



CITY OF GRAND JUNCTION, COLORADO

PROFESSIONAL SERVICES CONTRACT

This Contract is made and entered into this 15th day of June, 2026, by and between the **City of Grand Junction**, Colorado, a home rule municipality located in Mesa County, Colorado (the "City"), and **Civil & Environmental Consultants, Inc.** (the "Firm").

RECITALS

WHEREAS, the City requires professional services to assist with the assessment, monitoring, prevention planning, and potential mitigation planning related to zebra mussel impacts to the City's water supply reservoirs and water treatment infrastructure, together with related technical analysis, recommendations, and deliverables; and

WHEREAS, the Firm submitted a proposal to provide professional consulting and technical services for the development of a **Zebra Mussel Surveillance Program for City Infrastructure**, Contract No. **5935-26-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 specialized expertise and experience related to zebra mussel monitoring, assessment, prevention, and mitigation strategies; 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, as amended, 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. Contract-Specific Negotiated Terms
- e. The City's General Contract Terms and Conditions #5935-26-KF
- f. The Firm's Proposal
- g. Service Change Requests
- h. 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, supervision, tools, materials, equipment, software, transportation, and incidental items necessary to perform the Services described in the Contract Documents, including, but not limited to, professional consulting and technical services related to the assessment, monitoring, prevention planning, and potential mitigation planning for zebra mussel impacts to the City's water supply reservoirs and water treatment infrastructure.

The Services generally include a site visit; evaluation of the likelihood of zebra mussel infestation within the City's water supply reservoirs; development of a site-specific zebra mussel monitoring program; assessment of potential zebra mussel control strategies; preparation of technical memoranda, recommendations, and related deliverables; and coordination with City staff, as more fully described in the Firm's Proposal.

The Firm shall furnish all deliverables, reports, documents, data, and related work products required to complete the Services in accordance with the requirements, standards, and specifications set forth in the Contract Documents.

All Services shall be performed in a professional manner and in accordance with the Contract Documents.

ARTICLE 4

Contract Time

Time is of the essence in the performance of the Contract. The Firm shall commence the Services upon full execution of the Contract and shall diligently prosecute the Services to completion in accordance with the schedule, milestones, and completion requirements set forth in the Contract Documents, including any schedule or timeline identified in the Firm's submitted proposal, scope of services, or work plan, as accepted by the City.

Unless otherwise stated in the Contract Documents, the Firm shall substantially complete all Services and deliverables within the timeframes set forth in the Firm's Proposal. Tasks 1 through 3 shall be completed in accordance with the schedule identified in the Firm's Proposal, and Task 4 shall be completed in accordance with a mutually agreed upon schedule established by the Parties during the performance of the Services.

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 **Twenty-Seven Thousand Five Hundred and 00/100 Dollars (\$27,500.00)** (the "Contract Price").

The Grand Junction City Council has duly appropriated the Contract Price for the use and benefit of the Services described in the Contract Documents. 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 binds itself and its successors, assigns, and legal representatives to the other party with respect to all covenants, agreements, and obligations contained in the Contract Documents.

The Contract Documents constitute the entire binding agreement between the City and the Firm and may be altered or amended only by a duly executed written instrument.

Neither the City nor the Firm shall, without the prior written consent of the other party, assign or transfer any interest under the Contract Documents. The Firm shall not assign any monies due or to become due under the Contract without the prior written consent of the City.

ARTICLE 7

Severability

If any part, provision, or portion of the Contract is determined to be invalid, illegal, void, or unenforceable by a court of competent jurisdiction or governmental authority having jurisdiction, such determination shall affect only the specific provision determined to be invalid or unenforceable, and all remaining 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: Duane Hoff Jr.
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Duane Hoff Jr.
Contract Administrator

Date: /16/2026

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

DocuSigned by:
By: Ray Ewing
220FD3F065434EE...
Raymond A. Ewing Jr.
Vice President

Date: /16/2026



Contract-Specific Negotiated Terms

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

- 1.34. Indemnification:** The Firm shall defend (to the extent of coverage under the Commercial General Liability provided pursuant to this Agreement), 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 attorneys' fees, arising out of or related to any injuries, damages, or losses to persons or property to the extent caused by the negligent act, error, omission, or fault of the Firm, its agents, employees, subcontractors, or suppliers in the execution or performance of the Contract.

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

Section 3.0: Allocation of Risk

- 3.1.** Except for liability arising from the Firm's gross negligence or willful misconduct and indemnity obligations for third party claims for personal injury or property damage, the Firm's liability is limited in the aggregate to the minimum insurance provided under this Agreement.
- 3.2.** Except for the Firm's indemnity obligations for third party claims for personal injury and property damage, the City and the Firm waive any claim against each other for consequential, indirect, special, or punitive damages.



Section 1.0: General Contract Terms and Conditions

- 1.1. **Americans with Disability Act (ADA) Compliance Mandate:** Pursuant to 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 proposal (Scope of Work) shall be available for public inspection in accordance with CORA and upon receipt of an [Open Records Request](#).

Public disclosure is also subject to the applicable provisions of CORA in the event the 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 offered, given, solicited, or received in connection with the selection of the Contractor 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, as well as 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 executed by the City and the Contractor. By executing the Contract, the Contractor represents that it has reviewed and understands the requirements of the Contract Documents and possesses the experience, resources, and capability necessary to perform the Services.

The Contract Documents are intended to be complementary and to include all Services, deliverables, coordination, labor, materials, documentation, and other items reasonably necessary to fulfill the Contractor's obligations under the Contract.

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

1.17. Payment & Completion: As stated in the Contract, the 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 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 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 Price 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 Price or Contract Time adjustments shall be made except through an approved Change Order.

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

- 1.20. Correction of Services:** The Firm shall perform all services and provide all deliverables in accordance with applicable professional and industry standards, utilizing the prevailing skill, care, and expertise expected in the relevant market or industry. Should any Services or Deliverables be non-compliant with the Contract requirements, the Firm shall bear all responsibility for the same and promptly correct all deficiencies to satisfy prevailing industry standards at no additional cost to the City.

The Firm shall bear all costs associated with correcting the non-conforming services or deliverables, including any additional work required by the City as a direct result of the deficiencies. If the Firm fails to remedy the non-conformance promptly, the City reserves the right to take corrective action and recover all related costs from the Firm.

- 1.21. Acceptance Not Waiver:** The City's review, approval, acceptance of, or payment for any Services or deliverables shall not relieve the Contractor 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 constitute acceptance of nonconforming Services or deliverables.

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

- 1.26. Confidentiality:** To the extent applicable to the performance of the Services, the Firm shall maintain in strict confidence all non-public information, data, records, reports, infrastructure information, operational information, and other materials disclosed by the City or obtained in connection with this Contract, including but not limited to information related to the City's water supply reservoirs, water treatment

infrastructure, monitoring activities, sampling results, system vulnerabilities, prevention strategies, mitigation planning, and related technical or operational documentation.

The Firm shall use such information solely for the purpose of performing the Services under the Contract and shall take reasonable measures to safeguard it from unauthorized access, disclosure, or use. The Firm shall ensure that its employees, subcontractors, agents, and representatives comply with the obligations set forth herein.

This obligation shall not apply to information that is publicly available through no fault of the Firm, or that is required to be disclosed by applicable law, regulation, or court order, provided the City is given prompt written 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 any of the following occurs: (1) Contract expires; (2) completion of Services; (3) final acceptance of Services; or (4) termination for convenience by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.

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

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 5935-26-KF

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 in accordance with the Contract, including but not limited to timely delivery of Services, adherence to applicable standards, or compliance with reporting, coordination, or other Contract requirements, 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, damages, or expenses incurred by the City because of such failure.

In instances of nonperformance, the City may pursue progressive corrective actions, as appropriate. However, if the failure materially affects project outcomes, threatens public safety, or disrupts the continuity or integrity of the Services, the City may take immediate action, including suspending or terminating 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 failure 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 at a later time in accordance with its terms.

- 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 attorneys' 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. Work Product and City Ownership:** All reports, memoranda, plans, specifications, calculations, models, technical analyses, monitoring data, sampling results, maps, drawings, recommendations, electronic files, and other materials, documents, data, or deliverables created, developed, or prepared by the Firm in connection with the Services under this Contract (collectively, the "Work Product") shall become the sole and exclusive property of the City upon creation, whether delivered or not. The Firm shall retain no ownership or proprietary interest in the Work Product, except for any pre-existing proprietary tools, methodologies, templates, or intellectual property owned by the Firm prior to performance of the Services.

All information, data, records, reports, infrastructure information, and other materials provided to the Firm by the City 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 this Contract without the City's prior written consent.

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

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

Any determination that the Firm has engaged in patent(s), copyright(s), or intellectual property right(s) infringement shall render this Contract subject to termination by the

City. However, such nullification shall not affect the City's right to seek indemnification under **Section 1.34** and this provision.

- 1.38. Governing Law:** The Contract and/or any agreement(s) resulting from the Firm's proposal or scope of work shall be deemed to have been made in, and shall be construed and interpreted by, the laws of the City of Grand Junction, Mesa County, Colorado. Any action arising from or under this Contract shall be in the District Court 21st Judicial District, Mesa County, Colorado.
- 1.39. Expenses:** The City shall not reimburse, nor shall the Firm charge, any costs incurred in preparing, submitting, or presenting a proposal or scope of work.
- 1.40. Sovereign Immunity:** The City expressly reserves and asserts all rights, privileges, and defenses available under Colorado's Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, as well as all applicable case law interpreting and construing the same. Nothing in the Contract or in any related documents shall be construed as a waiver, limitation, or modification of the City's sovereign immunity or governmental 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 is subject to non-appropriation of funds in accordance 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 remedies available under the Contract or applicable law to ensure compliance with the contractual obligations.
- 1.43. Default:** The City reserves the right to terminate the Contract if the Firm materially breaches any of its obligations, including failure to perform services in a timely, competent, or professional manner; failure to comply with project requirements, administrative procedures, or reporting obligations; or violation of applicable laws, regulations, or contract terms.

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

If the Firm fails to cure the default within the time specified in the notice, the City may take appropriate corrective action, including procuring substitute services from

another provider, and may hold the Firm responsible for any resulting costs, damages, or losses.

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

1.44. Definitions: Unless otherwise stated, the following definitions shall apply throughout this 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 Contract Documents. 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 Price, 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 Price” refers to the total amount payable by the City to the Firm for the full and satisfactory completion of the required Services. This amount includes all labor, materials, equipment, Services, and any other obligations specified in the Contract Documents.

The Contract Price 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,” “Services,” or “Work” refers to the endeavor described in the Firm’s proposal 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, coordination, technical expertise, and professional services necessary to perform the Services 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

Coverage shall apply 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 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.



Memorandum

TO: Ashley Firl, Interim Utilities Director
FROM: Mark Ritterbush, Water Services Manager
DATE: June 15, 2026
SUBJECT: Contract for Professional Services to Develop a Zebra Mussel Surveillance Program for City Infrastructure

This memorandum requests approval to enter into a non-competitive professional services contract with Civil and Environmental Consultants, Inc. (CEC) in the amount of \$27,500.00 to provide professional services to work with City staff to develop a zebra mussel detection program, identify best practices for prevention, and, if necessary, develop mitigation strategies for zebra mussels.

Since zebra mussels were first detected in the Grand Valley in 2022, increased sampling has shown them to be ubiquitous in all waters fed by the Colorado River. This poses a real hardship to water providers reliant on the Colorado River. Engaging CEC for the services outlined in the attached proposal will provide a proactive approach to protecting the City's watershed on the Grand Mesa from the spread and potential impacts of zebra mussels.

CEC's experts have decades of experience related to zebra mussel monitoring, prevention, and mitigation strategies. CEC is well-qualified and appear to have a no-nonsense approach to helping the City develop practical and effective recommendations tailored to the City's infrastructure and operational needs.

Specific tasks and deliverables are listed in the attached proposal.

Sincerely,

A handwritten signature in black ink that reads "Mark Ritterbush".

Mark Ritterbush
Water Services Manager

Approval:

Signed by:

A handwritten signature in black ink that reads "Ashley Firl".

BF00E9A69C3403...

Ashley Firl
Interim Utilities Director

Date: 6/15/2026



Civil & Environmental Consultants, Inc.

June 15, 2026

Ms. Ashley Firl
Environmental & Compliance Manager
City of Grand Junction
250 North 5th Street
Grand Junction, Colorado 81501

Dear Ms. Firl:

Subject: Revised Proposal to Provide Zebra Mussel Related Services
City of Grand Junction, Colorado
CEC Project 362-643

Civil & Environmental Consultants, Inc. (CEC) is pleased to submit this revised proposal to provide zebra mussel-related services to the City of Grand Junction, Colorado (Grand Junction). This program will include an assessment of the potential establishment of a zebra mussel population in Grand Junction's reservoir system, development of a site-specific zebra mussel biological monitoring program, and a review of zebra mussel control options that could be used to protect Grand Junction's water treatment system. This work will be led by Mr. Cameron Lange, a nationally recognized zebra mussel expert.

1.0 BACKGROUND

Zebra mussels (*Dreissena polymorpha*) and the closely related quagga mussels (*Dreissena bugensis*) are invasive mollusks that pose a significant risk to the operations and infrastructure of any facility that withdraws raw water from an infested source. Flow of water provides food and oxygen sources for the macrofouling mussels, which, combined with an absence of predators, creates an ideal habitat for zebra mussel proliferation in intake structures, along with cooling and irrigation system piping. Once infestation occurs, adult zebra mussels can build layers up to twelve inches thick, severely constricting flows; clogging pumps, screens, and filters; and reducing water withdrawal rates. As zebra mussel colonies thicken, the mussels closest to the structures, to which they have adhered, often die from lack of nutrients or oxygen, resulting in sloughing of large masses of mussels and sudden plugging of downstream piping and pumps. The reproduction cycle includes a very small free-living larval stage (veliger) that begins to settle and transform into the attached adult form when as small as 180 microns. Densities of over 1,000,000 veligers per cubic meter have been found in zebra mussel-infested waters, so the density of settled mussels can rapidly increase in an unprotected raw water system.

Zebra mussel infestations can also adversely affect the ecosystem and water quality. The mussels filter large volumes of water and remove phytoplankton and zooplankton, increasing water clarity and bioaccumulating contaminants. Increased water clarity may stimulate growth of blue-green algae that may produce aesthetic issues as well as microcystins, which can produce toxic effects to fish, wildlife, and humans.

2.0 PURPOSE

The purpose of the effort is to develop a site-specific zebra mussel strategy for Grand Junction's water treatment facilities. CEC understands that Grand Junction's objectives of this program are to be proactive in their approach to possible zebra mussel infestations. Zebra mussels have been found in Colorado, including in the Colorado River that is near Grand Junction's water supply reservoirs. Whether the mussels are in the reservoirs is not known. Grand Junction's goals are to (1) be able to monitor effectively, (2) have

Ms. Ashley Firl
CEC Project 362-643
Page 2
June 15, 2026

a plan to mitigate any mussel issues, and (3) make long-term plans for their infrastructure so it's ready to operate if/when zebra mussel infestations occur.

3.0 SCOPE OF SERVICES

The following stepwise approach has been successfully used by CEC staff at other facilities to provide them with information that is necessary to address potential impacts to the facilities' systems in a cost-effective manner. CEC proposes conducting the following:

Task 1. Conduct a Site Visit

Upon contract award, CEC's zebra mussel expert, Cameron Lange, will travel to Grand Junction to conduct a site visit. The goals of this site visit are to 1) provide Grand Junction staff with an overview of the zebra mussel issue with an emphasis of potential impacts to their facilities and mitigation options, 2) interface with Grand Junction personnel to allow CEC to have a greater understanding of the facilities and Grand Junction's concerns of how the mussels could impact operations, and 3) visit the facilities and various water supply reservoirs to gain an understanding of the source waters. CEC assumes that these goals can be addressed during a one full day visit.

Task 2. Determine Likelihood of Infestation of Water Supply Reservoirs

CEC will conduct a desktop analysis of the likelihood of establishment of zebra mussels in each of Grand Junction's water supply reservoirs based on physiological requirements of the mussels. Available data on a variety of parameters, including calcium concentration, potassium concentration, available nutrients (e.g., chlorophyll-a), pH, temperature regimes, available substrates, and drawdowns, will be compared to zebra mussel life history requirements. CEC will provide an opinion of the likelihood and potential degree of infestation. If data are unavailable, CEC will provide a summary of parameters and frequency that those measurements should be collected. CEC anticipates that the results of this evaluation will be incorporated into a Technical Memorandum, which will be submitted within two weeks of completion of Task 1 and the receipt of available water quality data from Grand Junction. If required, one 2-hr. meeting attended by Cameron Lange and Grand Junction staff to review the results of this task.

Task 3. Develop a Site-Specific Zebra Mussel Monitoring Program

Based on the results of Tasks 1 and 2, CEC will provide Grand Junction with a biological monitoring program that includes detection of zebra mussel veligers (free-swimming mussel larvae), settlement of juveniles and settled adults on natural substrates and in your infrastructure.

Veliger monitoring will include a protocol for field sampling for veliger detection using cross-polarized light microscopy techniques. A recommendation regarding the frequency, location, and number of samples will be provided. If desired, CEC will provide Grand Junction with an overview of field techniques for collection of samples for analyses using the PCR techniques. CEC is available to conduct cross-polarized light microscopy in our laboratory. If desired, CEC can provide cost per sample price for these analyses after completion of this task.

CEC will also provide a protocol for using artificial substrates to detect any mussel settlement. This protocol will include a recommendation regarding location of the samplers and frequency of inspection. Finally, CEC will provide an approach for direct inspection of natural substrates and Grand Junction's infrastructure to detect adults. A brief discussion about enlisting public support will also be provided. CEC anticipates

Ms. Ashley Firl
CEC Project 362-643
Page 3
June 15, 2026

that the results of this evaluation will be incorporated into a Technical Memorandum, which will be submitted at an agreed-upon date. If required, one 2-hr. virtual meeting attended by Cameron Lange and Grand Junction staff to review the results of this task.

Task 4. Conduct an Assessment of Potential Zebra Mussel Controls

A number of approaches have been used to control zebra mussels in raw water systems, including chemical, non-chemical, and mechanical strategies. In many cases, the control strategy at a facility includes a combination of approaches. Unfortunately, one single efficacious approach or treatment does not exist, and each site and facility must be assessed to determine the most biologically and cost-effective method without causing damage to the system or the environment.

CEC will develop a list of identified approaches that have been evaluated and/or used for zebra mussel control in reservoir and potable water facilities. For each control approach, CEC will provide a brief description of the control approach and a summary of available information of the known use of the control at other facilities.

Concurrently with Task 1, CEC will evaluate and review information provided on Grand Junction's facilities, as well as information on the source waters. CEC will provide Grand Junction with a short list of potential controls for each potentially impacted infrastructure component and the reservoir systems. For each potential control, CEC will provide facility-specific information on each short-listed control relative to:

- proven biological effectiveness,
- advantages/disadvantages,
- relative capital costs,
- relative operational costs,
- any impacts to operations,
- general time to implement,
- simplicity of operation
- operation and maintenance requirements,
- regulatory considerations,
- environmental impacts and
- any additional criteria requested by Grand Junction.

CEC anticipates that the results of this evaluation will be incorporated into a Technical Memorandum, which will be submitted at an agreed-upon date. Pertinent information will be provided to Grand Junction in a spreadsheet matrix. If required, two 2-hr. virtual meetings attended by Cameron Lange and Grand Junction staff to discuss potential control approaches and review the results of this task.

4.0 SCHEDULE

Within two weeks of contract award, CEC will conduct a site visit as described in Task 1. CEC will then complete Task 2 within two weeks of the completion of Task 1 and receipt of available water quality data from Grand Junction. Upon completion of Tasks 1 and 2, CEC will prepare the Technical Memorandum on Monitoring (Task 3). It is anticipated that this will be completed prior to mid-June, that allows for initiating the monitoring program prior to the initiation of zebra mussel spawning. Task 4 is not time-

Ms. Ashley Firl
CEC Project 362-643
Page 4
June 15, 2026

critical since zebra mussels have not been reported in the Grand Junction reservoir system this task will be completed at a mutually agreed-upon date after completion of Tasks 1-3.

5.0 COST ESTIMATE

CEC estimates that the costs to perform the above scope are:

Task 1. Conduct a Site Visit	\$7,350.00
Task 2. Determine Likelihood of Infestation of Water Supply Reservoirs.....	\$4,500.00
Task 3. Develop a Site-Specific Zebra Mussel Monitoring Program.....	\$6,200.00
Task 4. Assessment of Potential Zebra Mussel Controls.....	<u>\$9,450.00</u>
Total Estimated Cost.....	\$27,500.00

This cost estimate assumes all services will be provided in 2026. If work continues beyond 2026, an updated budget will be presented to Grand Junction.

Hourly rates for personnel anticipated to perform the above services are as follows:

- Cameron Lange \$248.00/hr.
- Kate Gaglio \$183.00/hr.

All other personnel will be billed at the rates provided as Attachment A.

A Technology and Office Service Fee, equivalent to 3% of professional fees, will be added to each invoice for project expenses associated with software, computer technology, and incidental office expenses. Reimbursable expenses, including subcontracted services, will be invoiced at cost plus a 10% administrative fee.

6.0 CLOSING

CEC looks forward to providing Grand Junction with this zebra mussel program. Please do not hesitate to contact Cameron Lange at (716) 930-6080 or clange@cecinc.com with any questions or comments that you may have regarding this proposed scope of work.

Very truly yours,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

Cameron Lange
Principal, Ecological Services

Ray Ewing
Vice President

Ms. Ashley Firl
CEC Project 362-643
Page 5
June 15, 2026

CEC’s proposal is valid for thirty (30) days from the date of the proposal, after which time the validity may only be extended with CEC’s consent. CEC reserves the right to revise, adjust or withdraw this proposal if not accepted by City of Grand Junction within thirty (30) days of the date of the proposal. The individual signing below warrants that they have authority to sign and execute this Agreement on behalf of City of Grand Junction .

CEC Project 362-643, dated June 15, 2026
ACCEPTED BY: City of Grand Junction

Signature:	DocuSigned by: <i>Duane Hoff Jr.</i> 9F789E7D50F14BC...	Date:	<u>/16/2026</u>
Name:	<u>Duane Hoff Jr.</u>	Title:	<u>Contract Administrator</u>

ATTACHMENT A

2026 BILLING RATES

ATTACHMENT A
Category Rate Table*
City of Grand Junction
Zebra Mussel Services
362-643

Title	Rate
Senior Principal	\$260.00
Principal	\$248.00
Senior Project Manager	\$228.00
Project Manager III	\$196.00
Software Developer III	\$183.00
Project Manager II	\$183.00
Project Manager I	\$170.00
Senior Designer	\$138.00
Assistant Project Manager	\$143.00
Designer	\$143.00
Senior Field Technician	\$143.00
Senior CADD Technician	\$122.00
Project Consultant	\$117.00
Project Scientist	\$117.00
Cad Operator	\$111.00
Staff Consultant	\$106.00
GIS Analyst I	\$99.00
Survey Technician I	\$99.00
Technician I	\$99.00
Survey Technician III	\$99.00
2-Man UAV Survey Crew	\$99.00
Technician II	\$99.00
Survey Technician IV	\$99.00
Field Technician	\$99.00
Survey Technician II	\$99.00
Staff Scientist	\$99.00
Secretary	\$72.00
Office Manager	\$72.00
Administrative	\$72.00
Assistant Office Manager	\$72.00

*Rates valid through December 31, 2026



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2027

6/17/2026

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 Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Ins Co Pitts. PA INSURER B: New Hampshire Insurance Company INSURER C: Allied World Surplus Lines Insurance Company INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC # 19445 23841 24319
INSURED 1520205 CIVIL & ENVIRONMENTAL CONSULTANTS, INC. 700 CHERRINGTON PARKWAY MOON TOWNSHIP PA 15108		

COVERAGES**CERTIFICATE NUMBER:** 23645779**REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	526-81-68	4/1/2026	4/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	448-96-61 (AOS) 448-96-62 (MA)	4/1/2026 4/1/2026	4/1/2027 4/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
B A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	Y N/A	WC 072113360 (AOS) WC 072113361 (CA)	4/1/2026 4/1/2026	4/1/2027 4/1/2027	☒ 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
C	PROFESSIONAL LIABILITY	N	N	0313-6673	4/1/2026	4/1/2027	\$1,000,000 EACH CLAIM; \$2,000,000 AGGREGATE

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

RE: 362-643 - ZEBRA MUSSEL SURVEILLANCE PROGRAM FOR CITY INFRASTRUCTURE, CONTRACT NO. 5935-26-KF. THE CITY OF GRAND JUNCTION, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTOMOBILE LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE CITY OF GRAND JUNCTION APPLIES AS RESPECTS GENERAL LIABILITY, AUTOMOBILE LIABILITY AND WORKERS COMPENSATION/EMPLOYERS LIABILITY, IF REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

CERTIFICATE HOLDER**CANCELLATION** See Attachments

23645779
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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POLICY NUMBER: 526-81-68

**COMMERCIAL GENERAL LIABILITY CG 20 10
12 19**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization whom you become obligated to include as an additional insured as a result of any contract or agreement you have entered into.	Per the contract or agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;
in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service,

maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: 526-81-68
LIABILITY

COMMERCIAL GENERAL

CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization whom you become obligated to include as an additional insured as a result of any contract or agreement you have entered into.	Per the contract or agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

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

- 1. Required by the contract or agreement; or**
- 2. Available under the applicable limits of insurance; whichever is less.**

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: 526-81-68
GENERAL LIABILITY

COMMERCIAL

CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER: 526-81-68

COMMERCIAL GENERAL LIABILITY CG 24 04 12 19

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Pursuant to applicable written contract or agreement you enter into.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions**:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 4/1/2026

forms a part of Policy No. 448-96-61 (AOS)

448-96-62 (MA)

issued to **CIVIL & ENVIRONMENTAL CONSULTANTS, INC**

by **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

Any person or organization for whom you are contractually bound to provide Additional Insured status but only to the extent of such person's or organization's liability arising out of the use of a covered "auto".

I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

1. The coverage and/or limits of this policy, or
2. The coverage and/or limits required by said contract or agreement.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 4/1/2026
forms a part of Policy No. 448-96-61 (AOS), 448-96-62 (MA)
issued to CIVIL & ENVIRONMENTAL CONSULTANTS, INC
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.



Authorized Representative or
Countersignature (in States Where
Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 4/1/2026

forms a part of Policy No. 448-96-61 (AOS)
448-96-62 (MA)

issued to **CIVIL & ENVIRONMENTAL CONSULTANTS, INC**
by **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

1. The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
2. The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 4/1/2026

forms a part of Policy No. **WC 072113360 (AOS)**
WC 072113361 (CA)

Issued to **CIVIL & ENVIRONMENTAL CONSULTANTS, INC.**

By **NEW HAMPSHIRE INSURANCE COMPANY**

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

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

Schedule

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME
OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY
AGAINST, UNDER ANY WRITTEN CONTRACT OR AGREEMENT
YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

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

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

Countersigned by

WC 00 03 13
(Ed. 04/84) Authorized Representative