized by both Parties.

- 1.44.5.** A “Deliverable” refers to any tangible or intangible work product, report, document, drawing, data summary, or other professional output the Firm is required to produce as part of the Services. For the purposes of the Contract, Deliverables include, but are not limited to, the final sealed engineering report, supporting documentation, test results, and any associated technical memoranda prepared under the *Contract*.

All Deliverables shall comply with all applicable accessibility laws and standards, including:

- The Americans with Disabilities Act (ADA);
- HB21-1110, requiring compliance with §§24-85-101, C.R.S., and subsequent sections;
- The Accessibility Standards for Individuals with a Disability, established by the Colorado Office of Information Technology under §24-85-103(2.5), C.R.S.; and
- The State of Colorado's technology standards, including Level AA conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG).

Accessibility requirements apply to final written reports and documents submitted in electronic format (e.g., accessible PDF).

- 1.44.6.** “Key Personnel” refers to the designated individual(s) from the Contractor, Consultant, or Firm who are essential to the successful execution and completion of the Services. These individuals possess specialized skills, knowledge, or experience critical to fulfilling the scope of work outlined in the Contract. Any changes to Key Personnel may require prior approval from the City, as specified in the Contract Documents.
- 1.44.7.** “Proposer” refers to the individual or entity legally authorized by the Contractor, Firm, or Consultant to submit a proposal in response to this solicitation. This includes submitting pricing or fee proposals and making formal offers on behalf of the proposing entity.
- 1.44.8.** “Project” or “Work” refers to the endeavor outlined in this solicitation that encompasses the required product, service, or deliverable specified in the Contract Documents.

5747-25-KF

**2.1.4.** “Services” include all labor, materials, equipment, and professional expertise necessary to complete the Work and fulfill the requirements outlined in the Contract Documents.

**1.44.9.** “Subcontractor” refers to any individual, entity, or organization with a direct contractual agreement to perform a portion of the Services under the Contract. The term “Subcontractor” includes the subcontractor’s authorized representatives.

## **Section 2.0. Insurance Requirements**

At its own expense, the successful Firm shall procure and maintain comprehensive insurance coverage with an insurer rated A- or better by A.M. Best, authorized to do business in Colorado with sufficient coverage for all liabilities, claims, demands, and obligations arising under the Contract. This insurance coverage shall meet or exceed any additional insurance requirements imposed by the Contract or by law. The Firm’s failure to procure or maintain adequate coverage, in the required amounts, duration, or types, shall not relieve it of any liabilities or obligations assumed under the Contract. Furthermore, the Firm shall ensure that all such insurance remains in full force and effect throughout the term of the Contract.

The Firm shall procure, maintain, and ensure that any subcontractors, if applicable, also procure and maintain the insurance coverage specified below. All insurance policies shall be maintained in form and with insurers acceptable to the City. The required coverage must be maintained continuously to address all liabilities, claims, demands, and obligations assumed by the Firm under the Contract. To ensure continuous coverage, the Consultant shall obtain and maintain appropriate retroactive dates and extended reporting periods for any claims-made insurance policies or coverage under a successor policy. Unless otherwise specified in the Special Conditions, the minimum coverage limits shall be as follows:

**(a) Commercial General Liability (CGL)**

ONE MILLION DOLLARS (\$1,000,000) for each occurrence, and  
TWO MILLION DOLLARS (\$2,000,000) general aggregate.

The policy shall apply to all premises, products, and completed operations. It 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 provision for severability of interest.

**(b) Professional Liability Errors and Omissions**

ONE MILLION DOLLARS (\$1,000,000) per claim, and  
TWO MILLION DOLLARS (\$2,000,000) aggregate

- Coverage must apply to engineering, testing, and consulting services, including field sampling, laboratory testing, and reporting.
  - Continuous coverage or an extended reporting period of at least five (5) years after completion of services shall be maintained; and
  - Proof of continuing coverage shall be provided upon request.
- (c) **Automobile Liability** with minimum combined single limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) for each accident

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

- (d) **Workers' Compensation and Employers' Liability:** At its own expense, the Firm shall comply with all applicable State of Colorado Laws and Regulations concerning Workers' Compensation and other statutory insurance as required. Additionally, the Firm agrees to indemnify and hold harmless the City of Grand Junction from any claims or liabilities arising from non-compliance with these requirements.

**3.1. Additional Insured Endorsement:** The **Commercial General Liability** and **Automobile Liability** policies required under this Contract shall be endorsed to include the City, 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 City, its officers, or its employees, or carried by or provided by any insurance pool of the City, shall be excess and not contributory insurance to that provided by the Contractor (except Workers' Compensation and Employers' Liability and Professional Liability Insurance). The Company shall be solely responsible for any deductible losses and self-insured retentions.

**3.2. ACCORD Certificate of Insurance:** Certificates evidencing all required coverages and applicable endorsements shall be submitted to the City prior to the commencement of any Services or execution of any Work under this Contract. Certificates shall reference the Contract title and number, clearly identify all coverage limits, and include copies of all required endorsements.

The Firm shall maintain current Certificates of Insurance throughout the term of the Contract and shall provide updated certificates to the City upon renewal, replacement, or modification of any policy.



**Wiss, Janney, Elstner Associates, Inc.**  
14123 Denver West Parkway, Suite 200  
Golden, CO 80401  
303.914.4300 tel  
[www.wje.com](http://www.wje.com)

October 16, 2025

Mr. Mark Ritterbush  
Water Services Manager  
City of Grand Junction  
Grand Junction City Hall  
250 North 5th Street  
Grand Junction, Colorado 81501

## **City of Grand Junction - Drinking Water Treatment Facility**

Proposal for Contact Basin Condition Assessment  
WJE No. 2025.6086

Dear Mr. Ritterbush:

At your request, Wiss, Janney, Elstner Associates, Inc. (WJE) is pleased to provide this proposal for professional services related to an assessment of the concrete contact basin at the City of Grand Junction Drinking Water Treatment Facility located at 250 26 ¼ Road in Grand Junction, Colorado. The following letter describes our proposed scope of services and associated budget for your consideration and approval.

### **BACKGROUND**

The City of Grand Junction (The City) reached out to WJE concerning the concrete condition of the flocculation contact basins located at the drinking water treatment facility (Figure 1). The concrete basins were constructed circa 1969 and have been in service since that time. We understand that concrete baffles were added in the mid-1990s to increase contact times in the basins.

The City is not aware of any concrete spalling, cracking, or apparent evidence of advanced corrosion. However, given the age of the structure and an impending full shutdown of the basins, the goal of the City is to have an overall assessment performed to review structural integrity and durability. The result of the assessment is to be a report identifying repairs or maintenance that should be considered, if any.



Figure 1. Contact basins (orange highlight) at the City's drinking water treatment facility. Note baffles at north end.

## SCOPE OF SERVICES

Based on conversations with the City, and our preliminary review of the information provided to us, we propose the following scope of services.

### Task 1 - Document Review and Coordination

WJE will review available and pertinent information for the structure, including drawings, photographs, or any previous assessment or testing reports of the structures or water chemistry. Available drawings will be used as field sheets for documenting distress or deteriorated conditions.

### Task 2 - Field Assessment

WJE will perform a visual assessment of accessible areas of the interior and exterior of both of the contact basins. We understand that there may first need to be some limited mechanical brushing or removal of build-up. We understand that the City will be responsible for dewatering and cleaning the structures prior to WJE's assessment so we can visually assess the structures. Similarly, we understand that the City will provide ladders into each of the basins (minimum of two into each). However, WJE will develop our own





confined space entry procedure. This proposal assumes we will be able to define the structures as non-permit-required confined spaces, based on the information provided by the City to date.

A summary of proposed assessment activities is provided below.

- Mechanical impact sounding will be performed at accessible surfaces to assess areas of potential delamination or other near-surface distress.
- Reinforcement cover depth will be evaluated by nondestructive means using magnetic or eddy current reinforcement location equipment or ground-penetrating radar (GPR). The scanning will also be used to locate and avoid reinforcement during coring.
- Corrosion testing will be performed at representative areas within one or both of the basins based on observed conditions. Test areas may include areas with or adjacent to existing distress as well as areas without any visible distress. For budgeting purposes, we have assumed performing tests at up to three locations. Corrosion testing will include the following activities as able:
  - Half-cell potential (HCP) testing will be performed in general accordance with ASTM C876, *Standard Test Method for Half-Cell Potentials of Uncoated Reinforcing Steel in Concrete*.
  - Concrete surface resistivity will be performed in the field using a similar method to AASHTO T358-15, *Standard Method of Test for Surface Resistivity Indication of Concrete's Ability to Resist Chloride Ion Penetration*.
- WJE will perform coring in general accordance with ASTM C42, *Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete*, for laboratory evaluation as described in Task 3. We anticipate that the cores will be 3 to 4 inches (nominal) in diameter. WJE will locate reinforcement prior to taking cores to avoid damaging reinforcement that is required for critical structural strength. We anticipate extracting a total of up to six core samples. The samples will likely be distributed between the two basins, but not necessarily in equal numbers. WJE will patch the core holes during the basin outage.

### **Task 3 - Laboratory Evaluation**

WJE will perform laboratory testing on the core samples obtained during Task 2. At this time, WJE anticipates performing petrographic testing on three core samples, and chloride testing on two core samples (with three individual chloride test per core sample).

- **Petrography.** Concrete cores will be evaluated using methods outlined in ASTM C856, *Petrographic Examination of Hardened Concrete*, to characterize composition and general quality of the concrete, as well as to identify the presence of potential distress mechanisms, such as alkali-silica reactivity (ASR) or process-related near-surface damage. As part of the petrographic examination, WJE will also assess depth of carbonation using a phenolphthalein indicator solution. Carbonation is a chemical change that reduces the natural alkalinity of the concrete over time due to exposure to carbon dioxide in the atmosphere. The reduction in alkalinity increases the potential for reinforcement corrosion.
- **Chloride Testing.** Cores will be tested for chloride content versus depth from the surface using a modified version of ASTM C1152, *Standard Test Method for Acid-Soluble Chloride in Mortar and Concrete*, or ASTM C1218, *Standard Test Method for Water-Soluble Chloride in Mortar and Concrete*. Up





to four regions (slices) from each core designated for chloride testing will be cut and pulverized for chloride content measurement, to understand the chloride concentration at the surface and near the depth of the reinforcing steel. Test results will support determination of current or future chloride-induced corrosion risk.

Task 4 - Report of Findings

WJE will provide a written report of our findings and recommendations for maintenance or repair of conditions observed. The reports will be signed and sealed by a Professional Engineer licensed in the State of Colorado. WJE will also participate in one virtual meeting to present a summary of the written report and answer questions from any relevant parties.

SCHEDULE AND LOGISTICS

We understand that the contact basins will be taken out of service starting October 15, 2023. In order to allow for any additional cleaning, and to allow some of the flocculant to dry and be able to be mechanically removed, WJE intends to perform our site work starting October 21, 2025 and extending through October 22, 2025.

We anticipate laboratory work taking six weeks to complete, with the report to follow the laboratory work.

BUDGET AND TERMS

Based on the scope of services described above, WJE recommends the following budget for our services (Table 1). Actual charges will be billed on a time and expense basis using the hourly rates shown in Table 2, and time and effort may shift between tasks. Laboratory testing will be performed based on the unit rates provided in Table 3. All services will be performed in accordance with the yet to be established contract between City and WJE.

Table 1. Budget Summary

Task	Description	Fees	Expenses	Unit Costs <sup>1</sup>	Total
1	Document Review and Coordination	\$5,000	\$0	\$0	\$5,000
2	Field Assessment	\$21,000	\$4,000	\$0	\$25,000
3	Laboratory Evaluation	\$2,000	\$0	\$8,700	\$10,700
4	Report of Findings	\$14,500	\$0	\$0	\$14,500
Subtotal		\$42,500	\$4,000	\$8,700	\$55,200
10% Contingency		\$4,250	\$400	\$870	\$5,520
Total		\$46,750	\$4,400	\$9,570	\$60,720

Notes: 1. Unit costs are applicable to laboratory work per Table 3.



Table 2. Hourly Billing Rates

Professional Staff		Professional Support Staff	
Senior Principal	\$420.00	Senior Specialist	\$185.00
Principal	\$345.00	Specialist	\$165.00
Associate Principal	\$295.00		
Senior Associate	\$265.00	Senior Technician	\$145.00
Associate III	\$230.00	Technician II	\$125.00
Associate II	\$195.00	Technician I	\$110.00
Associate I	\$160.00		

Table 3. Unit Rates for Standard Laboratory Tests

Laboratory Test	Rate
Petrographic Examination	\$2,400.00/core
Chloride Testing	\$250 /slice

## ADDITIONAL SERVICES

The scope of services does not include structural analysis, additional meetings, development of repair designs, estimates of remaining service life, or construction period services. A separate proposal for these services can be provided upon request.

## AUTHORIZATION AND CLOSING

You may indicate your acceptance of this proposal and provide notice to proceed by signing in the space below and returning a copy to our office. We look forward to working with you on this project. Please do not hesitate to contact us should you have any questions.

Sincerely,

**WISS, JANNEY, ELSTNER ASSOCIATES, INC.**

Terry McGovern, PE  
Associate Principal and Project Manager

Sam Keske, PhD, PE (TX)  
Associate Principal



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/20/2025

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

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

<b>PRODUCER</b> Greyling Insurance Brokerage 3780 Mansell Road, Suite370 Alpharetta, GA 30022	<b>CONTACT NAME:</b> Sam Barbera <b>PHONE (A/C, No, Ext):</b> 847-753-7211 <b>FAX (A/C, No):</b> 847-291-9371 <b>E-MAIL ADDRESS:</b> sbarbera@wje.com
<b>INSURED</b> Wiss, Janney, Elstner Associates, Inc Attn: Sam Barbera 330 Pfingsten Rd. Northbrook IL 60062	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Beazley America Insurance Company, Inc. <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
	<b>NAIC #</b> 16510

**COVERAGES****CERTIFICATE NUMBER:** 87696652**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability (Claims Made)			C30FA8250401	1/1/2025	1/1/2027	\$1,000,000 Per Claim \$2,000,000 Annual Aggregate

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

WJE No. 2025.6086 - Water Treatment Plant Contact Basins Condition Assessment, 5747-25-KF

**CERTIFICATE HOLDER**City of Grand Junction  
250 N 5th Street  
Grand Junction CO 81501**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

Matias Ormaza

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/20/2025

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

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

<b>PRODUCER</b> Greyling Insurance Brokerage 3780 Mansell Road, Suite370 Alpharetta, GA 30022	<b>CONTACT NAME:</b> Sam Barbera <b>PHONE (A/C, No, Ext):</b> 847-753-7211 <b>E-MAIL ADDRESS:</b> sbarbera@wje.com <b>FAX (A/C, No):</b> 847-291-9371
<b>INSURED</b> Wiss, Janney, Elstner Associates, Inc Attn: Sam Barbera 330 Pfingsten Rd. Northbrook IL 60062	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Nat'l Union Fire Ins Co of Pittsburgh, PA <b>INSURER B:</b> <b>INSURER C:</b> New Hampshire Ins. Co. <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
	<b>NAIC #</b> 19445 23841

**COVERAGES****CERTIFICATE NUMBER:** 87696579**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		GL9566221	4/1/2025	4/1/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" 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 <input checked="" type="checkbox"/> Comp/Coll <input checked="" type="checkbox"/> \$250/\$500 ded.	<input checked="" type="checkbox"/>		CA5721463	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A	WC072113396 (AOS) WC072113160 (CA)	4/1/2025 4/1/2025	4/1/2026 4/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000

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

WJE No. 2025.6086 - Water Treatment Plant Contact Basins Condition Assessment, 5747-25-KF

Additional Insured: City of Grand Junction, its elected and appointed Officials, employees, and volunteers.

**CERTIFICATE HOLDER**City of Grand Junction  
250 N 5th Street  
Grand Junction CO 81501**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

Matias Ormaza

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**

Page \_\_\_\_ of \_\_\_\_

<b>AGENCY</b> Greyling Insurance Brokerage		<b>NAMED INSURED</b> Wiss, Janney, Elstner Associates, Inc Attn: Sam Barbera 330 Pfingsten Rd. Northbrook IL 60062	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS****THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance (03/16)**HOLDER:** City of Grand Junction**ADDRESS:** 250 N 5th Street Grand Junction CO 81501

Subject to the terms, conditions, limitations and exclusions of the policies evidenced herein: The above are included as Additional Insureds when required by written contract with the Named Insured under the general liability including ongoing operations and products/completed operations and auto liability, but only with respect to services provided by the Named Insured, regarding the referenced project.

When agreed in written contract, coverage is provided on a primary and non-contributory basis, subject to the terms and conditions of the policies.

POLICY NUMBER: GL9566221

COMMERCIAL GENERAL LIABILITY  
CG 20 10 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II 6 Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

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

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;  
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: GL9566221

COMMERCIAL GENERAL LIABILITY  
CG 20 37 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



POLICY NUMBER: CA5721463

**COMMERCIAL AUTO  
CA 20 48 10 13****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED INSURED FOR COVERED  
AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
 BUSINESS AUTO COVERAGE FORM  
 MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<b>Named Insured:</b> Wiss, Janney, Elstner Associates, Inc Attn: Sam Barbera
<b>Endorsement Effective Date:</b> 04/01/2025
<b>SCHEDULE</b>
<b>Name Of Person(s) Or Organization(s):</b>  AS REQUIRED PER WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1.

of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.