

**CHANGE ORDER****Number 1**

Date: 10/4/2023  
 To: HDR Engineering  
 From: City of Grand Junction, Engineering Division  
 Project: **I-70B Waterline Replacement Design**  
 P.O.: **2022-00000358**

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

This change order adjusts the design contract to coincide with the changes in scope associated with the CDOT I70B roadway project and creation of separate waterline replacement bid documents as directed by the City. The revised scope is further described in the attached change order proposal.

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

Original Contract Amount	\$168,853.00
Approved Change Orders	0.00
This Change Order	38,210.00
Revised Contract Amount	<u>\$207,063.00</u>

Summary of Contract time adjustments:

Original Contract Time	365.	Cal. Days
Approved Change Orders	0.	
This Change Order	173.	
Revised Contract Time	<u>538.</u>	Cal. Days

Start Date: June 25, 2022  
 Contract Completion Date: December 15, 2023

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: Kenneth A. Haleys Engineering Manager Date: 10/19/2023  
DocuSigned by: Kenneth A. Haleys, Engineering Manager

Recommended by: Randi Kim - Utilities Director Date: 10/19/2023  
DocuSigned by: Randi Kim, Utilities Director

Approved by: Greg Caton - City Manager Date: 10/19/2023  
DocuSigned by: Greg Caton, City Manager

Reviewed by: Mark Rittenbush - Water Services Manager Date: 10/19/2023  
DocuSigned by: Mark Rittenbush, Water Services Manager

Contractor: **HDR Engineering**

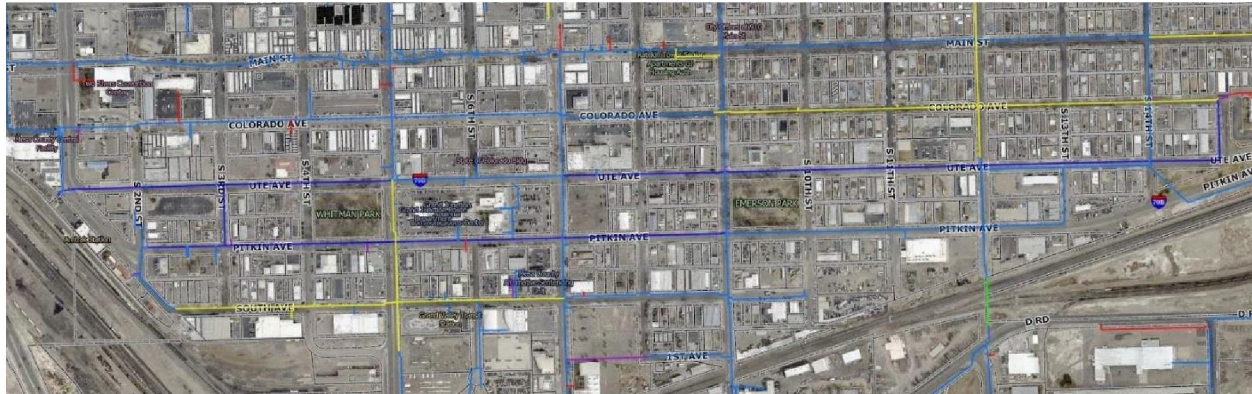
Signature: P. Bradley Martin Date: 10/19/2023  
DocuSigned by: P. Bradley Martin

Name and Title: R. Bradley Martin, SVP Senior Vice President

## Scope of Work – Updated 9/18/2023 For Amendment 1

This Scope of Work (SOW) is intended to define the design and plan development activities associated with the planned removal and replacement of HDPE waterline along the I-70B corridor. The waterline is located within Ute & Pitkin Avenues, as well as 3<sup>rd</sup> and 15<sup>th</sup> Streets, totaling approximately 9,800 linear feet.

This waterline replacement is planned to be phased and constructed in concert with the CDOT project in the same areas. HDR is currently in the design phase for this roadway corridor.



Anticipated duration of this work order is 12 months, with anticipated deliverable schedule:

- 30% (to correspond to CDOT FIR review) June 23<sup>rd</sup>
- 60% (to correspond to CDOT DOR review) Oct Nov
- 90% (to correspond to CDOT FOR review) Feb, 23
- 95% (to correspond to CDOT Final review) Mar, 23
- 100% (to correspond to CDOT Ad set) April, 23

### Task 1. Project Management and QA/QC - Completed

- Initiate project accounting, budget and resource management tools.
- Prepare a project guide that clearly identifies the project work elements, deliverables, budget and schedule.
- Perform biweekly virtual meetings throughout project duration
- Prepare monthly invoices and progress reports.
- Perform QA/QC reviews of calculations and supporting documents.
- **Assumptions:**
  - Project Duration 12 months, including 24 virtual meetings, and 2 overnight site visits
- **Deliverables:**
  - Project Guide
  - Monthly invoices and progress reports
  - Biweekly meeting agendas and meeting notes



## Task 2. Data Collection - *Completed*

This task involves ~~collecting necessary data to support the design and plan set production.~~

- ~~As Built Analysis~~
  - ~~Review City-provided record drawings, and correlate to project survey to validate location/appurtenances~~
- ~~Project Survey Review~~
  - ~~Obtain and review survey from CDOT design team and convert to Civil 3D.~~
- ~~Project Geotechnical Review~~
  - ~~Review Geotechnical investigation~~
- ~~Basemap Preparation~~
- ~~Assumptions:~~
  - ~~Due to the waterline age (installed late 90's) the City is in possession of, and able to provide, as built/record drawings for project waterline extents.~~
  - ~~No survey needs in addition to that collected for I-70B.~~
  - ~~Geotechnical exploration for I-70B corridor, coupled with the remove and replace waterline approach, will not require additional geotechnical investigation.~~
- ~~Deliverables:~~
  - ~~Basemap~~

## Task 3. Preliminary Design - *Completed*

The deliverable resulting from this task is the ~~initial submittal (to coincide with CDOT FIR submittal, June 23, 2022) of plan & profile sheets only, anticipated to consist of horizontal/plan view only.~~

- ~~30% Design Documents~~
  - ~~Plan & Profile Sheets at 1"=20' scale (24 sheets)~~
- ~~SUE Addendum~~
  - ~~Identify existing utility conflicts, and identify pothole needs to support waterline work.~~
- ~~Assumptions:~~
  - ~~Waterline removal and replacement, no change in horizontal alignment~~
  - ~~No capacity modeling required, replace HDPE with same diameter PVC~~
  - ~~SUE addendum intended to supplement I-70B SUE Report with information focused on the waterline~~
- ~~Deliverables:~~
  - ~~30% Design Drawings – PDF~~
  - ~~SUE Addendum~~

## Task 4. Final Design - *Completed*

- ~~Plan-in-hand Field Walk to validate basemap and Preliminary Design Sheets~~
- ~~60% Design Documents~~
  - ~~Incorporate any Preliminary Drawing comments~~
  - ~~Refine Preliminary Design and develop 60% design drawings, including:~~



- ~~Title Sheet~~
  - ~~Legends, Abbreviations~~
  - ~~General Notes~~
  - ~~P&P sheets (refined preliminary design sheets)~~
  - ~~Details (assume 4 sheets)~~
- ~~Develop Specification Outline~~
- ~~90% Design Documents~~
  - ~~Conduct In-person meeting to gather and address City comments~~
  - ~~Incorporate City review comments and enhance the level of detail to bring the drawing package to 90% complete.~~
  - ~~Prepare specifications applicable to waterline construction to supplement and integrate into CDOT specifications.~~
- ~~Construction Cost Estimate~~
  - ~~Review recent City utility bid tabs~~
  - ~~Identify cost risk items based on market volatility and identify project contingency values~~
  - ~~Prepare cost estimates for 60% (Class 3,) 90% (Class 2,) and Final (Class 1) submittals.~~
  - ~~Hold 2, 1-hr cost estimate review meetings with City team members. Identify cost risk items, approaches to mitigate risk, and provide a basis of understanding for the cost estimate.~~
- ~~Bid Documents~~
  - ~~Address any outstanding City review comments~~
  - ~~Bring 90% Design Documents and specifications to a bid level~~
- ~~Assumptions:~~
  - ~~Each City review assumed to be a 2 week turnaround~~
  - ~~All waterlines to be replaced are located in paved streets, and therefore erosion control sheets/SWPPP permitting not required~~
  - ~~No additional permitting efforts beyond that required by I-70B package~~
  - ~~Any traffic/pedestrian control required will be addressed through CDOT package~~
- ~~Deliverables:~~
  - ~~60% Design Drawings, Cost Estimate, and Specifications Outline — PDF~~
  - ~~90% Design Drawings, Cost Estimate, and Technical Specifications — PDF~~
  - ~~IFB Design Drawings, Technical Specifications, and Cost Estimate — PDF~~
  - ~~AutoCAD Civil 3D drawing files, MS Office Specifications/Estimate — Onedrive~~

## Task 5. Bid Package Development

- 09/18/2023 - Based on the City's request to remove the Ute/Pitkin waterline replacement from the CDOT I70B construction project, HDR will extract the portions of waterline replacement that are not required by the I70B project into a standalone bid set.
- CDOT I70B Waterline Revisions
  - Revise Tabulations
  - Denote Sheets included with I70B and those "For Information Only"



- Revise Annotation to clearly denote responsibility on Waterline Sheets remaining in I70B Set
- Respond to PSOE Review Comments and Finalize Bid Set
- City Bid Document Package Development
  - Waterline Plan Set consisting of:
    - Cover sheet
    - General Notes (1 Sheet)
    - Tabulations (1 Sheet based on CDOT pay items, includes surface restoration and flowfill backfill)
    - 6 Plan & Profile sheets (Existing sheets with revised annotation delineating contractor responsibility)
      - 3 in Ute, 2 in Pitkin, 2<sup>nd</sup> Street (Required 3<sup>rd</sup> St Lowerings to be annotated on associated Ute and Pitkin Sheets)
    - Details (5 Existing sheets extracted from CDOT planset)
    - Survey Control (3 Sheets)
  - Review and modify as needed City Standard Specifications
  - Supplemental I70B SUE Report
- **Assumptions:**
  - 1 City Review Submittal
  - Not included: SWPPP Plans and permitting efforts, other permitting efforts, construction coordination and phasing, traffic /pedestrian control, temporary water service design, bid support, and construction management.
- **Deliverables:**
  - Final Stamped Planset - PDF
  - Final Specifications – PDF
  - ACAD Files

<b>City of Grand Junction</b> <b>I-70B Waterline Replacement</b> <b>Plan Separation Amendment 9/19/2023</b>	<b>HDR ENGINEERING</b>										
	Senior Project Manager Jeremy Colip	PM/Lead Designer Brandon Luster	Senior Engineer Nick Humphrey	Project Engineer Trinity Peters	CAD Designer Chuck Wittenmeier	Transpo Project Engineer Breanna Hedges	Transpo CAD Designer Michael Schwab	Project Accountant Tiffany Starrett	Hours	Labor	HDR Fee
	\$ 265	\$ 230	\$ 185	\$ 120	\$ 135	\$ 120	\$ 155	\$ 145			
<b>Task Description</b>											
<b>Task 1. Project Management and QA/QC</b>											
Project initiation - Complete									0	\$ -	\$ -
Project Guide - Complete									0	\$ -	\$ -
Meetings		4							4	\$ 920	\$ 920
Invoicing and progress reporting		6						12	18	\$ 3,120	\$ 3,120
QA/QC reviews		4	8		4				16	\$ 2,940	\$ 2,940
<b>Sub-total</b>	<b>0</b>	<b>14</b>	<b>8</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>38</b>	<b>\$ 6,980</b>	<b>\$ 6,980</b>
<b>Task 2. Data Collection - Complete</b>											
<b>Task 3. Preliminary Design - Complete</b>											
<b>Task 4. Final Design - Complete</b>											
<b>Task 5. Bid Package Development</b>											
CDOT I70B Plan Waterline Revisions	4	10		12	24	8	8		66	\$ 10,240	\$ 10,240
City Bid Document Package Development	2	24		48	68				142	\$ 20,990	\$ 20,990
<b>Sub-total</b>	<b>6</b>	<b>34</b>	<b>0</b>	<b>60</b>	<b>92</b>	<b>8</b>	<b>8</b>	<b>0</b>	<b>208</b>	<b>\$ 31,230</b>	<b>\$ 31,230</b>
<b>Hours</b>	<b>6</b>	<b>48</b>	<b>8</b>	<b>60</b>	<b>96</b>	<b>8</b>	<b>8</b>	<b>12</b>	<b>246</b>		
<b>Fee Total</b>	<b>\$1,590</b>	<b>\$11,040</b>	<b>\$1,480</b>	<b>\$7,200</b>	<b>\$12,960</b>	<b>\$960</b>	<b>\$1,240</b>	<b>\$1,740</b>		<b>\$ 38,210</b>	<b>\$ 38,210</b>



## *Memorandum*

**TO:** Greg Caton, City Manager  
**FROM:** Randi Kim, Utilities Director  
**DATE:** October 4, 2023  
**SUBJECT:** I-70B Waterline Replacements Design - Changer Order No. 1

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The Colorado Department of Transportation (CDOT) hired HDR Engineering through a qualification-based selection process to design improvements along I-70B through the downtown area. In coordinating with CDOT during the scoping process, the City of Grand Junction identified several waterlines in Ute Avenue and Pitkin Avenue that had a higher-than-normal break history. As a result, the City of Grand Junction entered into a contract with HDR Engineering in 2022 to design waterline replacements in conjunction with I-70B corridor project.

At the time of the contract, the exact limits of construction were not fully defined due to uncertainties in CDOT's funding levels for 2024-2025, which resulted in the scope of the waterline design being modified multiple times. The estimated cost of construction for the waterline replacements also escalated during the design phase to a point that the Utilities Department decided that it would be in the best interest of the City to contract and manage the construction of the waterline replacements directly rather than compensating CDOT for construction management.

HDR provided an amended scope of work dated 9/18/2023 to finalize the design of the waterline replacements based on the changes in the alignment and limits of the project, which includes preparing bid documents for the project separate from the CDOT plans. The proposed amendment would result in a \$38,210.00 increase to the design contract and extend the contract to December 15, 2023. Due to the high consequence of failure associated with these waterlines under the proposed surface improvements and the short time frame associated with completion of the project, City staff recommends approval of Change Order No. 1 as described above.

DocuSigned by:

Randi Kim - Utilities Director, City of Grand Junction

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Randi Kim, Utilities Director

DocuSigned by:

Greg Caton - City Manager - City of Grand Junction

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Greg Caton, City Manager



CITY OF GRAND JUNCTION, COLORADO

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**CONTRACT**

This CONTRACT made and entered into this 22<sup>nd</sup> day of July, 2022 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 **HDR Engineering, Inc.** hereinafter in the Contract Documents referred to as the "Consultant."

WITNESSETH:

WHEREAS, the Consultant shall furnishing all labor, services, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as **Water Line Removal and Replacement Along I-70B Corridor 5078-22-DH.**

WHEREAS, the Contract has been awarded to the above-named Consultant by the Owner, and said Consultant 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 Consultant, 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. Terms and Conditions, Insurance Requirements, **Water Line Removal and Replacement Along I-70B Corridor;**
- c. Consultants submitted Scope of Work and pricing proposal;
- d. Services Change Requests (directing that changed Services be performed);
- e. Change Orders.



## ARTICLE 2

Contract Services: The Consultant 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 Consultant 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 Contract Documents.

## ARTICLE 4

Contract Price and Payment Procedures: The Consultant 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 Sixty-Eight Thousand Eight Hundred Fifty-Three and 00/100 Dollars (\$168,853.00)**. 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 Consultant'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 Consultant 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 Consultant and approved by the Owner in accordance with the Contract.

## ARTICLE 5

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

## ARTICLE 6



## GENERAL CONTRACT TERMS AND CONDITIONS

- 2.1. 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.
- 2.2. 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.
- 2.3. 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.
- 2.4. 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.
- 2.5. 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.
- 2.6. 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 corrected to comply with the contract documents without cost to the Owner.

- 2.7. 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.
- 2.8. 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.
- 2.9. Assignment:** The Consultant shall not sell, assign, transfer or convey any contract resulting from agreement, in whole or in part, without the prior written approval from the Owner.
- 2.10. 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.
- 2.11. 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.
- 2.12. Confidentiality:** All information disclosed by the Owner to the Consultant for the purpose of the Services to be done or information that comes to the attention of the Consultant during the course of performing such Services is to be kept strictly confidential.
- 2.13. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract.
- 2.14. Contract:** The Consultant's Scope of Work/Services and Pricing Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Consultant. 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.
- 2.15. 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.

**2.16. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Consultant, by submitting a Proposal, agrees to the following conditions:

2.16.1. The Consultant 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 Consultant. The Consultant agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2.16.2. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, shall state that such Consultant is an Equal Opportunity Employer.

2.16.3. 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.

**2.17. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Consultant certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et seq.* (House Bill 06-1343).

**2.18. Ethics:** The Consultant shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.

**2.19. Failure to Deliver:** In the event of failure of the Consultant 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 Consultant 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.

**2.20. 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.

**2.21. Force Majeure:** The Consultant shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires,

riots, rebellions, and acts of God beyond the control of the Consultant, unless otherwise specified in the contract.

- 2.22. Indemnification:** Consultant shall defend, indemnify and save harmless the Owner and all its officers and 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, to the extent caused by, or on account of, any negligent act or fault of the Consultant, or of any Consultant's agent, employee, sub-contractor or supplier in the execution of, or performance under, this contract. Consultant shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages to the extent indemnified hereunder.
- 2.23. Independent Firm:** The Consultant 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 Servicers' Compensation, normally provided by the Owner for its employees.
- 2.24. Ownership:** All plans, prints, designs, concepts, instruments of service, etc., shall become the property of the Owner. Any reuse of instruments of service by Owner on other projects not contemplated under this contract shall be at Owner's sole risk, without legal liability to Consultant.
- 2.25. 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.
- 2.26. Patents/Copyrights:** The Consultant 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 Consultant for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement with the Owner.
- 2.27. Venue:** Any agreement 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.
- 2.28. 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.

- 2.29. 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.
- 2.30. Collusion Clause:** Each Consultant 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.
- 2.31. 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.
- 2.32. 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.
- 2.33. Benefit Claims:** The Owner shall not provide to the Consultant any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.34. 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 contract documents. Breach of contract or default and failure of the Consultant to timely cure after being notified in writing of the breach or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Consultant.
- 2.35. Definitions:**
- 2.35.1. "Consultant" refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a response (fee) proposal.
  - 2.35.2. The term "Services" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
  - 2.35.3. "Firm" is the person, organization, firm or consultant identified as such in the Agreement and is referred to throughout. The term Firm means the Firm or his authorized representative.

2.35.4. "Sub-Contractor 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-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.

**2.36. 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-Contractor 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 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 legal liability incurred as a result of the professional services performed.

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.

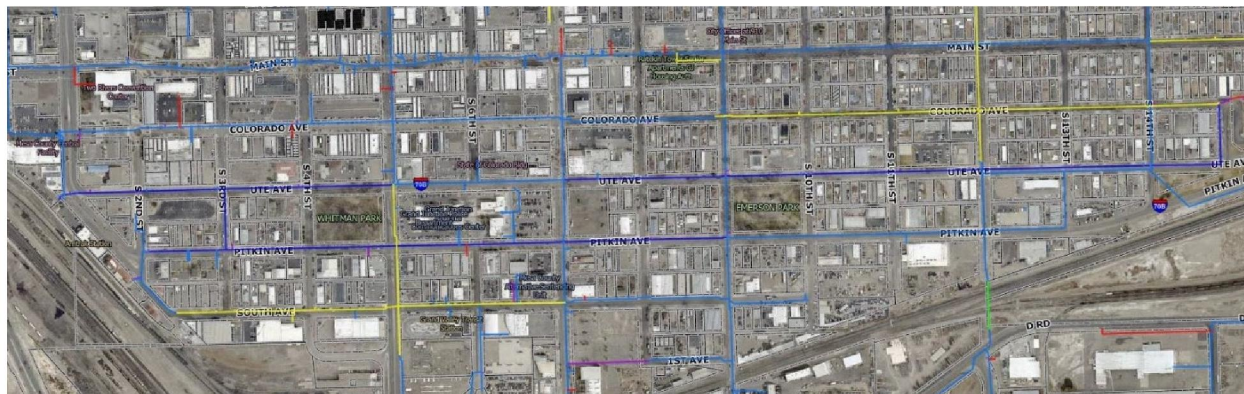
- 3.2 Additional Insured Endorsement:** The policies required by paragraph (b) above shall be endorsed to include the Owner and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its 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.



# Scope of Work

This Scope of Work (SOW) is intended to define the design and plan development activities associated with the planned removal and replacement of HDPE waterline along the I-70B corridor. The waterline is located within Ute & Pitkin Avenues, as well as 3<sup>rd</sup> and 15<sup>th</sup> Streets, totaling approximately 9,800 linear feet.

This waterline replacement is planned to be phased and constructed in concert with the CDOT project in the same areas. HDR is currently in the design phase for this roadway corridor.



Anticipated duration of this work order is 12 months, with anticipated deliverable schedule:

- 30% Mid-Late Aug
- 60% (to correspond to CDOT DOR review) Oct-Nov
- 90% (to correspond to CDOT FOR review) Feb, 23
- 95% (to correspond to CDOT Final review) Mar, 23
- 100% (to correspond to CDOT Ad set) April, 23

## Task 1. Project Management and QA/QC

- Initiate project accounting, budget and resource management tools.
- Prepare a project guide that clearly identifies the project work elements, deliverables, budget and schedule.
- Perform biweekly virtual meetings throughout project duration
- Prepare monthly invoices and progress reports.
- Perform QA/QC reviews of calculations and supporting documents.
- **Assumptions:**
  - Project Duration 12 months, including 24 virtual meetings, and 2 overnight site visits
- **Deliverables:**
  - Project Guide
  - Monthly invoices and progress reports
  - Biweekly meeting agendas and meeting notes



## Task 2. Data Collection

This task involves collecting necessary data to support the design and plan set production.

- **As-Built Analysis**
  - Review City-provided record drawings, and correlate to project survey to validate location/appurtenances
- **Project Survey Review**
  - Obtain and review survey from CDOT design team and convert to Civil 3D.
- **Project Geotechnical Review**
  - Review Geotechnical investigation
- **Basemap Preparation**
- **Assumptions:**
  - Due to the waterline age (installed late 90's) the City is in possession of, and able to provide, as-built/record drawings for project waterline extents.
  - No survey needs in addition to that collected for I-70B.
  - Geotechnical exploration for I-70B corridor, coupled with the remove and replace waterline approach, will not require additional geotechnical investigation.
- **Deliverables:**
  - Basemap

## Task 3. Preliminary Design

The deliverable resulting from this task is the initial submittal (to coincide with CDOT FIR submittal, June 23, 2022) of plan & profile sheets only, anticipated to consist of horizontal/plan view only.

- **30% Design Documents**
  - Plan & Profile Sheets at 1"=20' scale (24 sheets)
- **SUE Addendum**
  - Identify existing utility conflicts, and identify pothole needs to support waterline work.
- **Assumptions:**
  - Waterline removal and replacement, no change in horizontal alignment
  - No capacity modeling required, replace HDPE with same diameter PVC
  - SUE addendum intended to supplement I-70B SUE Report with information focused on the waterline
- **Deliverables:**
  - 30% Design Drawings - PDF
  - SUE Addendum

## Task 4. Final Design

- **Plan-in-hand Field Walk to validate basemap and Preliminary Design Sheets**
- **60% Design Documents**
  - Incorporate any Preliminary Drawing comments
  - Refine Preliminary Design and develop 60% design drawings, including:



- Title Sheet
  - Legends, Abbreviations
  - General Notes
  - P&P sheets (refined preliminary design sheets)
  - Details (assume 4 sheets)
- Develop Specification Outline
- 90% Design Documents
  - Conduct In-person meeting to gather and address City comments
  - Incorporate City review comments and enhance the level of detail to bring the drawing package to 90% complete.
  - Prepare specifications applicable to waterline construction to supplement and integrate into CDOT specifications.
- Construction Cost Estimate
  - Review recent City utility bid tabs
  - Identify cost risk items based on market volatility and identify project contingency values
  - Prepare cost estimates for 60% (Class 3,) 90% (Class 2,) and Final (Class 1) submittals.
  - Hold 2, 1-hr cost estimate review meetings with City team members. Identify cost risk items, approaches to mitigate risk, and provide a basis of understanding for the cost estimate.
- Bid Documents
  - Address any outstanding City review comments
  - Bring 90% Design Documents and specifications to a bid level
- **Assumptions:**
  - Each City review assumed to be a 2 week turnaround
  - All waterlines to be replaced are located in paved streets, and therefore erosion control sheets/SWPPP permitting not required
  - No additional permitting efforts beyond that required by I-70B package
  - Any traffic/pedestrian control required will be addressed through CDOT package
  - HDR's cost estimates will be made on the basis of information available, HDR's experience, qualifications, and judgment as experienced and qualified professional engineers. However, HDR makes no guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost or cost estimates prepared by HDR.
- **Deliverables:**
  - 60% Design Drawings, Cost Estimate, and Specifications Outline – PDF
  - 90% Design Drawings, Cost Estimate, and Technical Specifications – PDF
  - IFB Design Drawings, Technical Specifications, and Cost Estimate – PDF
  - AutoCAD Civil 3D drawing files, MS Office Specifications/Estimate - Onedrive

City of Grand Junction I-70B Waterline Replacement		HDR ENGINEERING											Hours	Labor	Total Expenses	HDR Fee
		Senior Project Manager Jeremy Colip	Sr Technical Advisor / QAQC Mike Gossett	PM/Lead Designer Brandon Luster	Senior Engineer Nick Humphrey	Project Engineer Sara Race	Project Engineer Andrew Keenen	Senior CAD Designer Paul Kowalke	CAD Designer Chuck Wittenmeier	Transpo CAD Designer Jordan Lerner	Transpo CAD Designer Michael Schwab	Project Accountant Kevin Marland				
		\$ 250	\$ 300	\$ 220	\$ 172	\$ 130	\$ 135	\$ 195	\$ 130	\$ 150	\$ 140	\$ 120				
Task Description																
Task 1. Project Management and QA/QC																
	Project initiation	2		4								4	10	\$ 1,860	\$ -	\$ 1,860
	Project Guide			12									12	\$ 2,640	\$ -	\$ 2,640
	Biweekly meetings	12		50									62	\$ 14,000	\$ 1,260	\$ 15,260
	Invoicing and progress reporting			24			12					32	68	\$ 10,740	\$ -	\$ 10,740
	QA/QC reviews	12	24	12			12						60	\$ 14,460	\$ -	\$ 14,460
	<b>Sub-total</b>	<b>26</b>	<b>24</b>	<b>102</b>	<b>0</b>	<b>0</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>36</b>	<b>212</b>	<b>\$ 43,700</b>	<b>\$ 1,260</b>	<b>\$ 44,960</b>
Task 2. Data Collection																
	As-Built Analysis			4			16						20	\$ 3,040	\$ -	\$ 3,040
	Project Survey Review			4			12		8				24	\$ 3,540	\$ -	\$ 3,540
	Project Geotechnical Review			2			2						4	\$ 710	\$ -	\$ 710
	Basemap Preparation			2			8		16	4	4		34	\$ 4,760	\$ -	\$ 4,760
	<b>Sub-total</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>38</b>	<b>0</b>	<b>24</b>	<b>4</b>	<b>4</b>	<b>0</b>	<b>82</b>	<b>\$ 12,050</b>	<b>\$ -</b>	<b>\$ 12,050</b>
Task 3. Preliminary Design																
	30% Design Documents (P&P Sheets, Horiz Only)	4		8	8		40	4	72	4	4		144	\$ 20,836	\$ -	\$ 20,836
	SUE Addendum			2			12		12				26	\$ 3,620	\$ -	\$ 3,620
	<b>Sub-total</b>	<b>4</b>	<b>0</b>	<b>10</b>	<b>8</b>	<b>0</b>	<b>52</b>	<b>4</b>	<b>84</b>	<b>4</b>	<b>4</b>	<b>0</b>	<b>170</b>	<b>\$ 24,456</b>	<b>\$ -</b>	<b>\$ 24,456</b>
Task 4. Final Design																
	Field Visit			16		8	8						32	\$ 5,640	\$ 508	\$ 6,148
	60% Design Documents	4		16	16	32	32	4	128	2	2		236	\$ 33,752	\$ -	\$ 33,752
	90% Design Documents	2		12		32	32	4	128	2	2		214	\$ 29,620	\$ -	\$ 29,620
	Cost Estimates			6	8		12		8				34	\$ 5,356	\$ 482	\$ 5,838
	Bid Documents	4		8	8		16		32	2	2		72	\$ 11,036	\$ 993	\$ 12,029
	<b>Sub-total</b>	<b>10</b>	<b>0</b>	<b>58</b>	<b>32</b>	<b>72</b>	<b>100</b>	<b>8</b>	<b>296</b>	<b>6</b>	<b>6</b>	<b>0</b>	<b>588</b>	<b>\$ 85,404</b>	<b>\$ 1,983</b>	<b>\$ 87,387</b>
Hours		<b>40</b>	<b>24</b>	<b>182</b>	<b>40</b>	<b>72</b>	<b>214</b>	<b>12</b>	<b>404</b>	<b>14</b>	<b>14</b>	<b>36</b>	<b>1,052</b>			
Fee Total		<b>\$10,000</b>	<b>\$7,200</b>	<b>\$40,040</b>	<b>\$6,880</b>	<b>\$9,360</b>	<b>\$28,890</b>	<b>\$2,340</b>	<b>\$52,520</b>	<b>\$2,100</b>	<b>\$1,960</b>	<b>\$4,320</b>		<b>\$ 165,610</b>	<b>\$ 3,243</b>	<b>\$ 168,853</b>