



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this 5th day of August, 2021 by and between the City of Grand Junction, Colorado, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and Wiss, Janney, Elstner Associates, Inc. hereinafter in the Contract Documents referred to as the "Firm."

WITNESSETH:

WHEREAS, the Firm shall furnishing all labor, services, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as Professional Services Contract for Construction Administration and Inspection Services for Persigo Structural Repairs 4938-21-DH.

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

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

ARTICLE 1

Contract Documents: It is agreed by the parties hereto that the following list of instruments, drawings, and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the "Contract", and all of said instruments, drawings, and documents 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. General Conditions and Insurance Requirements; **Professional Services Contract for Construction Administration and Inspection Services for Persigo Structural Repairs;**
- c. Firms submitted scope of services and pricing proposal;

- d. Services Change Requests (directing that changed Services be performed);
- e. Change Orders.

ARTICLE 2

Contract Services: The Firm agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Services described, set forth, shown, and included in the Contract Documents as indicated in the Contract Document.

ARTICLE 3

Contract Time: Time is of the essence with respect to this Contract. The Firm hereby agrees to commence Services under the Contract upon execution of this contract, and to achieve Substantial Completion and Final Completion of the Services within the time or times specified in the Firm's Proposal.

ARTICLE 4

Contract Price and Payment Procedures: The Firm shall accept as full and complete compensation for the performance and completion of all of the Services specified in the Contract Documents, the sum of **One Hundred Seventy-Eight Thousand Seven Hundred Fifty-Three and 68/100 Dollars (\$178,753.68)**. 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 Firm's Proposal. 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 Services to be performed, which Services causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Firm written assurance that lawful appropriations to cover the costs of the additional Services have been made.

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

ARTICLE 5

Contract Binding: The Owner and the Firm 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 Firm and may only be altered, amended or repealed by a duly executed written instrument. Neither the Owner nor the Firm 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 Firm shall not assign any moneys due or to become due without the prior written consent of the Owner.

ARTICLE 6

Severability: If any part, portion or provision of the Contract shall be found or declared null, void or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion or provision shall be 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 Firm has signed this Contract the day and the year first mentioned herein.

The Contract is executed in two counterparts.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:
By: Duane Hoff Jr., Senior Buyer - City of Grand Junction 8/10/2021 | 11:29 MDT
9F709E7D50F14BC...
Duane Hoff Jr., Senior Buyer Date

Wiss, Janney, Elster Associates, Inc.

DocuSigned by:
By: Terry McGovern - Wiss, Janney, Elstner Associates, Inc. 8/10/2021 | 09:02 MDT
42FD2171B88E470...
Terry McGovern - Wiss, Janney, Elster Associates, Inc. Date

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 Firm. By executing the contract, the Firm 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 Firm shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the services. The Firm 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 Firm 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 Firm 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 Firm 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 Firm.

2.5. Payment & Completion: The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Firm 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 Firm,

of the value of services performed and materials placed in accordance with the Contract Documents. The services performed by Firm shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of services in the applicable community. The services and services to be performed by Firm hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

2.6. Protection of Persons & Property: The Firm 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. Firm 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 Firm in the execution of the services, or in consequence of the non-execution thereof by the Firm, 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 Firm 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 Firm shall promptly correct all services found by the Owner as defective or as failing to conform to the contract documents. The Firm 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. Firm 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 Firm hereby certifies that the Firm 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 services 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, sub-Firm or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.27. Independent Firm:** The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.28. Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.29. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.30. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.31. Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- 2.32. Venue:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.33. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and can not be charged to the Owner.

- 2.34. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.35. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.36. Collusion Clause:** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.
- 2.37. Gratuities:** The Firm 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 Firm breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.
- 2.38. Performance of the Contract:** The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.
- 2.39. Benefit Claims:** The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.40. Default:** The Owner reserves the right to terminate the contract in the event the Firm fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Offeror.
- 2.41. Multiple Offers:** If said proposer chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make award in the best interest of the Owner.
- 2.42. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide

by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.

2.43. Definitions:

- 2.43.1. "Offeror" and/or "Proposer" refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a response (fee) proposal in response to the Owner's RFP.
- 2.43.2. The term "Services" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
- 2.43.3. "Firm" is the person, organization, firm or consultant identified as such in the Agreement and is referred to throughout the Contract Documents. The term Firm means the Firm or his authorized representative. The Firm 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. Firm shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Firm shall not commence services without clarifying Drawings, Specifications, or Interpretations.
- 2.43.4. "Sub-Firm" is a person or organization who has a direct contract with the Firm to perform any of the services at the site. The term Sub-Firm is referred to throughout the contract documents and means a Sub-Firm or his authorized representative.

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

SECTION 3.0: INSURANCE REQUIREMENTS

- 3.1 **Insurance Requirements:** The selected Firm agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Firm shall not be relieved of any liability, claims,

demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Firm shall procure and maintain and, if applicable, shall cause any Sub-Firm 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: Firm 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 Firm 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 Firm. The Firm shall be solely responsible for any deductible losses under any policy required above.



Wiss, Janney, Elstner Associates, Inc.
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Lakewood, Colorado 80235
303.914.4300 tel
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July 20, 2021

Ms. Kirsten Armbruster
Project Engineer
City of Grand Junction, Public Works
333 West Avenue, Bldg. C
Grand Junction, Colorado 81501

Proposal for Professional Services

Persigo Wastewater Treatment Plant
Construction Phase Services for Large Repairs
WJE No. 2019.3776.6

Dear Ms. Armbruster:

At your request, Wiss, Janney, Elstner Associates, Inc. (WJE) is pleased to submit this proposal to the City of Grand Junction (CGJ) to perform construction period services during the large repairs project involving the Flow Equalization Basin, the Primary Clarifiers, and the Anaerobic Digesters at the Persigo Waste Water Treatment Plant (PWWTP) located at 2145 River Road in Grand Junction, Colorado. This proposal has been revised to include the pull-testing for the Flow Equalization Basins and coating of the Primary Clarifier slab, and removes the Sludge Processing Unit repairs.

Background

In 2019, WJE performed a Structural Assessment of select structures and components of the PWWTP and presented our observations and findings in our report dated January 21, 2020. In this report we discussed visual distress to several structures and provided priority for repairs for the CGJ to consider completing. Following issuance of this report, the CGJ elected to develop documents for two separate repair scopes, one being for larger repair items, and a second for smaller repair items. Note the repairs to the smaller items was completed in April 2021. The scope of this proposal outlines our Construction Phase services for the larger scope of repairs, including all changes made during the bidding process (Addendum 1 through 6). We understand that the alternate slab coating for the Primary Clarifiers has been elected, but all repairs at the Sludge Processing Unit have been removed.

For the large repairs, WJE developed Construction Documents (CDs) for repairs to the structures listed above. These documents are dated April 7, 2021, were issued for bidding in April 2021, and were subsequently modified through Addendums 1 through 6 during the bidding process. The CGJ is requesting that WJE perform Construction Phase services as the designer-of-record, including select quality control testing (which we understand the local testing agency is not experienced in performing), as the Work is completed by the selected contractor. Based on this understanding, we have developed the following proposal.



Scope of Services

Based on our experience with the PWWTP performing similar services on the small repairs project, and the general scope of work for the large repairs project, we recommend that the following be performed as a part of our Construction Phase services for the upcoming repairs. Where possible we intend to coordinate with the CGJ to reduce the number of site visits that we make during the course of the project.

While an exact schedule has yet to be finalized, we have assumed a total duration on the order of 40 weeks based on the contractors preliminary schedule. However, we do not anticipate that our number of site visits would change as a result of a change in overall schedule, the timing of our visits would simply be adjusted.

We understand that CGJ may hire a third-party coating inspector to observe the coating work at the Primary Clarifiers. We may be able to reduce the extent of our site visits during work at these two structures if a coating inspector is on-site full-time. However, the reduction in our site visit costs will be somewhat offset by the cost of coordination with the outside inspector.

General Activities

The following is a summary of activities which generally apply to the work on all of the structures.

1. Participate in one general pre-construction meeting with the CGJ, the contractor selected to perform the work, and any proposed subcontractors. We anticipate that this will be an overall kickoff meeting and will cover the first structure to be worked on. Additional pre-construction meetings are anticipated as work is started on each separate structure.
2. Attend virtual progress meetings weekly during the duration of construction.
3. Review product submittals from the contractor as received.
4. Provide periodic on-site observations of the work specified on our documents and issue site visit reports (SVRs) during construction. See section below for further description of our anticipated activities for each structure.
5. Respond to Requests for Information (RFIs) from the contractor and resolve technical questions that arise as the work proceeds and unforeseen conditions are uncovered.
6. Assist the CGJ in reviewing change order requests and payment requests from the contractor.
7. Perform one comprehensive closeout site visit at substantial completion (punch walk). The purpose of this visit will be to review the completed work once we receive notice from the contractor that appropriate milestones in completion of the work have been reached. We will also perform separate punch walks on structures which will not have access during this comprehensive close out walk, as indicated below.
8. Assist the CGJ in reviewing closeout documents provided by the contractor.

The following structure specific activities will be performed:

1. At the Flow Equalization Basin we will perform pull-testing of existing hooked bars and new epoxy anchored bars in accordance with Construction Drawing Sheet 4.6. We have assumed that testing for



each wall (north and south) will be performed separately. Upon completion of this testing we will provide a brief letter and communicate our recommendations to the CGJ.

2. Perform the required coating material pull-off bond testing at the Primary Clarifiers as outlined in Specification Sections 09 97 23. We anticipate this testing will be completed during one of our assumed site visits, and a separate visit will not be required. This is supplemental to the work by the Contractor.
3. Sealant pull-testing will be performed during a closeout visit for the Anaerobic Digesters.

WJE's responsibilities will not include execution of the work specified in the construction documents, timeliness in completion of the work, job site safety, acquiring necessary permits, supervising the work, or any other aspect of the work, which is the responsibility of the contractor and/or the CGJ.

Anticipated Site Visits

Traditionally, WJE recommends a minimum of one site visit per week during the construction period. However, we realize that given the proximity of our Denver staff to the Grand Junction project site, one site visit per week during construction would not be the most efficient use of our services given that the CGJ has expressed a willingness to make more regular, or as-needed site visits and coordinate observations with WJE. We envision this will include some level of on-site assistance and coordination (i.e. photo documentation, video conferencing, etc.) provided by the CGJ facilities and engineering personnel.

Our proposed site visits assume that the contractor's schedule will make efficient use of our visits to observe multiple critical aspects of the work as required by the construction documents; however, given the requirements for maintaining function of the plant during the work, it will not be possible to observe some activities concurrently. We have selected visits based on observing critical aspects of the construction at times when our input as a designer can be of maximum benefit to the overall successful completion of the project. Given our current understanding, we generally anticipate performing site visits as summarized below, and detailed in Appendix A:

- Flow Equalization Basin – 6 total visits assumed (includes both north and south walls)
- Primary Clarifiers – 6 total visits assumed (includes both north and south clarifiers)
- Anaerobic Digesters – 2 total visits assumed
- Comprehensive Final Punch Walk - one visit assumed
- As-Needed - 3 total site visits assumed, one for each of the structures taken off-line during the repair work (one each for the first three structures listed above anticipated).

Fees, Terms and Conditions

The extent of the engineering services required during the Construction Phase for the large repairs will be highly dependent on the sequencing and ultimate duration of the construction, the unanticipated conditions that are discovered during construction, and the quality of the contractor's work. As a final schedule has yet to be produced, there is still uncertainty regarding the overall duration and sequencing which will be implemented to perform the work.



For our Construction Phase services, we propose to perform our services on a time plus reimbursable expense basis, using the number and scope of site visits described above. Our hourly billing rates are provided in Table 1. A summary of the not-to-exceed budgets for the Construction Phase is provided in Table 2. A detailed breakdown of the anticipated hours and costs is provided in Appendix A.

It is our understanding that this scope will be added to contract RFP-4653-19-DH, or a similar contract.

Table 1: Hourly Billing Rates

Professional Staff		Professional Support Staff	
Senior Principal	\$350.00	Senior Specialist	\$150.00
Principal	\$290.00	Specialist	\$135.00
Associate Principal	\$235.00		
Senior Associate	\$205.00	Senior Technician	\$115.00
Associate III	\$185.00	Technician II	\$100.00
Associate II	\$160.00	Technician I	\$85.00
Associate I	\$130.00		

Table 2. Construction Phase Budget Summary

Task	Description	Time Fees	Expenses	Total
0	Project Management, Coordination and General Tasks	\$40,825.00	\$528.00	\$41,353.00
1	Flow Equalization Basins	\$51,790.00	\$6,465.20	\$58,255.20
2	Primary Clarifiers	\$44,050.00	\$3,381.40	\$47,431.40
3	Anaerobic Digesters	\$10,395.00	\$1,078.80	\$11,473.80
4	As Needed Site Visits	\$10,110.00	\$1,618.20	\$11,728.20
	Subtotal	\$157,170.00	\$13,071.60	\$170,241.60
	Not-to-Exceed Contingency (5%)	\$7,858.50	\$653.58	\$8,512.08
	Total	\$165,028.50	\$13,725.18	\$178,753.68

Closing

We appreciate the opportunity to submit this proposal and continue working with the CGJ. Please do not hesitate to contact us if you have any questions or wish to discuss further.

Sincerely,

WISS, JANNEY, ELSTNER ASSOCIATES, INC.

Terry McGovern, PE
 Senior Associate



APPENDIX A. BUDGET DETAILS

The table below provides a detailed breakdown for the services described in this proposal.

Table 3. Construction Phase Services Time Breakdown

Task	Name:	McGovern/Statler	Foster	Larson/Jenkins	Carrol	Laroche	Schuman	Task Hours	Task Time Cost
	Level:	Senior Associate	Senior Associate	Associate III	Associate Principal	Senior Principal	Senior Specialist		
	Rate:	\$ 205.00	\$ 205.00	\$ 185.00	\$ 235.00	\$ 350.00	\$ 150.00		
0.0 Project Management, Coordination and General Tasks									
	Coordination and Administration	50		25				75	\$14,875.00
	Kickoff Meeting	2		16				18	\$3,370.00
	Weekly Progress Meetings	40		20				60	\$11,900.00
	Payment Application Reviews	4		8				12	\$2,300.00
	1 Final Punch Walk (Accessible Structures)	4		16				20	\$3,780.00
	Project Closeout	8		16				24	\$4,600.00
	Totals	Staff Hours 108	0	101	0	0	0	209	
		Staff Cost \$22,140.00	\$0.00	\$18,685.00	\$0.00	\$0.00	\$0.00		\$40,825.00
1.0 Flow Equalization Basins									
	Virtual Pre-construction Meeting	2		2				4	\$780.00
	Submittals	8		8				16	\$3,120.00
	Pull-Testing Preparation	12						12	\$2,460.00
	North Wall Site Visit - Demo/Reinf. Bar								
	1 Review/Pull-Testing	38			2	0.5		40.5	\$8,435.00
	2 North Wall Site Visit - Reinforcing	2		16				18	\$3,370.00
	3 North Wall Site Visit - Wall First Placement	2		16				18	\$3,370.00
	South Wall Site Visit - Demo/Reinf. Bar								
	4 Review/Pull-Testing	38			2	0.5		40.5	\$8,435.00
	5 South Wall Site Visit - Reinforcing	2		16				18	\$3,370.00
	6 General Site Visit - Water Tightness Testing	2		16				18	\$3,370.00
	RFIs and Questions	40	4	16		2	16	78	\$15,080.00
	Totals	Staff Hours 146	4	90	4	3	16	263	
		Staff Cost \$29,930.00	\$820.00	\$16,650.00	\$940.00	\$1,050.00	\$2,400.00		\$51,790.00
2.0 Primary Clarifiers									
	Virtual Pre-construction Meeting	2		2				4	\$780.00
	Submittals	24	2	8	4			38	\$7,750.00
	No. 1 Site Visit - Concrete Surface Preparation/ and Mockup Coating Installation	4	2	16				22	\$4,190.00
	2 No. 1 Site Visit - Mockup Testing	2		16				18	\$3,370.00
	3 No. 1 Site Visit - General Coating Install	2		16				18	\$3,370.00
	4 No. 1 Site Visit - Punch Walk	2		16				18	\$3,370.00
	No. 2 Site Visit - Concrete Surface Preparation/ Coating Installation	2		16				18	\$3,370.00
	No. 2 Site Visit - Punch Walk/ General Site Visit - Grates, Guardrails and Duct Patching	2		20				22	\$4,110.00
	6 RFIs and Questions	40	8	16	4			68	\$13,740.00
	Totals	Staff Hours 80	12	126	8	0	0	226	
		Staff Cost \$16,400.00	\$2,460.00	\$23,310.00	\$1,880.00	\$0.00	\$0.00		\$44,050.00
3.0 Anaerobic Digesters									
	Virtual Pre-construction Meeting	2		2				4	\$780.00
	Submittals	4		8				12	\$2,300.00
	1 Site Visit - Mockups	2		16				18	\$3,370.00
	2 Site Visit - Production/Concrete Repairs	2		16				18	\$3,370.00
	RFIs and Questions	1		2				3	\$575.00
	Totals	Staff Hours 11	0	44	0	0	0	55	
		Staff Cost \$2,255.00	\$0.00	\$8,140.00	\$0.00	\$0.00	\$0.00		\$10,395.00
4.0 As Needed Site Visits									
	1 As Needed Site Visit 1	2		16				18	\$3,370.00
	2 As Needed Site Visit 2	2		16				18	\$3,370.00
	3 As Needed Site Visit 3	2		16				18	\$3,370.00
	Totals	Staff Hours 6	0	48	0	0	0	54	
		Staff Cost \$1,230.00	\$0.00	\$8,880.00	\$0.00	\$0.00	\$0.00		\$10,110.00
	Time Subtotal								\$157,170.00



Table 4. Construction Phase Services Expenses Breakdown

Task	Expense Item Description	Quantity	Units	Unit Cost	Mark-up (%)	Total
0.0 Project Management, Coordination and General Tasks						
	Vehicle Milage	500	miles	\$0.60	0%	\$300.00
	Meals	2	days	\$55.00	0%	\$110.00
	Hotel	1	nights	\$118.00	0%	\$118.00
	Task Total					\$528.00
1.0 Flow Equalization Basins						
	Vehicle Milage	4000	miles	\$0.60	0%	\$2,400.00
	Meals	16	days	\$55.00	5%	\$924.00
	Hotel	8	nights	\$118.00	5%	\$991.20
	Equipment - Pull-Testing	2	days	\$250.00	0%	\$500.00
	Consumables - Pull-Testing	1	Allowance	\$1,500.00	10%	\$1,650.00
	Task Total					\$6,465.20
2.0 Primary Clarifiers						
	Vehicle Milage	3000	miles	\$0.60	0%	\$1,800.00
	Meals	12	days	\$55.00	5%	\$693.00
	Hotel	6	nights	\$118.00	5%	\$743.40
	Pull-Off Tester	1	days	\$85.00	0%	\$85.00
	Puck Use	6	Per	\$10.00	0%	\$60.00
	Task Total					\$3,381.40
3.0 Anaerobic Digesters						
	Vehicle Milage	1000	miles	\$0.60	0%	\$600.00
	Meals	4	days	\$55.00	5%	\$231.00
	Hotel	2	nights	\$118.00	5%	\$247.80
	Task Total					\$1,078.80
4.0 As Needed Site Visits						
	Vehicle Milage	1500	miles	\$0.60	0%	\$900.00
	Meals	6	days	\$55.00	5%	\$346.50
	Hotel	3	nights	\$118.00	5%	\$371.70
	Task Total					\$1,618.20
	Expenses Subtotal					\$13,071.60