

### LETTER OF INTENT

Date: April 5, 2018

Company: J-U-B Engineers, Inc.

Project: Design Services for City of Grand Junction Kannah Creek Intake Rehabilitation (RFP-4483-18-DH)

Based upon review of the proposals received for Design Services for City of Grand Junction Kannah Creek Intake Rehabilitation (RFP-4483-18-DH), your company has been selected as preferred proposer of this solicitation process. It is the intent of the City of Grand Junction to award the aforementioned contract to your company as is listed in the RFP documents and your proposal response.

This contract must be approved by the City Manager prior to award and a contract being issued.

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

Thank you and Best Regards

Duane Hoff Jr., Senior Buyer



### CITY OF GRAND JUNCTION, COLORADO

\*\*\*\*\*

#### CONTRACT

This CONTRACT made and entered into this <u>16<sup>th</sup></u> day of <u>April, 2018</u> by and between the <u>City of Grand Junction</u>, Colorado, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and <u>J-U-B</u> <u>Engineers, Inc.</u> hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Responses would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as <u>Design</u> <u>Services for City of Grand Junction Kannah Creek Intake Rehabilitation RFP-4483-18-DH</u>.

WHEREAS, the Contract has been awarded to the above named Contractor by the Owner, and said Contractor is now ready, willing and able to perform the Work specified in accordance with the Contract Documents;

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

#### **ARTICLE 1**

<u>Contract Documents</u>: 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 taken 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:

The order of contract document governance shall be as follows:

- a. The body of this contract agreement
- b. Solicitation Documents for the Project; **Design Services for City of Grand** Junction Kannah Creek Intake Rehabilitation;
- c. Contractors Response to the Solicitation
- d. Change Orders.

#### ARTICLE 2

<u>Definitions:</u> The clauses provided in the Solicitation apply to the terms used in the Contract and all the Contract Documents.

#### ARTICLE 3

<u>Contract Work:</u> The Contractor agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Work described, set forth, shown, and included in the Contract Documents as indicated in the Solicitation Document.

#### ARTICLE 4

<u>Contract Time</u>: Time is of the essence with respect to this Contract. The Contractor hereby agrees to commence Work under the Contract on or before the date specified in the Solicitation from the Owner, and to achieve Substantial Completion and Final Completion of the Work within the time or times specified in the Solicitation

#### ARTICLE 5

<u>Contract Price and Payment Procedures:</u> The Contractor shall accept as full and complete compensation for the performance and completion of all of the Work specified in the Contract Documents, the not to exceed amount of **Thirty Four Thousand Eight Hundred Eighty and 00/100 Dollars (\$34,880.00)**. If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

Unless otherwise provided in the Solicitation, monthly partial payments shall be made as the Work progresses. Applications for partial and Final Payment shall be prepared by the Contractor and approved by the Owner in accordance with the Solicitation.

#### ARTICLE 6

<u>Contract Binding:</u> The Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the Owner and Contractor and may only be altered, amended or repealed by a duly executed written instrument. Neither the Owner nor the Contractor shall, without the prior written consent of the other,

assign or sublet in whole or in part its interest under any of the Contract Documents and specifically, the Contractor shall not assign any moneys due or to become due without the prior written consent of the Owner.

#### ARTICLE 7

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

IN WITNESS WHEREOF, City of Grand Junction, Colorado, has caused this Contract to be subscribed and sealed and attested in its behalf; and the Contractor has signed this Contract the day and the year first mentioned herein.

The Contract is executed in two counterparts.

#### CITY OF GRAND JUNCTION, COLORADO

Duane Hoff Jr., Senior Buyer - City of Grand Jury(19942018 | 08:32 MDT PERFORMANCE Date Date Bv: Duane Hoff Jr., Senior Buyer

#### J-U-B Engineers, Inc.

By: Lee<sup>27</sup>Cammack, PE, President, J-U-B Engineers, Inc. Date



# Request for Proposal RFP-4483-18-DH

# Design Services for City of Grand Junction Kannah Creek Intake Rehabilitation

**RESPONSES DUE:** 

March 21, 2018 prior to 3:30 PM MST

Accepting Electronic Responses Only

<u>Responses Only Submitted Through the Rocky Mountain E-Purchasing System</u> (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 <u>MUST</u> contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

PURCHASING REPRESENTATIVE:

Duane Hoff Jr., Senior Buyer 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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- 6.0 Evaluation Criteria and Factors
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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

- **1.2 Purpose:** The purpose of this RFP is to obtain proposals from qualified professional engineering firms to provide design services for the Kannah Creek Intake Rehabilitation Project.
- **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 Site Visit:** A site visit is recommended for all prospective offerors. The purpose will be to inspect and to clarify the contents of this Request for Proposal (RFP). Meeting location shall begin at <u>10001 Kannah Creek Road</u>, Whitewater, CO 81527 on March 7, 2018 at <u>2:00pm</u>.
- **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" http://www.gjcity.org/business-and-economicat development/bids/ 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 <u>www.rockymountainbidsystem.com</u>. 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 services 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 Services 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 services 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 services. 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 services. 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 services 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 Services:** 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 services 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 services under the Contract Documents. Upon receipt of written notice that the services 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 services 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 Contract Documents. The services performed and materials placed 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 services in the applicable community. The services 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 services, 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 Services: The Owner, without invalidating the contract, may order changes in the services within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the services 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 services or an adjustment in the contract sum or the contract time.

- **2.8. Minor Changes in the Services:** The Owner shall have authority to order minor changes in the services 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 Services: The Contractor shall promptly correct all services 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 services, 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 services under the above paragraphs shall be removed from the site where necessary and the services 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 services furnished hereunder shall not in any way relieve the proposer of their present responsibility to maintain the high quality, integrity and timeliness of his services. 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 herby 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 services to be done or information that comes to the attention of the Offeror during the course of performing such services 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 services 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 servicesers 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 Servicesers' 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 Serviceser'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 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 "Services" 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 Services, 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 services 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 services 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 subproposers 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: Contractor shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.

(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

(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 Services. 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 Kannah Creek Intake diverts water to the primary reservoir for the City of Grand Junction. The diversion has been operating since the early 1900's. While updates have been made in the following decades, much of the existing site is past its design life. The intake also has several maintenance challenges including, debris blockage, ice buildup in the winter, and aging facilities. The purpose of this project is to address these maintenance concerns, upgrade equipment to extend service life and enable more automated control and reporting. The City has plans created plans for replacing a portion of the intake pipeline and installing electromagnetic flow meters, debris screen replacement, and new headgates and electronic control and analytical instrumentation. The existing plans also have preliminary plans for replacing the existing shed, which houses the existing flow monitoring equipment and residential water treatment equipment, with a new prefabricated shed that will house the control equipment and residential treatment equipment. However, the existing check dam is in poor condition and needs to be replaced with the intake rehabilitation project is constructed.

Therefore, the City of Grand Junction, Purchasing Department is requesting qualifications, accompanied by sealed cost proposals, from Consulting Engineers to provide design services, prepare construction drawings, assist in the development of bid documents and assist in the procurement of USACE permit and, if necessary, US Fish and Wildlife approval for the CITY OF GRAND JUNCTION KANNAH CREEK INTAKE REHABILITATION PROJECT. The project calls for the following:

- 1. Design replacement check dam, including large debris mitigation, headgate design and control integration; revise the design of replacement of existing shed with new prefabricated structure that will house residential water treatment equipment, control and data acquisition hardware; and review of other design considerations to provide automated intake control and measurement system.
- 2. Provide submittals to USACE, and if necessary, US Fish and Wildlife for Nationwide Permit approval.
- 3. Provide bidding support.

The Consultant shall be responsible for evaluation the proposed alternative, providing design for the alternative including design, final CAD drawing, obtaining USACE 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 pipeline modification, of existing infrastructure where necessary, replacement of the existing control shed, evaluating and design of power supply and control and data collection integration for headgates, electromagnetic flow meters, and water quality monitoring devices, plan for relocation of residential water treatment equipment without service disruption

#### 4.2. Special Conditions/Provisions:

**4.2.1 Price/Fees:** Project pricing shall be all inclusive, to include, but not be limited to: labor, materials, equipment, travel, design, drawings, engineering work, shipping/freight, licenses, permits, fees, etc.

Provide a <u>not to exceed</u> cost using Solicitation Response Form found in Section 7, accompanied by a complete list of costs breakdown.

All fees will be considered by the Owner to be <u>negotiable</u>.

**4.2.2 Codes:** Contractor shall ensure that project design, scope, and specifications meets all Federal, State, County, and City Codes.

#### 4.3. Specifications/Scope of Services:

Consultant Responsibilities: The scope of work shall include the following

#### 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 contracts (both telephone or in person) with others
- Copies of pertinent written communications, including electronic (email) correspondence
- Early identification of potential problems

**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 consultant PM, City PM, 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 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, or comments from Federal agencies.

The Consultant PM shall prepare a written summary report of the general discussions held including all action items assigned. This scope assumes six (6) 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

The consultant will prepare final design plans, final design report and final design report. Prior to final design, Consultant shall provide 60% design review plans to the City for comment. Final design plans and report shall be submitted for review and approval by City and federal agencies involved. Review of documents and plans will be completed by City Project Engineer and City Water Resources Manager. The final plans and report shall be stamped by a professional engineer registered in the State of Colorado. All submittals shall be in a PDF format, with final electronic files provided at close of design task. This task will also include responding to any comments from review by USACE or other agency for approval by June 31, 2018. Any fees paid to federal agencies will be paid by the City of Grand Junction.

60% design submittal and Final Design Submittal shall include Engineers Opinion of Probable Cost for construction of the design.

Advertisement for Construction should be published on or about July 1, 2018 to allow for construction to occur during the months of September 2018 through December 2018.

**City Provided Materials:** The City will provide the following:

- As-constructed drawings of existing facilities
- GIS data
- Survey, base mapping and existing plan files

#### 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 Improvement Construction, Revised July 2010. The final bid documents shall be complete and adequate to obtain competitive construction bids for the Intake Rehabilitation 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 engineering 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 shall affix his stamp and signature to two (2) original copies of the final drawings, bid documents and design report.

**Permitting:** The Consultant shall work with USACE and other required agencies regarding plan approval and site application amendment. Any costs associated with this amendment or other permitting fees will be the responsibility of the owner.

#### Task Four: Construction Phase Services

**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.

**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 (4 visits). Consultant resident engineer shall also assist in reviewing and approving all shop drawings.

**4.4. Site Visit:** A site visit is recommended for all prospective offerors. The purpose will be to inspect and to clarify the contents of this Request for Proposal (RFP). Meeting location shall begin at <u>10001 Kannah Creek Road</u>, Whitewater, CO 81527 on March 7, 2018 at <u>2:00pm</u>.

#### 4.5. RFP Tentative Time Schedule:

- Request for Proposal available
- Site Visit
- Inquiry deadline, no questions after this date
- Post Addendum
- Submittal deadline for proposals
- Owner evaluation of proposals
- Final selection
- Contract execution
- Final Design, Drawings, Scope, Specs

#### 4.6. Questions Regarding Scope of Services:

Duane Hoff Jr., Senior Buyer duaneh@gjcity.org

February 23, 2018 March 7, 2018 March 14, 2018 March 16, 2018 March 21, 2018 March 22-28, 2018 March 30, 2018 April 3, 2018 June 15, 2018

### SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

#### Submission: Each proposal shall be submitted in electronic format only, and only through Mountain E-Purchasing Rocky website the (https://www.rockymountainbidsystem.com/default.asp). This site offers both "free" and "paving" 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:

- 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 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 in projects of similar scope and size.
- E. Fee Proposal: Provide a <u>not to exceed</u> cost using Solicitation Response Form found in Section 7, accompanied by a complete list of costs breakdown.
- 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/Demonstrated capability
- Necessary resources
- Strategy & Implementation Plan
- References
- Fees

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:** Interviews are not anticipated for this solicitation process. However, the Owner reserves the right to invite the most qualified rated proposer(s) to participate in oral interviews, if needed.
- **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-4483-17-DH Design Services for City of Grand Junction Kannah Creek Intake Rehabilitation

Offeror must submit entire Form completed, dated and signed.

1) Not to exceed cost to provide design services for the Kannah Creek Intake Rehabilitation for labor, materials, equipment, travel, design, drawings, engineering work, shipping/freight, licenses, permits, fees, etc. per specifications:

NOT TO EXCEED COST \$

WRITTEN:

dollars.

The Owner reserves the right to accept any portion of the services 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.
- City of Grand Junction payment terms shall be Net 30 days.
- 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.

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

# 2017 KANNAH CREEK INTAKE REHABILITATION SEPTEMBER, 2017

Cover Sheet

- Standard Abbreviations, Legend, and Symbols
- **B** Summary of Approximate Quantities
- ------ Vicinity Map
- Demo Plan
- ----- Concrete Plan
- Water Line Plan & Profile 0+00-2+50
- 8 Water Line Plan & Profile 2+50-5+00
- 9 Water Line Plan & Profile 5+00-7+50
- 10-Service & Bypass Lines Plan
- 11 Service & Bypass Lines Profiles
- E1-E5-Electrical & Control Plans

UTILITIES AND AGENCIES										
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Grand Junction Public Works Engineering Division

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108.3	Combination Air Valve and Vault Assembly (6") (Includes Bedding material, flanged butterfly valve w/ 900	2. EA	\$\$	. 26	108.4	Water Service Line (2") (Sch 40) (Include Elbows and Fittings to complete assembly and connect to	53. LF	\$\$		(Place in maximum 12" lifts compacted to 95% Standard Pro	octor)	¢ ¢
108.3	equal) Check Valve (8") (Tideflex Checkmate Series 35 or Engineer approved equal)	1. EA	\$\$	25	108.4	Irrigation Service Line (2") (Sch 40) ( Include Elbows and Fittings to complete assembly and connect to	56. LF	\$\$	42 43	216         Soil Retention Blanket (Biodegra Straw/Coconut)           304         Aggregate Base Coarse (Class	dable 725. SY 3) 70. CY	\$\$\$
108.3	inlet) Check Valve (6") (Tideflex Checkmate Series 35 or Engineer approved	2. EA	\$\$	24	108.4	Irrigation Connection (2") (Include connection to Irrigation pump, pump starter, well pump VFD)	Lump Sum	\$	40 41	from inlet opening) 212 Seeding (Native) 202 Seeding (Lawn)	0.3 AC 0.02 AC	\$\$ \$\$_
108.2	Water Main (24") (C-905, DR-18) (Includes all Bell Joint Restraints and Connection to existing pipe and intake	237.	\$\$	22 23	108.3 108.3	new gate and actuator) Tee (18" x 6") Tee (18" x 8")	1. EA 1. EA	\$\$ \$\$	37 38 39	<ul> <li>207 Stripping and Stockpiling Topsoi</li> <li>207 Topsoil</li> <li>210 Modify Structure (Remove Steel</li> </ul>	l 90. CY 160. CY bars Lump Sum	\$\$\$ \$\$
108.2	Water Miani (6 ) (C900, Drc 10) Water Main (18") (C-905, DR-18) (Includes all Bell Joint Restraints and Connection to existing pipe)	34. LF 282. LF	ه ۶ ۶ ۶	. 21	100.3	or Engineering approved equivalent) (Includes modification of existing concrete structure to accommodate	2. EA	۶ گ	35 36	203 Embankment Fill (Complete-in-P 203 Rock Excavation (1 CY and larger)	lace) 735. CY 75. CY	\$\$ \$\$\$
108.2 108.2	Irrigation Pipe (6") ( SDR 35 PVC) Water Main (6") (C900, DR-18) Water Main (8") (C900, DR 18)	38.5 LF 27. LF	\$\$ \$\$	19 20	108.3 108.3	Gate Valve (6") (Manual) Gate Valve (8") (Includes Actuator) Side Cate (24") (Miliana 200 Daria	1. EA 1. EA	\$\$	33 34	<ul> <li>202 Remove Existing Pipe (Size as shown on plans)</li> <li>202 Remove Sidewalk</li> </ul>	350. LF 6.44 SY	\$\$ \$\$
CDOT, City Ref.	. Description	Quantity Units	Unit Price Total Price	<u>e_</u>								



















#### PROJECT NO.

#### GENERAL REQUIREMENTS

#### GENERAL NOTES

CITY OF GRAND JUNCTION 2017 KANNAH CREEK INTAKE REHABILITATION ELECTRICAL LEGEND

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CITY OF GRAND JUNCTION 2017 KANNAH CREEK INTAKE REHABILITATION ELECTRICAL ONE-LINE DIAGRAMS




PROJECT NO.	2	54
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**Purchasing Division** 

### ADDENDUM NO. 1

# DATE: March 16, 2018 FROM: City of Grand Junction Purchasing Division TO: All Offerors RE: Design Services for City of Grand Junction Kannah Creek Intake Rehabilitation RFP-4483-18-DH

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:

- Can the geotech investigation include the site for the new prefabricated structure?
  - The City will include investigation at the prefabricated structure site.
- Who is the City using for their SCADA integrator and what SCADA architecture is presently being used? Are there issues with the current SCADA system?
  - The City Water department currently does not have a SCADA system in place. Control at the existing diversion are manual.
- Will as-built survey data be provided for the new piping and fish screen being installed in March 2018?
  - As-built survey of the screen and new piping will be made available to the selected consultant.
- Who developed the current electrical plan sheets E1 E5?
  - Browns Hill Engineering & Controls Developed the electrical, control and integration portion of the plans.
- When will as-constructed survey/drawings be available for the piping and screen being installed by City crews?
  - See above
- Please confirm the City will provide additional site survey if needed to complete design.
  - Site survey during design will be the responsibility of the City.
- Task two, in the first sentence repeats the words "final design report", are there two "final design reports", an additional report, or is this a repeat word typo?
  - The first sentence should have read, "The consultant will prepare final design plans, final design report and project technical specifications."
- The provided survey, base mapping and existing plan files appear to have contour data based. What is the accuracy of the topographic elevation data for Kannah Creek upstream

and downstream of the diversion? How was the survey data obtained, i.e. aerial survey, survey of sections? Is the point data/raw survey sections data available for review?

- Survey around the intake and along the project site was taken using GPS. The vertical is accurate to 0.05 feet. Surrounding areas are from LiDAR flown in 2016 per USGS QL2 specification and is accurate to 0.06 meters
- Are cross sections including ordinary water mark included in the survey data?
  - Water's edge at the time of the survey is included in the files. Ordinary water is not included.
- Has a HEC-RAS model been developed for this location on Kannah Creek, and is it available to the consultant for use on the project? Will the cities hydrology data be available to the consultant?
  - Hydraulic modeling in this reach is not available. Hydrologic analysis will be made available.
- Has a wetland delineation been performed at the site and jurisdictional determination been made in collaboration with the USACE?
  - Wetlands have not been delineated to date.
- Who is taking the lead on the USACE permitting; the City PM or Consultant PM?
  - Consultant will take lead on USACE permitting. Any fees paid to federal agencies will be paid by the City. The Consultant shall also include an optional line item in their sealed fee document for a Fish and Wildlife consultation if necessary.

• Whom is responsible for flood plain permitting and FEMA map revision process, if needed? City will be responsible for flood permitting and FEMA map revisions if necessary.

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



### ACKNOWLEDGEMENT

J-U-B Engineers, Inc. Western Colorado Office hereby acknowledges Addendum Number 1 for the Kannah Creek Intake Rehabilitation RFP-4483-18-DH from the City of Grand Junction.

S. Bret Guillory, PE

# City of Grand Junction, Colorado



#### RFP-4483-18-DH DESIGN SERVICES FOR KANNAH CREEK INTAKE REHABILITATION





J-U-B ENGINEERS, INC.

OTHER J-U-B COMPANIES

305 S. Main, Suite 6; Palisade, Colorado | 970-208-8508

March 21, 2018

### A. COVER LETTER





March 21, 2018

City of Grand Junction Purchasing Department Attn: Duane Hoff Jr., Senior Buyer duaneh@gjcity.org

#### RE: Request for Proposal RFP-4483-18-DH – Design Services for City of Grand Junction Kannah Creek Intake Rehabilitation

Dear Mr. Hoff and Selection Committee;

J-U-B ENGINEERS, Inc. (J-U-B) is pleased to submit our proposal for the design of the Kannah Creek Intake Rehabilitation project. J-U-B prides itself on providing exceptional client service by meeting our clients' needs. Our goal is to become your trusted advisor.

J-U-B is proposing a design team that is based in our Kaysville Utah office, with the Project Manager based in our Western Colorado office located in Palisade.

The J-U-B Team is uniquely positioned to help make the Kannah Creek Intake Rehabilitation project a success. Some of the advantages that our team will bring to the City of Grand Junction include:

- Recent & Relevant Experience J-U-B has designed more than 16 similar projects in the last 10 years. These projects are comparable to the Kannah Creek Intake, which is a great fit for our experience and expertise.
- Familiarity with Area Our project manager is very familiar with all local agencies we anticipate will be involved in the project. He has established a good relationship with the local U.S. Army Corps of Engineers (USACE) and the City staff that he will be working with.
- Local Presence Our team is made up of local experts. We have established a local office in Palisade with support from 15 other offices in five western states. Our team has worked extensively with Counties, Cities, and Towns in Colorado.

Upon reading our proposal we are confident that you will gain a sense of our team's expertise and motivation to work on this project. I will be the primary contact and can be reached at (970) 208-8508 (office) or bguillory@jub.com.

We value our relationship with the City of Grand Junction and look forward to continuing to build upon it. The City can be assured that our team will give this project top priority.

Sincerely, J-U-B ENGINEERS, Inc.

Bret Guillory, P.E., Senior Project Manager

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Lee Cammack, P.E., President

### B. QUALIFICATIONS / EXPERIENCE / CREDENTIALS

### OVER 60 YEARS OF SERVICE AND SUCCESS -

-U-B ENGINEERS, Inc. is a company of more than 365 employees located across five states. We have been providing civil engineering services to municipalities, government agencies, special districts, and individuals since 1954. Our employees have a wide range of skill sets that encompass all aspects of civil engineering. We have been responsible for a wide range of design efforts, from \$82 million Highway projects, to minor site grading. We have provided municipal engineering services to some of our clients for over 30 years.

Our Kaysville, Utah and Palisade, Colorado offices have been actively involved in the design of water resource projects for water and irrigation districts and municipalities for the last 30 years. The team we have assembled for this project has direct experience in design and construction of multiple stream diversion structures, transmission lines, and monitoring instrumentation. Our project manager and QA/QC engineer have 63 years combined experience in design and construction of water delivery systems, including diversion and piping projects in active rivers and streams.

Our structural engineer, Jon Frazier, is very meticulous about his designs. He uses hand calculations and excel spreadsheets based on the principles of structural design and analysis. ENERCALC is another software tool that he uses for structural design and analysis. ENERCALC's Structural Engineering Library has a collection of dozens of modules that are a proven solution to all the typical, repetitive and daily design tasks performed by engineers.

We have put together a team that has the experience needed to accomplish design for the Kannah Creek Intake Rehabilitation project. We will engage outside agencies early in the design process to insure critical path scheduling



#### 5 States | 16 Offices | 365 Employees

is maintained. We will coordinate with the U.S. Army Corps of Engineers (USACE), Grand Junction office, regarding design of a replacement diversion structure crossing Kannah Creek. We will provide a design that mitigates maintenance and performance challenges being experienced with the existing diversion structure, while successfully accomplishing the City Water Departments goals for the Kannah Creek Intake Rehabilitation.

Our team includes a structural engineer with 20 years of experience. He has recently been directly involved with the design of several diversion and check structures in eastern Utah and western Colorado. Design of these projects has been coordinated with the USACE and have included review and comment related to cultural and biological resources.

We have chosen Carl Conner, principle investigator and owner of Grand River Institute as a subconsultant on this project to provide a cultural resources survey of the site. Carl has been providing cultural resource evaluation and survey



in the grand valley since 1975 and is highly regarded for his expertise in the field. We have also chosen Brian Mitchem, Mountain Peak Controls head of western slope operations, who has over 30 years experience providing design and installation in the automation controls industry.

### DEDICATION -

J-U-B has a team of professionals dedicated to planning, design, and construction projects. This depth allows us to adjust to the increased demands necessary to meet accelerated schedules.

We pride ourselves on staying within your budget for both engineering and construction. At the outset of each project, we develop a scope of services and consulting services budget, along with a corresponding schedule that accurately reflects the individual tasks and time commitment needed to accomplish the overall project. These provide the foundation necessary to monitor the progress on a regular basis to ensure that critical milestones are met within budget parameters. We will communicate our progress on a regular basis and discuss any adjustments that may be necessary to keep the project on track.

### CLEAR OBJECTIVES -

Clear objectives are established by each project team member, including the City at project kickoff. All team members have their task responsibilities clearly defined so the required work efforts are performed efficiently and effectively. Our experience has shown that frequent communication between team members and the client is essential for successful project completion. Key personnel are required to make schedule and budget commitments; thereby, accepting ownership of the time-line and cost constraints associated with their tasks.

### OFFICE HARDWARE AND SOFTWARE

J-U-B has state-of-the-art experience with hydraulic modeling, including over 20 years with Infowater/Infoswmm as well as other software. Our knowledgeable staff has been at the forefront of hydraulic modeling with multiple software programs. Our staff are used as core experts within J-U-B, across several states, and for multiple clients and communities. We continue to maintain on-going support to many communities with Innovyze's software. Innovyze's software has some built-in advantages over other modeling software platforms. As an example, Innozye's platform integrate seamlessly with GIS bringing with it all the advantages of data management and mapping capabilities that the City may be interested in at a future date. Another Innovyze product that will be used is called H20CALC. This software tool can be used to run hydraulic calculations for sizing pipes, calculating pressure losses, weirs, orifices, culverts, and drainage structures



### EXPERIENCE

Water resources engineering is at the core of J-U-B's expertise. We have completed water distribution and transmission projects for municipalities throughout the western U.S. The following pages highlight just a small sample of our local experience.

#### CEDAR HOLLOW LATERAL > SHEEP CREEK IRRIGATION COMPANY > MANILA, UT

Jonathan Frazier was the Project Engineer for the Cedar Hollow Lateral piping project for the Sheep Creek Irrigation Company. The project piped an existing earth lined ditch with approximately 29,900 feet of 34- to 14-inch HDPE pipe, 14 irrigation turnouts, and a screening structure constructed in Birch Creek. The structure consists of a 32-foot long by 30-foot wide by 10-foot tall reinforced concrete structure, which supports a coanda screen and diverts water into the Cedar Hollow Lateral. The structure also includes a bypass channel for low flow, concrete walkway, grating, handrail, and control gates.

Completed: 2014

#### **Overall Project Costs**

Total Construction: \$1,244,673 Diversion Structure Construction Cost: \$140,000

#### **Project Team Member Roles**

- Jonathan Frazier, PE > Project Engineer. Design, detailing, specifications, and construction management
  of overall project and diversion structure.
- Nathan Smith, PE > Modeler. Developed model for piping and turnouts.

#### Reference

Boyd Pallesen President, Sheep Creek Irrigation Company (435) 880-8770

#### **Project Features:**

» Concrete Stream Diversion Structure



#### SOUTH VALLEY LATERAL > SHEEP CREEK IRRIGATION COMPANY > MANILA, UT

Jonathan Frazier was the Project Engineer for the South Valley Lateral piping project for the Sheep Creek Irrigation Company. The project piped an existing earth lined ditch with approximately 34,400 feet of 42- to 24-inch HDPE pipe, seven irrigation turnouts, and a screening structure constructed in Birch Creek. The structure consists of a 31-foot long by 39-foot wide by 10-foot tall reinforced concrete structure, which supports a coanda screen and diverts water into the South Valley Lateral and North Lateral. The structure also includes a bypass channel for low flow, steel walkway, grating, handrail, and control gates.

Completed: 2015

**Overall Project Costs** Total Construction: \$1,591,305 Diversion Structure Construction Cost: \$219,503

#### **Project Team Member Roles**

- Jonathan Frazier, PE > Project Engineer. Design, detailing, specifications, and construction management
  of overall project and diversion structure
- Nathan Smith, PE > Modeler. Developed model for piping and turnouts.

#### Reference

Boyd Pallesen President, Sheep Creek Irrigation Company (435) 880-8770

#### **Project Features:**

» Concrete Stream Diversion Structure



### ANTELOPE AND NORTH LATERALS > SHEEP CREEK IRRIGATION COMPANY > MANILA, UT

Jonathan Frazier was the Project Engineer for the Antelope and North Laterals piping project for the Sheep Creek Irrigation Company. The project piped two existing earth lined ditch with approximately 10,140 feet of 48- to 24-inch HDPE pipe and six irrigation turnouts for the Antelope Lateral, and approximately 8,000 feet of 18- to 12-inch HDPE pipe and two irrigation turnouts for the North Lateral. Jonathan is currently designing a 25-foot long by 38-foot wide by 12-foot tall reinforced concrete structure to support a coanda screen and divert water into the Antelope Lateral. The structure also includes a bypass channel for low flow, steel walkway, grating, handrail, and control gates.

Completed: pipeline completed 2017 | structure to be completed 2019

#### **Overall Project Costs**

Piping Construction Cost: \$1,272,562 Diversion Structure Estimated Cost: \$222,500

#### **Project Team Member Roles**

- Jonathan Frazier, PE > Project Engineer. Design, detailing, specifications, and construction management of overall project and diversion structure
- Nathan Smith, PE > Modeler. Developed model for piping and turnouts.

#### Reference

Boyd Pallesen President, Sheep Creek Irrigation Company (435) 880-8770

#### **Project Features:**

» Concrete Stream Diversion Structure



Preliminary Design.



#### LOWER MARION PIPELINE > LOWER MARION PIPELINE LLC > MARION, UT

Jonathan Frazier was the Project Engineer for the Lower Marion Pipeline project for the Lower Marion Pipeline Company. The project piped an existing earth lined ditch with approximately 20,000 feet of 26- to 22-inch HDPE pipe, eight irrigation turnouts, and a screening structure constructed on the banks of the Weber River. The screening structure is a 79-foot long by 35-foot wide by 12-foot tall reinforced concrete structure on the bank of the Weber River. The structure supports a coanda screen that diverts approximately 11 cfs into a 26-inch diameter pipeline for the Lower Marion Pipeline, and approximately 12 cfs into a 36-inch diameter pipeline for the Upper Marion Ditch. The structure also includes a tube steel trash rack to screen large debris, steel channel walkways, grating, handrail, control gates, and an overflow to the Weber River.

Completed: 2017

**Overall Project Costs** Total Construction Cost: \$1,485,917 Diversion Structure Construction Cost: \$249,000

#### **Project Team Member Roles**

Jonathan Frazier, PE > Project Engineer. Design, detailing, specifications, and construction management
of overall project and diversion structure

Reference

Kent Peterson Water Master, Lower Marion Pipeline LLC (435) 300-5803

Project Features:

» Concrete Stream Diversion Structure





#### **OTHER SELECT J-U-B EXPERIENCE**

Project	Client	Description
Orchard Ranch Piping Project in Eckert, Orchard City, CO (2015–ongoing)	Orchard Ranch Ditch Company	Structural design, detailing, and specifications for a 29-foot long by 13-foot wide by 10-foot tall reinforced concrete screening structure on the Orchard Ranch Ditch. The structure supports three vibrating screens that divert water into a 36-inch diameter pipeline. The project also includes two 8-inch drains, 8-inch diameter turnout, control gates, stop logs, grating, handrail, and an overflow to Surface Creek.
Leroux Creek Ramp Flume, Hotchkiss, CO (2016–2017)	Fire Mountain Canal & Reservoir Company	Structural design, detailing, and specifications for a 20-foot wide by 20-foot long by 5-foot tall reinforced concrete ramp flume in Leroux Creek.
Leroux Creek Diversion Overflow Structure, Hotchiss, CO (2015–2016)	Fire Mountain Canal & Reservoir Company	Structural design, detailing, and specifications for a 16-foot long by 5-foot wide reinforced concrete structure on the bank of the Fire Mountain Canal that diverts overflow water to Leroux Creek in a 36-inch diameter pipeline. The structure also includes a flume gate and control gate.
Forked Tongue Ditch Piping Project, Eckert, Orchard City, CO (2015–2016)	Forked Tongue/ Holman Ditch Company	Structural design, detailing, and specifications for a 44-foot long by 6-foot wide by 10-foot tall reinforced concrete screening structure in a creek. The structure supports a coanda screen that diverts water into a 24-inch diameter pipeline. The structure also includes stop log channels, control gates, grating, energy dissipation plate, an overflow to the creek, and a drain line.
Patterson Lateral Piping Project, Hotchkiss, CO (2015–2016)	Rogers Mesa Water Distribution Association	Structural design, detailing, and specifications for a 30-foot long by 25-foot wide by 12-foot tall reinforced concrete screening structure in the Patterson Lateral. The structure supports a coanda screen that diverts water into a 36-inch diameter pipeline. The structure also includes concrete canal liner transition, trash rack bar screen, grating, handrail, trench drain, and control gates.
Slack Lateral Piping Project, Hotchkiss, CO (2015–2016)	Rogers Mesa Water Distribution Association, Colorado	Structural design, detailing, and specifications or a 38-foot long by 10-foot wide by 5-foot tall reinforced concrete screening structure in the Fire Mountain Canal. The structure supports 8 punch plate screens that divert water into a 30-inch diameter pipeline. The structure also includes grating, handrail, and a control gate.
Huntsville Irrigation Piping Project – Phase 1, Huntsville, UT (2012–2013)	Huntsville Irrigation District	Structural design, detailing, and specifications for a 47 foot long by 30 foot wide by 6 foot tall concrete screening structure in a Bureau of Reclamation canal off of the South Fork of the Ogden River. The structure supports a traveling screen, which diverts water to a 32-inch pipeline for Huntsville Irrigation District and a 20-inch pipeline for Huntsville Waterworks Corp, as well as a diversion to the Emerson ditch and an overflow back to the South Fork of the Ogden River. The structure also includes stop log gates, control gates, and a parshall flume.
West Side Lateral, Farson, WY (2011– 2012)	Eden Valley Irrigation and Drainage District	Structural design, detailing, specifications, and construction observation for a 58-foot long by 8-foot wide by 14-foot tall reinforced concrete screening structure on the side of the Means Canal. The structure supports six rotating drum screens that divert approximately 82 cfs into a 60-inch diameter pipeline. The structure also includes grating, handrail, and a control gate.

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### **KEY PERSONNEL EXPERIENCE & CREDENTIALS**



Project Team Organization.

Approximately 85% of J-U-B's current business is dedicated to public municipalities. A large portion of that work is comprised of utility engineering projects with issues similar to those associated with the City's project. Our key team members proposed for this project are depicted in the project organization chart above. The following biographies and resumes describe each individual's extensive experience in completing successful utility projects for municipalities. The City of Grand Junction can be assured that the J-U-B team will use this knowledge to successfully complete the design of this project.

BRET GUILLORY, PE Senior Project Manager • J-U-B • Colorado PE #31675 • B.S., Civil Engineering	Bret has been involved with Municipal water, waste water, and storm water projects in the Grand Valley for over 26 years. He was the Utility Engineer for the City of Grand Junction for 13 years from 2003 through 2016. In that role he was responsible for management of the engineering staff, and development of the City's capital program for the water, waste water and storm water utilities. Bret has considerable knowledge of the City's raw water intake and understands the past difficulties regarding debris issues and maintenance associated with the existing intake structure. Bret has worked closely with the outside agencies involved with the Kannah Creek Intake Rehabilitation project. He has developed a good working relationship with staff from the US Army Corps of Engineers office in Grand Junction. Bret has managed, designed, and overseen construction of utilities crossing the Colorado River, streams, and canals here in the grand valley. This direct experience provides him an understanding of design considerations and constructability issues when working in active water ways. Bret has designed and overseen design of literally hundreds of miles of water, sanitary sewer, and storm
	sewer infrastructure; raw water collection/intake structures, and rehabilitation of earthen dams across western Colorado.

TRACY ALLEN, PE QA/QC • J-U-B • Utah PE #173069 • B.S., Civil Engineering	Tracy has been managing engineering and construction projects, large and small, for over 36 years, including current water resource projects in your area. As a young engineer, Tracy was heavily involved in the design and construction of several challenging projects including hydroelectric, geothermal, and engine-generator power generation facilities. This early construction background and many complex projects since has given him an understanding of constructability issues that should be identified during the design review process. His career then circled back around to water resource projects, specifically irrigation planning and design. He has managed projects that have included large and small river diversion and canal structures, one of the most significant recent project being a large diversion structure across the entire Weber River in Northern Utah. Tracy has been called upon to provide quality assurance/quality control on numerous engineering design projects, in addition to managing project teams, managing budgets and schedules, providing clear communication with clients, and establishing lasting relationships throughout the western United States.
JONATHAN FRAZIER, PE   SE Structural Engineer/CAD • J-U-B • Colorado PE #51544 • Utah SE #5047973 • B.S., Civil Engineering	Jon has 20 years of experience in the civil and structural engineering fields. For the past 9 years, he has specialized in concrete river and canal diversion structures, wastewater treatment plant structures, and concrete water tanks for culinary water and pressure irrigation. Jon has provided structural design, detailing, specifications, and construction observation for 16 screening structures in Colorado (6), Utah, and Wyoming.
NATHAN SMITH, PE Hydraulics Design • J-U-B • Colorado PE #51922 • Utah PE #7563792-2202 • M.S., Civil Engineering	Nathan has 11 years of experience working on water, sewer, and storm drain projects. He has spent the majority of that time using computer modeling to analyze complex culinary water, secondary irrigation water, sewer, and storm drain systems. This modeling has been performed using Innovyze's modeling software; InfoWATER and InfoSWMM. His modeling experience includes open channel systems, closed conduit gravity systems, and closed conduit pressure systems. Nathan has recently completed several models for systems taking water from river diversions and routing the flows through gravity and/or pressurized piped systems. Nathan has also completed the hydrology and hydraulics calculations for several projects.
ANDREW STEWART, PE Process and Instrumentation Design • J-U-B • Colorado PE #48359 • B.A., Civil/Environmental Engineering	Andrew is a registered professional engineer in the state of Colorado. He has over 10 years' experience in process design. Andrew has led several process design efforts for water and wastewater treatment system. These experiences include municipal, industrial, and mining markets. He is well versed in AutoCAD P&ID. Andrew has worked with a variety of process and instrumentation manufacturers. He has also written process descriptions for a variety of programmers and programming platforms.
<ul> <li>BRIAN MITCHEM</li> <li>SCADA</li> <li>MPC</li> <li>A.A.S., Instrumentation Technology</li> </ul>	Brian heads MPC's western slope operations. He has the experience of 30+ years in the automation controls industry providing solutions for all phases of controls design, integration, and project management in various environments such as water/wastewater treatment, irrigation, and manufacturing.
CARL CONNER Principal Investigator • GRI	Principle Investigator, Carl E. Conner, has held cultural resource permits from the Bureau of Land Management since 1975. He has extensive experience in cultural resource project coordination, which facilitates rapid and accurate completion of any sized undertaking. Along with staff archaeologists Curtis Martin and Barbara Davenport, GRI personnel have a combined total of over 50 years experience in contract archaeology. Currently, GRI holds Bureau of Land Management, USDA Forest Service, and State permits in Colorado and Utah.





OTHER J-U-B COMPANIES

J·U·B ENGINEERS, INC.

Bret is a senior project manager for J-U-B and has over 27 years of experience in municipal engineering that includes: water and wastewater treatment projects, pump station design, wastewater basin studies, flood hazard mitigation projects; earthen dam inspection, mitigation and construction projects; design of water – wastewater – and stormwater conveyance systems, formation

GATEWAY MAPPING INC.

of sewer improvement districts, urban transportation projects, hydrologic evaluation for stormwater design, site grading, trail design, and BioCNG collection and fueling projects. His experience in all aspects of municipal projects allow him to appropriately scope projects and provide a competitive fee. He also mentors project engineers and field staff in design, management, and maintenance of municipal infrastructure.

Bret has 13 years of experience in managing multi-million dollar budgets, design engineering staff, survey and CAD design staff. This experience and knowledge of municipal infrastructure allow for a deep understanding of what our municipal clients need and expect. His experience allows him to manage and complete projects on time and within scope and budget. He approaches projects knowing that communication is the key to successful projects and maintaining strong relationships with clients. Bret's attention to detail and recognition of stake holders concerns allows him to accurately identify potential conflicts prior to construction.

During his tenure at the City of Grand Junction, Bret was the acting flood plain manager for the City. In this capacity he was able to assist many residents in mitigation of flood hazard to their property and homes. He managed the \$17M Ranchmen's Ditch Flood Hazard Mitigation project for the City of Grand Junction, securing a \$3M Pre-

#### **BRET GUILLORY, PE** SENIOR PROJECT MANAGER

#### **PROFESSIONAL REGISTRATIONS**

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• Colorado PE #31675

#### EDUCATION

 B.S., Civil Engineering, Colorado State University (1991)

#### **PROFESSIONAL AFFILIATIONS**

American Public Works Association 2018

#### EMPLOYMENT HISTORY

- Project Manager > J-U-B ENGINEERS, Inc. | Palisades, CO (2017–present)
- Assistant Manager Distribution & Transmission > Clifton Water District (2016–2017)
- Utility Engineer > City of Grand Junction, CO (2003–2016)
- Project Engineer > City of Grand Junction, CO (1998–2003)
- Design Engineer > WestWater Engineering (1994–1998)

Disaster Mitigation Grant for the project that resulted in mitigating flood hazard for 385 properties.

#### SELECT PROJECT/PROGRAM MANAGEMENT EXPERIENCE

- Colorado River Crossing Waterline Replacement City of Grand Junction, CO
- Septic System Elimination Program City of Grand Junction/Mesa County, CO
- Persigo WWTP BioCNG Project City of Grand Junction/Mesa County, CO
- Leach Creek Flood Mitigation Dam City of Grand Junction, CO
- Ranchmen's Ditch Flood Mitigation Project City of Grand Junction, CO
- Combined Sewer Elimination Project City of Grand Junction, CO
- 27½ Road Reconstruction F Road to G Road City of Grand Junction, CO
- Persigo WWTP Final Clarifier Addition City of Grand Junction, CO
- Duck Pond Park Lift Station Elimination Project City of Grand Junction, CO
- Horizon Drive Reconstruction and Bike/Pedestrian Trail City of Grand Junction, CO
- Persigo WWTP Head Works Modification City of Grand Junction, CO
- Kings View Estates Lift Station and Gravity Outfall City of Fruita, CO
- CNG Fueling Station and Maintenance Building City of Grand Junction, CO
- Grand Mesa Reservoir No. 1 Dam Rehabilitation City of Grand Junction, CO
- CNG Fueling Station and Maintenance Building City of Grand Junction, CO







OTHER J-U-B COMPANIES

J·U·B ENGINEERS, INC.

Tracy has more than 32 years of experience in public works projects for numerous communities in Utah, Idaho, Washington, and Wyoming. Most recently, Tracy has been the Project Manager for the \$7 million Hancock Cove and State Road Canal Piping Project for Dry Gulch Irrigation Company in the Roosevelt area of northeastern Utah. He has been responsible for all phases of the project including

GATEWAY MAPPING INC.

planning, funding, environmental, design, bidding, and construction administration. Just prior to that project, Tracy managed the design and construction of the \$3 million Davis and Weber Counties Canal Company Forebay and River Diversion Structures across the Weber River near Ogden, Utah. Tracy is currently the city engineer for Hooper, Utah, a rapidly-growing rural community of 7,500 people in northern Utah. He served as project manager for all phases of the awardwinning \$17 million Hooper City Vacuum Sewer Project, the first vacuum sewer system in the State of Utah.

#### **SELECT PROJECT EXPERIENCE**

- Dry Gulch Irrigation Company > Hancock Cove and State Road Canal Piping Project | Roosevelt, UT
- Davis and Weber Counties Canal Company Canal > Forebay and River Diversion Structure | Sunset, UT
- Bostwick Park Siphon Lateral Piping Project | Montrose, CO
- Montezuma Valley Lone Pine Piping Project | Cortez, CO
- Huntington-Cleveland Irrigation Piping Projects | Huntington, UT
- Hooper Pressure Irrigation System | Hooper, UT
- Irrigation System Master Planning
- Bostwick Park Water Conservancy District > System Optimization Plan
- Grand Valley Water Users Association > Government Highline Canal Water Management Plan, Master Plan, and Funding Plan Update
- Davis & Weber Counties Canal System Optimization Review
- Coalville City Secondary Water System Study | Coalville, UT

#### **TRACY ALLEN, PE** QA/QC

#### **PROFESSIONAL REGISTRATIONS**

- Professional Civil Engineer:
- Utah #173069

#### EDUCATION

• B.S., Civil Engineering, Brigham Young University (1981)

#### **EMPLOYMENT HISTORY**

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- Senior Project Manager > J-U-B ENGINEERS, Inc. | Kaysville, UT (2004–Present)
- Area Manager > J-U-B ENGINEERS, Inc. | Kaysville, UT, (1998–2004)
- Project Manager > J-U-B ENGINEERS, Inc. | Kaysville, UT (1997–1998)
- Project Manager/Project Engineer
   > Thomas Engineering, Inc. | Bountiful, UT (1991–1997)
- Project Manager/Project Engineer
   > Forsgren Associates | Salt Lake City, UT (1985–1991)
- Resident Engineer > Townsend and Bottum, Inc. | Healdsburg, CA (1981–1985)
- Cost/Scheduling Engineer > Fluor Corporation | Irvine, CA (1981– 1983)







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OTHER J-U-B COMPANIES



Jon has 20 years of experience working in the field of civil and structural engineering. He spent 5 years designing, detailing, and observing construction of over 50 commercial, retail, and municipal buildings. For the past 9 years, he has specialized in wastewater treatment plant structures, concrete water tanks for culinary water and

pressure irrigation, and concrete river and canal diversion structures.

#### **SELECT PROJECT EXPERIENCE**

- Project Engineer > Antelope Lateral | Manila, UT > Sheep Creek Irrigation Company (2018–present). Structural design, detailing, and specifications for a 25-foot long by 38-foot wide by 12-foot tall reinforced concrete screening structure in Birch Creek. The structure supports a coanda screen and diverts approximately 46 cfs into a 48-inch diameter pipeline. The structure includes a steel walkway, grating, handrail, low flow bypass, and control gates.
- Project Engineer > Orchard Ranch Piping Project | Eckert, Orchard City, CO > Orchard Ranch Ditch Company (2017– present). Structural design, detailing, and specifications for a 29-foot long by 13-foot wide by 10-foot tall reinforced concrete screening structure. The structure supports three vibrating screens that divert water into a 36-inch diameter pipeline. The project also includes two 8-inch drains, 8-inch diameter turnout, control gates, stop logs, grating, handrail, and an overflow to Surface Creek.

#### JONATHAN FRAZIER, PE | SE STRUCTURAL ENGINEER/CAD

#### **PROFESSIONAL REGISTRATIONS**

- Professional Civil Engineer: Colorado #51544
- Professional Structural Engineer: Utah #5047973

#### **EDUCATION**

• B.S., Civil Engineering, University of Utah (2002)

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#### **EMPLOYMENT HISTORY**

- Structural Engineer > J-U-B ENGINEERS, Inc. | Kaysville, UT (2008-present)
- Project Engineer > Dunn Associates, Inc. | Salt Lake City, UT (2002–2008)
- Design Engineer / CAD Technician > J-U-B ENGINEERS, Inc. | Kaysville, UT (1999–2002)
- CAD Technician > Thomas Engineering
   Co. | Bountiful, UT (08/1995–06/1996; 09/1998–02/1999)
- Project Engineer > Lower Marion Pipeline / Upper Marion Ditch | Oakley, UT > Lower Marion Pipeline, Inc. (2016–2017). Structural design, detailing, specifications, and construction observation of a 79-foot long by 35-foot wide by 12-foot tall reinforced concrete screening structure on the bank of the Weber River. The structure supports a coanda screen that diverts approximately 11 cfs into a 26inch diameter pipeline for the Lower Marion Pipeline, and approximately 12 cfs into a 36-inch diameter pipeline for the Upper Marion Ditch. The structure also includes a tube steel trash rack to screen large debris, steel channel walkways, grating, handrail, control gates, and an overflow to the Weber River.
- Project Engineer > Leroux Creek Ramp Flume | Hotchiss, CO > Fire Mountain Canal & Reservoir Company (2016–2017). Structural design, detailing, and specifications for a 20-foot wide by 20-foot long by 5-foot tall reinforced concrete ramp flume in Leroux Creek.
- Project Engineer > Leroux Creek Diversion Overflow Structure | Hotchiss, CO > Fire Mountain Canal & Reservoir Company (2015-2016). Structural design, detailing, and specifications for a 16-foot long by 5-foot wide reinforced concrete structure on the bank of the Fire Mountain Canal that diverts overflow water to Leroux Creek in a 36-inch diameter pipeline. The structure includes a flume and control gate.
- Project Engineer > Forked Tongue Ditch Piping Project | Eckert, Orchard City, CO > Forked Tongue/ Holman Ditch Company (2015–2016). Structural design, detailing, and specifications for a 44-foot long by 6-foot wide by 10-foot tall reinforced concrete structure in a creek. The structure supports a coanda screen that diverts water into a 24-inch diameter pipeline. The structure also includes stop log channels, control gates, grating, energy dissipation plate, an overflow to the creek, and a drain line.









J·U·B ENGINEERS, INC.



Nathan has 11 years of experience working on water, sewer, and storm drain projects. He has spent the majority of that time using computer modeling to analyze complex culinary water, secondary irrigation water, sewer, and storm drain systems. He uses Innovyze's modeling software, InfoWATER and InfoSWMM. His modeling experience

includes open channel systems, closed conduit gravity systems, and closed conduit pressure systems. His breadth of modeling includes simple one pipe systems to complex citywide networks. Nathan has also completed the hydrology and hydraulics calculations for several projects.

#### **SELECT PROJECT EXPERIENCE**

- Kaysville Water Master Plan Update (2018). Updated the model with new demands, calibrated the model, completed the Impact Fee Facilities Plan (IFFP)
- Modeler > Antelope Lateral | Manilla, UT > Sheep Creek Irrigation (2017). Developed a model to size 10,140 feet of 48- to 24-inch HDPE mainline piping and six irrigation turnouts for the Antelope Lateral ditch to apply for FOA funding.
- Modeler > Clinton and West Point Capital Facilities Plan

   (CFP), Utah > Davis and Weber Counties Canal Company
   (2017). Updated pipe sizes and demands in the model, calibrated to match flows from SCADA, and wrote CFP.
- Modeler > Kaysville and Layton CFP, Utah > Davis and Weber Counties Canal Company (2017).
   Updated pipe sizes and demands in the model, calibrated to match flows from SCADA, and wrote CFP.
- Modeler > Water Master Plan and IFFP > City of Syracuse, UT (2016). Updated the model with new demands, calibrated the model, completed IFFP.
- Modeler > Pressure Irrigation Master Plan and IFFP > City of Syracuse, UT (2016). Updated the model with new demands, calibrated the model to match SCADA, and completed IFFP.
- Modeler > South Valley Lateral | Manilla, UT > Sheep Creek Irrigation (2015). Developed a model to size 34,400 feet of 42- to 24-inch HDPE mainline piping and seven turnouts for the South Valley ditch to apply for FOA funding.
- Modeler > Fire Mountain Canal Piping | Hotchkiss, CO > Fire Mountain Canal & Reservoir Company (2015). Built a model to size mainline piping and turnouts for the Fire Mountain Canal. This model included a siphon as well as multiple sources combining within the pipeline.
- Modeler > Canal SOR Master Plan | Sunset, UT > Davis and Weber Counties Canal Company (2013). Developed a model to analyze the existing canal as well as a build-out model to show the impacts of enclosing the canal.
- Modeler > Cedar Hollow Lateral | Manilla, UT > Sheep Creek Irrigation (2013). Developed a model to size approximately 29,900 feet of 34- to 14-inch HDPE mainline piping and 14 irrigation turnouts for the Cedar Hollow ditch to apply for Funding Opportunity Announcement (FOA) funding.

#### NATHAN SMITH, PE HYDRAULICS DESIGN

#### **PROFESSIONAL REGISTRATIONS**

**Professional Engineer** 

- Colorado #51922
- Utah #7563792-2202

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#### **EDUCATION**

- M.S., Civil Engineering, Utah State University (2007)
- B.S., Civil Engineering, Utah State University (2006)

#### **EMPLOYMENT HISTORY**

 Project Engineer > J-U-B ENGINEERS, Inc. | Kaysville, UT (2007–present)

- Intern > CMX Engineering | Phoenix, AZ (Summer 2005)
- Research Assistant > Water Research Laboratory | Logan, UT (2005–2007)







OTHER J-U-B COMPANIES



Andrew joined J-U-B in 2016 as a project engineer. He has over 12 years' experience with laboratory testing, design and/or evaluation of water and wastewater treatment, pilot testing of equipment and membranes, as well as assisting in industrial process designs. His experience includes working with public utilities, municipalities, and government entities.

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Andrew is currently a project engineer with J-U-B and continues to work on his craft with a well-rounded team. He has numerous experiences with managing teams of engineers within several vertical markets including municipalities, federal agencies, mining, industrial and Oil and gas. Mr. Stewart has worked on projects that have won awards for excellence including one for the Upper Blackfoot Mining Complex in Lincoln Montana.

#### SELECT PROJECT EXPERIENCE

- Town of Wellington Nanofiltration Brine Treatment; Wellington Colorado: Design manager
- AIMCO groundwater treatment system; Boulder CO: Design Manager for temporary and permanent treatment system.
- Boulder Hotels (Golden Buff Hotel) groundwater treatment system, Boulder CO: Project manager for temporary and permanent treatment system.
- ACME manufacturing Industrial Wastewater Treatment System: Project manager for new treatment system for water reuse and industrial discharge to Denver Metro.
- Royal Gorge Water Treatment Facility, Canon City, CO: Project manager for new water treatment plant.
- Stormwater pump station, Loveland, CO: Design manager for pumping system.
- Lazy Hills / Cherry Creek, Denver, CO: Evaluated and assisted in design of new pipeline to support a new community in Denver.
- City of Bellevue, Pump Station Evaluation, Bellevue, WA: Assisted in the documentation of the evaluation of the pump stations.
- City of Longview, Regional Water Treatment Plant Constructability Study, Longview, WA: Preliminary Evaluation of the treatment facility.
- Tuolumne Utilities District, Water Treatment Plant Evaluation, Sonora, CA: Assisted in the evaluation of the hydraulic activity within the area of Tuolumne.
- Upper Blackfoot Water Treatment Facility, Lincoln MT: Project manager in optimizing the plant and Ceramic Microfiltration System.
- Seattle Public Utilities, Work Order #2 Waterline Analysis, Seattle, WA: Evaluated the hydraulics of the pipeline from two reservoirs to determine best placement of new valves to mitigate pipe brake.
- City of Kelso, Storage Reservoir Siting Evaluation, Kelso, WA: Assisted in documentation of the project.
- Highline Water District, Hidden Valley Water Main Replacement, Kent, WA: Assisted in the documentation of the construction support.

#### ANDREW STEWART, PE PROCESS AND INSTRUMENTATION DESIGN

#### **PROFESSIONAL REGISTRATIONS**

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**Professional Civil Engineer** 

- Colorado #48359
- Colorado Water and Wastewater Treatment Operator Licenses #17168

#### **EDUCATION**

• B.A., Environmental/Civil Engineering, Carroll College

### EMPLOYMENT HISTORY

- 2016 to Present | Project Engineer | J-U-B ENGINEERS, Inc. | Ft. Collins, CO
- 2014–2016 | Engineering Division Manager | Stewart Environmental Consultants | Fort Collins, CO
- 2010–2014 | Engineering Manager | Stewart Environmental Consultants | Fort Collins, CO
- 2008–2010 | Project Engineer | Stewart Environmental Consultants | Fort Collins, CO
- 2006–2008 | Project Engineer
   | Kennedy-Jenks Consultants | Seattle, WA

### C. STRATEGY AND IMPLEMENTATION PLAN

We understand that the City has completed an inhouse design for a project to improve fine material screening, flow monitoring, and automated control for the Kannah Creek raw water intake. The City would like to expand this project to include design and replacement of the approximately 100-yearold diversion structure located across Kannah Creek at the City's intake. Design considerations will include mitigation of blockage at the intake due to debris flow and icing. In addition, a new head gate and integrated control will be design components for this supplementary scope to the original project.

The City also requests review of the in-house design to include the following components:

- Flow meter configuration
- Potable water filter configuration
- Hydraulic analysis of proposed piping
- Evaluation of existing infrastructure that may be utilized
- Formalizing design of a structure to house system control components and potable water filter equipment.

We will evaluate the proposed configuration of these systems for function, constructability, and future maintenance access.

We understand our role is to develop final bid documents, including technical specifications and a complete set of construction drawings for the project, and provide engineering support during bidding and construction phases of the project. The City would also like us to include required submittal(s) to the United States Army Corps of Engineers (USACE), and United States Fish and Wildlife (USFW) if needed, for procurement of a Nationwide permit.

The City has a 100 plus year old critical piece of infrastructure that needs to be replaced. We understand this. We will provide a functional, economically feasible design, that will renew the



structure and address maintenance issues for the City of Grand Junction Water Department.

#### **Project Approach**

We will configure design of the new structure to allow for year-round self-cleaning, particularly during runoff when large debris is present in the stream. We will also incorporate mitigation of ice formations during winter when completing design of the new structure. During the pre-proposal site visit, a comment was made regarding potential for rock fall to occur on and around the existing inlet structure. Our design will address safe equipment access throughout the year for maintenance efforts. The access will also be designed to mitigate potential rock fall onto the new inlet structure.

We will orient the new diversion structure in a manner that minimizes stream bed modifications, taking advantage of the existing vertical and horizontal stream condition, and limiting channel disturbance.

We will initiate permitting with the USACE early. Based on discussion with local USACE staff we anticipate we will also need to provide supporting documentation as needed regarding Section 106 of the National Historic Preservation Act for this project. A cultural resource survey will be performed for the proposed project area. The cultural resource survey will include a Level I literature search of the Colorado State Historic



Preservation Office's database to determine if there are any known cultural or historic resources in the area. A Level III field survey will also be performed to identify all cultural, historic and archaeological sites located in the area. A cultural resource report will be prepared that details the findings of the Level I literature search and the Level III field survey. The report will also include recommendations for eligibility of any sites located in the area. The document will be provided to the U.S. Army Corps who will forward the document to the Colorado State Historic Preservation Office for review and concurrence.

The diversion will be designed with an understanding of the following conveyance requirements: The City's water right of 7.81 cfs (paramount right) and 3.91 cfs winter diversion per information Slade Connell provided during the pre-proposal meeting. We also understand that additional water may be diverted when a "free river" condition exists. We reviewed the history of past diversions and found that typical higher diversion rates have been up to 12.4 cfs.

Design considerations will include uninterrupted provision of potable water to the Water Intake Supervisors house during construction. We also understand that this diversion location can be temporarily off line during construction and that another diversion may be utilized to provide raw water from Kannah Creek to the City.

Our goal is to provide a durable, functional, design for the inlet that will require less maintenance. We will also provide improved maintenance access for this critical piece of City water system infrastructure. If or when maintenance is needed



it can be accomplished safely. We are including design review of the proposed instrumentation, and process housing configuration, to insure it will function as intended. We will make recommendations to improve or modify the existing design if we see advantages to the City in doing so.

#### **Task 1: Project Management and Coordination**

J-U-B understands that communication needs to happen early and often during planning and design effort for this project. We will develop and discuss a risk analysis during the project kick-off meeting. The risk analysis will identify variables that may affect project schedule, cost, or approach. We will present a plan to mitigate known risks, as well as any perceived or anticipated risks. These may include delay of schedule due to response from outside agencies, unknown geotechnical discoveries, or unanticipated outside agency requirements.

We have developed a project schedule that meets the City's requirements for this project. We have accounted for bi-weekly conference calls with the project working group. Documentation of these meetings will be provided by our Project Manager. We will provide written or email documentation of all communication between the City project manager and the J-U-B project manager through the course of this project. Our bi-weekly progress meetings will include:

- Activities completed since the last meeting
- Problems encountered or anticipated
- Early completion of activities
- Late activities or activities behind schedule
- Solutions for unresolved or newly identified problems
- Schedule of upcoming activities
- Status of schedule for Federal agency submittals, information on items required, or comments from Federal agencies.

Bi-weekly status reports will be provided within 24 hours of our project group meetings that will include percent of design components complete. We will invoice monthly during this design project.

A *key critical path component* is coordination with the USACE Grand Junction office. We have a





good working relationship with the local USACE staff. Bret has worked with Travis Morse on City projects, and on a current project with J-U-B Engineers. Preliminary conversations with the Grand Junction USACE office indicate that this stream is not a USFW recognized fishery, and that this project will likely be accomplished under a Nationwide permit. Mr. Morse did comment that the diversion may be considered a historic structure that will need to be documented and dealt with under Section 106 of the NHPA. J-U-B has dealt with Section 106 on previous projects. We understand the process and feel that we can include Section 106 approval within the defined time frame for the project if required. Bret has also worked with USFW on several City of Grand Junction projects that are within the 15-mile critical reach of the Colorado River. His experience will be helpful if USFW is brought into the project, however we do not anticipate this will be the case. We will complete 60% plans quickly allowing us to start the application and review process with the USACE early in the project. Our proposed schedule will allow the City to receive USACE approval for the project prior to advertisement for construction July 1, 2018.

There is a short time allotted to accomplish design and meet the schedule for solicitation, award of a construction contract, and completion of the project later this year. Again, constant communication and coordination between our project manager and the City project manager will be needed to maintain the proposed schedule. We have included a project kickoff meeting and six progress meetings with City Staff in our scope. We anticipate that our project manager will be in contact with the City project manager more frequently than the formal meetings. We also anticipate two site visits to get more detailed information or physically evaluate existing conditions during design.

#### **Task 2: Design Plans and Design Report**

As previously stated, these are critical components in the City's raw water system. We will design these improvements to insure longevity of the structure along with the ability to easily maintain it. Design will be based on our proven experience, and input from the staff who are responsible for upkeep and utilization of the intake, monitoring, and control equipment.

We will coordinate with the City project manager and staff maintaining clear communication throughout the design. We feel this will be vital for a quick review with minimal comments. Review submittals will be made at 60% design and Final design. An engineering design report will accompany the final design submittal to the City and federal agencies involved. We will coordinate with the USACE office to ensure that information they require is included on the plans and in the specifications.

We have considerable experience with construction of structures within active streams. Our management of past projects from design through construction allows us to provide reasonable Opinion of Probable Cost for Construction (OPCC) at both 60% and Final design.

SCADA is an important component of this project. We have included design review from our subconsultant Brian Mitchem, with Mountain Peak Controls, to evaluate and make improvements to the proposed SCADA design.

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

Bret is very familiar with the City of Grand Junction's Standard Contract Documents for Capital Improvements Construction and format the City uses to prepare Special Conditions, Special Provisions, and Technical Specifications. His familiarity with these documents will make this a seamless process to integrate and update the specifications that the City has already produced for this project.



Both final plans and specifications, and final design report, will be wet stamped by a professional engineer licensed in Colorado. An OPCC based on final design documents will be provided with the final bid documents.

We will coordinate with USACE or other agencies to insure we receive approval of the final construction documents, plans and specifications, prior to June 30, 2018.

#### **Task 4: Construction Phase Services**

**Bidding Phase:** We will be available during the bidding phase to provide technical support and answer any questions regarding design and construction approach. We will also coordinate

with the City project manager to provide support as needed in preparation of the pre-bid meeting, and we will be present at the pre-bid meeting to answer questions and provide clarification if needed. We will also provide back up support as needed for addendums.

**Construction Phase:** Our project manager in Palisade has many years of construction oversight experience and will provide resident engineering support for the project. We have included a minimum of four site visits during construction, and can be available on an as-needed basis beyond monthly visits. We will also assist as needed in review and approval of shop drawings and RFIs that may be submitted.

		APRIL		MAY				JUNE					
WEEKS (Sunday – Saturday)	1	8	15	22	29	6	13	20	27	3	10	17	27
TASKS													
Execute Contract (4/3/18)	≯≣												
Kickoff Meeting (4/5/18)	*												
USACE PCN Development (4/9/18)													
Cultural Resource Survey (4/10/18)													
60% Design Review Meeting (4/16/18)													
USACE NW 3 Submittal with Cultural Resource Report (4/17/18)													
60% Comments / Project Working Group Meeting #1 (4/20/18)													
Site Visit (4/23/18)													
60% OPCC (4/24/18)													
Project Working Group Meeting #2 (4/30/18)													
Application to Include Section 106 Permitting (if required) (5/1/18)													
Project Working Group Meeting #3 (5/7/18)													
Site Visit (5/14/18)													
Project Working Group Meeting #4 (5/21/18)													
Project Working Group Meeting #5 (6/1/18)													
Final Plan and Specification Review Submittal (6/6/18)													
Project Working Group Meeting #6 / Receive Final Comments (6/11/18)													
Final Bid Document Submittal / Final OPCC (6/15/18)											*		
USACE Permit Issued (6/29/18)													$\star$

Time Schedule.



### **D. REFERENCES**

J-U-B has a long tradition of providing quality service resulting in satisfied customers and repeat business. To best exemplify the service we provide, we encourage you to contact our referenced clients. We feel direct input from someone with personal knowledge of our firm and staff will provide you with the best indication of our ability to perform.

#### **Lower Marion Pipeline LLC**

#### Kent Peterson, Operator

- 150 W 2100 N | Kamas, UT 84036
- **(435) 300-5803**
- klpeterson@allwest.net

#### **Sheep Creek Irrigation Company**

#### Boyd Pallesen, President

- **9** 3210 W Willow Springs Rd | Manila, UT 84048
- (435) 880-8770
- sheepcreekirrigationco@gmail.com

#### Forked Tongue/Holman Ditch Company

Paul Kehmeier, Project Manager/Board Member

- 20490 North Road, Eckert, CO 81418
- (970) 779-0723
- paul-kehmeier@msn.com



### **E. FEE PROPOSAL**

J-U-B's fee proposal, including the Section 7 Solicitation Response Form accompanied by a complete list of costs breakdown, has been provided separately in accordance with the RFP.

# City of Grand Junction, Colorado

### DESIGN SERVICES FOR KANNAH CREEK INTAKE REHABILITATION







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# City of Grand Junction, Colorado



RFP-4483-18-DH DESIGN SERVICES FOR KANNAH CREEK INTAKE REHABILITATION

# E. FEE PROPOSAL





OTHER J-U-B COMPANIES

J·U·B ENGINEERS, INC.

305 S. Main, Suite 6; Palisade, Colorado | 970-208-8508

March 21, 2017

#### SECTION 7.0: SOLICITATION RESPONSE FORM

#### RFP-4483-17-DH Design Services for City of Grand Junction Kannah Creek Intake Rehabilitation

Offeror must submit entire Form completed, dated and signed.

1) Not to exceed cost to provide design services for the Kannah Creek Intake Rehabilitation for labor, materials, equipment, travel, design, drawings, engineering work, shipping/freight, licenses, permits, fees, etc. per specifications:

NOT TO EXCEED COST \$ 34,880

WRITTEN: Thirty-four thousand eight hundred and eighty dollars.

The Owner reserves the right to accept any portion of the services 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.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of <u>N/A</u> percent of the net dollar will be offered to the Owner if the invoice is paid within <u>N/A</u> days after the receipt of the invoice.

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.

J-U-B ENGINEERS, Inc.	Lee Cammack, PE, President
Company Name – (Typed or Printed)	Authorized Agent – (Typed or Printed)
Ju Cammark	(801) 547-0393
Authorized Agent Signature	Phone Number
305 S Main, Suite 6	LEC@jub.com
Address of Offeror	E-mail Address of Agent
Palisade, CO 81526	March 21, 2018
City, State, and Zip Code	Date

Grand Junctio	on, CO - Design Services for Kannah Creek Intake Rehabilitation					Prepared By: J-	-U-B Enginee	rs, Inc.			LUD	<b>X</b>
		March 20, 2018				4C.						
G	rand Junction, CO - Design Services for Kannah Creek Intake Rehabilitation											
Task Number	Task Description	Project Manager Bret Guillory	QA-QC Tracy Allen	Structural Design & CAD; Jon Fraizer Project Engineer	Hydraulic Design; Nathan Smith Project Engineer	Instrumentation and Process Design; Anderw Stewart Project Engineer	Clerical; Ethan Storeng	Total J-U-B Labor	Sub Consultants: Grand River Institute / Mountain Peak Control	Reimbursable Estimate	Task Total	Total
	Task 4. Desired Menagement and Coordination	\$190	\$210	\$155	\$130	\$120	300					÷
1.01	Viek Off Meeting / Preserve Agende / Minutes / Distribute	4						¢ 990		Ć 50	¢ 020	\$ 2,640
1.01	Rick-Off Meeting / Prepare Agenda / Minutes / Distribute	4					2	\$ 880		\$ 50	\$ 930	
1.02	Ibi-weekiy coordination meetings (6 meetings)	9	<u> </u>	0		0		\$ 1,/10	¢.		\$ 1,710	
-	Hour Subtotal:	13	U	0	U	U	2		÷ ۲	\$ 50		
	Task 2 - Design Plans and Design Report			_								\$ 20,160
2.01	Review Existing Survey and Base Mapping			8				\$ 1,240			\$ 1,240	
2.02	60% Design		1					\$ 210			\$ 210	
	Site Layout & USACE Permitting/Cultural Resource Survey	7		12				\$ 3,190	\$ 2,640		\$ 5,830	
	Structural Evaluation	1		20				\$ 3,290			\$ 3,290	
	Hydraulic Modeling & Instrumentation / SCADA	1			4	8		\$ 1,910	\$ 1,500		\$ 3,410	
	60% OPCC	1		4				\$ 810			\$ 810	
2.03	Final Design		2					\$ 420			\$ 420	
	Site Layout	1		4				\$ 810			\$ 810	
	Structural Evaluation	1		6				\$ 1,120			\$ 1,120	
	Hydraulic Modeling & Instrumentation / SCADA	1			2	4		\$ 1,050	\$ 500		\$ 1,550	
	Final OPCC	1		2				\$ 500			\$ 500	
								\$ -			\$ -	
2.04	Design Report	2		2	1	1		\$ 970			\$ 970	
	Hour Subtotal	16	3	58	7	13	0	+	\$ 4.640	<u>د</u> .	* 5/5	
		10	3	30		15	Ĵ			Ŷ		
	Task 3 - Final Bid Documents											\$ 5,410
3.01	Construction Plans		2					S 420			\$ 420	
	Demo Sheet	1		2				\$ 500			\$ 500	
	Site Layout and Grading	1		2				\$ 500			\$ 500	
	Structural Details	1		4				S 810			\$ 810	
	Compilation with Existing City of Grand Junciton Deisgn Sheets	1		2				\$ 500			\$ 500	
								\$ -			\$ -	
3.02	Specifications (Special Conditions, Special Provisions, and Technical Specifications)	16	1	2			2	\$ 3,680			\$ 3,680	
								\$ -			\$ -	
	Hour Subtotal:	20	3	12	0	0	2		\$ -	\$ -		
	Task 4 - Construction Phase Services											\$ 5,670
4.01	Bid Phase Support	4		2			2	\$ 1,190			\$ 1,190	
								\$ -			\$ -	
4.02	Construction Phase Support							\$ -			\$ -	
	Monthly Site Visit and Report	8		4				\$ 2,140			\$ 2,140	
	Resident Engineering as-needed (Estimated three site visits / consultation)	8		4				\$ 2,140		\$ 200	\$ 2,340	n
	Hour Subtotal:	20	0	10	0	0	2	1	s -	\$ 200		
			-		-	-						
	Total Hours and Reimbursable	69	6	80	7	13	6	0	\$ 4 640	\$ 250	0	\$ 34,880
							-		,,,,,,,		-	,
												1

## City of Grand Junction, Colorado

### Design Services for Kannah Creek Intake Rehabilitation



J-U-B ENGINEERS, INC. OTHER J-U-B COMPANIES 305 S. Main, Suite 6; Palisade, Colorado | 970-208-8508

#### Change Order Number 1

Date:May 16, 2018To:JUB Engineers, Inc.From:City of Grand Junction, Department of Public Works and UtilitiesProject:Kannah Creek Intake Rehabilitation Design Services

#### P.O.: 2018-00000283

It is agreed to modify the Contract for the Project as follows:

Grand River Institute (GRI), subconsultant to JUB Incorporated, discovered that the Kannah Creek diversion structure has been registered as a historic structure by the National Forest Service (NFS) in 2011. Registration of the structure causes a need for more rigorous documentation and submittal requirements through the National Historic Preservation Act (NHPA) of 1966, Section 106 process. This was not anticipated as the structure is located on City of Grand Junction property and well away from NFS Lands.

Cost for additional work is not to exceed \$4,800.00 for the reporting document, and not to exceed \$500.00 per structure if existing scale drawings are not available. One structure is anticipated. This is a total additional cost to City of Grand Junction not to exceed \$5,300.00

Summary of Contract price adjustments - itemized on the attached sheet(s):

Original Contract Amount	\$34,880.00
Approved Change Orders	0.00
This Change Order	5,300.00
Revised Contract Amount	\$40,180.00

Summary of Contract time adjustments:

Original Contract Time	253.	Cal. Days
Approved Change Orders	0.	2
This Change Order	0.	
Revised Contract Time	253.	Cal. Days
Construction Start Date:	April 23, 2018	

Construction Start Date: Contract Completion Date: December 31, 2018

This modification constitutes compensation in full for all costs and mark-ups directly and/or indirectly attributable to the changes ordered herein, for all delays, impacts and disruptions related thereto and for performance of the changes within the Contract Time.

Owner:	City of Grand Junction	
Prepared by:	Lollis	Date: 16 May 2016
Approved by:	John Eklund, Project Engineer Randi Kim, Utility Director	Date: <u>5/17/18</u>
Contractor:	JUB Engineers, Inc.	c la c
Signature:	1 al	Date: _//6//8
Name and Title:	Like Congeriel Western Co Area Manger	

#### John Eklund

From:	Bret Guillory <bguillory@jub.com></bguillory@jub.com>
Sent:	Monday, May 14, 2018 10:00 AM
То:	John Eklund
Subject:	Additional Level II HABS/HAER documentation for Section 106

Good Morning John,

Per our phone conversation last week, Grand River Institute discovered that the Kannah Creek diversion structure had been registered as a historic structure by the National Forest Service (NFS) in 2011. Registration of the structure causes a need for more rigorous documentation and submittal requirements through the Section 106 process.

This was not anticipated as the structure is located within City of Grand Junction property well away from any NFS lands.

The additional cost for this work is \$4,800 for the reporting document, and \$500 per structure if existing scale drawings (possibly legacy drawings) of the structure are not available from the City. We anticipate this is one structure.

Please provide us written approval for this additional work.

Thank you, Bret

S. BRET GUILLORY, P.E. Project Manager

J-U-B ENGINEERS, Inc. 305 S. Main, Suite 6, Palisade, CO 81526 *e* <u>bguillory@jub.com</u> *w* <u>www.jub.com</u> *p* 970 208 8508 *c* 970 201 1341



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Prior to use, you agree to the provisions found on the Electronic Documents/Data License, which can be accessed from the footer on J-U-B???s home page.

If you believe you received this email in error, please reply to that effect and then delete all copies.

Colorado Historical Society - Office of Archaeology and Historic Preservation
Compass: Colorado's On-line Cultural Resource Database

 | Read Me! | Credits | Logoff |

 | Searches | Prehistoric Archaeology | Historical Archaeology | Architectural | Paleontological | All Sites |

 | Chronometry | Radiocarbon | Tree-Ring |

All Sites Site Detail				
Search         List         I         >				
Site ID: 5ME.16292         Map           Name:				
*** Street Address(s) *** County: Mesa Resource Type: Historical Archaeology, Historic				
Assessment		Recorder		
Date	Description	Date	Description	
04/29/2011	ELIGIBLE - OFFICIALLY	05/18/2010	FS Grand Mesa, Uncompangre,	
05/18/2010	ELIGIBLE - FIELD		Gunnison National Forest	
1		(GMUG)		
Condition		Images		
Date	Description	No Images		
05/18/2010	Good/Light Disturbance			
Absolute Date		Related Sites		
Method Comments		No Related Sites		
<ul> <li>*** Document(s) ***         <ul> <li>ID: ME.FS.R121</li> <li>Title: CULTURAL RESOURCE SURVEY OF THE GRAND JUNCTION CITY AND LANDS END ROAD HYDROAXE PROJECTS, MESA COUNTY (GMUG R2010-020402-126)</li> <li>Author: CRUM, SALLY</li> <li>Date: 02/2011</li> <li>Contractor: GRAND VALLEY DISTRICT, GRAND MESA NATIONAL FOREST</li> </ul> </li> </ul>				
*** ARCHITECTURE *** Site Type: WATER CONTROL FEATURE Original Use: WATER CONTROL Present Use: WATER CONTROL Early Date: 1911				
*** ARCHAEOLOGICAL DATA ***				
	Site Type	Culture		
HISTORIC, WATER CONTROL		EUROPEAN - AMERICAN		
Feature(s)		Artifact(s)		
Cnt Description		Cnt Description		
1 HISTOR FEATUR	IC, WATER CONTROL			
1 ISOLATED WALL/ALIGNMENT				
(JUB)	J-U-B ENGI AGREEMENT FOR PRO	NEERS, Inc. DFESSIONAL SERVICES		
---	---	--		
J-U-B ENGINEERS, INC.	Authorization for A	Additional Services		
CLIENT:	City of Grand Junction			
Project Name:	Kannah Creek Intake Rehabilitation			
J-U-B Project Number	81-18-011			
<ol> <li>Additional Services. J-U-B ENGINEERS existing Agreement Agreement remain i</li> </ol>	The following additional items of work on Inc. (J-U-B). These Additional Services a for Professional Services for this Project, on n full force and effect.	the project referenced above have been or will be provided by are a supplement to the scope of services contained in J-U-B's dated April 16, 2018. All other TERMS AND CONDITIONS of said		
Development of I the proejct site as This scope of ser mitigate impact to to the City in deve Agreement (MOA	evel II Documentation in accordance with identified by United States Army Corp of vices includes: Level II Photographic docu the historic structures, development of as eloping an informational brochure related to b) with SHPO.	OAHP1595 for existing historic structures located in and adjacent to Engineers in accordance with the National Historic Preservation Act imentation of historic structures, development of a Treatment Plan to s-built drawings for the existing sheds and intake structure, Guidance to the historic structures, assistance in developing a Memorandum of		
<ol> <li>Verbal Authorization Services by:</li> </ol>	by CLIENT, if Applicable. J-U-B was ver	bally authorized by the CLIENT to provide these Additional		
n/a Name		Date		
materials basis, usir Professional Service Other Basis for Pay Compensation fo	ig J-U-B's standard billing rates or, if appli is. nent: r the above scope is to be accomplished b	cable, the billing rates established in the initial Agreement for based on a time and materials not to exceed cost of \$14,900.00.		
<ol> <li>Schedule of Service for Professional Ser</li> </ol>	s. Due to the Additional Services, the Sch vices is modified as follows:	nedule of Services to be performed under the original Agreement		
Additional two we	eks based time.			
	Dated this 21 <sup>ar</sup> da	by of <u>August</u> , <u>2018</u> ,		
		. /		
CLIENT		J-U-B ENGINEERS, Inc.		
Project Represen CLIENT City	off Jr., Servior Buyer - City of tative or Authorized Signatory for <b>Grand Junction</b>	Grand Junction By: Project Representative or Authorized Signatory for J-U-B		
		Luke Ciasasiah Wastern Calasada Offica Managar		
Print or Type Nam Duane Hoff J	ne and Title r., Senior Buyer <sup>Sr</sup> city of Gr	Print or Type Name and Title		

SHPO Work	for Kannah Creek Int	ake Mitigation Pro	piect				
Additional S	ervices for Level II Do	ocumentation to S	HPO and Treatment Plan for N		CA	GATEWAY	
27-Aug-18					8	a J-U-B Company	
				J-U-B ENGINEERS, INC. OTHER J-U-	3 COMPAN	JIES	
	Second 1. M	200000-02				M. X.	
Item	Item JUB JUB Sub Consultant Description						
	Bret Guillory Jubal Myers						
Project Manager CADD							
	\$190	\$105					
	Hou	rs					
1			Grand River Institute	Treatment Plan for Final Report of Mitigation	\$	2,131.00	
			Colorado Cultural Research				
2			Associates, LLC	Level II Photographic Documentation	\$	6,809.00	
3		26		Development of As-Built Drawings for Two Sheds and Intake Structure	\$	2,730.00	
4	17			Coordination of Level II Documentation, Treatment Plan for MOA with SHPO	\$	3,230.00	
Total					\$ 1	14,900.00	



#### J-U-B ENGINEERS, Inc. AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B ENGINEERS, INC.

Authorization for Additional Services

CLIENT:	City of Grand Junction					
Project Name:	Kannah Creek Intake Rehabilitation					
J-U-B Project Number:	81-18-011					

 Additional Services. The following additional items of work on the project referenced above have been or will be provided by J-U-B ENGINEERS, Inc. (J-U-B). These Additional Services are a supplement to the scope of services contained in J-U-B's existing Agreement for Professional Services for this Project, dated April 16, 2018. All other TERMS AND CONDITIONS of said Agreement remain in full force and effect.

Development of Level II Documentation in accordance with OAHP1595 for existing historic structures located in and adjacent to the proejct site as identified by United States Army Corp of Engineers in accordance with the National Historic Preservation Act. This scope of services includes: Level II Photographic documentation of historic structures, development of a Treatment Plan to mitigate impact to the historic structures, development of as-built drawings for the existing sheds and intake structure, Guidance to the City in developing an informational brochure related to the historic structures, assistance in developing a Memorandum of Agreement (MOA) with SHPO.

 Verbal Authorization by CLIENT, if Applicable. J-U-B was verbally authorized by the CLIENT to provide these Additional Services by:

n/a		
Name	Date	

 Payment for Additional Services. Unless otherwise noted below, J-U-B will provide these Additional Services on a time and materials basis, using J-U-B's standard billing rates or, if applicable, the billing rates established in the initial Agreement for Professional Services.

Other Basis for Payment:

Compensation for the above scope is to be accomplished based on a time and materials not to exceed cost of \$14,900.00.

 Schedule of Services. Due to the Additional Services, the Schedule of Services to be performed under the original Agreement for Professional Services is modified as follows:

Additional two weeks based time.

Dated this 27th day of August, 2018,

CLIENT

By:

Project Representative or Authorized Signatory for CLIENT

J-U-B ENGINEERS, Inc.

By: Project Representative or Authorized Signatory for J-U-B

Print or Type Name and Title

Luke Gingerich, Western Colorado Office Manager Print or Type Name and Title

SHPO Work for Kannah Creek Intake Mitigation Project									
Additional S	Additional Services for Level II Documentation to SHPO and Treatment Plan for MOA								
27-Aug-18	27-Aug-18								
				J-U-B ENGINEERS, INC. OTHE	R J-U-B COM	MPANIE	is		
Item	JUB	JUB	Sub Consultant	Description			Fee		
	Bret Guillory	Jubal Myers							
	Project Manager	CADD							
	\$190 \$105								
	Hours								
1			Grand River Institute	Treatment Plan for Final Report of Mitigation		\$ 2	2,131.00		
			Colorado Cultural Research						
2			Associates, LLC	Level II Photographic Documentation		\$ 6	5,809.00		
3	3 26 Development of As-Built Drawings for Two Sheds and Intake Structure						2,730.00		
4	17			Coordination of Level II Documentation, Treatment Plan for MOA with SHPO		\$ 3	3,230.00		
Total						\$ 14	1,900.00		



# Memorandum

то:	Randi Kim, Utilities Director
FROM:	John Eklund, Project Engineer
DATE:	28 August 2018
SUBJECT:	Kannah Creek Intake Improvements Amendment No. 2
	Additional Services Request

Please see the attached scope and fee breakdown for the proposed Amendment No. 2 to the Kannah Creek Improvements project. This request, provided by J-U-B Engineers (JUB) is for the development of Level II documentation for the historic structures on our site.

The USACE in coordination with State Historic Preservation Officers (SHPO) has required Level II documentation in accordance with the Office of Archeology and Historic Preservation (OAHP) 1595. This is part of the City's compliance with Section 106, National Historic Preservation Act. OAHP 1595 Level II documentation is the "Intermediate level of site documentation, to include full descriptive and historical narrative (including relevant contexts), measured drawings, and medium format black and white photography, all in archivally stable format\*," and is beyond the original scope or Change Order No 1 for JUB. However, it is required as part of our 404 Permit compliance.

The deliverables of the documentation are treatment plan for associated structures, a memorandum of agreement with SHPO and an educational pamphlet that will be available to the public in key public places. JUB and their subconsultant are prepared to submit all documentation. Once submitted to USACE and SHPO, the memorandum of agreement will be reviewed. Any comments will need to be addressed. If all goes smoothly, the USACE should provide approval of our 404 permit as early as mid-October. This will allow for winter construction during the low flows and low demand from users.

Total anticipated cost to the City are as follows:

Kannah Creek Intake Improvements Design (Contract 16 April 2018)				
SHPO Eligibility Documentation Amendment No. 1 (Approved 17 May 2018)	\$5,300			
Additional Services Request for OAHP 1595 Documentation	\$14,900			
Total Project Cost	\$55,080			

Tasks and costs for this request are outlined in the attachment. This work is appropriate as an amendment to our existing contract with JUB because it directly affects the project schedule and the City's ability to complete the intended improvements. JUB and their subconsultant are qualified to complete this effort. This project is essential for maintaining and renewing our

critical infrastructure. It is key in the operation of the City's reservoirs and its ability to provide drinking water to its customers and is in line with the Economic Development plan and Utility 10-year CIP.

This memo is a request for your approval of this Contract Amendment. If you have questions, please let me know, otherwise please sign and return.

Attachments:

 J-U-B Engineers Authorization for Additional Services No. 2 – Kannah Creek SHPO Additional Scope 8-27-18

\*Office of Archeology and Historic Preservation, History Colorado, Publication 1595, Historic Resource Documentation, Standards for Level I, II, and III Documentation, 2013. <u>http://legacy.historycolorado.org/sites/default/files/files/OAHP/crforms\_edumat/pdfs/1595\_20</u> <u>13.pdf</u>

Approved by:

C. 8/31/18

Randi M. Kim Utilities Director



# **CERTIFICATE OF LIABILITY INSURANCE**

NWEISER

DATE (MM/DD/YYYY)	
04/13/2018	

J-U-ENG-01

		_	•••					-	04	/13/2018
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.										
IN	IPORTANT: If the certificate holde	r is a	n AC	DITIONAL INSURED, the	policy(ies) m	nust ha	ve ADDITIO	NAL INSURED provision	s or b	e endorsed.
If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement o									atement on	
tr	is certificate does not confer rights t	o the	cen	ifficate noider in fieu of su	CONTACT	nent(s)	•			
The	DUCER Hartwell Corporation				NAME: PHONE	(000)	50 4070	FAX /	000	
PO	Box 400				(A/C, No, Ext):	(208) 4	behartwall	(A/C, No): (	208) 4	154-1114
Cald	Iwell, ID 83606				ADDRESS: Mai	ncy@	Inenariwein	corp.com		1
					INSURER(S) AFFORDING COVERAGE					NAIC #
					INSURER A : Charter Oak Fire Insurance Co					25615
INSU	RED				INSURER B :	ravele	rs Indemni			25666
	J-U-B Engineers, Inc.	. 204	r		INSURER C :	ravele	rs Casualty	and Surety		31194
	Boise, ID 83709	; 201			INSURER D : X	L Spe	ciality insur	ance Co.		37885
					INSURER E :					
					INSURER F :					<u> </u>
CO				E NUMBER:				REVISION NUMBER:		
	DICATED. NOTWITHSTANDING ANY R ERTIFICATE MAY BE ISSUED OR MAY (CLUSIONS AND CONDITIONS OF SUCH	EQUI PER POLI	TAIN,	ENT, TERM OR CONDITIO , THE INSURANCE AFFOR LIMITS SHOWN MAY HAVE	N OF ANY CO DED BY THE BEEN REDUC	ONTRAC POLICI CED BY	CT OR OTHER ES DESCRIB PAID CLAIMS.	ED NAMED ABOVE FOR TH DOCUMENT WITH RESPE	CT TO	WHICH THIS THE TERMS,
INSR LTR	TYPE OF INSURANCE	ADDL		POLICY NUMBER	POLIC (MM/DI	D/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	5	
Α	X COMMERCIAL GENERAL LIABILITY					,	,	EACH OCCURRENCE	\$	1,000,000
	CLAIMS-MADE X OCCUR	Х	X	680-4H544308	08/01	1/2017	08/01/2018	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
	X CGD381							MED EXP (Any one person)	\$	10,000
								PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	2,000,000
	POLICY X PRO-							PRODUCTS - COMP/OP AGG	\$	2,000,000
	OTHER:								\$	
A	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
		x x		BA7776N058	08/01	1/2017	08/01/2018	BODILY INJURY (Per person)	\$	
	OWNED AUTOS ONLY SCHEDULED							BODILY INJURY (Per accident)	\$	
	HIRED AUTOS ONLY NON-OWNED						PROPERTY DAMAGE (Per accident)	\$		
	X CAT353 X CAT474								\$	
B	UMBRELLA LIAB X OCCUR				200		202 50	EACH OCCURRENCE	\$	9,000,000
	X EXCESS LIAB CLAIMS-MADE			CUP-1C547849	08/01	1/2017	08/01/2018	AGGREGATE	\$	9,000,000
	DED X RETENTION \$ 10,000								\$	
C	WORKERS COMPENSATION							X PER OTH- STATUTE ER		
		N 7 A		UB-0540T503	08/01/2017	1/2017	08/01/2018	E.L. EACH ACCIDENT	\$	1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	
	DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	1,000,000
D	Professional Liabili			DPR9922465	04/02	2/2018	04/02/2019	Each Claim		5,000,000
D	\$500,000 Deductibld			DPR9922465	04/02	2/2018	04/02/2019	Aggregate		5,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)										
	City of Grand Junction 250 N 5th Street Grand Junction, CO 81501					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
			Juny Broll							

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# 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

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- **d.** For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

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

- e. 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.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "productscompleted operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
- 2. The following is added to Paragraph 4.a. of SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the 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 available to the additional insured which covers that person or organizations as a named insured for such loss, 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 signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance. 3. The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

We waive any right 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, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed. **4.** The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract 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 signed that written contract;
- **b.** While that part of the written contract is in effect; and
- c. Before the end of the policy period.

# 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

**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.

# A. BROAD FORM NAMED INSURED

- **B. BLANKET ADDITIONAL INSURED**
- C. EMPLOYEE HIRED AUTO
- D. EMPLOYEES AS INSURED
- E. SUPPLEMENTARY PAYMENTS INCREASED LIMITS
- F. HIRED AUTO LIMITED WORLDWIDE COV-ERAGE – INDEMNITY BASIS
- G. WAIVER OF DEDUCTIBLE GLASS

# PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS 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 – COVERED AUTOS 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 Covered Autos Liability Coverage, but only for damages to which

- H. HIRED AUTO PHYSICAL DAMAGE LOSS OF USE – INCREASED LIMIT
- I. PHYSICAL DAMAGE TRANSPORTATION EXPENSES – INCREASED LIMIT
- J. PERSONAL PROPERTY
- K. AIRBAGS
- L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
- M. BLANKET WAIVER OF SUBROGATION
- N. UNINTENTIONAL ERRORS OR OMISSIONS

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 – COV-ERED AUTOS LIABILITY COVERAGE:

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

- The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSI-NESS AUTO CONDITIONS:
  - b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
    - (1) Any covered "auto" you lease, hire, rent or borrow; and
    - (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

# D. EMPLOYEES AS INSURED

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

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

- E. SUPPLEMENTARY PAYMENTS INCREASED LIMITS
  - The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABIL-ITY COVERAGE:
    - (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
  - 2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABIL-ITY COVERAGE:
    - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.
- F. HIRED AUTO LIMITED WORLDWIDE COV-ERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDI-TIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

- (a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America. Puerto Rico and Canada:
  - (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.
  - (ii) Neither you nor any other involved "insured" will make any settlement without our consent.
  - (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".
  - (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.
  - (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II - COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.
- (b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess. contingent or on any other basis.
- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States. its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

#### G. WAIVER OF DEDUCTIBLE - GLASS

The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SEC-TION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

#### I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVER-AGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

#### J. PERSONAL PROPERTY

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

#### **Personal Property**

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

#### K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

#### L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

#### 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 CONDI-TIONS:

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.