



NOTICE TO PROCEED

Date: April 10, 2026

Consultant: Advanced Engineering and Environmental Services, LLC

Project: Engineering Services for the Grand Valley Byproducts Lift Station (RFP-5850-26-KF)

In accordance with the Contract dated April 10, 2026, the Consultant is hereby authorized to commence work on the Project on or before **April 13, 2026**.

The Contract Time for completion of the Services shall be in accordance with the approved project schedule, with a current anticipated final completion date of **September 18, 2026**, unless modified by the City through a written amendment or Change Order.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:
Kathleen Franklin

Kathleen Franklin
Senior Buyer/Purchasing Agent

CONSULTANT ACKNOWLEDGEMENT

Receipt of this Notice to Proceed is hereby acknowledged:

Consultant: Advanced Engineering and Environmental Services, LLC

By: *Brian Gaddie*

Print Name: Brian Gaddie

Title: Operations Manager

Date: 4/10/2026



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

The CONTRACT is made and entered into this 10th day of April 2026, by and between the City of Grand Junction, a Colorado Home Rule municipality in the County of Mesa, State of Colorado ("City") and Advanced Engineering and Environmental Services, LLC (the "Consultant").

WITNESSETH:

WHEREAS the City issued RFP-5850-26-KF for Engineering Services for the Grand Valley Byproducts Lift Station (the "Project" or "Services"); and

WHEREAS, the Services include Phase 1 engineering services consisting of design flow evaluation, alternative site evaluation, conceptual site planning, opinions of probable cost, and support for property acquisition, with Phase 2 engineering services to be negotiated, if authorized by the City.

WHEREAS, the City has awarded the Contract to the Consultant, and the Consultant represents that it is fully qualified, ready, willing, and able to provide the Services in accordance with 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. Negotiated General Contract Terms and Conditions; Negotiated Scope of Services (Phase 1); and Fee Proposal
c. Solicitation Documents, including all Addenda for Engineering Services for the Grand Valley Byproducts Lift Station (RFP-5850-26-KF)

- d. Consultant's Proposal
- e. Service Change Requests (directing changed service(s) to be performed)
- f. Field Orders
- g. Change Orders
- h. Amendments

ARTICLE 2

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

ARTICLE 3

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

The Services under this Contract are limited to **Phase 1 Engineering Services**, which include, at a minimum:

- Design flow evaluation and analysis
- Alternative site evaluation and conceptual site planning
- Opinions of probable cost for each site
- Surveying coordination and deliverables required for site evaluation and acquisition
- Support for property acquisition efforts
- Coordination with City staff and review milestones

Phase 2 Engineering Services, including final design, permitting, and bidding support, **are not included in this Contract** and may be authorized, at the City's sole discretion, through a written Change Order or separate contract following completion of Phase 1.

ARTICLE 4

Contract Time: Time is of the essence. The Consultant shall commence performance upon full execution of the Contract.

The Consultant shall complete the Phase 1 Engineering Services within one hundred ten (110) working days after Contract execution, unless otherwise modified by a written amendment or Change Order executed by the City.

The Consultant shall diligently prosecute the Services in accordance with the project schedule and milestone requirements set forth in the Contract Documents.

ARTICLE 5

Contract Price and Payment Procedures: The Consultant shall accept as full and complete compensation for the performance and completion of all the Phase 1 Services specified in

the Contract Documents, the amount **not to exceed One Hundred Two Thousand Six Hundred Fourteen Dollars (\$102,614.00)** (the "Contract Price").

The Consultant shall be solely responsible for managing its work to complete the Services within the Contract Price. No additional compensation shall be paid unless authorized by a written Change Order executed by the City.

The Consultant acknowledges that the Contract Price is based on the complete and satisfactory performance of the Services and delivery of all required deliverables, and not on estimated labor hours. Any underestimation of effort shall not constitute grounds for additional compensation.

Funds for the Contract Price have been appropriated by the Grand Junction City Council for the use and benefit of this Project. The City shall not be obligated to pay amounts exceeding the appropriated funds unless additional appropriations are made and confirmed in writing.

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.



Negotiated General Contract Terms and Conditions

The following refinements to the General Contract Terms and Conditions have been agreed upon by the City and the Consultant and are incorporated into the Contract:

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

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

- 2.26. Services, Work Product and City Ownership:** All documents, drawings, plans, specifications, reports, studies, concepts, designs, calculations, models, data, and other deliverables prepared or developed by the Consultant in connection with the Services under this Contract (collectively, the “Work Product”) shall become the property of the City upon creation.

The City shall have the unrestricted right to use, reproduce, modify, and distribute the Work Product for City purposes without limitation. The City acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Consultant, or for use or reuse by the City or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Consultant, any such use or reuse, or any modification of the Work Product, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at the City’s sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, agents, employees, and subconsultants. The Consultant shall retain no ownership interest in the Work Product, except for any pre-existing proprietary materials identified in advance and approved by the City in writing.

All information, data, and materials provided by the City to the Consultant shall remain the exclusive property of the City and shall be used solely for purposes of performing the Services. Such materials shall not be disclosed or used for any other purpose without the City’s prior written consent, except as required by law.

- 2.36. No Third-Party Beneficiaries:** Nothing in this Contract will be construed to create, impose, or give rise to any duty owed by City or Consultant to any contractor, other

third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Contract will be for the sole and exclusive benefit of City and Consultant and not for the benefit of any other party.

2.37. Construction Means and Methods: Consultant shall not supervise, direct, control, or have authority over any contractor's work, nor shall Consultant be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor.



Negotiated Scope of Services (Phase 1 Adjustments)

The following refinements to the Scope of Services have been agreed upon by the City and the Consultant and are incorporated into the Contract:

- City of Grand Junction Staff will initiate contact with additional property owners located along C-1/2 Road between 28 Road and 27-1/2 Road.
- Potential lift station sites will be further evaluated based, in part, on the property owner's willingness to sell or otherwise convey the property necessary for development of the lift station.
- The Consultant shall perform a high-level evaluation of up to three (3) potential sites for feasibility and comparative ranking. At a minimum, the evaluation shall include:
 - Estimating wet well depth
 - Approximate length of force main
 - Approximate length of gravity sewer
 - Floodplain constraints
 - Wetland impacts
- The Consultant and the City shall meet to review and discuss the evaluation and ranking results.
- The Consultant shall prepare a conceptual site plan for the top-ranked property.
- The City will initiate negotiations with the owner of the top-ranked property.
- If the City is unable to secure property rights for the highest-ranked site, the Consultant shall, upon direction from the City, proceed with development of a conceptual site plan for the next highest-ranked site.
- The not-to-exceed fee includes preparation of conceptual site plans for up to three (3) potential lift station sites.
- Value-Added Services – Due Diligence Support
The Consultant shall provide additional due diligence support services in the amount of \$5,944.00, which are incorporated into this negotiated Scope of Services and included within the not-to-exceed Contract Price, as described in the Consultant's proposal and incorporated herein.



Request for Proposal

RFP-5850-26-KF

Engineering Services for the Grand Valley Byproducts Lift Station

Proposal Deadline

February 27, 2026, before 1:00 p.m. Mountain 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 30, 2026
Non-Mandatory Visit or Pre-Proposal Meeting Please refer to Section 1.5.	February 9, 2026
Inquiry deadline No questions will be accepted after the end of business on this date.	February 18, 2026
Final Addendum Issued (if applicable)	February 20, 2026
Proposal Submission Deadline Electronic submission via BidNet® Direct only	February 27, 2026, before 1:00 p.m. Mountain Time (America/Denver)
Evaluation of proposals Internal review by City-appointed committee	February 27-March 6, 2026
Interviews (if required) Virtual or in-person, by City invitation only	Tentative Interview Time Blocks <ul style="list-style-type: none"> • Monday, March 16, 2026: 1:00 p.m. – 3:00 p.m. • Tuesday, March 17, 2026: 10:00 a.m. – 2:00 p.m. • Wednesday, March 18, 2026: 10:00 a.m. – 3:00 p.m.

Notice of Intent to Award (tentative) Subject to final evaluations and interview outcomes	March 20, 2026
City Council Approval (if required) For contracts meeting the approval threshold	April 1, 2026
Contract execution Contingent upon Council approval and funding availability	April 6, 2026
Flow Meter Data Provided by Others	June 30, 2026
Phase 1 Engineering Services Completed by	90 days After Contract Execution

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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 consultants to provide engineering services for the evaluation, design, and development of a replacement sanitary sewer lift station and associated force main for the Grand Valley Byproducts Lift Station.

The selected Consultant will apply professional judgment, technical expertise, and industry best practices to evaluate alternative sites, develop conceptual site plans and opinions of probable cost, and support property acquisition, with the intent of advancing the project toward final design, permitting, bidding, and construction. Section 4.0 of this solicitation describes the project objectives, service delivery expectations, and technical requirements (Scope of Services). All services shall be performed in accordance with the terms and conditions set forth in this solicitation and incorporated into any resulting contract.
- 1.5. Non-Mandatory Virtual Pre-Proposal Conference:** Prospective Proposers are encouraged to attend a non-mandatory virtual pre-proposal conference to gain a clear understanding of the project requirements and conditions related to the Scope of Services.

Meeting Details:

-  **Date:** February 9, 2026
-  **Time:** 3:00 p.m. (Mountain Time)
-  **Location:** Virtual via Microsoft Teams

Join Online:

<https://teams.microsoft.com/meet/29752758879896?p=d2M77dur9HKrybTxdX>
Meeting ID: 297 527 588 798 96
Passcode: ok66kJ3E

Join by phone:

[+1 945-468-6551,101634304#](tel:+19454686551101634304) United States, Dallas
Phone Conference ID: 101 634 304#
[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 made through addenda. Should a Proposer identify any ambiguity, omission, or conflict within the solicitation documents that might impact the Proposer’s understanding of the requirements, the Proposer must seek clarification from the Purchasing Agent before the inquiry deadline. Failure to do so shall not relieve the Proposer of its obligation to fulfill 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 proposals 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 therein.

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

**Solicitation Opening: RFP-5850-26-KF
Engineering Services for the Grand Valley Byproducts Lift Station**

Date/Time: February 27, 2026, 1:00 p.m. Mountain Time (America/Denver)

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

<https://meet.goto.com/457920517>

Or join the meeting by phone.

Access Code: 457-920-517

United States: [+1 \(872\) 240-3311](tel:+18722403311)

To join from a video-conferencing room or system:

Meeting ID: 457-920-517

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

Or dial directly: 457920517@67.217.95.2 or 67.217.95.2##457920517

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. 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 City's best interest.
- 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 Work:** All requests for clarification or interpretation of the Specifications or Scope of Services/Work must 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 “Agency,” “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 Material:** 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. Possess adequate financial resources or the ability to obtain such resources to ensure financial stability and project capacity. Refer to Section 5.8. for additional information regarding financial disclosures.

1.25.2. Demonstrate the ability to meet project schedules and contractual deadlines for services of similar scope and complexity. Proposers should submit documentation of comparable projects completed within the last two years, including:

1.25.2.1. A comparison of original schedules to actual completion dates

1.25.2.2. A brief explanation of methods used to manage timelines and mitigate delays

- 1.25.3. Provide evidence of a satisfactory performance record on projects of similar size, complexity, and scope.
- 1.25.4. Maintain a satisfactory track record of integrity, ethical practices, and regulatory compliance.
- 1.25.5. Be fully qualified and otherwise eligible to receive an award and enter a legally binding Contract with the City.
- 1.25.6. 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 the Proposer’s responsibility, practical knowledge of the Project, and possession of the necessary financial and other resources to complete the proposed Services.

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 sales and use tax exemption certificates from the Colorado Department of Revenue. 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 (Proposal Receipt Acknowledgement): The City will conduct a virtual proposal receipt acknowledgement immediately following the proposal submission deadline. Proposers, authorized representatives, and other interested parties may attend.

To ensure transparency and procedural integrity, all proposals received through BidNet® by the submission deadline will be formally acknowledged during the session. In accordance with the nature of a Request for Proposals, only the names of

the entities submitting proposals will be announced. No proposal content, scoring information, or 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, which shall be acknowledged in the Letter of Interest or Cover Letter. The individual signing the Letter must be legally authorized to bind the Proposer to contractual obligations. By submitting a proposal, the Proposer agrees to all requirements outlined in this solicitation, including compensation terms and compliance with all contractual, legal, and ethical obligations set forth herein.

If the Proposer's submission deviates in any way from the City's stated requirements, such variations must be clearly and thoroughly identified in the proposal. Failure to do so may be deemed a waiver of the right to request modifications to the terms 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 professional 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 intent of the Contract Documents is to include all labor, materials, equipment, services, and incidental items necessary for the proper execution and completion of the Scope of Services, including items not specifically described.

- 2.3. Permits, Fees, and Regulatory Compliance:** The Consultant shall perform the Services in compliance 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 of Grand Junction.

The Consultant shall be responsible for preparing and supporting applications for all permits, approvals, and regulatory authorizations required for the engineering design of the Project, including, as applicable, wastewater facility permits, floodplain development permits, and other local, state, or federal regulatory requirements. Unless expressly stated otherwise in the Contract, responsibility for permit fees and construction-phase permits shall remain with the City.

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

2.4. Responsibility for those Performing the Services or Work: The Consultant is fully responsible for the actions and omissions of its employee(s), subcontractors, and any other individual(s) performing any of the Services under the Contract.

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

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

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

2.6. Protection of Persons and Property: The Consultant shall comply with all applicable federal, state, and local laws, ordinances, regulations, and orders governing the safety and protection of persons and property in the performance of the Services.

The Consultant shall take reasonable precautions, consistent with professional engineering practice, to protect persons and property from damage, loss, or injury arising from the Consultant's activities under the Contract, including activities associated with site visits, field investigations, surveys, and coordination with utilities or third parties. The Consultant shall provide appropriate notice to the City and affected parties when activities may impact adjacent property or utilities.

To the extent that any damage to public or private property is caused by the negligent acts, errors, or omissions of the Consultant in the performance of the Services, the Consultant shall, at its sole expense, restore the affected property to a condition equal to or better than its pre-existing condition, in a manner acceptable to the City. If the Consultant fails to timely correct such damage, the City may take corrective action and recover associated costs in accordance with the Contract.

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 this Contract but may require an equitable adjustment to the Contract Sum or Contract Time.

No change 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 until a fully executed Change Order is in place.

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 conflict with the intent of the Contract Documents.

2.9. Correction of Services or Work: The Consultant shall perform the Services and prepare all deliverables in accordance with generally accepted professional standards, exercising the degree of skill, care, and diligence ordinarily exercised by qualified professionals performing similar services under similar circumstances.

If any Services or deliverables do not conform to the requirements of the Contract, the Consultant shall, at no additional cost to the City, promptly correct such nonconforming Services or deliverables to the City's satisfaction.

If the Consultant fails to correct the nonconforming Services or deliverables within a reasonable time after receipt of written notice from the City, the City may take appropriate corrective action and recover from the Consultant the reasonable costs incurred as a direct result of such failure, subject to the limitations, remedies, and procedures set forth in the Contract.

2.10. Acceptance Not Waiver: The City's review, approval, or acceptance of any Services or deliverables, or payment for any Services or deliverables, shall not relieve the Consultant of its obligation to perform the Services in accordance with the Contract or to meet the applicable professional standards of care. No review, approval, acceptance, or payment by the City shall be deemed a waiver of any rights or remedies available to the City under the Contract, nor shall it constitute a waiver of any claims arising out of or related to the performance of the Services.

2.11. Change Orders and Amendments: No oral statement or representation by any individual shall modify, change, or affect the terms, conditions, or specifications of the Contract. All amendments or change orders to the Contract must be executed in writing by the City's Contract Administrator. Such executed modifications are the sole method for altering the Contract and must comply with the City's established procedures.

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

2.13. Compliance with Laws: The Consultant shall comply with all applicable federal, state, county, and municipal laws, codes, regulations, ordinances, and requirements, as well as ethical standards, governing the Services performed under the Contract.

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

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

2.15. Confidentiality: The Consultant shall keep confidential any non-public information disclosed by the City or obtained in connection with the performance of the Services, including engineering data, technical analyses, security-related information, and draft work products, except as required by law.

The Consultant shall take reasonable measures to protect such information from unauthorized use or disclosure and shall ensure that any employees, subconsultants, or agents who have access to such information comply with this obligation. Upon completion or termination of the Contract, the Consultant shall return or destroy confidential information as directed by the City, unless the retention is required by law.

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, that state 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 perform the Services in accordance with the Contract, including failure to meet required schedules, quality standards, coordination obligations, or reporting requirements, the City may, after providing written notice to the Consultant, procure substitute services from other sources. The Consultant shall be responsible for any reasonable additional costs incurred by the City as a direct result of such failure.

The City may, at its discretion, implement progressive corrective actions to address nonperformance. If the Consultant's failure materially affects the Project, compromises regulatory compliance, or otherwise impairs the continuity or integrity of the Services, the City reserves the right to take immediate action, including suspension or termination of the Contract, in accordance with the Contract Documents.

2.22. Failure to Enforce: The City's failure at any time to enforce any provision of the Contract shall not be deemed a waiver of that provision or of any other rights under the Contract. Such failure shall not affect the validity of the Contract or any part thereof, nor shall it preclude the City from subsequently enforcing any provision in accordance with the terms of the Contract.

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 acts of God, natural disasters, governmental actions, or other events beyond the reasonable control of the Consultant. This exemption shall not apply if the Contract specifies otherwise. The Consultant must provide the City with prompt written notice 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: The Consultant shall defend, indemnify, and hold harmless the City, along with its officers, employees, insurers, and self-insurance pool, from and against any and all liabilities, suits, actions, claims, demands, damages, losses, or expenses of any kind, including attorney's fees, arising out of or related to any injuries, damages, or losses to persons or property caused by the negligent act, error, omission, or fault of the Consultant, its agents, employees, subcontractors, or suppliers in the execution or performance of the Contract.

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

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 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, studies, concepts, designs, calculations, models, data, and other deliverables prepared or developed by the Consultant in connection with the Services under this Contract (collectively, the "Work Product") shall become the property of the City upon creation.

The City shall have the unrestricted right to use, reproduce, modify, and distribute the Work Product for City purposes without limitation. The Consultant shall retain no ownership interest in the Work Product, except for any pre-existing proprietary materials identified in advance and approved by the City in writing.

All information, data, and materials provided by the City to the Consultant shall remain the exclusive property of the City and shall be used solely for purposes of performing the Services. Such materials shall not be disclosed or used for any other purpose without the City's prior written consent, except as required by law

- 2.27. Patents and Copyrights:** The Consultant shall indemnify, defend, and hold harmless the City from and against any and all claims, demands, losses, liabilities, costs, and expenses, including attorneys' fees, arising out of or related to any actual or alleged infringement of any patent(s), copyright(s), trademark(s), or other intellectual property right resulting from the performance of the Services or the use of the Work Product.

The City shall have no liability to the Consultant for any costs, expenses, or obligations arising from such intellectual property infringement claims. The Consultant shall promptly assume the defense of any such claim and shall resolve the claim in a manner acceptable to the City.

This obligation includes, but is not limited to, claims arising from the creation, use, or incorporation of derivative works or materials based on the intellectual property rights 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 to ensure 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: Where permitted and appropriate, the City may allow cooperative use of this Contract. Contracts resulting from this solicitation are intended primarily for the use by the City. However, upon mutual written agreement between the awarded Consultant and one or more governmental entities, the Contract may be extended for use by such entities, subject to the same specifications, terms, conditions, and pricing established in the original agreement.

Each participating governmental entity shall execute its own contract with the Consultant, issue its own purchase orders, be invoiced directly, make its own payments, and provide any applicable tax-exemption documentation.

It is expressly understood that the City is not a party to, nor responsible for, any contract formed between the Consultant and any other governmental entity pursuant to 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 who are responsible for fulfilling the obligations under 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 may be structured as a Fixed Lump Sum, Guaranteed Maximum Price (GMP), or a Not-to-Exceed amount, as defined in the Contract Documents. Any modifications to the Contract Sum shall be made in accordance with the Contract and must be 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 Consultant, Contractor, or Firm who are identified as essential to the successful execution and completion of the Services. These individuals possess specialized skills, knowledge, or experience critical to fulfilling the scope of services/work under the Contract. Any reassignment or replacement of key Personnel shall require prior written approval of the City, as provided in the Contract Documents.
- 2.35.7.** “Proposer” refers to the individual or entity legally authorized by the Consultant, Contractor, or Firm 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 at least five (5) years after services are completed.

(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 Work, 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 to and approved by the City before any on-site or remote-access work begins.

Section 4.0: Specifications and Scope of Services

- 4.1. General/Background:** The City manages, operates, and maintains the Persigo wastewater collection and treatment system for the benefit of the current and future users of sewer service in the Persigo 201 Service Area.

The Grand Valley Byproducts Lift Station is currently located at the southwest corner of C-1/2 Road and 27-1/2 Road. The lift station was originally constructed in 1989 and was last rehabilitated in 2009. The existing lift station consists of a duplex pumping configuration with a total capacity of 1.12 million gallons per day (mgd) and a firm capacity of 0.56 mgd.

The 2020 Comprehensive Wastewater Basin Study Update, prepared by Carollo, dated June 2021, estimated the existing dry weather flow (DWF) and wet weather flow (WWF) for the GVBP LS to be 0.51 mgd and 1.22 mgd, respectively. These flows are based on modeling results and are not supported by flow metering data.

[2020 Comprehensive Wastewater Basin Study Update](#)

The City of Grand Junction is in the process of procuring professional services to obtain flow meter data to verify existing flows to the lift station.

In August 2025, Carollo Engineers Inc. completed the Grand Valley Byproducts Lift Station Alternatives Analysis. The Alternatives Analysis identified several possible sites for the new lift station and estimated potential future flows. The shortlisted sites are all within the 100-year floodplain.

[Grand Valley Byproducts Lift Station Alternatives Analysis](#)

The engineering services for this project shall be performed in two phases.

The scope of services for **Phase 1** shall consist of developing conceptual-level site plans and opinions of probable cost (OPC) for two alternative sites; evaluation of each alternative site; and providing engineering and land surveying support for acquiring the selected property.

Site 1 is located at 2768 C-1/2 Road. Site 2 is located at 2763 C-1/2 Road.

The scope of services for **Phase 2** shall consist of all engineering work needed to produce a complete set of construction drawings and specifications for the new sanitary sewage lift station and separate construction drawings and specifications for a new force main. At a minimum, the work shall include the following: future flow projections; engineering design,

plans, specifications, applications for all required permits, including floodplain permits; and assistance during bidding.

The work shall also include plans and specifications for demolishing the existing lift station and restoring the existing lift station site.

4.2. Scope of Services

4.2.1. Phase 1 Engineering Services

4.2.1.1. Design Flow

This work shall include a review of the previously completed “Comprehensive Wastewater Basin Study Update”, the “Grand Valley Byproducts Lift Station Alternatives Analysis”, flow meter data, and an analysis of future flows from the GVBP LS tributary area based on future land use per the “One Grand Junction Comprehensive Plan.”

Flow meter data will be obtained via a separate professional services contract.

4.2.1.2. Alternative Site Evaluation

This work shall include developing conceptual site plans for two locations. The conceptual site plans shall include proposed property boundaries, access drives, including site configuration to provide wet well access for sewer cleaning trucks and chemical delivery, sewer influent and effluent piping alignment, electric service, standby electric generator location, wet well and lift station equipment locations, and site stormwater management facilities, including compensatory floodplain storage if applicable.

Draft conceptual site plans shall be submitted to the City for review. All review comments shall be addressed prior to finalizing the conceptual site plans.

The site plans should include consideration for phased capacity expansion.

The selected consultant shall provide an opinion of probable cost for each site and give a comparable ranking of the sites.

4.2.1.3. Surveying

The surveying work shall include obtaining all necessary topography, existing utilities, and other site features and improvements necessary to complete the work described in this request for proposals.

The surveying work shall also include all necessary plats, exhibits, and legal descriptions required for site acquisition and easements for the chosen site.

4.2.1.4. Geotechnical

The engineering consultant shall provide a proposed scope of work and exhibits for geotechnical services necessary to support the design. Geotechnical services will be provided by a geotechnical services firm under a separate contract with the City.

4.2.2. Phase 2 Engineering Services

The final scope of work, fee, and schedule for Phase 2 Engineering Services shall be developed after Phase 1 Engineering Services work is complete, and the location of the new lift station site has been determined.

Below is a description of the work expected to be addressed by the Phase 2 Engineering Services scope:

4.2.2.1. Engineering Design

Engineering design services shall include preparing a basis-of-design report and a complete set of construction drawings and specifications for both the lift station and the force main. The plans and specifications shall cover all structural, architectural, electrical, instrumentation and controls, and site civil improvements, including erosion and sedimentation plans. The design services shall include an evaluation of phased capacity expansion to accommodate future growth.

The existing hydraulic model developed in support of the Wastewater Basin Study Update will be made available to the successful firm.

Lift Station Design

The lift station shall include the following components:

- Effluent flow meter
- Corrosion-resistant well wet
- Valving/pipe configuration to facilitate the temporary installation of portable pumps to bypass the wet well
- Standby emergency generator
- Wet well level control to include a float system and an additional redundant system, such as radar or other technology to be determined during preliminary design
- Integration with Persigo's SCADA system.
- Variable frequency drives or soft start/stop pump starters.
- Configuration of equipment and piping to facilitate future capacity expansion, if applicable
- Accommodation for future chemical dosing

Force Main Design

The force main design shall include hydraulic analysis and separate plans and specifications to construct a force main from the point of connection to the lift station yard piping to the existing 18-inch sanitary sewer interceptor that crosses 27-1/2 Rd approximately 400 feet north of Winters Ave.

At a minimum, design plans and specifications shall be submitted to the City for review at 30%, 60%, and 90% completion milestones for the lift station, and 30% and 90% completion milestones for the force main. Issued construction plans and specifications should address all review comments. An opinion of probable construction costs (OPCC) and project schedule

(including design, permitting, and construction phases) should be included with the design review submittals.

Site Improvement Design

The site improvements shall consist of access roadways to facilitate maintenance and chemical delivery, electric, natural gas, and water services, yard piping, security fencing, lighting, and stormwater management improvements.

The plans shall include plan and profile drawings for the gravity influent piping from the gravity sanitary sewer main within C-1/2 Road and the proposed lift station wet well, as well as any portion of the force main to be constructed as part of the lift station contract.

The stormwater management improvements shall meet the requirements of the City’s SWM Manual and all state and federal requirements for work within the floodplain (if applicable).

4.2.2.2. Permitting

This work shall include preparing permit applications along with all supporting studies, exhibits, and engineering calculations, for all required CDPHE, local, state, and federal permits.

Depending on the results of the final site selection, this work may include floodplain permitting.

4.2.2.3. Bidding Assistance

This work includes assisting with the preparation of addenda, including attending a pre-bid meeting.

4.2.2.4. Construction Management Assistance

The Phase 2 scope of work should include provisions for optional construction management assistance.

4.2.2.5. Commissioning support and Owner training

This work shall include assistance during lift station start-up and one on-site operation training session for City of Grand Junction staff.

The consultant shall prepare an operation and maintenance manual that shall include the following:

- Shop drawings for all equipment and piping
- Manufacturer’s operation and maintenance literature for all equipment
- By-pass pumping plan
- As-constructed plans

4.3. Special Conditions and Provisions




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

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

Kathleen Franklin, Purchasing Agent
Email: kathleenf@gjcity.org

4.3.2. Non-Mandatory Virtual Pre-Proposal Conference: Prospective Proposers are encouraged to attend a non-mandatory virtual pre-proposal conference to gain a clear understanding of the project requirements and conditions related to the Scope of Services.

Meeting Details:

-  **Date:** February 9, 2026
-  **Time:** 3:00 p.m. (Mountain Time)
-  **Location:** Virtual via Microsoft Teams

Join Online:

<https://teams.microsoft.com/meet/29752758879896?p=d2M77dur9HKrybTxdX>

Meeting ID: 297 527 588 798 96

Passcode: ok66kJ3E

Join by phone:

[+1 945-468-6551, 101634304#](tel:+19454686551101634304) United States, Dallas

Phone Conference ID: 101 634 304#

[Find a local number](#)

4.3.2.1. 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.

4.3.3. Estimated Level of Effort: Proposers shall provide an estimate of the total labor hours required to complete the Services, broken down by task or task area and by labor classification, consistent with the Scope of Services. These estimates shall reflect the proposed approach and level of effort and are provided for evaluation and planning purposes only.

Proposers shall also identify its assumptions regarding City staff participation necessary to support the Services, including an estimate of City staff time by role or function and by major task area. City staff hour estimates are for informational purposes only and shall not be construed as a commitment by the City to provide a specific level of staff support.

4.3.4. Key Staff Reassignment: Key Personnel identified in the Proposal shall be assigned to the project and shall not be reassigned or replaced without the prior written approval of the City. If a change in Key Personnel is necessary, the Consultant shall notify the City in writing and shall propose replacement personnel with qualifications and experience comparable to those of the individual being replaced. No reassignment or replacement shall be effective without the City's written approval.

4.3.5. City Staff Coordination and Deliverable Review: If the City determines that an unreasonable amount of City staff time is required due to incomplete or substandard deliverables, the City may require corrective action at no additional cost to the City and may withhold payment until acceptable deliverables are received, in accordance with the Contract.

4.3.6. Price Proposal Requirements: Proposers shall submit a detailed Price Proposal for **Phase 1 Professional Engineering Services** for the Grand Valley Byproducts Lift Station Project. Pricing shall be proposed as an **all-inclusive, not-to-exceed (NTE) amount** and shall include all costs necessary to fully perform the Phase 1 Scope of Services as described in this RFP.

Pricing for **Phase 2 Engineering Services** shall not be included in the Proposal and shall be developed by the selected Consultant upon completion of Phase 1 and final site selection. At the City's sole discretion, the Phase 2 scope and fee may be incorporated into the Phase 1 Contract through a duly executed Change Order, or the City may elect to issue a separate request for proposals for Phase 2 Engineering Services.

4.3.6.1. Fee Structure: The Price Proposal for Phase 1 shall include, at a minimum, the following:

- A **rate schedule** identifying all proposed labor classifications (e.g., Project Manager, Senior Engineer, Engineer, CAD Technician, Surveyor, Administrative Support) and corresponding fully burdened hourly rates; and
- A **task-based fee summary** aligned with the Phase 1 Scope of Services, identifying the estimated level of effort, hours, and total cost for each task.

The City will use this information for evaluation and negotiation purposes; however, compensation shall be based on the agreed NTE amount and successful completion of required deliverables.

4.3.6.2. Cost Inclusions: The proposed Phase 1 NTE amount shall be **comprehensive and all-inclusive**, and shall include, but not be limited to, all costs required to successfully complete the Phase 1 Engineering Services, including:

- Professional labor, supervision, and administrative support
- Project management, coordination, and meetings
- Engineering analysis, modeling, and technical evaluations
- Preparation of conceptual site plans, opinions of probable cost, reports, exhibits, and supporting documentation
- Surveying coordination and deliverables required for site evaluation and acquisition
- Travel, site visits, mileage, and related expenses
- Software, tools, and technology necessary to perform the Services

- Design, drawings, engineering work, shipping, freight, and all other costs necessary to complete the Phase 1 Scope of Services

4.3.6.3. Pricing Conditions

- All fees submitted in response to this solicitation shall be considered negotiable at the City's sole discretion.
- Proposed labor rates shall remain firm for the duration of the Phase 1 Contract unless otherwise authorized by the City in writing.
- Proposers shall submit pricing using the **Solicitation Response Form provided in Section 7.0**, accompanied by detailed cost breakdown and rate sheets.

The City shall not pay, nor be liable for, any additional costs, including, but not limited to, taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, or liquidated damages, unless otherwise stated in the Contract Documents.

- 4.3.7. Not-to-Exceed Compensation Limit:** Compensation under the Contract shall not exceed the total not-to-exceed (NTE) amount authorized in the Contract Documents. The Consultant shall be solely responsible for managing its work, costs, staffing, and schedule to perform the Services within the authorized NTE amount.

The City shall have no obligation to pay for, and shall not be liable for, any work performed or costs incurred that exceed the NTE amount unless such increase is expressly authorized in advance by the City through a duly executed Contract Amendment or Change Order. Verbal approvals, informal communications, or course of performance shall not constitute authorization to exceed the NTE amount.

The Consultant acknowledges that the NTE amount is based on the complete and satisfactory performance of the Scope of Services and delivery of all required deliverables, and not on estimated labor hours or staffing assumptions. The Consultant shall fully perform the Services as required under the Contract, regardless of whether actual labor hours exceed the Consultant's estimates. Any underestimation of effort, cost, or resources shall not constitute grounds for additional compensation, modification of the Scope of Services, or relief from the Consultant's performance obligations.

- 4.3.8. 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."

- 4.3.8.1.** The Contract represents the entire agreement between the parties. Performance shall be governed exclusively by the terms, specifications, and requirements set forth 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.

4.3.8.2. 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.

4.3.9. Project Manager: The City's Project Manager, or designee, shall serve as the City's primary point of contact for administration of the Contract and shall be responsible for coordinating reviews, communications, and acceptance of deliverables in accordance with the Contract.

During the performance of the Contract, all notices, submittals, and other communications directed to the **City** shall be delivered to the City's designated representative as follows, unless otherwise directed in writing by the City.

L. Eric Schoeny, P.E.
Engineering Utilities Supervisor
City of Grand Junction
Department of Engineering and Transportation
244 N 7th St
Grand Junction, CO 81501

4.3.10. Contract Administrator: The Contract Administrator shall be responsible for all matters related to the administration of the Contract, including the issuance of amendments, modifications, or change orders, and the interpretation of the Contract. All such inquiries shall be directed to:

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 contract administration. This role does **not** include technical oversight or acceptance of Services or deliverables, which shall remain under the authority of the designated Project Manager.

Attachments

[Attachment A – Grand Valley Byproducts Lift Station Alternatives Analysis](#)

[Attachment B – 2020 Comprehensive Wastewater Basin Study Update](#)

4.4. Contract Term

The initial term of the Contract shall commence upon execution by both Parties and shall remain in effect for a period sufficient to allow for the completion of the Services, as mutually agreed upon by the City and the Consultant.

Tentative Calendar of Events:

Event and Details	Date
Solicitation Issued/Posted Published via BidNet® Direct – RMEPS	January 30, 2026
Non-Mandatory Visit or Pre-Proposal Meeting Please refer to Section 1.5.	February 9, 2026
Inquiry deadline No questions will be accepted after the end of business on this date.	February 18, 2026
Final Addendum Issued (if applicable)	February 20, 2026
Proposal Submission Deadline Electronic submission via BidNet® Direct only	February 27, 2026, before 1:00 p.m. Mountain Time (America/Denver)
Evaluation of proposals Internal review by City-appointed committee	February 27-March 6, 2026
Interviews (if required) Virtual or in-person, by City invitation only	Tentative Interview Time Blocks <ul style="list-style-type: none"> • Monday, March 16, 2026: 1:00 p.m. – 3:00 p.m. • Tuesday, March 17, 2026: 10:00 a.m. – 2:00 p.m. • Wednesday, March 18, 2026: 10:00 a.m. – 3:00 p.m.
Notice of Intent to Award (tentative) Subject to final evaluations and interview outcomes	March 20, 2026
City Council Approval (if required)	April 1, 2026

For contracts meeting the approval threshold	
Contract execution Contingent upon Council approval and funding availability	April 6, 2026
Flow Meter Data Provided by Others	June 30, 2026
Phase 1 Engineering Services Completed by	90 days After Contract Execution

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 must be submitted electronically via BidNet® Direct Rocky Mountain E-Purchasing System:

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

- 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.
 - For registration instructions, refer to the [BidNet Electronic Vendor Registration](#) page on the BidNet® Direct website.
 - 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

Proposals 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)**.

****NOTE: **** Pages exceeding the forty (40) page limit will not be reviewed or scored.

5.3. Cover Letter

Proposers shall submit a cover letter summarizing the Proposer's interest in the project, relevant qualifications, and understanding of the City's objective, Scope of Services. The cover letter shall include:

- A summary of the Proposer's experience and capacity to perform the Services
- The name and the contact information of the primary point of contact
- Identification of the individual(s) authorized to bind the Proposer
- The signature, printed name, and title of a duly authorized representative

Submission of a proposal constitutes certification that the Proposer agrees to comply with all requirements and conditions of this solicitation.

5.4. Solicitation Response Form

Proposers shall complete and submit the Solicitation Response Form provided in Section 7.0 as part of its proposal. Only the completed form is required; do not return the entire solicitation document unless indicating exceptions, proposed modifications, or marked changes to the terms and conditions.

5.5. Fee/Price Proposal

Proposers shall describe the pricing structure and assumptions in the proposal narrative, consistent with Sections 4.0 and 4.3.6. Price Proposal Requirements, including the total not-to-exceed (NTE) amount for Phase 1 Engineering Services, shall be submitted using the Solicitation Response Form provided in Section 7.0.

5.6. Capacity, Credentials, Experience, and References

The Proposer shall demonstrate its capacity, qualifications, and experience to successfully perform the professional services required under this solicitation. At a minimum, the Proposer shall address the following:

- **Relevant Experience:** Experience providing professional services similar in nature, scope, and complexity to the Services described in this solicitation. Experience delivering comparable services for public-sector entities or similarly regulated organizations is desirable, as applicable.
- **Key Personnel:** Identification of key personnel proposed for the project, including proposed roles and responsibilities, office locations (if relevant), qualifications, and availability.
- **Project Organization and Approach:** Description of the proposed project team structure, roles and responsibilities, lines of communication, and identification of any proposed subconsultants and their respective roles, if applicable.
- **Relevant Project Experience and References:** 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.

For each referenced project, provide:

- Client name and organization
- Reference contact name, title, phone number, and email address

- Project description and scope of services performed
- Key personnel involved
- Project duration and completion date
- Description of material challenges encountered and how they were addressed
- **Team Experience and Collaboration:** Description of the team’s experience working together on similar projects, including coordination methods, communication practices, quality control procedures, specific roles, and individual contributions to project outcomes.
- **Problem-Solving and Risk Management:** Examples that demonstrate the Proposer’s ability to identify and address project risks and constraints, such as data limitations, schedule impacts, stakeholder concerns, regulatory or policy changes, or other project-specific challenges.

The City will use the information provided in this section to evaluate the Proposer’s qualifications, experience, reliability, and demonstrated ability to deliver Services comparable to those required under this solicitation

5.7. Strategy and Implementation Plan

Proposers shall provide a clear and comprehensive strategy for performing the Services required under this solicitation. The proposed strategy shall demonstrate an understanding of the City’s objectives and present a logical, organized approach to completing the Scope of Services described in Section 4.0.

The strategy may be presented in narrative form or another appropriate format and shall address, at a minimum, the following:

- **Approach to Service Delivery** – The proposed methodology for completing the Phase 1 Engineering Services, including task sequencing, technical approach, and integration of prior studies and available data.
- **Project Execution and Quality Control** – Procedures for managing work, coordinating internal resources, and ensuring accuracy, completeness, and consistency of deliverables.
- **Coordination and Communication** – The proposed approach for coordination with City staff, consultants, and regulatory agencies, including communication protocols and responsiveness.
- **Project Schedule** – A proposed schedule identifying key milestones, review points, deliverables, and anticipated completion of Phase 1 Services.

- **Efficiency and Risk Management** – Identification of potential technical, regulatory, or site-related risks and proposed measures to manage schedule, scope, and cost efficiently.

The proposed strategy shall clearly demonstrate the Proposer’s capability to perform the Services in accordance with the solicitation requirements and within the anticipated project schedule.

5.8. Financial Statements

DO NOT INCLUDE FINANCIAL STATEMENTS WITH THE PROPOSAL. If deemed necessary, the City may request the Proposer to submit financial statements for its most recent fiscal year prepared by a Certified Public Accountant (CPA). The requested documents may include:

- A balance sheet
- A profit and loss statement
- Any other relevant documentation demonstrating the Proposer’s financial capacity and stability to perform under this solicitation

Upon request, financial information will be treated as confidential and exempt from public disclosure to the extent permitted by law.

The financial documentation must reflect the financial position of the specific entity, division, or subsidiary responsible for performing the services. For partnerships or joint ventures, separate financial statements must be provided for each general partner or member. Consolidated statements of a parent company or joint venture entity will not be accepted in place of individual financial documentation.

5.9. Legal Proceedings/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 services/work 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.

5.10. Additional Data (Optional)

Proposers may submit additional technical or operational information directly relevant to the ability to perform the Services for the Grand Valley Byproducts Lift Station Project. Such information may include, but is not limited to:

- Specialized technical expertise related to wastewater lift station and force main design, floodplain constraints, or complex regulatory permitting
- Project-specific methodologies, tools, or procedures that support efficient delivery of the Scope of Services
- Approaches to coordination with the City and regulatory agencies necessary to support permitting and design review processes
- Other information that demonstrates the Proposer's capability to meet the Project requirements

Submission of information under this section is optional and shall be limited to information that supplements but does not replace required proposal content.

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Section 6.0. Evaluation Criteria and Factors

6.1. Overview

An evaluation committee appointed by the City will review and evaluate all proposals received in response to this RFP. Proposals will be evaluated based on demonstrated qualifications and experience providing professional engineering services for similar wastewater infrastructure projects; understanding of the Project and City objectives; the proposed technical approach and strategy for delivering the Services; capacity to perform the Services in accordance with the project schedule; responsiveness to the requirements of this RFP; and overall value to the City.

The evaluation process is intended to identify the proposal that best meets the City's needs and objectives for the Grand Valley Byproducts Lift Station Project, as set forth in this RFP.

6.2. Evaluation Summary

Proposals will be evaluated and ranked according to the evaluation criteria categories and respective weightings identified in this Section. In conducting its evaluation, the City reserves the right to:

- Accept or reject any proposal, or any portion thereof.
- Waive informalities or minor irregularities in proposals.
- Consider the Proposer's past performance on similar projects, including work performed for the City or other public agencies.
- Request clarification or additional information from one or more Proposers; and
- Make an award, if any, in the best interest of the City.

Where applicable, the City may evaluate proposed pricing, fee structures, or cost methodologies independently or in combination with other evaluation factors to determine overall value. The City's determination of best value and any resulting award shall be made at the City's sole discretion.

6.3. Scoring Criteria

The City will evaluate proposals using the evaluation criteria categories and relative weights identified in this Section. Each Evaluation Committee member will independently evaluate and score qualitative criteria using a numeric scale of one (1) to ten (10), where:

- 1 represents an unsatisfactory response that fails to meet the requirements of the RFP; and

- 10 represents an exceptional response that fully meets or exceeds the requirements of the RFP

Raw scores for each qualitative criterion will be multiplied by its respective weights to determine weighted category scores. The sum of all weighted qualitative category scores will constitute each Proposer’s total qualitative score.

To promote fairness and consistency across evaluations, the City may apply a **score normalization method**. Under this method, the highest total qualitative score establishes the benchmark and earns the maximum available qualitative points. All other Proposers’ total qualitative scores may be proportionally adjusted relative to that benchmark prior to calculation of final composite scores.

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

Evaluation Category	Weight	Description
Responsiveness to RFP Requirements	10%	Completeness, organization, clarity, and compliance with all RFP requirements, instructions, submission procedures, and required formats. Includes timely submission, proper completion of required forms, and responsiveness to all elements of the Scope of Services.
Understanding of the Project and City Objectives	20%	Demonstrated understanding of the City’s objectives for replacement of the Grand Valley Byproducts Lift Station, including existing system conditions, projected future flows, site constraints, floodplain considerations, permitting requirements, and coordination with prior studies and ongoing flow metering efforts. Includes understanding of the City’s intent to complete Phase 1 site evaluation and advance Phase 2 design efficiently, accurately, and in a manner that supports long-term system reliability and expandability.
Qualifications, Experience, References, and Capacity	20%	Demonstrated experience providing professional engineering services for wastewater lift stations, force mains, and related collection system infrastructure of similar size, complexity, and regulatory environment. Includes qualifications and experience of key personnel; availability and capacity of staff and resources to meet the project schedule; familiarity with floodplain

		design and permitting; and references for comparable municipal wastewater projects.
Strategy & Implementation Plan	40%	Feasibility, clarity, and effectiveness of the proposed approach for completing Phase 1 Engineering Services and positioning the project for successful Phase 2 design. Includes the proposed methodology for flow evaluation, alternative site analysis, conceptual site planning, opinions of probable cost, surveying coordination, and City review milestones. Evaluation will also consider the proposed project schedule, coordination with City staff and stakeholders, quality control procedures, risk identification and mitigation strategies, and the Consultant's approach to managing technical, regulatory, and site-related constraints.

The City may consider optional or value-added elements proposed by a Proposer as part of this evaluation. The inclusion or exclusion of such elements shall not, by itself, render a proposal non-responsive unless explicitly required by this RFP.

6.3.2. Score Normalization Method

Following completion of individual evaluations, the City will aggregate the weighted qualitative scores from all Evaluation Committee members to determine each Proposer's total qualitative score.

The highest total qualitative score will establish the benchmark and be assigned the maximum available qualitative score of ninety percent (90%). All other Proposers' qualitative scores may be proportionally adjusted relative to that benchmark using the same ratio.

The resulting normalized qualitative scores will be used to calculate final composite scores.

6.3.3. Pricing (10%) – Formula-Based Scoring

The NTE Pricing will account for ten percent (10%) of the total evaluation score. Pricing will be evaluated using a formula-based method as follows:

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

The Proposer submitting the lowest not-to-exceed cost will receive the maximum available points for this criterion. All other proposals will be scored proportionally.

To receive full consideration, pricing must be:

- Complete, itemized, and consistent with the Scope of Work.
- Reasonable, balanced, and reflective of the services proposed; and
- Submitted in the format and manner required by this RFP.

Failure to follow the required pricing instructions or formats may result in a reduction in scoring or in the rejection of the Fee or Pricing Proposal.

6.4. Shortlisting Proposers

The City may use the process outlined in this Section to identify a shortlist of Proposers for further consideration. The City reserves the right to modify, waive, or discontinue any step in this process if determined to be in the City's best interest.

Compliance Review

All proposals will undergo an initial review to confirm compliance with the mandatory requirements of this solicitation.

The City's Purchasing Agent may request written clarifications from Proposers to resolve minor ambiguities, confirm understanding of the proposal, or verify compliance with submission requirements.

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 evaluator scores will be compiled into a consolidated Evaluation Matrix to assist the Committee in establishing rankings and identifying the most qualified Proposers.

6.5. Experience and Reference Checks

The City reserves the right to conduct reference checks for one or more of the highest-ranked Proposers to verify qualifications, past performance, and reliability. Reference checks may include, but are not limited to, inquiries regarding:

- Performance on projects of similar size, scope, and complexity.
- Adherence to schedules, budgets, and contractual requirements; and
- Responsiveness, professionalism, and quality of work.

The City may contact references provided by the Proposer and/or other sources known to be familiar with the Proposer's performance. The City may also request additional supporting materials or work samples, and, if applicable, conduct site visits, for the purpose of verifying

information contained in the proposal and further evaluating the Proposer's qualifications and capabilities.

6.6. Interviews or Presentations (if requested)

At the City's discretion, one or more Proposers determined to be the most responsive and competitive may be invited to participate in interviews or presentations. Interviews may be conducted in person or virtually and are intended to further evaluate the Proposer's qualifications, proposed approach, and ability to successfully perform the Work.

The City reserves the right to determine the number of Proposers invited to interview and to adjust interview thresholds based on the quality of proposals and the level of competition. Shortlisted Proposers will be notified in writing. Interview dates and times will generally align with the Tentative Calendar of Events and may be modified as needed.

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

- Understanding of the City's needs and objectives.
- Proposed approach, methodology, and work plan.
- Key personnel and organizational capacity; and
- Overall value to the City.

Participation in an interview or presentation does not guarantee an award

6.7. Negotiations

The City reserves the right to conduct negotiations with the highest-ranked Proposer following completion of the evaluation process. Negotiations with lower-ranked Proposers may occur only if negotiations with higher-ranked Proposers are unsuccessful and formally concluded.

As part of negotiations, the City may request revisions to the Proposer's submission, which may include:

- Clarifications, refinements, or revisions to the proposed scope, approach, or deliverables
- Adjustments to pricing, fees, or cost assumptions, including requests for Best and Final Offers (BAFOs); and
- Other modifications necessary to align the proposal with the City's objectives

All negotiations will be conducted at the City's sole discretion and in a manner determined to be most advantageous to the City.

6.8. Award

The City reserves the right to exercise full discretion in the evaluation and award process, and may take the following actions, at its sole discretion and in accordance with applicable law:

- Award the Contract in whole or in part or make multiple awards if deemed in the City's best interest, including designating primary and secondary Consultant.
- Reject any or all proposals and waive any informalities, technicalities, or irregularities.
- Accept, reject, or negotiate portions of one or more proposals.
- Consider a Proposer's past performance with the City or other public agencies; or
- Decline to make any award if, in the City's judgment, no proposal offers sufficient value to justify a contract.

Any award recommendation is subject to final approval by the appropriate City authority.

6.9. Contract Execution

The selected Proposer shall be required to execute the contract within the timeframe specified after the award notice. Failure to timely execute the Contract may result in the withdrawal of the award and the selection of the next-highest-ranked proposer, or cancellation of the solicitation.

Any award is contingent upon funding availability, completion of all required approvals, and successful negotiation of final contract terms.

6.10. Notice of Intent to Award & Protest Procedures

The City may issue a Notice of Intent to Award prior to final contract execution.

Any formal protest must be submitted in writing within a specified timeframe following the Notice of Intent to Award, following the City's [Procurement Policy](#).

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Section 7.0. Solicitation Response Form

RFP-5850-26-KF

“Engineering Services for the Grand Valley Byproducts Lift Station”

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

All inclusive, not to exceed cost to provide professional consulting services to include, but not be limited to, alternative site evaluation and ranking, conceptual engineering and site evaluation services, permitting, and assistance during bidding for the Grand Valley By-Products Lift Station.

Task	Description	Costs
1	Alternative Site Evaluation	
2	Design Flow Determination	
3	Survey	

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

Total Not-to-Exceed Cost Written:

_____ dollars

NOTE: A detailed breakdown of labor and other direct costs by task should be included.

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 and schedule of fees and services attached hereto.

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 and provide the services/work 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 amount will be offered, to the City if the invoice is paid within _____ days of receipt of the invoice.

RECEIPT OF ADDENDA

The undersigned Proposer acknowledges receipt of all Addenda issued for this Solicitation, including modifications to the Specifications and 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.

Additionally, the Proposer must submit:

- A letter signed by the entity’s Owner or a Statement of Authority delegating authorization to act on behalf of the Proposer.
- A completed and current IRS Form W-9 before 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/Work:

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: February 10, 2026

From: City of Grand Junction Purchasing Division

To: All Proposers

RE: Engineering Services for the Grand Valley Byproducts Lift Station, *RFP-5850-26-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. Calendar of Events – Revised

The “Phase 1 Engineering Services Completed by” milestone in the Calendar of Events has been revised from 90 days after Contract execution to **110 Working Days After Contract Execution**. All other dates and milestones remain unchanged.

2. Clarification

The note preceding the table in Section 7.0 has been revised for clarity. All Proposers shall submit pricing using the **Addendum No. 1 Solicitation Response Form**, which is linked below and supersedes the form previously issued:

[Addendum 1 Solicitation Response Form RFP-5850-26-KF](#)

3. Question: Regarding the schedule, the City is issuing a separate RFP for flow monitoring. When is that effort expected to be completed?

Answer: The anticipated completion date for the flow monitoring effort is identified in the **Calendar of Events** as **June 30, 2026**. This date reflects the City’s current schedule assumptions.

4. Question: Regarding the properties, is the City looking at complete acquisitions or easements on those properties?

Answer: The City anticipates complete acquisition of the lift station properties.

5. Question: Regarding subconsultants, geotechnical services will be contracted separately by the City, and surveying is included within the scope of this RFP. Is electrical or any electrical design included in the scope of the RFP?

Addendum 1 RFP-5850-26-KF

Answer: Geotechnical services will be provided under a separate contract administered by the City. All other required professional services, including surveying and electrical design, shall be provided by the selected Consultant as part of the Scope of Services.

6. **Question:** Can proposers use 11x17 pages? If so, would an 11x17 count as a single page or two pages?

Answer: Proposals shall be submitted as one (1) complete, searchable PDF not to exceed forty (40) pages, as specified in Section 5.0. The RFP does not authorize the use of 11x17 pages. Proposers should assume standard letter-size pages (8.5 x 11). Any oversized pages submitted will count as two (2) pages toward the page limit.

7. **Question:** Section 7.0 asks for costs associated with: site evaluation and ranking, conceptual engineering and site evaluation services, permitting, and assistance during bidding for the GVBPLS. Section 5.5 asks for only the fee/price proposal to include phase 1 services, which do not include permitting and assistance during bidding. Please clarify which is correct.

Answer: Pricing submitted with the Proposal shall be limited to **Phase 1 Engineering Services only**, as stated in Section 5.5 and the Price Proposal Requirements 4.3.6. Permitting and assistance during bidding are part of the anticipated Phase 2 Engineering Services and shall not be priced in the Proposal. Section 7.0 specifically requests costs associated with the tasks outlined in Section 4.2.1, Phase I.

8. **Question:** Resumes are not requested; would the City like to see resumes for key staff? If so, would resumes count toward the page limit (40 pages)?

Answer: Brief team member biographies may be included within the proposal and shall count towards the forty (40) page limit. Full resumes for personnel may be included as an appendix and will not count toward the page limit.

9. **Question:** Do front and back covers count towards the page limit (40 pages)?

Answer: Yes. Front and back covers count toward the forty (40) page proposal limit.

10. **Question:** Do divider pages count towards the page limit (40 pages)?

Answer: Yes. Divider pages will count toward the forty (40) page proposal limit.

11. **Question:** In Table 4.4, does the 90-day requirement represent calendar or working days?

Answer: The 90-day requirement is intended to represent working days. The City has revised the Phase 1 Engineering Services Completion timeframe to **110**

Addendum 1 RFP-5850-26-KF

working days. This revision is reflected in the updated **Calendar of Events** included with this Addendum (see item 1).

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

The City conducted a non-mandatory virtual pre-proposal meeting on **February 9, 2026**. For the convenience of Proposers, the City is providing the following link to meeting slides.


[Grand Valley Byproducts Lift Station](#)

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,



Kathleen Franklin
Senior Buyer/Purchasing Agent
City of Grand Junction

Section 7.0. Addendum 1 Solicitation Response Form

RFP-5850-26-KF

“Engineering Services for the Grand Valley Byproducts Lift Station”

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

All inclusive, not to exceed cost to provide professional consulting services to include, but not be limited to, alternative site evaluation and ranking, conceptual engineering and site evaluation services for the Grand Valley By-Products Lift Station.

Task	Description	Costs
1	Alternative Site Evaluation	
2	Design Flow Determination	
3	Survey	

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

Total Not-to-Exceed Cost Written:

_____ **dollars**

NOTE: A detailed breakdown of labor and other direct costs by task should be included.

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 and schedule of fees and services attached hereto.

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 and provide the services/work 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 amount will be offered, to the City if the invoice is paid within _____ days of receipt of the invoice.

RECEIPT OF ADDENDA

The undersigned Proposer acknowledges receipt of all Addenda issued for this Solicitation, including modifications to the Specifications and 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.

Additionally, the Proposer must submit:

- A letter signed by the entity’s Owner or a Statement of Authority delegating authorization to act on behalf of the Proposer.
- A completed and current IRS Form W-9 before 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/Work:

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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PROPOSAL

RFP No. 5850-26-KF

Engineering Services for the Grand Valley Byproducts Lift Station

City of Grand Junction, Colorado
February 27, 2026





February 27, 2026

L. Eric Schoeny, PE
Engineering Utilities Supervisor
City of Grand Junction, Colorado
244 N 7th St
Grand Junction, CO 81501

RE: Proposal — Engineering Services for the Grand Valley Byproducts Lift Station

Dear Mr. Schoeny and Members of the Selection Committee:

Thank you for the opportunity to support the City's next step in replacing the Grand Valley Byproducts Lift Station. Phase 1 of this project requires making decisions while key information is emerging: flows must be verified, property acquisition paths must be navigated, and community considerations must be identified. We understand that the City's success in Phase 1 is not defined by eliminating uncertainty, but by navigating the uncertainty deliberately and surfacing clarity at the right time.

We view Phase 1 much like operating a submarine. Below the surface, multiple systems must be intentionally aligned: hydraulic performance, floodplain feasibility, land-use and permitting realities, operational requirements, cost exposure, and stakeholder involvement. No single factor defines the answer. Success comes from coordinated navigation at depth, followed by a disciplined rise to the surface, where the City can clearly see its options, risks, and recommended course. **Our team is ready to rise and deliver success. We have answered two principal questions with this proposal:**

1. How will AE2S align with the City's Phase 1 definition of success?

- ✓ A clear, defensible basis of design for flow and capacity, built to withstand scrutiny.
- ✓ Two conceptual site plans that address real constraints.
- ✓ A comparative evaluation the City can stand behind, paired with credible cost opinions.
- ✓ Acquisition-ready data that unlock Phase 2.

2. Why is the AE2S team uniquely positioned for Grand Junction?

- ✓ **Local leadership with City operational perspective.** Kurt Carson, PE, PMP, CWP, brings firsthand knowledge of Grand Junction's wastewater system and decision environment, improving our ability to coordinate and respond.
- ✓ **The right staff to get ahead of permitting requirements and approvals.** With support for land acquisition due diligence, floodplain management, and communications, our team will account for a range of obstacles when selecting a site.
- ✓ **A delivery approach designed to protect City bandwidth.** We will manage Phase 1 with structured checkpoints, disciplined comment resolution, and QA/QC oversight so the City spends time making decisions—not correcting documents.

AE2S is prepared to navigate this work alongside the City and help you rise to this project with confidence. If you have questions or require additional information, please do not hesitate to reach out to Kurt Carson at (303) 842-5991 or kurt.carson@ae2s.com.

Submitted in Service,

AE2S

Kurt Carson, PE, PMP, CWP
Project Manager, Primary Point of Contact
(303) 842-5991 | kurt.carson@ae2s.com

Brian Gaddie, PE
Colorado Operations Manager
Authorized Signatory

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Additional Data: Resumes Appendix A

Additional Data: Hourly Rates Appendix B



Section 1

Solicitation Response Form and Fee/Price Proposal



Section 7.0. Addendum 1 Solicitation Response Form

RFP-5850-26-KF

“Engineering Services for the Grand Valley Byproducts Lift Station”

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

All inclusive, not to exceed cost to provide professional consulting services to include, but not be limited to, alternative site evaluation and ranking, conceptual engineering and site evaluation services for the Grand Valley By-Products Lift Station.

Task	Description	Costs
1	Alternative Site Evaluation	\$63,918
2	Design Flow Determination	\$8,146
3	Survey	\$17,490

Total Cost for Services as Described, Not-to-Exceed: \$ 89,554

Total Not-to-Exceed Cost Written:

Eighty-nine thousand five hundred fifty-four dollars

NOTE: A detailed breakdown of labor and other direct costs by task should be included.

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 and schedule of fees and services attached hereto.

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 and provide the services/work 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:

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- 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.
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- The City of Grand Junction payment terms shall be Net 30 days.
- A prompt payment discount of N/A percent of the net amount will be offered, to the City if the invoice is paid within N/A days of receipt of the invoice.

RECEIPT OF ADDENDA

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

- **Total number of Addenda received:** 1

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

Additionally, the Proposer must submit:

- A letter signed by the entity’s Owner or a Statement of Authority delegating authorization to act on behalf of the Proposer.
- A completed and current IRS Form W-9 before contract execution.

Proposer Information and Authorization

Entity Name: Advanced Engineering and Environmental Services, LLC

Authorized Agent Name & Title: Brian Gaddie, Colorado Operations Manager

Authorized Agent Signature: BRIAN GADDIE

Telephone Number: (303) 503-8307

Email Address of Agent: brian.gaddie@ae2s.com

Business Address: 734 Main Street, Suite 109

City, State, ZIP Code: Grand Junction, CO 81501

Date: February 27, 2026

The remainder of this page has been intentionally left blank.

Subcontractor Disclosure

The undersigned Proposer intends to subcontract the following portion(s) of Services/Work:

Name, address, city, and state of Subcontractor	Description of Service(s) to be performed	Est. Value & % of Service(s)
High Desert Surveying 1673 Highway 50 Unit C Grand Junction, CO 81503	Surveying Services Data collection for topography and property boundaries.	\$10,384 (12%)
Mesa Planning & Design LLC 734 Egret Cir Grand Junction, CO 81505	Planning and Development Support Services Annexation, zoning, land-use coordination, and other due diligence site selection evaluation.	\$5,929 (+7%*)

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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*Value-added option. Only included if selected by the City.

Section 2

Understanding of the Project and City Objectives



Section 3

Qualifications, Experience, References, and Capacity



Qualifications, Experience, References, and Capacity

Project Organization and Approach

Team Organization

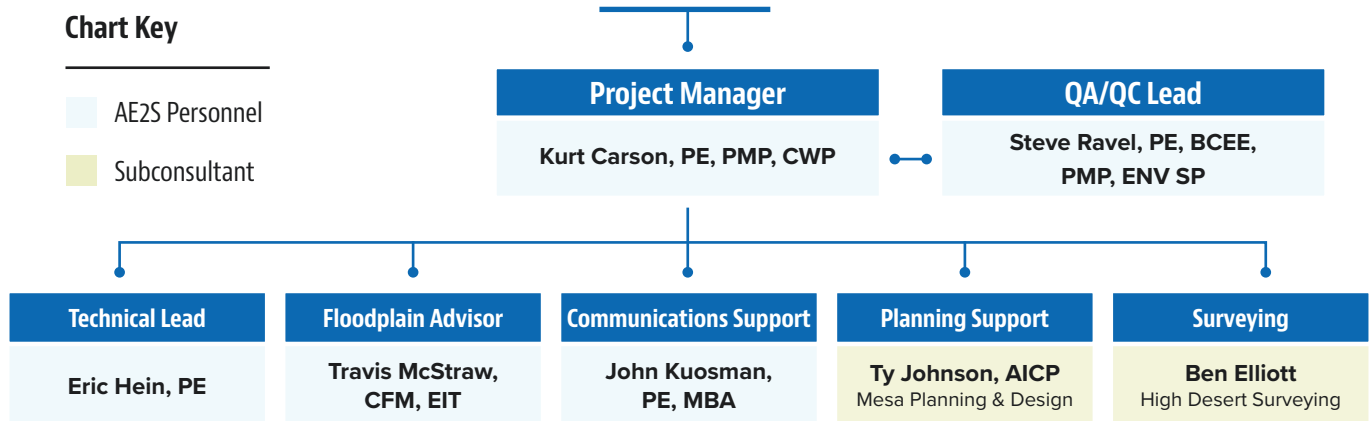
Project Manager Kurt Carson will serve as the City’s primary point of contact throughout the duration of this project. The organizational chart describes our proposed team for Phase 1, including direct support for alternatives analysis and site selection. Our team includes staff from High Desert Survey and Mesa Planning & Design, who will support our team by providing surveying and due diligence services (optional value-add), respectively. We will incorporate several other key team members to complete Phase 2 design, as indicated below the organizational chart.

PROJECT TEAM: PHASE 1

City of Grand Junction

Chart Key

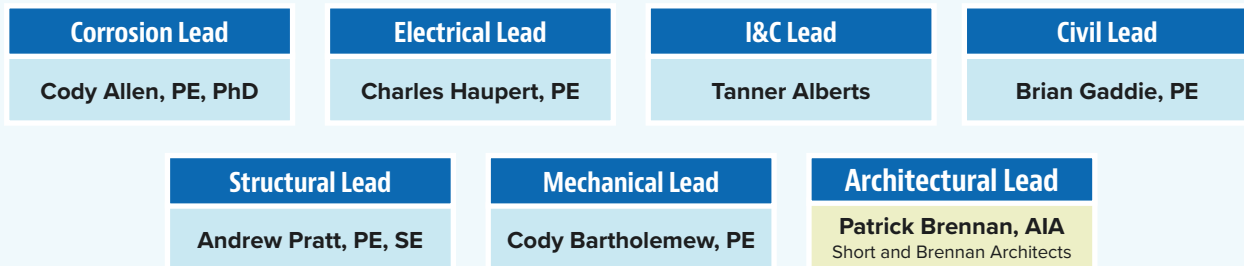
- AE2S Personnel
- Subconsultant



Geotechnical services and flow monitoring will be provided through the City.

PROJECT TEAM: PHASE 2 DESIGN STAFF

For Phase 2, AE2S will draw on a full-suite of resources to complete the design of the lift station. With over 350 water engineering professionals, we will provide comprehensive support for corrosion mitigation, electrical, instrumentation and controls (I&C), civil, structural, and mechanical engineering, with subconsultant support for architecture.



Qualifications, Experience, References, and Capacity

Key Personnel



► Our team is structured to support decisive progress during Phase 1. By combining **local operational experience** with **specialized technical and permitting expertise**, we will help the City translate complex constraints into clear, actionable direction into Phase 2.

The following section provides an overview of the qualifications, roles, and responsibilities of key staff members during Phase 1. Additional qualifying information for key staff is provided in **Additional Data: Resumes**.



Kurt Carson, PE, PMP, CWP Project Manager

Kurt has overseen critical projects for Grand Junction and brings a comprehensive understanding of the City’s processes, timelines, people, and policies. He will act as a local resource and apply his experience managing wastewater projects to deliver Phase 1 and 2 successfully.

LOCATION

Grand Junction, CO

AVAILABILITY

70% - 80%

ROLES & RESPONSIBILITIES

Kurt will be responsible for project management, coordination with prior studies and ongoing flow monitoring efforts, subconsultant coordination, City staff and stakeholder communication efforts, risk identification and mitigation, and existing system condition input.

AE2S Differentiator

Leadership that Lives In and Worked For the City

City Knowledge: Kurt brings extensive leadership and operational experience as a former Manager of the City’s Wastewater Services Division. He deeply understands the City’s wastewater system and operations and has earned the trust of your staff, driving project efficiency.

In-Person Coordination: Located directly in Grand Junction, Kurt will facilitate public outreach efforts, coordinate City administration and operator design input, and provide hands-on involvement during startup and commissioning of the lift station.

Fast Response Time: Kurt works from an office that is a one-minute drive from the City’s engineering office and a ten-minute drive from the lift station sites, allowing immediate on-site support when issues arise, during normal work hours or after hours if required.



Steve Ravel, PE, BCEE, PMP, ENV SP QA/QC Lead

Steve is an engineer with 30 years of experience leading improvements for treatment and conveyance systems. Steve has provided technical guidance for the development of numerous wastewater treatment facilities and lift station projects in Colorado.

LOCATION

Lone Tree, CO

AVAILABILITY

10% - 20%

ROLES & RESPONSIBILITIES

Steve will review documents for completeness and accuracy, providing oversight for quality control procedures, risk identification and mitigation strategies, opinions of probable construction costs (OPCCs), and permitting requirements.

AE2S • Key Personnel



Eric Hein, PE Technical Lead

Eric has two decades of experience managing comprehensive infrastructure improvement programs and has led the evaluation and design of over a dozen pump and lift stations.

LOCATION

Lone Tree, CO

AVAILABILITY

50% - 60%

ROLES & RESPONSIBILITIES

Eric will lead the alternatives site evaluation, projected future flows, design flow determination, phased capacity expansion, and CDPHE permitting requirements.



Travis McStraw, CFM, EIT Floodplain Advisor

Travis has extensive experience navigating FEMA floodplain permitting across Region 8 and within Colorado. He has led many hydraulic modeling efforts supporting no-rise certifications and FEMA map revisions, helping address complex floodplain constraints.

LOCATION

Lone Tree, CO

AVAILABILITY

30% - 40%

ROLES & RESPONSIBILITIES

As a Certified Floodplain Manager (CFM), Travis will help identify and mitigate floodplain risks early on in the project, anticipating potential permitting triggers before they impact schedule, funding, or public perception.



John Kuosman, PE, MBA Communications Support

John has more than 25 years of professional experience that includes serving at the Director level for two of the three largest clean water wholesalers in Colorado: Metro Water Recovery and South Platte Renew.

LOCATION

Lone Tree, CO

AVAILABILITY

20% - 30%

ROLES & RESPONSIBILITIES

John will work with Kurt to facilitate public outreach strategies. As the former program manager of the \$400M Northern Treatment Plant in Brighton, CO, John has extensive experience coordinating with stakeholder groups to drive alignment for infrastructure projects.

Team Introduction

Subconsultant Partners

Surveying

High Desert Surveying has over 25 years of experience as a land surveying company located in Grand Junction. High Desert Surveying will provide topographic, boundary, and utility data collection services to identify site constraints and property limits.

Due Diligence

If selected by the City, **Mesa Planning & Design** will perform land use due diligence for both proposed lift station sites to identify conditions that may impact development, including anticipated annexation, zoning, site plan approval, floodplain permitting, and potential subdivision requirements.

Data Collection

Kurt will coordinate with the **City's other consultant partners**, including RockSol Consulting Group for geotechnical services and the City's chosen flow monitoring consultant, to gather data for Phase 1.

Additional Support

AE2S is able to provide full-service construction-phase services, operations, and training support throughout the project. AE2S built the City's first lift station SCADA screens and will provide continuity for cellular cloud-based telemetry at the proposed lift station.

Capacity, Credentials, Experience, and References

Relevant Experience



➤ AE2S' experience translates directly into **reduced risk** and **better outcomes** for the City. Our work on lift station replacement, relocation, and consolidation projects equips the City with proven approaches to **site selection**, **hydraulic evaluation**, **stakeholder coordination**, and **cost control**.

OVERVIEW OF AE2S EXPERIENCE

 50+ Lift Stations Designed	0.07 gpm - 50 MGD Lift Station Capacity	5,000+ Miles of Pipe	2,500+ Miles of Easements Obtained
--	---	--------------------------------	--

Selected Lift Station and Force Main Experience

The following projects represent lift station and force main efforts that our proposed staff have supported in recent years. We will apply the experience and lessons-learned from these projects to align our team and the City to deliver a successful project. Detailed descriptions are included for select projects on the following pages.

NOTABLE DESIGN FEATURES AND SERVICES PROVIDED

- Bifurcated Wet Well Design
- Self-Cleaning Wet Well Design
- Above- and Below-Grade Pumping
- Hydraulic Analysis, Surge Modeling
- Floodplain Evaluation
- Backup Generation
- SCADA Integration
- Odor Control Systems
- Emergency Storage and Overflow
- Backup and Bypass Connection
- Force Main Design
- Corrosion Control
- Existing System Tie-Ins
- CDPHE and 1041 Permitting
- Funding Acquisition Support

KEY STAFF PROJECT EXPERIENCE

Fish Creek and Wapiti Lift Stations Estes Park, CO 2.6 and 8.5 MGD	Valley Oak Lift Station Consolidation Fort Collins, CO 0.5 MGD	Lake Road Lift Station Replacement* Grand Junction, CO 0.9 MGD
First Street Lift Station Lone Tree, CO 10 MGD	Ptarmigan Lift Station Improvements Fort Collins, CO 2 MGD	GVBPLS Replacement Feasibility Study* Grand Junction, CO 1 MGD
Two Rivers Lift Station Replacement Glenwood Springs, CO 1.1 MGD	Lift Station Alternatives Evaluation Colorado Springs, CO 2 MGD	Mesa Mall Lift Station Replacement* Grand Junction, CO 0.3 MGD
Southeast Service Area Lift Stations Maricopa, AZ 18 to 24 MGD	Lift Station SCADA/Telemetry Upgrades* Grand Junction, CO Multiple Sites	Tiara Rado Force Main Replacement* Grand Junction, CO 6.5 MGD

20+ Additional Lift and Pump Station Projects Completed ranging from 0.07 MGD to 24 MGD

*Completed with Kurt Carson during his tenure at Grand Junction

Team Experience and Collaboration

► Our proposed staff have led the successful planning and delivery of **dozens of lift station projects** throughout their careers. They are deeply knowledgeable with site selection and **public coordination efforts, hydraulic systems, and regulatory and floodplain permitting and requirements.**



Having planned, delivered, operated, and maintained nearly 30 lift stations across the City, **Kurt Carson** understands how decisions made during planning and design affect construction, commissioning, SCADA control, and, most importantly, the operators who care for these critical assets every day. He also provides ongoing project support for several of the projects listed with our proposed team and knows how to work with our team on lift stations.



Steve Ravel has served in a leadership and QA/QC capacity for each of the following lift station projects, coordinating with our team to provide engineering services and technical oversight.



Eric Hein has served as a technical lead for over a dozen lift and pump station projects and has worked with Steve and Kurt as the primary engineer for each of our representative projects.



Travis McStaw has supported numerous floodplain and stormwater planning efforts, including ongoing floodplain analysis for the Ptarmigan Lift Station in Fort Collins, CO.



John Kuosman has directly worked with the communities listed in this proposal and regularly delivers infrastructure planning and coordination support for strategic, multi-entity programs.

For information regarding project coordination, communication, and quality control, see **Strategy and Implementation Plan.**

Relevant Project Experience and References



South Fort Collins Sanitation District Valley Oak Lift Station Relocation & Consolidation

CLIENT CONTACT

Randy Kenyon, District Engineer
2560 E County Road 32, Fort Collins, CO 80528
970-226-2484 x103 | rkenyon@sfcscd.net

- Evaluation and design of a 0.5 MGD lift station and dual force mains that will replace two existing aging lift stations.
- Coordination with the City of Loveland, the NFRWQPA, Colorado Parks and Wildlife, and CDPHE to secure approvals for site location, design, and existing facility decommissioning.
- Lift station design incorporates duplex submersible pumps, prerotation basins, and a 40-foot deep Armorock polymer concrete precast wet well.
- Pipeline design includes parallel 1,800-foot force mains, gravity pipeline connections, and manhole rehabilitation.

Key Personnel Involved

Steve Ravel - Project Manager, QA/QC
Eric Hein - Technical Lead
Kurt Carson - Permitting

Project Duration

2024 - Ongoing

Project Challenges & Solutions: Relocation into a Neighborhood

Valley Oak Lift Station will be relocated to an upscale residential area. A critical focus for this project was designing the lift station for reduced visibility and increased odor control to limit disturbances to residents. The lift station will include perimeter walls with architectural detailing that allows it to blend in with the surrounding houses.

AE2S • Relevant Experience



Upper Thompson Sanitation District Fish Creek and Wapiti Lift Stations

- Planning, design, and permitting of two new lift stations and associated emergency storage, interceptors, and force mains with peak design capacities of 2.6 and 8.5 MGD.
- Design including process, civil, structural, electrical, and instrumentation and controls for the two new lift stations as well as a new 2 MGD biological nutrient removal (BNR) and membrane bioreactor (MBR) water reclamation facility.
- Lift stations feature suction lift pumps, bifurcated self-cleaning wet wells, odor control, dedicated electrical and workshop/storage rooms, emergency storage, redundant force mains, architectural aesthetic buildings, and associated site work.

CLIENT CONTACT

Suzanne Jurgens, District Manager
2201 Mall Rd, Estes Park, CO 80517
970-586-4544 | suzanne@utsdco.org

Key Personnel Involved

Steve Ravel - Project Manager, QA/QC
Eric Hein - Lift Station Lead
Kurt Carson - Project Engineer

Project Duration

2022 - Ongoing

Project Challenges & Solutions: **Community Buy-In**

The two lift stations will be located in visible areas within Estes Park. In order to drive community acceptance of the new facilities, our team worked with Short and Brennan Architects (proposed for Phase 2 of this project) to create renderings of the lift stations demonstrating how the stations would look in the environment. This outreach approach helped secure buy-in during site selection and permitting.



South Fort Collins Sanitation District Ptarmigan Lift Station Improvements

- Assessed the existing Ptarmigan lift station and force main to determine its ability to meet current and future build-out peak flows through hydraulic modeling, pump performance evaluation, and condition assessments.
- Identified and evaluated force main capacity alternatives for projected build-out flows (4 to 7 MGD), including multiple pipeline sizing and redundancy scenarios, and analyzed short- and long-term conveyance improvements.
- Developed recommended short- and long-term improvements such as force main upsizing, valve replacements, ferric dosing optimization, and emergency storage, along with opinion of probable total project costs and an implementation schedule.
- Completing the replacement of existing 10-inch force main with dual 16-inch force mains. The design includes 375-foot jack-and-bores for two 24-inch casings under I-25.

CLIENT CONTACT

Randy Kenyon, District Engineer
2560 E County Road 32, Fort Collins, CO 80528
970-226-2484 x103 | rkenyon@sfcasd.net

Key Personnel Involved

Steve Ravel - Project Manager, QA/QC
Eric Hein - Project Engineer
Travis McStraw - Floodplain Support

Project Duration

2023 - Ongoing

Project Challenges & Solutions: **Land Acquisition & Planning**

Ptarmigan Lift Station is located near the Cache la Poudre River, placing it within the 100-year floodplain. In order to plan for flood requirements, the design incorporates emergency storage using collection interceptors and a future emergency storage basin. As a result, the site selection process required additional planning to accommodate increases to the footprint of the lift station. The team evaluated land constraints in consideration of construction staging, future expansion, and operational access.

Qualifications, Experience, References, and Capacity

Problem Solving and Risk Management



► Our experience reflects challenges similar to those facing the City: **site constraints, permitting complexity, operational risk, and community sensitivity**. Our experience will directly inform the City's **risk mitigation strategies** and **decision-making**.

Addressing Project Challenges

Kurt brings rare, system-level insight into Grand Junction's lift station portfolio. He has seen firsthand how early assumptions about site layout, access, emergency storage, redundancy, and controls can simplify or complicate long-term operations. As a result, our team brings lessons learned from what has worked well and where early clarity could have avoided downstream cost, risk, or operational burden.

Contextualizing Recommendations within the City: Kurt's familiarity with the City's lift station standards, SCADA architecture, maintenance practices, and staffing realities will help us quickly distinguish between theoretically viable alternatives and those that will perform reliably within the City's operational framework. Kurt's familiarity with the City reduces the risk of advancing alternatives that appear attractive on paper but introduce long-term challenges related to maintainability, safety, response time, or consistency with the City's broader asset management strategy.

Backed by a Depth of Lift Station Experience: Our proposed team applies comparative insight from dozens of lift station projects, relocations, consolidations, floodplain-constrained sites, and high-visibility community settings to help the City anticipate challenges that may not yet be apparent. This combination of internal system knowledge and external benchmarking allows Phase 1 to move with greater confidence, avoiding common pitfalls.

Why Choose AE2S?

Together, Kurt's Grand Junction-specific program experience and AE2S' lift station expertise significantly de-risk Phase 1. The result is a more efficient Phase 1 process that surfaces clarity sooner, supports defensible decision-making, and positions the City to move into Phase 2 with confidence that selected alternatives will perform across the full life cycle of Grand Junction's lift station goals.

Lessons Learned

Lake Road Lift Station Replacement

During Kurt's tenure as the City's wastewater services division manager, he was involved in the Lake Road Lift Station replacement. This project had several issues that led to major delays and cost increases.

► Property Owner Resistance to the Project

The project team primarily focused on the technical engineering and did not consider community concerns. This led to major public backlash during the first community meeting, delaying the project by many years due to a need for relocating the site.

Lesson Learned: Engage the public early in the site selection process and incorporate stakeholder concerns into evaluation criteria.

► Coordination with Impacted Agencies

The project did not account for several jurisdictional impacts, including addressing road transfers, boundary and right-of-way issues, a land swap, tree impacts, land acquisition, and site annexation.

Lesson Learned: Work with jurisdictional entities to identify concerns that impact site selection.

► Low Construction Cost Opinions

The original Opinion of Probable Construction Cost (OPCC) for the lift station was about \$2M. The 90% OPCC was at over \$10M. As design progressed, the budget was increased numerous times, which created friction with City stakeholders.

Lesson Learned: Validate cost opinions early to support adequate budgeting and maintain stakeholder trust.

Section 4

Strategy and Implementation Plan

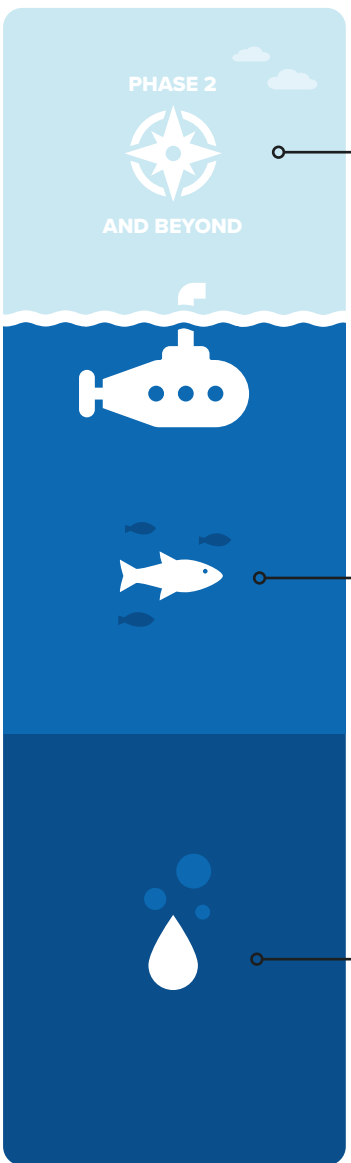


Approach to Service Delivery



Delivering Like a Submarine

► Our “**deliver like a submarine**” approach will intentionally **balance technical evaluation criteria** with **stakeholder constraints** before synthesizing recommendations in a way that **clearly communicates a path forward**. This approach allows the City to rise to the challenge of delivering lasting value in Phase 2 of the project.



The Periscope: Offering a Clear Path into Phase 2

We will complete an evaluation that incorporates stakeholder needs and hydraulic considerations. We recognize that an important outcome of this evaluation is an actionable plan that will be presented confidently to the Persigo board, the community, regulators, and partner agencies. Our approach translates a detailed technical framework into a final deliverable that distills analysis and stakeholder input into a clear and accessible product. This evaluation TM will support informed decision making and effective communication.

Depth 1: Engaging Key Stakeholders

The evaluation extends beyond just hydraulic analysis. For recommendations to succeed in practice, they must align with permitting requirements, reflect input from operations and maintenance staff, consider objections from community members, remain within budget, and support effective outreach to property owners for property acquisition. We will implement a proactive communications strategy that engages key stakeholders early and consistently by asking the right questions at the right time.

Depth 2: Hydraulic Evaluation

Alongside stakeholder engagement, we will complete a comprehensive hydraulic evaluation to inform key decision-making factors related to the lift station. After completing the initial flow analysis and refining alternatives, we will engage Eric Hein, our Technical Lead, to evaluate design considerations such as pump type, emergency storage, and pump and force main sizing. With over 20 years of experience leading lift station and pump station design, Eric brings a focused understanding of where technical effort is required and how to identify and mitigate project constraints and incorporate stakeholder feedback.

Strategy and Implementation Plan

Coordination and Communication

► Our approach to coordination and communication will **prioritize stakeholder alignment**, which will be critical to advancing the project. We will work with **City staff, regulators, property owners, and community stakeholders** to foster input and approvals through a clear understanding of the project.



2763 C 1/2 Road Open Space Site

This site is located on an open space outside of City limits and will be transected by the future **Riverfront Trail system**.

Community Members: Open space, parks, and future Riverfront Trail users are invested in the trail corridor, and the proposed lift station may be deemed unsightly. This site location would require community buy-in and aesthetic considerations.

Colorado Parks and Wildlife (CPW): This location requires significant coordination with Colorado Parks and Wildlife for property acquisition. CDPHE regulation 22 requires the City to maintain legal control of the site for the life of the project. It may make securing an appropriate easement or land acquisition more complex from CPW.

City of Grand Junction Forestry Board: Constructing the lift station here will require removal of numerous mature cottonwood trees for construction and access, facilitating input and coordination with the City's Forestry Board.



2768 C 1/2 Road Industrial Site

This site is located in a **privately-owned, industrially-zoned** parcel outside of City limits in Mesa County.

Private Property Owner: This site is owned by Trent Spendrup, who owns the Spendrup Fan Company and 2768 C 1/2 RD LLC. A critical constraint in selecting this site is willingness of Mr. Spendrup to sell a portion of this property to the City.

AE2S Differentiator Focus Beyond the Technical

We recognize how important early stakeholder coordination will be to successfully completing this project. In the past, community members have issued complaints about lift stations related to the noise and smell of generators, the aesthetics of lift stations in visible areas, and the interruptions and tree trimmings required for truck access. We will consider community impacts in selection criteria and facilitate early forums and communication strategies to build community confidence in addressing concerns.

Outreach Efforts

► The City will lead outreach for this project, bringing **established relationships** and **community trust**. Our role is to provide the **technical, operational, and communication support** that strengthens those efforts—helping the City engage stakeholders with **clarity, credibility, and confidence** at key decision points.

Permitting will be one of the most schedule-sensitive parts of this project. AE2S will take a proactive, coordinated approach to guide the City through required approvals. Our team will manage regulatory, floodplain, land use, and property-related approvals in parallel with design so that permitting requirements are addressed early and incorporated directly into the contract documents. This approach reduces delays, limits redesign, and gives the City clear visibility into permitting risks and milestones.

Property Owners

The project team will begin with property owner meetings involving CPW (who owns the open space) and Trent Spendrup (who owns the industrial site). The purpose of the meetings is to understand each property owner’s willingness to grant easements and/or sell a portion of their property for construction of the lift station. The property owner discussion will help identify key inputs and concerns from both parties and will inform potential schedule and cost impacts associated with property acquisition.

Community Engagement

Community engagement will consist of an online survey and/or neighborhood meeting to gather input from individuals who live and work in the immediate vicinity of the proposed sites. The goal is to understand community concerns and priorities, which will inform both the site selection criteria and the weighting of those criteria. Mailers will be sent to property owners and residents within a half-mile radius, inviting them to complete the survey and attend an open house. Targeted addresses include 2759 C ½ Road; residents on the Skinner property; residents at The Eddy; 2773, 2777, and 2770 C ½ Road; 356 27 ½ Road; 355 Indian Road; and others within a defined radius.

Jurisdictional Groups

Stakeholder engagement will also be conducted with agencies and organizations that may be affected. The purpose of this outreach is to gather input on the criteria that may be used to evaluate and rank potential site locations. Key stakeholders include Rob Davis, City Forester; Ken Sherbenou, Parks and Recreation Director (with considerations related to the Riverfront Trail, adjacent Skinner property, and Los Colonias); and representatives from The Eddy. Stakeholder feedback will help shape the technical, environmental, and community-based considerations implemented in site selection.

AE2S Differentiator Deliverables Tailored for Stakeholder Coordination

Intentional stakeholder-alignment and endorsement has proven to be a critical step to driving successful capital improvement programs. AE2S customizes our deliverables, beyond traditional reports and plans, to include interactive facility walk-throughs, GIS story maps, executive summary magazines, social media platforms, and video presentations. Graphic-rich and story-focused deliverables help foster alignment and endorsement within non-technical audiences to influence funding support, timely permitting approvals, and overall project success.



Preliminary Engineering Report, Pilot Study, and Basis of Design Summaries

Strategy and Implementation Plan

Site Constraints and Permitting



► **Permitting and site constraints often drive cost and schedule** more than engineering. By identifying land use, annexation, floodplain, and regulatory considerations during Phase 1, we can help the City **avoid surprises** and **select alternatives that are realistically implementable**.

Annexation and Due-Diligence Requirements

As a value-added option, we can engage our subconsultant partner Mesa Planning & Design to guide the project through City and County planning and development processes. They will conduct land use due diligence for both proposed sites, including annexation, zoning, site plan approval, subdivision requirements, and applicable overlay districts. Mesa Planning & Design will schedule and attend meetings with the City of Grand Junction Community Development Department and prepare a due diligence and entitlement report that clearly outlines planning approvals required prior to construction. An annexation and due-diligence process will give the City a clear understanding of land use conditions and help inform the final site selection.

Regulatory Permitting

Regulatory permitting with the Colorado Department of Public Health and Environment (CDPHE) will be led by Eric Hein, with support from Kurt. AE2S has extensive experience with CDPHE Regulation 22, Section 22.9, and Chapter 4 of the Wastewater Design Criteria Policy, which govern lift station siting, redundancy, and reliability. Our team will prepare and coordinate required CDPHE applications, technical memoranda, and supporting calculations, and will work directly with CDPHE reviewers to address comments efficiently.

Colorado Parks and Wildlife Coordination

If the selected site requires coordination with Colorado Parks and Wildlife (CPW), AE2S will support the CPW approval process related to easement acquisition and siting of the lift station on CPW property. Our team will coordinate technical information, layout alternatives, and supporting documentation for CPW review, and will work collaboratively to review and respond to environmental, access, and long-term operational considerations.

Coordination with Prior Studies

Our team will build on past and ongoing studies to drive forward Phase 1, including:

- **Wastewater Flow Monitoring Services**, which are expected to be completed in late June, to validate current maximum daily flow requirements at the lift station.
- **City of Grand Junction 2022 Lift Station Assessment Report**, which identify concerns related to operations, maintenance, and safety when developing the new station.
- **2020 One Grand Junction Comprehensive Plan** for future land use, long term growth rate, and capacity at buildout. The plan will also support development of calculations for future flows and expansion triggers.
- **2020 Comprehensive Wastewater Basin Study Update**, which aligns with capacity upsizing and confirm the contributing area of the lift station.
- **Grand Valley Byproducts Lift Station Replacement Feasibility Study**, which identifies design constraints and will align our evaluation with previously-made decisions regarding site feasibility and development.
- **Operational and SCADA Standards** for controls, telemetry, alarms, and response protocols to integrate with the City's existing SCADA environment.
- **Institutional Knowledge** including review processes and decision pathways to streamline coordination.

Floodplain Considerations

► Floodplain considerations will be a **key driver for site selection**—the open space site in particular poses risks given its proximity to the **regulatory floodway, deeper floodplain limits, nearby wetlands,** and higher likelihood of **federal permitting requirements** and **conservation-sensitivity challenges.**

Regulatory Permitting

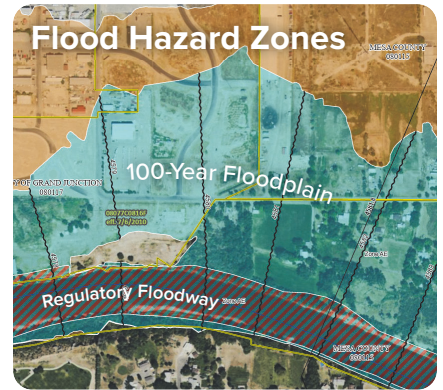
The Proposed sites are located within the mapped 100-year floodplain (Zone AE); however, the Open Space Site lies immediately adjacent to the adopted Regulatory Floodway and within deeper floodplain limits along the Colorado River corridor. From a permitting standpoint, there are effectively two approval paths:

1. If hydraulic modeling demonstrates the project causes no increase in flood elevations (“no-rise”), approval remains at the County level, resulting in a predictable timeline, standard review process, and minimal federal involvement.
2. If hydraulic modeling demonstrates that the project results in flood elevation rise, FEMA approval through a Conditional Letter of Map Revision (CLOMR) will be required before construction can begin. This federal review can delay the project 9 to 12 months, requires additional technical documentation and public notification to nearby property owners, and increases the risk of redesign or mitigation.

A final Letter of Map Revision (LOMR) following construction will add an additional 9 to 12 months of federal review and will be required regardless of which approval path the project follows. These delays could affect funding cycles, contractor availability, and construction costs. Because the lift station qualifies as a critical facility, it must also be elevated at least two feet above the Base Flood Elevation with dry emergency access and further constraining design flexibility, particularly in deeper floodplain areas. The Industrial Site, being further removed from the regulatory floodway and located in shallower flood fringe limits, improves the likelihood of remaining on the County-level approval path and avoiding extended federal coordination.

Wetlands and Stakeholder Coordination

Beyond floodplain considerations, the Open Space Site presents additional regulatory and public-facing risks. Its proximity to mapped wetlands and the Colorado River corridor increases the likelihood of US Army Corps of Engineers (Section 404) permitting, potential wetland mitigation requirements, and associated cost and schedule uncertainty. Development within a conservation-sensitive river corridor also elevates the probability of public scrutiny and stakeholder opposition, particularly given required FEMA notifications if floodplain modifications occur. These factors introduce greater visibility, higher permitting complexity, and reduced design flexibility for grading and access improvements. In contrast, desktop review indicates the Industrial Site does not contain mapped wetlands within the anticipated development footprint and is less constrained environmentally.



Both sites are located in the **100-year floodplain.** The open space site along the Colorado River may require additional **FEMA approvals** and **flood design requirements** given its proximity to the river.



The Open Space Site may require **404 permitting** and **wetland mitigation.** Given conservation-sensitivity, there is an increased likelihood of **public scrutiny** and **stakeholder opposition** at this site.

Strategy and Implementation Plan

Hydraulic Evaluation and Site Selection

➤ AE2S will establish quantitative **boundaries around flow conditions, system hydraulics, pump performance, and emergency storage requirements** to define what is feasible. This approach reduces uncertainty by constraining Phase 1 alternatives to a set of **hydraulic, operational, and regulatory requirements**.

Technical Lead Eric Hein will apply more than two decades of experience in lift station design to evaluate pump types, sizing, storage requirements, and other key technical criteria. Eric's experience will inform a structured hydraulic evaluation process.

Evaluation Focus and Value Provided	Specific Tasks Conducted
<p>1 Establish Flow Conditions and Capacity Expansion Phasing</p> <p>Alternatives will be evaluated against realistic current and future flow conditions, reducing the risk of under- or over-sizing infrastructure. These hydraulic results will help plan for expansion in the future.</p>	<ul style="list-style-type: none"> • Develop Defensible Future Flow Projections based on the results of the City's flow monitoring efforts, development, land use densities, per-capita demands, and long-term growth rates included in the most recent Comprehensive Plan. • Define Expansion Phasing Requirements, including increases to the lift station footprint for tie-in locations and additional pumps and wet well volume.
<p>2 Evaluate Hydraulics and Capacity</p> <p>System curves will support decision making for pump sizing, force main diameters, and operating points that maximize efficiency and reliability while meeting minimum cleansing velocity requirements.</p>	<ul style="list-style-type: none"> • Develop Existing and Projected System Curves using key parameters including existing and new force main alignment alternatives and diameters, control elevations, average daily flow, and peak hourly flow.
<p>3 Assess Pump Run Times and Cycling Performance</p> <p>Completing run time and cycling assessments will promote long-term equipment reliability and reduced maintenance for pumps while defining emergency generation, power supply, and controls requirements.</p>	<ul style="list-style-type: none"> • Complete Design Checks to confirm that wet well storage supports minimum run times, limits excessive starts, and avoids prolonged cycle durations that accelerate wear. • Define Electrical Requirements including preliminary electrical loads, new service feeds, transformer upgrades, and SCADA considerations required to monitor and operate pumps.
<p>4 Evaluate Emergency Storage Capacity</p> <p>An emergency storage evaluation will support our ability to recommend a solution that meets requirements for adequate protection against sanitary sewer overflows.</p>	<ul style="list-style-type: none"> • Assess Emergency Storage to meet CDPHE requirements at projected peak hour flow, as well as the City's operational needs based on realistic response times for restoring power, addressing mechanical failures, or deploying temporary bypass pumping. This evaluation will incorporate storage in wet wells and upsized upstream gravity mains, supplemented with overflow tanks or basins.

Alternatives Evaluation for Site Selection

➤ **A data-driven approach** to alternatives scoring will provide the City with a defensible basis for decision-making. This approach **helps reduce uncertainty** and **positions the City to invest strategically** in infrastructure that delivers long-term value **without reopening fundamental questions** in Phase 2.

EXAMPLE ALTERNATIVES EVALUATION TABLE

Evaluation Criterion	Weighting Factor ¹	Alternatives			
		Open Space Site		Industrial Site	
		Rank ²	Score ³	Rank ²	Score ³
Technical Feasibility	X	X	X	X	X
Operations and Maintenance	X	X	X	X	X
Environmental, Floodplain Impacts	X	X	X	X	X
Property Acquisition Considerations	X	X	X	X	X
Community Impacts	X	X	X	X	X
Risk Identification	X	X	X	X	X
Total Score		-	X	-	X
AACE Class IV Opinion of Probable Cost ⁴		\$X.X Million		\$X.X Million	
20-Year Present Worth ⁴		\$X.X Million		\$X.X Million	

¹**Weighting:** Scale of 10 (most important) to 1 (least important)

²**Rank:** Scale of 10 (best) to 1 (worst)

³**Score** = Weighting Factor × Rank

⁴**Costs** are presented in current dollars

Evaluation Scoring and Criteria

Each alternative will be evaluated independently using a consistent set of evaluation criteria. Evaluation criteria and their relative weighting will be developed in coordination with the City, which will align the evaluation to reflect priorities such as reliability, operational flexibility, risk reduction, and constructability.

For each evaluation criterion, alternatives will receive a rank (e.g., 1–10, where 1 represents worst and 10 represents best). The evaluation criteria score for an alternative will be calculated by multiplying its weighting factor by the assigned rank. The sum of scores for each alternative will represent the alternative’s total score.

Conceptual Level Design

The analysis will be supported by conceptual designs for each alternative, including site layout and footprint, force main routing, pumping and electrical concepts, and emergency power and controls. Risk-based criteria (such as redundancy, operational resilience, and consequences of failure) are critical to the final scoring, keeping the preferred alternative aligned with goals while minimizing long-term operational risks.

Strategy and Implementation Plan

Phase 2 Design Considerations

➤ Once we set a direction in Phase 1, our team will carry that momentum through **design review, regulatory approval, bidding, construction, commissioning, SCADA integration, and ongoing operations**—ensuring decisions made in Phase 1 continue to pay dividends throughout the project lifecycle.

During Phase 2, AE2S will prepare a comprehensive Basis of Design Report and a set of contract documents (drawings and specifications) for the lift station and associated force main. Our engineering team will advance force main analysis and design, while structural, electrical, and controls staff complete the drawings for buildings, foundations, power, instrumentation, and SCADA integration. Equipment layouts and piping configurations will be designed to support future capacity expansion and potential chemical dosing, allowing for operational flexibility.

IN-HOUSE CAPABILITIES

Permitting Support



EI&C Engineering



Structural Engineering



Mechanical Engineering



SCADA Integration



Services During Construction



Commissioning and Startup



Engineering and Supporting Capabilities

AE2S has in-house expertise to design required site improvements, including access roads, utilities, yard piping, security fencing, lighting, and stormwater management that meets City, state, and federal requirements, including floodplain regulations if applicable. Our permitting specialists will prepare and support required CDPHE, local, state, and federal permit applications along with the necessary studies, exhibits, and calculations. We will support the City through 30%, 60%, and 90% design reviews, providing clear responses to comments, updated opinions of probable construction costs, and realistic project schedules. Beyond design, AE2S is also able to provide comprehensive support through bidding, construction, and startup.

Ongoing Stakeholder Engagement

Equally important, Phase 2 is where the stakeholder trust earned during Phase 1 must be actively maintained. AE2S will support the City by providing clear status updates, decision context, and advance notice of upcoming milestones so stakeholders—including regulators, property owners, operations staff, and internal City leadership—remain informed and engaged. By carrying forward the same technical narratives, assumptions, and rationale established in Phase 1, we will minimize re-evaluation of prior decisions, reduce friction at review gates, and reinforce trust in both the City's leadership and the project direction.

AE2S Differentiator Full-Service Design Engineering Expertise

AE2S offers a fully integrated, in-house, multidisciplinary team to deliver Phase 2 Engineering Services. Our staff includes experienced civil, structural, electrical, controls, SCADA, and hydraulic engineers, as well as permitting specialists and construction support professionals. Our integrated approach allows AE2S to manage the full design and delivery process efficiently, maintain clear coordination across disciplines, and provide the City with a single, accountable engineering team from design through startup.

Key Areas of Focus

► Our Phase 2 focus areas will align the new facility with **established standards, support operators in the field,** and help it **perform reliably** within the context of the City’s broader lift station program.

Operations and Maintenance (O&M) Safety

Lift stations are among the most hazardous facilities for O&M staff. Crews often respond alone or with limited support, at night or during storms, and at remote sites. These conditions increase risks from traffic, confined space entry, and hazardous gas, while limiting access to tools, equipment, and backup staff. For this reason, AE2S will design the new lift station with safety as a top priority, with a clear focus on making it easier for operators and maintenance staff to do their jobs safely and efficiently. During Phase 2, our team will apply principles from the hierarchy of controls to eliminate or reduce hazards, focusing on driving safety through design.

Safety Areas of Focus

- Safe Lock Out and Tag Out
- Pump Removal and Fall Protection
- Reduced Confined Space Risks
- Hazardous Gas Detection and Mitigation
- Traffic Considerations for Staging and Access
- Security (Fencing, Controlled Access, Clear Sightlines)
- High Visibility and Lighting

Corrosion Resistance

Proposed design staff, Cody Allen, holds a PhD focused on microbial-induced and H₂S-induced corrosion and has significant experience developing corrosion protection strategies for wastewater infrastructure. Cody will identify options for corrosion resistance in the proposed lift station, including liquid-phase chemical treatment, structural barriers, vapor-phase treatment, and mechanical and operational solutions. As an example, we have recently incorporated an Armorock corrosion-resistant wet well in the design of a lift station replacement in Northern Colorado.

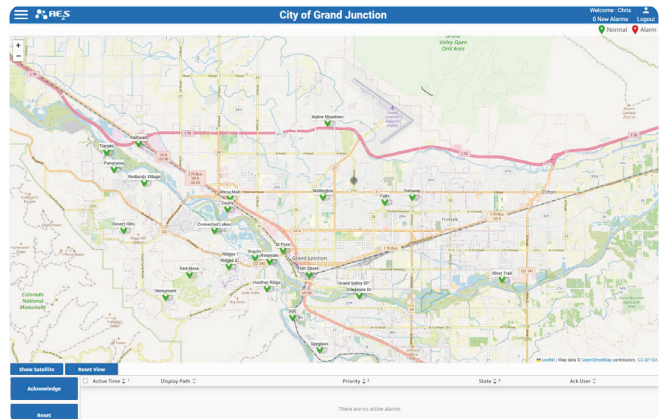
Persigo SCADA System Integration

As part of a prior contract with the City, AE2S has integrated all of the City’s lift stations into Persigo’s cloud-based SCADA system (including the existing Grand Valley Byproducts Lift Station). AE2S manages the cellular connectivity and hosts the Cloud SCADA application that monitors and provides historization and alarming for these 26 lift stations. We will apply our experience working with the City’s I&C system to integrate with Persigo’s Asset Management program.

AE2S Differentiator

O&M Staff Perspectives

We will engage collection system O&M staff to provide critical insight into system reliability, accessibility, staffing concerns, and long-term operability challenges. Our team will work with operations staff using questionnaires and review workshops to develop the historical knowledge of operating conditions at lift stations (good and bad), and operational needs and desires associated with new infrastructure and equipment. As a former operator, Kurt will help facilitate interactions with operations staff to identify maintenance, access, security, and safety concerns when considering alternatives and completing design.



AE2S currently supports SCADA integration of the City’s lift stations, providing cellular monitoring for 26 sites.



AE2S has experience **designing lift stations** to mitigate operation outages during construction, provide redundant pumping capacity, include emergency power, address floodplain concerns, and incorporate odor, noise, and aesthetic measures to **support long-term performance and community compatibility.**

Switchover of Pump Stations

Replacement of the existing lift station will require careful planning to maintain continuous service throughout construction and switchover. Phasing strategies should prioritize uninterrupted operation, including temporary bypass pumping, sequencing of new wet well and force main connections, and coordination of shutdown windows to minimize outages.

Electrical Design and Emergency Power

With in-house electrical engineering resources, AE2S will appropriately size motor control centers (MCCs), variable frequency drives (VFDs) where appropriate, and surge protection to safeguard equipment. Standby emergency power (typically via a permanently installed generator sized for firm capacity) will also be incorporated to maintain pumping during utility outages. Automatic transfer switches (ATS), fuel storage capacity, ventilation, and routine testing provisions will be considered when planning for emergency power.

Floodplain Considerations

With both lift station sites in the 100-year floodplain, the AE2S design team will incorporate several flood protection considerations when designing the new facility. For example, we will place electrical panels, standby generators, and controls above the regulatory flood elevation. Additionally, site grading and drainage will be designed to limit floodwater from entering the wet well or equipment areas and allow for access during flooding events.

Alignment with Grand Junction Standards

Adherence to Grand Junction’s established lift station standards promotes consistency, operational familiarity, and long-term maintainability across the collections system. Design alignment with existing lift stations—including preferred pump manufacturers, control strategies, telemetry integration, wet well configuration, and site layout—helps enhance operator efficiency by creating consistency with existing facilities.

Firm Capacity and Redundancy

The lift station should be designed to meet firm capacity requirements, defined as the peak design flow with the largest pump out of service. This redundancy approach will help maintain reliable operation during maintenance or unexpected equipment failure. Pump selection, wet well sizing, and force main design will be evaluated to balance hydraulic efficiency, solids handling capability, and operational flexibility.

Odor, Noise, and Architectural Concerns

Given the proximity to residences, designing to mitigate odors, noise, and visual impacts will be essential to the chosen site. Odor control strategies may include sealed wet wells, passive carbon filtration units, or active odor control systems where warranted. Noise attenuation can be achieved through submersible pumps, acoustically rated enclosures, generator silencers, and strategic equipment placement. Architectural treatments, landscaping, and screening can be incorporated to blend the facility into the surrounding environment and align with community aesthetics. These considerations will help reduce community concerns and enhance public acceptance of the new facility.

Strategy and Implementation Plan

Project Execution and Quality Control

► Our project execution and quality control approach is grounded in **collaboration, clear communication, and transparency**. We will create a team environment where expectations are shared, challenges are addressed directly, and quality outcomes are achieved through collective ownership and trust.

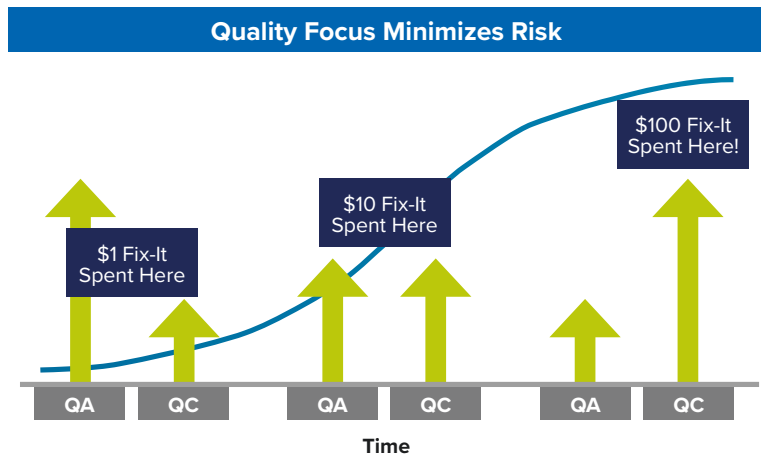
Project Leadership Philosophy

Project leadership means actively going beyond traditional project management approaches and driving engagement by:

- ✓ Chartering the team with a shared purpose and vision on how to achieve compliance with the schedule and deliverables.
- ✓ Protecting the project team’s availability and engagement, including removing project team members who are not available or engaged.
- ✓ Intentionally delegating decision-making authority to team members closest to the relevant and critical information.
- ✓ Being direct and sharing demands on team member time and scheduling key milestones to reflect team member demands. If the “other” demands are too great, then finding additional resources. Clarity is kindness.
- ✓ Driving interim milestones and gaining float on interim milestones for disciplined delivery.
- ✓ Prompting the City well in advance of key milestones and decision points so you are ready and informed to make required decisions.
- ✓ Escalating issues quickly to avoid derailment.
- ✓ Conducting workshops founded on a well-scripted agenda that result in decisions made and actions taken.

Project Kickoff and Planning

AE2S will engage with City staff to clarify project objectives, deliverables, and constraints. We will prepare a project management plan (PMP) that aligns expectations for communication, quality management, and delivery. From the outset, we will align the project with permitting requirements and public agency coordination to avoid delays or rework later on.



Quality Management

Quality Assurance: Our experience has shown that risk and costs are minimized by establishing the correct direction of the project at the onset. For every project, we conduct the first QA review with a challenge to the Project Manager to assemble the right project team. The next QA event will occur during scoping and contract negotiations and will focus on developing the right project scope.

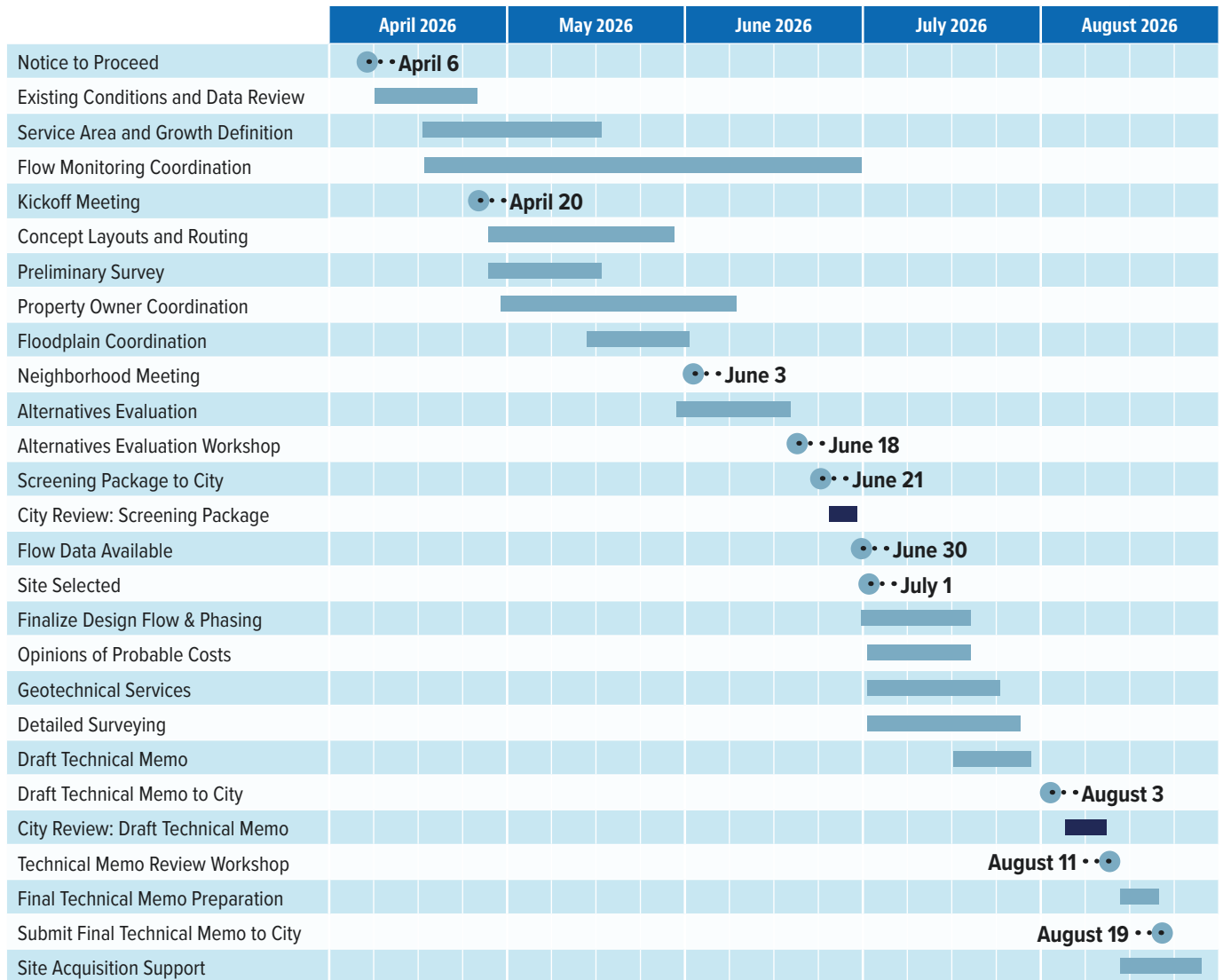
Quality Control: QC is performed throughout and is intensive during the latter parts of the project, as reviewing calculations and checking deliverables for correctness becomes critical. This will include keeping our Project Manager, Kurt Carson, current on activities and progress via regular project status updates. All deliverables will be reviewed by Kurt and our QA/QC lead, Steve Ravel, to drive quality, consistency, and completeness of planning and design documents.

Strategy and Implementation Plan

Project Schedule



Phase 1 services will be completed within 110 working days of contract execution (with an estimated notice to proceed date of April 6, 2026). Work will begin with project kickoff, data collection, and survey mobilization, followed by early development of constraints and conceptual layouts for both alternative sites. Design flow determination will be coordinated in parallel with alternatives development and will be paced to accommodate the City’s separate flow monitoring effort. The Draft Technical Memorandum (TM) will be prepared and submitted prior to final flow monitoring results so that the overall schedule remains on track.



Flow monitoring: contract executed March 27, 2026; final report due June 26, 2026.
 Draft TM will be submitted before flow report is received. The final week is reserved for flow updates and finalization.

Strategy and Implementation Plan

Efficiency and Risk Management



► Efficiency is about **removing obstacles** before they slow the project down. Our approach focuses on **identifying uncertainty early** and **managing it deliberately** so that Phase 1 decisions translate into progress in Phase 2.

The following table describes a few of the major potential project impacts related to technical, regulatory, and site-related concerns alongside the measures we propose to maintain schedule, scope, and cost in response to these risks. By systematically identifying and registering risks at the start of the project and actively tracking them throughout each milestone, we can help minimize disruptions and maintain forward progress toward a successful Phase 2.

Overview of Potential Project Impact	Risk and Mitigation Strategy
<p>1 Contributing Service Area Inconsistency</p> <p>Upon an initial review, there appears to be inconsistency between the contributing service area in the Carollo feasibility report and the City’s GIS maps. The 2020 Master Plan suggests the City’s GIS maps might be incorrect and includes an unknown interconnect between the Central Grand Valley sewershed and Fruitvale sewershed.</p>	<ul style="list-style-type: none"> • Risk: If the City’s GIS sewer mapping or masterplan data of the upstream sewer system isn’t accurate, it may cause incorrect sizing of the lift station. • Mitigation: Complete a field investigation of the upstream sewer collection system to determine contributing service area. The field investigation shall include flow monitoring, pump run times, and dye testing to confirm the upstream sewer network.
<p>2 Stakeholder Concerns</p> <p>Potential noise and odor impacts, aesthetic concerns, and natural area impacts may generate complaints from nearby residents, businesses, and agencies. The proximity of the proposed site to residential areas heightens sensitivity and may increase public scrutiny.</p>	<ul style="list-style-type: none"> • Risk: Disturbances to the proposed sites could result in stakeholder opposition, permitting challenges, or inability to acquire land or easements. • Mitigation: Engage with public stakeholders as soon as possible to facilitate feedback about the project and garner buy-in.
<p>3 Data Limitations for Wet Weather Flow</p> <p>The wet weather peak hour flows will impact the volume of the emergency overflow storage and station sizing. The City is completing flow monitoring during a period of time when there may not be rainfall to measure wet weather flows.</p>	<ul style="list-style-type: none"> • Risk: The City’s flow metering efforts may not capture a storm event, leading to incomplete data for sizing emergency storage. • Mitigation: We can evaluate pump run times during a wet weather event at the existing lift station to calculate flow based on wet well volumes.
<p>4 Property Planning and Development</p> <p>The City will be required to complete an extensive planning and development process for the proposed properties, including annexation, rezoning, subdivision of parcels, etc.</p>	<ul style="list-style-type: none"> • Risk: Permitting delays may impact the project schedule. • Mitigation: We are engaging Mesa Planning & Design (if the value-added option is approved by the City) to provide due diligence and permitting support to help maintain momentum during property acquisition.

Overview of Potential Project Impact	Risk and Mitigation Strategy
<p>5 Inability to Acquire Land or Easements</p> <p>The project requires securing property or easements at the proposed lift station sites. If landowners are hesitant or unwilling to sell or grant access, the project may face significant obstacles.</p>	<ul style="list-style-type: none">• Risk: Site negotiations or untimely acquisition can lead to schedule impacts, cost escalations, and strained community relations.• Mitigation: We will proactively engage property owners and focus on transparent communication. We can also complete parallel site assessments at additional locations, if necessary.
<p>6 Overlaying of C ½ Road by Mesa County</p> <p>Mesa County is planning an asphalt overlay project on C ½ Road during the same general timeframe as Phase 2 of the lift station replacement.</p>	<ul style="list-style-type: none">• Risk: Both projects involve work zones, traffic control, and potential lane restrictions in the same corridor, and overlapping schedules may create delays and operational conflicts.• Mitigation: We will coordinate with Mesa County to adjust project sequencing and/or complete joint traffic management planning to minimize impacts.
<p>7 Construction Cost Uncertainty</p> <p>Recent years have shown a significant inflation in construction costs due to higher material and labor costs, supply chain disruptions, and regulatory compliance requirements.</p>	<ul style="list-style-type: none">• Risk: Opinions of Probable Construction Costs (OPCC) do not accurately reflect market conditions, leading to inadequate budgeting and pressure on City resources.• Mitigation: We will engage a contractor to provide cost estimates during design to validate cost opinions.
<p>8 Capacity Expansion Phasing</p> <p>The proposed site will require tie-ins, increased emergency storage overflow, additions of pumps and other equipment, and staging and access as the lift station expands in the future.</p>	<ul style="list-style-type: none">• Risk: A site layout that does not account for expansion in the future may increase the costs and O&M impacts of future lift station additions.• Mitigation: We will plan the lift station with sufficient space and flexibility to plan for future expansion requirements.
<p>9 Reviews and Permitting Delays</p> <p>Several concurrent coordination efforts, including the flow metering effort, permitting processes, and the planning and development process may impact the schedule.</p>	<ul style="list-style-type: none">• Risk: Extended review timelines, dependency bottlenecks, coordination complexity, and iterative revision may slow momentum going into Phase 2.• Mitigation: We will initiate permitting as soon as possible, regularly communicating with agencies and using an integrated schedule to track and plan for schedule dependencies.

Section 5

Legal Proceedings/ Litigation



Legal Proceedings/Litigation

The following table includes recent and ongoing litigation involving AE2S.

Case/Claim Title & Parties Involved	Type of Matter	Dates	Outcome / Current Status
John Masden and Barbara Masden v. Lake Havasu City; Tri-Sun's Engineering, Inc.; Advanced Engineering and Environmental Services, Inc.; John and Jane Does I-X; and ABC Entities I-X	Construction Defect, Professional Negligence, Personal Injury	Initiated in 2020 and dismissed in 2023	Settlement and all claims dismissed
Rice Lake Contracting Corp. d/b/a Rice Lake Construction Group v. Construction Engineer v. City of Grand Forks v. Advanced Engineering and Environmental Services, LLC	Construction Defect, Professional Negligence	Initiated in 2020 and dismissed in 2022	Settlement and all claims dismissed
Shank Constructors, Inc. v. City of Mounds View <i>(AE2S was not named a party to this action)</i>	Construction Defect, Professional Negligence	Initiated in 2022 and resolved in 2023	Settlement and all claims dismissed
City of Pierre, SD v. Advanced Engineering and Environmental Services, LLC	Professional Negligence	Initiated in 2024 and is ongoing	Currently in litigation discovery
Advanced Engineering and Environmental Services, LLC v. Gaughan Companies, Gaughan Development, LLC, Gaughan Enterprises, Inc., Shakopee Apartments, LLC, XYZ Company, John Doe and Mary Roe	Payment Dispute	Initiated in 2022 and is ongoing	Active pending appeal by other parties regarding issues unrelated to AE2S

In addition, AE2S has pursued various non-material non-payment claims, formally and informally, in the ordinary course of business.

Appendix A

Additional Data: Resumes



Kurt Carson, PE, PMP, CWP

Project Manager

Kurt has more than 14 years of experience in wastewater process engineering, utility management, and public sector leadership. As the former manager of Grand Junction’s Wastewater Services Division, Kurt has overseen the operation and administration of a 15 MGD wastewater treatment facility, 600 miles of sewer lines, 26 lift stations, and staff of 40 water professionals.

Specific Relevant Experience

- **Wastewater Services Division, City of Grand Junction, CO – Wastewater Services Manager.** Oversaw planning, budgeting, and operations for the Persigo 15 MGD Wastewater Treatment Facility, managing an annual budget exceeding \$20 million and multiple large-scale capital projects totaling over \$100 million. Provided leadership across master planning, capital improvements projects, rate studies, regulatory compliance, and sustainability initiatives, including renewable natural gas (RNG) and solar energy programs. Served as project sponsor, subject matter expert, and project manager on diverse infrastructure and process improvement projects such as the \$80M Phase 1 Plant Expansion, \$10M Lake Road Lift Station Replacement, and \$5.2M Bio-trickling Filters Addition. Led EPA and CDPHE regulatory compliance, developed financial and capital improvement plans, and procured and managed consultant projects.
- **South Platte Renew, Denver-Metro Area, CO – Deputy Director of Operations and Maintenance.** Directed all activities related to advanced wastewater treatment, biosolids recycling, and asset maintenance. Managed budgets, procurement, and staff development programs, led initiatives to improve competency across business groups, and built collaborative partnerships with the City of Englewood and key stakeholders. Oversaw contractor compliance, chemical and equipment procurement, and best practices in safety, performance monitoring, and operational optimization.
- **Metro Water Recovery, Denver-Metro Area, CO – Staff Engineer.** As Staff Engineer at Metro Water Recovery’s 220 MGD Robert W. Hite Treatment Facility, completed engineering, project management, process modeling, research, and implementation for both wastewater treatment plant and collection system projects.

Education

Masters of Science, Civil Engineering, University of Colorado - Boulder

Bachelors of Arts & Science, Ecology and Evolutionary Biology + Environmental Studies, University of Colorado - Boulder

Doctorate Coursework, Civil Engineering, Colorado School of Mines

Registrations

- Professional Engineer: Colorado, Utah
- Project Management Professional
- Class A Wastewater Operator
- Class A Industrial Wastewater Operator
- Level 4 Collection System Operator
- Pipeline Assessment and Certification Programs (PACP - NASSCO)



Notable Lift Station Experience Completed with Grand Junction

Lake Road Lift Station Replacement	Redlands Village Emergency Repair
GVBPLS Replacement Feasibility Study	Red Mesa Emergency Repairs
Mesa Mall Lift Station Replacement	Ridges #1 Lift Station Rehabilitation
Lift Station SCADA/Telemetry Upgrades	Desert Hills Generator & VFD
River Bend Lift Station Elimination	<i>and several other projects</i>

Why Kurt?

Kurt is **intimately familiar with Grand Junction’s Collection System** and has a wealth of experience **coordinating with City stakeholders and consultants** to align project execution with City goals.

Steven M. Ravel, PE, BCEE, PMP, ENV SP

QA/QC Lead

Steve is a civil and environmental engineer with three decades of experience in the management, planning, and design of water, wastewater, and reuse treatment and conveyance systems.

Specific Relevant Experience

- **Valley Oak Lift Station Consolidation, South Fort Collins Sanitation District, CO - Project Manager.** AE2S is completing the design of a new submersible wastewater lift station and parallel force mains that will replace the aging South Boyd and North Boyd lift stations. The project includes submersible pumps, prerotation basins, and a self-cleaning system for a 40-foot wet well. The team is coordinating with the City of Loveland, NFRWQPA, and CDPHE for planning, building, and site location approvals. When implemented, the lift station will serve approximately 355 homes, incorporate SCADA and emergency power, and provide consolidated wastewater conveyance through new gravity mains, dual 1,800-foot force mains, and rehabilitated manholes.
- **Lift Station & Force Main Evaluation, Donala Water and Sanitation District, Colorado Springs, CO - Project Manager.** Evaluated wastewater collection and treatment alternatives for the District in lieu of wastewater treatment at the Upper Monument Creek Wastewater Treatment Facility (UMCWTF). The project included evaluation of lift station sites and types, force main alignments, a railroad easement crossing, and CDOT/County road crossings.
- **Ptarmigan Lift Station Force Main Improvements, South Fort Collins Sanitation District, CO - Project Manager.** The project included a comprehensive evaluation of the existing lift station and assessment of alternatives to ensure long-term performance. Delivery of the project is in progress and will be completed using the Construction Manager at Risk (CMAR) method to optimize cost, schedule, and constructability.
- **Water Reclamation Facility (WRF) and Lift Station Improvements Project, Upper Thompson Sanitation District, Estes Park, CO - Project Manager.** Leading the design of two new lift stations, a dual force main, and a 2 MGD \$100M biological nutrient removal (BNR) and membrane bioreactor (MBR) WRF. This project received a \$96M low-interest loan through US EPA WIFIA in addition to a \$18M loan from the Colorado Water Pollution Control Revolving Fund.
- **Brantner Gulch Lift Station Peak Flow Basin Project, Metro Wastewater Reclamation District, Denver, CO - Project Engineer.** Completed the design of a 400,000-gallon peak flow basin for wastewater flow equalization during peak wastewater flow events. The project included connections to the existing interceptor and lift station, evaluation of peak wastewater events, and performance of a lift station pump capacity test.

Education

Bachelor of Science, Civil Engineering,
Pennsylvania State University

Graduate Classwork, University of Colorado

Registrations

Professional Engineer: Colorado, Utah,
Idaho, New Mexico, Pennsylvania, Texas,
Wyoming

Board Certified Environmental Engineer

Project Management Professional

Envision Sustainability Professional



» Why Steve?

Steve has **30 years of experience** managing the design and delivery of complex **water, wastewater, and reuse systems**, including significant regulatory permitting and stakeholder coordination efforts.

Eric Hein, PE

Technical Lead

Eric is a distinguished water and wastewater engineer with over 20 years of professional experience leading the planning and design of large-scale distribution and collection system projects.

Specific Relevant Experience

- **Valley Oak Lift Station Consolidation, South Fort Collins Sanitation District, CO - Project Engineer.** AE2S is completing the design of a new submersible wastewater lift station and parallel force mains that will replace the aging South Boyd and North Boyd lift stations. The project includes submersible pumps, prerotation basins, and a self-cleaning system for a 40-foot wet well. The team is coordinating with the City of Loveland, NFRWQPA, and CDPHE for planning, building, and site location approvals.
- **RidgeGate First Street Lift Station Design, Rampart Range Metropolitan District + City of Lone Tree, CO - Project Engineer.** Responsible for the planning, permitting, and detailed design of a regional lift station. Initial permitted peak capacity is 5.0 MGD, increasing to 10.0 MGD at ultimate buildout. Design elements include integrated lift station bifurcated wet well, valve pit, and electrical building structure (common wall and foundation construction saved significant cost), emergency backup generator, lined emergency overflow storage pond, biological odor control, remote monitoring, control and security systems, parallel 14 and 18-inch force mains (1.2 miles long each), and associated site work.
- **New Water Reclamation Facility and Lift Stations, Upper Thompson Sanitation District, Estes Park, CO - Project Engineer.** Lead engineer for the design and permitting of two new lift stations and associated emergency storage, interceptors, and force mains, with peak design capacities of 2.6 and 8.5 MGD respectively. The designs feature suction lift pumps consistent with owner standards, bifurcated self-cleaning wet wells, odor control, dedicated electrical and workshop/storage rooms, emergency storage, redundant force mains, architectural aesthetic buildings, and associated site work.
- **Silver Creek Pump Station, City of Morganton, NC - Project Engineer.** Completed the upgrade and expansion of the existing 5 MGD Silver Creek Pump Station to 7.1 MGD capacity, using submersible pumps with VFDs and a confined, self-cleaning style wet well. Assisted in providing the design for multiple backup systems, including a new generator and permanent piping to allow quick connection of portable bypass pumps.
- **Two Rivers Lift Station Design, City of Glenwood Springs, CO - Project Engineer.** Responsible for the design of a new 1.1 MGD lift station to replace an older suction lift pump station near Two Rivers Park. The lift station serves development along the north side of the Colorado River, with an existing force main extending beneath the river to a gravity sewer to the south.

Education

Bachelor of Science, Agricultural/Biosystems Engineering, University of Arizona

Registrations

Professional Engineer: Colorado



► Why Eric?

Eric has two decades of experience **managing comprehensive infrastructure improvement programs** and has led the evaluation and design of **over a dozen pump and lift stations.**

Travis McStraw, CFM, EIT

Floodplain Advisor

Travis has extensive experience navigating FEMA floodplain permitting across Region 8 and within Colorado. He has led many hydraulic modeling efforts supporting no-rise certifications and FEMA map revisions, helping address complex floodplain constraints.

Specific Relevant Experience

- **Bear Creek LOMR, Colorado Springs, CO - Stormwater Project Engineer.** Applied for a Letter of Map Revision for a recent project completed in the City of Colorado Springs involving the restoration and installation of several drop structures along a section of Bear Creek. Developed a duplicate effective, pre-project, and post project model using HEC-RAS software. Coordinated the remapping and review process with Colorado Water Conservation Board.
- **South Fort Collins Sanitation District, Windsor, CO - Floodplain/Modeling Lead.** Analyzed alternatives in order to retrofit an existing sanitary sewer lift station site to raise the lift station and surrounding structures out of the effective Cache la Poudre River 100-year floodplain. Project involved updating a 1D HEC-RAS model, assessing compensatory storage design alternatives, raising emergency access roads, and improving overall flood resilience to the facility all while progressing towards a no-rise condition for the proposed site improvements. Project is ongoing.
- **Spearfish Creek Floodplain Remapping, Spearfish, SD - Floodplain/Modeling Lead.** Assisted the hydrologic analysis, hydraulic analysis, and remapping for over seven miles of creek through the City of Spearfish using a unique 1D-2D HEC-RAS analysis approach that met FEMA standards for mapping. Worked to resolve complex model instabilities stemming from multiple crossings and structures. Completed LOMR application successfully.
- **Lower Heart River Water Resource District, Mandan, ND - Flood Risk Assessment and Levee Certification - Floodplain/Modeling Lead.** A complex CLOMR application in FEMA Region 8 involving ice jam analyses, overland breakout flows, the design and construction of levee improvements, and tricky hydraulics at the confluence of the Missouri River and Lower Heart River. Lead discussions at several preliminary meetings with FEMA Region 8 to get preliminary approval on modeling approach. Application is ongoing.
- **Twin Lakes Drainage Improvements, Burnsville, MN - Floodplain/Modeling Lead.** Using a City-wide 1D/2D model, designed significant outlet improvements for three interconnected lakes as well as compensatory storage in order to reduce flood levels, allow for development within the watershed to occur, and achieve a no-rise condition for the project. Post construction, successfully completed a complex LOMR application with the FEMA review team.
- **Flood Risk Analysis, Billings, MT - Floodplain/Modeling Lead.** Prepared a flood risk analysis for a 5.5-mile portion of the Yellowstone River that has experienced several major flood events over the last decade. The analysis showed major flood events had eroded nearly 450 feet of bank in some locations. A combination of elevation data from multiple sources were used to develop a surface that best represented the current river conditions.

Education

Master of Science, Civil and Environmental Engineering, Brigham Young University

Bachelor of Science, Civil and Environmental Engineering, Brigham Young University

Registrations

Engineer-in-Training
Certified Floodplain Manager



Why Travis?

Travis' expertise in **hydraulic modeling** and **floodplain regulations** will help secure approvals efficiently and protect the project schedule.

John Kuosman, PE, MBA

Communication Support

John has more than 25 years of professional experience that includes serving at the Director level for two of the three largest clean water wholesalers in Colorado: Metro Water Recovery and South Platte Renew.

Specific Relevant Experience

- **Northern Treatment Plant, Brighton, CO - Program Manager.** As Director of Operations and Maintenance, led eight multi-agency teams for all phases of the \$400M+ treatment plant facilities. The entire program was planned, designed, constructed, commissioned, and operated \$60M under budget. It included 400+ permits, nearly 60 multi-party agreements, and a comprehensive stakeholder outreach and communications plan.
- **Metro Wastewater Reclamation District - Director of Operations & Maintenance.** Served on an executive team making core business recommendations to a 36-member Board of Directors serving 1.8M regional clean water utility customers. Managed a cross-functional department with a staff of 25 full-time employees and a \$4.5M annual operating budget.
- **New Wastewater Facilities, Upper Thompson Sanitation District, Estes Park, CO - Project Director.** Project consisted of the design of a new water reclamation facility, interconnect, and two lift stations in Estes Park. Responsibilities included facilitation of CMAR selection process, supporting staff training and succession planning efforts, supporting community engagement, and maintaining right staffing resources through all phases.
- **Loop Water System Planning, Loop Water Authority, El Paso County, CO - Project Planning & Workflow Manager.** Led the planning effort for a renewable water infrastructure system that included a reservoir expansion, an advanced water treatment facility, nearly 50 miles of transmission pipeline, and five pump stations. The project included owner’s advisory services to support the advancement of both Authority governance and project planning for three entities in Southern Colorado.
- **Project 7 Water Authority Water Resilience Program, Western CO - Program Manager.** Served as an owner’s advisor to the Project 7 Water Authority to re-energize a program to bring clean water to the Uncompahgre Valley, which includes a greenfield 6 MGD water treatment plant and significant transmission and distribution infrastructure. Supported community outreach, financing, stakeholder alignment, master scheduling, and project information management.

Education

Master of Science, Civil Engineering, University of Colorado

Master of Business Administration, University of Colorado

Bachelor of Science, Civil Engineering, University of Colorado

Registrations

Professional Engineer: Colorado



› Why John?

John helps lead projects by supporting **clear communications**, implementing processes that **prevent derailments**, and working with communities to **align decision-making with long-term goals**.

Appendix B

Additional Data: Hourly Rates



Fee Schedule

These rates are for 2026 and are subject to change for 2027. Historically our rates have increased between 3-4% each year.

Labor Rates*

Administrative 1	\$73.00	Financial Analyst 1	\$126.00	Operations Specialist 1	\$112.00
Administrative 2	\$88.00	Financial Analyst 2	\$142.00	Operations Specialist 2	\$140.00
Administrative 3	\$103.00	Financial Analyst 3	\$171.00	Operations Specialist 3	\$173.00
		Financial Analyst 4	\$187.00	Operations Specialist 4	\$198.00
		Financial Analyst 5	\$209.00	Operations Specialist 5	\$222.00
Communications Specialist 1	\$117.00				
Communications Specialist 2	\$137.00				
Communications Specialist 3	\$158.00	GIS Specialist 1	\$117.00	Project Coordinator 1	\$130.00
Communications Specialist 4	\$190.00	GIS Specialist 2	\$142.00	Project Coordinator 2	\$145.00
Communications Specialist 5	\$210.00	GIS Specialist 3	\$168.00	Project Coordinator 3	\$162.00
		GIS Specialist 4	\$188.00	Project Coordinator 4	\$178.00
		GIS Specialist 5	\$210.00	Project Coordinator 5	\$201.00
Construction Services 1	\$140.00				
Construction Services 2	\$171.00				
Construction Services 3	\$190.00	I&C Assistant	\$112.00	Project Manager 1	\$229.00
Construction Services 4	\$211.00	I&C Assistant 2	\$139.00	Project Manager 2	\$251.00
Construction Services 5	\$232.00	I&C 1	\$166.00	Project Manager 3	\$269.00
		I&C 2	\$196.00	Project Manager 4	\$284.00
Engineering Assistant 1	\$94.00	I&C 3	\$221.00	Project Manager 5	\$303.00
Engineering Assistant 2	\$111.00	I&C 4	\$234.00	Project Manager 6	\$317.00
Engineering Assistant 3	\$140.00	I&C 5	\$246.00		
Engineer 1	\$152.00			Sr. Designer 1	\$199.00
Engineer 2	\$182.00	IT 1	\$145.00	Sr. Designer 2	\$221.00
Engineer 3	\$213.00	IT 2	\$196.00	Sr. Designer 3	\$238.00
Engineer 4	\$246.00	IT 3	\$241.00		
Engineer 5	\$264.00			Sr. Financial Analyst 1	\$236.00
Engineer 6	\$279.00	Land Surveyor Assistant	\$107.00	Sr. Financial Analyst 2	\$257.00
		Land Surveyor 1	\$129.00	Sr. Financial Analyst 3	\$279.00
Engineering Technician 1	\$93.00	Land Surveyor 2	\$156.00		
Engineering Technician 2	\$117.00	Land Surveyor 3	\$175.00	Technical Expert 1	\$361.00
Engineering Technician 3	\$141.00	Land Surveyor 4	\$193.00	Technical Expert 2	Negotiable
Engineering Technician 4	\$158.00	Land Surveyor 5	\$213.00		
Engineering Technician 5	\$181.00				

Reimbursable Expense Rates

Transportation	\$0.83/mile	Cellular Modem	\$75.00/month
Survey Vehicle	\$1.05/mile	Web Hosting	\$26.00/month
Laser Printouts/Photocopies	\$0.30/copy	Legal Services Reimbursement	\$302.00/hour
Plotter Printouts	\$1.00/s.f.	Outside Services	cost * 1.15
UAS - Photo/Video Grade	\$100.00/day	Geotechnical Services	cost * 1.30
UAS - Survey	\$50.00/day	Out of Pocket Expenses	cost * 1.15
Total Station - Robotic	\$35.00/hour	Rental Car	cost * 1.20
Mapping GPS	\$25.00/hour	Project Specific Equipment	Negotiable
Fast Static/RTK GPS	\$50.00/hour		
All-Terrain Vehicle/Boat	\$100.00/day		

* Position titles are for labor rate grade purposes only.

These rates are subject to adjustment each year on January 1.



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED Advanced Engineering and Environmental Services, LLC 4050 Gardenview Dr Suite 200 Grand Forks, ND 58201	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

purchased by Additional Insured.



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

- A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B. additional insured coverage with "arising out of" language; or
- C. additional insured coverage to the greatest extent permissible by law;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

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

- A. coverage broader than required by the **written contract**; or
- B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
- B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

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CONTINENTAL CASUALTY COMPANY

Insured Name: ADVANCED ELEMENTS AND SUBSIDIARIES

Policy No: 7015548497

Endorsement No: 15

Effective Date: 10/04/2025



**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement****Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury or property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

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

All other terms and conditions of the Policy remain unchanged.

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

CNA75079XX (10-16)

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CONTINENTAL CASUALTY COMPANY

Insured Name: ADVANCED ELEMENTS AND SUBSIDIARIES

Policy No: 7015548497

Endorsement No: 15

Effective Date: 10/04/2025



**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

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

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**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

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

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

I. Trade Show Event Lessor

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

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

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

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. ADDITIONAL INSURED – EXTENDED COVERAGE

When an additional insured is added by this or any other endorsement attached to this **Coverage Part, WHO IS AN INSURED** is amended to make the following natural persons **Insureds**.

If the additional insured is:

- a. An individual, then his or her **spouse** is an **Insured**;
- b. A partnership or joint venture, then its partners, members and their **spouses** are **Insureds**;
- c. A limited liability company, then its members and managers are **Insureds**; or
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are **Insureds**;



LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

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

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

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

Named Insured: ADVANCED ELEMENTS AND SUBSIDIARIES

Endorsement Effective Date: 10/04/2020

SCHEDULE

Insurance Company: The Continental Insurance Company

Policy Number: 7015548709

Effective Date: 10/04/2025

Expiration Date: 10/04/2026

Named Insured: ADVANCED ELEMENTS AND SUBSIDIARIES

Address: 4050 GARDENVIEW DR STE 200
GRAND FORKS, ND 58201-7215

Additional Insured (Lessor):

Address:

Designation Or Description Of "Leased Autos": Per Schedule On File With Company

Coverages	Limit Of Insurance
Liability	\$1,000,000 Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Refer to Declarations Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Refer to Declarations Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"

Form No: CA 20 01 10 13

Endorsement Effective Date:

Endorsement No: 9; Page: 1 of 2

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

Endorsement Expiration Date:

Policy No: 7015548709

Policy Effective Date: 10/04/2025

Policy Page: 43 of 367



Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

1. Any "**leased auto**" designated or described in the Schedule will be considered a covered "**auto**" you own and not a covered "**auto**" you hire or borrow.
2. For a "**leased auto**" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "**insured**" the lessor named in the Schedule. However, the lessor is an "**insured**" only for "**bodily injury**" or "**property damage**" resulting from the acts or omissions by:
 - a. You;
 - b. Any of your "**employees**" or agents; or
 - c. Any person, except the lessor or any "**employee**" or agent of the lessor, operating a "**leased auto**" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "**leased auto**" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "**leased auto**", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "**loss**" to a "**leased auto**".
2. The insurance covers the interest of the lessor unless the "**loss**" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"**Leased auto**" means an "**auto**" leased or rented to you, including any substitute, replacement or extra "**auto**" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

Form No: CA 20 01 10 13

Endorsement Effective Date:

Endorsement No: 9; Page: 2 of 2

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

Endorsement Expiration Date:

Policy No: 7015548709

Policy Effective Date: 10/04/2025

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