



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:

Applegate Group, Inc.
1490 W. 121st Avenue, Suite 100
Denver, CO 80234

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 #: 11732
FAX#:
EMAIL: teresakrieger@applegategroup.com

Order Number
GJPO101310

Order Date
03/11/2026

SOLICITATION #:
NOTES: Award for Contract RFP-5784-26-KF

Juniata Enlarged Ditch Seepage Reduction Design

QUANTITY		UNIT	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE																																			
<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		Phone		Net Terms		Date Required																																			
amyb@gjcity.org		1-970-244-1574		Net 30		03/18/2026																																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2">QUANTITY</th> <th>UNIT</th> <th>ITEM</th> <th>DESCRIPTION</th> <th>UNIT PRICE</th> <th>EXTENDED PRICE</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td>Juniata Enlarged Ditch Seepage Reduction Design - Line 1 Water Fund Award 1141 - \$30,000.00</td> <td></td> <td style="text-align: right;">30,000.00</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>Juniata Enlarged Ditch Seepage Reduction Design - Line 2 Juniata Ditch Company Award 1166 - \$5,000.00</td> <td></td> <td style="text-align: right;">5,000.00</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>Juniata Enlarged Ditch Seepage Reduction Design - Line 3 Community Funding Partnership Award 1104 \$25,000.00</td> <td></td> <td style="text-align: right;">25,000.00</td> </tr> <tr> <td colspan="6"></td> <td style="text-align: right;">100,000.00</td> </tr> </tbody> </table>							QUANTITY		UNIT	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE					Juniata Enlarged Ditch Seepage Reduction Design - Line 1 Water Fund Award 1141 - \$30,000.00		30,000.00					Juniata Enlarged Ditch Seepage Reduction Design - Line 2 Juniata Ditch Company Award 1166 - \$5,000.00		5,000.00					Juniata Enlarged Ditch Seepage Reduction Design - Line 3 Community Funding Partnership Award 1104 \$25,000.00		25,000.00							100,000.00
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		Ditch Seepage Reduction Design - Line 4 WSRF Grant Award 1164 \$100,000.00		
		Juniata Enlarged Ditch Seepage Reduction Design - Line 5 BOR Grant Award 1165 \$39,620.00		39,620.00
				Total 199,620.00

Approved:





CITY OF GRAND JUNCTION, COLORADO

CONTRACT

The CONTRACT is made and entered into this 10th day of March 2026, by and between the **City of Grand Junction**, a Colorado Home Rule municipality in the County of Mesa, State of Colorado ("City") and **Applegate Group, Inc.**, a professional engineering firm ("Consultant").

WITNESSETH:

WHEREAS, the City issued **RFP-5784-26-KF** for **Professional Engineering Services for the Juniata Enlarged Ditch Seepage Reduction Design** (the "Services"); and

WHEREAS, the City has awarded the contract to the above-named Consultant and said Consultant is now ready, willing, and able to provide the Services specified under the Contract Documents.

NOW, THEREFORE, in consideration of the compensation to be paid to the Consultant, 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 that the following instruments and documents, whether attached hereto or incorporated herein by reference, collectively constitute the "Contract Documents" or the "Contract." Taken together, these documents form the entire agreement between the Parties and are as fully binding as if set forth herein in full.

In the event of a conflict between Contract Documents, the order of precedence shall be as follows:

- a. The body of this Contract Agreement
- b. Solicitation Documents, including all Addenda: *Professional Engineering Services for the Juniata Enlarged Ditch Seepage Reduction Design (RFP-5784-26-KF)*
- c. Consultant's Response to the Solicitation
- d. Service Change Requests (directing changed Services to be performed)
- e. Field Orders
- f. Change Orders

g. Amendments

ARTICLE 2

Definitions: The definitions set forth in the Solicitation shall apply to the terms used in the Contract and all Contract Documents.

ARTICLE 3

Contract Services: The Consultant shall furnish all labor, supervision, professional services, equipment, materials, and incidental items necessary to perform and complete the Services in accordance with the Scope of Services and the Contract Documents.

ARTICLE 4

Contract Time: Time is of the essence in the performance of this Contract. The Consultant shall commence performance of the Services upon full execution of the Contract and shall diligently perform and complete the Services in accordance with the project schedule and milestones set forth in the Consultant's proposal and the Contract Documents, unless otherwise modified by written amendment or Change Order approved by the City.

ARTICLE 5

Contract Price and Payment Procedures: The Consultant shall accept as full compensation for the performance and completion of the **Services** described in the Contract Documents a **not-to-exceed amount of One Hundred Ninety-Nine Thousand Six Hundred Twenty and 00/100 Dollars (\$199,620.00)** (the "Contract Price").

Funds for the Contract Price have 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 a written Change Order or another written directive of the City.

The City shall not issue a Change Order or other written directive requiring additional Services that would cause the aggregate amount payable under this Contract to exceed the amount appropriated for the Project unless and until the City provides written assurance that sufficient lawful appropriations have been made to cover the additional costs.

Payment shall be made in accordance with the invoicing and payment provisions set forth in the Contract Documents.

ARTICLE 6

Contract Binding: The City and the Consultant 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 the Consultant and may be altered, amended, or repealed only by a duly executed written instrument. Neither the City nor the Consultant 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 Consultant 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, sealed, and attested on its behalf; and the Consultant 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:
By: Duane Hoff Jr.
0F709E7D50F14BC...
Duane Hoff Jr.,
Contract Administrator

3/10/2026
Date

Applegate Group, Inc.

Signed by:
By: Craig Ullmann
CDB62DBC47434EE...
Craig Ullmann, P.E.
President

3/10/2026
Date



Request for Proposal

RFP-5784-26-KF

Professional Engineering Services for the Juniata Enlarged Ditch Seepage Reduction Design

Proposal Deadline

February 12, 2026, before 1:00 p.m. (Mountain Standard Time)

Electronic Submission Only

Proposals Must Be Submitted Exclusively Through
BidNet Direct® – Rocky Mountain E-Purchasing System (RMEPS)

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

Important Notice

The City of Grand Junction does not control or administer vendor access to the BidNet® Direct system. Proposers are solely responsible for ensuring a successful submission. Technical assistance must be requested directly from BidNet at (800) 835-4603.

Virtual Solicitation Opening

All City solicitation openings will be conducted virtually.
For meeting access and participation details, refer to Section 1.9.

Purchasing Agent Contact

Kathleen Franklin
kathleenf@gjcity.org
970-244-1513

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Event and Details	Date
Solicitation Issued/Posted Published via BidNet® Direct – RMEPS	January 8, 2026
Non-Mandatory Virtual Pre-Proposal Meeting Please refer to Section 1.5.	January 21, 2026
Inquiry deadline No questions are accepted after this date	January 29, 2026
Final Addendum Issued (if applicable)	February 2, 2026
Proposal Submission Deadline Electronic submission via BidNet® Direct only	February 12, 2026, before 1:00 p.m. MST
Evaluation of proposals Internal review by City-appointed committee	February 12 – 20, 2026
Interviews (if required) Virtual or in-person, by City invitation only	Tentative Interview Time Blocks: March 2 and 3, 2026
Notice of Intent to Award (tentative) Subject to final evaluations and interview outcomes	March 6, 2026
City Council Approval (if required) For contracts meeting the approval threshold	March 18, 2026
Contract execution Contingent upon Council approval and funding availability	March 23, 2026

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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 Proposer 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 solicitation is issued by the City of Grand Junction, Colorado ("City"). The Purchasing Agent responsible for this procurement is:

Kathleen Franklin
kathleenf@gjcity.org

Except for pre-proposal or site visit meeting(s), all inquiries, concerns, clarifications, or communications regarding this solicitation—including those about the process, specifications, or project scope—must be submitted in writing to the Purchasing Agent. Any communication directed to other City personnel may result in the disqualification of the Proposer's submission.

- 1.4. **Purpose:** The City of Grand Junction, Colorado, is soliciting competitive proposals from qualified professional engineering firms to provide design engineering services for the Juniata Enlarged Ditch seepage reduction project. The purpose of this solicitation is to select a Consultant to perform engineering analysis, evaluate alternatives, and prepare final construction documents suitable for construction and permitting in support of improvements intended to reduce seepage losses and enhance the efficiency and reliability of the ditch system.

Section 4.0 of this solicitation outlines the project objectives, service delivery expectations, technical requirements, and applicable performance standards (Scope of Services). All Services shall be performed in accordance with the terms and conditions set forth in this solicitation and incorporated into the resulting Contract, if any.
- 1.5. **Non-Mandatory Virtual Pre-Proposal Meeting:** Prospective Proposers are encouraged to attend a non-mandatory virtual pre-proposal meeting to gain a clear understanding of the project requirements and conditions related to the Scope of Work.

Meeting Details:


 **Date:** January 21, 2026

 **Time:** 2:00 p.m. (Mountain Standard Time)

 **Location:** Virtual via Microsoft Teams

Join Online:

 [Join the meeting now](#)

 **Meeting ID:** 269 074 444 298 0

 **Passcode:** mT72ap29

Join by phone:

 [+1 945-468-6551,35438082#](tel:+1945468655135438082)

 **Phone Conference ID:** 354 380 82#

 [Find a local number](#)

1.5.1. Important Notes

- Attendance is not required to submit a proposal.
- Statements made during the virtual meeting shall not modify the solicitation.
- Only written addenda issued by the City shall be considered official and binding.

1.6. The City: The City will act by and through its authorized representative(s).

1.7. Compliance: By submitting a proposal, the Proposer affirms its commitment to comply with all terms, conditions, requirements, and instructions outlined in this solicitation, including any modifications issued by addenda. If a Proposer identifies any ambiguity, omission, or conflict within the solicitation documents that may affect its/his/her understanding of the requirements, the Proposer shall seek clarification from the Purchasing Agent prior to the inquiry deadline. Failure to do so shall not relieve the Proposer of its obligation to fully perform the requirements of the Contract.

1.8. Controlling Authority: The 2024 version of the City [Procurement Policy](#) is controlling.

1.9. Submission: Proposers shall prepare and submit its/his/her proposal following the requirements outlined in **Section 5.0.—Preparation and Submittal of Proposals**. All proposals must adhere to the specified formatting, content, and submission guidelines outlined in this document.

To participate in the public **proposal opening**, please refer to the following virtual meeting information:

Solicitation Opening

Professional Engineering Services for the Juniata Enlarged Ditch Seepage Reduction Design (RFP-5784-26-KF)

Date/Time: February 12, 2026, 1:00 p.m. (America/Denver)

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

<https://meet.goto.com/376216325>

Or join the meeting by phone.

Access Code: 376-216-325

United States: [+1 \(646\) 749-3122](tel:+16467493122)

To join from a video-conferencing room or system:

Meeting ID: 376-216-325

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

Or dial directly: 376216325@67.217.95.2 or 67.217.95.2##376216325

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

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

- 1.10. Public Disclosure Notice:** Pursuant to the Colorado Open Records Act (CORA), all materials submitted in response to this solicitation 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 Proposer, and only to the extent permitted by law.

Upon award and execution of a contract, the solicitation file—including all responsive proposals—shall be available for public inspection in accordance with CORA and upon receipt of an [Open Records Request](#). This includes proposals submitted by the non-awarded Proposer(s).

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

- 1.11. Public Disclosure Record:** If the Proposer knows its employee(s) or subcontractors have an immediate family relationship with a City employee or elected official, the Proposer must provide the Purchasing Agent 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.
- 1.12. Collusion Clause:** By submitting a proposal, each Proposer 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 a reasonable belief of collusion among the Proposers will be rejected. At its discretion, the City reserves the right to accept future proposals for the same service(s) or work from participants identified in such collusion.
- 1.13. Gratuities and Kickbacks:** The Proposer(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, if any. 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 Consultant breaches this certification, the City reserves the right to terminate the Contract immediately without liability and may pursue all available legal remedies.

- 1.14. Ethics:** Proposers 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 Proposer(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, termination of the contract, and potential legal consequences.
- 1.15. Alteration or Withdrawal of the Proposal:** Any modification, revision, or withdrawal of a proposal must be initiated by the Proposer and received by the City through the designated electronic submission platform prior to the proposal due date and time stated in the solicitation. After the designated deadline, no modifications, amendments, or withdrawals will be accepted. All proposals shall be considered final, complete, and binding upon the Proposer as of the submission deadline.
- Submitted proposals shall remain firm, valid, and binding for **ninety (90)** calendar days following the proposal's due date and may only be withdrawn prior to the execution of a contract.
- 1.16. Multiple Offers:** If a Proposer(s) submits more than one proposal, THE ALTERNATE PROPOSAL must be marked "ALTERNATE PROPOSAL." The City reserves the right to make the award in the best interest of the City.
- 1.17. Exclusions:** The City shall not consider any proposal submitted orally, by telephone, email, or facsimile. Only proposals submitted under the requirements outlined in this Solicitation shall be accepted for evaluation.
- 1.18. Contract Documents:** The Contract Documents include this solicitation, the Proposer's submitted proposal and supporting documents, and any negotiations that are formally accepted by the City and memorialized in a written agreement. These documents collectively constitute a binding and enforceable Agreement ("Contract") between the City and the Proposer upon acceptance. The Contract represents the entire and integrated agreement between the City and the Proposer ("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.
- 1.19. Questions Regarding Specifications or Scope of Services:** All requests for clarification or interpretation of the Specifications or Scope of Services shall be submitted in writing via email to the Purchasing Agent no later than the inquiry deadline specified in the solicitation. The City is under no obligation to respond to inquiries received after the deadline. Any responses provided after the deadline shall be at the sole discretion of the City and, if issued, may be distributed by written addendum.
- 1.20. Acceptance of Proposal Content:** The Proposal selected by the City, if any, shall be incorporated into and become part of the final Contract Documents. The successful Proposer's failure to accept or fulfill the obligations outlined in the Contract may result in the cancellation of the award, and such Proposer may be disqualified from future solicitations.

Upon execution of the Contract between the Proposer and the City, the Proposer may be referred to as the “Consultant,” “Contractor,” or “Firm” as applicable.

- 1.21. Addendum:** Official response to questions, clarifications, interpretations, corrections, modifications, or extensions to the proposal submission deadline shall be issued exclusively by the Purchasing Agent through a written addendum. The authority to issue the addenda is vested solely in the Purchasing Division.

All addenda will be distributed electronically through the BidNet Direct Rocky Mountain E-Purchasing System at <https://www.bidnetdirect.com/colorado/city-of-grand-jection>. The Proposer(s) are responsible for monitoring this platform for issued addenda.

The Proposer(s) must acknowledge receipt of all addenda on the completed Solicitation Response Form located in Section 7.0., which must be submitted with the proposal.

- 1.22. Exceptions and Substitutions:** All proposals meeting the intent of this solicitation will be considered for award. A Proposer that takes exception to the stated specifications does so at the Proposer’s risk. The City reserves the sole right to accept or reject any proposed exception(s), substitution(s), or alternative(s).

If the Proposer(s) wish to propose a substitution or alternative, it must:

- 1.22.1.** Clearly state each exception in a designated section of its proposal, specifying the affected requirement.
- 1.22.2.** Demonstrate how the proposed substitution or alternative meets or exceeds the stated intent and performance criteria of the original specification(s).

Failure to explicitly state exceptions shall be deemed an acknowledgment of full compliance with this solicitation and all its requirements. If awarded a Contract, the Proposer(s) shall be fully responsible for strict adherence to and performance following all terms, conditions, and specifications outlined in the Contract Documents.

- 1.23. Open Records and Confidential Materials:** All materials submitted in response to this solicitation 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, thereby eliminating any claim of confidentiality.

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

- 1.23.1.** Clearly mark each page or section of the submission containing such information with the words “**Confidential Disclosure.**”
- 1.23.2.** Upload confidential information as a separate document; and

- 1.23.3.** Provide a written explanation justifying the claim of confidentiality, specifying how disclosure would cause substantial harm to the Proposer’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 Proposer(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.

- 1.24. Response Material City Ownership:** All proposals submitted in response to this solicitation shall become the City’s sole property upon receipt and will not be returned to the Proposer(s) except at the City’s sole discretion. The City’s rights are not affected by the selection, rejection, or disqualification of any proposal.

The City reserves the unrestricted right to use any concepts, ideas, or adaptations in any proposal received in response to this solicitation. This right extends to all proposals, regardless of the selection status, except where such use is expressly limited by properly designated and approved “Confidential Material” under Section 1.23.

Disqualification or non-selection of a proposal shall not limit or negate the City’s rights under this provision.

- 1.25. Minimal Standards for Responsible Proposer(s):** To be considered for an award, the Proposer(s) must affirmatively demonstrate its responsibility, qualifications, and capability to perform the work described in this solicitation. At a minimum, the Proposer must:

- 1.25.1.** Demonstrate the ability to comply with the required or proposed schedule. Proposers should submit documentation of comparable projects completed within the last two years, including:
- 1.25.1.1.** A comparison of original schedules to actual completion dates
 - 1.25.1.2.** A brief explanation of methods used to manage timelines and mitigate delays
- 1.25.2.** Provide evidence of a satisfactory performance record on projects of similar size, complexity, and scope.
- 1.25.3.** Maintain a satisfactory track record of integrity, ethical practices, and regulatory compliance.

1.25.4. Be fully qualified and otherwise eligible to receive an award and enter a legally binding Contract with the City.

1.25.5. Ensure full compliance with the requirements outlined in Section 5.0. – **Preparation and Submittal of Proposals.**

1.26. Disqualification of a Proposer: A Proposal will not be accepted from, nor shall a Contract be awarded to, any person, firm, consultant, corporation, or entity that is in arrears to the City on any debt or Contract or that has defaulted—as surety or otherwise—on any obligation to the City, or that is otherwise deemed to be irresponsible or unreliable.

Proposers may be required to submit satisfactory evidence demonstrating its/his/her responsibility, practical knowledge of the Project, and possession of the necessary financial and other resources to complete the proposed Service/Work.

A Proposer and its Proposal may be disqualified for any of the following reasons, including but not limited to:

1.26.1. Submission of more than one Proposal for the same Service/Work by an individual, firm, consultant, contractor, corporation, or entity, whether under the same or different name; and

1.26.2. Evidence of collusion among Proposers. Any participant found to be engaged in collusion shall be disqualified from consideration for future service or work with the City until reinstated as a qualified Proposer.

1.27. Taxes: The City is exempt from State, County, and Municipal Taxes and Federal Excise Taxes; therefore, all fees shall not include taxes.

1.28. Sales and Use Taxes: The Consultant 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.

1.29. Federal Taxpayer Identification Certificate: Successful Proposer(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.

1.30. Public Opening: The proposal opening shall be conducted publicly in a virtual meeting immediately following the proposal deadline. Proposers, its/his/her representatives, and other interested parties are invited to attend.

To ensure transparency and procedural integrity, all proposals received in BidNet by the deadline will be formally acknowledged during the opening. In accordance with the nature of an RFP, only the names of the entities submitting proposals will be announced. No pricing details will be disclosed at this stage of the process.

Section 2.0. General Contract Terms and Conditions

- 2.1. Acceptance of Terms:** Submission of a proposal in response to this solicitation constitutes a binding offer by the Proposer and shall be acknowledged in the Letter of Interest or Cover Letter. The individual signing the Letter must be legally authorized to bind the Proposer. By submitting a proposal, the Proposer agrees to comply with all requirements of this solicitation, including compensation provisions and all applicable contractual, legal, and ethical obligations set forth herein

Any exceptions, deviations, or proposed alternatives to the City's stated requirements must be clearly and specifically identified in the proposal. Failure to do so may be deemed a waiver of the Proposer's right to request modifications to the terms or conditions of performance, except as explicitly specified within this solicitation.

- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be executed by duly authorized representatives of both the City and the Consultant. By executing the Contract, the Consultant represents that it has thoroughly reviewed and familiarized itself with the conditions, requirements, and constraints under which the Services will be performed, and that it has correlated its observations, technical understanding, and expertise 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 incidental items necessary for the proper execution and completion of the Scope of Services as defined herein.

- 2.3. Permits, Fees, and Regulatory Compliance:** The Consultant shall be responsible for identifying, obtaining, and paying for all permits, approvals, licenses, and governmental fees required for the proper performance and completion of the Services, unless expressly stated otherwise in the Contract. The Consultant shall provide all required notices and shall comply with all applicable federal, state, and local laws, statutes, ordinances, codes, rules, regulations, and lawful orders of any public authority having jurisdiction, including those of the City.

The Consultant shall promptly notify the City in writing upon discovery of any inconsistency or conflict between the Contract Documents and applicable legal or regulatory requirements. The City shall determine the appropriate course of action to resolve such inconsistencies in the best interest of the City.

If the Consultant proceeds with the Services knowing that such Services do not comply with applicable laws or regulatory requirements and fails to provide timely written notice to the City, the Consultant shall assume full responsibility for the non-compliant work and shall bear all costs associated with corrective actions, delays, penalties, or other resulting consequences.

- 2.4. Responsibility for Those Performing the Services:** The Consultant 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 under the Contract, as if such acts or omissions were those of the Consultant.

2.5. Payment & Completion: As provided in the Contract, the Contract Sum shall be established as a not-to-exceed amount and represents the maximum total compensation payable by the City to the Consultant for performance of the Services. The Consultant shall be compensated only for approved Services performed in accordance with the Contract Documents and shall not exceed the not-to-exceed amount without an approved and executed Change Order in place prior to performing the additional Services.

Upon completion of the required deliverables, the Consultant shall submit a written notice confirming readiness for review, along with a detailed invoice for the final payment. The City's Project Manager shall review the deliverables, and upon determination that the Services have been completed in compliance with the Contract, payment shall be processed in accordance with the Contract Documents.

Partial payments may be made based on the Consultant's progress and completion of Services, as supported by detailed invoices accurately reflecting the Services performed and associated costs.

All Services shall be performed in accordance with generally accepted professional standards of care and in compliance with all applicable federal, state, and local laws, ordinances, and regulations.

2.6. Protection of Persons and Property: The Consultant shall comply with all applicable federal, state, and local laws, statutes, ordinances, regulations, and lawful orders governing the safety and protection of persons and property in the performance of the Services. The Consultant shall take reasonable precautions to protect the public, the City, its employees, and property from damage, loss, or injury arising from the Consultant's performance of the Services.

To the extent the Consultant's activities cause damage to public or private property, whether direct or indirect, the Consultant shall, at its sole expense, promptly repair or restore the damaged property to a condition equal to or better than its condition immediately prior to the damage, in a manner acceptable to the City. If the Consultant fails to remedy such damage in a timely manner, the City may take corrective action and recover all associated costs from the Consultant.

2.7. Changes in the Services: The City may request changes to the Services within the general scope of the Contract, including additions, deletions, or other modifications. Such changes shall not invalidate the Contract but may require an equitable adjustment to the Contract Sum and/or Contract Time.

No change to the Service shall be deemed authorized, approved, or binding until memorialized in a written Change Order executed by duly authorized representatives of both Parties. The Consultant shall not proceed with any change to the Services unless and until a fully executed Change Order is in place.

Any adjustments to the Contract Sum or Contract Time shall be made only in accordance with the terms and conditions of the Contract Documents, and no claim for additional compensation or extension of time shall be valid absent an approved, executed Change Order.

2.8. Minor Changes in the Services or Work: The City may authorize minor changes to the Services that do not alter the Contract sum, extend the Contract time, or materially affect the intent of the Contract Documents.

2.9. Correction of Services and Work Product: The Consultant shall perform the Services and prepare all Work Product in accordance with generally accepted professional standards of care and the requirements of the Contract. If any Services or Work Product are found to be deficient, nonconforming, or not in compliance with the Contract, the Consultant shall, at its sole cost and expense, promptly correct such deficiencies to the satisfaction of the City.

The Consultant shall bear all costs associated with correcting deficient Services or Work Product, including any additional effort required as a direct result of such deficiencies. If the Consultant fails to correct the nonconforming Services or Work Product in a timely manner, the City may take corrective action and recover all associated costs from the Consultant.

2.10. Acceptance Not Waiver: The City's review, approval, acceptance, or payment for any Services or Work Product shall not relieve the Consultant of its obligation to perform the Services in accordance with the standards of care, quality, and timeliness required under the Contract. No acceptance, approval, or payment shall be construed as a waiver of any rights or remedies available to the City under the Contract, nor shall it waive any claims arising from the Consultant's performance.

2.11. Change Order or Contract Amendment: No oral statement or representation by any individual shall modify, change, or affect the terms, conditions, requirements, or specifications of the Contract. Any amendment, modification, or change order to the Contract shall be valid only if made in writing and executed by the City's Contract Administrator and the Consultant. Such executed modifications are the sole method for altering the Contract and must comply with the City's established procedures.

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

2.13. Compliance with Laws: The Consultant shall comply with all applicable federal, state, county, and municipal laws, statutes, ordinances, codes, rules, regulations, and ethical standards governing the performance of the Services under the Contract.

The Consultant represents and warrants that it is duly qualified to perform the Services and possesses all required authority, professional licenses, certifications, experience, and expertise necessary to perform the Services. All such licenses and qualifications shall remain valid and in good standing throughout the term of the Contract.

2.14. Debarment or Suspension: The Consultant certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federally funded or state-administered contracts or from providing the Services.

2.15. Confidentiality: The Consultant shall maintain the confidentiality of any non-public information disclosed by the City or obtained in the performance of the Services,

except as required by law. The Consultant shall use reasonable care to protect such information from unauthorized use or disclosure and shall ensure that its employees, agents, and subcontractors comply with this requirement.

- 2.16. Conflict of Interest:** No public official or employee of the City shall have any financial or personal interest, direct or indirect, in the Contract resulting from this solicitation. Any potential conflicts must be disclosed and addressed in accordance with applicable laws and the City's policies.
- 2.17. Cancellation of Solicitation:** The City reserves the right to cancel this solicitation at any time or to reject any or all proposals, as a whole or in part, when deemed in the City's best interest.
- 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 Consultant agrees to:
- 2.19.1.** The Consultant 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 Consultant agrees to post notices in conspicuous places visible to employees and job applicants, setting forth the provisions of this nondiscrimination clause.
 - 2.19.2.** All solicitations or advertisements for employees placed by or on behalf of the Consultant shall state that the Consultant is an Equal Opportunity Employer.
 - 2.19.3.** Notices, advertisements, and solicitations placed following federal law, rules, or regulations shall be deemed sufficient for meeting the requirements of this section.
- 2.20. Immigration Compliance:** The Consultant certifies that it fully complies with the **Immigration Reform and Control Act of 1986** and all applicable federal, state, and local immigration laws. The Consultant 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.
- 2.21. Failure to Perform:** If the Consultant fails to fulfill its obligations under the Contract, including but not limited to timely delivery of Services, conformance with applicable standards of care, or compliance with reporting and coordination requirements, the City may, after providing oral or written notice (with any oral notice documented in the contract file), procure substitute services, work, or materials from alternate sources. The Consultant shall be liable for any additional costs or damage incurred by the City because of such failure.

In the event of nonperformance, the City may pursue progressive corrective actions, as appropriate. However, if the failure materially affects project outcomes, threatens public safety, or disrupts the continuity or integrity of the Services, the City reserves the right to take immediate action, including suspension or termination of the Contract.

2.22. Failure to Enforce: The City's failure to enforce any provision of this Contract at any time shall not constitute a waiver of that provision, or of any other rights or remedies available to the City under this Contract or applicable law. Such non-enforcement shall not affect the validity or enforceability of the Contract, any part thereof, nor shall it preclude the City from enforcing any provision of the Contract later under the terms thereof.

2.23. Force Majeure: The Consultant 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 Consultant must provide prompt written notice to the City of any event that prevents performance and shall make all reasonable efforts to mitigate delays or disruptions caused by the force majeure event.

2.24. Indemnification: To the extent permitted by law, the Consultant shall defend, indemnify, and hold harmless the City, its officers, employees, insurers, and self-insurance pool from and against any and all claims, demands, actions, damages, losses, liabilities, and expenses, including attorney's fees, arising out of or resulting from bodily injury, property damage, or other loss caused by the negligent acts, errors, omissions, or fault of the Consultant, its agents, employees, subcontractors, or suppliers in the performance of the Contract.

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

2.25. Independent Consultant: The Consultant is and shall remain an independent consultant in all respects under the Contract. Neither the Consultant 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 Consultant, its employees, agents, or subcontractors. The Consultant 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 Consultant is not entitled to any benefits that the City provides to its employees, including, but not limited to, health insurance, retirement benefits, or Workers' Compensation coverage.

2.26. Services, Work Product and City Ownership: All documents, drawings, plans, specifications, reports, calculations, models, data, designs, and other work products or deliverables prepared, developed, or produced by the Consultant in the performance of the Services under the Contract ("Work Product") shall be deemed

works made for hire and shall become the sole and exclusive property of the City upon creation. To the extent any Work Product does not qualify as a work made for hire, the Consultant hereby irrevocably assigns to the City all right, title, and interest, including all copyrights and other intellectual property rights, in and to such Work Product.

The Consultant shall retain no ownership, copyright, or proprietary interest in the Work Product, except for the limited right to retain copies for record-keeping purposes.

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

- 2.27. Patents and Copyrights:** The Consultant agrees to indemnify and hold harmless the City from any claims, including but not limited to those related to patent(s), copyright(s), trademark(s), or any other form of intellectual property rights infringement. In no event shall the City be held liable to the Consultant for any damage, 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 case 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.
- 2.28. Governing Law:** The Contract and/or any agreement(s) resulting from responding to this solicitation 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 under or related to the Contract shall be brought in the District Court, 21st Judicial District, Mesa County, Colorado. In the event of a conflict between the body of the Contract and any incorporated or referenced document, the provisions of this Contract shall govern and control.
- 2.29. Expenses:** All costs incurred by the Consultant in preparing, submitting, and presenting a proposal in response to this solicitation shall be the Consultant's sole responsibility and shall not be reimbursed or charged to the City.
- 2.30. 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.
- 2.31. 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.

2.32. 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.

2.33. Default: The City reserves the right to terminate the Contract if the Consultant 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 Consultant 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 Consultant 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 Consultant 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.

2.34. Piggyback: Contracts resulting from this solicitation are primarily intended for the City. However, upon mutual agreement between the awarded Consultant and other governmental entities, the contract may be extended for use by additional agencies, subject to the specifications, terms, conditions, and pricing established in the original agreement.

Each participating governmental entity shall establish its own separate contract with the Consultant, issue its own purchase orders, be invoiced directly, make its own payments, and provide its own tax exemption certificates, if applicable.

It is expressly understood that the City is not a party to any contract formed between the Consultant and any other governmental entity under this provision. The City assumes no liability for any obligations, costs, or damages incurred by any other entity utilizing this Contract.

2.35. 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.

2.35.1. "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 Consultant's authorized representatives, employees, subcontractors, and agents responsible for fulfilling the obligations of the Contract.

2.35.2. “City” means and refers to the City of Grand Junction, Colorado, including its departments, officials, employees, and authorized representatives.

2.35.3. The “Contract Sum” refers to the total amount payable by the City to the Consultant for the full and satisfactory completion of the required Services. This sum includes all materials, labor, equipment, services, and any other obligations specified in the Contract Documents.

The Contract Sum shall be structured as a Not-to-Exceed amount, as defined in the Contract Documents. Any modifications to the Contract Sum must be made in accordance with the provisions of the Contract and duly authorized by both Parties.

2.35.4. “Contract Time” means the period during which the Consultant is obligated to perform the Services under this Contract, beginning on the effective date specified in the Notice to Proceed or other written authorization issued by the City, and continuing through the date of completion, expiration, or termination as set forth in the Contract Documents. Contract Time may be extended or reduced only by a duly executed written amendment or change order.

2.35.5. A “Deliverable” refers to any tangible or intangible work product, report, document, presentation, or other output the Consultant is required to produce as part of the Services. Deliverables must fully 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.
- The State of Colorado's technology standards, including Level AA conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG)

All deliverables must adhere to these legal and technical requirements to ensure accessibility for individuals with disabilities.

2.35.6. “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.

2.35.7. “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.

- 2.35.8.** “Project” or “Work” refers to the endeavor outlined in this solicitation that encompasses the required product, service, or deliverable specified in the Contract Documents.
- 2.35.9.** “Services” include all labor, materials, equipment, and professional expertise necessary to complete the Work and fulfill the requirements outlined in the Contract Documents.
- 2.35.10.** “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 3.0: Insurance Requirements

At its own expense, the successful Consultant shall procure and maintain, for the duration of the Contract, comprehensive insurance policies with insurers rated A- or better by A.M. Best, authorized to do business in Colorado, and in forms acceptable to the City. Coverage shall be sufficient to satisfy all liabilities, claims, demands, and obligations arising out of the Consultant’s performance of Services under the Contract.

This insurance coverage shall meet or exceed any additional insurance requirements imposed by the Contract or by law. The Consultant’s failure to procure or maintain adequate coverage, in the required amounts, duration, or types, shall not relieve the Consultant of any liabilities or obligations assumed under the Contract. Furthermore, the Consultant shall ensure that all such insurance remains in full force and effect throughout the term of the Contract.

The Consultant shall require and ensure that any subcontractors maintain insurance meeting these same requirements. The required coverage must be maintained continuously to address all liabilities, claims, demands, and obligations assumed by the Consultant 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. Unless otherwise specified in the Special Conditions, the minimum coverage limits shall be as follows:

(a) Commercial General Liability

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

Continuous coverage or an extended reporting period shall be maintained for a minimum of five (5) years following the completion of services.

- (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 Consultant'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 Consultant shall comply with all applicable State of Colorado Laws and Regulations concerning Workers' Compensation and other statutory insurance as required. Additionally, the Consultant 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 shall name 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 Consultant. The Consultant shall be solely responsible for any deductible losses under any policy required above.

3.2. **ACCORD Certificate of Insurance**

Prior to commencing any Services, the Consultant shall provide ACCORD Certificates evidencing all required coverages and endorsements. Certificates shall:

- Reference the Solicitation title and number.
- Clearly identify all policy limits, effective dates, carrier information, and
- Include copies of all required endorsements.

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

Proof of insurance must be submitted and approved by the City before any on-site or remote access work begins.

Section 4.0: Specifications and Scope of Services

4.1. **Background Information**

The City owns and operates critical water distribution infrastructure that supports municipal and agricultural water uses in the region. As part of the City's raw water system, the Juniata Ditch conveys water from the Kannah Creek drainage and related storage reservoirs to the Juniata Reservoir and downstream users. The ditch serves

both the City and multiple agricultural water users in the surrounding area and is an integral component of the local water supply and irrigation network.

A state-funded feasibility study and recent planning efforts indicate that Juniata Ditch experiences significant seepage losses, estimated at approximately thirty percent (30%) of conveyed flow, resulting in reduced system efficiency and increased demand for available water supplies. To address these losses and improve conveyance reliability, the City has prioritized engineering improvements to the ditch, including piping and lining of select reaches. These improvements are intended to support long-term water sustainability in the face of projected future demand and climatic variability.

The Project is anticipated to be funded through multiple sources, including the Juniata Ditch Company, Bureau of Reclamation grant funding, the Colorado River District, and a Water Plan grant. A resolution supporting the City's application for Bureau of Reclamation funding has been adopted, and additional support has been provided through regional and state water grant programs to advance engineering and design activities.

The City also applied for and was awarded State technical assistance. Through this assistance, the State's technical assistance consultant, Applegate Group, Inc., prepared a feasibility study that informed the Bureau of Reclamation grant application associated with this Project. Applegate Group, Inc. did not participate in the development of this solicitation or the establishment of the Scope of Services and will not participate in the evaluation or selection of proposals. Applegate Group, Inc., is eligible to submit a proposal in response to this solicitation.

The purpose of this solicitation is to engage a qualified professional engineering Consultant to advance the design of the Juniata Ditch Enlargement and Seepage Reduction Project to completion, including alternatives evaluation, hydraulic analysis, and preparation of construction documents to support future construction and funding phases.

4.2. Scope of Services

The City is soliciting proposals from qualified professional engineering firms to provide design engineering services for reducing seepage in the Juniata Ditch (Project). The selected Consultant shall perform engineering analysis, evaluate alternatives, and prepare construction documents in accordance with applicable standards and City requirements.

4.2.1. Task 1 – Meetings and Project Coordination

The Consultant shall conduct an initial project kickoff meeting with the City to confirm project objectives, design criteria, scope, and schedule. The Consultant shall participate in additional meetings as reasonably required as the design progresses. Ongoing coordination with the City via email and telephone to discuss design development, schedule, and technical issues is included under this task.

4.2.2. Task 2 – Data Gathering and Site Evaluation

The Consultant shall obtain, review, and evaluate data necessary to support the Project design, including:

- Review of existing information relevant to the ditch system and the Project area, including available survey data.
- Site visits to assess existing infrastructure, proposed pipe alignments, and structure locations.
- Identification and evaluation of potential constructability issues and feasible solutions.
- Identification and acquisition of supplemental data from publicly available and online sources, including but not limited to State diversion records, LiDAR data, and other relevant datasets.
- Coordination with the City to obtain City-held data, including system loss analyses and other available operational or technical information.

The Consultant shall compile and synthesize the collected data for use in subsequent analyses and design. The Consultant shall prepare technical documentation, reports, and surveys, as required to support design development and assist the City and applicable agencies with compliance with National Environmental Policy Act (NEPA) requirements necessary for the construction of the Project.

4.2.3. Task 3 – Engineering Design and Construction Documents

The Consultant shall perform engineering design services to advance the Project to the final design level. The Consultant shall evaluate alternatives and identify for the City the most cost-effective design that meets stakeholder goals for reducing seepage losses and improving system efficiency.

Design considerations shall include, at a minimum:

- Ditch alignment alternatives.
- Pipe materials, pipe sizes, and configurations.
- Varying lengths of pipeline installation versus open channel or shotcrete lining.

The Consultant shall coordinate, as appropriate, with material suppliers and construction contractors to obtain current cost information necessary to evaluate alternatives and develop an Engineer's Opinion of Probable Construction Cost for the City's review.

The final design is anticipated to include approximately 12,200 linear feet of ditch improvements consisting of pipeline installation and/or shotcrete lining. The design shall identify which sections will be piped or lined and specify pipe materials and sizes. All required structures needed to connect system components shall be designed. Pipeline appurtenances, including air vents, shall have locations and sizes clearly identified.

The Consultant shall prepare a final plan set of engineered drawings, including pipeline and/or shotcrete liner alignments, elbows, fittings, profiles, pipe sizes, and detailed structure drawings. A revegetation plan, including a schedule and seed mix, shall be provided. Technical construction specifications for all Project components shall also be prepared.

The Consultant shall prepare an Engineer's Opinion of Probable Construction Cost to assist the City in evaluating funding options for the construction phase, including potential grants and loans.

The Consultant shall also prepare a Basis of Design document that outlines project goals, summarizes relevant data, identifies design criteria for key project elements (including pipe materials, pressure ratings, velocities, appurtenances, installation methods, and structural components), and documents the rationale for major design decisions reflected in the construction plans.

This task shall include the preparation of a Project Implementation Plan, which will outline a proposed schedule and key milestones from the completion of design through to construction.

4.2.4. Task 4 – Permitting and Regulatory Research

The Consultant shall conduct research and coordination to identify permits, approvals, and regulatory requirements applicable to the construction of the Project. This task shall include investigation of construction grant eligibility requirements and identification of environmental, cultural, or other regulatory considerations that may require consultation or compliance during the construction phase, including the anticipated level of review or documentation required.

4.3. Project Schedule

The City anticipates that the Scope of Work can be completed within twelve (12) months of execution of the Contract. The Consultant shall promptly notify the City of any issues or conditions that may affect the project schedule.

4.4. Special Conditions and Provisions:

4.4.1. Questions Regarding the Solicitation Process or the Scope of Services

All questions regarding this solicitation shall be submitted in writing by email only to:

Kathleen Franklin, Purchasing Agent
City of Grand Junction
kathleenf@gjcity.org

4.4.2. Grant Compliance and Regulatory Requirements

The Project is anticipated to be funded, in whole or in part, through grant funding and may be subject to applicable federal, state, or other regulatory requirements. The Consultant shall provide reasonable support to the City, as requested, to assist with grant compliance and regulatory coordination related to the Services.

Such support may include, but is not limited to, providing technical information, documentation, or design-related materials necessary to support grant reporting, reimbursement, audit, or regulatory review requirements, if applicable. Specific grant conditions, reporting requirements, or regulatory obligations will be identified and communicated by the City as they become known.

All Services shall be performed in a manner consistent with applicable funding requirements. The City reserves the right to request additional documentation or information as necessary to support compliance with grant or regulatory obligations.

4.4.3. Budget

The City will not disclose a project budget or maximum funding amount as part of this solicitation. Any resulting Contract is anticipated to be negotiated as a **not-to-exceed amount** based on the selected Consultant's proposal and the Scope of Services.

Proposers are expected to submit cost-effective and competitive proposals that demonstrate a clear understanding of the Project requirements. The City reserves the right to reject any proposal that is determined, in the City's sole discretion, to be financially unreasonable or inconsistent with available funding.

4.4.4. Key Staff Reassignment

Key Personnel identified in the Proposal are deemed essential to the satisfactory performance of the Contract and shall be contractually committed to the project. The Consultant shall not reassign, substitute, or otherwise remove any Key Personnel without the prior written authorization of the City.

If reassignment or substitution becomes necessary, the Consultant shall notify the City in writing no later than five (5) business days prior to the proposed change, or as soon as practicable in the event of an unforeseen circumstance. The written request shall include.

- A detailed explanation for the change; and
- The qualifications and experience of the proposed replacement personnel.

Any proposed replacement must possess qualifications and experience equal to or greater than those of the individual being replaced. No reassignment shall be effective until the City has provided written authorization.

Key Personnel identified in the proposal shall be contractually committed to the project. Substitutions or replacements shall not occur without the City's prior written approval.

4.4.5. City Personnel Time & Deliverable Review Standards

The City expects all deliverables to be complete, accurate, and professionally prepared. Reliance on City staff for extensive editing, formatting corrections, or repeated reviews of incomplete or substandard deliverables may be deemed noncompliant performance under the Contract.

If the City determines that an unreasonable amount of City staff time is being spent reviewing or correcting the Consultant's submittals, the City reserves the right to:

- Require corrections at no additional cost,
- Withhold payment until acceptable deliverables are received, or
- Seek reimbursement or compensation for the excessive City staff time expended.

4.4.6. Price Proposal Requirements: Proposers shall submit a detailed Price Proposal for professional design engineering services to be provided under the Contract. Pricing shall be proposed as an all-inclusive, **not-to-exceed amount** and shall reflect all costs necessary to fully fulfil the Scope of Services.

4.4.6.1. Fee Structure

Proposers shall provide a detailed breakdown that includes, at a minimum:

- A **Rate Schedule** identifying all proposed labor classifications (e.g., Project Manager, Senior Engineer, Engineer, CAD Technician, Environmental Specialist, Administrative Support) and corresponding fully burdened hourly rates; and
- A **task-based fee summary** aligned with the Scope of Services, identifying the estimated level of effort, hours, and total cost for each task.

4.4.6.2. Cost Inclusions

The proposed not-to-exceed amount shall be comprehensive and inclusive of all costs required for successful completion of the Project, including but not limited to:

- Professional labor, supervision, and administration
- Meetings, coordination, and project management
- Data collection, analysis, modeling, and documentation
- Preparation of plans, reports, specifications, and cost estimates
- Travel, site visits, mileage, and related expenses
- Software, tools, and technology necessary to perform the Services
- Any other costs required to fully perform the Services in accordance with the Scope of Work

The City shall not be responsible for any additional costs beyond the agreed not-to-exceed amount unless expressly authorized through a written and executed Change Order.

4.4.6.3. Pricing Conditions

- All fees and pricing submitted in response to this solicitation shall be considered **subject to negotiation** at the City's sole discretion.
- Proposed rates shall remain firm for the duration of the Contract unless otherwise authorized by the City in writing.

- Proposers shall submit pricing using the designated format provided in **Section 7.0 – Solicitation Response Form.**

The City shall not be responsible for any additional costs beyond the agreed pricing, including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, or liquidated damages, unless otherwise specified in the Contract Documents.

- 4.4.7. Not-to-Exceed Compensation Limit:** Compensation under this Contract shall not exceed the total amount expressly authorized in the Contract Documents. The Consultant shall monitor its progress and expenditure to ensure compliance with the not-to-exceed (NTE) amount. The City shall not be responsible for any work performed or costs above the NTE amount unless such an increase is authorized in advance and in writing by the City through a duly executed Contract Amendment or Change Order.

The Consultant acknowledges and agrees that any work performed over the authorized amount, even if performed in good faith or believed that such work was necessary, shall be at the Consultant's sole risk and expense. Verbal assurances or informal communications shall not be construed as authorization to exceed the NTE amount.

The Consultant further acknowledges that the NTE amount is based on successfully delivering the Scope of Services and required deliverables, not estimated labor hours. The Consultant is responsible for completing the work as agreed, regardless of whether actual labor hours exceed the Proposer's original estimates. Underestimating the level of effort required shall not constitute grounds for additional compensation or relief from performance obligations.

- 4.4.8. Contract:** A binding Contract shall consist of the following components: (1) This RFP, including all Exhibits, Attachments, and any Addendum(s) thereto; (2) The Proposer's response (Proposal); (3) Any written clarifications, if applicable, and (4) the City Purchasing Division's acceptance of the proposal, as evidenced by a formal "Notice of Award."

- 4.4.8.1.** The Contract represents the entire agreement between the parties. Performance shall be governed exclusively by the terms, specifications, and requirements outlined in the Contract, as well as all applicable federal, state, and local laws. No other agreements, representations, or understandings shall be valid or binding unless expressly incorporated into the Contract.

The City's terms and conditions shall take precedence in the event of a conflict between documents.

- 4.4.8.2.** Any change to the Contract, whether by modification or supplementation, must be accomplished by a formal Contract Amendment in writing and executed by a duly authorized representative of the Consultant and the City Contract Administrator or by a modified Purchase Order/Contract before the effective date of such modification. The Proposer expressly and explicitly acknowledges and agrees that no verbal agreement, informal

communication, or other unauthorized document shall constitute a valid amendment to the Contract.

- 4.4.9. Project Manager:** The City's Project Manager (or designated Point of Contact) shall oversee, approve, and accept all Services performed or Work Product within the Scope of Services.

During the performance of the Contract, all notices, letters, submittals, and other communications directed to the **City** shall be delivered to the designated City representative at the following address.

William Comerer
Project Engineer
City of Grand Junction
Engineering and Transportation
244 N 7th St
Grand Junction, CO 81501

- 4.4.10. Contract Administrator:** The City's Contract Administrator shall be responsible for all matters related to the administration of **the Contract**, including issuance of amendments, modifications, and other administrative actions, as well as interpretation of contractual terms and conditions. All administrative inquiries shall be directed at:

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

The Contract Administrator serves as the City's primary point of contact for contractual and administrative matters. This role does not include technical oversight, direction of the Consultant's work, or acceptance of deliverables, which shall remain the responsibility of the City's designated Project Manager.

Attachments

The following attachments are accessible as the links below. These documents are provided for information and reference purposes to assist Proposers in understanding the Project location, context and funding background.

[Attachment A – WaterSMART Juniata Enlarged Ditch Piping Project Grant Application](#)

[Attachment B – Juniata Enlarged Ditch Location](#)

[Attachment C – Map Juniata Enlarged Ditch](#)

Tentative Calendar of Events:

Event and Details	Date
Solicitation Issued/Posted Published via BidNet® Direct – RMEPS	January 8, 2026
Non-Mandatory Virtual Pre-Proposal Meeting Please refer to Section 1.5.	January 21, 2026
Inquiry deadline No questions are accepted after this date	January 29, 2026
Final Addendum Issued (if applicable)	February 2, 2026
Proposal Submission Deadline Electronic submission via BidNet® Direct only	February 12, 2026, before 1:00 p.m. MST
Evaluation of proposals Internal review by City-appointed committee	February 12 – 20, 2026
Interviews (if required) Virtual or in-person, by City invitation only	Tentative Interview Time Blocks: March 2 and 3, 2026
Notice of Intent to Award (tentative) Subject to final evaluations and interview outcomes	March 6, 2026
City Council Approval (if required) For contracts meeting the approval threshold	March 18, 2026
Contract execution Contingent upon Council approval and funding availability	March 23, 2026

Note: All dates listed above are tentative and subject to change at the City’s sole discretion. Any updates or changes will be communicated via a written addendum posted to BidNet® Direct.

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Section 5.0: Preparation and Submittal of Proposals

5.1. Submission Requirements

Proposals shall be submitted electronically only through the BidNet ® Direct Rocky Mountain E-Purchasing System:

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

- The platform offers both free basic registration and paid subscription options. Free registration may require up to twenty-four (24) hours for activation; Proposers are encouraged to register and upload proposals well in advance of the submission deadline.
 - The City does not control or administer the vendor's access to BidNet Direct. Proposers are solely responsible for ensuring a successful electronic submission.
 - Technical assistance must be requested directly from BidNet® at (800) 835-4603 before the proposal deadline.
 - Late submissions will not be accepted under any circumstances.
-

5.2. Proposal Format and Submission Requirements

Each proposal shall be submitted as **one (1) complete, searchable PDF document** not to exceed **forty (40) pages**, excluding the required Solicitation Response Form (Section 7.0).

- The cover page shall clearly identify the solicitation number and title.
 - Pages beyond the forty (40) page limit will not be reviewed or scored.
-

5.3. Cover Letter

Proposers shall submit a cover letter that briefly summarizes the Proposer's interest, qualifications, and understanding of the Project.

The cover letter shall include:

- Name, title, address, phone number, and email address of the primary point of contact
- Identification of the individual(s) authorized to make representations and bind the Proposer
- Signature of a duly authorized representative, including printed name and title

Submission of a Proposal constitutes acceptance of the requirements and conditions of this solicitation.

5.4. Solicitation Response Form

Proposers shall complete and submit the **Solicitation Response Form (Section 7.0)** with the Proposal. Only the completed form is required. The full solicitation shall not be returned unless exceptions or proposed modifications are identified.

5.5. Price Proposal

Proposers shall include a detailed Price Proposal within the body of its submission, structured in accordance with the requirements set forth in **Section 4.4.6**.

The total **not-to-exceed amount** shall be submitted separately using the **Solicitation Response Form** provided in **Section 7.0**. The not-to-exceed amount shall represent the maximum total compensation payable for performance of the Services under the Contract.

5.6. Capacity, Credentials, Experience, and References

Proposers shall demonstrate its capacity, qualifications, and experience to successfully perform the Services required for the Juniata Enlarged Ditch Seepage Reduction Project. At a minimum, Proposers shall address the following:

- **Relevant Experience:** Experience providing professional engineering services for water conveyance systems, ditch or canal improvements, pipeline or lining projects, seepage reduction, irrigation infrastructure, or similar water resources projects of comparable scope and complexity. Experience with grant-funded projects and coordination related to NEPA or other environmental compliance is desirable.
- **Key Personnel:** Identification of key personnel proposed for the Project, including roles, office locations, professional qualifications, licenses, and availability. Key personnel identified in the proposal shall be considered committed to the Project and may not be replaced without the City's prior written approval.
- **Project Organization:** Description of the proposed project team structure, including roles and responsibilities, lines of communication, and identification of any proposed subconsultants and their respective scopes of work.
- **Relevant Project Experience and References:** Proposers shall provide a minimum of **three (3) references** for projects completed within the past **five (5) years** that are similar in scope and complexity to the Services described in this solicitation. Relevant projects may include water conveyance improvements, ditch or canal projects, pipeline or lining systems, seepage reduction efforts, or comparable water infrastructure projects.

For each referenced project, include:

- Client name, organization, and reference contact information (current phone number and email address).
 - Project name, description, and location.
 - Scope of services performed by the Proposer.
 - Key personnel involved in the project.
 - Design cost, construction cost (if applicable), and total project budget.
 - Project duration, completion date, and schedule performance; and
 - Notable challenges encountered and lessons learned
- **Project Team Experience:** Description of how key personnel have worked together on past projects, including individual roles and contributions to the project outcome.
 - **Problem-Solving and Risk Mitigation:** Examples of challenges encountered on similar projects, solutions implemented, and strategies used to manage risk, control budgets, and achieve timely completion.
 - **Change Management and Cost Control (if applicable):** Description of projects in which change orders exceeded five percent (5%) of the contract value or schedule delays exceeded one (1) month, including an explanation of the causes and how such issues were managed and resolved.
 - **Work Samples (Optional):** Up to two (2) representative project examples demonstrating relevant experience with similar water infrastructure or seepage reduction projects.

The City will use the information provided in this section to evaluate the Proposer's experience, reliability, problem-solving ability, and overall performance in delivering services comparable to those required under this solicitation.

5.7. Strategy and Implementation Plan

Proposers shall describe its approach to delivering the Services outlined in **Section 4.0 – Scope of Services**. The response shall demonstrate a clear understanding of the Project and the Proposer's ability to successfully complete the work. At a minimum, Proposers shall address the following:

- Understanding of the City's objectives for ditch enlargement, seepage reduction, and system efficiency.
- Approach to data gathering, hydraulic analysis, alternatives evaluation, and advancement to a completed design level.
- Approach to supporting applicable environmental review, permitting research, and grant-related coordination, including NEPA support, as applicable.
- Communication and coordination methods with City staff and stakeholders.

- Proposed project schedule and key milestones aligned with the anticipated design timeline.
- Risk management and quality control procedures to ensure accurate, complete, and timely deliverables; and
- Any value-added or innovative approaches that may enhance project outcomes, efficiency, or constructability.

The Strategy and Implementation Plan should clearly demonstrate the Proposer's readiness, technical approach, and ability to meet the requirements and objectives of this solicitation.

5.8. Legal Proceedings and Litigation

Proposers must disclose any legal proceedings, lawsuits, or regulatory actions involving the Proposer, its employees, or any subcontractors who may be involved in performing the services under this Contract. This includes:

- All pending or current litigation, including the status of each case
- Any matter filed, settled, or adjudicated within the past five (5) years

For each case, provide:

- A brief description of the underlying issue
- The status or outcome

Failure to disclose relevant legal proceedings may impact the evaluation process.

5.9. Additional Data (Optional)

Proposers may submit additional information that demonstrates qualifications or capabilities relevant to the Juniata Enlarged Ditch Seepage Reduction Project. Such information may include, but is not limited to:

- Specialized experience with water conveyance systems, ditch or canal improvements, seepage reduction, or similar water resources projects.
- Use of innovative engineering approaches, modeling techniques, or technologies that may enhance project outcomes or cost efficiency.
- Experience incorporating sustainable design practices or constructability considerations into water infrastructure projects; and
- Other distinguishing factors that demonstrate added value or benefit to the City.

Submission of this information is optional. Proposers are encouraged to include only information that is directly relevant and adds value to its proposal.

Section 6.0. Evaluation Criteria and Factors

6.1. Overview

An evaluation committee appointed by the City will review and evaluate all proposals based on each Proposer’s demonstrated qualifications, experience, and ability to successfully perform the Services described in this solicitation. The evaluation committee will consider the Proposer’s technical approach, relevant experience, capacity, and overall responsiveness to the requirements of the RFP to determine confidence in the Proposer’s ability to perform under the Contract.

6.2. Evaluation Summary

Proposals will be evaluated and ranked in accordance with the evaluation criteria, categories, and relative weightings set forth in this Section. The City reserves the right to:

- Accept or reject any portion of a proposal
 - Consider the Proposer’s past performance on similar projects, including work performed for the City or other public agencies; and
 - Make an award, if any, in the best interest of the City
-

6.3. Scoring Criteria

The City will evaluate proposals using the criteria and relative weights identified below. Each Evaluation Committee member will independently score qualitative criteria on a scale of 1 to 10, where 1 indicates an unsatisfactory response, and 10 indicates a highly qualified response that fully meets or exceeds the solicitation requirements.

Raw scores will be multiplied by the assigned weights to determine weighted category scores. The sum of all weighted qualitative scores will represent each Proposer’s raw qualitative total.

To ensure fairness and consistency, the highest overall qualitative score among all proposers will establish the benchmark for curved scoring. All other proposers’ qualitative totals will be proportionally adjusted (curved) relative to that benchmark before the final composite scores are calculated.

6.3.1. Evaluation Criteria and Weighted Values (Qualitative – 90%)

Evaluation Category	Description	Weight
Responsiveness to Solicitation	The Proposal is complete, well-organized, and responsive to all requirements of this solicitation,	5%

Evaluation Category	Description	Weight
	including adherence to submission instructions, required forms, and content outlined in Section 5.0.	
Understanding of the Project, Scope of Services, and City Objectives	Demonstrated understanding of the Juniata Ditch system, project limits, enlargement and seepage reduction objectives, applicable funding considerations, and the City’s intent to advance the Project to a completed design level, including alternatives evaluation and regulatory considerations.	20%
Capacity, Credentials, Experience, and References	Demonstrated experience delivering comparable water conveyance, ditch or canal improvement, pipeline or lining, and seepage reduction projects. Qualifications and availability of key personnel, effectiveness of the proposed project team structure, experience with grant-funded projects and NEPA coordination, and quality and relevance of references.	25%
Strategy and Implementation Plan	Clarity, feasibility, and effectiveness of the proposed approach for delivering the Services, including data gathering, hydraulic analysis, alternatives evaluation, advancement of design to completion, coordination with the City and stakeholders, risk management, quality control, and schedule adherence.	25%
Project Management, Coordination, and Quality Assurance	Demonstrated ability to manage professional design services projects; maintain effective communication and coordination with the City; meet project milestones; and ensure accuracy, consistency, and compliance with applicable standards and regulatory requirements throughout the design process.	15%
Total Qualitative Score		90%

6.3.2 Curved Scoring Method

Following individual evaluations, the City will aggregate the weighted qualitative scores from all evaluators to determine each Proposer’s total qualitative score.

The highest total qualitative score will normalize to ninety percent (90%), representing the top of the qualitative curve. All other Proposers’ scores will be curved proportionally relative to this benchmark using the same ratio.

The resulting curved qualitative score will then be combined with the fee score (if applicable) to determine each Proposer's final composite score.

6.3.3 Fee or Pricing Proposal (10%) – Formula-Based Scoring

The Fee or Pricing Proposal will constitute **10%** of the total evaluation score. Pricing will be evaluated using a formula-based approach. The Proposer submitting the **lowest not-to-exceed cost** will receive the maximum available points for this criterion. All others will be scored proportionally using the following formula:

$$(\text{Lowest Fee} \div \text{Proposer's Fee}) \times \text{Maximum Fee Points} = \text{Weighted Fee Score}$$

All price proposals shall be:

- Fully itemized and inclusive of all costs necessary to perform the Services.
- Consistent with the Scope of Services and the proposed Rate Schedule; and
- Reasonable, balanced, and adequately supported by the information provided.

Pricing that is incomplete, mathematically inconsistent, or materially unbalanced may result in a reduced score or disqualification.

Pricing will be evaluated based on the Price Proposal and Rate Schedule submitted in accordance with Section 5.0 – Preparation and Submittal of Proposals and the Solicitation Response Form provided in Section 7.0.

6.4. Shortlisting Proposers

The City will use the process outlined below to develop a shortlist of Proposers for further consideration. The City reserves the right to modify this process if deemed in its best interest.

Compliance Review

All proposals will undergo an initial review to confirm compliance with the mandatory requirements of this solicitation. Proposals determined to be incomplete will not be evaluated further. The City's Purchasing Agent may request written clarifications from Proposers to resolve questions or to confirm understanding of the submittal.

Evaluation and Scoring

Proposals will be evaluated and scored by the City's Evaluation Committee in accordance with the criteria and weighting outlined in Section 6.3. Individual scores will be compiled into a consolidated Evaluation Matrix to assist the Committee in establishing the overall ranking and prioritization of Proposers.

6.5. Reference Checks

The City reserves the right to conduct reference checks for the top-ranked Proposer(s) to verify past performance, reliability, and qualifications. Reference checks may include, but are not limited to, inquiries regarding:

- The Proposer's performance on comparable projects.
- Adherence to project schedules, budgets, and contractual obligations; and
- Responsiveness, professionalism, and quality of work delivered.

The City may contact the references provided by the Proposer and/or other sources familiar with the Proposer's performance. The City may also request copies of final reports or deliverables and, if applicable, conduct site visits or request remote demonstrations to further assess the Proposer's capabilities and verify the accuracy of the information submitted in the proposal.

6.6. Interviews or Presentations (if requested)

At the City's discretion, Proposers scoring within the highest range of the overall evaluation may be invited to participate in interviews or presentations, conducted either virtually or in person, to further assess qualifications, technical approach, and ability to successfully perform the Services for the Juniata Enlarged Ditch Seepage Reduction Project.

The City reserves the right to adjust the number of Proposers invited to interview based on the quality of proposals received and the level of competition. Shortlisted Proposers will be notified in writing, and interview dates will correspond with the Tentative Calendar of Events included in this solicitation.

If conducted, interviews or presentations may be used to evaluate and clarify the Proposer's:

- Understanding of the Juniata Ditch system, project objectives, and seepage reduction goals.
- Technical approach to data gathering, hydraulic analysis, alternatives evaluation, and advancement of the design.
- Approach to permitting research, environmental coordination, and grant-related compliance support, as applicable.
- Proposed project management, coordination, and communication methods.
- Proposed schedule, key milestones, and ability to meet anticipated timelines; and
- Qualifications, roles, and availability of key personnel assigned to the Project.

Proposers invited to interview will receive advance notice specifying:

- The interview or presentation format and expectations.
- The duration and structure of the session; and
- The meeting location or virtual platform details.

6.7. Negotiations

The City reserves the right to negotiate with the highest-ranked Proposer following completion of the evaluation process. The City will not engage in negotiations with lower-ranked Proposer(s) unless negotiations with higher-ranked Proposer(s) are unsuccessful and formally concluded.

If selected for negotiations, the Proposer may be required to submit revisions or clarifications to its proposal, which may include, but are not limited to:

- Price adjustments or submission of a Best and Final Offer (BAFO)
- Refinements or clarifications to technical, scope, or schedule-related components; and
- Other modifications as reasonably requested by the City to ensure alignment with project objectives, funding constraints, and Contract requirements

All negotiations shall be conducted at the City's sole discretion and in a manner deemed to be in the best interest of the City. The City reserves the right to discontinue negotiations or withdraw its intent to award at any time prior to the execution of the Contract.

6.8. Award

The City reserves the right to:

- Award a Contract, in whole or in part, to the Proposer determined to be in the best interest of the City.
- Reject any or all proposals and waive informalities or irregularities in the Proposals received; and
- Consider a Proposer's past performance and record of reliability with the City or other public agencies when determining responsibility and final award suitability.

The City may, at its sole discretion, determine that no award will be issued if it is not in the City's best interest.

6.9. Contract Execution

- The selected Proposer must execute the Contract within a timeframe specified in the City's award notification. Failure to do so may result in award withdrawal and consideration of the next highest-ranked Proposer or re-solicitation.
 - The award is contingent upon funding availability and final City approval.
 - Upon final approval, the successful Proposer(s) will be required to enter into a written contract with the City in the form provided.
-

6.10. Notice of Intent to Award & Protest Procedures

- The City may issue a Notice of Intent to Award before the final Contract execution to identify the Proposer(s) selected for award.
- Any formal protest of the intended award must be submitted in writing within the timeframe specified in the City's [Procurement Policy](#), following all applicable procedures and requirements therein. Protests must identify the specific provision(s) of the City's Procurement Policy that are alleged to have been violated and include all supporting documentation.

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Section 7.0. Solicitation Response Form

RFP-5784-26-KF “Professional Engineering Services for the Juniata Enlarged Ditch Seepage Reduction Design”

The proposer must submit the completed, dated, and signed form.

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

Total Not-to-Exceed Cost Written:

_____ dollars

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

The undersigned has thoroughly examined the entire Solicitation and submitted the proposal, along with the attached schedule of fees and services.

This Proposal is firm and irrevocable for ninety (90) days after the time and date set for receipt of proposals.

The undersigned Proposer hereby acknowledges and agrees to the terms and conditions outlined in this solicitation. By submitting this Proposal, the Proposer certifies that it is fully prepared, willing, and able to perform the Services and deliver the Work Product as described herein, should the City accept and award the Contract.

The undersigned Proposer acknowledges the City’s sole discretion to reject any Proposal, waive informalities or irregularities, and take any action deemed in the City's best interest.

By submitting this Proposal, the Proposer certifies— and, in the case of a joint Proposal, each participating party certifies independently— that the Proposal has been developed and submitted without collusion, consultation, communication, or agreement with any other Proposer or competitor regarding any aspect of the Proposal, including pricing, terms, or strategy.

By submitting this Proposal, the **Proposer** certifies that:

- The prices in the Proposal have not been knowingly disclosed to any other Proposer and will not be disclosed before the award.
- No attempt has been made, nor will be made, to induce any other person or entity to submit or refrain from submitting a Proposal in a manner that restricts competition.

- The individual signing the Proposal is a duly authorized agent of the Proposer and has the legal authority to bind the Proposer to all representations, supporting documentation, and fees/prices provided in the Proposal.
- Direct purchases by the City of Grand Junction are tax-exempt from Colorado Sales or Use Tax. The City's tax-exempt identification number is **98-903544**. The undersigned certifies that no Federal, State, County, or Municipal tax will be added to the above-quoted prices
- The City of Grand Junction payment terms shall be Net 30 days.
- A prompt payment discount of _____ percent of the net dollar will be offered, to the City if the invoice is paid within _____ days after the receipt of the invoice.

Receipt of Addenda

The undersigned Proposer acknowledges receipt of all Addenda issued for this Solicitation, including modifications to the Solicitation or Contract Documents.

- **Total number of Addenda received:** _____

The Proposer is solely responsible for ensuring that all Addenda have been received, reviewed, and acknowledged as part of the Proposal submission.

Authority of Signatory

By signing the Solicitation Response Form, the Proposer certifies that the individual executing the Proposal is duly authorized to bind the Proposer to the terms and conditions of this Solicitation.

The City reserves the right to require written evidence of such authority, including a letter signed by the entity's owner or a statement of authority, prior to Contract execution.

Proposer Information and Authorization

Entity Name: _____

Authorized Agent Name & Title: _____

Authorized Agent Signature: _____

Telephone Number: _____

Email Address of Agent: _____

Business Address: _____

City, State, ZIP Code: _____

Date: _____

The remainder of this page has been intentionally left blank.

Subcontractor Disclosure

The undersigned Proposer intends to subcontract the following portion/s of Services and/or Work Product, as applicable. Identify each proposed subcontractor and describe the specific Services or Work Product to be performed or prepared by each.

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

The **Proposer** certifies that all listed subcontractors are qualified to perform the specified services and will comply with all applicable contract requirements.

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ADDENDUM NO. 1

Date: January 22, 2026

From: City of Grand Junction Purchasing Division

To: All Proposers

RE: Professional Engineering Services for the Juniata Enlarged Ditch Seepage Reduction Design, *RFP-5784-26-KF*

Proposers responding to the above-referenced solicitation are hereby advised that certain requirements have been **clarified, modified, or supplemented** as of the date of this Addendum, as outlined below.

Please take note of the following:

1. **Question:** Could the City provide the state-funded feasibility report developed to support the grants and RFP?

Answer: Section 4.1 of the solicitation references a feasibility study; this reference is incorrect and shall be disregarded. The State Technical Assistance deliverables provided to the City consisted solely of assistance with the WaterSMART grant application; a separate feasibility study report was not produced or delivered as part of that effort. The WaterSMART grant application is incorporated by reference and is provided as a link within the solicitation.

2. **Question:** What is the anticipated schedule for bidding and construction of this project?

Answer: The City anticipates initiating the construction bidding process in summer 2028, with construction planned to begin on or around November 1, 2028. This schedule is preliminary and subject to change based on the final design completion and funding availability.

3. **Question:** Will the City provide existing survey data for the Project, or should Proposers include survey services as part of their proposal? If survey services are to be included, does the City have a preferred survey firm?

Answer: The City does not have existing survey data available for this Project. Proposers shall include the cost and approach for any required surveying services in their proposals. The City does not have a preferred survey firm.

4. **Question:** Relating to the NEPA, in the permit, the term "research" is in the solicitation document. Does the City want the consultant to pull those permits and

Addendum 1 RFP-5784-26-KF

start acquiring them, e.g., wetlands and cultural resources permits, or just provide information about those permitting steps?

Answer: The consultant will identify the permits and other regulatory compliance processes that are required to complete the project. The consultant will prepare reports, surveys, studies, and other required submittals. The City will apply for the permits.

5. **Question:** Has any work on the ditch been evaluated for a wetland and jurisdictional status at this time?

Answer: No.

6. **Question:** Is the design flow 129 cfs? What is ultimately the design flow rate, or is it part of our goal to sort of evaluate what that design flow rate needs to be?

Answer: The 129 cfs is based on the peak diversion/water rights. The consultant will determine the appropriate capacity of the ditch based on their analysis of risks, including storm events.

7. **Question:** What is the size and material of the corrugated metal pipe? Does it currently carry the 129 cfs?

Answer: It is 60 inches, and it carries 129 cfs. The City has been able to run the 129 cfs through that ditch a number of times over the last 15 years.

8. **Question:** Does the city anticipate any need to improve the existing Parshall flume that measures the water diversion?

Or is it going to be protected in place during construction?

Answer: It's going to be protected in place. The flume is in good condition. Between the actual head gate and the flume, there's approximately 50 feet.

If the piping goes through there, the City would need to look at doing some work between that head gate and the flume. Proposers should recommend the best approach.

9. **Non-Mandatory Pre-Proposal Meeting Information (For Reference Only)**

The City conducted a non-mandatory virtual pre-proposal meeting on **January 21, 2026**. For the convenience of Proposers, the City is providing the following link to meeting slides.

[🔗 Juniata Enlarged Ditch Slides](#)

This addendum amends the original solicitation for the referenced project as outlined above. All other terms and conditions of the solicitation remain unchanged.

Addendum 1 RFP-5784-26-KF

Proposers must acknowledge receipt of this addendum by completing the acknowledgment section on the **Solicitation Response Form** (Section 7.0).

Thank you for your attention to this matter.

Respectfully,



Kathleen Franklin
Senior Buyer/Purchasing Agent
City of Grand Junction



ADDENDUM NO. 2

Date: February 2, 2026

From: City of Grand Junction Purchasing Division

To: All Proposers

RE: Professional Engineering Services for the Juniata Enlarged Ditch Seepage Reduction Design, *RFP-5784-26-KF*

Proposers responding to the above-referenced solicitation are hereby advised that certain requirements have been **clarified, modified, or supplemented** as of the date of this Addendum, as outlined below.

- 1. Question:** We have been involved in numerous ditch lining and piping projects, and the level of detail for the survey can range greatly depending on the desired outcome. How detailed should the survey be? One level of detail is required for design and analysis, while considerable more detail is required for accurate cut-fill balance of earthwork quantities. Any guidance on the level of detail for the survey would be helpful to enable consultants to bid comparably.

Answer: The survey should be detailed enough to develop earthwork cut/fill and other quantities for use in bidding and construction. The Federal grant will prohibit the use of certain foreign-made drones.

- 2. Question:** Is there a road that parallels the ditch to allow for access for survey and site investigations?

Answer: There is a road or foot path that parallels most of the ditch.

- 3. Question:** Does the City have any documentation of easement or right of way for the ditch? If not, does the consultant need to provide any boundary, easement, or right-of-way services?

Answer: The City does not have this documentation. The consultant will need to obtain this information or generate it as needed.

- 4. Question:** Project Extents: Can you provide a KMZ of the project extents? We are trying to determine whether the project stops at the flow splitter structure near the reservoir or continues past it. The RFP notes 12,000 linear feet, but based on the mapping, it appears to be a little more.

Answer: The existing GIS data may not include sufficient detail to define the project limits. The project stops at the flow splitter structure near the reservoir.

Addendum 2 RFP-5784-26-KF

5. **Question:** If piping the ditch is an outcome, does the City expect the pipe to be covered (i.e., with dirt)?

Answer: The City anticipates that the pipe will be covered with soil.

6. **Question:** Is the City expecting a portion of this piping to be pressurized?

Answer: This is a possibility, depending on the final design.

7. **Question:** Are there any concerns currently with sediment aggradation within the ditch?

Answer: Historically, some sediment removal has been required.

8. **Question:** The following questions are requesting additional information on the role of the consultant in supporting permitting for the project. These questions are intended to understand the level of effort to provide a basis for costing services. The effort required to research the permits compared to developing the studies and reports to support NEPA is significantly different.

- a. The RFP includes permitting as part of Task 2 and Task 4. Where would you like the consultants to include the scope and fee for those services?

Answer: Task 2 includes developing the documentation, studies, reports, and other information necessary to support the required permitting and grant applications. Task 4 includes the work required to research and determine the scope of permitting, approvals, regulatory requirements, and grant eligibility for the project.

- b. Can you provide any background on coordination with the Bureau of Reclamation (BOR) on the expected NEPA planning process?

Answer: No coordination with BOR has been completed by the City.

- c. Has BOR indicated it will serve as the lead agency for NEPA compliance?

Answer: No discussions on this subject have taken place.

- d. Has the BOR commented on any need for replacement or mitigation of wetland or riparian areas lost due to piping or lining of the ditch? If so, would the development of a mitigation plan be included in this scope of work?

Answer: No discussions on this subject have taken place.

- e. Has BOR indicated if this project will qualify for a Categorical Exclusion (CatEx) or an Environmental Assessment (EA)?

Addendum 2 RFP-5784-26-KF

Answer: No discussions on this subject have taken place.

- f. Has the City consulted with the US Army Corps of Engineers (USACE) about whether the ditch is considered Waters of the United States (WOTUS)? If it is considered WOTUS, has the USACE commented on whether the ditch piping or lining would be subject to the recapture provision?

Answer: No.

- g. Our understanding is that the ditch has been previously identified as potentially eligible for inclusion on the National Register of Historic Places. Has the City consulted with the State Historical Preservation Office (SHPO) regarding this project and expected mitigation for ditch piping or lining?

Answer: No.

9. **Question:** Can the city confirm that the consultants are to prepare a 100 percent design, including construction plans and specifications?

Answer: Yes. The task-based fee summary will need to clearly delineate and define the project milestones, including the 90% and 100% design submittals, for grant tracking purposes.

10. **Question:** How many user turnouts are located within the reach of the ditch in question?

Answer: None. There are irrigation laterals from other ditches that cross the Juniata Enlarged Ditch.

11. **Question:** Will the City of Grand Junction be coordinating access for the private properties crossed by the ditch?

Answer: The consultant will need to coordinate with landowners and obtain signed Permission to Enter (PTE) forms for access to private property.

12. **Question:** Will the establishment of project control points that can be used by the contractor during construction be required?

Answer: Yes, and the control points should be durable and recoverable in the future.

13. **Question:** Will a detailed survey and as-builts be required at the diversion structure and headgate on Kannah Creek and at the proposed pipeline termination and headgate at Jaunita Reservoir?

Addendum 2 RFP-5784-26-KF

Answer: This will be determined by the consultant, if this information is necessary for them to complete the scope of work.

No further questions will be accepted at this time.

This addendum amends the original solicitation for the referenced project as outlined above. All other terms and conditions of the solicitation remain unchanged.

Proposers must acknowledge receipt of this addendum by completing the acknowledgment section on the **Solicitation Response Form** (Section 7.0).

Thank you for your attention to this matter.

Respectfully,

A handwritten signature in blue ink, appearing to read 'K. Franklin', is positioned above the typed name.

Kathleen Franklin
Senior Buyer/Purchasing Agent
City of Grand Junction

City of Grand Junction Professional Engineering Services Juniata Enlarged Ditch Seepage Reduction Design RFP-5784-26-KF



February 12, 2026
AG File # 25-117

Prepared for:



Prepared by:





Water.Resource.Advisors.and.Engineers

February 12, 2026

Kathleen Franklin, Senior Buyer/Purchasing Agent
City of Grand Junction Purchasing Division
910 Main Street
Grand Junction, CO 81501

RE: Professional Engineering Services for the Juniata Enlarged Ditch Seepage Reduction Design - RFP-5784-26-KF

Applegate Group is pleased to submit this proposal to provide professional engineering design services for the Juniata Enlarged Ditch Seepage Reduction Project. Our firm has specialized exclusively in water resource engineering for over 40 years, designing and managing construction for more than \$70 million in canal improvement projects funded through the Bureau of Reclamation and other federal and state programs throughout Colorado's Western Slope.

Our involvement with the Juniata Enlarged Ditch began in 2024 when we provided technical support for the City's WaterSMART grant application, followed by preliminary engineering analysis in 2025. This work gave us valuable familiarity with the site conditions, funding landscape, and project objectives. We approach this design engagement with fresh perspective and a commitment to rigorous alternatives analysis, leveraging our existing project knowledge while ensuring objective evaluation of all viable improvement strategies.

Steven Morris, P.E., will serve as Project Manager and Lead Design Engineer. Craig Ullmann, P.E., President, will provide senior technical oversight and quality control. Both work from our Hotchkiss office, providing local accessibility throughout the project. Our subconsultant team includes WestWater Engineering and Grand River Institute, both Grand Junction firms that completed environmental and cultural resource work for the City's Kannah Creek Flowline project immediately adjacent to the Juniata Enlarged Ditch. Their direct familiarity with this corridor provides a meaningful head start on permitting and regulatory research. KLJ Engineering will provide topographic and survey services using drone-based photogrammetry compliant with federal restrictions.

Our recent project experience is directly relevant: the [REDACTED], currently in construction, required the same hybrid pipeline and shotcrete approach we anticipate for this project, and our ongoing [REDACTED] work in the Grand Junction area gives us current knowledge of local construction conditions and material pricing. We are committed to completing all design services within the 12-month timeline and delivering construction-ready documents that support efficient procurement and accurate cost planning.

We welcome the opportunity to put our experience to work for the City on this project and are prepared to begin immediately upon contract execution. I am also a duly authorized representative for Applegate Group, Inc. and am authorized to submit this proposal and execute any agreements.

Respectfully submitted,

Authorized Representative & Signatory

Craig Ullmann, P.E., President
PO Box 963, Hotchkiss, CO 81419
303-452-6611
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Project Manager Contact Information
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UNDERSTANDING OF THE PROJECT, SCOPE OF SERVICES, AND CITY OBJECTIVES

PROJECT CONTEXT AND SYSTEM OVERVIEW

The Juniata Enlarged Ditch is a critical component of the City of Grand Junction's raw water infrastructure, conveying water from the Kannah Creek drainage and related storage reservoirs to Juniata Reservoir and downstream users. The ditch serves both municipal and agricultural water users in the region and represents an integral element of the local water supply network. Like many water systems constructed in the early twentieth century, the Juniata Enlarged Ditch has served reliably for decades but now faces challenges related to aging infrastructure, operational inefficiencies, and water loss that impact system performance and sustainability.

Currently the ditch experiences significant seepage losses estimated at approximately 30% of diverted flow. For a system designed to carry up to 129 cubic feet per second based on peak diversion and water rights, these losses represent substantial reductions in delivered water and increased pressure on limited water supplies. In the context of projected future demand growth, ongoing drought conditions affecting Colorado's Western Slope, and increasing emphasis on water conservation and efficiency, addressing these seepage losses has become a priority for the City. The existing 60-inch corrugated metal pipe that forms a portion of the conveyance system continues to perform its intended function and has successfully carried the full 129 cfs flow on multiple occasions over the past 15 years. However, the unlined earthen channel sections are the primary source of seepage losses and present the greatest opportunity for efficiency improvements.

The City has secured grant funding support from multiple sources including the Bureau of Reclamation WaterSMART program, Colorado River District, and State Water Plan grants to advance engineering and design activities. This diverse funding portfolio reflects both the regional significance of the project and the technical complexity involved in modernizing aging irrigation infrastructure while maintaining operational reliability and meeting federal compliance requirements. Applegate Group's early involvement in supporting the City's WaterSMART grant application provided us with valuable insight into the project's funding landscape, regulatory context, and stakeholder objectives. We understand that successful project delivery requires not only sound engineering but also careful attention to grant compliance, environmental stewardship, and coordination with the Juniata Ditch Company and other water users who depend on the system.

PROJECT OBJECTIVES AND DESIGN INTENT

The fundamental objective of this project is to reduce seepage losses and enhance the efficiency and reliability of the Juniata Enlarged Ditch through targeted infrastructure improvements. The City's intent is to advance the project to a completed design level that supports future construction and addresses approximately 12,200 linear feet of the ditch through pipeline installation, ditch lining, or a combination of both approaches. The selected improvement strategy must balance multiple competing objectives including maximizing water conservation benefits, minimizing life-cycle costs, ensuring constructability within the constraints of the existing corridor, maintaining system operational flexibility, and delivering a design that can be constructed within available funding and meets all applicable regulatory requirements.

We recognize that the City's objective extends beyond simply replacing open channel with pipe or lining. The design must optimize the conveyance system capacity based on careful analysis of operational risks including storm events, slope stability of terrain above and below the ditch, maintain or improve operational control and flexibility, minimize ongoing maintenance requirements and costs, and position the system to reliably serve projected future demands. The design must also consider the specific constraints of the project corridor including proximity to existing development, limited construction access in certain reaches, presence of the existing 60-inch corrugated metal pipe, protection of the existing Parshall flume and headgate structures, and potential conflicts with utilities or other infrastructure.

The project must result in construction-ready documents that support efficient procurement and minimize construction phase uncertainties. This requires not only accurate and complete engineering drawings and specifications but also thorough alternatives analysis with clear documentation of design decisions, realistic cost estimating based on current market conditions and recent comparable project experience, identification of all applicable permits and regulatory requirements with supporting technical documentation, and a clear implementation plan that outlines the path from design completion through construction and commissioning. Our understanding is that the City anticipates initiating construction bidding in summer 2028 with construction beginning around November 1, 2028, though this schedule remains preliminary and dependent on final design completion and continued funding availability.

TECHNICAL CHALLENGES AND DESIGN CONSIDERATIONS

ALTERNATIVES ANALYSIS FRAMEWORK

The approximately 12,200 linear feet of improvements will likely require varying strategies along different reaches based on site-specific conditions, hydraulic requirements, and cost. Pipeline installation eliminates seepage entirely and reduces long-term maintenance but typically carries higher capital costs and more complex installation logistics, particularly where alignment changes require custom fittings. Shotcrete lining with an impermeable liner offers lower initial cost and effective seepage control but requires adequate access width for concrete truck operations and cannot be placed during freezing conditions. A hybrid approach combining both methods on a reach-by-reach basis will likely produce the most cost-effective outcome.

Our analysis will also evaluate alignment modifications, including inverted siphons, which could eliminate significant lengths of open channel conveyance and reduce overall project cost. Our specific methodology for evaluating and comparing these alternatives is described under Task 3 of the Strategy and Implementation Plan.

HYDRAULIC DESIGN AND CAPACITY DETERMINATION

The RFP establishes 129 cfs as the design flow based on peak diversion and water rights. The existing 60-inch corrugated metal pipe has successfully conveyed this flow under actual operating conditions, confirming the design target is achievable and providing a useful baseline for hydraulic analysis. Key design challenges include sizing new pipeline and channel sections with appropriate hydraulic margins, managing transitions between open channel and pressurized flow at any inverted siphons, and evaluating whether storm event hydrology requires capacity beyond the 129 cfs baseline. Our hydraulic modeling approach and analysis methodology are detailed under Task 3.

CONSTRUCTABILITY AND SITE-SPECIFIC CONSTRAINTS

The Juniata Enlarged Ditch corridor presents several site-specific constraints that will influence design decisions and construction methodology. Proximity to existing structures limits available working space in certain reaches. Construction access varies along the alignment, with some reaches readily accessible from existing roads and others requiring coordination with adjacent property owners. Utilities crossing or paralleling the corridor will require investigation, coordination with utility owners, and potentially costly protection or relocation. Subsurface conditions will influence trench excavation, pipe bedding and backfill specifications, and dewatering requirements. The existing Parshall flume and headgate structure must be protected in place given their good condition and approximately 50 feet between the headgate and flume will require careful design consideration. Construction timing will be constrained by ditch operations and downstream water delivery requirements. Our approach to addressing these constraints is described under Tasks 2 and 3 of the Strategy and Implementation Plan.

ENVIRONMENTAL AND CULTURAL RESOURCE CONSIDERATIONS

Based on information in the solicitation and addenda, no coordination with BOR has occurred regarding the NEPA planning process, no determination has been made on Categorical Exclusion versus Environmental Assessment, the City has not consulted with the U.S. Army Corps of Engineers regarding jurisdictional status, and no consultation with the State Historic Preservation Office has taken place. The regulatory pathway is largely undefined at this stage. Our approach under Tasks 2 and 4 includes early outreach to these agencies to establish anticipated review requirements and ensure design decisions account for likely regulatory outcomes.

The ditch has been previously identified as potentially eligible for inclusion on the National Register of Historic Places, a consideration that will influence cultural resource evaluation and design decisions regarding how existing ditch features are modified or preserved. Our subconsultants, WestWater Engineering (environmental) and Grand River Institute (cultural resources), both have direct experience in this corridor through recent work on the City's Kannah Creek Flowline project. Subconsultant scopes and qualifications are detailed under Task 2 of the Strategy and Implementation Plan.

DESIGN DELIVERABLES AND IMPLEMENTATION PLANNING

The final design package must be construction-ready and suitable for competitive bidding. Deliverables will include construction drawings with plan & profile and detail sheets at appropriate scales; technical specifications in CSI format; an Engineer's Opinion of Probable Construction Cost based on current market pricing and recent comparable bid results; a Basis of Design document recording design criteria, alternatives considered, and rationale for key decisions; and a Project Implementation Plan outlining the path from design completion through construction and commissioning. Deliverable content and preparation methods are described in detail under Task 3.

CAPACITY, CREDENTIALS, EXPERIENCE, AND REFERENCES

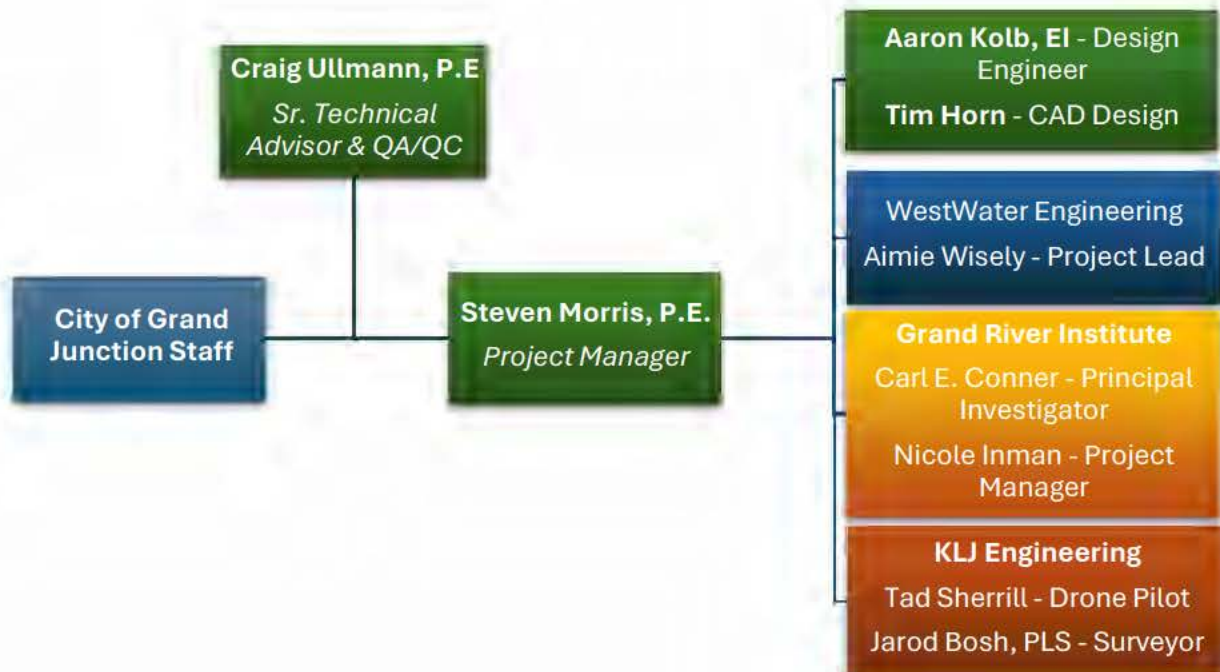
FIRM OVERVIEW AND CREDENTIALS

Applegate Group is a Colorado-based water resource engineering firm that has provided specialized services to irrigation districts, municipalities, water conservancy districts, and private water users throughout Colorado and the Western United States since 1985. For over 40 years, we have developed long-term working relationships with clients focused on water infrastructure and operations. We are a Small Business Enterprise (SBE) and employee-owned Colorado corporation with 50% of employees also being owners in the Company. This ownership facilitates a sense of our entire business focuses exclusively on water resource engineering, allowing us to develop deep expertise in finding creative, cost-effective solutions to complex water infrastructure challenges.

Over the past 25 years, Applegate Group has designed and managed construction for more than \$70 million in canal improvement projects funded through the Bureau of Reclamation Salinity Control Program and other federal and state grant programs. This extensive experience with grant-funded water infrastructure projects has given us a deep understanding of federal compliance requirements, agency coordination protocols, and the specific technical and administrative challenges associated with Bureau of Reclamation funded projects. We maintain professional engineering licenses in Colorado and hold all necessary qualifications to perform the services required for this project.

PROJECT TEAM STRUCTURE

Our project team is organized to provide efficient communication, clear lines of responsibility, and responsive service throughout the 12-month design timeline. Applegate Group will be supported by qualified subconsultants with established track records on Bureau of Reclamation projects and extensive experience in western Colorado. Applegate Group has successfully worked with these subconsultants on several recent projects that are similar in nature.



KEY PERSONNEL

Steven Morris will serve as Project Manager and primary point of contact for all technical and coordination matters, with day-to-day responsibility for design development, subconsultant coordination, and deliverable preparation. Craig Ullmann will provide senior technical review and quality control, ensuring design decisions reflect sound engineering judgment and comply with applicable standards. Aaron Kolb will support design development and technical analysis under Steven's direction. All key personnel identified in this proposal will remain assigned to the project throughout the contract period and will not be reassigned without prior written approval from the City.

Steven Morris, P.E. | Project Manager & Lead Design Engineer | Owner

Steven has focused exclusively on raw water infrastructure design and construction oversight for the past five years as a water resource engineer with Applegate Group, working from our Hotchkiss, Colorado office. He has written grants and feasibility studies for multiple pipeline projects, conducting hydraulic analysis and alternatives evaluation to arrive at cost-effective solutions for clients. Steven is proficient in pressurized pipeline design, hydraulic analysis, irrigation structure design, and cost estimation. He has successfully managed several multi-million dollar pipeline construction projects including bidding, contracting, and construction management. His background includes a B.S. in Environmental Engineering from the University of Colorado Boulder. Over the past four years, Steven has served as a board member with the Delta Conservation District. Steven recently joined the ownership team at Applegate in 2026.



Craig Ullmann, P.E. | Senior Technical Advisor & Quality Control | Owner

Craig has 25 years of water resource engineering experience at Applegate Group and currently serves as President and has been an owner since 2018. Based in our Hotchkiss, Colorado office, Craig has a B.S. in Civil Engineering and an M.S. in Hydraulic Engineering, both from Colorado State University. Craig has worked on a wide variety of raw water infrastructure projects including canal improvements, dam design, hydrologic and hydraulic analysis, pump station design, and dam rehabilitation. He has served as Project Manager and design engineer for over a dozen canal improvement projects funded by the USBR Colorado River Basin Salinity Control Program, along with dam rehabilitation projects across the state. Craig has considerable experience with canal rehabilitation including canal lining, headgate reconstruction, inverted siphon design, and modernization of flow measurement and recording structures.



Aaron Kolb, E.I. | Project Engineer

Aaron provides project engineering support with several years of design and construction inspection experience on water infrastructure projects. He assists with hydraulic analysis, design development, construction document preparation, and field coordination. Aaron's involvement ensures continuity throughout the design process and provides additional technical depth to support the project team.

SUBCONSULTANT TEAM

WESTWATER ENGINEERING

WestWater Engineering of Grand Junction will provide environmental and NEPA coordination services. WestWater brings extensive environmental resource experience in western Colorado and maintains close working relationships with the U.S. Fish and Wildlife Service, Army Corps of Engineers, and U.S. Bureau of Reclamation. WestWater Engineering has completed numerous relevant projects for the City of Grand Junction demonstrating their familiarity with local environmental conditions and regulatory requirements. Recent projects include:

- Kannah Creek Flowline project (2022) located immediately adjacent to the Juniata Enlarged Ditch where WestWater completed threatened and endangered species surveys, migratory bird surveys, and wetland delineation for Section 404 compliance, the
- [REDACTED] (2025) where WestWater completed biological resource surveys and wetland evaluation for Bureau of Reclamation submission, the
- [REDACTED] (2024) where WestWater provided environmental and habitat assessment identifying regulatory permitting requirements,
- [REDACTED] (2023-2025) where WestWater performed biological and environmental surveys for Clean Water Act and Endangered Species Act compliance.

This track record demonstrates WestWater's capability to efficiently complete environmental regulatory research and support Bureau of Reclamation compliance requirements for water infrastructure projects in Mesa County.

GRAND RIVER INSTITUTE

Grand River Institute of Grand Junction will provide cultural resources research and coordination. Grand River Institute holds Department of the Interior Bureau of Reclamation Permit for Archaeological Investigations and has successfully completed numerous Section 106 consultation processes for Bureau of Reclamation projects throughout western Colorado.

KLJ ENGINEERING

KLJ Engineering will provide topographic and boundary survey services utilizing drone-based photogrammetry technology. KLJ's survey team will conduct aerial photogrammetry capturing high-resolution imagery and terrain data, supplemented by ground GPS control points to ensure accuracy and verify results. All drone equipment used for this project will comply with federal grant restrictions on foreign-made drones. Survey fieldwork will be scheduled during leaf-off conditions with no water in the canal to maximize ground surface visibility and data accuracy. KLJ will supplement drone-collected data with conventional ground survey for structure inverts, the existing 60-inch corrugated metal pipe connections, cross sections every 500 feet, and other features requiring precise elevation data. Survey data will be delivered in AutoCAD-compatible format suitable for design development. Katie Radavich, P.E., will serve as KLJ's project manager coordinating survey activities with Applegate's design schedule.

PROJECT TEAM AVAILABILITY

Our team has current capacity to dedicate the necessary resources to complete this project within the specified 12-month timeline. Our current project workload includes ongoing construction phase support for several projects but does not include any major design projects that would compete for the same resources. Steven Morris will commit approximately 40% of his time to this project throughout the design period, with increased involvement during critical activities such as alternatives analysis, design and planset generation, and construction document finalization. Craig Ullmann will commit approximately 15% of his time focused on technical review at key milestones, quality control, and general design input based on his extensive experience with similar projects. Additional support staff including Aaron Kolb and Tim Horn will be allocated as needed to support efficient project progression and on-time delivery of all milestones. Our established relationships with qualified subconsultants for surveying, environmental services, and cultural resources ensure we can efficiently coordinate the complete project team required for successful delivery.

RELEVANT PROJECT EXPERIENCE AND REFERENCES

The following projects demonstrate Applegate Group's relevant experience delivering water conveyance improvements, canal piping and lining projects, and seepage reduction efforts comparable to the Juniata Enlarged Ditch project. Each project involved similar technical challenges including alternatives analysis, hydraulic design, grant compliance, and construction management.



ADDITIONAL RELEVANT EXPERIENCE

Beyond the five featured projects described above, Applegate Group has successfully delivered numerous additional canal improvement projects throughout western Colorado. These projects include:



This breadth of experience across different project scales, funding sources, and improvement strategies provides our team with extensive comparative data for alternatives analysis, cost estimating, and design optimization.

PROBLEM-SOLVING AND RISK MITIGATION

Our experience delivering complex water infrastructure projects has taught us that successful outcomes require proactive identification and management of risks. On the [REDACTED], we encountered unexpected subsurface conditions during construction that required design modifications to pipe embedment details. We responded by conducting on-site investigation, coordinating with the contractor to develop modified installation procedures, and working with Bureau of Reclamation to obtain approval for the design modifications. The project was completed successfully without schedule delays through this collaborative problem-solving approach.

On the [REDACTED], alternatives analysis revealed that the failing tunnel section could not be economically rehabilitated and required a complete bypass. We evaluated multiple bypass alignment options, conducted detailed cost comparisons, and coordinated with the client and funding agencies to secure approval for the modified approach. The bypass design is now installed and performing as intended. These examples demonstrate our ability to identify technical challenges early, develop sound engineering solutions, and work collaboratively with clients and agencies to implement necessary changes while maintaining schedule and budget objectives.

COST CONTROL AND SCHEDULE PERFORMANCE

Applegate Group's track record demonstrates consistent performance in delivering projects on time and within budget. The [REDACTED] was completed within the seven-month construction window with all work finished before the irrigation season began. The project budget remained within the grant allocations despite encountering some unexpected conditions during construction. Our [REDACTED] have been completed on time and under budget across all five phases, allowing the client to extend improvements beyond the originally planned scope using cost savings. This performance record reflects our commitment to realistic estimating, disciplined project management, and proactive problem-solving to avoid cost overruns and schedule delays. Of the projects referenced in this proposal, none have experienced consultant contract change orders exceeding five percent of the original contract value or schedule delays exceeding one month. Minor scope amendments have occurred on select projects to

accommodate value-engineering redesign and legal expert witness representation, but these fell within the five percent threshold and did not affect project schedules.

We recognize that the City's ability to successfully advance the Juniata Enlarged Ditch project to construction depends on accurate cost estimating during the design phase. Our extensive database of recent bid results from comparable projects in western Colorado, combined with our ongoing coordination with materials suppliers and contractors, provides us with current, reliable cost information to support realistic budget planning. We will prepare Engineer's Opinions of Probable Construction Cost that reflect actual market conditions and site-specific factors affecting construction costs, helping the City make informed decisions about project scope and funding strategies.

STRATEGY AND IMPLEMENTATION PLAN

OVERALL APPROACH AND PROJECT PHILOSOPHY

Applegate Group's approach to the Juniata Enlarged Ditch Seepage Reduction Project emphasizes rigorous technical analysis, collaborative decision-making, and disciplined project management to deliver construction-ready documents that support efficient procurement and successful construction. Our strategy balances multiple competing objectives including maximizing water conservation benefits, optimizing life-cycle cost-effectiveness, ensuring constructability within site constraints, maintaining operational flexibility for the City and water users, and meeting all grant compliance and regulatory requirements. We recognize that sound engineering must be complemented by realistic cost estimating, proactive risk identification, and clear communication with stakeholders to achieve successful project outcomes.

Our experience delivering similar projects throughout western Colorado has taught us that each canal improvement project presents unique challenges requiring site-specific solutions rather than formulaic approaches. The Juniata Enlarged Ditch corridor includes varying site conditions, access constraints, and hydraulic requirements that will necessitate different improvement strategies for different reaches. Our alternatives analysis will objectively evaluate pipeline materials, shotcrete lining, and hybrid approaches to identify the most cost-effective solution for each segment of the approximately 12,200 linear feet of improvements. This reach-by-reach optimization ensures that design decisions reflect actual site conditions and economic realities rather than predetermined preferences for particular materials or methods. Where site geometry allows, we will also evaluate alignment modifications such as inverted siphons that could reduce overall project length and yield meaningful cost savings. To ensure constructability is built into the design from the start, we will invite qualified contractors to participate in early site visits, and our team's extensive construction observation experience across comparable canal projects provides practical insight into how design details translate to field conditions, equipment access, and construction sequencing.

TASK 1: MEETINGS AND PROJECT COORDINATION

This project involves multiple coordination threads that must be actively managed throughout the design phase. City staff engagement is essential at key decision points, particularly during alternatives analysis when design direction and cost tradeoffs require informed consensus. The Juniata Ditch Company and water users must be consulted regarding operational requirements, construction timing constraints, and concerns about how system modifications will affect water delivery. Bureau of Reclamation and other funding agency coordination will be needed to support

grant administration, respond to agency questions, and facilitate design reviews. For design decisions with significant cost or operational implications, we will present options and recommendations to the City for input before finalizing direction, ensuring the final design reflects City priorities rather than unilateral engineering judgment. We will participate in meetings with ditch company representatives as requested by the City to present design concepts, gather operational input, and address questions about how improvements will affect system operations. This early stakeholder engagement helps identify potential issues when design modifications can still be incorporated efficiently. Project management protocols including kickoff meeting agenda, meeting cadence, reporting procedures, and communication channels are detailed in the Project Management and Quality Assurance section of this proposal.

TASK 2: DATA GATHERING AND SITE EVALUATION

REVIEW OF EXISTING INFORMATION

We will begin by obtaining and reviewing all available information relevant to the project including the WaterSMART grant application previously prepared with Applegate's assistance, available as-built drawings and infrastructure documentation, historical flow records and operational data, and information regarding the existing 60-inch corrugated metal pipe and Parshall flume structures. We will also obtain publicly available data including LiDAR elevation data, State Engineer diversion records, aerial imagery, and utility atlas information to support hydraulic analysis and identify potential constraints.

The City has indicated that a recent geotechnical investigation report for the adjacent Kannah Creek Flowline project by RockSol Consulting Group is available. Given the proximity of that project to the Juniata Enlarged Ditch, particularly in areas of greatest concern, we will review this geotechnical information to understand subsurface conditions, soil characteristics, and groundwater levels. During our site visits, we will walk the entire ditch alignment and conduct visual surface investigations to identify areas where soil conditions appear soft or unstable. These observations, combined with the RockSol data, will enable us to identify reaches requiring subgrade stabilization or special bedding considerations and will inform our Engineer's Opinion of Probable Construction Cost for items such as over excavation, select backfill, or soil stabilization measures.

We will review available County Assessor records and parcel data to identify property ownership along the existing ditch alignment. The City has indicated that the majority of the alignment is on City-owned property with only a few private landowners crossed by the existing ditch. We will coordinate with the City and Landowners to obtain permission to enter (PTE) forms for the private properties requiring access for survey and site investigation activities.

SITE VISITS AND FIELD EVALUATION

Multiple site visits will be conducted throughout the design process to examine existing infrastructure, assess site conditions affecting design decisions, identify constructability issues, and verify field conditions against available documentation. Initial site visits will traverse the entire project alignment to observe the existing ditch configuration, lining materials, and structural condition, identify locations where seepage appears most significant, assess construction access and working space constraints, observe the existing 60-inch corrugated metal pipe condition and connections, examine the Parshall flume and headgate area to understand protection requirements, identify utility crossings or other infrastructure conflicts, and document site conditions through field notes and photographs.

We plan to include an earthwork contractor or concrete contractor on at least one site visit to obtain their input regarding constructability issues that could impact design or cost. This contractor involvement provides valuable perspective on access challenges, material handling logistics, dewatering or excavation concerns, and practical construction considerations that inform design decisions. We may request City representatives to participate in site visits to discuss historical aspects of the ditch, operational considerations, and goals for proposed improvements. This collaborative field evaluation ensures that design development reflects both engineering analysis and practical knowledge of system operations.

TOPOGRAPHIC AND BOUNDARY SURVEY

Accurate survey data is essential for hydraulic analysis, pipeline sizing, structure design, and preparation of construction documents. We will retain KLJ Engineering as our surveying subconsultant to provide comprehensive topographic and boundary survey services. KLJ will utilize drone-based photogrammetry for topographic data collection, with all drone equipment compliant with federal grant restrictions on certain foreign-made drones. Survey fieldwork will be scheduled during leaf-off conditions with no water in the canal to maximize ground surface visibility, providing the best possible conditions for photogrammetry accuracy. Ground-truthed GPS shots throughout the corridor will verify and supplement drone-collected data, ensuring reliable elevation information for design purposes. This approach provides efficient data collection covering the approximately 12,200-foot project corridor while producing terrain data suitable for hydraulic modeling, cut-fill analysis, and earthwork quantity estimation.

The survey scope will include establishment of horizontal and vertical survey control using GPS and conventional surveying methods to provide accurate georeferencing for design and construction. Control points will be established as durable, recoverable monuments suitable for use by the construction contractor during future construction activities. KLJ will perform topographic mapping of the project corridor along a 200-foot corridor (100 feet either side of ditch centerline) using drone-based photogrammetry combined with ground-based GPS control points to ensure accuracy. The survey will include conventional ground survey of existing structures, canal cross sections every 500 feet, pipe inverts, headgates, and other key features requiring precise elevation and dimensional data. Survey deliverables will include processed terrain surface data, topographic surface files in AutoCAD-compatible format for integration with design software, and detailed structure surveys with dimensions and elevations suitable for design development. All survey data will be provided in Colorado State Plane coordinate system and NAVD88 vertical datum to ensure compatibility with other available data sources and facilitate future project coordination.

The photogrammetry survey approach, conducted under optimal leaf-off and dry-canal conditions with ground-truthed verification, will provide terrain data supporting cut-fill calculations, earthwork quantity estimates, and identification of site grading requirements. This topographic information will be valuable for evaluating alternative alignments, optimizing pipeline slopes, and identifying locations where earthwork quantities may significantly affect construction costs. Survey fieldwork will be scheduled for late March or early April 2026 immediately following contract execution to capture conditions before leaf-out and before the irrigation season begins, with data processing and deliverable preparation completed to support design development and alternatives analysis.

ENVIRONMENTAL AND CULTURAL RESOURCE PRELIMINARY ASSESSMENT

Our environmental subconsultant, WestWater Engineering of Grand Junction, will conduct environmental regulatory research to identify permits and regulatory requirements applicable to the project. WestWater's Principal Environmental Scientist Amie Wilsey will lead this effort, bringing 15 years of project management experience including extensive work with the U.S. Fish and Wildlife

Service, Army Corps of Engineers, and Bureau of Reclamation. WestWater's recent environmental work for the City of Grand Junction's Kannah Creek Flowline project, which parallels the Juniata Enlarged Ditch for several thousand feet, provides them with exceptional familiarity with local environmental conditions and regulatory context specific to this project corridor. Their scope includes desktop analysis to identify federally and state listed threatened, endangered, and sensitive plant and animal species with potential to occur or be impacted by project development, on-site evaluation of the project site to identify potential Waters of the United States requiring permitting under Section 404 of the Clean Water Act, and preparation of an environmental and wildlife habitat assessment summarizing findings, potential permitting requirements for various project components, and potential mitigation measures to be implemented during project development. WestWater will identify any environmental or biological resource concerns with potential to affect project development.

Our cultural resources subconsultant, Grand River Institute of Grand Junction, will conduct Class I cultural resource research to assess potential impacts of construction on significant archaeological and cultural heritage values. Principal Investigator Carl Conner and Project Manager Nicole Inman will lead this effort. Grand River Institute holds Department of the Interior Bureau of Reclamation Permit for Archaeological Investigations and has extensive relevant experience including the City's Kannah Creek Flowline project, [REDACTED], and [REDACTED]. Their scope includes thorough review and synthesis of existing literature concerning the project area, examination of previously recorded cultural resources through the Colorado Office of Archaeology and Historic Preservation and Bureau of Reclamation files, archival research including General Land Office patent records, county records, Colorado Department of Water Resources records, and oral histories as applicable, and assessment of the proposed work to evaluate permitting requirements including potential state and federal permit triggers and scope of federal permitting. The deliverable will be a technical memorandum summarizing findings from cultural resource file searches and identifying potential mitigation strategies. This Class I research provides the basis for future intensive Class III Cultural Resources Inventory if required prior to the construction phase and informs design decisions to avoid known sensitive areas.

These preliminary assessments support Task 4 permitting research by identifying what environmental and cultural resource documentation will likely be required during the construction phase and informing design decisions regarding alignment, staging areas, and construction methods to avoid or minimize potential impacts.

TASK 3: ENGINEERING DESIGN AND CONSTRUCTION DOCUMENTS

ALTERNATIVES ANALYSIS AND DESIGN OPTIMIZATION

A rigorous alternatives analysis forms the foundation for identifying the most cost-effective design solution for the Juniata Enlarged Ditch improvements. The approximately 12,200 linear feet of ditch will be evaluated systematically to determine the optimal improvement strategy for each reach based on site-specific conditions, hydraulic requirements, and economic factors. Our analysis will consider pipeline installation using cost-effective materials in varying diameters, shotcrete lining of varying geometries, hybrid approaches combining pipeline for some reaches with shotcrete lining for others, and alignment modifications where feasible to reduce total improvement length or avoid significant constraints. We anticipate evaluating two alternative alignments on the north side of Kannah Creek Road. One alternative would include an inverted siphon located on City owned property and the other

would evaluate an inverted siphon along Kannah Creek Road that would cross two private properties in addition to City owned property.

The alternatives analysis will evaluate each option based on multiple criteria. Technical feasibility will consider hydraulic capacity, structural adequacy, and constructability. Economic analysis will compare capital costs using current market pricing alongside long-term operational and maintenance costs and expected service life. Constructability evaluation will address site-specific factors including access constraints, utility conflicts, and construction duration. We will also assess operational flexibility to accommodate future demands or system modifications. Throughout this analysis, we will coordinate with material suppliers and contractors to obtain current budgetary pricing and validate cost assumptions.

The alternatives analysis will produce a technical memorandum documenting options considered, quantitative comparison of alternatives based on the evaluation criteria, clear recommendations regarding the preferred approach, and documentation of the rationale for key design decisions. This memorandum becomes part of the Basis of Design documentation supporting the final design and provides a clear record of the decision-making process for City review and funding agency coordination.

If alternatives analysis or constructability evaluation identifies potential pipeline or ditch realignments that would cross additional private properties or require new easements, we will notify the City and provide recommendations on the scope of right-of-way services that may be needed. Any boundary survey, title research, legal descriptions, easement exhibits, or easement acquisition services required for realignments would be provided under a separate change order authorization following City approval of the recommended alignment modifications.

HYDRAULIC ANALYSIS AND SYSTEM MODELING

Comprehensive hydraulic analysis will determine appropriate pipeline sizing, pressure requirements, and appurtenance locations to ensure the improved system can reliably convey required flows under all anticipated operating conditions. Our analysis would begin with establishing design criteria including the baseline 129 cubic feet per second flow based on peak diversion and water rights, evaluation of storm event hydrology to determine if higher flows must be accommodated, consideration of future demand projections if applicable, and determination of required delivery pressures or flow velocities at critical points in the system.

We will develop detailed hydraulic models using HEC-RAS software to analyze both open channel sections and pressurized inverted siphons. The model will incorporate accurate elevation profiles along the alignment based on survey data, channel or pipe geometries with appropriate Manning's roughness coefficients, minor losses at structures and transitions, and flow requirements at crossing lateral locations. For open channel reaches, the analysis will verify adequate freeboard and appropriate flow velocities to prevent erosion or sediment deposition. For inverted siphon sections, the model will assess pressure conditions, identify locations requiring air release valves to prevent air binding, and determine requirements for inlet and outlet structures to ensure smooth transitions between open channel and pressurized flow.

PIPELINE AND LINING DESIGN

For reaches where pipeline is selected, detailed design will specify appropriate pipe materials, diameter, and pressure class based on hydraulic requirements, pressure conditions, and anticipated

external loading. Design documents will identify pipe joint types and connections appropriate for installation conditions and pressure requirements, along with bedding and backfill specifications based on soil conditions identified through site observation and review of available geotechnical data. The design will define horizontal and vertical alignment including location of bends, fittings, and appurtenances, specify thrust blocking or restraint requirements at bends and fittings, and address corrosion protection measures if warranted by soil conditions. Pipeline appurtenances will be designed including air release valves at high points sized for anticipated air volumes and drain valves for low points of inverted siphons.

For reaches where shotcrete lining is selected, design drawings will define typical channel cross-section geometry including shotcrete thickness, lining height, and freeboard requirements. Details will address impermeable liner placement and pinning to the channel subgrade, and any modifications to existing channel geometry needed to achieve required hydraulic capacity. Drainage provisions beneath the liner will be included where groundwater conditions warrant. Technical specifications will address shotcrete mix design, fiber reinforcement, surface preparation, and placement procedures.

All pipeline and lining design will be prepared to meet or exceed NRCS standards for buried pipelines and Bureau of Reclamation standards for canal lining. Design drawings will provide clear dimensions, elevations, and details sufficient for contractor bidding and construction.

STRUCTURE DESIGN

The design will include all structures necessary to tie system components together and maintain operational functionality. Structure types may include intake structures or modifications to accommodate pipeline connections at the headworks, pipeline to open channel transitions, air release valves, siphon drains, and drainage structures to manage groundwater interaction with the improved conveyance system if needed.

All structures will be designed for ease of construction, access for operation and maintenance, and durability in the local climate and soil conditions. Structure design will utilize standard details where appropriate while providing site-specific customization where conditions warrant. Structures will be designed to withstand anticipated loads including soil pressures, traffic loads where applicable, and internal pressures or forces.

CONSTRUCTION DOCUMENTS

Final construction documents will include a complete set of engineered drawings showing pipeline and lining alignments, profiles, and plan views at appropriate scales for construction, detailed structure drawings with dimensions and specifications, erosion and sediment control details, and revegetation plans with seed mix specifications and planting schedules. Technical specifications will cover all project components including pipeline materials and installation requirements, shotcrete lining application procedures, structure construction standards, and quality control testing requirements. The deliverables will also include an Engineer's Opinion of Probable Construction Cost with detailed quantity takeoffs and unit pricing, a comprehensive Basis of Design document explaining design criteria and decisions, and a Project Implementation Plan outlining the proposed construction schedule and key milestones from design completion through project startup.

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

We will prepare a detailed Engineer's Opinion of Probable Construction Cost to support the City's funding planning and construction procurement. The estimate will be based on current market pricing obtained from recent bid results for comparable western Colorado projects, coordination with material suppliers and contractors regarding current costs and site-specific factors, and our historical project cost database adjusted for current conditions. The estimate will be organized by major work items including mobilization, earthwork, pipeline materials and installation, shotcrete lining, structures and appurtenances, site restoration and revegetation, and appropriate contingencies. We will identify major cost drivers and provide context regarding factors affecting pricing such as material market volatility, site-specific constraints like access or dewatering requirements, and seasonal considerations to help the City make informed decisions about project scope or phasing if budget adjustments are required.

BASIS OF DESIGN DOCUMENT

A comprehensive Basis of Design document will provide clear documentation of the design process and rationale including project goals, relevant site and hydraulic data, design criteria for key elements such as flows and pipe sizing, alternatives considered with supporting technical and economic rationale, and applicable codes and standards. The document will also identify any assumptions or limitations affecting the design. This document serves multiple purposes including supporting City staff and funding agency understanding of the technical approach, facilitating design reviews, and creating a reference for future system modifications. The Basis of Design complements the construction drawings and specifications by providing context and rationale rather than detailed requirements.

TASK 4: PERMITTING AND REGULATORY RESEARCH

Comprehensive identification of permits and regulatory requirements early in the design process helps avoid schedule delays and ensures that design decisions account for regulatory constraints. Our permitting research will identify all federal, state, and local permits or approvals required for project construction including Clean Water Act Section 404 permits if jurisdictional waters or wetlands are affected, Colorado discharge permit system requirements if applicable, local building or construction permits from Mesa County or relevant municipalities, utility crossing permits or agreements if the project crosses or affects utility corridors, and any other applicable regulatory approvals.

The research will also identify environmental compliance processes required due to federal funding including anticipated NEPA review level and documentation requirements, Endangered Species Act consultation requirements if listed species or critical habitat may be affected, Section 106 cultural resource consultation requirements and anticipated review process, and any other federal environmental compliance obligations. For each identified permit or regulatory requirement, we will document the responsible agency and likely review timeline, required application materials and supporting technical documentation, anticipated permit conditions or mitigation requirements that should be incorporated into design, and potential schedule impacts or critical path activities related to permit acquisition.

The permitting research will also address construction grant eligibility requirements by identifying any specific compliance requirements associated with Bureau of Reclamation funding, Colorado Water Plan grant requirements, Colorado River District funding conditions, and other applicable funding source requirements. This comprehensive regulatory research provides the City with clear understanding of the path forward from design completion through permitting to construction authorization. While the City will be responsible for submitting permit applications, our design documents will include all technical information needed to support applications, and our team will be available to answer agency questions or provide clarifications during permit review processes.

RISK MANAGEMENT AND QUALITY CONTROL

Successful project delivery requires proactive identification and management of potential risks. Key risk areas for this project include unforeseen subsurface conditions or utility conflicts, material cost volatility, or supply chain disruptions, environmental or cultural resource findings requiring design modifications, coordination challenges with the Juniata Ditch Company regarding construction timing and extended regulatory review timelines.

Our risk management approach emphasizes early identification through comprehensive field investigation and data gathering, continuous communication with City staff regarding design decisions and cost implications, proactive agency coordination to understand requirements and review timelines, and regular monitoring of material pricing and availability. We will maintain a risk register documenting identified risks, potential impacts, and mitigation strategies, updating the City on significant risks for collaborative management.

Our quality control procedures, including independent senior technical review by Craig Ullmann and constructability reviews at key design milestones, are detailed in the Project Management and Quality Assurance section of this proposal.

PROJECT SCHEDULE AND MILESTONES

Applegate Group commits to completing the design services within the 12-month timeline outlined in the RFP. Our proposed schedule allocates time appropriately across project tasks to ensure thorough analysis, quality design development, and adequate review periods while maintaining schedule momentum toward timely completion.

PROPOSED PROJECT SHEDULE

	Duration (wks)	2026												2027														
		March		April		May		June		July		August		Sept.	October	November	Dec.	January	February									
		3/9	3/23	4/6	4/20	5/4	5/18	6/1	6/15	6/29	7/13	7/27	8/10	8/24	9/7	9/21	10/5	10/19	11/2	11/16	11/30	12/14	12/28	1/11	1/25	2/8	2/22	
Task 1 - Meetings and Project Coordination																												
Contract Execution	2																											
Project Kickoff																												
Task 2 - Data Gathering and Site Evaluation																												
Existing Data Review	4																											
Site Visits	8																											
Survey	6																											
Task 3 - Data Gathering and Site Evaluation																												
Alternatives Evaluation	6																											
Recommendations Memo	2																											
Basis of Design Document	4																											
City Review Meeting																												
Advance Design Documents to 30%	8																											
City Review Meeting																												
Advance Design Documents to 60%	8																											
City Review Meeting																												
Advance Design Documents to 90%	8																											
City Review Meeting																												
Advance Design Documents to 100%	3																											
Task 4 - Permitting and Regulatory Research																												
Environmental/Cultural Prelim Asses.	4																											
Identify Required Permits	2																											
Prepare Supporting Documentation	10																											

PROJECT MANAGEMENT AND QUALITY ASSURANCE

PROJECT MANAGEMENT STRUCTURE AND APPROACH

Steven Morris will serve as Project Manager with overall responsibility for project delivery including day-to-day coordination with City staff and subconsultants, technical design development, budget and schedule management, and preparation of all deliverables. Craig Ullmann will provide senior technical oversight and quality control review to ensure design decisions reflect sound engineering judgment, hydraulic analysis is thorough, alternatives analysis objectively supports recommendations, cost estimates are realistic, and all deliverables meet Bureau of Reclamation standards.

COMMUNICATION AND COORDINATION PROTOCOLS

We will conduct a project kickoff meeting at the City's Grand Junction office following contract execution. The kickoff will include key City staff, representatives from the Juniata Ditch Company, and Applegate's project team. The meeting will establish project protocols including design flow criteria and capacity requirements, known site constraints and operational considerations, communication schedules and meeting frequency, submittal procedures and review timelines, quality control checkpoints, budget tracking methods, deliverable formats, and review procedures, and subconsultant coordination procedures. These protocols will be documented and reviewed with the City to ensure alignment on project execution approach.

Monthly progress meetings will be held throughout the design phase, either in person at the City's Grand Junction office or virtually as preferred by the City, with increased frequency during critical activities such as alternatives analysis review or preparation for major design submittals. Meeting agendas will be coordinated with the City in advance. Monthly progress reports will document completed activities, schedule and budget status, upcoming work, and issues requiring City attention. Meeting summaries will capture key decisions and action items as needed.

Between formal meetings, Steven Morris will maintain regular communication with City staff through phone calls and emails to provide status updates, coordinate field activities, and address questions or emerging technical issues. Our Hotchkiss office location provides accessibility for in-person meetings and site visits without extensive travel requirements.

SUBCONSULTANT COORDINATION AND MANAGEMENT

Applegate Group will coordinate survey (KLJ Engineering), environmental (WestWater Engineering), and cultural resource (Grand River Institute) subconsultants throughout the project. Steven Morris will serve as the primary point of contact for all subconsultants, ensuring work is coordinated with the design schedule and deliverables meet project requirements. All communication with the City will be coordinated through Applegate to maintain clear lines of responsibility. We will conduct coordination meetings with subconsultants at key project milestones to confirm deliverable schedules and content requirements, address coordination issues, and ensure subconsultant work aligns with design development and City expectations. All subconsultant deliverables will be reviewed by Applegate Group before transmittal to the City to verify completeness, accuracy, and consistency with project requirements.

SCHEDULE MANAGEMENT AND MILESTONE TRACKING

We will track project progress against the schedule milestones presented in this proposal to ensure completion within the 12-month timeline. Steven Morris will monitor progress, coordinate upcoming activities with subconsultants, and proactively communicate with the City regarding any potential schedule impacts. Schedule status and upcoming milestones will be reviewed during monthly City meetings to ensure alignment and address any concerns. If delays are identified, we will reallocate resources or adjust work plans to maintain critical milestones.

We recognize that certain activities directly affect overall project completion including timely survey work to support design development, completion of alternatives analysis to establish project direction, and City review at key milestones. These critical path activities will receive priority attention to ensure they do not delay project completion.

BUDGET MANAGEMENT, COST CONTROL, AND CHANGE MANAGEMENT

We will track labor hours and costs by task throughout the project to monitor expenditures against budget, identify tasks trending over budget when corrective action can be taken, and provide the City with clear visibility into budget status through monthly invoicing and progress reports. Steven Morris will monitor budget status and communicate promptly with the City if any concerns are identified.

Our cost control approach includes realistic initial budgeting based on our experience with similar projects, efficient execution through clear task assignments and effective quality control, and proactive communication with the City regarding any activities that may approach budgeted hours. We will not perform work outside the agreed scope or exceed the not-to-exceed amount without prior written authorization from the City.

We recognize that the not-to-exceed amount is based on successfully delivering the required scope and deliverables. If our initial effort estimates prove insufficient, we are responsible for completing the work as agreed. This aligns our interests with the City's objectives and ensures project success within the established budget.

If unforeseen circumstances require changes to project scope or schedule, we will notify the City promptly with a clear explanation and impact analysis before proceeding. No additional work or budget modification will proceed without a duly executed change order approved by the City. We will maintain an issues log to track resolution of project concerns throughout the design phase.

QUALITY CONTROL AND TECHNICAL REVIEW

Comprehensive quality control procedures ensure that all deliverables meet professional standards, comply with applicable requirements, and support the City's objectives for construction-ready design documents. Our quality control process includes multiple review levels to catch and correct errors or omissions before documents are submitted to the City. Technical calculations and analyses will be checked by a senior engineer other than the individual who performed the work to verify assumptions are appropriate and clearly documented, calculations are mathematically correct and based on sound methodology, results are reasonable and consistent with engineering judgment, and analysis adequately supports design decisions and recommendations.

Design drawings will be reviewed to confirm dimensions, elevations, and locations are accurate and coordinated across sheets, details are constructible and provide adequate information for contractor bidding, notes and specifications are clear and enforceable, drawings comply with applicable standards and City requirements, and all sheets are complete with no missing information or placeholder notes. Specifications will be reviewed to ensure requirements are clear, complete, and enforceable, specifications are coordinated with drawings with no conflicts or inconsistencies, applicable standards and testing requirements are properly referenced, and submittal, quality control, and acceptance criteria are clearly defined.

Cost estimates will be reviewed to verify quantities that are accurately calculated from design documents, unit prices reflect current market conditions and are supported by recent bid results or supplier quotes. The estimate includes all items of work shown on drawings and specifications, appropriate markups and contingencies are included, and the estimate provides realistic basis for City funding planning and construction budgeting. All deliverables will undergo final quality control review by Craig Ullmann before submittal to the City, providing independent senior-level verification that deliverables are complete, accurate, and ready for City review.

We will also conduct constructability reviews at key design milestones, evaluating whether design details can be practically constructed with available methods and equipment, access and staging requirements are feasible given site constraints, construction sequencing is logical and supports efficient contractor operations, and potential construction challenges have been identified and addressed through design. These constructability reviews draw on our extensive construction management experience including Applegate staff's direct involvement in construction oversight for multiple comparable projects and input from contractors we consult regarding site conditions and installation considerations. All project documents will be maintained under version control with revision tracking, and deliverables will be provided in PDF for review, native CAD format for drawings, and Microsoft Word for specifications. Transmittal documentation will identify items requiring City review or decision and specify requested review timelines.

PRICE PROPOSAL

FEE STRUCTURE AND COMPENSATION

Applegate Group proposes to provide professional engineering design services for the Juniata Enlarged Ditch Seepage Reduction Project on a time and materials basis with a not-to-exceed amount of **One hundred ninety-nine thousand six hundred twenty dollars (\$199,620.00)**. This not-to-exceed amount is comprehensive and includes all professional labor, project management, subconsultant services, and expenses necessary to complete the scope of services outlined in Section 4.2 of the RFP. Services will be billed monthly based on actual hours worked at the rates specified below, with all costs tracked by task to ensure transparency and effective budget management.

The proposed compensation reflects realistic effort estimates based on our experience delivering comparable projects including the [REDACTED] (design complete, 4+ miles, similar technical complexity) and [REDACTED] (currently entering construction, 6+ miles, similar Bureau of Reclamation compliance requirements). These projects provide reliable basis for estimating effort required for the Juniata Enlarged Ditch improvements.

RATE SCHEDULE

Professional services will be billed at the following hourly rates for Applegate Group personnel assigned to this project. These rates are fully burdened and include all overhead, profit, and direct labor costs. Rates are firm for the 12 month duration of the contract and will not be subject to escalation.

Team Member	Role	Hourly Rate
Craig Ullmann, P.E.	Senior Technical Advisor / Quality Control	\$205
Steven Morris, P.E.	Project Manager / Lead Design Engineer	\$130
Aaron Kolb, E.I.	Project Engineer	\$115
Tim Horn	CAD Technician / Drafter	\$95

TASK-BASED FEE SUMMARY

The following table provides a detailed breakdown of estimated level of effort, hours by personnel, and costs for each task identified in the RFP Scope of Services. This breakdown demonstrates how resources will be allocated across project tasks and provides the City with clear understanding of effort distribution and cost composition.

Task	Craig Ullmann	Steven Morris	Aaron Kolb	Tim Horn	Applegate Labor	Sub Costs	Task Total
Task 1 Meetings & Coord.	40	60			\$16,000		\$16,000
Task 2 Data Gathering & Site Evaluation	16	52	6		\$10,730	\$9,900	\$20,630
Task 3 - 30% Design	60	140	60	40	\$41,200		\$41,200
Task 3 - 60% Design	50	140	60	40	\$39,150		\$39,150
Task 3 - 90% Design	50	140	60	40	\$39,150		\$39,150
Task 3 - 100% Design	32	84	40	30	\$24,930		\$24,930
Task 4 Permitting and Regulatory Research	12	40			\$7,660	\$9,900	\$17,560
SUBTOTAL	260	656	226	150	\$179,160	\$19,800	\$198,620
					Project Expenses, Mileage		\$1,000
					TOTAL NOT-TO-EXCEED AMOUNT		\$199,620

SUBCONSULTANT SERVICES

The following subconsultant services are included in the not-to-exceed amount and will be billed as pass-through costs at the subconsultants' actual invoiced amounts plus a 10% management and coordination fee. This fee covers Applegate Group's oversight, quality control, and integration of subconsultant deliverables into the project. Applegate Group has obtained firm cost estimates from all subconsultants and will manage their work to ensure services are delivered within the budgeted amounts.

Subconsultant	Scope of Services	Total Cost
KLJ Engineering Grand Junction, CO	Topographic and boundary survey using drone-based photogrammetry, ground GPS control points, conventional survey of structures and pipe inverts, delivery of survey data in AutoCAD format and processed point cloud data	\$9,900
WestWater Engineering Grand Junction, CO	Environmental regulatory research including desktop analysis, on-site evaluation, identification of threatened and endangered species, Waters of the U.S. assessment, and environmental/wildlife habitat assessment report	\$5,500
Grand River Institute Grand Junction, CO	Cultural resources Class I research including literature review, file searches through Colorado OAHP and Bureau of Reclamation, archival research, and technical memorandum documenting findings and mitigation strategies	\$4,400
Total Subconsultant Services		\$19,800

COMPENSATION STRUCTURE AND INVOICING

Services will be performed on a time and materials basis with compensation not to exceed \$199,620 without prior written authorization from the City. Monthly invoices will be submitted based on actual hours worked and subconsultant costs incurred during the billing period. Each invoice will include an itemized description of services performed by task, labor hours by personnel and associated hourly rates, subconsultant costs with copies of subconsultant invoices attached, project expenses if applicable, cumulative costs to date and percentage of not-to-exceed amount expended, and remaining budget by task.

This invoicing structure provides the City with complete transparency regarding project costs and progress, facilitating effective budget management. Applegate Group will notify the City immediately if scope and associated price adjustments are necessary due to previously unforeseen circumstances.

EXPENSES AND ADDITIONAL COSTS

All reasonable and necessary project expenses are included in the not-to-exceed amount. These expenses include mileage for site visits and meetings calculated at the current IRS standard mileage rate, printing, and reproduction of construction documents for City review and bidding, communications costs, and incidental expenses directly attributable to the project. No expenses will be billed separately beyond those included in the not-to-exceed amount.

PAYMENT TERMS

Payment terms will be Net 30 days from invoice date. Invoices will be submitted monthly and will reference the contract number and project name. Payment will be made to Applegate Group, Inc. at the address provided in the contract documents. We understand that payment is subject to City approval and available funding, and that the City may withhold payment for services that do not conform to contract requirements until such services are corrected or completed satisfactorily.

BASIS FOR PRICING

The proposed not-to-exceed amount reflects realistic effort estimates based on our actual hours expended on comparable projects including the [REDACTED] (design complete, 4+ miles, higher technical complexity) and [REDACTED] (currently entering construction, 6+ miles, higher technical complexity). These projects provide reliable basis for estimating effort required for the Juniata Enlarged Ditch improvements.

Our pricing provides excellent value to the City while ensuring adequate resources to deliver high-quality, construction-ready design documents. The estimated 1,288 hours of Applegate Group labor, combined with comprehensive subconsultant services totaling \$19,800, positions the project for successful completion within budget while maintaining the technical rigor and attention to detail required for Bureau of Reclamation grant-funded projects. Our competitive pricing reflects both our efficiency gained through experience with similar projects and our commitment to supporting the City's water infrastructure improvement objectives.



LEGAL DISCLOSURES

LEGAL PROCEEDINGS

Applegate Group, Inc. certifies that there are no pending or threatened legal proceedings, claims, or investigations involving the firm that would materially affect our ability to perform the services described in this proposal. The firm is not currently subject to any sanctions, debarment, or suspension from federal, state, or local government contracts. We have not been party to any contract terminations or defaults within the past five years that would affect our qualifications to perform this work.

CONFLICTS OF INTEREST

Applegate Group, Inc. confirms that no conflicts of interest exist that would prevent us from providing professional engineering services to the City of Grand Junction for the Juniata Enlarged Ditch Seepage Reduction Project. While Applegate Group previously provided limited technical assistance to the City in preparing the Bureau of Reclamation WaterSMART grant application for this project in 2024, this prior involvement does not create a conflict of interest. Our role was limited to technical writing support and did not include design decisions or alternatives analysis. We approach this design project with fresh perspective and will conduct objective alternatives analysis to determine the most cost-effective and technically sound solution for the City.

No member of Applegate Group's project team has any financial interest in suppliers, contractors, or other parties that might benefit from recommendations made during the course of this project. We maintain independence in all professional judgments and recommendations.

PROFESSIONAL LICENSING

Applegate Group, Inc. confirms that all professional engineering services will be performed by or under the direct supervision of Professional Engineers licensed in the State of Colorado:

- Craig Ullmann, P.E. - Colorado Professional Engineer License No. 38551
- Steven Morris, P.E. - Colorado Professional Engineer License No. 66885

All engineering drawings, calculations, specifications, and reports will be stamped and signed by appropriately licensed Professional Engineers as required by Colorado law and the Colorado Board of Licensure for Architects, Professional Engineers, and Professional Land Surveyors.

INSURANCE AND BONDING

Applegate Group, Inc. maintains appropriate professional liability insurance, general liability insurance, workers' compensation insurance, and automobile insurance as required by law and standard industry practice. We will provide certificates of insurance demonstrating required coverage levels upon contract award and prior to commencing work. We are prepared to name the City of Grand Junction as an additional insured on our general liability policy as required by the contract.

EXCEPTIONS TO RFP TERMS

Applegate Group, Inc. takes no exceptions to the terms and conditions set forth in RFP-5784-26-KF or its associated documents. We understand and agree to comply with all requirements specified in the solicitation including but not limited to:

- The City of Grand Junction's standard professional services agreement terms and conditions
- Insurance requirements as specified in the contract documents
- Invoicing and payment terms
- Intellectual property provisions
- Dispute resolution procedures
- Termination provisions
- All applicable federal, state, and local laws and regulations

CERTIFICATION

I certify that the information provided in this proposal is true, accurate, and complete to the best of my knowledge. I am authorized to bind Applegate Group, Inc. to the commitments, representations, and obligations contained in this proposal.



Craig Ullmann, P.E.

President

Applegate Group, Inc.

Date: February 12, 2026

SECTION 7.0: SOLICITATION RESPONSE FORM

RFP-5784-26-KF

"PROFESSIONAL ENGINEERING SERVICES FOR THE JUNIATA ENLARGED DITCH SEEPAGE REDUCTION DESIGN"

Total Cost for Services as Described, Not-to-Exceed: \$ 199,620.00

Total Not-to-Exceed Cost Written: One hundred ninety-nine thousand six hundred twenty dollars

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

The undersigned has thoroughly examined the entire Solicitation and submitted the proposal, along with the attached schedule of fees and services.

This Proposal is firm and irrevocable for ninety (90) days after the time and date set for receipt of proposals.

The undersigned Proposer hereby acknowledges and agrees to the terms and conditions outlined in this solicitation. By submitting this Proposal, the Proposer certifies that it is fully prepared, willing, and able to perform the Services and deliver the Work Product as described herein, should the City accept and award the Contract.

The undersigned Proposer acknowledges the City's sole discretion to reject any Proposal, waive informalities or irregularities, and take any action deemed in the City's best interest.

By submitting this Proposal, the Proposer certifies—and, in the case of a joint Proposal, each participating party certifies independently—that the Proposal has been developed and submitted without collusion, consultation, communication, or agreement with any other Proposer or competitor regarding any aspect of the Proposal, including pricing, terms, or strategy.

By submitting this Proposal, the Proposer certifies that:

- The prices in the Proposal have not been knowingly disclosed to any other Proposer and will not be disclosed before the award.
- No attempt has been made, nor will be made, to induce any other person or entity to submit or refrain from submitting a Proposal in a manner that restricts competition.
- The individual signing the Proposal is a duly authorized agent of the Proposer and has the legal authority to bind the Proposer to all representations, supporting documentation, and fees/prices provided in the Proposal.
- Direct purchases by the City of Grand Junction are tax-exempt from Colorado Sales or Use Tax. The City's tax-exempt identification number is 98-903544. The undersigned certifies that no Federal, State, County, or Municipal tax will be added to the above-quoted prices.
- The City of Grand Junction payment terms shall be Net 30 days.
- A prompt payment discount of N/A percent of the net dollar will be offered to the City if the invoice is paid within N/A days after the receipt of the invoice.

RECEIPT OF ADDENDA

The undersigned Proposer acknowledges receipt of all Addenda issued for this Solicitation, including modifications to the Solicitation or Contract Documents.

- Total number of Addenda received: 2
 - Addendum No. 1, dated January 22, 2026
 - Addendum No. 2, dated February 2, 2026

The Proposer is solely responsible for ensuring that all Addenda have been received, reviewed, and acknowledged as part of the Proposal submission.

AUTHORITY OF SIGNATORY

By signing the Solicitation Response Form, the Proposer certifies that the individual executing the Proposal is duly authorized to bind the Proposer to the terms and conditions of this Solicitation.

The City reserves the right to require written evidence of such authority, including a letter signed by the entity's owner or a statement of authority, prior to Contract execution.

PROPOSER INFORMATION AND AUTHORIZATION

Entity Name:	Applegate Group, Inc.
Authorized Agent Name & Title:	Craig Ullmann, P.E., President
Authorized Agent Signature:	
Telephone Number:	(970) 945-9686
Email Address of Agent:	craigullmann@applegategroup.com
Business Address:	1490 W. 121 st Ave. Suite 100
City, State, ZIP Code:	Denver, CO 80234
Date:	February 12, 2026

SUBCONTRACTOR DISCLOSURE

The undersigned Proposer intends to subcontract the following portion/s of Services and/or Work Product, as applicable. Identify each proposed subcontractor and describe the specific Services or Work Product to be performed or prepared by each.

Name, address, city, and state of Subcontractor	Description of Service(s) to be performed	Est. Value & % of Service(s)
KLJ Engineering 1601 Riverfront Drive, Suite 204 Grand Junction, CO 81501	Topographic and boundary survey using drone-based photogrammetry, ground GPS control points, conventional survey of structures and pipe inverts, delivery of survey data in AutoCAD format and processed point cloud data	\$9,900 4.7%
WestWater Engineering 2516 Foresight Circle, #1 Grand Junction, CO 81505 <i>(Grand Junction office)</i>	Environmental regulatory research including desktop analysis, on-site evaluation, identification of threatened and endangered species, Waters of the U.S. assessment, and environmental/wildlife habitat assessment report	\$5,500 2.6%
Grand River Institute P.O. Box 3543 Grand Junction, CO 81502	Cultural resources Class I research including literature review, file searches through Colorado OAHP and Bureau of Reclamation, archival research, and technical memorandum documenting findings and mitigation strategies	\$4,400 2.1%

The Proposer certifies that all listed subcontractors are qualified to perform the specified services and will comply with all applicable contract requirements.