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TYPE OF RECORD: NON-PERMANENT
CATEGORY OF RECORD: CONTRACT
NAME OF CONTRACTOR: FOOTHILLS CIVIL DESIGN LLC
SUBJECT/PROJECT: ENGINEERING SERVICES FOR BRIDGE GRJ-26.5 – F.6
CITY DEPARTMENT: PUBLIC WORKS AND PLANNING
YEAR: 2007
EXPIRATION DATE: 05/24/08 2058
DESTRUCTION DATE: ~~01/15~~



PROFESSIONAL SERVICES AGREEMENT

Engineering Services for Bridge GRJ-26.5-F.6

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PROFESSIONAL SERVICES AGREEMENT

Engineering Services for Bridge GRJ-26.5-F.6

SECTION 1: GENERAL CONTRACT TERMS AND CONDITIONS

- 1.1 Contract Terms:** This Contract is entered into this 24 day of May, 2007 by **Foothills Civil Design LLC** hereinafter called "the Consultant" and **the City of Grand Junction, Colorado**, hereinafter called "the City."
- 1.2 Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this contract. All amendments to the contract shall be made in writing by the City Purchasing Division.
- 1.3 Assignment:** The Consultant shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written approval from the City.
- 1.4 Compliance with Laws:** The Consultant's work under this contract shall comply with all Federal, State, County and local laws governing or covering this type of service
- 1.5 Conflict of Interest:** No public official or City employee shall have interest in this contract.
- 1.6 Project Manager:** The project management for the City for this contract shall be accomplished by T. Kent Harbert, Project Engineer.

The project manager, on behalf of the City, shall render decisions in a timely manner pertaining to the work proposed or performed by the Consultant. The project manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.

The project management for the Consultant for this contract shall be accomplished by John W. Myers, P.E.

- 1.7 Contract Termination:** This contract shall remain in effect until any of the following occurs:
- (1) contract expires;
 - (2) completion of services;
 - (3) acceptance of services; or
 - (4) termination for convenience by either party with a written Notice of Cancellation stating therein the reasons for such cancellation and the effective date of cancellation.

1.8 Definitions:

1.8.1 "City" refers to the City of Grand Junction, Colorado.

1.8.2 "Consultant" refers to the person, partnership, firm or corporation entering into an agreement with the City of Grand Junction for the services required and the legal representatives of said party or the agent appointed to act for said party in the performance of the service(s) contracted for.

1.9 Employment Discrimination: During the performance of services under this contract the Consultant agrees to the following conditions:

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

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

1.9.3 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.

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

1.11 Failure to Deliver: In the event of failure of the Consultant to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the Consultant responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the City may have.

1.12 Failure to Enforce: Failure by the City 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 City to enforce any provision at any time in accordance with its terms.

1.13 Force Majeure: The Consultant shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Consultant, unless otherwise specified in the contract.

- 1.14 Indemnification:** The Consultant shall defend, indemnify and save harmless the City and all its officers, employees, insurers and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Consultant, or of any Consultant's agent, employee, subcontractor or supplier in the execution of, or performance under, this contract. The Consultant shall pay any judgment with cost which may be obtained against the City growing out of such injury or damages.
- 1.15 Independent Consultant:** The Consultant shall be legally considered an independent consultant and neither the Consultant nor its employees shall, under any circumstances, be considered servants or agents of the City. The City shall be at no time legally responsible for any negligence or other wrongdoing by the Consultant, its servants, or agents. The City shall not withhold from the contract payments to the Consultant for any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Consultant. Further, the City shall not provide to the Consultant any insurance coverage or other benefits, including Workers' Compensation, normally provided by the City for its employees.
- 1.16 Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the City.
- 1.17 Patents/Copyrights:** The Consultant agrees to protect the City from any claims involving infringements of patents and copyrights. In no event shall the City be liable to the Consultant for any suit arising on the grounds of patent or copyright infringement. Patent and copyright infringements shall null and void this contract.
- 1.18 Remedies:** The Consultant and the City agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 1.19 Venue:** This contract 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.

SECTION 2: INSURANCE REQUIREMENTS

- 2.1 Insurance Requirements:** The Consultant agrees to procure and maintain, at its own cost, policies of insurance sufficient to insure against all liability, claims, demands and other obligations assumed by the Consultant pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

2.2 Insurance Limits: The Consultant shall procure and maintain and, if applicable, shall cause any Subcontractor of the Consultant to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the City. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Consultant pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below.

- (a) Worker Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Contract, and Employers' Liability insurance with minimum limits of:

FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident,
FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - policy limit, and
FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - each employee

- (b) General Liability insurance with minimum combined single limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

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

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

With respect to each of the Consultant's owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision.

- (d) Professional Liability insurance with minimum limit of not less than:

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

2.3 The policies required by paragraphs (a), (b), and (c) above shall be endorsed to include the City and the City's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its

employees, or carried by or provided through any insurance pool of the City, shall be excess and not contributory insurance to that provided by the Consultant. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Consultant shall be solely responsible for any deductible losses under any policy required above.

SECTION 3: SCOPE OF SERVICES

- 3.1 General:** The general scope of services to be performed under this contract shall be the design of a new structure to replace the bridge on North Seventh Street over the Grand Valley Canal (Bridge No. GRJ-26.5-F.6). The Consultant shall act as a representative of the City before, during, and at completion of installation.
- 3.2 Scope of Services:** The Scope of Services shall be as described in Exhibit A.
- 3.3 Project Schedule:** The Project Schedule shall be as described in Exhibit B.

SECTION 4: COMPENSATION AND METHOD OF PAYMENT

- 4.1 Compensation:** For satisfactorily performing the scope of work described above the Consultant shall receive payment on a lump sum basis for design work through the completion of the construction drawings and specifications. Engineering services authorized and performed during construction of the bridge replacement project will be paid for as reimbursable expenses at the unit prices listed in the Fee Schedule (see Exhibit C).
- 4.2 Method of Payment:** The Consultant shall submit invoices at the completion of various phases during the design process, as identified in Exhibit C, and on monthly or less frequent basis for services authorized during the bidding and construction phases.

SECTION 5: EXECUTION

5.1 **In Witness whereof**, the parties hereto have caused this Contract to be duly executed, intending to be bound thereby.

City of Grand Junction

Authorized
Signature: Scott Woodman

Name and Title: Senior Buyer

Date: May 30, 2007

Foothills Civil Design LLC

Authorized
Signature: John W Myers

Name and Title: John W Myers, PE, Principal

Date: May 24, 2007

Exhibit A

SCOPE OF SERVICES

Engineering Services for Bridge GRJ-26.5-F.6

1. City's Responsibilities

- 1.1. The City of Grand Junction will furnish topographic surveys and base mapping for the project including the existing bridge, canal, roads, utilities and other features in the vicinity. Additional survey and other available information will be provided upon request. The base map will be prepared in AutoCAD 2007. The surface model will be prepared in Land Desktop.
- 1.2. The City will furnish the initial horizontal roadway alignment and centerline profile at the bridge location. Adjustment to the roadway alignments and profiles which may be recommended by the Consultant will be provided by the City, if approved.
- 1.3. The City will furnish the 2006 Bridge Inspection Report the existing structure. No "As Built" or other construction drawings are available for Bridge GRJ-26.5-F.6.
- 1.4. The City will arrange for the potholing of buried utility lines and show the elevation and location of the located utility on the base map.
- 1.5. The City will prepare the documents and exhibits for the acquisition of additional rights-of-way and easements, if needed, and shall procure said rights-of-way and easements.
- 1.6. The City will provide timely review of design plans and documents.
- 1.7. The City will prepare the final *Bid Documents* and conduct the bidding and construction contract award processes.

2. Consultant's Responsibilities

Bridge No. GRJ-26.5-F.6 North Seventh Street is classified as a Major Collector roadway. The daily traffic volume was measured at 4300 vehicles per day in February 2003. This project will replace a 2-lane bridge over the Grand Valley Highline Canal. The existing bridge is classified as structurally deficient with a sufficiency rating of 38.1. The metal decking is badly corroded. The bridge is currently posted with load limits. The existing structure is skewed approximately 13 degrees counterclockwise. The canal deflects at a greater angle to the northwest at the west end of the bridge.

- 2.1. All structural design shall be in accordance with current AASHTO Standards and design criteria. The design live load shall be HS-20.

Exhibit A – Scope of Services

Bridge Design for Bridges GRJ-26.5-F.6 and GRJ-25.2-D.2

- 2.2. The new bridge shall accommodate a 47' wide roadway (face of curb to face of curb), a 6' wide sidewalk on each side and additional width as needed for the bridge rails.
- 2.3. The Consultant shall obtain the maximum flow rate in the canal from the Grand Valley Irrigation Company (GVIC) and shall size the structure to carry the required flow without raising the water surface elevation in the canal. The design shall include the evaluation and appropriate treatments to prevent damage to the canal and structures from scouring.
- 2.4. The Consultant shall obtain the services of a geotechnical consultant who shall perform the geotechnical investigation and analyses for the design of the bridge and roadway approaches.
- 2.5. Evaluate alternatives and costs for replacement of the existing bridge. Include options for aesthetic treatment of visible exposed surfaces and railings. Prepare cost comparisons for structure types and make recommendations for the preferred alternative. The alternatives analysis shall include an evaluation of impacts and costs related to length of time required to construct of each alternative.
- 2.6. Upon City approval of the structure type, the Consultant shall prepare final construction drawings, details, Special Conditions, Special Provisions, Bid Schedule and Engineer's Cost Estimate for removal of the existing bridge and construction of the new structure.
- 2.7. Identify any rights-of-way, temporary easements or permanent easements needed for the construction of the bridge replacement.
- 2.8. Identify and contact all affected utility owners; identify potential utility conflicts and relocation needs; and coordinate the resolution of any utility conflicts.
- 2.9. Prepare and submit the final drawings conforming to CDOT standards as DWG files in AutoCAD 2004 or later. The CTB file for the drawing files shall also be submitted. Plans shall be scaled for reproduction as ANSI C (11 x 17) and ANSI D (22 x 34) plan sets.
- 2.10. The Consultant shall attend conduct a minimum of three meetings in Grand Junction. The meetings will be held at Grand Junction City Hall.
 - 2.10.1. Preliminary Structural and Geometric Design Review Meeting
 - Identification of affected property owners and utility companies.
 - Presentation of bridge design options and cost comparisons.
 - Identification of easement and right-of-way needs.
 - Identification of all permit and clearances needed.
 - Identification of utility conflicts.
 - Project schedule update.
 - 2.10.2. Final Office Review Meeting with City & CDOT staff and utility companies
 - Review final Construction Drawings
 - Review proposed utility resolutions.
 - Review of geotechnical investigation report, foundation design and bridge approach pavement design.

- Review Project Special Conditions, Special Provisions, Bid Schedule, Engineer's Cost Estimate and Schedule of Construction Submittals.

2.10.3. Pre-bid Meeting

- Answer technical questions from potential bidders.

2.11. Prepare Special Provisions, Special Conditions and Schedule of Submittals in Microsoft Word and the Bid Schedule in Microsoft Excel for inclusion in the project *Bid Documents*.

2.12. During the bidding phase the Consultant shall:

- Attend the pre-bid meeting.
- Provide technical support, drawings and specifications necessary for the preparation of addenda.

2.13. During the construction phase the Consultant shall perform the following services:

- Attend the preconstruction meeting.
- Review and approve shop drawings and other contractor submittals.
- Attend construction progress meetings upon request.
- Provide construction site design support upon request.
- Provide technical support for the preparation of Change Orders, upon request.
- Perform inspection of reinforcing steel and other structural inspections upon request.

The City Project Manager shall notify the Consultant at least five days before each the above listed services will be needed. This notice shall not be required in case of an emergency.

Exhibit B

PROJECT SCHEDULE

Engineering Services for Bridge GRJ-26.5-F.6

<u>Item</u>	<u>Date</u>
Execution of Professional Services Agreement	May__, 2007
 <u>Bridge GRJ-26.5-F.6</u>	
Field survey and base mapping	Complete
Preliminary design and field investigation	June 4 – July 13, 2007
Complete Preliminary Structural and Geometric Design	July 27, 2007
Review Meeting	
Complete Structural and Geometric Design	August 30, 2007
Complete Final Construction Plans and Specifications	September 28, 2007
CDOT Review and Authorization to Advertise	Oct. 1 – Oct. 31, 2007
Final Office Review Meeting	
Advertise for Bids	November 5, 12, 19. 2007
Bid Opening	November 27, 2007
CDOT Authorization to Award	December 13, 2007
City Council Award	December 19, 2008
Begin Construction	January 2, 2008
Construction Complete	April 4, 2008

Exhibit C

FEE SCHEDULE

Engineering Services for Bridge GRJ-26.5-F.6

Bridge GRJ-26.5-F.6

Design and Bidding Phase

Preliminary design phase	\$10,500.00
Final design and bidding phases	<u>\$15,000.00</u>
Subtotal – Lump Sum for Design and Bidding Phases	\$25,500.00

Construction Phase – The costs for services requested during the construction phase (including services listed in Section 2.10) will be reimbursable at the following unit prices.

<u>Description</u>	<u>Unit Price</u>
Personnel	
Engineer	\$80.00 / hr
Inspector	\$50.00 / hr
Reimbursable Expenses	See Attached Fee Schedule

Foothills Civil Design LLC

Standard Fee Schedule

Personnel Fees (per hour)

Principal	120.00
Project Manager	95.00
Design Engineer	80.00
Field Engineer	60.00
Construction Inspection	50.00
Drafter/ CADD Operator	50.00
Clerical	35.00
2-Person Survey Crew	120.00
3-Person Survey Crew	150.00

Reimbursable Expenses

Travel expenses	At cost
Mileage	0.45 per mile
Direct project expense	Cost + 10%
Engineering prints	0.35 per sq. ft.
Mylars	2.00 per sq. ft.

Fees current as of January, 2007. All rates are subject to change.

Foothills Civil Design LLC, Longmont, CO 80501