



## LETTER OF INTENT

Date: February 10, 2016  
Company: JVA, Incorporated  
Project: Design Services for City of Grand Junction Water Treatment Plant Filter Upgrade Project RFP-4166-16-DH

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Based upon review of the proposals received for Request for Proposal RFP-4166-16-DH Design Services for City of Grand Junction Water Treatment Plant Filter Upgrade Project, your company has been selected as the preferred proposer. It is the intent of the City of Grand Junction to award the aforementioned contract to your company as listed in the RFP document(s), your proposal response, and the agreed upon additional negotiated term for the entire contract price to be a "not to exceed price".

This project must be approved by the City of Grand Junction, City Council prior to contract award. The projected City Council meeting date for approval is February 17, 2016.

Once approved, in addition to a signed contract, you will need to provide your Certificate of Insurance as per the solicitation documents.

Please feel free to contact me with any questions at 970-244-1545.

Thank you and Best Regards

A handwritten signature in black ink, appearing to read "Duane Hoff Jr.", is written over a white background.

Duane Hoff Jr., Senior Buyer



**NOTICE OF AWARD**

Date: February 18, 2016  
Contractor: JVA Consulting Engineers, Inc.  
Project: Design Services for City of Grand Junction Water Treatment Plant Filter Upgrade Project RFP-4166-16-DH

The City of Grand Junction has considered the proposal submitted by the Firm for the Project, in response to the Solicitation.

The Firm is hereby notified that the proposal received from the Firm for the Project in the not to exceed amount of \$142,900.00 was accepted. The Firm is hereby awarded all or portions of the Project described as: Design Services for City of Grand Junction Water Treatment Plant Filter Upgrade Project, the entire project as itemized in the Solicitation Response.

The Firm is required to sign and submit the Contract and Certificates of Insurance within ten (10) calendar days of the date of this Notice of Award. The Owner shall also be entitled to such other rights as may be granted by law or the Contract Documents.

The Firm is required to return an acknowledged copy of this Notice of Award to the Owner.

DocuSigned by:  
*Duane Hoff*  
9F789E7D60F14BC...  
Duane Hoff Jr., Senior Buyer

Receipt of this Notice to Award is hereby acknowledged:

Firm: JVA, Inc.  
Name: Josh J. McGibbon, P.E. (DocuSigned by: *Josh J. McGibbon, P.E.*)  
Title: Vice President  
Date: 2/22/2016 | 22:07 MT



CITY OF GRAND JUNCTION, COLORADO

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PROFESSIONAL SERVICES CONTRACT

This CONTRACT made and entered into this 18<sup>th</sup> day of February, 2016 by and between the City of Grand Junction, Colorado, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and JVA Consulting Engineers, Inc. hereinafter in the Contract Documents referred to as the "Firm."

The Firm shall perform the work set forth and described by the Solicitation Documents and known as Design Services for City of Grand Junction Water Treatment Plant Filter Upgrade Project RFP-4166-16-DH.

The total amount of the Contract shall not exceed One Hundred Forty Two Thousand Nine Hundred and 00/100 Dollars (\$142,900.00) paid by the Owner. The Firm shall be paid in accordance with the fee schedule set forth in the Solicitation Documents incorporated by this reference. To receive payment, Firm must submit invoices for work completed.

Firm shall proceed with the work hereunder upon receipt of a written Notice to Proceed from the Owner.

Contract Administrator for the Owner is John Eklund – Project Engineer.

Contract Administrator for the Firm is Josh J. McGibbon, P.E. - JVA, Inc. Vice President

The term of this Contract shall be as set forth in the Solicitation Documents.

Firm shall provide the insurance required in the Solicitation Documents.

Contract Documents: The clauses provided in the Solicitation apply to the terms used in the Contract and all the Contract Documents. It is agreed by the parties hereto that the following list of instruments, drawings, and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the Contract, and all of said instruments, drawings, and documents together as a whole constitute the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

- Solicitation Documents for the Project, excluding Section 2.3 Permits, Fees, & Notices which do not apply to this contract, and Section 2.5 Payment & Completion which shall be modified to read as follows:

**Payment & Completion:** The Contract not to exceed Sum is stated in the Contract and is the maximum amount payable by the Owner to the Firm for the performance of the work under the Contract Documents. Partial payments will be based upon completed work to date of the partial payment submitted, and such work accepted by the Owner. The work performed by Firm shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Firm hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.;

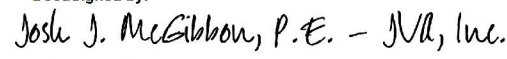
- Firms Proposal Response;
- Change Orders;

**CITY OF GRAND JUNCTION, COLORADO**

DocuSigned by:  
  
 By: \_\_\_\_\_  
9F709E7950F148C...  
 Duane Hoff Jr., Senior Buyer

3/4/2016 | 10:30 MT  
 \_\_\_\_\_  
 Date

**JVA Consulting Engineers, Inc.**

DocuSigned by:  
  
 By: \_\_\_\_\_  
88D615ED807F4EE...  
 Josh J. McGibbon, P.E. Vice President

3/4/2016 | 09:01 MT  
 \_\_\_\_\_  
 Date



**Request for Proposal  
RFP-4166-16-DH**

**Design Services for City of Grand Junction  
Water Treatment Plant Filter Upgrade Project**

**RESPONSES DUE:**

February 5, 2016 prior to 3:00 PM MST

**Accepting Electronic Responses Only**

**Responses Only Submitted Through the Rocky Mountain E-Purchasing System  
(RMEPS)**

**<https://www.rockymountainbidsystem.com/default.asp>**

**(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor MUST contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)**

**PURCHASING REPRESENTATIVE:**

Duane Hoff Jr., Senior Buyer

**[duaneh@gjcity.org](mailto:duaneh@gjcity.org)**

**(970) 244-1545**

This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

# **REQUEST FOR PROPOSAL**

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## REQUEST FOR PROPOSAL

### **SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL**

- 1.1 Issuing Office:** This Request for Proposal (RFP) is issued by the City of Grand Junction. All contact regarding this RFP is directed to:

**RFP QUESTIONS:**

Duane Hoff Jr., Senior Buyer  
[duaneh@gjcity.org](mailto:duaneh@gjcity.org)

- 1.2 Purpose:** The purpose of this RFP is to obtain proposals from qualified professional firms to provide design services, construction drawings, bid documents, and receive Colorado Department of Public Health and Environment (CDPHE) for upgrading the filtration system at the City of Grand Junction Water Treatment Plant.
- 1.3 The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4 Mandatory Site Visit/Briefing:** A **mandatory** site visit is required by all contractors intending to submit a response to this RFP. Any contractor that does not attend the **mandatory** site visit shall not be eligible to submit a response to this RFP. **The site visit shall be held at the Grand Junction Water Treatment Plant located at 244 26 ¼ Road, Grand Junction, CO on January 27, 2016 at 1:00pm.**
- 1.5 Compliance:** All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this RFP.
- 1.6 Submission:** Please refer to section 5.0 for what is to be included. **Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>).** *This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.)* Please view our "Electronic Vendor Registration Guide" at <http://www.gjcity.org/BidOpenings.aspx> for details. For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 "Preparation and Submittal of Proposals." Submittals received that fail to follow this format may be ruled non-responsive. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**).

- 1.7 Altering Proposals:** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.
- 1.8 Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline date, and only prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement is not applicable.
- 1.9 Acceptance of Proposal Content:** The contents of the proposal of the successful Offeror shall become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract shall result in cancellation of the award and such vendor shall be removed from future solicitations.
- 1.10 Addenda:** All questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the City Purchasing Division. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at [www.rockymountainbidsystem.com](http://www.rockymountainbidsystem.com). Offerors shall acknowledge receipt of all addenda in their proposal.
- 1.11 Exceptions and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. Offerors taking exception to the specifications shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of work contained herein.
- 1.12 Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award. **“Proprietary or Confidential Information”** is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words **“Confidential Disclosure”** and uploaded as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Owner. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary.
- 1.13 Response Material Ownership:** All proposals become the property of the Owner upon receipt and shall only be returned to the proposer at the Owner’s option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to



this RFP, subject to limitations outlined in the entitled "Confidential Material". Disqualification of a proposal does not eliminate this right.

**1.14 Minimal Standards for Responsible Prospective Offerors:** A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements.

- Have adequate financial resources, or the ability to obtain such resources as required.
- Be able to comply with the required or proposed completion schedule.
- Have a satisfactory record of performance.
- Have a satisfactory record of integrity and ethics.
- Be otherwise qualified and eligible to receive an award and enter into a contract with the Owner.

**1.15 Open Records:** Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.

**1.16 Sales Tax:** The Owner is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.

**1.17 Public Opening:** Proposals shall be opened in the City Hall Auditorium, 250 North 5<sup>th</sup> Street, Grand Junction, CO, 81501, immediately following the proposal deadline. Offerors, their representatives and interested persons may be present. Only the names and locations on the proposing firms will be disclosed.

## SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

**2.1. Acceptance of RFP Terms:** A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Letter of Interest or Cover Letter by the autographic signature of the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

**2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and Contractor. By executing the contract, the Contractor represents that they have familiarized themselves with the local conditions under which the Work is to be performed, and correlated their observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, services and other items

necessary for the proper execution and completion of the scope of work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project.

- 2.3. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.
- 2.4. Responsibility for those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all other persons performing any of the work under a contract with the Contractor.
- 2.5. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the work under the Contract Documents. Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when they find the work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Contractor, of the value of Work performed and materials placed in accordance with the Contract Documents. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.
- 2.6. Protection of Persons & Property:** The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the work, or in consequence of the non-execution thereof by the Contractor, they shall restore, at their own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.

- 2.7. Changes in the Work:** The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the work shall be authorized by Change Order/Amendment and shall be executed under the applicable conditions of the contract documents. A Change Order/Amendment is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time.
- 2.8. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.9. Uncovering & Correction of Work:** The Contractor shall promptly correct all work found by the Owner as defective or as failing to conform to the contract documents. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming work under the above paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner.
- 2.10. Acceptance Not Waiver:** The Owner's acceptance or approval of any work furnished hereunder shall not in any way relieve the proposer of their present responsibility to maintain the high quality, integrity and timeliness of his work. The Owner's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.
- 2.11. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner.
- 2.12. Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 2.13. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.14. Debarment/Suspension:** The Contractor hereby certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 2.15. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the work to be done or information that comes to the attention of the Offeror during the course of performing such work is to be kept strictly confidential.

- 2.16. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.17. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Amendment.
- 2.18. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the work proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.
- 2.19. 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) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.20. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.20.1. The Offeror 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 of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - 2.20.2. The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.
  - 2.20.3. 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.
- 2.21. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).
- 2.22. Ethics:** The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.

- 2.23. Failure to Deliver:** In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.24. Failure to Enforce:** Failure by the Owner 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 Owner to enforce any provision at any time in accordance with its terms.
- 2.25. Force Majeure:** The Offeror 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 Offeror, unless otherwise specified in the contract.
- 2.26. Indemnification:** Offeror shall defend, indemnify and save harmless the Owner 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 Offeror, or of any Offeror's agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.27. Independent Firm:** The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.28. Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.29. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.30. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.

- 2.31. Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- 2.32. Venue:** Any agreement as a result of responding to this RFP 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.
- 2.33. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and can not be charged to the Owner.
- 2.34. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.35. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.36. Collusion Clause:** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.
- 2.37. Gratuities:** The Contractor certifies and agrees that no gratuities or kickbacks were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the Contractor breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.
- 2.38. Performance of the Contract:** The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.
- 2.39. Benefit Claims:** The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.40. Default:** The Owner reserves the right to terminate the contract in the event the Contractor fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the

Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Offeror.

**2.41. Multiple Offers:** If said proposer chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make award in the best interest of the Owner.

**2.42. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.

**2.43. Definitions:**

2.43.1. "Offeror" and/or "Proposer" refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a response (fee) proposal in response to the Owner's RFP.

2.43.2. The term "Work" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.

2.43.3. "Contractor" is the person, organization, firm or consultant identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.

2.43.4. "Sub-Contractor" is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.

**2.44. Public Disclosure Record:** If the Proposer has knowledge of their employee(s) or sub-proposers having an immediate family relationship with an Owner employee or elected official, the proposer must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.

## SECTION 3.0: INSURANCE REQUIREMENTS

**3.1 Insurance Requirements:** The selected Firm agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Firm 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.

Firm shall procure and maintain and, if applicable, shall cause any Subcontractor of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to The Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm 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 unless specified otherwise in the Special Conditions:

(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:

ONE MILLION DOLLARS (\$1,000,000) each accident,  
ONE MILLION DOLLARS (\$1,000,000) disease - policy limit, and  
ONE MILLION DOLLARS (\$1,000,000) 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, products and completed 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 (XCU) 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

This policy shall provide coverage to protect the contractor against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

(d) Professional Liability & Errors and Omissions Insurance policy with a minimum of:



ONE MILLION DOLLARS (\$1,000,000) per claim

This policy shall provide coverage to protect the contractor against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of 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.

- 3.2 Additional Insured Endorsement:** The policies required by paragraphs (b), and (c) above shall be endorsed to include the Owner and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Contractor. The Contractor shall be solely responsible for any deductible losses under any policy required above.

#### **SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES**

- 4.1. General/Background:** The City of Grand Junction Water Department operates the City's Water Treatment Plant (WTP) located on Orchard Mesa. The WTP provides water for approximately 27,100 residents in the City of Grand Junction. The WTP was constructed in 1968 and commissioned in 1969. The WTP is a direct filtration plant currently permitted with the state in good standing with a 16 MGD design treatment capacity. We plan to retrofit the existing Wheeler under drain system and back wash components, with newer Leopold underdrains/media retainers, a blower / air scour system for backwash of the filter media, and SCADA controls for all new components. This project is planned to be funded through a Colorado Water and Power Development Authority, State Revolving Fund loan. Schedule is critical for this project in order to meet various submittal deadlines needed to receive Colorado Department of Public Health and Environment (CDPHE) approval for this loan.

Therefore, the City of Grand Junction, Purchasing Department is requesting qualifications, accompanied by sealed cost proposals, from Consulting Civil Engineers to provide design services, prepare construction drawings, assist in the development of bid documents, and receive CDPHE approval for the CITY OF GRAND JUNCTION WATER TREATMENT PLANT FILTER UPGRADE PROJECT. The project calls for the following:

1. Design a modification of the existing Wheeler filter basins to allow use of Leopold Universal Type XA Underdrain, I.M.S. 200 Media Retainer, Blower and Air Header piping, Wash Troughs, new filter media, and other design considerations to provide a functioning filter system providing equal design capacity to the existing system.
2. Provide submittals to the CDPHE and Division of Water Resources and address all comments of the CDPHE associated with acquiring an approved application for this project in accordance with 5 CCR 1002-11, Section 11.4.
3. Provide bidding and construction support.

The Consultant shall be responsible for evaluating the proposed alternative, providing design for the alternative including; surveying, design, final CAD drawing, obtaining CDPHE approval, and other related services which are included in the following scope of work:

The design and evaluation effort shall include; hydraulic evaluation of the proposed filter modification, removal of existing Wheeler underdrain, modification of the existing filter basins to accept installation of the Leopold equipment, evaluation and design of power supply to the new blower(s), blower size and location, modification of existing piping, air header system to provide air scour of the filter media, the consultant shall also be responsible for all coordination with CDPHE and acquiring design plans/report approvals needed prior to construction.

The City would like to complete construction of this improvement November 2016 through mid-March 2017.

## **4.2. Specifications/Scope of Services:**

**4.2.1 Consultants Responsibilities:** The scope of work shall include the following components:

### **Task One: Project Management and Coordination**

**Project Initiation:** Develop and prepare a project schedule to meet the proposed construction time frame and assign tasks. The schedule shall show individual tasks described in the scope of work for the project and identify key milestone dates. The Consultant Project Manager (Consultant PM) shall maintain and update the project schedule as the work proceeds. Consultants PM will be assigned to this project for the duration of the work.

**Work Task Coordination:** The Consultant PM shall assign and coordinate all work tasks being accomplished, including those to be performed by sub consultants, to ensure project work is completed on schedule.

**Project Team Coordination:** The City PM and the Consultant PM shall maintain ongoing communication about the project on a frequent and regular basis. Each PM shall provide the other with

- Written synopsis of their respective contacts (both by telephone or in person) with others
- Copies of pertinent written communications, including electronic (email) correspondence
- Early identification of potential problems or concerns

**Progress Meetings:** The City and Consultant shall meet, either in person or by telephone conference calls, at regularly scheduled Project Working Group Meetings held at approximate two-week intervals throughout the project. Meetings shall include the Consultant PM, City PM, Utility Engineer, and Water Resources Manager. The Project Working Group Meetings shall be used to coordinate the work effort and resolve any outstanding issues or problems. The meetings shall focus on the following topics:

- Activities completed since the last meeting
- Problems encountered or anticipated
- Late activities/activities slipping behind schedule
- Solutions for unresolved or newly identified problems
- Schedule of upcoming activities
- Information on items required/comments from CDPHE/Water and Power Development Authority

The Consultant PM shall prepare a written summary report of the general discussions held including all action items assigned. This scope assumes three (3) Project Working Group Meetings via conference call.

**Reporting Requirements:** The Consultant PM shall provide the following on a routine basis:

- Bi weekly status reports (percent of design components complete) and monthly billings.

### **Task Two: Design Plans and Design Report – Colorado Department of Public Health and Environment Submittal:**

The consultant will prepare final design plans and final design report. Prior to final design, Consultant will provide 60% design review plans to the City for comment. Final design plans and report shall be submitted to the CDPHE for review and approval after review by the City. Review of the documents and plans will be completed for the City by the City of Grand Junction Utility Engineer, City Project Engineer, and City Water Resources Manager. The final plans and design report shall be stamped by a professional engineer registered in the State of Colorado. All submittals shall be in a format acceptable to the CDPHE in accordance with criteria established in 5 CCR 1002-11. This task shall include design report & plan preparation and submittal to the CDPHE Office (April 21, 2016), and approval from the CDPHE (est. June 15, 2016) for this project. This will include addressing all comments from the CDPHE needed to receive approved construction documents for this project. Any CDPHE review fees will be paid directly by the City of Grand Junction Water Department. This is to be accomplished allowing for adequate submittal/review time needed to acquire loan approval through the State Revolving Fund for this project. Loan application will be made by June 15, 2016. A detailed schedule is included in section 4.3 of this RFQ that will allow for construction to occur during the months of November 2016 through mid-March 2017.

### **City provided Materials:**

The City will provide copies of the following:

- As constructed drawings for the Water Treatment Plant.

### **Task Three: Final Bid Documents:**

The consultant will prepare final bid documents including Plans and Project Technical Specifications in accordance with the City of Grand Junction Standard Contract Documents for Capital Improvements Construction, Revised July 2010. The final bid documents shall be complete and adequate to obtain competitive construction bids for the Filter modification project. The consultant will also provide the City with an

engineering estimate of cost to construct the project that will be used to evaluate adequacy of currently budgeted funds. Final bid documents shall include: stamped engineered drawings and technical specifications as well as an itemized line item bid schedule and engineers estimate for the project.

**Reproduction:** The Consultant will provide electronic copies of the final construction drawings and contract documents (.pdf format).

**Authentication:** The Consultant's Professional Engineer responsible for the project design shall affix his stamp and signature to two original copies of the final drawings, bid documents and design report. One will be provided to CDPHE and one for the City Water Department.

**Permitting:** The Consultant shall work with the Colorado Department of Public Health and Environment in regards to plan approval and site application amendment. Any costs associated with this amendment or any other permitting fees will be the responsibility of the owner.

**Construction phase services:**

- A. **Bidding Phase.** After completion of the plans, the City will bid the project out, however the consultant shall be available for technical questions and provide to the City appropriate addenda. Consultant shall participate in the pre-bid meeting, however presence at the bid opening is not required.
- B. **Construction Phase.** The City will provide onsite full time inspection for the project; resident engineering shall be provided by the Consultant on an as-needed basis but no less than once every month (five site visits). Consultant resident engineer shall also review and approve all shop drawings.
- C. **Post Construction Phase.** The consultant will be responsible for amending the WTP O&M Manual as well as all as-built (record) drawings.

4.3. **Sealed Cost Proposal:** Offeror **must** provide, **in a sealed envelope**, their cost proposal with the following breakdown of cost:

- 1. Design Services, including submittals to CDPHE / CWPDA, and addressing comments. (not to exceed - lump sum)
- 2. Bidding Services:
  - a. Site visit for Pre Bid Meeting (one each)
- 3. Construction Services:
  - a. Review of shop drawings (hourly)
  - b. Site visit during construction (five each)
  - c. Close out documents, record drawings. (not to exceed – lump sum).
- 4. Hourly rates for all consultant staff involved with design/construction.

All cost proposals will be considered by the Owner to be negotiable based on the final scope of services and deliverables. The cost proposals will not be opened by the Owner until a prospective awarded firm has been determined. Then, only the cost proposal of the successful preferred proposer will be opened. However, the Owner reserves the right to open competing cost proposals and consider their

contents if a contract agreement cannot be negotiated with the number one selected firm or if it is considered in the best interest of the Owner to do so.

**4.4. Project Time Schedule:** Offeror **must** provide with qualifications / sealed cost proposal submittal, a time schedule for completion of the Project "Scope of Services." The preferred project schedule is depicted below.

February 18, 2016	Notice to Proceed
April 20, 2016	Final Design and Report Complete
April 21, 2016	Submittal to CDPHE/CWPDA
June 15, 2016	Approval from CDPHE
June 15, 2016	Submit Loan Application to CWPDA
August 3, 2016	Loan Approval from CWPDA
September 21, 2016	Loan Executed with CWPDA
September 6, 2016	Advertise for Construction Bids
October 4, 2016	Open Bids for Construction
October 19, 2016	Award Construction Contract
October 31, 2016	Start Construction
March 24, 2017	Construction Complete

**4.5. Mandatory Site Visit/Briefing:** A **mandatory** site visit is required by all contractors intending to submit a response to this RFP. Any contractor that does not attend the **mandatory** site visit shall not be eligible to submit a response to this RFP. **The site visit shall be held at the Grand Junction Water Treatment Plant located at 244 26 ¼ Road, Grand Junction, CO on January 27, 2016 at 1:00pm.**

**4.6. RFP Tentative Time Schedule:**

- Request for Proposal available January 14, 2016
- Mandatory Site Visit January 27, 2016
- Inquiry deadline, no questions after this date January 29, 2016
- Addendum Posted February 1, 2016
- Submittal deadline for proposals February 5, 2016
- Owner evaluation of proposals February 5 – 8, 2016
- Interviews (if required) February 9, 2016
- Final selection February 10, 2016
- City Council Approval February 17, 2016
- Contract execution February 18, 2016
- Work begins no later than February 19, 2016
- Final Design and Report Complete April 20, 2016
- Submittal to CDPHE/CWPDA April 21, 2016
- Approval from CDPHE June 15, 2016
- Submit Loan Application to CWPDA June 15, 2016
- Loan Approval from CWPDA August 3, 2016
- Loan Executed with CWPDA September 21, 2016
- Advertise for Construction Bids September 6, 2016
- Open Bids for Construction October 4, 2016
- Award Construction Contract October 19, 2016
- Start Construction October 31, 2016

- Construction Complete

March 24, 2017

**4.7. Questions Regarding Scope of Services:**

Duane Hoff Jr., Senior Buyer  
[duaneh@gjcity.org](mailto:duaneh@gjcity.org)

## SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

**Submission:** Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidssystem.com/default.asp>). This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) Please view our “**Electronic Vendor Registration Guide**” at <http://www.gjcity.org/BidOpenings.aspx> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline **800-835-4603**). For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 “Preparation and Submittal of Proposals.” Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the Owner requires that proposals be formatted **A to F**:

**\*\*\* (NOTE: PLEASE KEEP PROPOSAL RESPONSES TO NO MORE THAN 12 PAGES IN IT’S ENTIRETY) \*\*\***

- A. Cover Letter:** Cover letter shall be provided which explains the Firm’s interest in the project. The letter shall contain the name/address/phone number/email of the person who will serve as the firm’s principal contact person with Owner’s Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm. By submitting a response to this solicitation the Contractor agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Proposers shall provide their qualifications for consideration as a contract provider to the City of Grand Junction/Mesa County and include prior experience in similar projects.
- C. Strategy and Implementation Plan:** Describe your (the firm’s) interpretation of the Owner’s objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. The Firm may utilize a written narrative or any other printed technique to demonstrate their ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished. Include a **time schedule** for completion of your firm’s implementation plan and an estimate of time commitments from Owner staff.
- D. References:** A minimum of three (3) **references** with name, address, telephone number, and email address that can attest to your experience specifically in other water treatment plant filter upgrades and/or modifications projects, of similar scope.
- E. Fee Proposal:** Provide a sealed cost proposal, as per Section 4.4 “Cost Proposal”.

- F. **Additional Data (optional):** Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

## SECTION 6.0: EVALUATION CRITERIA AND FACTORS

- 6.1 **Evaluation:** An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.
- 6.2 **Intent:** Only respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the firm's ability to provide the services described herein.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The Owner reserves the right to reject any and all portions of proposals and take into consideration past performance. The following parameters will be used to evaluate the submittals (in no particular order of priority):

- Responsiveness of submittal to the RFP
- Understanding of the project and the objectives
- Experience
- Necessary resources
- Strategy & Implementation Plan
- Required skills
- References
- Fees (only of the selected preferred proposer)

Owner also reserves the right to take into consideration past performance of previous awards/contracts with the Owner of any vendor, contractor, supplier, or service provider in determining final award(s).

The Owner will undertake negotiations with the top rated firm and will not negotiate with lower rated firms unless negotiations with higher rated firms have been unsuccessful and terminated.

- 6.3 **Oral Interviews:** The Owner may invite the most qualified rated proposers to participate in oral interviews.
- 6.4 **Award:** Firms shall be ranked or disqualified based on the criteria listed in Section 6.2. The Owner reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the project Contractor.



**SECTION 7.0: SOLICITATION RESPONSE FORM**

**RFP-4166-16-DH Design Services for City of Grand Junction Water Treatment Plant Filter Upgrade Project**

*Offeror must submit entire Form completed, dated and signed.*

-----  
*The Owner reserves the right to accept any portion of the work to be performed at its discretion*  
-----

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- Prompt payment discount of \_\_\_\_\_ percent of the net dollar will be offered to the Owner if the invoice is paid within \_\_\_\_\_ days after the receipt of the invoice. Payment Terms \_\_\_\_\_.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: \_\_\_\_\_.

It is the responsibility of the Proposer to ensure all Addenda have been received and acknowledged.

\_\_\_\_\_  
Company Name – (Typed or Printed)

\_\_\_\_\_  
Authorized Agent – (Typed or Printed)

\_\_\_\_\_  
Authorized Agent Signature

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Address of Offeror

\_\_\_\_\_  
E-mail Address of Agent

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
Date



Purchasing Division

## **ADDENDUM NO. 1**

**DATE:** February 1, 2016  
**FROM:** City of Grand Junction Purchasing Division  
**TO:** All Offerors  
**RE:** RFP-4166-16-DH Design Services for City of Grand Junction Water Treatment Plant Filter Upgrade Project

Offerors responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following clarifications:

Notes and clarifications from January 27, 2016 Site Visit Meeting:

1. The cost proposal will be submitted as a separate submittal package.
2. The City will make contact with the CDPHE to make them aware of the proposed project.
3. Current capacity of the four existing filters is 4 MGD/filter
4. The existing backwash pumps will remain in service.
5. As-constructed plans of the water Treatment Plant are accessible from the City GIS Utility map. The following link will take you to the water plant. Click on City Water in the map legend, then click on one of the water lines leaving the plant. Click on the yellow 'click here for more info', that is in the information box, and that will get you to the as-constructed drawings.  
[http://arcgis-fs.ci.grandjct.co.us/internal\\_gis\\_map/index.html?map=utilitiesmap&extent=710938,4323742,711224,4323883](http://arcgis-fs.ci.grandjct.co.us/internal_gis_map/index.html?map=utilitiesmap&extent=710938,4323742,711224,4323883)
6. Backwash pumps are VFD driven.
7. Surface water wash piping will need to be removed with this project.
8. Filter troughs have been modified from those shown on the as-constructed plans.
9. Concrete in the filter bays appears to be in good condition.
10. The boxes at the end of the filter bays are vents to the clear well.
11. This is a voluntary project on the part of the City. There is no requirement for this upgrade from CDPHE.
12. It is anticipated that a new power supply will need to be provided for the blowers.
13. The new equipment should be configured with the expectation of having SCADA upgrade in the next few years.  
There is a one line drawing on sheet 30 of the original as-constructed drawings.
14. Q. Does the WTP currently utilize both backwash pumps concurrently?

A. They do not.

15. Q. Would it be OK for me to call you directly to discuss the request for planning services? At the same time, I would like to find out if there are other projects planned for 2016 where we might assist the City.

A. We do not have a full scope of services put together on the facilities studies for the plants. We would prefer not to discuss this particular project until we have the scope tighter.

16. See attached Site Visit Sign In Sheet.

17. Q. Does the City desire to install 2 blowers (1 for redundancy)?

A. We would expect that two blowers would be needed for redundancy.

18. Fee proposal shall be submitted electronically, as per the instructions stated in Section 1.6 and 5.0 "Submission". However, the fee proposal shall be in a separate file unto itself, marked "Fee Proposal", as the fees will not be viewed until a final selection has been made.

19. See attached one line diagrams is for the electrical service to the plant that was upgraded in 2013.

20. Q. Is a new service, meter and transformer expected to be required with this project? Can the existing MCC be used?

A. A new electrical service may be needed to provide power for the blower(s). There is an existing 400 amp service in place.

The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

Respectfully,



Duane Hoff Jr., Senior Buyer  
City of Grand Junction, Colorado

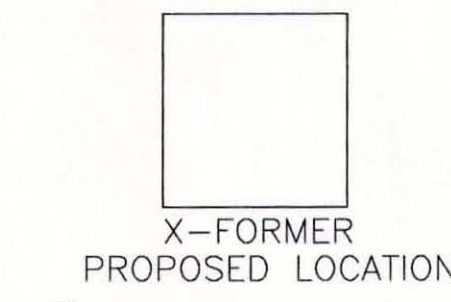
Solicitation Name:	Design Services for City of GJ Water Treatment Plant Filter Upgrade
Solicitation #:	RFP-4166-16-DH
Date:	1/27/2016
Time:	1:00pm

# SIGN-IN SHEET

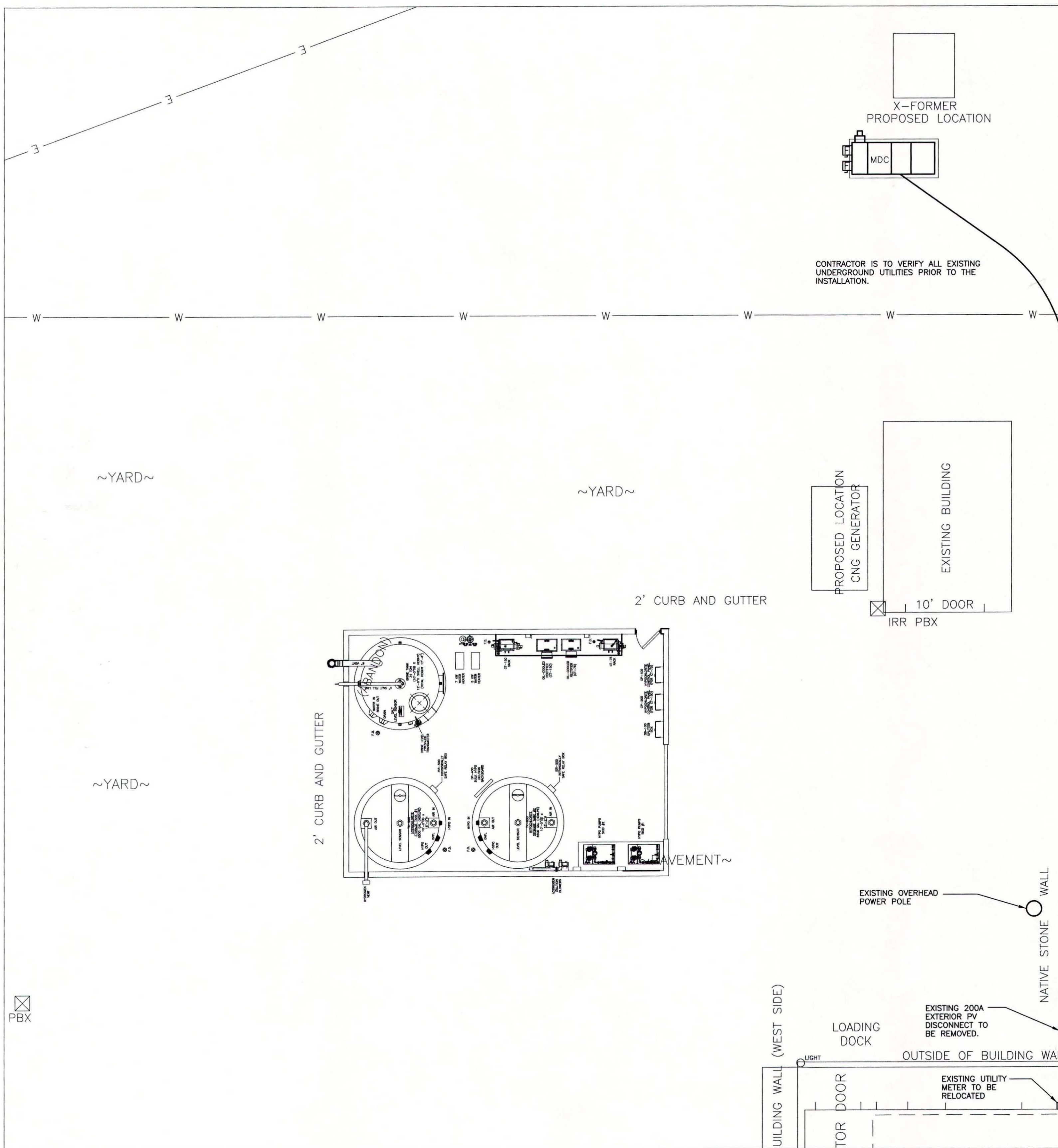
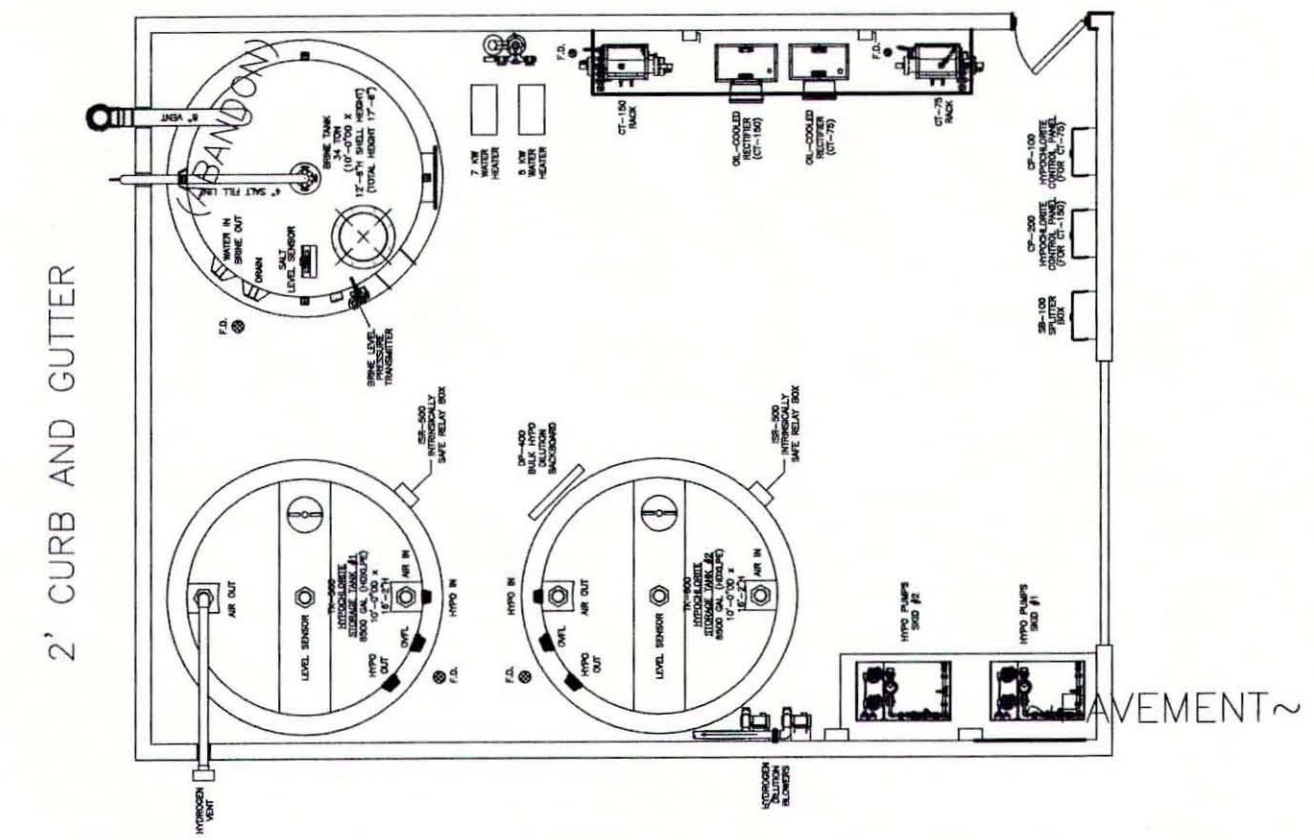
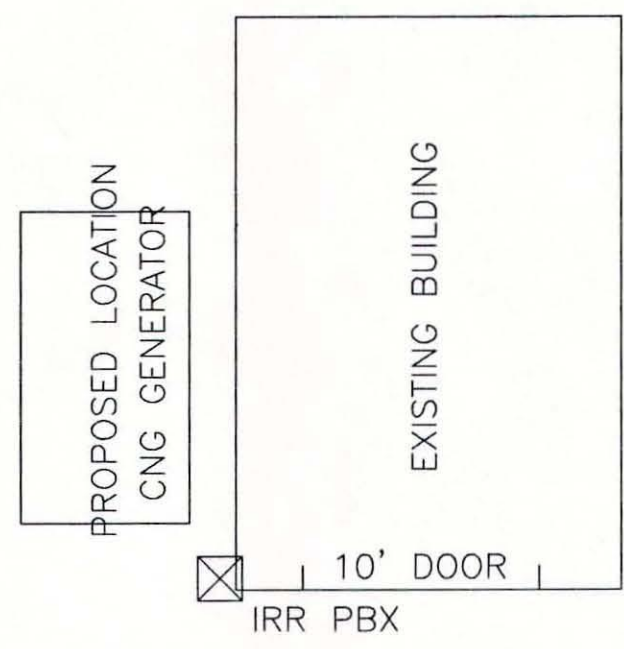


	Company Name	Representative Name	Phone	Email
1	JVA	Adam Racette	517-282-3656	aracette@jva.jva.com
2	JVA	Cooper Best	970-987-0354	cbest@jva.jva.com
3	OLSSON ASSOCIATES	WYATT POPP	970 263 7800	wpopp@OLSSONASSOCIATES.COM
4	Brown Hill Eng & Controls	Charles Popp	303-335-5484	cpopp@brownshilleng.com
5	TETRA TECH INC	TOM SAXTON	970-639-2555	tom.saxton@tetratech.com
6	AECOM	Joshua Shuckelford	970-456-9334	joshua.shuckelford@aecom.com
7	AECOM	David Slack	970-379-4246	david.d.slack@aecom.com
8	SMA	Eric Koch	970-901-8568	eric.koch@soudermiller.com
9	SGM	Ryan Loebach	970-284-9069	ryanL@sgm-inc.com
10				
11				
12				
13				
14				

RAW WATER CONTROL VAULT



CONTRACTOR IS TO VERIFY ALL EXISTING UNDERGROUND UTILITIES PRIOR TO THE INSTALLATION.



INSTALL CONDUITS FROM NEW SERVICE LOCATION TO THE EXISTING SERVICE LOCATED ON THE MAIN LEVEL.

EXISTING OVERHEAD POWER POLE

NATIVE STONE WALL

THE SERVICE CONDUITS ARE TO EXTEND UP THE EXTERIOR WALL AND PENETRATE THE FLOOR INTO THE EXISTING SWITCH GEAR. PROVIDE WATERPROOF SEAL ON ALL PENETRATIONS

PROVIDE RIGID METAL CONDUITS FOR THE EXPOSED PORTION OF THE CONDUIT INSTALLATION

EXISTING 200A EXTERIOR PV DISCONNECT TO BE REMOVED.

LOADING DOCK

OUTSIDE OF BUILDING WALL

MIDDLE FLOOR (NORTH SIDE)

EXISTING UTILITY METER TO BE RELOCATED

EXISTING PV METER TO BE RELOCATED

12" CONC WALL



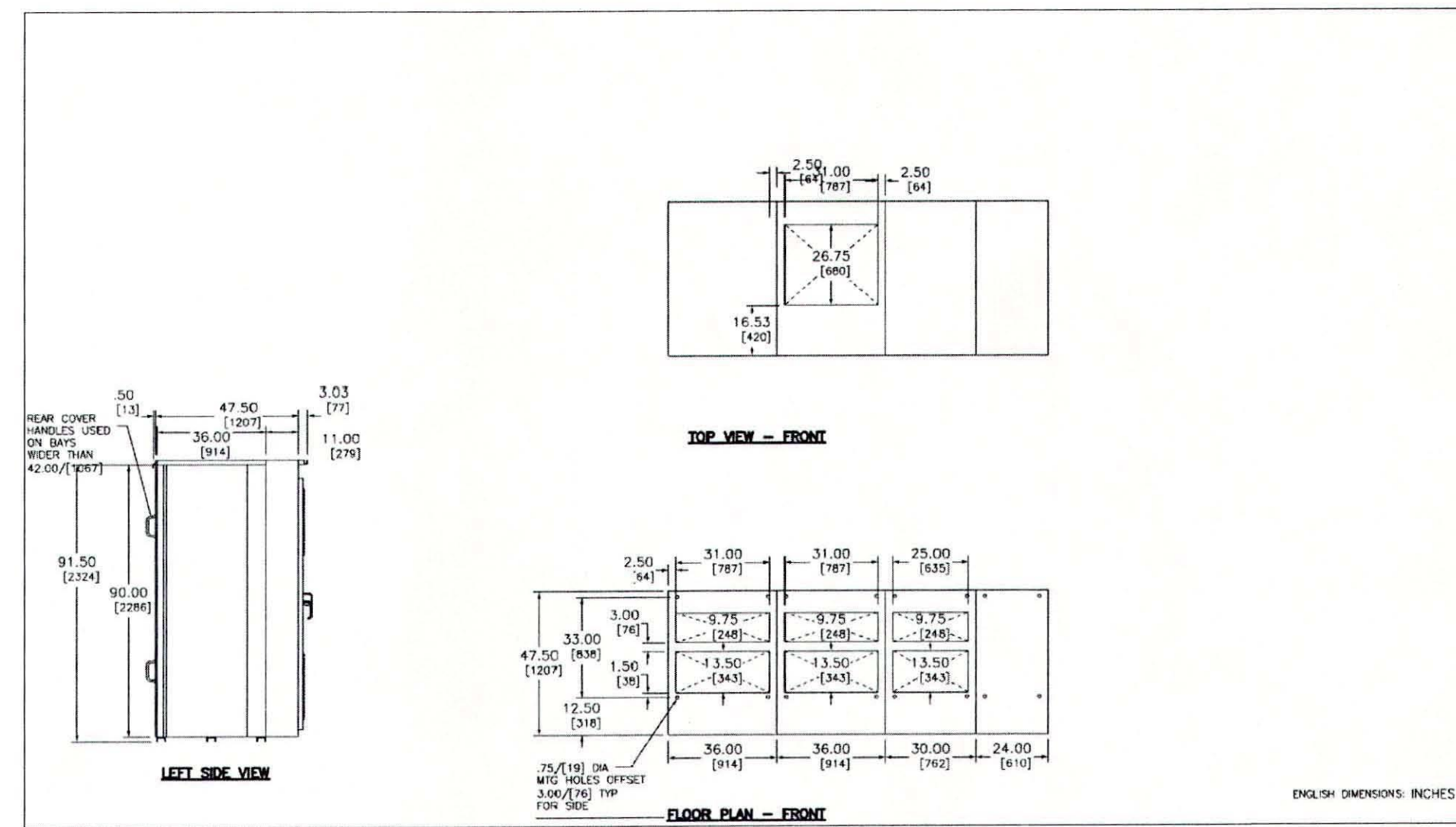
DRAWING NO.:	REFERENCE DRAWINGS:

REV:	DATE:	REVISION DESCRIPTION:	BY:	BY:	BY:	BY:

**Consulting Engineers, Inc.**  
 Mechanical & Electrical Engineers  
 569 S. Westgate Dr., Suite 1  
 Grand Junction, CO 81505  
 phone: 970-241-8709,  
 fax: 970-241-9514

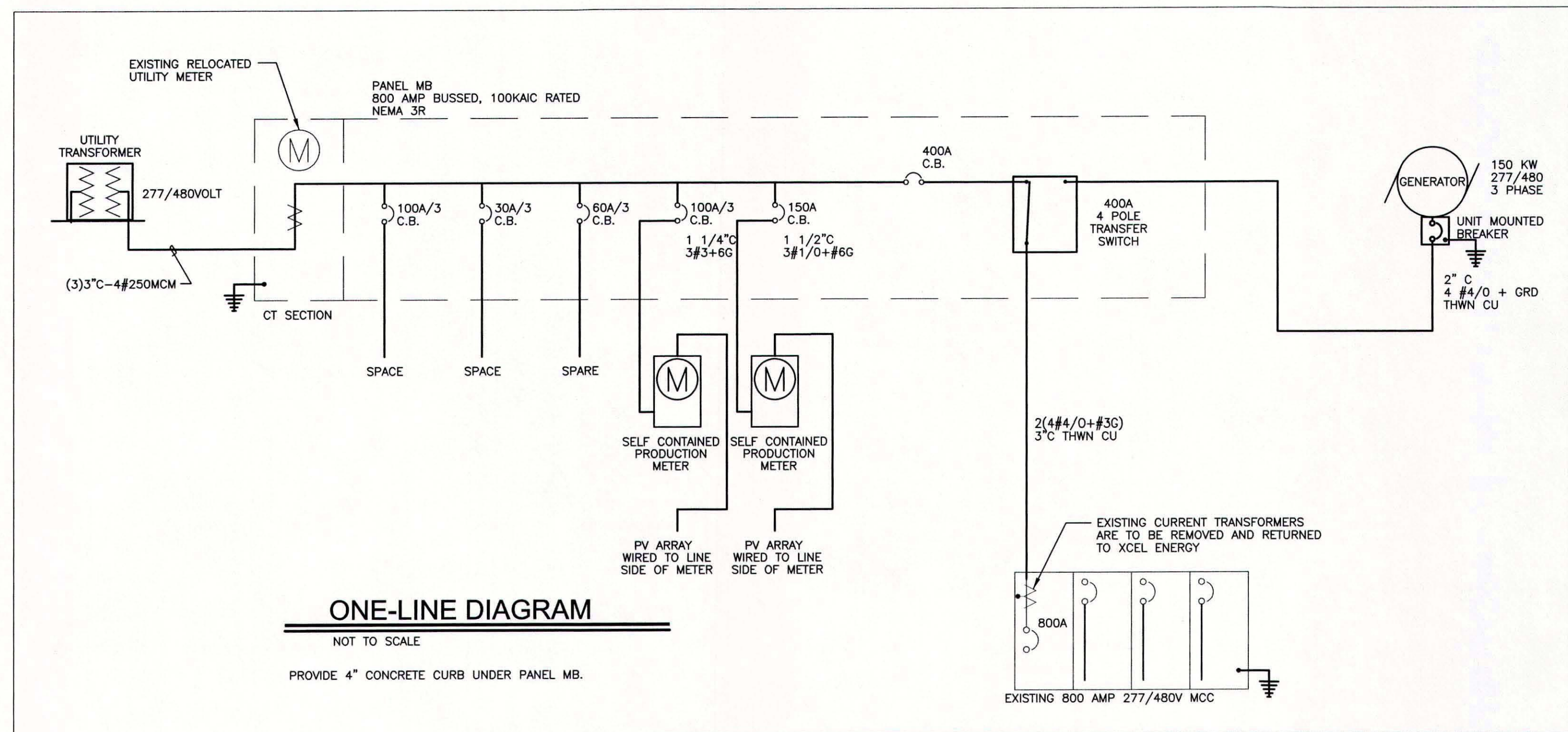
DATE DRAWN:	12-089
DRAWN BY:	10-02-12
CHECKED BY:	

ORCHARD MESA WATER TREATMENT PLANT ELECTRICAL RELOCATION PROJECT CITY OF GRAND JUNCTION, COLORADO	
SCALE:	DRAWING NO.:
AS SHOWN	E1-1
REV.:	



**SERVICE DIMENSIONS**

SECTIONS ARE TO BE REARRANGED AS SHOWN IN THE ELEVATION DRAWING.



**SWITCHBOARD GENERAL NOTES**

**PRODUCT DESCRIPTION & RATINGS**

**Power System Data**

480V/277V 3Ph 4W 60Hz / 3 Phase Wye

Safety Grounded

System Short Circuit Current Rating: 100KA RMS

Accounting Section 1 Cable Through the Bottom Left of Lineup

**Bus System Data**

800A 75% Aluminum & Silver/Copper Main Bus

40: 25x2.00 (R/Fact) mm At Bus Bar Per Phase/Neutral

11: 25x1.50 (R/Fact) mm At Ground Bus

**Enclosure Data**

See Air Flow Drawing

Exterior Paint Color: ANSI 49

Front Accessibility Only Required

Roofed barriers

1.5m Corrosion Resistant Base Channels

Willy nesting hardware installed for unmetrated bus compartments

**Production Meters**

Shipping Split 1 977.00 lbs / 442.17 kgs

Shipping Split 2 952.00 lbs / 431.83 kgs

Shipping Split 3 795.00 lbs / 360.61 kgs

Shipping Split 4 597.00 lbs / 270.80 kgs

Complete Lineup 3321.00 lbs / 1506.41 kgs

**Code Standards**

81: Disconnect and suitable for use as Service Entrance when not more than six (6) disconnecting means are provided.

**Rating Nomenclature**

311: Disconnect - Section Bus 800A

312: Service Entrance - Section Bus 800A

313: Service Entrance - Section Bus 400A

314: 5MB3 enclosure

**PRODUCT INFORMATION**

**Wiring**

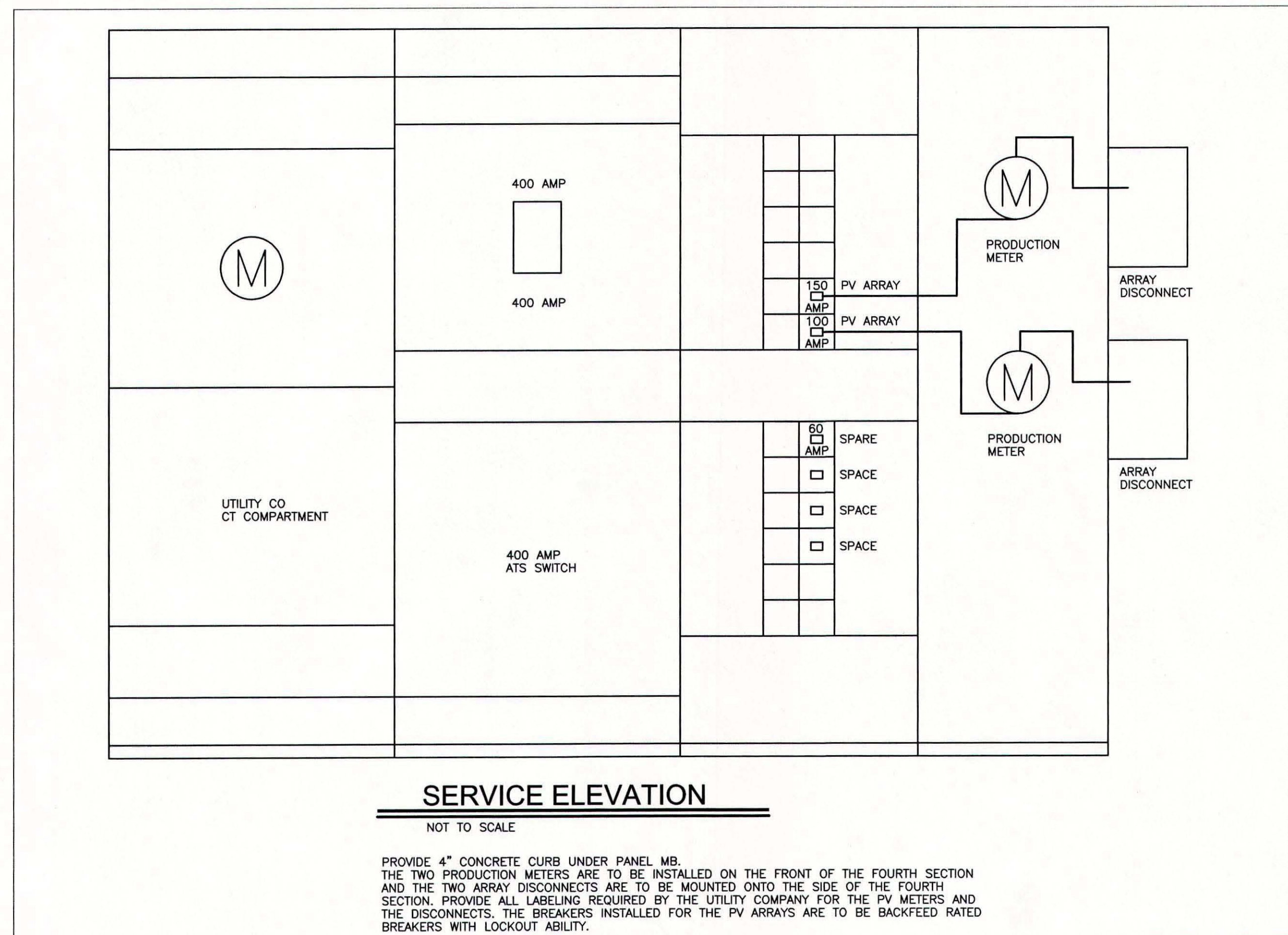
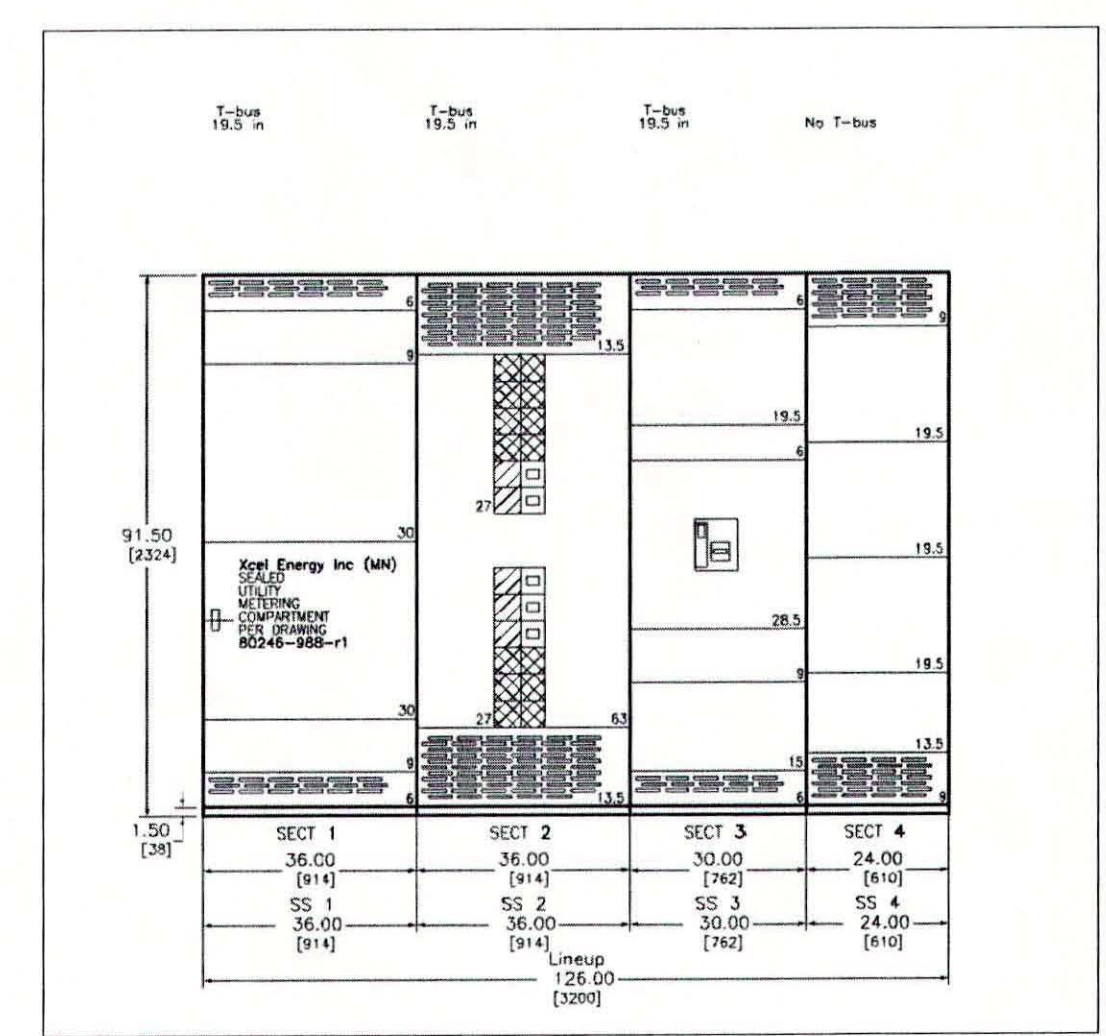
All wiring to be Machine Tool Wire type

**Installation Reference**

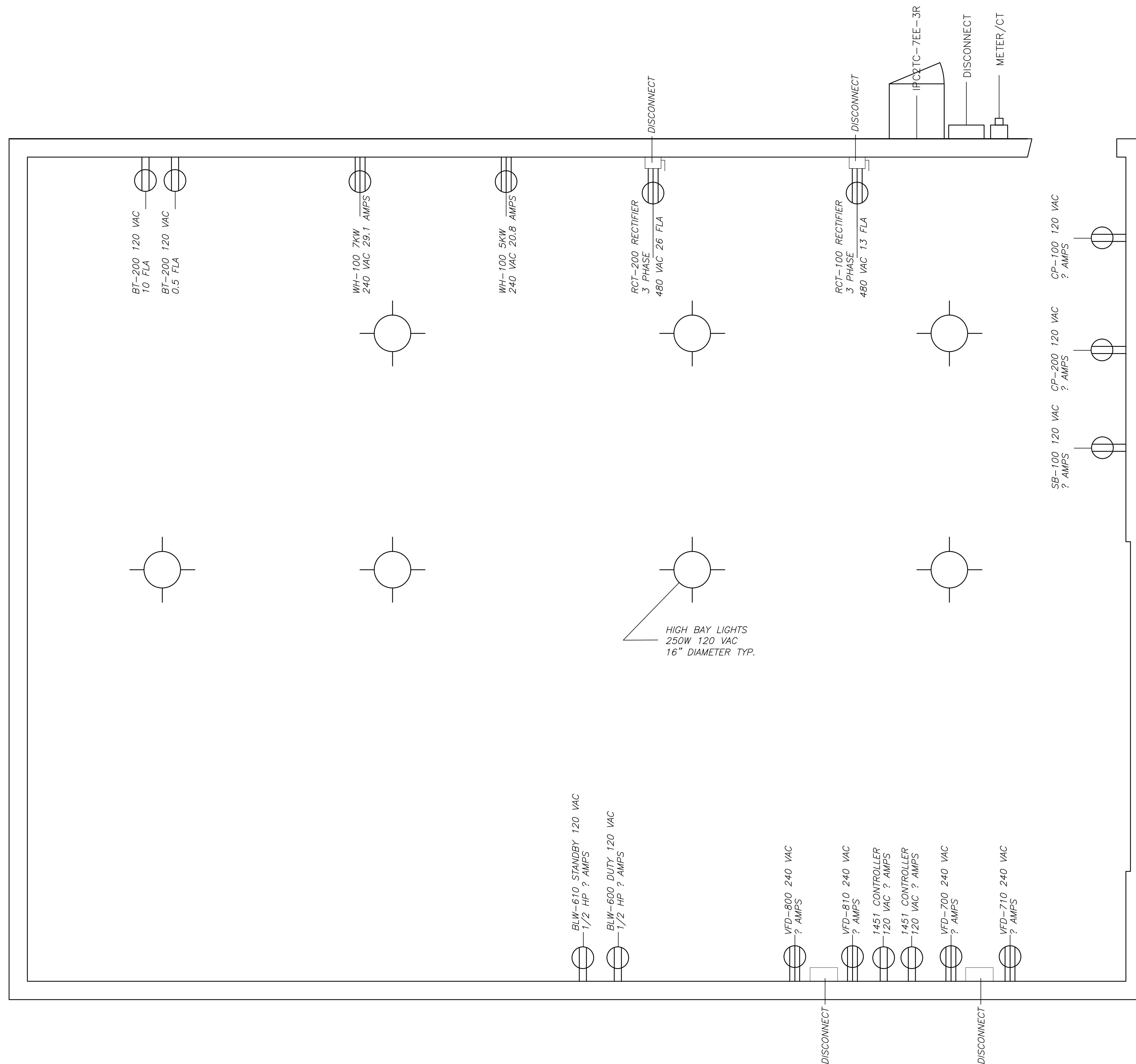
Reference 800A1-003 For Handling, Installation, Accounting, Inspection And Maintenance Information

**Product Accessories/Options**

Selismic Qualified



DRAWING NO.:	REFERENCE DRAWINGS:	REV:	DATE:	REVISION DESCRIPTION:	BY:	BY:	BY:	BY:	<p><b>Bighorn Consulting Engineers, Inc.</b> Mechanical &amp; Electrical Engineers 569 S. Westgate Dr., Suite 1 Grand Junction, CO 81505 phone: 970-241-8709, fax: 970-241-9514</p>	<p>FILENAME:</p> <p>PROJECT NO.: 12-089</p> <p>DATE DRAWN: 10-02-12</p> <p>DRAWN BY:</p> <p>CHECKED BY:</p>	<p><b>CITY OF GRAND JUNCTION</b></p> <p>ORCHARD MESA WATER TREATMENT PLANT ELECTRICAL RELOCATION PROJECT CITY OF GRAND JUNCTION, COLORADO</p>	<p>SCALE: AS SHOWN</p> <p>DRAWING NO.: E1-2</p> <p>REV.:</p>
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REVISION	DESCRIPTION	DATE
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REVISION $\Delta$		

DRAWN BY JJV DATE 7/12/12  
 DESIGNED BY JJV DATE 7/12/12  
 CHECKED BY JJV DATE 7/12/12  
 APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_

SCALE  
 N.T.S.



**PUBLIC WORKS  
 AND PLANNING  
 ENGINEERING DIVISION**

**ON-SITE HYPO-CHLORITE SYSTEM  
 ELECTRICAL**



Purchasing Division

## **ADDENDUM NO. 2**

**DATE:** February 1, 2016  
**FROM:** City of Grand Junction Purchasing Division  
**TO:** All Offerors  
**RE:** RFP-4166-16-DH Design Services for City of Grand Junction Water Treatment Plant Filter Upgrade Project

Offerors responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following clarifications:

1. The link in Item 5 of Addendum 1 isn't working properly, so please refer to the attached for more information to the "As-constructed plans of the water Treatment Plant".

The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

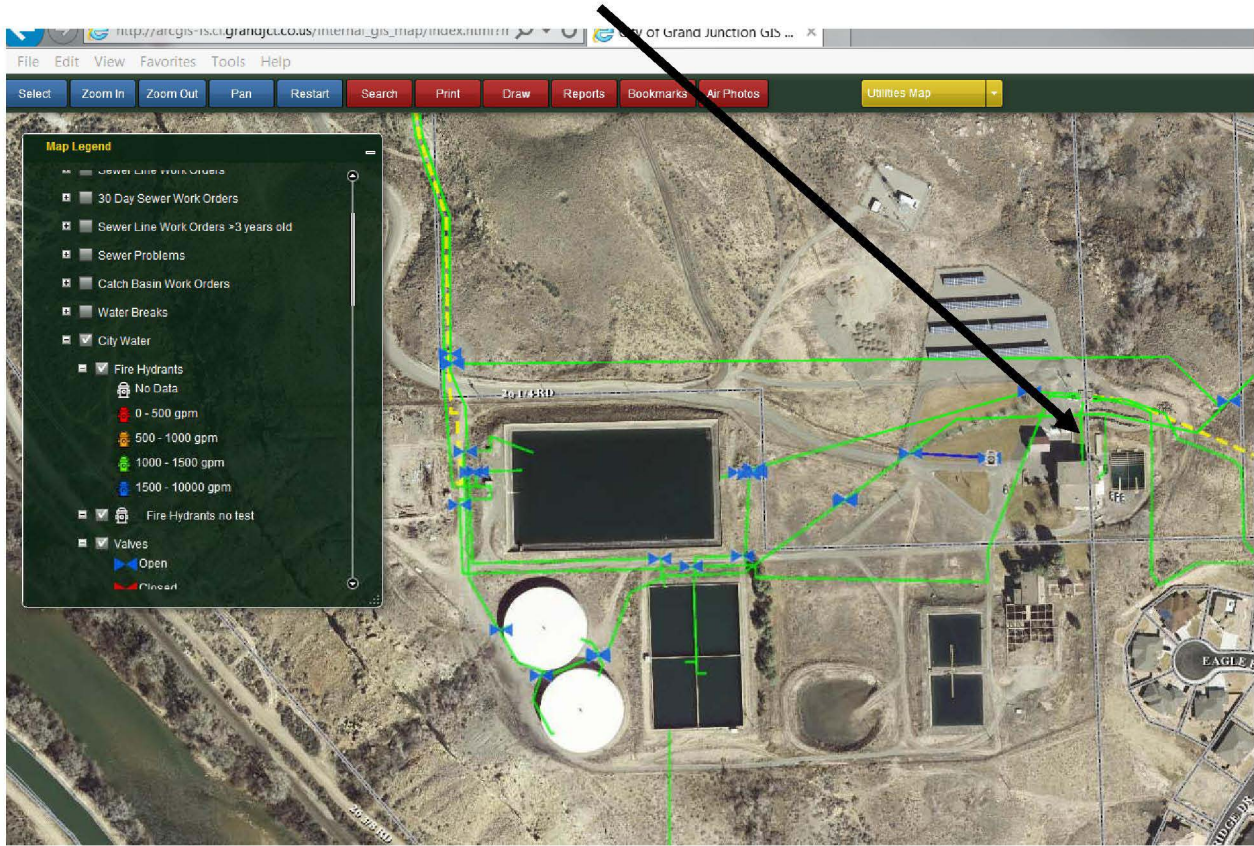
Respectfully,

A handwritten signature in black ink, appearing to read "Duane Hoff Jr.", is written over a horizontal line.

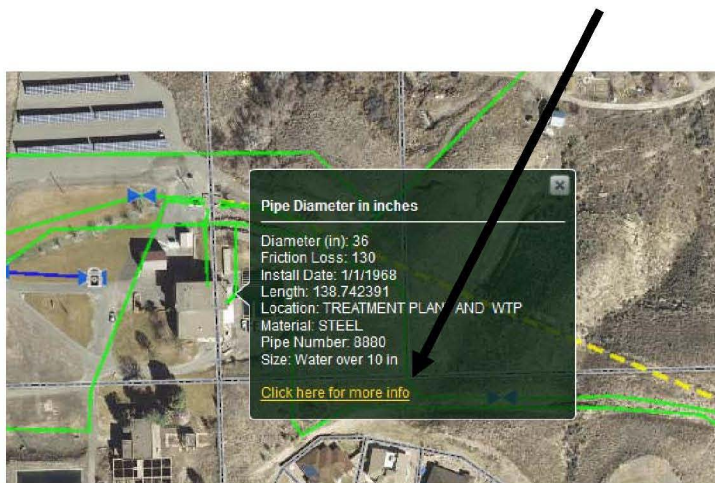
Duane Hoff Jr., Senior Buyer  
City of Grand Junction, Colorado



Photo Shot of the City of Grand Junction GIS Utility map with City Water checked (left side of screen in legend'. See left side of the example below. Select the line as indicated by the arrow below,



Select the 'click here for more info' at the bottom of the box that is displayed when you select the line. This will bring up the original as-constructed' drawings for the water plant.





Proposal

# City of Grand Junction Water Treatment Plant Filter Upgrade Project

RFP #4166-16-DH

February 5, 2016



Prepared for:





JVA, Incorporated  
214 8th Street  
Suite 210  
Glenwood Springs,  
CO 81601  
970.404.3100  
info@jvajva.com

February 5, 2016

Mr. Duane Hoff Jr., Senior Buyer  
City of Grand Junction  
250 North 5th Street  
Grand Junction, CO 81501

[www.jvajva.com](http://www.jvajva.com)

Reference: City of Grand Junction Request for Proposal (RFP-4166-16-DH) (A. Cover Letter)  
Design Services for Water Treatment Plant Filter Upgrade Project

Dear Mr. Hoff:

JVA, Incorporated (JVA) is very excited to submit our proposal for engineering services to the City of Grand Junction (City) for the Water Treatment Plant Filter Upgrade Project. JVA has carefully reviewed the Request for Proposal (RFP), toured the Water Treatment Plant (WTP) on numerous occasions, spoken with operations and City staff several times, and also acknowledge receiving the two addenda to the RFP.

JVA's team dedicated to this important project has extensive experience planning, designing, permitting and administering construction for WTP upgrades of similar size and type throughout Colorado. We also know the intricate phasing required to design upgrades that allow existing plant operations to be maintained during construction. We have put considerable effort into understanding the scope of work and prepared a tailored approach to effectively deliver your project and address all key issues. We share a common goal with the City to improve plant operations while maintaining reliable, exceptional water quality far into the future.

JVA has assembled a top team of consultants with exceptional technical abilities and great attitudes. Our team's values of honesty, integrity, accountability, and a demand for a high quality engineering set us apart from other firms. Although you have not worked directly with JVA, the City staff already know and trust our team. Cooper Best, JVA's Project Manager, has completed several successful filter upgrade projects, some of which Bret Guillory and City staff have toured during the planning stages of your project. John McGee, JVA's Technical Lead, has worked with City staff on past projects and recently completed filter upgrades with JVA for the 40 MGD Soldier Canyon WTP in Fort Collins, and previously the 30 MGD City of Loveland WTP.

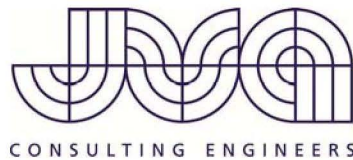
In addition to technical aptitude and enthusiasm, the City can trust JVA to complete the project with the City's best interests at heart. We strive to provide valued and quality services at a reasonable cost within the agreed timeframes. We will persistently seek collaboration with the City throughout the project and hold ourselves accountable. We are committed to earning the City's trust throughout this project and beyond, and we hope this proposal fully conveys our interest, ability, and conviction to deliver the project and exceed the City's expectations.

Please note that our team also has excellent relationships with CDPHE Engineering and Grants and Loans Division, as the majority of our projects receive State funding assistance. This relationship will ensure your project progresses smoothly through permitting and the State Revolving Fund process. We strongly encourage that you check in with our project and CDPHE references. Please contact me at (970) 404-3100 or [jmcgibbon@jvajva.com](mailto:jmcgibbon@jvajva.com) with any questions regarding JVA's attached proposal for engineering services.

Thank you for your consideration, and we truly look forward to serving the City on this exciting project.

Sincerely,  
JVA, Incorporated

By:   
Josh J. McGibbon, P.E.  
Vice President

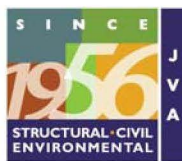


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*JVA, Inc. (JVA) is pleased to present this proposal to the City of Grand Junction for Design Services for the Water Treatment Plant Filter Upgrade Project. The following proposal is based on the Request for Proposal (RFP) issued on January 14th, 2016. The JVA team has extensive relevant experience, excellent references and is familiar with the City's Water Treatment Plant.*

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## **B. Qualifications/ Experience/ Credentials**



JVA, Inc. (JVA) is a consulting engineering firm headquartered in Boulder, Colorado, with Front Range offices in Boulder and Fort Collins, a mountain office in Winter Park and a Western Slope office in Glenwood Springs. Our current staff is comprised of 96 engineers, designers, and administrative staff with numerous professionals registered in Colorado and many other states across the country.

JVA's engineering excellence has served municipalities, special districts and owners throughout the Rocky Mountain area and nationwide since 1956. We excel in handling a variety of challenging engineering projects including water, wastewater, site development and structural engineering.

JVA's Civil/Environmental Department has been growing steadily since 1999. Our team consists of over 50 extraordinary civil and environmental engineers and designers with a passion for their work and who believe in providing the highest quality engineering services possible. We have the expertise typically found in larger engineering firms, while retaining our ability to provide individual attention to our clients at reasonable costs.

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### **Contact:**

Josh McGibbon, P.E, Vice President  
JVA, Incorporated  
214 8<sup>th</sup> Street, Suite 210  
Glenwood Springs, CO 81601  
Tel: (970) 987-0354  
Email: [jmcgibbon@jvajva.com](mailto:jmcgibbon@jvajva.com)  
Web: [www.jvajva.com](http://www.jvajva.com)

As engineers we are dedicated to meticulous design, and understand the need to communicate, work as a team, and complete projects on time and budget. JVA provides its clients with creative thinking, design sensitivity, and cost-effective engineering and solutions. We recognize that true service to the client is more than skillful engineering, but requires collaboration, effective management and communication.

Our projects range from small studies to over \$10 million construction projects. Our project team also has extensive development and design experience with supervisory control and data acquisition (SCADA) systems for plant control, including Proficy iFIX, Iconics Genesis, Factory Talk View Studio and Wonderware InTouch programs.

We have completed numerous new water treatment plants and expansion projects, and are capable of the "fast track" approach to completing our design documents. Project progress is regularly communicated through the design, reviews, construction, and inspection procedures on all projects. This careful attention to your needs creates projects that run smoothly and efficiently with fewer challenges and less oversight required by the owner.

The format of this proposal follows the requirements listed in the RFQ and two addenda. The JVA team is poised to assist the City with this important project. We have put considerable effort into understanding the scope of work and prepared a tailored approach to effectively deliver the project and address key issues. We will apply our knowledge of your facilities with relevant experience on water treatment filter upgrade projects.

This proposal outlines a strong approach focused on serving the City with close collaboration throughout the project. We strive to provide valued and quality services at a reasonable cost within the agreed timeframes, and we hold ourselves accountable for our responsibilities.

“The Town of Hayden has worked closely with JVA, Inc. to permit, design and construct upgrades to our filters at our water treatment facility. The Town of Hayden would highly recommend JVA’s staff of professional engineers. It has been a pleasure to work with them with their “hands on” approach, coordination and delivery. JVA has been a great asset to the Town. The Town of Hayden looks forward to working with JVA in the future.”

—Sam Barnes, Public Works Director, Town of Hayden

## Understanding & Approach

The City of Grand Junction Water Department operates and maintains the 16 MGD Water Treatment Plant (WTP) located on Orchard Mesa. The WTP was originally constructed in 1968 and commission in 1969. The treatment plant receives raw water from the Grand Mesa and provides clean drinking water for over 27,000 residents in the City of Grand Junction.

The WTP has four filters each consisting of two cells. All of the filters have Wheeler Underdrains. The City desires to demo and remove the existing underdrains and install new Leopold Universal Type XA Underdrains and IMS 200 caps. New filter media will only consist of sand and anthracite. The City would also like to add air scour as part of the project which will consist of new blowers, air piping, automated valves and SCADA controls. The end product will provide a functioning filter system with equal design capacity of the existing system and improved operations. JVA has toured the plant several times and commends the City on the very clean and tidy facility.



It is understood that the City will seek funding for the project with an application to the Colorado Water

Resources and Power Authority (CWRPA) State Revolving Fund loan program. JVA’s experience with assisting clients through this program and preparing bid documents that meet the requirements will prove to be an asset to the City.

JVA recognizes that the schedule is critical for this project in order to meet several submittal deadlines to receive CDPHE approval. Our staff has reviewed the existing drawings and consulted with Moltz Construction and Leopold. JVA is ready to hit the ground running with this project and begin design immediately.

The primary objectives for this project include the following:

- Replacement of the existing underdrains with new Leopold underdrains, filters, caps and media
- Addition of air scour to include new blowers, piping, actuated valves and controls
- New Power service to the blower building
- SCADA upgrades associated with filter improvements

The above design improvements shall be in accordance with the State of Colorado Design Criteria for Potable Water Systems and most recent national, state and local building, fire and electrical codes.

## Company and Personnel Qualifications

### Recently Completed Similar Projects

As requested in the RFP, JVA has provided project summaries that best represent the project that the City will undertake at the Water Treatment Plant. Each of these projects have included water treatment plant filter improvements. The project summaries provided are just a few examples that demonstrate JVA’s experience with filter underdrain retrofit projects. Some of the water treatment projects listed below have different processes than what may be currently used by the City WTPs, but they are included to illustrate our technical and non-technical skills, such as our comprehensive knowledge in water and wastewater treatment processes, engineering report preparation, work with State staff,

regulatory and permitting knowledge, and understanding of the funding process.

**Rangely Water Treatment Plant Improvements, Rangely, CO**



**Reference:**  
 Mrs. Jocelyn Mullen, Town Engineer  
 Town of Rangely  
 209 E. Main Street  
 Rangely, CO 81648  
 970-675-8476  
 jmullen@rangelyco.gov

Adam Racette served as the lead design engineer for the Town of Rangely Water Treatment Plant Improvements. The project consisted of removing and replacing existing rapid mixing, flocculation and sedimentation equipment. The project also included demolition and removal of existing wheeler block underdrains and replacement with new Leopold underdrains, caps and media. Lastly the project involved the addition of a new blower, piping and actuated valves for air scour as well as backwash supply improvements and controls upgrades. Permitting, bidding, and construction administration were part of the scope of work.

**Salida Water Treatment Plant Improvements, Salida, CO**



**Reference:**  
 Mr. Lonnie Oversole, Water Plant Manager  
 City of Salida  
 448 E. 1st Street, Suite 112  
 Salida, CO 81201  
 719-539-6721  
 lonnie.oversole@cityofsalida.com

Adam Racette and Cooper Best served as project managers and design engineers for the design, permitting and construction management for the City of Salida's Water Treatment Plant Improvement Project. The project consisted of demolition of existing wheeler block underdrains and replacement with new Leopold underdrains and caps as well as new sand and anthracite. Additional project details included raising of backwash troughs, addition of air scour which included a new blower, piping and actuated valves. The project had a very limited construction window due to demand requirements. Moltz Construction completed the construction for this project and through quality design and a qualified contractor resulted in zero change orders.

The project was constructed on schedule and under budget.


**Hayden Water Treatment Plant Filter Improvements, Salida, CO**



**Reference:**  
 Mr. Sam Bames, Public Works Director  
 Town of Hayden  
 P O Box 190  
 Hayden, CO 81639  
 970-276-3840  
 sam.bames@haydencolorado.org

JVA recently completed the design, permitting and construction management for filter underdrain improvements at the Town of Hayden Water Treatment Plant. JVA engineers worked closely with Leopold and the Town to pre-purchase the underdrain equipment and new media. The project also included removal and replacement of the existing filter basin coatings. JVA submitted the Drinking Water Engineering Report to CDPHE and received approval with no comments.

**Pueblo West Metropolitan District Water Treatment Plant Expansion, Pueblo West, CO**



**Reference:**  
 Scott Eilert, Utilities Director  
 Pueblo West Metro District  
 109 E Industrial Blvd  
 Pueblo West, CO 81007  
 719-248-1717  
 seilert@pwm-d-co.us

JVA recently designed a major expansion of the Pueblo West water treatment facility which will assure the District will have additional water supply capacity for current peak water demands. The water treatment expansion includes upgrades to filtration, disinfection, chemical feed, backwash handling, and residuals treatment systems. The new facility will have a total capacity of 21 MGD. The treatment system is adsorption clarification followed by granular media filtration with chemical feed and chlorine gas disinfection. Under construction are new filters, a new backwash basin with settling, and residual drying beds to comply with State Section 9 Impoundment Rules. JVA assisted the District with State Revolving Fund loan approval and obtained CDPHE Construction Approval in a timely manner.

### Loveland Water Treatment Plant Loveland, CO



**Reference:**  
 Scott Dickmeyer, Water Treatment Manager, 970-667-8742 and Roger Berg, Senior Civil Engineer, 970-962-3711  
 scott.dickmeyer@cityofloveland.org

JVA is assisting the City of Loveland with on-call engineering services for the design of the Phase 2 WTP Expansion project. The services consisted of engineering design and construction reviews for the City during the development of design and construction drawings and specifications to expand the WTP from 30 MGD to 38 MGD. The project consisted of the addition of high rate gravity filters with air scour, addition of plate settlers in an existing sedimentation basin, new chemical building, addition of tube settlers in an existing sedimentation basin, new soda ash silo and building, and replacement and relocation of house water service pumps. The project also involved the addition of new Deskin rapid sludge drying beds and relocation of the point of compliance for increased chlorine contact time. JVA is also assisting the City the beneficial reuse permitting to apply water treatment residuals to reclaim eroded areas caused by drainage and the September 2013 flood.

### Soldier Canyon Filter Plant Improvements Fort Collins, CO



**Reference:**  
 Chris Harris, Plant Manager  
 Soldier Canyon Filter Plant  
 4424 LaPorte Ave.  
 Fort Collins, CO 80524  
 970-482-3413  
 charris@soldiercanyon.com

In 2015, JVA was hired by SCFP to assist with filter upgrades including replacement of four (4) mixed media filters converted to dual media filters with a capacity of 40 MGD. JVA worked with SCFP and the CDPHE during the design review for approval of the project. JVA provided assistance to evaluate contractor proposals for contractor selection and was retained for construction observation. The filter replacement was

completed in December 2015 within budget and schedule.

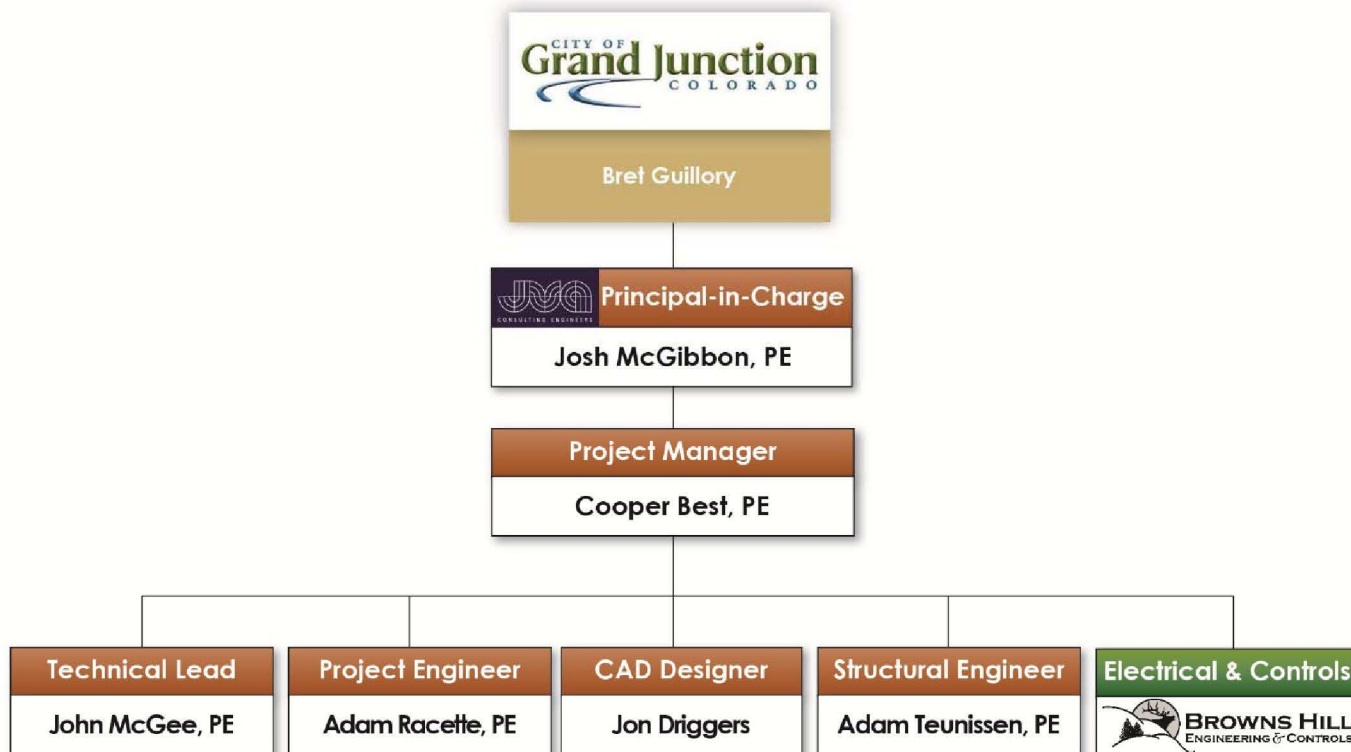
In another SCFP project, JVA was hired to evaluate backwash supply (BWS) pumping improvements to provide a higher level of service and redundancy during the peak water production periods. JVA prepared a hydraulic model based on the current peak day, average day and winter day BWS demands to select the ‘best’ pump to meet the redundancy and energy efficiency goals throughout the year. There were electrical service and switchgear constraints that had to be taken into consideration for the pump selection including code compliance, motor sizing, existing switchgear / service and back-up generator capabilities. The final design will include a new BWS pump along with new VFDs and replacement VFDs for the existing BWS pump and decant pump. JVA has been retained by SCFP to provide engineering services for plant improvements through 2016.

### Project Team

JVA incorporates a team approach on all of our projects. Our project success is a result of close coordination and communication with the owners, designers, contractors, and vendors, allowing us to serve you more effectively. We have been involved in several design-bid-build, equipment pre-purchase, construction manager at risk (CMAR), and design-build projects. We are capable of the fast-track approach to our numerous designs with close coordination with City staff. Project progress is regularly communicated through the planning, design, review, construction, and inspection procedures on all projects. *This careful attention to your needs creates projects that run smoothly and efficiently with fewer challenges.*

A description of our proposed team is provided on the following organization chart and pages.

## PROJECT TEAM ORGANIZATION CHART



### PRINCIPAL-IN-CHARGE

**Josh McGibbon, P.E.**



Josh McGibbon will be the principal management liaison for contract coordination and scopes of work between the City and JVA. Josh's primary responsibility is to review the project schedule and budget, attend reviews and workshops with the City, commit project resources, and provide Quality Assurance/Quality Control for all our deliverables. Josh will head the JVA team based on his strong background in water and utility infrastructure work as well as his Environmental Department management role. Josh has gained significant engineering planning and design experience with a special expertise in project financing and CDPHE permitting. He has been the Engineer of Record for the planning and design of numerous new water treatment plants, expansions and retrofit projects, and has an excellent working relationship with CDPHE staff. Josh's recent water treatment plant design and permitting experience with Pueblo West Metro District, City of Brighton, Soldier Canyon, Town of Berthoud, and City of Idaho Springs.

### TECHNICAL LEAD

**John McGee, PE**



John will serving as a technical lead for this project. John has had direct experience planning, evaluation, design, construction and operation of water treatment plants. Just prior to joining JVA, Mr. McGee was the project manager and treatment manager for the Loveland Water and Wastewater Treatment Facilities. Over his 8 years with Loveland, John managed approximately \$17 million of capital improvements to the 30 MGD Loveland WTP. The improvements included the addition of flocculation and sedimentation using inclined plate settlers and deep tube settlers, rehabilitation of high rate dual media filters, backwash system improvements including replacement of underdrains and addition of air scour, residuals storage and drying ponds, and electrical, control and SCADA improvements. John will work closely with Cooper and Adam to provide technical guidance to the JVA project team.



## PROJECT MANAGER

**Cooper Best, PE**



As Regional Manager of JVA's Western Slope office, Cooper will be the primary contact and manage the design team for this project with the City. Cooper brings more

than 16 years of engineering experience with water distribution system design, hydraulic analysis, water and wastewater treatment systems, lift stations, engineering reports, utility plans and funding knowledge for capital projects. Cooper will lead the JVA team based on his strong background in similar water filter upgrades of similar size and scope.

Cooper is skilled in all facets of design, permitting, and construction management of water and wastewater projects. He has extensive knowledge and experience in grant/loan funding for water and wastewater treatment facilities and water quality projects. Cooper excels in communication and project management to ensure projects stay on schedule and budget. He has worked on several water treatment plant underdrain retrofit projects and is a perfect fit for your project.

## SENIOR PROJECT ENGINEER

**Adam Racette, PE**



Adam will be acting in a supporting role to the project manager. Adam has a diverse background in planning, permitting, engineering design and construction

management. His projects have included lift stations, water distribution systems, collection system design, rehabilitation projects, pump stations, water treatment systems and wastewater treatment plants. Adam excels at problem solving and providing innovative designs for unique engineering challenges. Adam has experience as a consultant and city engineer which provides him with a well-rounded perspective. Adam also has specific experience with several water treatment plant retrofit projects which included the replacement of underdrains with new Leopold equipment and addition of air scour.

"The Town of Rangely is pleased with the design, engineering and construction administration that Adam provided during our water treatment plant upgrade project. I recommend him for water treatment plant engineering projects."

—Jocelyn Mullen, PE, Town Planner, Town of Rangely

## STRUCTURAL PROJECT ENGINEER

**Adam Teunissen, PE**



Adam Teunissen will support the project team with structural engineering assessments. Adam will remain with the project team through the design and

construction phases of the project. Adam brings relative experience with structural assessments for repair and rehabilitation work. For this project, it is anticipated that there will be a structural review of the existing filter floors to ensure they can adequately support the new concrete required for the Leopold underdrain system. Adam is very familiar with the Environmental Engineering Concrete Code, ACI 350-06; the design code that governs water containing concrete tanks.

"Adam and Cooper were a great team to work with when we did the upgrade to our filters at our water treatment facility. Design and permitting experience of the team on these type of projects kept the project on schedule, and change orders to a minimum during the construction phase. Phase I of our project, which included a retrofit of our existing filter cells with Leopold underdrains, was accomplished with zero change orders. Attention to detail and knowledge of the project made this a successful project for Salida."

—Lonnie R. Oversole, Water Plant Manager, City of Salida

## PROJECT SUBCONSULTANTS



JVA proposes to subconsult with Browns Hill

Engineering and Controls for electrical and I&C design for the project. Browns Hill and JVA have an excellent working relationship since 2000 including several successfully completed water treatment improvement projects. BHEC services will include electrical engineering and controls design as well as construction shop drawing review. Browns Hill understands the City is planning on upgrading the Water Treatment Plant's SCADA system in the future and will take this into consideration with this project.

## C. Strategy and Implementation Plan

Shown below is a detailed project approach and scope for each task effort included in the RFP. We have elected to Title the Bidding Phase Task 4 and the Construction Services Phase 5.

## Task 1: Project Management and Coordination

Initial Kick off meeting and Site Investigations. JVA’s project team will meet City staff at the WTP to conduct a project kick off meeting. JVA’s project team will include as a minimum, the project manager (Cooper), the project engineer (Adam) and electrical and controls engineer (BHEC). JVA will discuss our proposed project schedule which will provide submittal of drawings and permitting to CDPHE by April 21st, 2016. The proposed schedule which is included with this proposal outlines the individual tasks described in our scope of work for the project and identifies key milestone dates. Throughout the course of the project, Cooper will maintain and update the project schedule as work proceeds.

Following the meeting, the plant operators and JVA will conduct a detailed site investigation of the existing water treatment plant and adjacent blower building.

JVA will provide minutes and action items following the meeting and revise the schedule as needed based on the City’s input and direction.

The City’s Project Manager and Cooper Best will maintain communication by email and phone on a frequent and regular basis throughout the project. This communication will assist with early identification of potential problems and concerns.



Photo 1: GI WTP Filter Pinina Gallery

The City and JVA will meet every two weeks during the design phase of the project and conduct

Project Working Group meetings. The purpose of these meetings is to coordinate the work effort and resolve issues as they arise. At a minimum, the topics outlined in the RFP will be on the agenda for each meeting. JVA staff will prepare meeting minutes following each Project Working Group meeting and distribute these to all attendees.

JVA will also provide bi-weekly status reports which will include the percent of design complete. These

reports are very valuable to keep everyone informed and keep the project on schedule and budget.

## Task 2: Design Plans and Design Report

This task will include preparation of the drawings and specifications as well as permitting through CDPHE.

JVA will prepare 60% design drawings and specifications for review and comment by the City of Grand Junction Utility Engineer, City Project Engineer and City Water Resources Manager as part of Task 2.



Wheeler Underdrain False Bottom

JVA has already discussed the project details with Leopold and received preliminary drawings and budget pricing. After discussions with Leopold, they indicated there is enough distance (which equates to allowable time of concurrent backwash cycle) between the top of the media and bottom of the filters for a combination air/water scour sequence without having to raise the troughs. JVA agrees with the manufacturer and it is not planned to raise the troughs with this project which will save the City money and time with the construction schedule. The existing Wheeler underdrains require more profile than the newer Leopold underdrains because the Wheeler underdrains require a false bottom (see Photo 8) and filtered effluent channel (12” to 18” in depth) that supports the Wheeler underdrain and allows passage of the filtered effluent and backwash supply.

“I have worked with JVA and their staff on projects ranging from a \$ 11.5M wastewater plant upgrade to a \$500K filter replacement at a water treatment plant. I always look forward to the opportunity to work with their engineers and be a part of any project they are involved in. I will be more than happy to visit with anyone who wishes to inquire further about our past working relationships with JVA.”

—Ted Senter, Project Manager, Moltz Construction

We anticipate the need for additional concrete to create a front flume (26” deep recommend by Leopold). Since the filters reside on top of the clearwells we will have our structural department



ensure the filter bottoms are designed adequately to support this additional concrete load. However the original plant drawings show Leopold underdrains as an option therefore we don’t expect structural issues with the addition of new concrete to the filter bottoms.



Wheeler Filter Underdrain

The filter replacement will require media removal, removal of the Wheeler ceramic balls, and demolition of the Wheeler underdrains. The

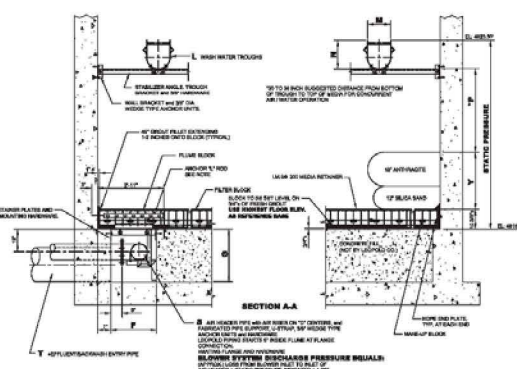
false bottom supports can be left in place or removed at the City’s discretion.

The addition of air scour will replace the existing surface wash system and offer advantages including full media coverage and expansion for filter washing and can reduce the amount of treated water used for backwashing and surface washing. The existing surface wash equipment and piping will be removed as part of this project.

JVA also discussed air scour options with Leopold and two main options exist to add air scour to the existing filters. One option involves air piping overhead and dropping into each basin individually with electrically actuated valves. This approach was utilized on the City of Salida project. The other option involves piping the main air header into the piping gallery and coring a hole in each filter wall. JVA is open to either option but our initial opinion is that the second option would be a cleaner installation with no piping above the filters and no connections into the top of the filter underdrains. This option reduces any issues with past Leopold drop pipe problems and the potential for media loss (if a failure occurs). CDPHE has required on previous projects to add concrete around the main drop pipe. JVA will discuss these air scour options in more detail during the design phase and move forward based on the City’s direction.

The City indicated the need for two blowers as part of this project, one duty and one standby. JVA’s

preliminary sizing of the air requirement for a new blower equates to 840 – 1400 cfm using 3-5 cfm/ft<sup>2</sup>.



The JVA team will work with plant staff to determine the best approach for providing air scour and backwash for the filters. JVA has in-depth experience to assist the operators with recommendations for filter backwash sequencing (i.e. all air/rate/time, air-water/rate/time, all water/rates/time) to optimize filter run times and reduce turbidity spikes at filter start-up. JVA’s experience of air scour vs surface wash is that there is not a significant savings in backwash water, however, there is a significant difference in the filter bed fluidization and the quality of the cleaning over the entire filter bed. JVA’s intent for this project is not just design, construct and hand the system over to the City but to remain involved during plant start up and assisting the operators to determine the most optimum filter backwash sequencing that provides optimum results.

On some previous projects we have designed a treatment facility to only have one blower and we look forward to discussing this cost savings option with the City as well.

Our design will include a new power service for the blowers. It will be important for the City and JVA to engage early in the design with the power service provider to understand the schedule for installing a new transformer and power service.

Our design will incorporate the demolition, removal and disposal of the existing surface wash equipment.

The troughs appear to be in good condition and we don’t anticipate the need for trough replacement with our design. In addition the existing concrete appears to be in very good shape. Spot repairs may be needed for areas of spalling but we don’t anticipate any major concrete repairs with this project.

The City has clearwells under the north and south filters that are different sizes which could be an issue during construction when backwashing.



Photo 2: Existing Filter Basin

JVA will work closely with the City to review historical demands and backwash water volume usage. We will incorporate this into the

construction sequencing to alleviate issues with backwashing from different clearwells when different filters are down for construction.

JVA discussed the construction schedule with Moltz Construction. Through this discussion and our previous experience, JVA anticipates the need to pre-purchase the filter underdrain equipment and possibly the blowers. JVA has included time in our proposal to assist the City with this process as we have done successfully before with several clients. JVA will prepare the pre-purchase agreement and assist with negotiating the terms with manufacturers. Our engineers will review shop drawings provided from pre-purchased equipment. Pre-purchasing the equipment will ensure that the City's project can start construction on October 31st, 2016 and end on March 24th, 2017.

### **CDPHE Permitting**

JVA is very experienced with the permitting process and requirements by CDPHE for filter upgrade projects. There exist several unique obstacles when retrofitting an existing plant.

The Grand Junction WTP was not originally designed with filter to waste capabilities. Since that time CDPHE has revised the design requirements and filter to waste is now required. However, JVA staff have worked on several projects including Salida and Hayden that did not have filter to waste capabilities. We utilized the facility's filter effluent data to show effluent turbidity met CDPHE requirements, so the added cost to upgrade the facility with filter to waste was not required and the project was approved. JVA plans to engage CDPHE early in the permitting process to discuss this requirement and our strategy.



Photo 6: Filter Room

Also, CDPHE requires 20 gpm/ft<sup>2</sup> capacity for backwash rate. Water plant operators indicated during the pre-proposal meeting that the existing backwash rate ranged from 17 to 18 gpm/ft<sup>2</sup>. The existing

backwash pumps are VFD driven and staff indicated they were not planning to replace the pumps. Therefore we expect as part of the permitting process to request a variance from CDPHE to not supply the required backwash rate of gpm/ft<sup>2</sup>. JVA has been successful with this variance request on previous projects with the use of historical turbidity data from the facility.

Lastly, CDPHE regulations now require a double wall/air gap between the dirty and clean water gutlets. We expect the City's project to need a variance for this design requirement as well. JVA staff have been successful on previous projects with the addition of an epoxy paint on the dirty water gullet for an added level of protection. Again, JVA will plan on engaging CDPHE early in the design and permitting process to ensure the project stays on schedule.

JVA will prepare and submit the Drinking Water Engineering Report to CDPHE along with drawings and specifications by the April 21, 2016. The engineering report will include all the required information and exhibits to obtain approval of the project from CDPHE.

As part of this task, JVA will respond to any comments from CDPHE needed to receive approved construction documents for this project.

### **Task 3: Final Bid Documents**

JVA will produce final bid documents which incorporate all of the City's comments and include Plans and Project Technical Specifications in accordance with the City of Grand Junction Standard Contract Documents for Capital Improvements Construction, Revised July 2010. The final bid documents will be stamped engineering drawings and complete to obtain competitive construction bids for the Filter modification project.

Accompanying the final bid documents will be a detailed Engineer's Opinion of Probable Cost for the project.



#### **Task 4: Bid Phase Services**

This task includes the following activities: conducting a pre-bid meeting and site walkthrough, responding to questions and RFIs, issuing Addenda (if required), evaluating the proposals and making a recommendation to the City on the preferred Contractor.

JVA has a strong working relationship with a number of reputable contractors throughout Colorado. Although the bid process will be open to contractors who meet the minimum requirements, JVA will collaborate with a number of reputable contractors during design and bid period assistance to promote the project to these preferred contractors and encourage their participation in the bid.

#### **Task 5: Construction Phase Services**

JVA understands the City will provide onsite full time inspection for the project and that our services during construction will be on an as needed purposes. Our proposal includes an hourly estimate for the review of shop drawings. In addition we have included time to conduct five (5) site visits during construction.

Since the RFP did not specifically request these services, JVA has not included time for the following tasks: Review and processing of change orders, Review and processing of RFIs, Review and processing of pay applications.

JVA can provide a fee estimate for these services if requested by the City of complete them on an hourly basis. JVA will provide close out documents including record drawings per our proposed lump sum not to exceed fee.

#### **Project Schedule and Quality Control**

Shown on our project schedule is the sequence of project tasks and associated time lines. JVA has the ability to meet the City's tight deadline for design and permitting.

JVA's approach on the City's WTP Filter Upgrade Project will be to balance cost, schedule and quality control to provide the City a high quality deliverable. JVA is a Colorado owned and operated firm that offers more competitive costs for services compared to some of the larger regionally and nationally based Colorado

firms. With our Glenwood Springs office, JVA is close to the City of Grand Junction and will be responsive and available for this project. Shown on the project schedule is the sequence of tasks we anticipate for this project. In order to meet the City's requested construction schedule we have included the task of pre-purchasing the equipment. JVA advocates input and communication throughout the project to avoid unnecessary surprises and better ensure the City receives a high quality project delivered on schedule and within budget.

The JVA team is committed to excellence in our service to the City. The JVA team recognizes that true service to the City is more than quality engineering. Quality in JVA projects is also maintained by several important factors:

- Our similar work on past projects of similar scope promotes efficiency
- Work is reviewed internally for quality, possible value engineering benefits, and engineering excellence
- JVA has instituted in-house Project Management training that includes workshops, implementation of quality control tools and outside speakers
- Our firm excels in evaluations, state and local regulatory relationships, and public outreach
- Our team approach in effective communication is unparalleled

JVA performs internal peer reviews and quality control meetings with every stage of project. The process involves senior staff that are not involved in the project and utilizes extensive mathematical and drawing checks. The QA/QC process involves the principal and CAD manager in all major milestones in the project and helps to assure that the wisdom of our most senior staff is imparted into all stages of planning and design.

#### **D. References**

Please see recently completed projects above for reference information.

#### **E Fee Proposal**

Please see separate file for fee proposal.

#### **F. Additional Data**

JVA has no additional information to submit.

ID	Task Name	Duration	Start	Finish	15	Jan 3, '16	Feb 7, '16	Mar 13, '16	Apr 17, '16	May 22, '16	Jun 26, '16	Jul 31, '16	Sep 4, '16	Oct 9, '16	Nov 13, '16	Dec 18, '16	Jan 22, '17	Feb 26, '17	Apr 2, '17	
						M	T	W	T	F	S	S	M	T	W	T	F	S	S	M
1	<b>Project Award</b>	<b>2 days</b>	<b>Thu 2/18/16</b>	<b>Fri 2/19/16</b>																
2	Contract Execution	1 day	Thu 2/18/16	Thu 2/18/16																
3	Project Kick-Off Meeting	1 day	Fri 2/19/16	Fri 2/19/16																
4	Preliminary Design	24 days	Fri 2/26/16	Wed 3/30/16																
5	Prepare 60% Drawings	16 days	Fri 2/26/16	Fri 3/18/16																
6	Prepare Preliminary OPC	3 days	Mon 3/21/16	Wed 3/23/16																
7	Submit 60% Drawings and OPC to City	1 day	Thu 3/24/16	Thu 3/24/16																
8	60% Design Review Meeting with City	1 day	Wed 3/30/16	Wed 3/30/16																
9	Final Design	16 days	Thu 3/31/16	Thu 4/21/16																
10	Prepare 90% Drawings and Specifications	10 days	Thu 3/31/16	Wed 4/13/16																
11	Submit 90% Drawings, Specifications and OPC to City	1 day	Thu 4/14/16	Thu 4/14/16																
12	90% Design Review Meeting with City	1 day	Fri 4/15/16	Fri 4/15/16																
13	Finalize Bid Documents	4 days	Mon 4/18/16	Thu 4/21/16																
14	<b>Permitting</b>	<b>83 days</b>	<b>Mon 2/22/16</b>	<b>Wed 6/15/16</b>																
15	Prepare CDPHE Drinking Water Engineering Report	43 days	Mon 2/22/16	Wed 4/20/16																
16	Submit to CDPHE	1 day	Thu 4/21/16	Thu 4/21/16																
17	CDPHE Review	33 days	Fri 4/22/16	Tue 6/7/16																
18	Respond to CDPHE Review Comments	5 days	Wed 6/8/16	Tue 6/14/16																
19	Obtain Final CDPHE Approval	1 day	Wed 6/15/16	Wed 6/15/16																
20	<b>Equipment Pre-Purchase</b>	<b>162 days</b>	<b>Thu 3/31/16</b>	<b>Fri 11/11/16</b>																
21	Prepare RFP for Equipment	5 days	Thu 3/31/16	Wed 4/6/16																
22	Solicit Proposals	20 days	Thu 4/7/16	Wed 5/4/16																
23	Review Proposals and Make Recommendation	2 days	Thu 5/5/16	Fri 5/6/16																
24	Finalize Pre-Purchase Agreements	5 days	Mon 5/9/16	Fri 5/13/16																
25	Shop Drawing Preparation	30 days	Mon 5/16/16	Fri 6/24/16																
26	Pre-Purchase Equipment Delivery	100 days	Mon 6/27/16	Fri 11/11/16																
27	<b>Bidding</b>	<b>24 days</b>	<b>Tue 9/6/16</b>	<b>Fri 10/7/16</b>																
28	Advertise for Construction	1 day	Tue 9/6/16	Tue 9/6/16																
29	Pre-Proposal Meeting	1 day	Tue 9/27/16	Tue 9/27/16																
30	Bids Due	1 day	Tue 10/4/16	Tue 10/4/16																
31	Review Bids and Provide Recommendation	3 days	Wed 10/5/16	Fri 10/7/16																
32	<b>Construction</b>	<b>113 days</b>	<b>Wed 10/19/16</b>	<b>Fri 3/24/17</b>																
33	Notice of Award	1 day	Wed 10/19/16	Wed 10/19/16																
34	Notice to Proceed	7 days	Thu 10/20/16	Fri 10/28/16																
35	Construction	105 days	Mon 10/31/16	Fri 3/24/17																

Project: Project Schedule  
Date: Fri 2/5/16

Task Milestone Project Summary External Milestone Inactive Milestone Manual Task Manual Summary Rollup Start-only Deadline Split Summary External Tasks Inactive Task Inactive Summary Duration-only Manual Summary Finish-only Progress

Page 1

**SECTION 7.0: SOLICITATION RESPONSE FORM**

**RFP-4166-16-DH Design Services for City of Grand Junction Water Treatment Plant Filter Upgrade Project**

*Offeror must submit entire Form completed, dated and signed.*

-----  
*The Owner reserves the right to accept any portion of the work to be performed at its discretion*  
-----

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- Prompt payment discount of 1/2 percent of the net dollar will be offered to the Owner if the invoice is paid within 15 days after the receipt of the invoice. Payment Terms 30 days.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: 2.

It is the responsibility of the Proposer to ensure all Addenda have been received and acknowledged.

JVA, Inc.  
 \_\_\_\_\_  
 Company Name – (Typed or Printed)  
  
 \_\_\_\_\_  
 Authorized Agent Signature  
 214 8th Street, Suite 210  
 \_\_\_\_\_  
 Address of Offeror  
 Glenwood Springs, CO 81601  
 \_\_\_\_\_  
 City, State, and Zip Code

Josh McGibbon, Vice President  
 \_\_\_\_\_  
 Authorized Agent – (Typed or Printed)  
 303-565-4841  
 \_\_\_\_\_  
 Phone Number  
 jmcgibbon@jvajva.com  
 \_\_\_\_\_  
 E-mail Address of Agent  
 2/4/2016  
 \_\_\_\_\_  
 Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/24/2016

**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 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).**

<b>PRODUCER</b> USI Colorado, LLC Prof Liab P.O. Box 7050 Englewood CO 80155	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 800-873-8500      FAX (A/C, No): E-MAIL: ADDRESS:														
<b>INSURED</b> JVA, Inc. 1319 Spruce Street Boulder CO 80302	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Charter Oak Fire Insurance Company</td> <td style="text-align: center;">25615</td> </tr> <tr> <td>INSURER B : Travelers Indemnity Company</td> <td style="text-align: center;">25658</td> </tr> <tr> <td>INSURER C : Pinnacol Assurance Company</td> <td style="text-align: center;">41190</td> </tr> <tr> <td>INSURER D : XL Specialty Insurance Company</td> <td style="text-align: center;">37885</td> </tr> <tr> <td>INSURER E : Travelers Property Cas. Co. of Amer</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Charter Oak Fire Insurance Company	25615	INSURER B : Travelers Indemnity Company	25658	INSURER C : Pinnacol Assurance Company	41190	INSURER D : XL Specialty Insurance Company	37885	INSURER E : Travelers Property Cas. Co. of Amer	25674	INSURER F :	
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INSURER F :															

**COVERAGES**      **CERTIFICATE NUMBER: 228427648**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6801421L860	5/1/2015	5/1/2016	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
E	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	BA1696L578	5/1/2015	5/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	Y	Y	CUP6968Y20A	5/1/2015	5/1/2016	EACH OCCURRENCE \$8,000,000 AGGREGATE \$8,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	4131403	5/1/2015	5/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability Claims Made			DPR9723645	5/1/2015	5/1/2016	Per Claim 2,000,000 Aggregate 3,000,000

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

As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability; Designated Insured under Automobile Liability; and Additional Insured's under Umbrella / Excess Liability but only with respect to liability arising out of the Named Insured work performed on behalf of the certificate holder and owner. The General Liability, Automobile Liability, Umbrella/Excess insurance applies on a primary and non-contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation. The Umbrella / Excess Liability policy See Attached...

<b>CERTIFICATE HOLDER</b>  City of Grand Junction Attn: Duane Hoff Jr. 250 North 5th St. Grand Junction CO 81501	<b>CANCELLATION</b>  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 
---	--





**ADDITIONAL REMARKS SCHEDULE**

AGENCY USI Colorado, LLC Prof Liab		NAMED INSURED JVA, Inc. 1319 Spruce Street Boulder CO 80302	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25      FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

provides excess coverage over the General Liability, Automobile Liability and Employers Liability. Please note that Additional Insured status does not apply to Professional Liability or Workers' Compensation.  
RE: RFP-4166-16-DH; Design Services for Water Treatment Plant Filter Upgrade Project  
Additional Insured: City of Grand Junction and the Owner's officers and employees

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

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

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li><b>A. BROAD FORM NAMED INSURED</b></li> <li><b>B. BLANKET ADDITIONAL INSURED</b></li> <li><b>C. EMPLOYEE HIRED AUTO</b></li> <li><b>D. EMPLOYEES AS INSURED</b></li> <li><b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b></li> <li><b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b></li> <li><b>G. WAIVER OF DEDUCTIBLE – GLASS</b></li> </ul> | <ul style="list-style-type: none"> <li><b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b></li> <li><b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b></li> <li><b>J. PERSONAL EFFECTS</b></li> <li><b>K. AIRBAGS</b></li> <li><b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b></li> <li><b>M. BLANKET WAIVER OF SUBROGATION</b></li> <li><b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b></li> </ul> |
|---|--|

**PROVISIONS**

**A. BROAD FORM NAMED INSURED**

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

**B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

**C. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.



**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ARCHITECTS, ENGINEERS AND SURVEYORS XTEND ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**GENERAL DESCRIPTION OF COVERAGE** Provisions **A. – T.** and **V.** of this endorsement broaden coverage. Provisions **U.** and **W.** of this endorsement may limit coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the **PROVISIONS** of this endorsement carefully to determine rights, duties, and what is and is not covered.

- |   |  |
|---|--|
| <p><b>A.</b> Broadened Named Insured</p> <p><b>B.</b> Incidental Medical Malpractice</p> <p><b>C.</b> Reasonable Force – Bodily Injury Or Property Damage</p> <p><b>D.</b> Non-Owned Watercraft – Increased To Up To 75 feet</p> <p><b>E.</b> Aircraft Chartered With Crew</p> <p><b>F.</b> Extension Of Coverage – Damage To Premises Rented To You</p> <p><b>G.</b> Malicious Prosecution – Exception To Knowing Violation Of Rights Of Another Exclusion</p> <p><b>H.</b> Medical Payments Limit</p> <p><b>I.</b> Increased Supplementary Payments</p> <p><b>J.</b> Additional Insured – Owner, Manager Or Lessor Of Premises</p> <p><b>K.</b> Additional Insured – Lessor Of Leased Equipment</p> <p><b>L.</b> Additional Insured – State Or Political Subdivisions – Permits Relating To Premises</p> <p><b>M.</b> Additional Insured – State Or Political Subdivisions – Permits Relating To Operations</p> | <p><b>N.</b> Additional Insured – Architect, Engineer Or Surveyor</p> <p><b>O.</b> Who Is An Insured – Newly Acquired Or Formed Organizations</p> <p><b>P.</b> Who Is An Insured – Unnamed Partnership Or Joint Venture – Excess</p> <p><b>Q.</b> Per Project General Aggregate Limit</p> <p><b>R.</b> Knowledge And Notice Of Occurrence Or Offense</p> <p><b>S.</b> Unintentional Omission</p> <p><b>T.</b> Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Contract Or Agreement</p> <p><b>U.</b> Amended Bodily Injury Definition</p> <p><b>V.</b> Amended Insured Contract Definition – Railroad Easement</p> <p><b>W.</b> Amended Property Damage Definition – Tangible Property</p> <p><b>X.</b> Additional Definition – Contract or Agreement Requiring Insurance</p> |
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### PROVISIONS

#### **A. BROADENED NAMED INSURED**

1. The Named Insured in Item 1. of the Common Policy Declarations is amended as follows:

The person or organization named in Item 1. of the Common Policy Declarations and any organization, other than a partnership, joint venture, limited liability company or trust, of which you are the sole owner or in which you maintain the majority ownership interest on the effective date of the policy. However,

coverage for any such additional organization will cease as of the date, if any, during the policy period, that you no longer are the sole owner of, or maintain the majority ownership interest in, such organization.

2. This Provision **A.** does not apply to any person or organization for which coverage is excluded by another endorsement to this Coverage Part.

#### **B. INCIDENTAL MEDICAL MALPRACTICE**

1. The following is added to Paragraph 1. Insuring Agreement of **COVERAGE A BODILY**

**INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I):**

"Bodily injury" arising out of the rendering of, or failure to render, "first aid" or "Good Samaritan services" to a person, other than a co-"employee" or "volunteer worker", will be deemed to be caused by an "occurrence". For the purposes of determining the applicable limits of insurance, any act or omission together with all related acts or omissions in the furnishing of the services to any one person will be deemed one "occurrence".

2. As used in this Provision B.:
  - a. "First aid" means medical or nursing service, treatment, advice or instruction; the related furnishing of food or beverages; the furnishing or dispensing of drugs or medical supplies or appliances;
  - b. "Good Samaritan services" means those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.
3. Paragraph 2.a.(1)(d) of **WHO IS AN INSURED (Section II)** does not apply to any of your "employees", who are not employed as a doctor or nurse by you, but only while performing the services described in Paragraph 1. above and while acting within the scope of their employment by you. Any such "employees" rendering "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.
4. The following exclusion is added to Paragraph 2. **Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I):**

**Sale of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by or with the knowledge or consent of the insured.
5. The insurance provided by this Provision B. shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

**C. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE**

The **Expected Or Intended Injury** Exclusion in Paragraph 2. **Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I)** is deleted and replaced by the following:

**Expected Or Intended Injury Or Damage**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

**D. NON-OWNED WATERCRAFT – INCREASED TO UP TO 75 FEET**

1. The exception contained in Subparagraph (2) of the **Aircraft, Auto Or Watercraft** Exclusion in 2. **Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I)** is deleted and replaced by the following:
  - (2) A watercraft you do not own that is:
    - (a) Less than 75 feet long; and
    - (b) Not being used to carry persons or property for a charge;
2. Only as respects the insurance provided by this Provision D., **WHO IS AN INSURED (Section II)** is amended to include as an insured any person who, with your expressed or implied consent, either uses or is responsible for the use of the watercraft.
3. The insurance provided by this Provision D. shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

**E. AIRCRAFT CHARTERED WITH CREW**

1. The following is added to the exceptions contained in the **Aircraft, Auto Or Watercraft** Exclusion in Paragraph 2. **Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I):**

Aircraft chartered with crew, including a pilot, to any insured.

2. This Provision E. does not apply if the chartered aircraft is owned by any insured.
3. The insurance provided by this Provision E. shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

**F. EXTENSION OF COVERAGE – DAMAGE TO PREMISES RENTED TO YOU**

1. The last paragraph of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section I)** is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE (Section III)**.

2. The insurance under this Provision F. does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
  - a. Rupture, bursting, or operation of pressure relief devices;
  - b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or
  - c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.
3. Paragraph 6. of **LIMITS OF INSURANCE (Section III)** is deleted and replaced by the following:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for the sum of all damages because of "property damage" to

any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$1,000,000; or
- b. The amount shown for the Damage To Premises Rented To You Limit in the Declarations for this Coverage Part.

4. Paragraph a. of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water is not an "insured contract";

5. This Provision F. does not apply if coverage for Damage To Premises Rented To You of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section I)** is excluded by another endorsement to this Coverage Part.

**G. MALICIOUS PROSECUTION – EXCEPTION TO KNOWING VIOLATION OF RIGHTS OF ANOTHER EXCLUSION**

The following is added to the **Knowing Violation Of Rights Of Another Exclusion** in 2. **Exclusions of COVERAGE B PERSONAL INJURY, ADVERTISING INJURY AND WEB SITE INJURY LIABILITY** of the **WEB XTEND LIABILITY Endorsement**:

This exclusion does not apply to "personal injury" caused by malicious prosecution.

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**H. MEDICAL PAYMENTS LIMIT**

The Medical Expense Limit shown in the Declarations for this Coverage Part is increased to \$10,000.

**I. INCREASED SUPPLEMENTARY PAYMENTS**

Paragraphs 1.b. and 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** in **COVERAGES (Section I)** are amended as follows:

1. In Paragraph 1.b., the amount we will pay for the cost of bail bonds is increased to \$2500.
2. In Paragraph 1.d., the amount we will pay for loss of earnings is increased to \$500 a day.

**J. ADDITIONAL INSURED – OWNER, MANAGER OR LESSOR OF PREMISES**

1. **WHO IS AN INSURED (Section II)** is amended to include as an insured:

Any person or organization that you have agreed in a contract or agreement to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that contract or agreement; and
  - b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, and arises out of the ownership, maintenance or use of that part of any premises leased to you under that contract or agreement.
2. The insurance provided to such additional insured under this Provision J. is subject to the following provisions:
    - a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the contract or agreement, or the limits shown in the Declarations for this Coverage Part, whichever are less; and
    - b. The insurance afforded to such additional insured does not apply to:
      - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you cease to be a tenant in that premises;

- (2) Any structural alterations, new construction or demolition operations performed by or on behalf of such additional insured; or

- (3) Any premises for which coverage is excluded by another endorsement to this Coverage Part.

3. This Provision J. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

**K. ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT**

1. **WHO IS AN INSURED (Section II)** is amended to include as an insured:

Any person or organization that you have agreed in a contract or agreement to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that contract or agreement; and
  - b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, in the maintenance, operation or use of equipment leased to you by such additional insured.
2. The insurance provided to such additional insured under this Provision K. is subject to the following provisions:
    - a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the contract or agreement, or the limits shown in the Declarations for this Coverage Part, whichever are less; and
    - b. The insurance afforded to such additional insured does not apply:
      - (1) To any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after the equipment lease expires; or

(2) If the equipment is leased with an operator.

3. This Provision K. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

**L. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO PREMISES**

The following is added to Paragraph 2. of **WHO IS AN INSURED (Section II)** to include as an insured:

Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.

**M. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO OPERATIONS**

The following is added to Paragraph 2. of **WHO IS AN INSURED (Section II)** to include as an insured:

Any state or political subdivision that has issued a permit, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:

1. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
2. "Bodily injury" or "property damage" included within the "products – completed operations hazard".

**N. ADDITIONAL INSURED – ARCHITECT, ENGINEER OR SURVEYOR**

1. The following is added to Paragraph 2. of **WHO IS AN INSURED (Section II)** to include as an insured:

Any architect, engineer or surveyor engaged by or for you that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" that is caused, in whole or in part, by acts or omissions of you or any person or organization acting on your behalf in connection with your premises or "your work".

2. This Provision N. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

**O. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

1. Paragraph 4.a. of **WHO IS AN INSURED (Section II)** is deleted and replaced by the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. Any such newly acquired or formed organization that you report in writing to us within 180 days after you acquire or form the organization will be covered under this provision until the end of the policy period, even if there are more than 180 days remaining until the end of the policy period;

2. This Provision O. does not apply to any organization for which coverage is excluded by another endorsement to this Coverage Part.

**P. WHO IS AN INSURED – UNNAMED PARTNERSHIP OR JOINT VENTURE – EXCESS**

1. The last paragraph of **WHO IS AN INSURED (Section II)** is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Common Policy Declarations.



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However, this exclusion does not apply to your liability with respect to your conduct of the business of any current or past partnership or joint venture:

- a. That is not shown as a Named Insured in the Common Policy Declarations, and
  - b. In which you are a member or partner where each and every one of your co-ventures in that joint venture is an architectural, engineering, or surveying firm.
2. This Provision **P.** does not apply to any person or organization for which coverage is excluded by another endorsement to this Coverage Part.
  3. The insurance provided by this Provision **P.** shall be excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, which is available covering your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Common Policy Declarations and which is issued to such partnership or joint venture.

### **Q. PER PROJECT GENERAL AGGREGATE LIMIT**

1. Paragraph 2. of **LIMITS OF INSURANCE (Section III)** is deleted and replaced by the following:

The General Aggregate Limit is the most we will pay for the sum of:

- a. Damages under Coverage **B**; and
  - b. Damages from "occurrences" under Coverage **A** and for all medical expenses caused by accidents under Coverage **C** which cannot be attributed only to operations at a single "project".
2. The following is added to **LIMITS OF INSURANCE (Section III)**:

A separate Per Project General Aggregate Limit applies to each "project" for all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage **A** and for all medical expenses caused by accidents under Coverage **C** which can be attributed only to operations at a single "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations for this Coverage Part.

Any payments made under Coverage **A** for damages and under Coverage **C** for medical expenses shall reduce the Per Project General Aggregate Limit for that "project", but shall not reduce:

- a. Any other Per Project General Aggregate Limit for any other "project";
- b. The General Aggregate Limit; or
- c. The Products-Completed Operations Aggregate Limit.

The limits shown in the Declarations for this Coverage Part for Each Occurrence, Damage To Premises Rented To You and Medical Expense are also subject to the Per Project General Aggregate Limit when the Per Project General Aggregate Limit applies.

3. As used in the Provision **Q.**:

"Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".

### **R. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE**

The following is added to Paragraph 2. **Duties In The Event of Occurrence, Offense, Claim Or Suit of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation, accident, or health insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.

**S. UNINTENTIONAL OMISSION**

1. The following is added to Paragraph 6. **Representations of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance.

2. This Provision S. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**T. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY CONTRACT OR AGREEMENT**

The following is added to Paragraph 8. **Transfer of Rights of Recovery Against Others to Us of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:

1. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;
2. Ongoing operations performed by you, or on your behalf, under a contract or agreement with that person or organization;
3. "Your work"; or

4. "Your products".

We waive these rights only where you have agreed to do so as part of a contract or agreement entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense or "advertising injury" offense is committed.

**U. AMENDED BODILY INJURY DEFINITION**

The definition of "bodily injury" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

"Bodily injury" means:

- a. Physical harm, including sickness or disease, sustained by a person;
- b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease; or
- c. Care, loss of services or death resulting at any time from such physical harm, sickness or disease.

**V. AMENDED INSURED CONTRACT DEFINITION - RAILROAD EASEMENT**

1. Subparagraph c. of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

- c. Any easement or license agreement;

2. Subparagraph f.(1) of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted.

**W. AMENDED PROPERTY DAMAGE DEFINITION - TANGIBLE PROPERTY**

The definition of "property damage" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

"Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, tangible property does not include data.

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X. The following definition is added to **SECTION V – DEFINITIONS**:

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury"

and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED  
(ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following is added to WHO IS AN INSURED (Section II):**

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

**INSURANCE (Section III) for this Coverage Part.**

**B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

**C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

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injury" or "property damage" occurs, or the "personal injury" offense is committed.

**D.** The following definition is added to **DEFINITIONS (Section V)**:

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**OTHER INSURANCE – ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**PROVISIONS**

COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), Paragraph 4. (Other Insurance), is amended as follows:

1. The following is added to Paragraph a. **Primary Insurance**:

However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs; and

- b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

subsequent to the signing and execution of that contract or agreement by you.

2. The first Subparagraph (2) of Paragraph b. **Excess Insurance** regarding any other primary insurance available to you is deleted.
3. The following is added to Paragraph b. **Excess Insurance**, as an additional subparagraph under Subparagraph (1):

That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.