

RESOLUTION NO. 38-25

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT TO REIMBURSE THE COLORADO DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION OF NEW WATERLINES IN UTE AND PITKIN AVENUES AS PART OF THE I-70B PHASE 7 PROJECT IN GRAND JUNCTION


RECITALS:

The Colorado Department of Transportation (CDOT) is reconstructing Ute and Pitkin Avenues as part of its I-70B Phase 7 project in Downtown Grand Junction (Project). As a component of the Project CDOT and the City have agreed that it is prudent to remove and replace City waterlines in and along Ute and Pitkin Avenues between 3rd and 4th Street to the end of the Project limits at 6th Street. The waterline on 5th Street between Ute and Pitkin Avenues where utility conflicts are not present is also included. Approximately 1762 linear feet of 8" waterline and 100 linear feet of 12" waterline, and associated fittings will be removed and replaced. The City will be responsible for actual construction costs and by and with this Resolution the City Council authorizes and directs the City Manager to sign the agreement to replace the waterlines at an approximate cost of \$1,248,903.56.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

1. That in consideration of the Recitals and with the finding that the replacement and reconstruction of the aged waterline infrastructure with new waterlines is reasonable while the construction of the CDOT Project is occurring the City Council hereby authorizes the same as provided in the attached Agreement.
2. That the City Council has budgeted and appropriated funds for certain waterline construction projects and that the Project, and reimbursement for the waterline reconstruction as provided in the Agreement is a proper use of those funds.
3. That in consideration of the Recitals and with the finding that the expenditure is reasonable, necessary and desirable and supports and advances the public health, safety and welfare the City Council hereby authorizes the City Manager to execute the attached agreement and to effectuate the provisions of this Resolution, including, without limitation, the execution of documents and making payments as provided therein.

PASSED and ADOPTED this 16th day of July 2025.



Cody Kennedy
President of the City Council

ATTEST:


Selestina Sandoval
City Clerk



COLORADO DEPARTMENT OF TRANSPORTATION INCURRED COST CONTRACT (REIMBURSABLE) SAP MOU: 351002211 Routing No.: 25-HA3-XE-00015	Project Sub-Account: 25637 Project Number: NHPP 070A-042 SH: I-70B at MP1 Project Name: I-70B Grand Junction East of 3rd St
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THIS CONTRACT, made and entered into this day of April 07, 2025, is by and between the State of Colorado for the use and benefit of the Colorado Department of Transportation (“CDOT” or “the State”) and City of Grand Junction (“Utility Owner”).

WHEREAS:

The authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment;

1. The required approval, clearance and coordination has been accomplished from and with all appropriate agencies;
2. The State anticipates performance of construction Project NHPP 070A-042, for waterline construction on Ute and Pitkin between 3rd and 6th Street and on 5th between Ute and Pitkin Avenues hereinafter referred to as “the highway project”;
3. The highway project necessitates adjustment or relocation of Utility Owner’s facilities, and/or affords the Utility Owner with the opportunity to construct improvements to its system, hereinafter referred to as the “Work”, and is generally described in **Exhibit “A”**;
4. The **Utility Owner is responsible for the cost of the Work**, as more fully shown on the “Tabulation of Bids” attached hereto as **Exhibit “B”**;
5. The Utility Owner is willing to reimburse the State for all expenses incurred in performance of the Work;
6. The State’s contractor can perform the Work in conjunction with construction of the highway project;
7. It is in the public interest for the State and the Utility Owner to consolidate their respective responsibilities and activities so as to lessen the impact of the construction upon the general public;
8. The State and the Utility Owner desire to consolidate performance of the Work with the construction of the highway project, and set forth their respective obligations and responsibilities with respect to the Work and funding thereof; and
9. This contract is executed by the State under the authority of §43-1-110 and §43-1-114, C.R.S as amended.

NOW THEREFORE, THE STATE AND THE UTILITY OWNER AGREE:

1. The State shall provide liaison with the Utility Owner through the State's Region Utilities Engineer (RUE), who is available at:
Joe Carter, Region 3 Utility Engineering Program Manager
222 S. 6th Street, Room 100
Grand Junction, CO 81501
Phone: 970-986-7328
Email: joseph.carter@state.co.us
and will coordinate all State activities under this contract.
2. The Work shall be depicted in detail in **Exhibit A**, "Highway Construction Plan Sheets" and **Exhibit B**, "Tabulation of Bids" and the costs associated therewith within, for the above-referenced project, copies of which are attached hereto and made a part hereof.
3. The bid documents shall be prepared by the State, and will include all bid items necessary for performance of the work, and shall be made a part of this contract by reference.
4. The State will award, or has already awarded, a construction contract for the highway project, including the Work, pursuant to the provisions of §24-92-101, C.R.S., et seq., as amended. The State shall be the sole authority for awarding said construction contract.
5. The Utility Owner shall give immediate written notification to the State if it desires any revision of the Work. The State shall then incorporate any mutually acceptable revisions into the Work, and the Utility Owner shall be responsible for all costs of the revised Work and shall pay such costs in accordance with the provisions of paragraph 8, below.
6. The State, through its construction contractor, shall perform and complete the Work in accordance with **Exhibit A**, **Exhibit B**, and the Highway Construction Plan Sheets. Both the State and the Utility Owner will jointly supervise the performance of the Work, which shall include, but not be limited to, field and office engineering, construction inspection and materials testing, and traffic control through the Work area.
7. The Utility Owner shall cooperate and coordinate with the State in the performance of the Work. During construction, a Utility Owner representative shall periodically observe the performance of the Work to ensure that the Utility Owner's interests with regard to the Work are being fulfilled. Upon completion of the Work, the utility Owner shall provide the State with final written approval and acceptance of the Work, which approval shall not be unreasonably withheld provided that performance of the Work has been completed in substantial conformance with **Exhibit A** and **Exhibit B**, and with the Highway Construction Plan Sheets. The Utility Owner's inspector shall communicate with the State's construction contractor only through the State's engineer and shall not be directly involved with the State's construction contractor.
8. The Utility Owner shall reimburse the State for the cost of the Work as set forth in **Exhibit A**. Total Work costs shall include and be expressed as physical construction costs, as derived from the estimated quantities at the State's construction contractor's contract unit prices.
9. **The Utility Owner's share of the Work costs is estimated to be \$1,248,903.56**, as set forth in **Exhibit B**, and shall be the maximum amount of the Utility Owner's obligation unless such amount is increased by a written amendment to the contract.

10. The Utility Owner has appropriated sufficient funds to pay for the costs of the Work that will be completed within the Utility Owner's current fiscal year. For Work to be completed in subsequent fiscal years, if any, the Utility Owner shall make all necessary good faith efforts to effectuate the availability of sufficient funds. In the event funds are not so appropriated by the Utility Owner, the Utility Owner shall promptly notify the State of such fact so that the additional Work can be deleted from the project.
11. The State will invoice the Utility Owner for the total amount to be reimbursed upon substantial completion of the Work. The Utility Owner will promptly pay the invoiced amount to the State no later than 30 days after the invoice date.
12. Contractor payments will be paid from project funds until the State is reimbursed for the Work.
13. The State agrees to make all project records available to the Utility Owner up to three (3) years after the substantial completion of the highway construction project in the event the Utility Owner desires to audit the same for cost verification purposes.
14. The term of this contract shall begin on the date signed by the State Controller, and shall extend to the date which is three months after the date of the final payment or the final audit, whichever is pertinent to this contract, unless earlier terminated.
15. This contract shall inure to the benefit of and be binding upon the parties, their successors and assigns.
16. Either the State or the Utility Owner may terminate this contract at any time upon reasonable notice for cause, or convenience, or if funds become unavailable, provided that the Utility Owner shall reimburse the State for the incurred cost of actual Work performed for the benefit of the Utility Owner up to the termination date.
17. The Utility Owner represents and warrants that it has taken all necessary actions that are required by its procedures, bylaws, or applicable law, to legally authorize the undersigned signatory to execute this contract on behalf of the Utility Owner and to bind the Utility Owner to its terms.
18. If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

19. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts. Contractor refers to Utility Owner.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(19), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S., applicable local agency, rule, law or regulation.

Financial obligations of the Parties payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract

shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

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THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

*** Persons signing for the Utility Owner hereby swear and affirm that they are authorized to act on behalf of the Utility Owner and acknowledge that the State is relying on their representations to that effect and accept personal responsibility for any and all damages the State may incur for any errors in such representation.**

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in triplicate by their respective officials thereto duly authorized.


<p style="text-align: center;">UTILITY OWNER</p> <p>City of Grand Junction</p> <p>By</p> <hr/> <p style="text-align: center;">Signature of Authorized Representative*</p> <p>By: </p> <hr/> <p style="text-align: center;">Michael Bennet, City Manager</p>	<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, GOVERNOR</p> <p>By:</p> <hr/> <p style="text-align: center;">Keith Stefanik, P.E., Chief Engineer Colorado Department of Transportation</p>
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Exhibit A: Highway Construction Plan Sheets and SOW

Removal and replacement of the City of Grand Junction waterline along Ute and Pitkin Avenues between 3rd and 4th Street to the end of the project limits at 6th Street). The waterline on 5th Street between Ute and Pitkin Avenues where utility conflicts are not present is also included. The city will be responsible for actual construction costs and unit item bid pricing. Approximately, 1762 linear feet of 8" waterline, 100 linear feet of 12" waterline, and associated fittings will be removed and replaced.

Exhibit B:Tabulation of Bids

ESTIMATE OF PROBABLE COSTS (CITY WATERLINE EAST OF 3RD STREET TO 5TH STREET)							
ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST	NOTES	
202-00032	Removal of Valve	14	EACH	\$ 550	\$ 7,700		
202-00035	Removal of Pipe	1671	LF	\$ 38	\$ 63,498		
250-00224	Hazardous Waste Disposal (Radioactive)	638	CY	\$ 45	\$ 28,710	Assumptions: 1) Existing pipe diameter is 6 inches. 2) Uranium mill tailings were used in backfill of all existing pipe.	
619-00007	Connect To Existing Waterline	4	EACH	\$ 2,800	\$ 11,200		
619-10000	Temporary Waterline	1360	LF	\$ 15	\$ 20,400	Removal and replacement is completed all at once.	
619-50640	8 Inch Plastic Pipe	1762	LF	\$ 250	\$ 440,500	Unit price includes pipe, flow-fill, and filter material.	
619-50960	12 Inch Plastic Pipe	100	LF	\$ 300	\$ 30,000	Unit price includes pipe, flow-fill, and filter material.	
619-75064	8 Inch Gate Valve	14	EACH	\$ 3,000	\$ 42,000		
619-77300	Corporation Stop	22	EACH	\$ 2,000	\$ 44,000	Abandoned service lines (2) excluded.	
619-77208	8-Inch Restrained Coupling Adapter	61	EACH	\$ 250	\$ 15,250		
619-77212	12-Inch Restrained Coupling Adapter	10	EACH	\$ 300	\$ 3,000		
621-00430	Detour	650	SY	\$ 60	\$ 39,000		
SUBTOTAL				\$ 745,258			
MOBILIZATION (13%)				\$ 96,883.54			
TRAFFIC CONTROL (6%)				\$ 44,715.48			
**MCR (10%)				\$ 74,526			
ESCALATION (4%)				\$ 29,810.32		1 year of escalation	
CONSTRUCTION ENGINEERING & INDIRECTS (26%)				\$ 257,710.22			
CONSTRUCTION TOTAL				\$ 1,248,903.56			

**Note: These amounts included above are for Minor Contract Revisions (MCR). The MCR consists of minor work authorized and approved by the CDOT Point of Contact identified in this Agreement, which is not included in the contract list of bid items, but necessary to accomplish the Scope of Work for this Agreement. Payment of MCR work will be made in accordance with Subsection 109.04 of CDOT's Standard Specifications Manual for Road and Bridge Construction.

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City of GJ Waterline Construction Location Map

Legend

Approximate Waterline Locations
- See plan sheets for detailed locations

