



Ship To
City of Grand Junction
Public Works Administration
333 West Ave
GRAND JUNCTION, CO 81501

Bill To
City of Grand Junction
Public Works Administration
333 West Ave
GRAND JUNCTION, CO 81501

Purchase Order
No. 2024-00000444

DATE 08/19/2024

Ph. (970) 256-4048

Fax

Vendor
VENDOR NO. 3091
Schmueser Gordon Meyer, Inc.
118 West 6th Street, Ste 200
Glenwood Springs, CO 81601
Phone: (970) 945-1004 Fax: (970) 945-5948

PAGE 1 of 1
SHIP VIA Best Way
DELIVER BY
FREIGHT TERMS FOB Dest, Frght Prepaid .Allow
Payment Terms: Net 30 Days
Buyer Name: Dolly Daniels
Buyer Email: dollyd@gjcity.org

Award #5492-24-DD

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	PROFESSIONAL SERVICES - ARCHITECTS, ENGINEERS, CONSULTANTS - BROADWAY 340 BRIDGE/TRAIL MODIFICATIONS 201-330-010.8375 - Trail Construction - New G2309	49,200.0000	\$49,200.00
PURCHASE ORDER TOTAL				\$49,200.00

Special Instructions: PURCHASE ORDER No. MUST APPEAR ON ALL INVOICES, SHIPPERS, PACKAGES, CORRESPONDENCE
Tax Exempt No. 98-03544

By: Dolly f. Daniels



CITY OF GRAND JUNCTION, COLORADO

CONTRACT AMENDMENT

This AMENDMENT TO THE CONTRACT originally made and entered into the **27th day of August 2024** by and between the **City of Grand Junction, Colorado**, a government entity in the County of Mesa, State of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 **Schmueser Gordon Meyer, Inc. (SGM)** hereinafter in the Contract Documents referred to as the "Firm."

FOR THE SERVICES known as **Civil & Structural Engineering Services Broadway 340 Bridge/Trail Modifications #5492-24-DD**,

AMMENDED this **1st day of October 2024** as follows:

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 Time and Materials Not-to-Exceed Amount of Forty-Nine Thousand, Two Hundred, and 00/100 Dollars (\$49,200.00)**. 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 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 work have been made.

All other terms and conditions of the Contract remain unchanged.

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 Amendment is executed in two counterparts.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:
Dolly Daniels
Dolly Daniels, Senior Buyer

10/2/2024
Date

Schmueser Gordon Meyer, Inc. (SGM)

Signed by:
Mark Frymoyer
Mark Frymoyer, Project Manager

10/2/2024
Date



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this **27th day of August 2024** 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 **Schmueser Gordon Meyer, Inc. (SGM)** hereinafter in the Contract Documents referred to as the "Firm."

WITNESSETH:

WHEREAS, the Firm shall furnish all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as **Civil & Structural Engineering Services Broadway 340 Bridge/Trail Modifications #5492-24-DD,**

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:

- The body of this Contract Agreement
- General Conditions – Professional Services/Scope of Services **Civil & Structural Engineering Services Broadway 340 Bridge/Trail Modifications #5492-24-DD,**
- Firm's submitted Scope of Service and pricing proposal
- Services Change Requests (directing that changed Services be performed);
- 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 Service described, set forth, shown, and included in the Contract Documents as indicated in the Contract Document.

ARTICLE 3

Contract Time: 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 Lump Sum Amount of Forty-Nine Thousand, Two Hundred, and 00/100 Dollars (\$49,200.00)**. 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 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 work have been made.

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

ARTICLE 5

Contract Binding: The Owner and the Firm each bind 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 affected 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: Dolly Daniels
Dolly Daniels, Senior Buyer

8/27/2024

Date _____

Schmueser Gordon Meyer, Inc. (SGM)

Signed by: Mark Frymoyer
By Mark Frymoyer, Project Manager

8/27/2024

Date _____

1. Terms and Conditions for Civil & Structural Engineering Services Broadway 340 Bridge/Trail Modifications #5492-24-DD

- 1.1 A.D.A Document Compliance Requirements:** All work documents, and/or bid/proposal documents submitted, as a result of this solicitation must comply with all applicable provisions of §§24-85-101, C.R.S., et seq., and the Accessibility Standards for Individuals with a Disability, as established by the Office Of Information Technology according to Section §24-85-103 (2.5), C.R.S. and 3) all State of Colorado technology standards related to technology accessibility and with Level A.A. of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- 1.2 The Owner:** The Owner is the City of Grand Junction, Colorado ("City) and is referred to throughout this Contract. The term Owner means the Owner or its authorized representative. The Owner shall at all times have access to the Service wherever it is in preparation and progress.
- 1.3 The Contract:** This Contract, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute an enforceable agreement equally binding between the Owner and Firm. The Contract represents the entire and integrated agreement between the Owner and the Firm and supersedes all prior negotiations, representations, or agreements, either written or oral including the bid documents. The Contract may be amended or modified with Change Orders, Field Orders, or Addendums.
- 1.4 The Service:** The term Service includes all labor necessary to produce the design required by the Contract Documents.
- 1.5 Sales Tax:** The Owner is exempt from the State, County, and Municipal Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.
- 1.6 Acceptance of Contract Terms:** A proposal submitted shall constitute a binding offer which shall be acknowledged by the Offeror on the Letter of Interest or Cover Letter. The Offeror must be legally authorized to execute a Letter of Interest or Cover Letter together with contractual obligations. By submitting a proposal, the Offeror accepts 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 requirements. Failure to do so may be deemed a waiver or any right(s) to subsequently modify the term(s) of performance, except as specified in the Contract Documents.
- 1.7 Compliance:** Firm submitting a proposal agrees to comply with all conditions, requirements, and instructions of this Contract Document as stated or implied herein. Should the Owner omit anything which is necessary to the clear understanding of the requirements, or should it appear that various instructions are

in conflict, the Firm shall secure instructions from the Purchasing Agent prior to the submittal deadline.

- 1.8 Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and Firm. By executing the Contract, the Firm represents that it has familiarized itself with the local conditions under which the Service is to be performed and correlated its observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone, shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment, services, and other items necessary for the proper execution and completion of the Scope of Service 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. It is not to be used on any other project.
- 1.9 Firm:** The Firm is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Firm means the Firm or its authorized representative. The Firm shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Service, Addenda, and Modifications and shall at once report to the Owner any error, inconsistency, or omission it 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 Service without clarifying Drawings, Specifications, or Interpretations.
- 1.10 Sub-Firms:** A Sub-Firm is a person or organization who has a direct Contract with the Firm to perform any of the Service at the site. The term Sub-Firm is referred to throughout the Contract Documents and means a Sub-Firm or its authorized representative.
- 1.11 Award of Sub-Contracts & Other Contracts for Portions of the Service:** Firm shall submit to the Owner, in writing for acceptance, a list of the names of the sub-Firms or other persons or organizations proposed for such portions of the Service as may be designated in the proposal requirements, or, if none is so designated, the names of the sub-Firms proposed for the principal portions of the Service. Prior to the award of the Contract, the Owner shall notify the successful Firm in writing if, after due investigation, has reasonable objection to any person or organization on such list. If, prior to the award of the Contract, the Owner has a list, the Firm shall submit an acceptable substitute and the Contract sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. However, no increase in the Contract sum shall be allowed for any such substitution unless the Firm has acted promptly and responsively in submitting a name with respect thereto prior to the award.
- 1.12 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 Service. The Firm shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority, including the City, bearing on the performance of the Service. If the Firm observes that any of the Contract Documents are at variance in any respect, it shall promptly notify the Purchasing Agent in writing, and any necessary changes shall be adjusted. If the Firm performs any Service knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Owner, it shall assume full responsibility and shall bear all costs attributable to the non-conforming Service.

- 1.13 Responsibility for those Performing the Service:** The Firm shall be responsible to the Owner for the acts and omissions of all its employees and all other persons performing any of the Service under a Contract with the Firm.
- 1.14 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 Service under the Contract Documents. The Firm shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize itself generally with the progress and quality of the Service and to determine, in general, if the Service is proceeding in accordance with the Contract Documents. Based on such observations and the Firm's Application for Payment, the Owner will determine the amounts owing to the Firm and will issue Certificates for Payment in such amounts as provided in the Contract. The Owner will have authority to reject Service which does not conform to the Contract Documents. Upon receipt of written notice that the Service 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 the Owner finds the Service 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 Service performed in accordance with the Contract Documents.
- 1.15 Contingency/Force Account/Minor Contract Revisions:** Contingency/Force Account/Minor Contract Revisions Service will be authorized by the Owner's Project Manager and is defined as minor expenses to cover miscellaneous or unforeseen expenses related to the project. The expenses are not included in the Drawings, Specifications, or Scope of Service and are necessary to accomplish the scope of this Contract. Contingency/Force Account/Minor Contract Revisions Authorization will be directed by the Owner through an approved form. Contingency/Force Account/Minor Contract Revisions funds are the property of the Owner and any Contingency/Force Account/Minor Contract Revisions funds, not required for project completion, shall remain the property of the Owner. Firm is not entitled to any Contingency/Force Account/Minor Contract Revisions funds, that are not authorized by Owner or Owner's Project Manager.
- 1.16 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 it from damage, injury, or loss. 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 Service, or in consequence of the non-execution thereof by the Firm, it shall restore, at its 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.

- 1.17 Changes in the Service:** The Owner, without invalidating the Contract, may order changes in the Service within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract sum and the Contract time being adjusted accordingly. All such changes in the Service shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Firm signed by the Owner issued after the execution of the Contract, authorizing a change in the Service or an adjustment in the contract sum or the Contract time. The Contract sum and the Contract time may be changed only by Change Order.
- 1.18 Claims for Additional Cost or Time:** If the Firm wishes to make a claim for an increase in the Contract sum or an extension in the Contract time, it shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Firm before proceeding to execute the Service, except in an emergency endangering life or property in which case the Firm shall proceed in accordance with the regulations on safety. No such claim shall be valid unless so made. Any change in the Contract sum or Contract time resulting from such claim shall be authorized by Change Order.
- 1.19 Minor Changes in the Service:** The Owner shall have authority to order minor changes in the Service 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.
- 1.20 Field Orders:** The Owner may issue written Field Orders which interpret the Contract Documents in accordance with the specifications, or which order minor changes in the Service in accordance with the agreement, without change in the Contract sum or time. The Firm shall carry out such Field Orders promptly.
- 1.21 Uncovering & Correction of Service:** The Firm shall promptly correct all Service 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 Service.

The Owner shall give such notice promptly after discovery of condition. All such defective or non-conforming Service under the above paragraphs shall be corrected to comply with the Contract Documents without cost to the Owner.

- 1.22 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.
- 1.23 Assignment:** The Firm shall not sell, assign, transfer or convey any Contract resulting from this IFB, in whole or in part, without the prior written approval from the Owner.
- 1.24 Compliance with Laws:** Offers must comply with all applicable Federal, State, County, and local laws governing the Service at the time of this Agreement and the fulfillment of the Service for and on behalf of the public. Firm hereby warrants that it is qualified to assume the responsibilities and render the Service described herein and has all requisite corporate authority and professional licenses in good standing required by law.
- 1.25 Confidentiality:** All information disclosed by the Owner to the Firm for the purpose of the Service to be done or information that comes to the attention of the Firm during the course of performing such Service is to be kept strictly confidential.

Confidential information shall not. However, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the Disclosing Party; (ii) becomes publicly known and made generally available after disclosure by the Disclosing Party to the Receiving Party through no action or inaction of the Receiving Party; (iii) is already in the possession of the Receiving Party at the time of disclosure by the Disclosing Party as shown by the Receiving Party's files and records immediately prior to the time of disclosure; (iv) is obtained by the Receiving Party from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed or acquired by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, as shown by documents and other competent evidence in the Receiving Party's possession; or (vi) is required by law to be disclosed by the Receiving Party, provided that the Receiving Party gives the Disclosing Party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

- 1.26 Conflict of Interest:** No public official and/or City/County employee shall have interest in any Contract resulting from these Contract Documents.
- 1.27 Contract Termination:** This Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Service; (3) final acceptance of Service 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 (30) days past notification.

1.28 Employment Discrimination: During the performance of any Service per agreement with the Owner, the Firm, signing the Contract, agrees to the following conditions:

1.28.1 The Firm shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Firm. The Firm agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

1.28.3 Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

1.29 Affirmative Action: In executing a Contract with the City, the Firm agrees to comply with Affirmative Action and Equal Employment Opportunity regulations presented in the General Contract Conditions Section 9 "Affirmative Action/EEO.

1.30 Immigration Reform and Control Act of 1986 and Immigration Compliance: The Firm certifies that it does not and will not during the performance of the Contract employ workers without authorization or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or laws regulating immigration compliance.

1.31 Ethics: The Firm 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.

1.32 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 of the Contract Documents at any time in accordance with the terms thereof.

1.33 Force Majeure: The Firm 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 Firm, unless otherwise specified in the Contract.

1.34 Independent Firm: The Firm 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, 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.

- 1.35 Award of Contract:** Unless otherwise indicated, a single award will be made. The City will issue a Notice of Award to the Successful Offeror which will be accompanied by a Contract electronically submitted via DocuSign for digital signature. Within ten (10) Calendar Days thereafter, the Firm shall sign and deliver the digitally executed Contract via DocuSign. Performance Bond, Payment Bond, and Certificate of Insurance shall be submitted to the City within ten (10) days of Contract execution. No Contract shall exist between the Successful Offeror and the City and the Successful Offeror shall have no rights at law or in equity until the Contract has been duly executed by the City.

The Firm's failure to sign and submit a Contract and other documents set forth in this Paragraph within the prescribed time shall be just cause of annulment of the award.

- 1.36 Ownership:** All documents prepared or furnished by the Firm pursuant to this Agreement are instruments of the Firm's professional service, and the Firm shall retain an ownership and property interest therein. The Firm grants Owner a license to use instruments of the Firm's professional service for the purpose of constructing, occupying, and maintaining the Project. Reuse or modification of any such documents by the Owner, without the Firm's written permission, shall be at Owner's sole risk, and Owner agrees to indemnify and hold the Firm harmless from all claims, damages, and expenses, including attorneys' fees, arising out of such reuse by Owner or by others acting through the Owner.
- 1.37 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.
- 1.38 Patents/Copyrights:** The Firm 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 Firm for any claims, damages, awards and/or costs of defense arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this Contract.
- 1.39 Remedies:** The Firm and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

- 1.40 Governing Law:** Any agreement as a result of this Contract Document 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.
- 1.41 Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado law as a defense to any action arising out of this Contract.
- 1.42 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 prohibits 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. The Contract, if any, will be subject to and must contain a non-appropriation of funds clause/limitation on multi-year fiscal obligations as required by Art X, Section 20 of the Colorado Constitution, and other applicable law(s).
- 1.43 Keep Jobs in Colorado Act:** Firm shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes (C.R.S.) requiring 80% Colorado labor to be employed on public Services. Firm shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Firm claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Firm shall state that there is insufficient Colorado labor to perform the Service such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion and shall include evidence demonstrating the insufficiency and undue burden in its response.

Unless expressly granted a waiver by the Owner pursuant to C.R.S. §8-17-101(1), Firm shall be responsible for ensuring compliance with Article 17 of Title 8, C.R.S. requiring 80% Colorado labor to be employed on public Services. Firm shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a).

1.43.1 "Public project" is defined as:

- (a) any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of such projects.
- (b) for which appropriate or expenditure of moneys may be reasonably expected to be \$500,000.00 or more in the aggregate for any fiscal year
- (c) except any project that receives federal moneys.

July 6, 2024

Trent Prall, PE
Engineering and Transportation Director
City of Grand Junction
244 N 7th St
Grand Junction, CO 81501
Emailed to: trentonp@gjcity.org

**Re: Proposal for Civil & Structural Engineering Services
Broadway 340 Bridge, Grand Junction, CO**

Mr. Prall,

SGM is submitting this proposal to the City of Grand Junction (CoGJ) to support renovations to the Broadway 340 Bridge. We have reviewed the bridge record drawings from CDOT provided by you and conducted a site visit.

PROJECT UNDERSTANDING

The Broadway 340 Bridge has a code-deficient pedestrian railing and a narrow sidewalk which is undersized for the volume of pedestrian and bicycle traffic along the corridor. The City of Grand Junction proposes to undertake some routine maintenance of chipseal and asphalt rehabilitation. During that work, the City proposes to adjust the street section to create room for a wider pedestrian corridor. These changes would require moving the bridge rail.

We understand that the City has discussed this with CDOT and, as it is self-funded work by the City, the process would be reviewed through CDOT Region 3's Permit Coordinator as a permitted action. As such, formal design review process (DSR, FIR, FOR, PSE) is not anticipated.

SCOPE OF WORK

The City Engineering department expects to take on the surveying work. SGM expects to provide the elements of redesign of the road layout, guard rail end section and transition design, specialized bridge rail design, calculations, and meeting support to supplement the overall design.

We expect that a retrofit 36" 10R MASH bridge rail can be used. Per the CDOT Structural Worksheet, this railing can meet either the MASH Test Level 3 or 4 criteria depending on the reinforcement of the structure on which it is installed. We are assuming this rail will be acceptable, but this will need to be determined by calculation and approval from CDOT.

We expect new scuppers can be cored and are acceptable to CDOT.

We expect a need to have 3G transitions and an approved terminal from the new bridge rail both sides which will be designed and detailed by the City Engineering Department.

Task 1: Schematic Design / Kickoff

SGM will prepare a conceptual section and retrofit for review and perform preliminary calculations. We will also prepare a site plan concept with approach and exit trail transitions and road conditions and guard rail end sections.

We will present these items at a meeting with all CDOT stakeholders to present. We will ensure the expectations noted above are aligned with CDOT's stakeholders.

Task 2: Design Development – Structural and Civil

SGM will prepare structural design cross section which will be included in a plan set prepared by CoGJ, and calculations for submittal to CDOT.

Prepare site plan set, including cover, details, site plan, fencing, striping and signage and approximate drainage schematic. We do not expect to modify the current drainage patterns, and scupper locations will be approximate.

We will prepare construction specifications needed for the project and prepare one engineer's estimate of probable costs.

Task 3: CDOT Coordination

CDOT Staff Bridge will review the detail, plans, and calculations and SGM will work with them until all comments have been satisfied. An allowance of 150 hours is provided for revisions.

Task 4: Meetings & Project Management

We anticipate six meetings to support this task: two with CDOT and four with CoGJ.

We expect invoicing will be submitted monthly.

Assumptions / Exclusions

- GPR will be needed to determine where the rebar is to identify where rebar dowels and new scuppers can be installed and is expected to be performed during construction.
- City of GJ will provide surveying of the bridge.
- While the pedestrian rail requires adjustments, no engineering is anticipated to communicate the scope of work required for a contractor beyond communicating the need on the site plan.
- Regrading of the bridge deck is excluded. Drainage report summaries are excluded.
- CDOT will accept the 10R Mash Rail by calculation and doesn't require any special testing or certifications. Other rail types are excluded for this scope of work.

COST AND SCHEDULE

SGM's estimates for the services described are below. All work would be performed on a time and materials basis, which we would not exceed without prior authorization. We can begin work as soon as your written authorization to proceed is received.

A detailed breakdown is provided as Appendix A, and work limits are in Figure 1. We will issue invoices monthly. If unforeseen issues in the project come up, we will discuss this with you prior to requesting a change order for the additional scope. We can begin work as soon as your written authorization to proceed is received.

	High Estimate
Task 1: Schematic Design / Kickoff	\$ 8,500
Task 2a: Design Development - Structural	\$ 6,700
Task 2b: Design Development – Civil	\$ 10,000
Task 3: CDOT Coordination & QC	\$ 19,000
Task 4: Meetings	\$ 5,000
Total	\$ \$49,200.00

Our estimated timeframe is 2-4 weeks to get started on this project. We will work with the City to develop a more complete schedule after we understand when initial fieldwork will be completed and meetings will be scheduled.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions, comments, or require further information, please call me at 970-384-9003.

Respectfully,

SGM



Mark Frymoyer, PE

Senior Engineer

