



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

Supplier:

William H. Smith & Associates, Inc.
444 Sheyenne Street
Suite 301
West Fargo, ND 58078

Ship To:

333 West Ave
Unit E
GRAND JUNCTION, CO 81501
UNITED STATES

Bill To:

City Campus Building E
333 West Ave
Unit E
GRAND JUNCTION, CO 81501
UNITED STATES

SUPPLIER #: 12128
FAX#:
EMAIL: Maleah.Brakke@vistal.com

Order Number
GJPO101586

Order Date
05/26/2026

SOLICITATION #:
NOTES: Award for Contract 5928-26-KF

Kannah Creek Flowline Aerial Flight Land Survey

<i>Tax Terms</i>		<i>For the tax-exempt purchase, Grand Junction's tax ID is 84-6000592</i>			
		<i>All Library Purchases are Tax Exempt - Tax ID 98-03544</i>			
Requestor amyb@gjcity.org		Phone 1-970-244-1574	Net Terms Immediate	Date Required 05/27/2026	
QUANTITY	UNIT	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	EA		Kannah Creek Flowline Aerial Flight Land Survey	0.00	0.00
			Kannah Creek Flowline Aerial Flight Land Survey		32,600.00
Total					32,600.00

Approved:



CITY OF GRAND JUNCTION, COLORADO

PROFESSIONAL SERVICES CONTRACT

This Contract is made and entered into this 27th day of May, 2026, by and between the **City of Grand Junction**, Colorado, a home rule municipality located in Mesa County, Colorado, hereinafter referred to in the Contract Documents ("City"), and **William H. Smith and Associates, Inc.**, ("Firm").

RECITALS

WHEREAS, the City requires professional land surveying and aerial mapping services in support of the Kannah Creek Flowline Replacement Project from Whitewater Creek to Highway 50, including field verification, survey control confirmation, supplemental topographic survey services, orthophotography, planimetric drafting, and related deliverables; and

WHEREAS, the Firm submitted a proposal to provide professional surveying services for the **Kannah Creek Flowline Aerial Flight, 5928-26-KF**; as more fully described in the Contract Documents; and

WHEREAS, pursuant to Chapter 9 of the City of Grand Junction Procurement Policy regarding professional, technical, and expert services, the City determined that a non-competitive procurement was appropriate due to the Firm's prior project knowledge, familiarity with existing project control and survey assumptions, demonstrated experience with the Mesa County Local Coordinate System (MCLCS), and the benefit of maintaining continuity and consistency between project phases; and

WHEREAS, the City has selected the Firm to provide the Services, and the Firm represents that it is qualified, ready, willing, and able to perform the Services in accordance with the Contract Documents; and

NOW, THEREFORE, in consideration of the compensation to be paid to the Firm and the mutual covenants set forth herein, the parties agree as follows:

ARTICLE 1

Contract Documents

The following documents, whether attached hereto or incorporated herein by reference, collectively constitute the "Contract Documents" and form the entire binding Contract between the Parties.

In the event of any conflict, inconsistency, or ambiguity between Contract Documents, the order of precedence shall be as follows:

- a. Amendments to the Contract
- b. Change Orders
- c. The body of this Contract Agreement
- d. The City's General Contract Terms and Conditions, Contract No. 5928-26-KF
- e. The Firm's Proposal, as accepted by the City
- f. Service Change Requests
- g. Field Orders

ARTICLE 2

Definitions

Unless otherwise defined herein, the definitions set forth in the City's General Contract Terms and Conditions shall apply to this Contract and all Contract Documents.

ARTICLE 3

Contract Services

The Firm agrees to provide all professional services, labor, personnel, tools, materials, equipment, software, transportation, and incidental expenses necessary to perform the Services described in the Contract Documents, including aerial survey control, drone LiDAR and photogrammetry services, field verification, supplemental topographic survey services, orthophotography, planimetric drafting, point cloud processing, preparation of CAD deliverables, and related coordination services.

The Firm shall provide final deliverables in the Mesa County Local Coordinate System (MCLCS) and shall utilize ground control verification procedures necessary to ensure accurate alignment with project control.

All Services shall be performed in accordance with the Contract Documents.

ARTICLE 4

Contract Time

Adherence to the project timeline is essential to the successful completion of the Contract. The Firm shall commence the Services upon full execution of the Contract and shall substantially complete all Services and deliverables within six (6) weeks following execution of the Contract.

ARTICLE 5

Contract Price and Payment Procedures

The Firm shall accept, as full and complete compensation for the satisfactory performance and completion of all Services specified in the Contract Documents, a not-to-exceed amount of **Thirty-Two Thousand Six Hundred and 00/100 Dollars (\$32,600.00)** (the “Contract Price”).

The Grand Junction City Council has duly appropriated the Contract Price for the use and benefit of this Project. No increase to the Contract Price shall be authorized unless approved in advance through a duly executed Change Order or other written authorization issued by the City.

The City shall not authorize or require the Firm to perform Services beyond the appropriated amount unless and until the City provides written assurance that additional lawful appropriations have been made to cover such costs.

ARTICLE 6

Contract Binding

The City and the Firm each bind itself, its partners, successors, assigns, and legal representatives, to the other party hereto in respect of all covenants, agreements, and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the City and the Firm and may be altered, amended, or repealed only by a duly executed written instrument. Neither the City nor the Firm shall, without the prior written consent of the other, assign or sublet as a whole or in part its interest under any of the Contract Documents. Specifically, the Firm shall not assign any monies due or to become due without the prior written consent of the City.

ARTICLE 7

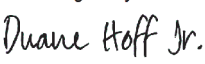
Severability

If any part, portion, or provision of the Contract shall be found or declared null, void, or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion, or provision shall be affected thereby and all other parts, portions, and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Contract by its duly authorized representatives as of the date first written above.

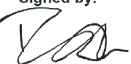
This Contract may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed valid and binding.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:
By: 
9F789E7D50F14BC...
Duane Hoff Jr.,
Contract Administrator

Date: 1/27/2026

WILLIAM H. SMITH AND ASSOCIATES, INC.

Signed by:
By: 
8B530BE9167C4B2...
Robert Whitson
Designer/CAD Operations Manage

Date: 1/27/2026



Section 1.0: General Contract Terms and Conditions

- 1.1. **Americans with Disability Act (ADA) Compliance Mandate:** Following HB21-1110, all documents produced and submitted in connection with the Contract must adhere to the provisions outlined in §§24-85-101, C.R.S., and subsequent sections, as well as the Accessibility Standards for Individuals with a Disability, as established by the Office of Information Technology under section §24-85-103 (2.5), C.R.S. Additionally, all documents must align with the State of Colorado's technology standards related to accessibility, including Level A.A. conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG) as integrated within the State of Colorado's technology standards.
- 1.2. **The City:** For purposes of these Terms and Conditions, the term "City" refers to the City of Grand Junction, Colorado, a municipal corporation, acting through its authorized representative(s).
- 1.3. **Compliance:** By executing the Contract, the Firm acknowledges and agrees to comply with all applicable terms, conditions, requirements, and instructions set forth or incorporated by reference herein. In the event of any conflict, ambiguity, or omission in the City's Terms and Conditions or within the Contract documents that may affect the Firm's understanding of its obligations, it is the Firm's responsibility to seek clarification from the City prior to proceeding. Failure to request such clarification shall not relieve the Firm of its responsibility to perform in full compliance with the Contract.
- 1.4. **Controlling Authority:** The 2024 version of the City [Procurement Policy](#) shall govern and control all aspects of the Contract.
- 1.5. **Public Disclosure Notice:** Pursuant to the Colorado Open Records Act (CORA), All materials submitted in connection with this Contract shall be considered public records and may be subject to public disclosure, except for information specifically designated as confidential, proprietary, or trade secret by the Firm, and only to the extent permitted by law.

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

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

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

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

- 1.7. Collusion Clause:** The Firm certifies that it has not been involved in any collusive action(s) or activity(ies) that violate applicable federal or state antitrust laws, rules, or regulations in connection with this Contract. If collusion is discovered at any stage of performance, the City reserves the right to terminate this Contract immediately and to pursue all available legal remedies. At its discretion, the City may disqualify the Firm from consideration for future contracts.
- 1.8. Gratuities and Kickbacks:** The Firm certifies that no gratuities, kickbacks, contingent fees, commissions, gifts, or other inducements have been or will be offered, given, solicited, or received in connection with the selection of the Firm or the award, administration, or performance of the Contract.

A breach of this certification shall constitute a material breach of the Contract and may result in immediate termination by the City, recovery of damages, and any other remedies available under the Contract or applicable law.

- 1.9. Ethics:** The Firm shall not offer, give, solicit, or accept gifts, favors, or anything of value to or from any employee, official, or agent of the City that could influence, or appear to influence, the procurement process. Additionally, the Firm shall not establish any business arrangement or financial relationship with any such individuals that may create a conflict of interest, impair impartiality, or undermine public trust. Any violation of this provision may result in disqualification from consideration, contract termination, and potential legal consequences.
- 1.10. Contract Documents:** The Contract Documents consist of the executed Agreement, these Terms and Conditions, the Firm's Scope of Work, fee proposal, exhibits, attachments, and any negotiated terms, clarifications, or supporting documents formally accepted by the City and incorporated into the Contract by written agreement, together with any written amendments executed by the Parties.

The Contract Documents collectively constitute the entire and integrated agreement ("Contract") between the City and the Firm and supersede all prior or contemporaneous negotiations, discussions, representations, or agreements, whether written or oral. Any modification or amendment to the Contract must be made in writing and executed by duly authorized representatives of both Parties.

In the event of a conflict between these Terms and Conditions and the Firm's Scope of Work, fee proposal, or other supporting documents, these Terms and Conditions shall govern unless otherwise expressly approved by the City in writing.

- 1.11. Open Records and Confidential Material:** The Contract, together with all materials submitted to the City in connection with the Services, shall be subject to the Colorado Open Records Act (CORA).

If the Firm claims that any information submitted to the City contains confidential or proprietary information exempt from disclosure under CORA, the Firm shall clearly identify such information by marking the applicable pages or sections "Confidential Disclosure" at the time the information is submitted to the City. The Firm shall also provide a written basis supporting the claimed exemption from disclosure under CORA.

The City shall determine, in its sole discretion, whether any submitted materials are entitled to confidential treatment under CORA. The City shall not be liable for the disclosure of information determined not to be confidential or proprietary.

Notwithstanding any designation by the Firm, the following shall not be considered confidential or proprietary under any circumstances:

- Contract pricing or compensation information;
- The Contract; or
- Entirety of submission or documents.

Failure by the Firm to properly identify confidential or proprietary information may result in disclosure of such information pursuant to CORA.

- 1.12. Taxes:** The City is exempt from State, County, and Municipal Taxes and Federal Excise Taxes; therefore, all fees shall not include taxes.
- 1.13. Sales and Use Taxes:** The Contractor and all subcontractors must obtain exemption certificates from the Colorado Department of Revenue for sales and use taxes. Pricing under the Contract shall reflect the removal of Sales and Use Tax on materials, fixtures, and equipment.
- 1.14. Federal Taxpayer Identification Certificate:** Successful Firm(s) new to conducting business with the City must furnish a completed standard "Federal Taxpayer Identification Certificate (W-9)" before the Contract is executed. Additionally, the City reserves the right to request a current W-9 from established business relationships as necessary.
- 1.15. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the City and the Firm. By executing the Contract, the Firm represents that it has familiarized itself with the conditions under which the Services/Work shall be performed and correlated its observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone shall be as binding as if required by all. The Contract Documents intend to include all labor, materials, equipment, services, and other items necessary for the proper execution and completion of the Scope of Work as defined in the specifications contained herein.

1.16. Responsibility for those Performing the Services or Work: The Firm is fully responsible for the actions and omissions of its employees, subcontractors, and agents performing any of the Services or Work under the Contract.

1.17. Payment & Completion: As stated in the Contract, the compensation payable by the City to the Firm for performance of the Services shall not exceed the authorized not-to-exceed amount or other compensation structure identified in the Contract Documents.

Upon completion of the Services or required deliverables, the Firm shall submit a detailed invoice and any supporting documentation required by the Contract. The invoice shall accurately reflect the Services performed, progress achieved, and associated costs incurred under the Contract.

The City may authorize partial payments based on the Firm's progress and satisfactory completion of identifiable portions of the Services, as determined by the City and documented in the Firm's invoice. Payment by the City shall not constitute acceptance of deficient or non-conforming Services.

The City's Project Manager or authorized representative shall review submitted deliverables for compliance with the Contract Documents and confirm satisfactory completion before final payment is processed.

All Services performed under the Contract shall be provided in a professional and workmanlike manner, consistent with the degree of skill, care, and diligence ordinarily exercised by qualified professionals performing similar services under similar circumstances. The Firm shall comply with all applicable federal, state, and local laws, regulations, ordinances, and professional standards in the performance of the Services.

1.18. Changes in the Services: The City may request changes to the Services or Work within the general scope of the Contract, including additions, deletions, or other modifications. Such changes shall not invalidate this Contract but may require an adjustment to the Contract sum or Contract time.

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

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

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

- 1.20. Correction of Services or Work:** The Firm shall perform all Services and prepare all deliverables in accordance with the standard of care ordinarily exercised by members of the same profession practicing under similar circumstances. If any Services or deliverables fail to conform to the requirements of the Contract Documents due to errors, omissions, or deficiencies attributable to the Firm, the Firm shall promptly correct such non-conforming Services or deliverables at no additional cost to the City.

The Firm shall bear all costs associated with correcting deficient Services or deliverables, including additional work required as a direct result of such deficiencies. If the Firm fails to promptly remedy the non-conforming Services or deliverables after written notice from the City, the City may take corrective action and recover its associated costs from the Firm.

- 1.21. Acceptance Not Waiver:** The City's review, approval, acceptance of, or payment for any Services or deliverables provided under the Contract shall not relieve the Firm of its obligation to perform the Services in accordance with the Contract Documents and applicable professional standards. No review, approval, acceptance, or payment by the City shall constitute a waiver of any rights or remedies available to the City under the Contract or applicable law, nor shall it waive any claim arising from the Firm's performance of the Services.

- 1.22. Change Order or Amendment:** No oral statement or representation by any individual shall modify, change, or affect the terms, conditions, or specifications of the Contract. All amendments or change orders to the Contract must be executed in writing by the City's Contract Administrator. Such executed modifications are the exclusive means of altering the Contract and must comply with the City's established procedures.

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

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

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

- 1.25. Debarment or Suspension:** The Firm certifies that it is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal, state, or local government contracting program.

- 1.26. Confidentiality:** To the extent applicable to the performance of the Services, the Firm shall maintain in confidence all non-public information, data, records, maps, survey control information, utility infrastructure information, aerial mapping data, point cloud data, orthophotography, design information, and other project-related materials

disclosed by the City or obtained in connection with the Contract. The Firm shall use such information solely for purposes of performing the Services and shall take appropriate measures to prevent unauthorized disclosure by its employees, subcontractors, or agents.

This obligation shall not apply to information required to be disclosed by law, regulation, or court order, provided the Firm gives the City prompt notice of such requirement when legally permissible.

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

1.28. Contract Termination: The Contract shall remain in effect until completion of the Services and final payment, unless earlier terminated in accordance with the Contract Documents.

The City may terminate the Contract for convenience upon thirty (30) days' prior written notice to the Firm.

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

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

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

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

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

- 1.31. Failure to Perform:** If the Firm fails to perform the Services in accordance with the Contract Documents, including but not limited to timely completion of Services, delivery of required survey deliverables, compliance with applicable professional standards, or coordination with the City, the City may, after providing oral or written notice (with any oral notice documented in the contract file), procure substitute services from alternate sources. The Firm shall be liable for any additional costs or damages incurred by the City because of such failure.

If the Firm's nonperformance materially affects project schedules, data integrity, survey control, public infrastructure, or the continuity of project services, the City may take immediate corrective action, including suspension or termination of the Contract.

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

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

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

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

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

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

unemployment taxes, Social Security contributions, and any other required withholdings.

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

- 1.36. Services, Work Product and City Ownership:** All final survey deliverables, documents, drawings, plans, maps, specifications, reports, calculations, CAD files, aerial imagery, orthophotography, point cloud data, models, geospatial data, and other project-specific materials prepared by the Firm in connection with the Contract shall become the property of the City upon delivery and payment. The City shall have the unrestricted right to use, reproduce, modify, and distribute such materials for governmental purposes related to the Project.

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

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

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

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

- 1.38. Governing Law and Venue:** The Contract and any agreement resulting from this solicitation shall be deemed to have been made in and shall be governed by and construed and interpreted by, the laws of the State of Colorado and applicable ordinances of the City of Grand Junction, Mesa County, Colorado.

The venue for any action arising out of or relating to the Solicitation or Contract shall be in the District Court for the 21st Judicial District, Mesa County, Colorado.

- 1.39. Expenses:** Unless otherwise expressly authorized in writing by the City, all costs and expenses incurred by the Firm prior to full execution of the Contract, including costs associated with preparation of its scope of services, fee proposal, site review, coordination, or negotiations, shall be borne solely by the Firm and shall not be reimbursable by the City.
- 1.40. Sovereign Immunity:** The City expressly reserves and asserts all rights, privileges, and defenses available under Colorado's Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, as well as all applicable case law interpreting and construing the same. Nothing in this solicitation or any resulting contract award shall be construed as a waiver of the City's sovereign immunity.
- 1.41. Public Funds and Non-Appropriation of Funds:** Payment for services under this Contract is contingent upon funds appropriated by the City's approved budget for the applicable fiscal year. Under Colorado law, public funds cannot be obligated or expended beyond the fiscal year for which a budget has been approved.

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

- 1.42. Performance of the Contract:** In the event of a breach or default, the City reserves the right to enforce the terms of the Contract through any legal or equitable means deemed in the City's best interest. The City may pursue all available remedies as prescribed by law to ensure compliance with the contractual obligations.
- 1.43. Default:** The City reserves the right to terminate the Contract if the Firm materially breaches any of its obligations, including failure to perform services in a timely, competent, or professional manner; failure to comply with project requirements, administrative procedures, or reporting obligations; or violation of applicable laws, regulations, or contract terms.

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

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

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

5928-26-KF

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

1.44.1. “Agency,” “Consultant,” “Contractor,” or “Firm” refers to the individual, organization, business entity, or other legal entity identified in the proposed Scope of Work and throughout the Contract. This term includes the Firm’s authorized representatives, employees, subcontractors, and agents responsible for fulfilling the obligations of the Contract.

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

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

1.44.4. The “Contract Sum” refers to the total amount payable by the City to the Firm for the full and satisfactory completion of the required Services. This sum 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 must be made in accordance with the provisions of the Contract and duly authorized by both Parties.

1.44.5. “Contract Time” means the period during which the Firm 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.

1.44.6. A “Deliverable” refers to any tangible or intangible work product, report, document, presentation, or other output the Firm 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.

- 1.44.7.** “Key Personnel” refers to the designated individual(s) from the Contractor, Consultant, or Firm who are essential to the successful execution and completion of the Services. These individuals possess specialized skills, knowledge, or experience critical to fulfilling the scope of work outlined in the Contract. Any changes to Key Personnel may require prior approval from the City, as specified in the Contract Documents.
- 1.44.8.** “Proposer” refers to the individual or entity legally authorized to submit the proposal from which the Contract resulted, including the submission of pricing, fee proposals, or other formal offers made on behalf of the proposing entity.
- 1.44.9.** “Project” or “Work” refers to the endeavor described in the Firm’s Scope of Services and Work and the Contract Documents, encompassing all required products, services, or deliverables, and related obligations to be performed under the Contract.
- 1.44.10.** “Services” include all labor, materials, equipment, and professional expertise necessary to complete the Work and fulfill the requirements outlined in the Contract Documents.
- 1.44.11.** “Subcontractor” refers to any individual, entity, or organization with a direct contractual agreement to perform a portion of the Services under the Contract. The term “Subcontractor” includes the subcontractor’s authorized representatives.

Section 2.0. Insurance Requirements

At its own expense, the successful Firm shall procure and maintain, 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 Firm’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 Firm’s failure to procure or maintain adequate coverage, in the required amounts, duration, or types, shall not relieve the Firm of any liabilities or obligations assumed under the Contract. Furthermore, the Firm shall ensure that all such insurance remains in full force and effect throughout the term of the Contract.

The Firm shall 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 Firm under the Contract. To ensure continuous coverage, the Firm shall obtain and maintain appropriate retroactive dates and extended reporting periods for any claims-made insurance policies. Unless otherwise specified in the Special Conditions, the minimum coverage limits shall be as follows:

(a) **Commercial General Liability**

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

The policy shall apply to all premises, products, and completed operations. It shall include coverage for bodily injury, broad-form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual products, and completed operations. The policy shall contain a provision for severability of interest.

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

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

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

(c) **Automobile Liability** with minimum combined single limits for bodily injury and property damage of not less than:

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

Applies to owned, non-owned, and hired vehicles used in the performance of the Services.

(d) **Workers' Compensation and Employers' Liability**

Workers' Compensation: Statutory coverage as required by the laws of the State of Colorado.

Employers' Liability: Minimum limits of:

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

ONE MILLION DOLLARS (\$1,000,000) each employee for disease; and

ONE MILLION DOLLARS (\$1,000,000) policy limit for disease.

The policy shall include a waiver of subrogation endorsement in favor of the City.

2.1 Additional Insured Endorsement: The **Commercial General Liability** and **Automobile Liability** policies required under this Contract shall be endorsed to include the City, its elected and appointed Officials, employees, and volunteers as Additional Insureds. Every required policy above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, or carried by or provided by any insurance pool of the City, shall be excess and not contributory insurance to

5928-26-KF

that provided by the Firm. The Firm shall be solely responsible for any deductible losses and self-insured retentions.

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

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

The remainder of this page has been intentionally left blank.



May 1ST, 2026 (Revised May 18th, 2026)

Kannah Creek Flowline Aerial Flight Projected Cost for Services

To:

City of Grand Junction
ATTN: William Comerer
Grand Junction, CO

William H. Smith and Associates Inc. is pleased to submit this proposal for professional services. The following information outlines our proposed fees to provide Land Surveying services for the Kannah Creek Flowline located in Mesa County, Colorado.

Task 100

WHS will utilize a drone to capture LiDAR or photogrammetry data and imagery of the property in the attached exhibit (yellow outlined area). The drone data, imagery and control will be used to create a CAD file containing a processed TIN surface and an orthophoto for the client's use. Drone surveying accuracy is typically 0.1'-0.2' with good control. The client understands the typical accuracy of drone surveying and chooses to proceed with utilizing the tool for topographic data.

SURVEY EQUIPMENT AND SOFTWARE

WHS will perform a drone survey collected in Colorado Central NAD83 State Plane, US Feet, and NAVD88 vertical datum with Geoid Model 12B. Utilizing proprietary photogrammetry and LiDAR processing engines, WHS will reproject and translate the finalized flight datasets into the Mesa County Local Coordinate System (MCLCS) using published county zone parameters to eliminate grid-to-ground distortion. Various software will be used to process, calibrate, and verify compliance with local specifications for the field and flight survey data collected. Physical ground control points (GCPs) will be deployed on-site to verify horizontal and vertical alignment post-projection, ensuring tight integration with the local projection.

COMPENSATION to William H. Smith and Associates, Inc. will be billed on a Time and Materials basis, not to exceed the total proposed price.

Delivery & Pricing: Please select the desired deliverables below:

1. Aerial control - \$5,500
 - a. Set ±40 aerial targets and tie with GNSS
 - b. Georeferencing to project control
2. Drone LiDAR Survey - \$22,700
 - a. TIN Surface - breaklines and CAD points created from the point cloud for cleanliness and high accuracy
3. Drone Photogrammetry Survey - \$1,900
 - a. Georeferenced orthophoto loaded into CAD
4. Planimetric drafting - \$2,500
 - a. CAD Drafting all visible features (roads, surface utilities, pavement, etc..) from drone
5. WHS estimates a completion date of 4-6 weeks from the acceptance of this proposal.

TOTAL \$32,600.00



NOTES

- Calculations and Project Management are included in the price of each task.
- The above Base Bid price is based on an Estimate of (1) One Mobilization between one crew. Mobilizations increased by contractor/other will be negotiated at an additional cost to the below price.
- **Utility locates are not part of this proposal. Above-ground features will be tied.**
- Scope changes and additions (with written approvals or negotiated contracts) or recalculations due to change orders, changes during the surveys or additional items not specifically mentioned in this proposal will be invoiced at the rate(s) indicated in the current year WHS Services and Material rates sheet for actual expenditures.
- Subsequent survey requests 5-day minimum lead notice, and 5-days minimum from receipt of new design data.
- WHS will use their standard codelist for data collection.
- It is understood that training or certification to perform field duties is not necessary at this time. Should this be required by client or 3rd party, additional fees to the above cost will be necessary.
- If there are delays in surveying due to access, weather, or other circumstances outside of our control, additional charges may apply. WHS will attempt to contact the client immediately to avoid additional costs.
- This proposal is valid for 30 days.

SCHEDULING

The expected time to complete project and provide final deliverables is approximately **4-6 weeks** from the acceptance and receipt of signed proposal. Holidays may interfere with this schedule and an estimated deadline will be discussed with client at time of proposal acceptance.

Notice of Acceptance and Authorization to Proceed

William H. Smith and Associates Inc., a Vistal Company

I, Rob Whitson, an agent and employee for William H. Smith and Associates, Inc. state that I am authorized to submit and initiate the above-mentioned proposal of surveying services.

Signed by: 
 8B530BE9167C4B2...
 Signature _____ Date 5/27/2026

City of Grand Junction

I, Duane Hoff Jr., _____, state I am authorized to review and initiate the above-mentioned proposal for the above-described services. With my signature below, I hereby accept this proposal of services and serve as notice to proceed with the services mentioned above.

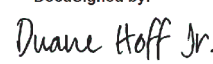
DocuSigned by: 
 9F789E7D50F14BC...
 Signature _____ Date 5/27/2026



EXHIBIT "A"





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/28/2026

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

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

PRODUCER Marsh McLennan Agency 505 Broadway North, Suite 100 Fargo ND 58102	CONTACT NAME: Desiree Schweigert PHONE (A/C, No, Ext): 701-237-3311 FAX (A/C, No): 701-232-4442 E-MAIL ADDRESS: Desiree.Schweigert@MarshMMA.com
INSURED WHS - A Vistal Company 444 Sheyenne St. Suite 301 West Fargo ND 58078	INSURER(S) AFFORDING COVERAGE INSURER A: Underwriter's at Lloyd's, Lond INSURER B: Phoenix Insurance Company INSURER C: Travelers Property Casualty Co INSURER D: Beazley Lloyd Syndicate INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1574594664**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	Y		6300X968082	10/25/2025	10/25/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y		8100X981055	10/25/2025	10/25/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP0X995096	10/25/2025	10/25/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	UB0X967269	10/25/2025	10/25/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D A	Professional Liability Excess Professional			SRPL20103300 B1392BWIF260034	4/1/2026 4/1/2026	4/1/2027 4/1/2027	Limit/Deductible Limit 2,000,000/100,000 3,000,000

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

Workers Compensation coverage applies to the following states: CA, CO, HI, IA, IL, KS, MD, MN, MO, NE, SD

Contract 5928-26-KF

The City of Grand Junction, its elected and appointed officials, employees, and volunteers

are included as additional insured for General Liability and Auto Liability where required by written contract or agreement subject to the provisions and limitations of the policies.

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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