



Please send the invoice for this order to the address shown. Failure to use our order number on any documentation pertaining to this order may result in return of shipment or delayed payment.

Supplier:

AECOM Technical Services, Inc.
1178 Paysphere Circle
Chicago, IL 60674

Ship To:

333 West Avenue
Building E
GRAND JUNCTION, CO 81501
UNITED STATES

Bill To:

City Hall
250 N 5th Street
GRAND JUNCTION, CO 81501
UNITED STATES

SUPPLIER #: 11485
FAX#:
EMAIL:

Order Number
GJPO100673

Order Date
09/10/2025

SOLICITATION #:
NOTES: Contract #5725-25-KF

Juniata Dam SQRA and Conceptual Raise Design

<i>Tax Terms</i>		<i>For the tax-exempt purchase, Grand Junction's tax ID is 84-6000592</i>			
		<i>All Library Purchases are Tax Exempt - Tax ID 98-03544</i>			
Requestor amyb@gjcity.org		Phone 1-970-244-1574	Net Terms Net 30	Date Required 09/11/2025	
QUANTITY	UNIT	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
			Juniata Dam SQRA and Conceptual Raise Design		102,017.00
				Total	102,017.00

Approved:



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This Contract is made and entered into this **11th** day of **September 2025**, 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 ("City"), and **AECOM Technical Services, Inc.** ("Contractor").

WITNESSETH:

WHEREAS the City received a comprehensive price proposal from the Contractor encompassing all that is required for the provision of the Service(s) delineated within the Contract Documents, referred to herein as the **Juniata Dam Semi-Quantitative Risk Assessment (SQRA) and Conceptual Raise Design, 5725-25-KF**.

WHEREAS, the City has awarded the contract to the above-named Contractor, and said Contractor is now ready, willing, and able to provide the Service(s) specified under the Contract Documents.

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

ARTICLE 1

Contract Documents: It is agreed by the Parties hereto that the following list of instruments, 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 the said instruments, 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. The City's General Contract Terms and Conditions **#5725-25-KF**
- c. The Contractor's Proposal
- d. Service Change Requests (directing changed service(s) to be performed)
- e. Change Orders
- f. Amendments

ARTICLE 2

Definitions: The City's General Terms and Conditions apply to the terms used in the Contract and the Contract Documents.

ARTICLE 3

Contract Service(s): The Contractor agrees to provide all professional engineering services in support of an SQRA and the conceptual design to raise Juniata Dam, as described in the attached proposal. Services shall include all necessary labor, materials, equipment, coordination, and incidental expenses required to complete the work. All Services shall be performed in accordance with the terms and conditions set forth in the Contract Documents.

ARTICLE 4

Contract Time: The Contractor shall commence work upon full execution of the Contract. The Services shall be performed in accordance with the timeline identified in the Contractor's proposal, with the expectation that all deliverables are completed by December 31, 2025, unless otherwise modified by written amendment.

ARTICLE 5

Contract Price and Payment Procedures: The Contractor shall accept, as full and complete compensation for the satisfactory performance and completion of all Services specified in the Contract Documents, a **not-to-exceed** amount of **One Hundred Two Thousand Seventeen Dollars and Zero Cents (\$102,017.00)** (the "Contract Price"). The Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. No increase to the Contract Price shall be permitted except by a duly executed Change Order or other written directive issued by the City. The City shall not authorize or require the Contractor to perform any additional services that would cause the total compensation under this Contract to exceed the appropriated amount, unless and until the City provides written assurance that additional lawful appropriations have been made to cover such costs.

ARTICLE 6

Contract Binding: The City and the Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party hereto in respect of all covenants, agreements, and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the City and Contractor and may only be altered, amended, or repealed by a duly executed written instrument. Neither the City nor the Contractor shall, without the prior written consent of the other, assign or sublet as a whole or in part its interest under any of the Contract Documents. Specifically, the Contractor

shall not assign any monies due or to become due without the prior written consent of the City.

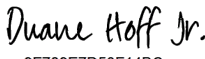

ARTICLE 7

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.

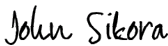
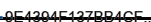
IN WITNESS WHEREOF, City of Grand Junction, Colorado, has caused this Contract to be subscribed and sealed, and attested on its behalf; and the Contractor has signed this Contract on the day, and the year first mentioned herein.

The Contract is executed in two counterparts.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:	
By: 	9/11/2025
	
Duane Hoff Jr., Contract Administrator	Date

AECOM Technical Services, Inc.

DocuSigned by:	
By: 	9/11/2025
	
John Sikora, Principal-In-Charge, Vice President	Date



Professional Services #5725-25-KF

Section 1.0: General Contract Terms and Conditions

- 1.1. **Americans with Disability Act (ADA) Compliance Mandate:** Following HB21-1110, all documents produced, delivered, or exchanged under this Contract must adhere to the provisions outlined in §§24-85-101, C.R.S., and subsequent sections, as well as the Accessibility Standards for Individuals with a Disability, as established by the Office of Information Technology under section §24-85-103 (2.5), C.R.S. Additionally, all documents must align with the State of Colorado's technology standards related to accessibility, including Level A.A. compliance with the current version of the Web Content Accessibility Guidelines (WCAG) as incorporated into the State of Colorado's technology standards.
- 1.2. **The City:** The City will act by and through its authorized representative(s).
- 1.3. **Compliance:** By executing the Contract, the Contractor acknowledges and agrees to comply with all applicable terms, conditions, and requirements set forth or incorporated by reference herein. In the event of any conflict, ambiguity, or omission in the City's Terms and Conditions or within the Contract documents that may affect the Contractor's understanding of its obligations, it is the Contractor's responsibility to seek clarification from the City prior to proceeding. Failure to request such clarification shall not relieve the Contractor of its responsibility to perform in full compliance with the Contract.
- 1.4. **Controlling Authority:** The 2024 version of the City [Procurement Policy](#) is controlling.
- 1.5. **Public Disclosure Notice:** Pursuant to the Colorado Open Records Act (CORA), all materials submitted in response to the Contract shall be considered public records and may be subject to public disclosure, except for information specifically designated as confidential, proprietary, or trade secret by the Contractor, and only to the extent permitted by law.

Upon award and execution of a contract, the Contractor's proposal (Scope of Work) shall be available for public inspection in accordance with CORA and upon receipt of an [Open Records Request](#).

Public disclosure is also subject to the applicable provisions of CORA in the event the solicitation or resulting project is canceled.

- 1.6. **Public Disclosure Record:** If the Contractor knows its employee(s) or subcontractors have an immediate family relationship with a City employee or elected

official, the Contractor must provide the Purchasing Division with the name(s) of that/those individual(s). The individual(s) must file a "Public Disclosure Record" and/or a statement of financial interest before conducting business with the City.

- 1.7. Collusion Clause:** The Contractor certifies that it has not been involved in any collusive action(s) or activity(ies) that violates applicable federal or state antitrust laws, rules, or regulations in connection with this Contract. If collusion is discovered at any performance stage, the City reserves the right to terminate this Contract immediately and pursue all available legal remedies. At its discretion, the City may disqualify the Contractor from consideration for future contracts.
- 1.8. Gratuities and Kickbacks:** The Contractor(s) certifies that no gratuities, kickbacks, or contingent fees have been or will be offered, solicited, or paid in connection with this Proposal or any resulting Contract. This includes, but is not limited to, the offering or payment of commissions, gifts, or other considerations contingent upon a Contract's award. If the Contractor breaches this certification, the City reserves the right to terminate the Contract immediately without liability and may pursue all available legal remedies.
- 1.9. Ethics:** The Contractor shall not offer, give, solicit, or accept gifts, favors, or anything of value to or from any employee, official, or agent of the City that could influence, or appear to influence, the procurement process. Additionally, the Contractor(s) shall not enter into any business arrangement or financial relationship with any such individuals that may create a conflict of interest or undermine public trust. Any violation of this provision may result in disqualification from consideration, contract termination, and potential legal consequences.
- 1.10. Contract Documents:** The Contract Documents include the Contractor's submitted proposal and supporting documents, and any negotiations when formally accepted by the City and memorialized by written agreement. These documents collectively constitute a binding and enforceable Agreement ("Contract") between the City and the Contractor upon acceptance. The Contract represents the entire and integrated agreement between the City and the Contractor ("Parties") and supersedes all prior negotiations, representations, or agreements, whether written or oral. Any modifications or amendments to this Contract must be made through a duly executed Change Order or Contract amendment.
- 1.11. Open Records/Confidential Material:** All materials submitted with the Contractor's proposal shall become public records and, upon contract award, shall be subject to public inspection under the Colorado Open Records Act (CORA).

For the purposes of this provision, "**Proprietary or Confidential Information**" refers to information that is not generally known to competitors and provides a competitive advantage. The unrestricted disclosure of such information places it in the public domain and eliminates any claim of confidentiality.

Contractor(s) seeking to designate specific information as confidential or proprietary must:

- 1.11.1. Clearly mark each page or section of the proposal containing such information with the words “**Confidential Disclosure.**”
- 1.11.2. Provide confidential information as a separate file; and
- 1.11.3. Provide a written explanation justifying the claim of confidentiality, specifying how disclosure would cause substantial harm to the Contractor’s competitive position, consistent with CORA.

The City shall review all confidentiality requests. The final determination of whether materials qualify for confidential treatment rests solely with the City. If a confidentiality request is denied, the Contractor(s) can withdraw its proposal or remove the contested confidential or proprietary information before the proposal is made publicly available.

Notwithstanding the foregoing, the following materials shall not be considered confidential or proprietary under any circumstances:

- Cost or pricing information.
- The entirety of a proposal submission.

Failure to comply with these requirements may result in the information being deemed public and subject to disclosure under CORA. The City assumes no responsibility for protecting information not properly designated and submitted under this section.

- 1.12. **Taxes:** The City is exempt from State, County, and Municipal Taxes and Federal Excise Taxes; therefore, all fees shall not include taxes.
- 1.13. **Sales and Use Taxes:** The Contractor and all subcontractors must obtain exemption certificates from the Colorado Department of Revenue for sales and use taxes. Proposals shall reflect the removal of Sales and Use Tax on materials, fixtures, and equipment.
- 1.14. **Federal Taxpayer Identification Certificate:** Successful Contractor(s) new to conducting business with the City must furnish a completed standard “Federal Taxpayer Identification Certificate (W-9)” before the Contract is executed. Additionally, the City reserves the right to request a current W-9 from established business relationships as necessary.
- 1.15. **Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the City and the Contractor. By executing the Contract, the Contractor represents that it has familiarized itself with the conditions under which the

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Services/Work shall be performed and correlated its/his/her 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 Contract Documents intend to include all labor, materials, equipment, services, and other items necessary for the proper execution and completion of the Scope of Work as defined in the specifications contained herein.

1.16. Responsibility for those Performing the Services or Work: The Contractor is fully responsible for the actions and omissions of its/his/her employee(s), subcontractors, and any other individual(s) performing any of the Services or Work under the Contract.

1.17. Payment & Completion: As stated in the Contract, the Contract Sum represents the total amount payable by the City to the Contractor for performing the Services/Work under the Contract. Upon completion of the required deliverables, the Contractor shall submit a written notice confirming readiness for final inspection and a detailed invoice for payment. The City's Project Manager will promptly conduct an inspection, and when the Services/Work are found in compliance with the Contract and satisfactorily completed, payment shall be processed as outlined in the Contract Documents.

Partial payments may be issued based on the Contractor's progress and completion of work, as documented in a detailed invoice. The invoice must accurately reflect the extent and cost of the Services/Work performed under the Contract.

All Services provided by the Contractor shall adhere to generally accepted professional practices and maintain a level of competency consistent with industry standards for similar Services/Work. Additionally, all Services/Work must fully comply with applicable laws, ordinances, and regulations.

1.18. Changes in the Services: The City may request changes to the Services/Work within the general scope of the Contract, including additions, deletions, or other modifications. Such changes shall not invalidate this Contract but may require an adjustment to the Contract sum or Contract time.

No change shall be considered authorized, approved, or binding until both Parties fully execute a written Change Order. The Contractor shall not proceed with any changes until the Change Order is fully executed.

All changes must be authorized through a written Change Order, signed by both Parties and executed under the applicable conditions of the Contract Documents. No Contract sum or Contract time adjustments shall be made except through an approved Change Order.

1.19. Minor Changes in the Services/Work: The City may authorize minor changes to the Services that do not alter the Contract sum, extend the Contract time, or conflict with the intent of the Contract Documents.

1.20. Correction of Services/Work: The Contractor shall perform all services and provide all deliverables following industry standards, utilizing the prevailing skill, care, and expertise expected in the relevant market or industry. Should any services or deliverables be non-compliant with the Contract requirements, the Contractor shall bear all responsibility for the same and promptly correct all deficiencies to satisfy prevailing industry standards at no additional cost to the City.

The Contractor shall bear all costs associated with correcting the non-conforming services or deliverables, including any additional work required by the City as a direct result of the deficiencies. If the Contractor fails to remedy the non-conformance promptly, the City reserves the right to take corrective action and recover all related costs from the Contractor.

1.21. Acceptance Not Waiver: The City's acceptance or approval of any Services/Work provided herein shall not relieve the Contractor of its ongoing obligation to uphold the requisite standards of quality, integrity, and timeliness of its services. The City's approval or acceptance of, or remittance of payment for any Services/Work shall not be construed as a future waiver of any rights under this Contract, nor shall it constitute a waiver of any potential claims arising from the performance under this Contract.

1.22. Change Order/Amendment: No oral statement or representation by any individual shall modify, change, or affect the terms, conditions, or specifications of the Contract. All amendments or change orders to the Contract must be executed in writing by the City's Contract Administrator. Such executed modifications are the sole method for altering the Contract and must comply with the City's established procedures.

1.23. Assignment: The Contractor shall not sell, assign, transfer, or convey the Contract resulting from this Solicitation, in whole or in part, without the prior written approval of the City.

1.24. Compliance with Laws: The Contractor shall comply with all applicable federal, state, county, and municipal laws, codes, regulations, ordinances, and requirements and ethical standards governing the Services performed under the Contract.

The Contractor warrants that it is fully qualified to perform the required Services and possesses all necessary corporate authority, skills, credentials, experience, and professional licenses, which shall remain in good standing as required by law throughout the duration of the Contract.

1.25. Debarment/Suspension: The Contractor hereby certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from providing Services.

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- 1.26. Confidentiality:** The Contractor shall maintain the confidentiality of all non-public, sensitive, or proprietary information disclosed by the City or obtained in the course of providing professional services under this Contract. This includes, but is not limited to, dam safety data, risk assessments, conceptual design documents, technical evaluations, and other materials related to public infrastructure or emergency risk management.

The Contractor shall take all reasonable measures to safeguard such information and shall ensure that its employees, subcontractors, and agents comply with these confidentiality obligations. Disclosure of any such information shall be limited to those with a need to know for the performance of the Services and shall not occur without prior written consent of the City, except where disclosure is required by law.

- 1.27. Conflict of Interest:** No officer, official, or employee of the City shall have any financial or personal interest, direct or indirect, in this Contract or its resulting services. The Contractor shall disclose any actual or potential conflicts of interest that may arise in connection with this Contract. All such matters shall be addressed in accordance with applicable federal, state, and local laws, as well as the City's conflict of interest policies and procedures.

- 1.28. Contract Termination:** The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Services; (3) final 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.

- 1.29. Employment Discrimination:** During the performance of any Services, the Contractor agrees to:

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

2.1.2. All solicitations or advertisements for employees placed by or on behalf of the Contractor shall state that the Contractor is an Equal Opportunity Employer.

2.1.3. Notices, advertisements, and solicitations placed following federal law, rules, or regulations shall be deemed sufficient for meeting the requirements of this section.

- 1.30. Immigration Compliance:** The Contractor certifies that it fully complies with the **Immigration Reform and Control Act of 1986** and all applicable federal, state, and

local immigration laws. The Contractor shall not employ or subcontract with any individuals who are unauthorized to work in the United States during the performance of the Contract. Any violation of this requirement may result in the termination of the Contract and potential legal consequences.

- 1.31. Failure to Perform:** If the Contractor fails to fulfill its obligations under this Contract—including, but not limited to, timely delivery of services, adherence to professional and technical standards, or compliance with coordination and reporting requirements—the City may, following written or documented oral notice, obtain substitute services or materials as necessary. The Contractor shall be liable for any additional costs or damages incurred by the City as a result.

Where appropriate, the City may pursue progressive corrective action. However, in cases where nonperformance materially affects project outcomes, compromises public safety, or disrupts the continuity or integrity of critical services, the City reserves the right to take immediate remedial action, including suspension or termination of the Contract without further notice.

- 1.32. Failure to Enforce:** The City's failure to enforce any provision of this Contract at any time shall not be construed as a waiver of that provision, nor shall it affect the City's right to enforce the same or any other provision at a later time. Such non-enforcement shall not affect the validity of the Contract or limit the City's rights or remedies under the Contract or applicable law.

- 1.33. Force Majeure:** The Contractor shall not be held liable for failure to perform its contractual obligations due to events beyond its reasonable control, including but not limited to legal strikes, fires, riots, civil disturbances, acts of God, or other unforeseen circumstances. This exemption shall not apply if the Contract specifies otherwise. The Contractor must provide prompt written notice to the City of any such event preventing performance and shall make all reasonable efforts to mitigate delays or disruptions caused by the force majeure event.

- 1.34. Indemnification:** The Contractor shall defend, indemnify, and hold harmless the City, along with its officers, employees, insurers, and self-insurance pool, from and against any and all liabilities, suits, actions, claims, demands, damages, losses, or expenses of any kind, including attorney's fees, arising out of or related to any injuries, damages, or losses to persons or property caused by the negligent act, error, omission, or fault of the Contractor, its agents, employees, subcontractors, or suppliers in the execution or performance of the Contract.

The Contractor shall be responsible for satisfying any judgment, settlement, or associated costs incurred by or awarded against the City due to such claims. This indemnification obligation shall survive the termination or expiration of the Contract.

- 1.35. Independent Contractor:** The Contractor is and shall remain an independent contractor in all respects under the Contract. Neither the Contractor nor its

employees, agents, or subcontractors shall be considered employees, representatives, or agents of the City for any purpose.

The City assumes no liability for any negligence, misconduct, or other wrongful acts committed by the Contractor, its employees, agents, or subcontractors. The Contractor is solely responsible for all applicable taxes, including federal and state income taxes, unemployment taxes, Social Security contributions, and any other required withholdings.

Additionally, the Contractor is not entitled to any benefits the City provides to its employees, including but not limited to health insurance, retirement benefits, or Workers' Compensation coverage.

- 1.36. Work Product and City Ownership:** All documents, drawings, plans, specifications, reports, concepts, designs, calculations, models, data, and any other materials or deliverable products created, developed, or prepared by the Contractor under this Contract shall become the City's sole property upon creation. The Contractor shall have no ownership, copyright, or proprietary rights to such materials.

Additionally, all information, data, and materials provided by the City to the Contractor shall remain the exclusive property of the City. It may not be used, disclosed, or distributed by the Contractor for any purpose outside the scope of this Contract without the City's prior written consent.

- 1.37. Patents and Copyrights:** The Contractor agrees to defend, indemnify, and hold harmless the City, its officers, employees, and agents from and against any and all claims, demands, liabilities, damages, judgments, costs, or expenses, including but not limited to attorneys' fees, arising from actual or alleged infringement of any patent(s), copyright(s), trademark(s), trade secret(s), or other intellectual property right(s) in connection with the Contractor's performance under this Contract. The City shall have no liability to the Contractor for any such claims, damages, or costs incurred due to infringement by the Contractor.

The Contractor expressly warrants that the Services provided under this Contract do not and will not infringe upon any patent, copyright, trademark, trade secret, or other intellectual property right of any third party. In the event of any such infringement or alleged infringement, the Contractor shall, at its sole expense, procure for the City the right to continue using the affected Services, replace or modify the infringing material to make it non-infringing, or provide a functionally equivalent alternative acceptable to the City.

Any determination that the Contractor has engaged in patent(s), copyright(s), or intellectual property right(s) infringement shall render this Contract null and void. However, such nullification shall not affect the City's right to seek indemnification under **Section 1.34** and this provision.

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- 1.38. Governing Law:** The Contract and/or any agreement(s) resulting from the Contractor's proposal or scope of work shall be deemed to have been made in, and shall be construed and interpreted by, the laws of the City of Grand Junction, Mesa County, Colorado. Any action arising from or under this Contract shall be in the District Court 21st Judicial District, Mesa County, Colorado.
- 1.39. Expenses:** The City shall not reimburse, nor shall the Contractor charge any costs incurred in preparing, submitting, or presenting a proposal or scope of work.
- 1.40. Sovereign Immunity:** The City expressly reserves and asserts all rights, privileges, and defenses available under Colorado's Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, as well as all applicable case law interpreting and construing the same. Nothing in this solicitation or any resulting contract award shall be construed as a waiver of the City's sovereign immunity.
- 1.41. Public Funds and Non-Appropriation of Funds:** Payment for services under this Contract is contingent upon funds appropriated by the City's approved budget for the applicable fiscal year. Under Colorado law, public funds cannot be obligated or expended beyond the fiscal year for which a budget has been approved.

Accordingly, any contractual commitments extending beyond the fiscal year are subject to future budget approvals. This Contract shall include a non-appropriation of funds clause, ensuring compliance with Colorado law. If funds are not appropriated for subsequent fiscal years, the City reserves the right to terminate the Contract without penalty or liability.

- 1.42. Performance of the Contract:** In the event of a breach or default, the City reserves the right to enforce the terms of the Contract through any legal or equitable means deemed in the City's best interest. The City may pursue all available remedies as prescribed by law to ensure compliance with the contractual obligations.
- 1.43. Default:** The City reserves the right to terminate the Contract if the Contractor materially breaches any of its obligations, including failure to perform services in a timely, competent, or professional manner; failure to comply with project requirements, administrative procedures, or reporting obligations; or violation of applicable laws, regulations, or contract terms.

Prior to termination, the City will provide written notice of the default and allow the Contractor a reasonable opportunity to cure the issue, unless the breach presents an immediate risk to public health, safety, or the City's operations.

If the Contractor fails to cure the default within the time specified in the notice, the City may take appropriate corrective action, including procuring substitute services from another provider, and may hold the Contractor responsible for any resulting costs, damages, or losses.

This remedy is in addition to, and does not limit, any other rights or remedies available to the City under this Contract, at law, or in equity.

1.44. Definitions: Unless otherwise stated, the following definitions shall apply throughout this solicitation and any resulting Contract. Additional terms may be defined within specific sections or added as necessary to clarify intent and ensure consistency in interpretation.

1.44.1. “Agency,” “Consultant,” “Contractor,” or “Firm” refers to the individual, organization, business entity, or other legal entity identified in the proposal and throughout the Contract. This term includes the Contractor’s authorized representatives, employees, subcontractors, and agents responsible for fulfilling the obligations of the Contract.

1.44.2. “Change Order” is a formal written directive issued after Contract execution that authorizes a modification to the Services, Contract sum, or Contract time

1.44.3. “City” means and refers to the City of Grand Junction, Colorado, including its departments, officials, employees, and authorized representatives.

1.44.4. The “Contract Sum” refers to the total amount payable by the City to the Contractor for the full and satisfactory completion of the required Services. This sum includes all materials, labor, equipment, services, and any other obligations specified in the Contract Documents.

The Contract Sum may be structured as a Fixed Lump Sum, Guaranteed Maximum Price (GMP), or a Not-to-Exceed amount, as defined in the Contract Documents. Any modifications to the Contract Sum shall be made under the provisions of the Contract and must be duly authorized by both Parties.

1.44.5. “Contract Time” means the period during which the Contractor is obligated to perform the Services under this Contract, beginning on the effective date specified in the Notice to Proceed or other written authorization issued by the City, and continuing through the date of completion, expiration, or termination as set forth in the Contract Documents. Contract Time may be extended or reduced only by a duly executed written amendment or change order.

1.44.6. A “Deliverable” refers to any tangible or intangible work product, report, document, presentation, or other output the Contractor is required to produce as part of the Services. Deliverables must fully comply with all applicable accessibility laws and standards, including:

- The Americans with Disabilities Act (ADA)
- HB21-1110, requiring compliance with §§24-85-101, C.R.S., and subsequent sections

- The Accessibility Standards for Individuals with a Disability, established by the Colorado Office of Information Technology under §24-85-103(2.5), C.R.S.
- The State of Colorado's technology standards, including Level AA conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG)

All deliverables must adhere to these legal and technical requirements to ensure accessibility for individuals with disabilities.

- 1.44.7.** “Key Personnel” refers to the designated individual(s) from the Contractor, Consultant, or Firm who are essential to the successful execution and completion of the Services. These individuals possess specialized skills, knowledge, or experience critical to fulfilling the scope of work outlined in the Contract. Any changes to Key Personnel may require prior approval from the City, as specified in the Contract Documents.
- 1.44.8.** “Project” or “Work” refers to the endeavor outlined in this solicitation that encompasses the required product, service, or deliverable specified in the Contract Documents.
- 2.1.4.** “Services” include all labor, materials, equipment, and professional expertise necessary to complete the Work and fulfill the requirements outlined in the Contract Documents.
- 1.44.9.** “Subcontractor” means any individual, firm, or other legal entity that has a direct contractual agreement with the Contractor to perform a portion of the Services under this Contract. The term includes the Subcontractor’s employees, agents, and authorized representatives.

Section 2.0. Insurance Requirements

At its own expense, the successful Contractor shall procure and maintain, for the duration of the Contract, comprehensive insurance policies with insurers rated A- or better by A.M. Best, authorized to do business in Colorado, and in forms acceptable to the City. Coverage shall be sufficient to satisfy all liabilities, claims, demands, and obligations arising out of the Contractor’s performance of Services under the Contract.

This insurance coverage shall meet or exceed any additional insurance requirements imposed by the Contract or by law. The Contractor’s failure to procure or maintain adequate coverage, in the required amounts, duration, or types, shall not relieve the Contractor of any liabilities or obligations assumed under the Contract. Furthermore, the Contractor shall ensure that all such insurance remains in full force and effect throughout the term of the Contract.

The Contractor shall require and ensure that any subcontractors maintain insurance meeting these same requirements. The required coverage must be maintained

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continuously to address all liabilities, claims, demands, and obligations assumed by the Contractor under the Contract. To ensure continuous coverage, the Consultant shall obtain and maintain appropriate retroactive dates and extended reporting periods for any claims-made insurance policies. Unless otherwise specified in the Special Conditions, the minimum coverage limits shall be as follows:

(a) **Commercial General Liability**

ONE MILLION DOLLARS (\$1,000,000) for each occurrence, and

TWO MILLION DOLLARS (\$2,000,000) general aggregate.

The policy shall apply to all premises, products, and completed operations. It 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 provision for severability of interest.

(b) **Professional Liability Errors and Omissions**

ONE MILLION DOLLARS (\$1,000,000) per claim, and

TWO MILLION DOLLARS (\$2,000,000) aggregate

Continuous coverage or an extended reporting period shall be maintained for at least five (5) years after services are completed.

(c) **Automobile Liability** with minimum combined single limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) for each accident

Applies to owned, non-owned, and hired vehicles used in the performance of the Services.

(d) **Workers' Compensation and Employers' Liability**

- Workers' Compensation: Statutory coverage as required under Colorado law.
- Employers' Liability: Minimum limits of **One Million Dollars (\$1,000,000)** each accident, each employee for disease, and policy limit for disease.
- Policy shall include a waiver of subrogation endorsement in favor of the City

3.1. Additional Insured Endorsement: The Commercial General Liability and Automobile Liability policies required under this Contract shall be endorsed to include the City, its elected and appointed Officials, employees, and volunteers as Additional Insureds. Every required policy above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, or carried by or provided by any

insurance pool of the City, shall be excess and not contributory insurance to that provided by the Contractor. The Contractor shall be solely responsible for any deductible losses and self-insured retentions.

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August 25, 2025

Mr. Mark Ritterbush
City of Grand Junction
250 North 5th Street
Grand Junction, Colorado 81501

Subject: Proposal (Task 400) - Juniata Dam SQRA and Conceptual Raise Design

Dear Mark,

AECOM Technical Services, Inc. (AECOM) is pleased to submit this proposal to the City of Grand Junction (hereafter referred to as City) to provide professional engineering services to perform a Semi-Quantitative Risk Assessment (SQRA) and conceptual design to raise Juniata Dam. AECOM will provide/perform the following activities:

Scope of Work

Task 400 Risk Assessment

AECOM will perform a Semi-Quantitative Risk Analysis (SQRA) of the existing condition at Juniata Dam to identify the potential dam safety risk, evaluate potential data needs and risk reduction measures, and inform a dam raise conceptual design. The methodology that will be used for the SQRA will follow the SQRA process developed by the State Engineers Office (SEO) dam safety branch. The SQRA will include the following steps:

- Pre-Workshop Set-up
- Potential Failure Modes Identification and Screening Meeting
- SQRA Workshop
- PFM and SQRA Report

Pre-workshop Setup and PFM Identification and Screening

AECOM shall review pertinent existing and available information relative to the design, construction, operation and performance of the dam and appurtenant structures. Based on the results of the data review, the Consultant will identify data gaps and/or analyses inconsistent with the current state of practice that may influence the confidence level of risk estimates. Data gaps will be shared with the client prior to the potential failure modes (PFMs) screening meeting.

AECOM will develop an initial brainstorm list of viable PFMs for the dam and its appurtenant structures that result in an uncontrolled release of the reservoir and adverse downstream consequences (i.e., life loss). The PFM brainstorm list will be developed using information compiled during the data review, as well as knowledge of the current issues at the dam site. Brainstormed PFMs will consider normal, hydrologic, and

seismic loading conditions. AECOM will also prepare an overview presentation of the dam and its appurtenant structures based on the data review.

Following development of the initial PFM brainstorm list and overview presentation, a PFM screening meeting will be held with representatives from AECOM, the City, the SEO, and any other stakeholders invited by the City (referred to hereafter as the SQRA team) to discuss the PFM brainstorm list. The meeting will be led by AECOM and begin with the overview presentation. Comments and/or other PFMs identified during the meeting will be incorporated into the brainstorm list. The brainstormed PFMs will be qualitatively screened by the SQRA team during the meeting to exclude those judged to be physically impossible, non-credible, or a “remote” failure likelihood, and the SQRA team will carry forward those judged to be physically possible, credible to postulate, and most influential to the overall risk of the dam. Information from the data review will be used for screening the PFMs. The screened PFM brainstorm list and identified data needs will be used to refine the geotechnical investigation program. It is assumed the PFM screening will be a 4-hour meeting that will be held both in-person & virtually using a web conference platform.

Documentation of supporting statements and reasoning for PFMs screened as “non-risk-drivers” will be catalogued by AECOM for the SQRA report.

SQRA Workshop and Report

Prior to the formal SQRA workshop, AECOM will further evaluate each identified “carried forward, risk-driving” PFM by developing individual PFM worksheets that will include a draft failure mode description from initiation through progression to failure, a failure mode sketch, and a draft list of adverse and positive factors based on information compiled during the data review, from the overview presentation, and from the findings of the geotechnical and hydrologic studies. Adverse and positive factors are known conditions that make development of the PFM more likely or less likely to occur, respectively.

AECOM will lead an SQRA workshop that will include the same participants from the PFM screening meeting discussed above. AECOM will provide a facilitator and recorder for the workshop, as well as geotechnical, hydrologic/hydraulic, and structural subject matter experts. The SQRA team will briefly review the PFMs previously judged to be “non-risk-drivers” during the PFM screening meeting, including documentation of supporting statements and reasoning for the categorization.

The facilitator will guide the SQRA team through the evaluation of the identified “credible, risk-driving” PFMs. The SQRA team will complete evaluation of the PFMs through discussion of the initiating event (i.e., loading) and a clearly defined progression of events that lead to failure; by review and development of the adverse and positive factors based on the available information; and by selection of the failure likelihood category and consequence level, for portraying the relative risk of each PFM within an incremental risk matrix.

Following selection of the failure likelihood category and consequence level, the team will select a confidence rating for each evaluated PFM to represent the confidence in the risk estimate and if additional information could change the categorization. The failure likelihood categories, consequence levels, and confidence ratings will be based on the SEO’s SQRA process. The workshop discussions for each identified PFM will be documented by the recorder for incorporation into the SQRA report. A list of potential additional data needs and risk reduction measures also will be developed during the workshop and documented in the SQRA report. It is assumed the SQRA workshop will be held both in-person & virtually using a web conference platform and will be conducted in two days (8 hours per day).

AECOM will prepare an SQRA report, documenting the summary of pertinent information and results of the SQRA for the existing condition at the dam.

Deliverables:

Draft SQRA Report –Microsoft Word (electronic submittal)

Final SQRA Report –Microsoft Word, PDF (electronic submittal)

Task 410 – Dam Raise - Conceptual Design

Based on the results of the SQRA, a conceptual-level design will be completed to raise the dam and expand the storage capacity of the reservoir. AECOM will evaluate increasing the storage volume between 500 to 1,000 acre-feet depending upon physical feasibility of the dam and site.

The design will incorporate necessary risk reduction actions (such as a stability berm or chimney filter) identified for risk-driving PFMs during the SQRA workshop. Conceptual drawings will be prepared based on engineering experience and judgement. We are not planning on performing any engineering analysis (seepage, stability, filter compatibility, settlement etc) at this stage of design. These analyses will be required to advance/refine the design and confirm/update assumptions made during the conceptual design.

Up to 4 drawings will be prepared to show the limits of the expanded reservoir, plan, profile, typical cross-section and details. A report will document the proposed design components, assumptions, design/data gaps and recommendations. A cost estimate will be based on quantity takeoffs from drawings. AECOM will prepare a bid schedule, estimate item quantities, contingency and determine unit and lump sum prices for the project.

Once the draft drawings and cost estimate are prepared, a meeting will be held with the City to present the conceptual design and solicit their feedback before finalizing the design.

Deliverables:

Draft Conceptual Dam Raise Report, Drawings and Cost Estimate –Microsoft Word, PDF (electronic submittal)

Final Conceptual Dam Raise Report, Drawings and Cost Estimate –Microsoft Word, PDF (electronic submittal)

Task 420 – Project Management:

This task shall include AECOM/City/Contractor coordination; cost and schedule tracking, and status report preparation.

Proposed Fee

AECOM's cost will be time and materials as described in this letter proposal and detailed in the attached table. ~~This work will be performed under the terms and conditions of the November 1, 2024 Professional Services Agreement between AECOM and the City.~~ AECOM will deliver monthly progress reports to the City, including any associated invoices for this task.

Our proposed fee for professional services described herein will be charged as time and materials with a not-to-exceed amount of **\$102,017**.

Schedule

- Notice to Proceed (NTP): Assumed ~Sept 1, 2025
- Receive pertinent project data files: Assuming within 1 week of NTP (~September 8, 2025)

- PFM Screening Meeting – Approximately 1 month after receiving project data (~October 6, 2025)
- SQRA Workshop – Approximately 2 weeks after PFM Screening (October 20, 2025)
- Draft SQRA Report – Approximately 1 month after SQRA Workshop (~November 17, 2025)
- Final SQRA Report – Approximately 2 weeks after Draft SQRA Report (~December 1, 2025)
- Draft conceptual design – Approximately 1 month after SQRA Workshop (~November 17, 2025)
- Final conceptual design – Approximately 2 weeks after Draft conceptual design (~December 1, 2025)

Assumptions

- The City & SEO will provide pertinent project data files related to the design, construction, performance, analysis, and investigations of the dam and appurtenant structures. This will include all monitoring data (in digital excel format), annual inspection reports etc.
- The PFM screening meeting and SQRA workshop will be conducted both in-person & virtually using Microsoft Teams. We have assumed two Glenwood Springs staff will travel to Grand Junction and attend in-person at the City office with City and SEO staff, and the remaining three AECOM staff will attend the meeting/workshop virtually. AECOM has not included time/costs to perform a site visit of the dam.
- We have assumed the PFM screening meeting will be performed in 4 hours. For the SQRA workshop we assumed that up to 10 PFM's will be carried forward and these can be evaluated in 2 full 8-hr/days. We have assumed that the PFM screening meeting and workshops will be attended by five AECOM staff members, consisting of a Facilitator, Recorder & 3 subject matter experts (Geotechnical, Hydrologic/Hydraulic and Structural).
- This scope of work will be completed in 2025 and will use our current labor rates.
- City and two members of the SEO will attend the workshops.
- For Task 410, AECOM will evaluate increasing the storage volume between 500 to 1,000 acre-feet depending upon physical feasibility of the dam and site.

If you have any questions, please do not hesitate to contact us.

Sincerely,

AECOM Technical Services, Inc.



Craig Helm, PE
Project Manager
Tel. (970) 379-7393
craig.helm@aecom.com



John Sikora, PE, D. WRE, CFM
Principal-In-Charge, Vice President
Tel. (970) 948-3424
john.sikora@aecom.com

Table 1
SQRA and Dam Raise (Task 400) - Juniata Dam
Fee Estimate
August 25, 2025



Labor Category:			Principal Consultant III (Sikora)	PM + Geotechnical Engineer (Helm)	Risk Workshop Facilitator (Smolarek)	Senior Structural Engineer (Currier)	Geotechnical Engineer (Donaghy)	Hydrologic & Hydraulic Engineer (LoSasso)	CAD Designer (Hunter)	Cost Estimator (Mueller)	Project Administration (Payton)	ODCs ¹	Totals
Labor Rates (2025):			\$344	\$260	\$217	\$229	\$171	\$171	\$172	\$223	\$142		
Task 4 - Engineering Services	Task	Description											
	400	Pre-Workshop Set-up & PFM Identification and Screening	0	12	6	12	44	6	0	0	8	\$ 150	\$17,011
	401	Pre-Workshop Set-up		4	2	4	40	2			8		\$10,716
	402	PFM Identification and Screening workshop		8	4	8	4	4				\$ 150	\$6,295
		PFM Workshop and Report	2	32	40	28	64	20	0	0	12	\$ 300	\$40,468
	403	PFM Workshop		24	16	24	16	16				\$ 300	\$20,973
	404	Report	2	8	24	4	48	4			12		\$19,495
	410	Dam Raise Conceptual Design	4	28	0	16	56	0	60	28	16	\$ -	\$40,760
	411	Prepare Conceptual Design (drawings, costs), meeting with City	2	16		8	40		40	20	8		\$26,019
	412	Prepare Report and Finalize Drawings/Costs	2	12		8	16		20	8	8		\$14,741
	420	Project Management:		8							12		\$3,777
Labor Hours Total:			6	80	46	56	164	26	60	28	48	450	\$ 102,017

Assumptions
1 Travel (Glenwood Springs to Dam-site) \$150 per trip



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/12/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: LosAngeles.CertRequest@Marsh.Com CN101348564-STND-GAUE-25-26	CONTACT NAME: Marsh U.S. Operations PHONE (A/C, No. Ext): 866-966-4664 E-MAIL ADDRESS: LosAngeles.CertRequest@marsh.com FAX (A/C, No): 212-948-0533
92025	INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company INSURER B: N/A INSURER C: Illinois Union Insurance Co INSURER D: INSURER E: INSURER F:
INSURED AECOM and Its Subsidiaries 999 W. Town & Country Road Third Floor Orange, CA 92868	NAIC # 22667 N/A 27960

COVERAGES

CERTIFICATE NUMBER:

LOS-002825680-01

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	HDO G48971714	04/01/2025	04/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	ISA H11370494	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	WLR C72792300 (AOS) SCF C72792312 (WI Retro)	04/01/2025 04/01/2025	04/01/2026 04/01/2026 X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
C	ARCHITECTS & ENG. PROFESSIONAL LIAB.		EON G21654693 005 "CLAIMS MADE"	04/01/2025	04/01/2026	Per Claim/Agg Defense Included 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: AECOM Project No: 04105600.0001. Client Reference No: PO GJPO100673. Juniata Dam SQRA and Conceptual Raise Design. Professional engineering services to perform a Semi-Quantitative Risk Assessment (SQRA)

and conceptual design to raise Juniata Dam.

The City of Grand Junction, its elected and appointed officials, employees, and volunteers is named as additional insured for GL & AL coverages, but only as respects work performed by or on behalf of the named insured and where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract with respect to the GL & AL coverages.

CERTIFICATE HOLDER

CANCELLATION

City of Grand Junction Attn: Mark Ritterbush / Water Services Manager 250 N 5th Street Grand Junction 81501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh Risk & Insurance Services</i>
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**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Marsh Risk & Insurance Services		NAMED INSURED AECOM and Its Subsidiaries 999 W. Town & Country Road Third Floor Orange, CA 92868
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Waiver of Subrogation is applicable where required by written contract with respect to WC.