FOO07BRI

TYPE OF RECORD:	NON-PERMANENT
CATEGORY OF RECORD:	CONTRACT
NAME OF CONTRACTOR:	FOOTHILLS CIVIL DESIGN
SUBJECT/PROJECT:	PROFESSIONAL SERVICES AGREEMENT FOR BRIDGE ENGINEERING AT 25.2 & D.2 ROADS
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2007
EXPIRATION DATE:	04/04/ 08 - 2058
DESTRUCTION DATE:	-01/15



PROFESSIONAL SERVICES AGREEMENT

Engineering Services Bridge GRJ-25.2-D.2

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PROFESSIONAL SERVICES AGREEMENT

SECTION 1: GENERAL CONTRACT TERMS AND CONDITIONS

- **1.1 Contract Terms:** This Contract is entered into this 1 day of 2007 by **Foothills Civil Design** hereinafter called "the Consultant" and **the City of Grand** Junction, Colorado, hereinafter called "the City."
- **1.2 Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this contract. All amendments to the contract shall be made in writing by the City Purchasing Division.
- **1.3 Assignment:** The Consultant shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written approval from the City.
- **1.4 Compliance with Laws:** The Consultant's work under this contract shall comply with all Federal, State, County and local laws governing or covering this type of service
- 1.5 Conflict of Interest: No public official or City employee shall have interest in this contract.
- **1.6 Project Manager:** The project management for the City for this contract shall be accomplished by Tim Moore, Public Works & Planning Director.

The project manager, on behalf of the City, shall render decisions in a timely manner pertaining to the work proposed or performed by the Consultant. The project manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.

The project management for the Consultant for this contract shall be accomplished by Jack Meyers.

- **1.7 Contract Termination:** This contract shall remain in effect until any of the following occurs:
 - (1) contract expires;
 - (2) completion of services;
 - (3) 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.

1.8 Definitions:

1.8.1 "City" refers to the City of Grand Junction, Colorado.

- 1.8.2 "Consultant" refers to the person, partnership, firm or corporation entering into an agreement with the City of Grand Junction for the services required and the legal representatives of said party or the agent appointed to act for said party in the performance of the service(s) contracted for.
- **1.9 Employment Discrimination:** During the performance of services under this contract the Consultant agrees to the following conditions:
 - 1.9.1 The Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Consultant. The Consultant agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 1.9.2 The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, shall state that such Consultant is an Equal Opportunity Employer.
 - 1.9.3 Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- **1.10 Ethics:** The Consultant shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the City.
- 1.11 Failure to Deliver: In the event of failure of the Consultant to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the Consultant responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the City may have.
- **1.12 Failure to Enforce:** Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.
- **1.13 Force Majeure:** The Consultant shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Consultant, unless otherwise specified in the contract.
- **1.14 Indemnification:** The Consultant shall defend, indemnify and save harmless the City and all its officers, employees, insurers and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Consultant, or of any Consultant's

agent, employee, subcontractor or supplier in the execution of, or performance under, this contract. The Consultant shall pay any judgment with cost which may be obtained against the City growing out of such injury or damages.

- **1.15 Independent Consultant:** The Consultant shall be legally considered an independent consultant and neither the Consultant nor its employees shall, under any circumstances, be considered servants or agents of the City. The City shall be at no time legally responsible for any negligence or other wrongdoing by the Consultant, its servants, or agents. The City shall not withhold from the contract payments to the Consultant for any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Consultant. Further, the City shall not provide to the Consultant any insurance coverage or other benefits, including Workers' Compensation, normally provided by the City for its employees.
- **1.16 Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the City.
- **1.17 Patents/Copyrights:** The Consultant agrees to protect the City from any claims involving infringements of patents and copyrights. In no event shall the City be liable to the Consultant for any suit arising on the grounds of patent or copyright infringement. Patent and copyright infringements shall null and void this contract.
- **1.18 Remedies**: The Consultant and the City agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- **1.19 Venue**: This contract shall be deemed to have been made in and shall be construed and interpreted in accordance with the laws of the City of Grand Junction, Mesa County, Colorado.

SECTION 2: INSURANCE REQUIREMENTS

- 2.1 Insurance Requirements: The Consultant agrees to procure and maintain, at its own cost, policies of insurance sufficient to insure against all liability, claims, demands and other obligations assumed by the Consultant pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.
- 2.2 Insurance Limits: The Consultant shall procure and maintain and, if applicable, shall cause any Subcontractor of the Consultant to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the City. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Consultant pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and

extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below.

(a) Worker Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Contract, and Employers' Liability insurance with minimum limits of:

FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - each employee

(b) General Liability insurance with minimum combined single limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises and operations. The policy 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 include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

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

ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate

With respect to each of the Consultant's owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision.

(d) Professional Liability insurance with minimum limit of not less than:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate

2.3 The policies required by paragraphs (a), (b), and (c) above shall be endorsed to include the City and the City's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, or carried by or provided through any insurance pool of the City, shall be excess and not contributory insurance to that provided by the Consultant. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Consultant shall be solely responsible for any deductible losses under any policy required above.

SECTION 3: SCOPE OF SERVICES

- **3.1 General:** The general scope of services to be performed under this contract shall be the completion of the replacement design for Monument Road Bridge GRJ-25.2-D.2. The Consultant shall act as a representative of the City before, during, and at completion of the project.
- 3.2 Scope of Services: The Scope of Services shall be as described in Exhibit A.
- **3.3 Project Schedule:** The Project Schedule shall be as described in Exhibit B.

SECTION 4: COMPENSATION AND METHOD OF PAYMENT

- **4.1 Compensation:** For satisfactorily performing the scope of work described above the Consultant shall receive periodic payments for consulting work through the completion of the project. Professional services authorized and performed during the duration of the project will be paid for as reimbursable expenses at the unit prices listed in the Fee Schedule (see Exhibit C).
- **4.2 Method of Payment:** The Consultant shall submit invoices at the completion of various phases during the process, as identified in Exhibit C, and on monthly or less frequent basis for services authorized during the bidding and construction phases.

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SECTION 5: EXECUTION

5.1 In Witness whereof, the parties hereto have caused this Contract to be duly executed, intending to be bound thereby.

City of Grand Junction

Authorized Signature:	
Name and Title: Scott Hockins, Senior Buy	<u>e</u> (
Date: $4(190)$	

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Foothills Civil Design LLC

Authorized Signature:	Sch	WM	PE	
Name and Ti	itle:	m WMyers,	Princip	nd
Date:	Ju	m 18, 2007		

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Exhibit A

SCOPE OF SERVICES

Engineering Services for Bridge GRJ-25.2-D.2

1. City's Responsibilities

- 1.1. The City of Grand Junction will furnish topographic surveys and base mapping for the project including the existing bridge, canal & canal siphon, roads, utilities and other features. Additional survey and other available information will be provided upon request. The base map will be prepared in AutoCAD 2007. The surface model will be prepared in Land Desktop.
- 1.2. The City will furnish the initial horizontal roadway alignment and centerline profile at the bridge location. Adjustments to the roadway alignment and profile which may be necessary for the bridge design will be performed by the City.
- 1.3. The City will furnish the 2006 Bridge Inspection Report and a copy of construction drawings for the existing structure.
- 1.4. The City will arrange for the potholing of buried utility lines and show the elevation and location of the located utility on the base map.
- 1.5. The City will prepare the documents and exhibits for the acquisition of additional rightsof-way and easements, if needed, and shall procure said rights-of-way and easements.
- 1.6. The City will provide timely review of design plans and documents.
- 1.7. The City will prepare the final *Bid Documents* and conduct the bidding and construction contract award processes.
- 1.8. The City will administer the construction contract and provide a full time Construction Inspector during construction of the new bridge and road improvements.

2. Consultant's Responsibilities

This project will replace an existing 2-lane, 2-span bridge on Monument Road over the Redlands Power Canal. Monument Road is classified as a Minor Arterial roadway. The daily traffic volume was measured at 4500 vehicles per day in February 2004. The bridge is located adjacent to the outlet end of an inverted siphon consisting of twin box culverts (8' x 8' each) that convey the canal under No Thoroughfare Canyon, a natural drain way. The existing bridge has a sufficiency rating of 76.5 and is classified as functionally obsolete as it is too narrow to accommodate pedestrians, bicycle lanes and proposed roadway improvements.

The proposed roadway alignment is on a horizontal curve and tapers in width from 43.5' to 45.5' across the bridge. A 6 ft. wide sidewalk is planned on north (downstream) side of the bridge.

- 2.1. Evaluate alternatives and costs for replacement of the existing bridge. Include options for aesthetic treatment of visible exposed surfaces and railings. Prepare cost estimates and comparison of structure types and make recommendations for the preferred alternative. The alternatives analysis shall include an evaluation of impacts and costs related to length of time required to construct of each alternative.
- 2.2. Upon City approval of the structure type, the Consultant shall prepare final construction drawings, details, Special Conditions, Special Provisions, Bid Schedule and Engineer's Cost Estimate for replacement of the bridge and approaches.
- 2.3. All structural design shall be in accordance with current AASHTO Standards and design criteria. The minimum design live load shall be HS-20.
- 2.4. The Consultant shall obtain the maximum flow rate in the canal from the Redlands Power Company and shall size the structure to carry the required flow without raising the water surface elevation in the canal. The design shall include the evaluation and appropriate treatments to prevent damage to the canal and structures from scouring.
- 2.5. The Consultant shall obtain the services of a geotechnical consultant who shall perform the geotechnical investigation and analyses for the design of the bridge and roadway approaches.
- 2.6. Identify any rights-of-way, temporary easements and permanent easements needed for the construction of the bridge replacement.
- 2.7. Identify and contact all affected utility owners; identify potential utility conflicts and relocation needs; and coordinate the resolution of any utility conflicts.
- 2.8. Prepare and submit the final drawings as DWG files in AutoCAD 2004 or later. The CTB file for the drawing files shall also be submitted. Plans shall be scaled for reproduction as ANSI C (11 x 17) and ANSI D (22 x 34) plan sets.

Prepare Special Provisions, Special Conditions and Schedule of Submittals in Microsoft Word for inclusion in the project Bid Documents. The Bid Schedule shall be prepared in Microsoft Excel.

- 2.9. The Consultant shall attend a minimum of three meetings in Grand Junction during the design and bidding phases. These meetings will be held at Grand Junction City Hall.
 - 2.9.1. Preliminary Structural and Geometric Design Review Meeting
 - Identification of affected property owners and utility companies.
 - Presentation of bridge design options and cost comparisons.
 - Identification of easement and right-of-way needs.
 - Identification of all permit and clearances needed.
 - Identification of utility conflicts.
 - Provide updated project schedule
 - 2.9.2. Final Office Review Meeting with City staff and utility companies
 - Review final Construction Drawings
 - Review proposed utility resolutions.

Bridge GRJ-25.2-D.2

- Review of geotechnical investigation report, foundation design and bridge approach pavement design.
- Review Project Special Conditions, Special Provisions, Bid Schedule, Engineer's Cost Estimate and Schedule of Submittals.
- 2.9.3. Pre-bid Meeting
 - Answer technical questions from potential bidders.
- 2.10. During the bidding phase the Consultant shall:
 - Attend the pre-bid meeting.
 - Provide technical support, drawings and specifications necessary for the preparation of addenda.
- 2.11. During the construction phase the Consultant shall perform the following services:
 - Attend the preconstruction meeting.
 - Review and approve shop drawings and other contractor submittals.
 - Attend construction progress meetings upon request.
 - Provide construction site design support upon request.
 - Provide technical support for the preparation of Change Orders, upon request.
 - Perform inspection of reinforcing steel and other structural inspections upon request.

The City Project Manager shall notify the Consultant at least five days before each the above listed services will be needed. This notice shall not be required in case of an emergency.

Exhibit B

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PROPOSED PROJECT DESIGN – CONSTRUCTION SCHEDULE

Engineering Services for Bridge GRJ-26.5-F.6

Item	<u>Date</u>
Execution of Professional Services Agreement	June 13, 2007
Complete Field survey and base mapping (by City)	June 15, 2007
Complete Alternatives Analysis and Preliminary Structural and Geometric Design	July 27, 2007
Preliminary Design Review Meeting	August 8, 2007
Complete Final Structural and Geometric Design	September 14, 2007
Complete Final Construction Drawings and Bid Documents	October 5, 2007
Final Office Review Meeting	October 11, 2007
Make Final Revisions; Print Plans and Bid Documents	October 12-19, 2007
Advertise for Bids	October 21 & 28, 2007
Pre-bid Meeting	November 6, 2007
Open Bids	November 13, 2007
City Council Approves Award of Construction Contract	December 5, 2007
Preconstruction Meeting	December 19, 2007
Begin Construction	January 2, 2008
Complete Construction	April 4, 2008

Foothills Civil Design LLC

Standard Fee Schedule

Personnel Fees (per hour)

Principal	120.00
Project Manager	95.00
Design Engineer	80.00
Field Engineer	60.00
Construction Inspection	50.00
Drafter/ CADD Operator	50.00
Clerical	35.00
2-Person Survey Crew	120.00
3-Person Survey Crew	150.00

Reimbursable Expenses

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Travel expenses	At cost
Mileage	0.45 per mile
Direct project expense	Cost + 10%
Engineering prints	0.35 per sq. ft.
Mylars	2.00 per sq. ft.

Fees current as of January, 2007. All rates are subject to change. Foothills Civil Design LLC, Longmont, CO 80501

Exhibit C

FEE SCHEDULE

Engineering Services for Bridge GRJ-25.2–D.2

Fee for Preliminary Design Phase	\$22,000
Fee for Final design and Bidding Phases	\$23,000
Total Lump Sum Fee for Design and Bidding Phases	\$45,000

<u>Construction Phase</u> – The costs for services requested or authorized during the construction phase (including services listed in Section 2.11 will be reimbursable at the following rates.

Descri	otion	Hourly Rate or Unit Price
Person	inel	
Eng	gineer	\$80.00/hr
Cor	nstruction Inspector	\$50.00/hr
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Rei	mbursable	Attach Fee
Exp	enses	Schedule

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GRAND JCTN PUB WRKS

FARMERS INS

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Commercial Certificate of Insurance FARMERS Agency DON RENZELMAN INS Name 2919 17TH AVE STE 111 (MM/DD/YY) 05/31/2007 Issue Date R LONGMONT, CO 80503 э. Address This certificate is issued as a matter of information only and confers no rights upon the corrificant holder. This contificate does not amend, extend or alter the coverage afforded by the policies shown below. <u>s. 07</u> Dist. 22 Agent 333 **Companies** Providing Coverage. Company A Truck Insurance Exchange Inmed . JOHN MYERS Company B Farmers Insurance Exchange Name 2234 DUNBAR COURT Company C Mid-Contury Insurance Company ð. LONGMONT, CO 80501 DBA POOTHILLS CIVIL DESIGN Address <u>Charge</u>ary Letter Coverages This is to certify that the policies of insurance listed below have been lasted to the insured named above for the policy period indicated. Norwithstanding 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 attivided by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by mil chiers.

ф. Г.		Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy I	irriit a
		General Liability				General Ageregate Products-Comp/OP5	S
		Commercial General Liebility				Aggregate	\$
	{	- Occusience Version				Personal & Advertising injury	3
		Contractual - Incidental Only				Fach Occurrence Fire Damage (Any one fire)	\$
		Owners & Consectors Prot.				Medical Expense (Any one person)	\$
		Automobile Liebility All Owned Commercial				Combined Single Limit	\$ 500,000
_		Autos	AUTO.166877977			Bedily Injury (Per penna)	,
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		Non-Owned Auros Carage Liability				Froperty Damage	\$
			annamis I an stationage and it is incomposition) 	Garage Aggregate	*
		Umbrella Liability	, , , , , , , , , , , , , , , , , , ,			Limit	\$
		Workers' Compensation and				Statutory Each Acciden:	\$
		Employers' Liability			1	Discase - Each Employee Discase - Policy Limit	\$. *

Description of Operational Vehicles/Restrictions/Special items:

PROJECT: 7TH STREET BRIDGE

Certificate Holder

. CITY OF GRAND JUNCTION Nume PUBLIC WORKS ENG DIV SC. 250 N 5TH STREET GRAND JCT, CO 81591 Address

Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the sessificante bodder narragel (as the holt, han futhere in muit work notice shall impose no obligation or flability of any light upon the company, its agents or representatives,

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Authorized Representative

	Jur~	01-07 01:58pm From-Brown	n&B rown	97048	44165	T-564 P.001/001	F-091
	4 <u>C</u>	ORD. CERTIFIC	ATE OF LIABI	LITY INSU	RANCE	OP ID JO FHCIV-1	DATE (MM/00/YYYY) 06/01/07
PRODUCER Brown & Brown Inc 125 S Howes, 5th Floor P O Box 2226 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.						ICATE FEND OR	
		Collins CO 80522-2226 :970-482-7747		INSURERS AF	FORDING COVE	RAGE	NAIC #
INSU	RED					sualty Ins Co	
					LARTFORD FI	RE INSURANCE CO	
		Foothills Civil De	sign, LLC	INSURER C:		<u>_</u>	
		2324 Dunbar Court Longmont CO 80501		INSURER D:	······································		
COV	ERA	NGEŚ		INSORER E:			_!
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LTR	NSR0	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
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A		X HIRED AUTOS X NON-OWNED AUTOS	34SBMUI6405	05/21/07	05/21/08	BODILY INJURY (Per accident)	\$
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B	ANY	LOYERS' LIABILITY PROPRIETOR/PARTNER/EXECUTIVE	34WECTF3854	06/01/07	06/01/08		s 100,000
OFFICER/MEMBER EXCLUDED?					- •	E.L. DISEASE - EA EMPLOYEE	
If yos, describe under SPECIAL PROVISIONS below OWNER							
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS The City and the City's officers and employees are included as Additional Insured's on the General Liability. Coverage is primary and any insurance							
¢aı	rri	ed by the City, its c ontributory.	officers, or its en	pe is primary ployees shall	and any in I be excess	and	

Attn: Don Newton, Engineering Project Manager FAX: 970-256-4022

CERTIFICATE HOLDER	CANCELLATION
CITGRJU City of Grand Junction Public Works Department 250 N. 5th Street Grand Junction CO 81501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF. THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SMALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
ACORD 25 (2001/08)	MACORD CORPORATION 1985